Mariposa County

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

BOARD OF SUPERVISORS
ACTION SUMMARY MINUTES
NOVEMBER 5, 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

Dr. Kristina Keheley/Director HHSA introduced Stacey Lynch as the Division Director of Health Services she then read a brief bio. She then introduced Amanda Brum/Division Director of Administration. Ms. Lynch thanked Dr. Keheley and the Board for the opportunity and Ms. Brum also thanked them.

Steve Engfer/Planning Director introduced Elijah Banda/Planner 2.

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

Chair Menetrey read the consent agenda note and then read off the items requiring a 4/5th vote.

Public comment was received by Bill Leonard/Resident, who noted there have been a lot of issues getting things done with the Forest Service. He noted they have spent the last ten to twenty years negotiating with the Forest Service. He noted that it would take another 10 years to get things done. He noted they convinced the Forest Service they were being bad neighbors for not clearing their land. He felt the Range of Light

Monument would make things worse. He noted the woman spearheading this has a hard time listening to others.

Jonathan Farrington/Resident noted he owns property at the base of Pilot Peak and has a tremendous concern that it would terminate access to Pilot Peak.

Kim Tucker/ Resident noted she grew up by the Mendocino National Forest. She noted that the Mendocino has no paving but logging roads. In 2018, there was the largest fire, which took a month to put out. She noted that she fears if this went through, fate would be the same.

Kim Swafford/Resident noted she found out about this last week. She noted she is a new resident but is strongly opposed to this. She noted that with all the fuel on the ground, the Sierra Club doesn't understand the impact of this. She then noted that the updated boundary line enclosed the Ponderosa basin, and she is concerned this would be a land grab.

Syndey Forga/Division Director of Health and Human Services Agency, wanted to recognize CA. 9, CA. 10, and CA. 11. She gave statistics for each proclamation. She commended the local individuals who work with these children to give them a safe home. She noted veterans who have sacrificed and paid the ultimate price. She noted that we honor our veterans far and wide and that if anyone would like to contact Veterans Services, they can contact us at 209-966-3696.

Steven Henderson/Resident noted he is a transplant. He noted the Alliance is a wonderful non-profit, but he also expressed concern. He noted that $500k would be given to them when they receive $2.8 million every October. He noted this is a revolving program, most of the individuals only qualify for a subside for a one bedroom. He noted Alliance is not the problem. He felt the money needed to go to build an infrastructure. He noted that there is nothing here for individuals and that he often encourages people to leave.

Supervisors Poe, Smallcombe, and Menetrey commented on CA. 3, noting they are opposed the Range of Light monument. They felt the way the group backing this project was doing things was deceitful.

Supervisor Smallcombe also commented on CA. 21. She called Shannon Hansen, the Public Works and Transportation Director, who noted that they need to opt-out every year.

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

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Clerk of the Board**

Receive the Fiscal Year 2024-2025 Annual Report from the Yosemite/Mariposa County Tourism Bureau (YMCTB)

CA3. **Clerk of the Board**

Approve a Letter Opposing the Range of Light National Monument Proposal, Which Would Designate

1,427,750 Acres of Land Between Yosemite National Park and Kings Canyon National Park as a National Monument; and Authorize the Board of Supervisors Chair to Sign the Letter

CA4. **Fire**

Approve a Letter of Support for Yosemite Sequoia Resource Conservation and Development Council's Application for 'Scaling Up the Southern Sierra Stewardship Hub' Collaborative Capacity Microgrant Program Through SCALE; and Authorize the Board of Supervisors to Sign the Letter

CA5. **Health and Human Services Agency**

Approve Budget Action Increasing Revenue and Appropriations to Implement the Mariposa County CalAIM PATH CITED (California Advancing and Innovation in Medi-Cal Providing Access and Transforming Health Capacity and Infrastructure Transition Expansion and Development) Grant Activities to Expand CIE (Community Information Exchange) Integrations ($384,004) (4/5ths Vote Required)

CA6. **Health and Human Services Agency**

Approve an Agreement with Behavioral Health Care Sierra Vista Hospital in the Amount of $100,000 for Inpatient Psychiatric Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA7. **Health and Human Services Agency**

Approve Budget Action Increasing Revenue and Appropriations to Implement the Mariposa County USDA Rural Utilities Service Distance Learning and Telemedicine (RUS-DLT) FY2025 Grant Activities to Expand Technology Infrastructure ($379,829) (4/5ths Vote Required)

CA8. **Health and Human Services Agency**

Approve an Agreement with American Indian Council of Mariposa County, Inc. in the Amount of $118,990 for Counseling Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA9. **Health and Human Services Agency**

Proclaim the Month of November 2024, as "Adoption Awareness Month"

CA10. **Health and Human Services Agency**

Proclaim the Month of November 2024, as "Family Caregivers and In-Home Care Providers Month"

11. **Health and Human Services Agency**

Proclaim the Month of November 2024, as "Veterans and Military Families Month"

CA12. **Health and Human Services Agency**

Approve a Three Year Agreement with Sierra Quest Human Services Foundation in the Amount of $1,200,000 for Short-Term Residential Therapeutic Program (STRTP) Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA13. **Health and Human Services Agency**

Approve the Service Agreement Between Mariposa County Health and Human Services Agency (HHSA) and Mariposa County District Attorney's Office (DA) for Public Assistance Fraud Investigation; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA14. **Health and Human Services Agency**

Approve a Memorandum of Understanding (MOU) with the California Department of Forestry and Fire Protection (CALFIRE) for the Conservation Camp Program; and Authorize the Board of Supervisors Chair to Sign the MOU

CA15. **Health and Human Services Agency**

Approve an Agreement with Alliance for Community Transformations in the Amount of $500,000 to Operate Connections Emergency Shelter Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA16. **Library**

Approve and Accept Grant Award from the California State Library in the Amount of $7,807; and Authorize the County Librarian to Sign the Agreement

CA17. **Library**

Approve and Accept Grant Award from the California State Library in the Amount of $20,038; Authorize the County Librarian to Sign the Agreement; and Approve Budget Action Increasing Revenue and Appropriations in the Library Budget to Implement the Grant ($20,038)

CA18. **Planning**

Accept Resignation and Recognize the Service of Shelley Cummings on the Code Compliance Advisory Committee; and Appoint Floyd Davis to the Code Compliance Advisory Committee to Fill an Existing Vacant Position with a Partial Term Expiring February 28, 2025

CA19. **Probation**

Authorize the Chief Probation Officer to Sign Any and All Documents from Mercedes-Benz USA (MBUSA) for the Re-Purchase of a 2023 Mercedes Sprinter Van Purchased on December 18, 2023 (Subject to Approval as to Legal Form by County Counsel)

CA20. **Public Works**

Adopt the Initial Study/Mitigated Negative Declaration (IS/MND) for the School House Road Over Owens Creek Bridge (Bridge No. 40C0053) Replacement Project; Approve the Mitigation Monitoring Report Program; and Authorize the Public Works Director to File a Notice of Determination Pursuant to Public Resources Code Section 21152 and CEQA Guidelines Section 15075

CA21. **Public Works**

Approve an Agreement with Pest Options, Inc., to Provide Roadside Weed Abatement Services

Throughout the County for a Three-Year Term in the Amount Not to Exceed $300,000 ($100,000 Each Year); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA22. **Public Works**

Approve First Amendment to Task Order No. 3 with Black Water Consulting Engineers Changing the Scope of Work and Increasing the Amount by $87,630 for a New Amount Not to Exceed $351,027 for Coulterville Water Improvements; and Authorize the Board Supervisors Chair to Sign the Amendment

CA23. **Sheriff's Office**

Approve Purchase of Harris Radio's in the Amount of $195,871 for the Mariposa County Adult Detention Facility; and Approve Budget Action Transferring Funds to Appropriate Fund Line within the Sheriff's Office ($195,871) (4/5th Vote Required)

E. Items removed from Consent Agenda

None.

F. Departmental Presentation

Shannon Hansen gave the Board an update on the Downtown construction. She noted the utility districts can pay their bills online. Supervisor Forsythe thanked Director Hansen, noting the Downtown project has been a struggle. She noted it has been difficult and thanked the Board for their communication. She noted further that the sidewalks would be wrapped up shortly

Steve Engfer/Planning Director noted the Development Code updates are coming up and read off the dates and times of when they would take place.

Monica Nielsen/Ag Commissioner gave an update on a several projects and noted for the listening public that wood needs to be purchased by the cord, not by truck load.

Joe Lynch/County Administrative Officer gave a financial update noting things were strong.

G. Public Comment on Non-Agenda Items

Public comment received by Lorraine Freeman/North County who noted she is hearing negative things on the North Side Clinic. She noted the former CEO was making serious errors, the finances were a complete mess, and he was hiding mistakes. She felt the new board came in with problem after problem and had to put out fires initially. She noted she felt people needed to quit judging them and look at what they have had to deal with.

Jeanne-Ann Pine/Resident noted three things. First was for Public Works. She noted that when she hears people complaining about the construction, she reminds them that it is a short-term pain and a long-term gain. She noted the Master Gardeners have wrapped up plant a row with over 4,000 pounds of produce being donated. She thanked and presented Supervisor Poe with a certificate of thanks for his assistance. She then noted there have been a lot of conversations about money for Animal Control. She noted we need to help these animals and that this issue couldn’t be swept under the carpet.

Kim Tucker/Resident noted that she lives in this neighborhood and was home during Halloween. She was

concerned with how the Trunk or Treat was run and noted several safety issues. She noted that this event needed to be reviewed with the host and managed safely for the community.

Jacob Hawley thanked Public Works and noted he is excited to see how all the work turns out.

Katie Owens/Resident thanked the Board for their letter to president. She noted her concerns if the land returned to nature, including the wildfire risk. She urged all to unite against this.

H. Regular Agenda Items

1. **Agricultural Commissioner**

Receive a Presentation of the 2023 Mariposa Agricultural Report

Monica Nielsen/Ag Commissioner gave a PowerPoint presentation. No Public comment. Kudos were given from Supervisors Poe and Toso.

RESULT: PRESENTATION HELD

2. **Assessor/Recorder**

Approve Loan Agreement between the County of Mariposa and the US National Park Service (NPS) in Yosemite National Park for Preserving and Digitizing Historic Maps of the County; and Authorize the Board of Supervisors Chair to Sign the Loan Agreement

Vincent Kehoe/Assessor-Recorder gave the staff report. He introduced Paul Rodger/Supervising Archivist and Kelsey/Museum Director. Jeanetta Phillips/Historic Sites and Records Preservation Commission (HSRPC) discussed their thoughts and concerns. Jacob Hawley/HSRPC noted that they want to preserve history. Mr. Rodgers noted the conservator would look for the oldest and most fragile.

Public comment was received by Jeanne Anne-Pine noted the Park Service Facility is a climate-controlled room. She also noted her support for this project.

Danielle Bondshu/Clerk of the Board spoke in support of the project.

In response to Supervisor Smallcombe, Mr. Rodgers noted that conservationists do a lot of training and chemistry. They deal with rips and tears. He noted that everything they do can be undone, but the point is to preserve the item.

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

Receive a Presentation by Mariposa County Library, Providing an Update on Library Activities and Goals

Matt Johnson/Librarian, and his staff, Maureen McCormick and Abby Miller, gave a PowerPoint Presentation.

Public Comment received by Walter Wall/District Attorney, noted as a Grandfather and father, they utilize and love the services of the library.

Kudos and thanks were given by Supervisors Smallcombe, Forsythe, Toso, and Menetrey.

Kazzy Cuningham/Health and Human Services/Public Information Officer noted they have discussed more on outreach from HHSA.

RESULT: PRESENTATION HELD

4. **Administration**

Approve the Revision of the Facilities and Recreation Services Manager Classification, now titled Facilities Manager, Effective Immediately

11:19 AM Chair Menetrey recessed for a brief break and reconvened at 11:24 AM without Supervisor Poe. Supervisor returned at 11:25 AM.

Chris Ferbrache/Human Resources gave the staff report. No public comment was received.

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

5. **Administration**

Approve the Allocation of One (1) District Attorney Investigator I/II in the District Attorney's Office, Effective Immediately

Chris Ferbrache gave the staff report. Josh Keheley/Chief Investigator DA, made further comments. No public comment was received.

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

6. **Administration**

Approve the Overfill of the Executive Assistant Position, Effective October 21st, 2024

Joe Lynch gave the staff report. No public comment was received.

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

7. **Administration**

Approve the New Classification of Dispatch Supervisor for the Mariposa County Sheriff's Department with an Annual Salary Range of $58,000.00 to $70,499.363; Effective Immediately

Chris Ferbrache gave the staff report. No public comment was received.

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

8. **County Counsel**

Waive Second Reading and Adopt an Ordinance Creating a New Chapter 10.10 Titled "Unlawful Camping and Obstruction of Public Rights of Way" and Amending Section 10.08.031 of Mariposa County Code Titled "Camping and Overnight Parking" (Supervisor Forsythe)

Steve Dahlem/County Counsel, gave the staff report.

Public comment received by Jeremy Briese/Sheriff who noted this is about the safety of our communities. He noted the public needed to know that this would not limit what they could do on their own private property. He noted the focus is to govern the issue with the County being responsible for the homeless issue.

Board discussion ensued.

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

9. **Clerk of the Board**

Select the 2025 Rural County Representatives of California (RCRC), Golden State Finance Authority (GSFA), Golden State Connect Authority (GSCA), and the Environmental Services Joint Powers Authority (ESJPA) Director and Alternate

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

SELECTION: Supervisor Miles Menetrey as Representative, Supervisor Danette Toso as the Alternate, and Sam Cerveny for ESJPA.

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

10. **Clerk of the Board**

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

Danielle Bondshu gave the staff report. No public comment was received.

RESULT: INTRODUCED

I. Board Information

Information was received.

J. Closed Session

Chair Menetrey read the closed session items. No public comment was received on either item.

11:50 AM Chair Menetrey recessed the Board into closed session.

1. **Administration**

CLOSED SESSION: Public Employee Employment (Government Code Section 54957 (b)(1)): Title: Deputy Sheriff Industrial Disability Retirement Application

RESULT: CLOSED SESSION HELD

2. **County Counsel**

CLOSED SESSION: Conference with Legal Counsel Regarding Anticipated Litigation; Number of Cases; 1

RESULT: CLOSED SESSION HELD

K. 2:00 PM Reconvene

Chair Menetrey reconvened and reported that for:

- Closed Session Item 1: Information was received and direction was given.
- Closed Session Item 2: The Board voted unanimously to reject Claim C24-17.

1. **Planning**

Adopt a Resolution to Accept the 2023 General Plan Annual Report and Direct Staff to Forward the Final Resolution for the 2023 General Plan Annual Report to the State Department of Housing and Community Development and the State Office of Planning and Research, County Project No. 2024-015

Steve Engfer gave the staff report, and Ben Goger/Senior Planner gave the PowerPoint presentation. No public comment was received.

Supervisor Smallcombe made the motion with the name change to the board item and the last sentence to the formal attached resolution.

CLERICAL: Language change from the "State Office of Planning and Research" to the "Governor's Office of Land Use and Climate Innovation."

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

L. Adjournment

2:40 PM Chair Menetrey adjourned in memory of Dorothy Nielson, Theodore Verceles, and Connie Lou Marshall Owen-Evans.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-461

MEETING: November 5, 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

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RECOMMENDATION AND JUSTIFICATION

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County.

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

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

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

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

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

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

None

VOTE RESULT

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

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: November 5, 2024

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Receive the Fiscal Year 2024-2025 Annual Report from the Yosemite/Mariposa County Tourism Bureau (YMCTB)

RECOMMENDATION AND JUSTIFICATION

Receive the Fiscal Year 2024-2025 Annual Report from the Yosemite/Mariposa County Tourism Bureau (YMCTB).

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

Attached is the YMCTB's Fiscal Year 2024-2025 report that the Clerk of the Board received on October 23rd, 2024.

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

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

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

No action is being sought.

FINANCIAL IMPACT

None.

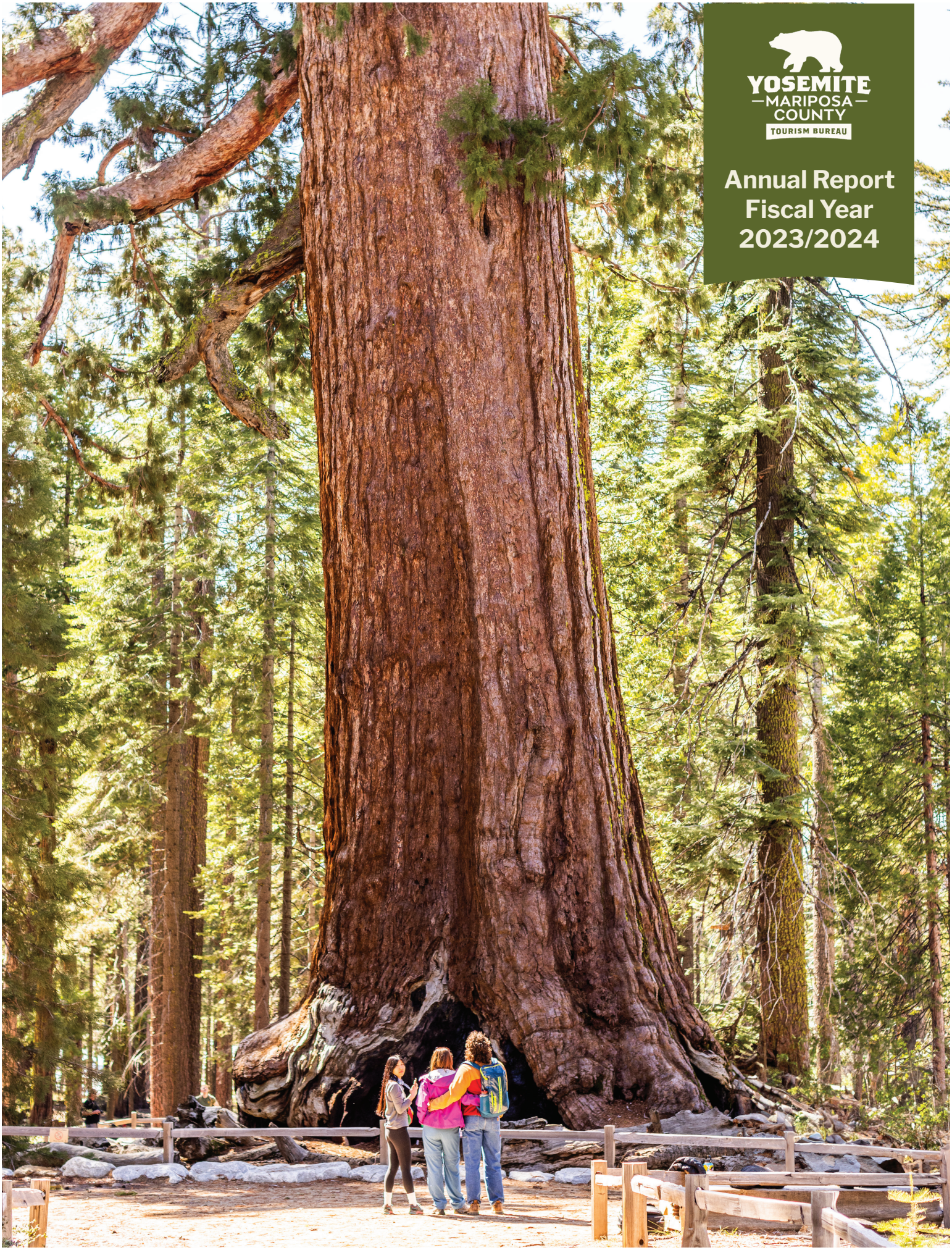
ATTACHMENTS

1. 2024-2025 Annual Report

VOTE RESULT

RESULT: Adopted (UNANIMOUS)

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



YOSEMITE
MARIPOSA
COUNTY
TOURISM BUREAU

Annual Report Fiscal Year 2023/2024

Dear Lodging and Business Partners,

The overall outlook for the 2024 – 2025 fiscal year is good. At the same time, there are several factors that could impact tourism visitation and lodging occupancy.

Prior year impacts. Without a vehicle reservation system during the 2023/2024 fiscal year, Yosemite and Mariposa County tourism visitation still experienced visitation challenges. Between January and May 2023, the region experienced road closures due to record snowfall and rainfall followed by snowmelt and flooding along the Merced River. As a result, late winter and spring visitation was virtually cut off. Additionally, the month of February 2023 experienced good weather. Visitation was limited due to a last-minute implementation of a Yosemite NP vehicle reservation system related to the Firefall/Horsetail Fall event, causing significant cancelations of planned weekend visits to the region's lodging businesses.

2024/ 2025 YMCTB's and the region's largest challenge impacting lodging occupancy in the coming fiscal year is the third year and potentially a fourth year of Yosemite National Park - pilot vehicle reservation systems or a permanent implementation of a reservation system impacting the late fiscal year.

Yosemite National Park (YNP) and the National Park Service have implemented a 3rd year of vehicle reservation system to enter Yosemite during nine months of the calendar year. Each of the three years YNP has implemented a reservation system, YNP has changed various processes of the vehicle reservations plan, including what the reservation systems are called. Testing different aspects of the reservation systems will help YNP's long-term goal of implementing a more refined permanent plan. However, the changes to the rules year after year confuse visitors. YMCTB feels obligated as a YNP regional DMO to educate the public, international visitors, professional travel trade, locals, and anyone visiting Yosemite to understand the restrictions impacting their YNP visit. This takes time, funds, and marketing effort away from our primary role of driving lodging occupancy to the region and building seasonal visitation. A permanent reservation system will come with significant challenges and costs as well as monetary losses.

YMCTB's extensive YNP reservation page (https://www.yosemite.com/plan-your-trip/2024-yosemite-vehicle-reservations/) explains and details the many types of restrictions, including weekends, full month periods for reservations, partial day reservations, and pre & post-arrival-allowed entry times. The plan is complex for anyone to understand, including us as professional marketers for the region.

What are a few of the impacts of this 3rd or 4th year of reservations?
A 20% to 25% reduction in vehicles allowed to enter YNP daily during weekends of full month periods during nine months of the year. Far fewer vehicles are being allowed historically to enter the park. This vehicle reduction will reduce revenue, and occupancy in lodging properties located outside the gates of YNP.

California is seen as free-spirited and easygoing. This fuels international and domestic California visitation. The draw of California is the encouragement for road trips and visits that are spontaneous. By nature, most Californians are spontaneous, and like to travel and take weekend trips last-minute. The YNP reservations system not only impacts local visitation but also impacts visitors domestically and internationally. Visitors who love to travel to the USA for our road trip culture and the ability to hit the road, stop and visit where we like, and stay overnight when we run out of gas, literally and figuratively. We plan week(s) long trips with starting and end points with wide open plans and spaces in between. The YNP reservation system curbs our travelability to show up when we get there, without a planned reservation. This includes a last-minute jaunt from the Bay Area when the weather is nice for a hike in Yosemite. From an international booking perspective, the reservation system becomes difficult for packaged travel sales, as the travel company can't guarantee access to the park, so many of these companies are dropping Yosemite itineraries from their brochures and websites due to their inability to legally sell the packages, as they are required to guarantee the client access if selling the product.

YMCTB has reduced our 2024/2025 TBID revenue projection by 10% over the prior year. Although lodging occupancy is projected to experience a reduction of 10% to 20%, property increases in Average Daily Rate (ADR) will offset some of the occupancy revenue losses. With fewer rooms sold, hotels and lodging properties will have lower occupancy. Many properties are eliminating discounts, OTA, and wholesale allotments to fill rooms. With no park access, lowering rates cannot positively increase occupancy, so hoteliers are holding rates to meet needed revenues.

International Visitation. After attending numerous professional outlook briefings on international travel projections, YMCTB expects international market visitation to hold at 80% of pre-Covid volume. A few markets such as the United Kingdom and Germany have exceeded 80%, however, Japan, China, and Australia are not seeing pre-pandemic volume return. Each country has a different recovery story. Most of the slowdown in recovery visitation volume is based on poor international exchange rates to the US dollar, high inflation in the USA, and inflation experienced in home countries. Overall lodging inflation from 2019 to 2024 is 21%. Overall costs of long-haul travel have increased by as much as 30%, while salaries have not kept pace. With a world full of lower-priced holiday destination options, the USA remains of high interest to visit, tourists are willing to wait a few years and visit the USA once prices and overall costs decrease.

Knowing what we know, the following are high-level areas of focus for YMCTB in the coming year.

No major strategic changes. We will be making many tactical adjustments, however, in many cases to ensure YMCTB stays on budget with reduced earnings. After COVID-19, YMCTB had a surplus balance sheet which was reduced by increasing paid media spend. The balance sheet has returned to an optimal level, so the coming fiscal budget has been reduced intentionally and organically, staff will focus on three major budget themes:

- Less emphasis will be placed on print and radio in favor of more digital media. Online advertising can be more accurately tracked in terms of its efficacy. Place as much of the overall budget into Active – Paid Media Spend.
- Control and limit all non-media expenses. Review all contracts and keep annual increases to a fair inflation-based allowed increase. Evaluate the need, efficacy, and production of all contracted relationships, partnerships, vendors, international travel, trade, & PR agencies. Consider the effectiveness of all trade & PR shows and events.
- Control administrative, payroll PT&EB expenses. Leverage contracted services to reduce burden. Limit liability.

With the above three budget goals in mind, YMCTB has thoroughly reviewed our partner relationships, services contracts, travel trade international representation, and static costs. As a result, changes have been made to reduce costs and shift funds to active media investment.

As an example, YMCTB will only travel to key markets less impacted by the inflation and general concerns stated previously. The UK, Germany, and Scandinavia will remain our top focus. We have reduced our representation agency scope in Australia. We will wait out the Chinese and Indian markets, engaging but not investing until funding allows.

We are improving our consumer-facing branding. In 2024, the extensive and exhaustive RFP process of adding Noble Studios as YMCTB's creative agency, which also supports traditional media buying, was completed. The brand refresh portion of the winning RFP has been completed, and we launched the new brand creative in fall 2024. This is a major and needed step after the launch of our new website in 2023/2024. The brand refresh comes nearly 9 years after the last major brand updates. This update will be time-consuming as we retire a significant volume of past design work and replace this marketing with the new concept.

Jonathan Farrington, CEO / Executive Director

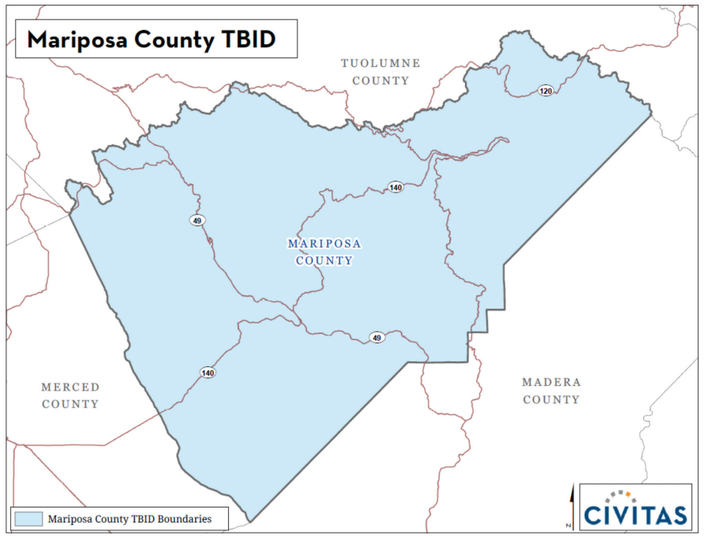
TBID Assessment

Mission Statement

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

Key Strategic Initiatives

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



TBID Statement

There are no proposed changes to the boundaries or assessed business. The TBID assessment rate for the 2024/2025 year is 1.5%.

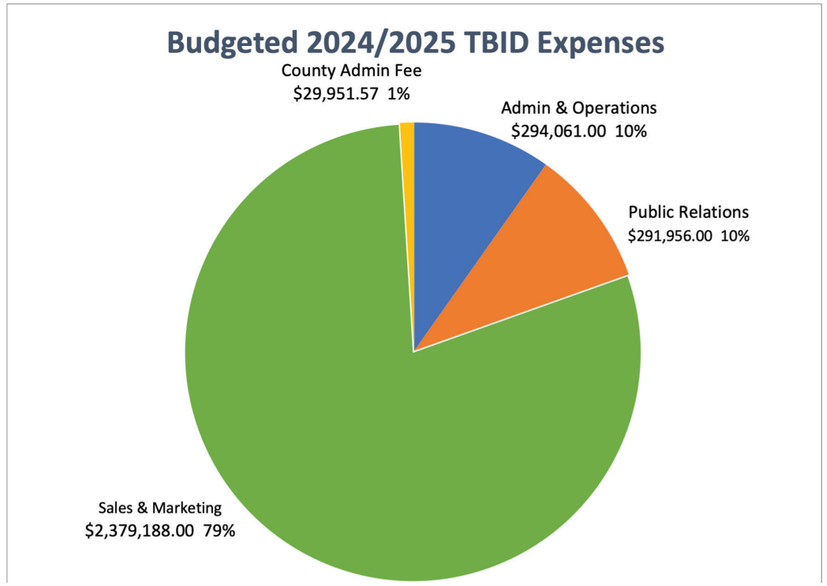
The district will continue to include lodging businesses, existing and in the future, available for public occupancy within the boundaries of the County of Mariposa, as shown.

TBID Expenditures: Carryover from 2023/2024 and the 2024/2025 Budget

At the end of the 2023/2024 fiscal year, the Bureau had a TBID carryover balance of $0. After spending, the Bureau planned for a deficit that fiscal year and decreased its cash balance to make sure that the region was being marketed as fully as possible.

The 2024/2025 budget was developed with the same intent - to spend all TBID income for the year, ensuring that lodging partners receive the maximum benefit from the Bureau's marketing efforts.

The total budgeted expenditures for 2024/2025 are $2,995,157.



2024/2025 Annual Budget Notations

The overall YMCTB budget has been reduced this year by 14% in 2024/2025. The decrease demonstrates a more conservative approach toward the fiscal year's TBID collections given the many uncertainties that impact lodging businesses.

The 2024/2025 marketing budget includes some notable shifts:

- Less emphasis will be placed on print and radio in favor of more digital media. Online advertising can be more accurately tracked in terms of its efficacy.
- We will invest in additional market research/ actionable visitor data to help us determine the best ways to reach potential visitors.
- We will forego a professional photo/video shoot this year but will continue to gather visual content through our video production budget.

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

- Wildfires, rock falls, potential government shutdowns, extreme weather events, and other unforeseen challenges can significantly disrupt the tourism economy with little to no notice.
- The Board of Directors has given the CEO / Executive Director discretion to increase or decrease the budgeted expenses up to $200,000 given the changing situation.

Goals for 2024/2025

YMCTB continues to monitor impacts on tourism due to the economy. International exchange rates are still not favorable for long-haul travel to the U.S. While obtaining visas to our country has improved, the process can still be long and involved. High fuel prices, rising interest rates, and other economic factors impact travel both by Californians and international visitors. Rising media costs are also requiring the bureau to continue to stretch marketing funds as far as possible.

Our staff continue to update our 3-year rolling marketing strategy and plan. For the 2024/2025 plan year, we have set new goals intended to continue to increase our efficacy. The Board of Supervisors has already been provided with a copy of this 2024/2025 Marketing Plan, a proprietary document. The following is a summary of our goals:

1. Continue to implement YMCTB refreshed brand creative. Noble Studios will complete the brand creative refresh this year and YMCTB staff will shift to a new look and feel for its marketing efforts.

2. Continue to improve Yosemite.com As our primary asset, our website was redesigned and launched in May 2023. The new site has received many awards and is intentionally very mobile-friendly, reflecting how the majority of visitors currently interact with the site. We will continue to optimize our content for search engines, write new and relevant content, and make other improvements to ensure that the site offers an outstanding user experience and provides hundreds of thousands of referrals to our lodging partners.

3. Invest additional resources in actionable visitor data. As technology and data collection have improved, we are prepared to invest in a new level of market research that will tell us who is visiting our area, where they are going while here, where they are coming from and other information. This will assist YMCTB and our agency, Noble Studios, in making decisions about how best to reach potential visitors.

4. Host travel trade and media FAMs. Familiarization tours (FAMs) with journalists, content creators, travel agents and product managers are an essential part of getting both earned media and more international bookings for Mariposa County properties. 2023/2024 was a very busy year and we expect 2024/2025 will continue this trend.

Old Town Mariposa

5. Continue to offer co-op advertising opportunities to our lodging partners. In 2023/2024 our co-op opportunities had the highest engagement in print and digital media in the history of the program. We will continue to provide a variety of options to our lodging partners.

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

Swinging Bridge in Yosemite Valley

7. Improve earned and owned email communications. With 64,000 subscribers, our email list is a robust and valuable marketing resource. We will continue to seek new email subscribers as well as improve our content and delivery methods. Our new creative agency support will help us improve the look and efficacy of our bi-monthly email communications with consumers.

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

The Redwoods in Yosemite

9. Consumer trade shows and festivals. After attending the Artichoke Festival in Monterey in June 2024, YMCTB will continue to find other outdoor festivals and trade shows in California where we can engage directly with the public.

10. Improve our local public relations. This year we will be hosting town halls with constituents in various areas around the county. We will also have a larger presence at festivals and events in Mariposa County to better engage our community members in understanding who we are and what we do.

11. Special Offers. The Special Offers program has matured into a key feature on Yosemite.com that drives a large amount of traffic to our site. We aim to maintain 20 or more special offers throughout the year.

2024/2025 Leadership

Board of Directors

Brett Archer, Board Chair
Tenaya at Yosemite

Autumn Bragdon
AutoCamp Yosemite

Kim Brisack, Board Secretary
Coulter Cafe & Big Table Ranch

Jessie Fischer
Yosemite Resorts

Ron Halcrow, Board Treasurer
Yosemite Plaisance Bed & Breakfast

MaryAnn Huff
Community Member

Victoria Imrie
Yosemite Ziplines and Adventure Ranch

Christian Mueller
The Redwoods at Yosemite

Candy O'Donel-Browne
Community Member

Scott Randall, Board Vice Chair
Wildhaven Yosemite

Nick Sponaugle
Yosemite Hospitality

Board Liaisons

Shannon Poe
Mariposa County Board Supervisor, District II

Danette Toso
Mariposa County Board Supervisor, District III

Advisory Council

Scott Gediman
Yosemite National Park

Board Chair
Mariposa Chamber of Commerce

Marketing Committee

Kim Brisack
Coulter Cafe & Big Table Ranch

Jessie Fischer
Yosemite Resorts

Scott Gediman
Yosemite National Park

Yuli Gotsev
The Redwoods in Yosemite

Victoria Imrie
Yosemite Ziplines and Adventure Ranch

Whistling Billy mining engine in Coulterville

Chelsie Layman
Yosemite Hospitality

Brooke Neal
Tenaya at Yosemite

Emerald Wong
AutoCamp Yosemite

Tourism Bureau Staff

Jonathan Farrington
CEO / Executive Director

Ellen Bergstone Wasil
Director of Marketing & Creative

Tony McDaniel
Director of Communications

Craig Polson
Social Media & Content Curator

Aaron Demery
Operations Manager

Photos:

All photos in this annual report were created during YMCTB's March 2024 photo shoot in various parts of Mariposa County.

YOSEMITE
MARIPOSA
COUNTY
TOURISM BUREAU

PO Box 967
5055 State Highway 140, Suite E
Mariposa, California 95338

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-462

MEETING: November 5, 2024

TO: The Board of Supervisors

FROM:

RE: Approve a Letter Opposing the Range of Light National Monument Proposal, Which Would Designate 1,427,750 Acres of Land Between Yosemite National Park and Kings Canyon National Park as a National Monument; and Authorize the Board of Supervisors Chair to Sign the Letter

---

RECOMMENDATION AND JUSTIFICATION

Approve a Letter Opposing the Range of Light National Monument Proposal, Which Would Designate 1,427,750 Acres of Land Between Yosemite National Park and Kings Canyon National Park as a National Monument; and Authorize the Board of Supervisors Chair to Sign the Letter.

BACKGROUND AND HISTORY OF BOARD ACTIONS

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Opposition Range of Light Monument**
2. **100416 Stop the Monument**
3. **MARIPOSA COUNTY BOARD OF SUPERVISORS - CA.3**

VOTE RESULT

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

Mariposa County
Board of Supervisors

District 1 ... ROSEMARIE SMALLCOMBE
District 2 ..... SHANNON POE
District 3 ..... DANETTE TOSO
District 4 ..... WAYNE FORSYTHE
District 5 ..... MILES MENETREY

JOE LYNCH
County Administrative Officer

DANIELLE BONDSHU
Clerk of the Board

P. O. Box 784
Mariposa, CA 95338
(209) 966-3222
(800) 736-1252
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November 5th, 2024

The Honorable Joseph Biden
President of the United States
The White House
1600 Pennsylvania Avenue NW
Washington, DC 20500

RE: Range of Light National Monument Act

Dear Mr. President,

The Mariposa Board of Supervisors are writing to you today to express our extreme concerns over the Range of Light National Monument Act. This bill introduced in the House on 12/15/22, would establish the Range of Light National Monument as a unit of the National Park System in California, between Yosemite National Park and Kings Canyon National Park. The monument consists of approximately 1,427,750 acres of federal land and includes the entirety of Sierra National Forest. While this initiative is concerning for several reasons, we are particularly concerned that this effort will slow and, in some cases, prohibit the effective management of our forests.

A century of poor management practices and a lack of federal investments have left the Sierra National Forest in a state of disrepair. Here in California, our best experts in forest health recommend prescriptive treatment in our forests to restore forest health and ensure the long-term sustainability of the ecosystem. The forest is sick and needs our attention, a hands-off approach to the management of our forests will be catastrophic. In the Sierra National Forest, your land managers are working hard with public and private agencies to leverage the limited resources they receive to the benefit of the public.

As County Supervisors, we have appreciated a noticeable shift in the tendency for Forest Service leadership to partner with counties, fire safe councils, tribes, and conservation districts. These partnerships have helped make good use of state and federal dollars, increasing the pace and scale of forest restoration projects on both public and private lands. We are concerned that the establishment of a national monument would reverse this trend, leaving our forests and residents in the area vulnerable to catastrophic fire.

In 2023 the Sierra National Forest published a comprehensive land management plan after nearly 10 years of consultation with the public. The document establishes recommended uses and prescriptions throughout the forest. Detailing, among other important consideration, which areas are appropriate for recreation and how the land should be managed. The establishment of a National Monument would

undercut this document and the efforts of countless forest service employees, citizen volunteers, and concerned stakeholders.

We support the efforts of the Sierra National Forest to maintain our lands and preserve access for generations to come and are greatly concerned with this proposal to establish a national monument that would fly in the face of their efforts. The proposal lacks public review and consultation with key stakeholders in the region. We would ask that you join us in preserving our forests, please **reject** the Range of Light proposal.

Respectfully,

Miles Menetrey, Chair
Mariposa County Board of Supervisors.

cc: Joaquin Arambula, California State Assembly, District 31
Laphonza R. Butler, U.S. Senate
Anna Caballero, California State Senate, District 14
Jim Costa, U.S. House of Representatives, District 21
John Duarte, U.S. Congress, District 13
Tom McClintock, U.S. Congress, District 4
Alex Padilla, U.S. Senate
Jim Patterson, California State Assembly, District 8
Esmerelda Soria, California State Assembly, District 27
Paul Yoder, Shaw Yoder Antwih, et al
Bruce Westerman, U.S. Congress, Arkansas, District 4
Marie Alvarado-Gil, California State Senate, District 4
David Valadao, U.S. Congress, District 22

MARIPOSA COUNTY BOARD OF SUPERVISORS
October 4, 2016

STOP THE SIERRA NATIONAL MONUMENT!

A campaign is underway to change the 1.3 million acre Sierra National Forest (SNF) into a National Monument between Yosemite and Sequoia & Kings Canyon National Parks. The campaign was started in the fall of 2013 by director Deanna Wulff. She has no qualifications to be the director of a project of this magnitude. Her degrees are in journalism. She has no degrees in forest management or fire science, and doesn't seem to be aware of the unhealthy state of the SNF. Those of us who live here are well aware of the 80-90% tree mortality rate. Furthermore, many of the members on the Advisory board do not live near the forest and have an inadequate understanding of our situation and the serious threat that it poses to local communities. Most of their supporters live in the Bay Area and L.A.

Proponents say the change would "bolster outdoor recreation and tourism while better preserving the landscape." However, they want to see the elimination of commercial logging which we desperately need to make the forests healthy again. Why anyone would want to preserve a dead and dying forest boggles my mind. The trees will eventually fall, threatening human recreational activities, the flora & fauna, water quality, and roads & trails. Even more importantly, leaving dead trees standing or on the ground creates a threat of catastrophic mega fires that have a tendency to crown. Crown fires cannot be fought from the ground or the air. What is left is a sterilized moonscape where nothing will grow for a very long time.

We desperately need fire breaks to protect our communities. This can be accomplished responsibly. They are now referred to as shaded fuel breaks, and unlike the sterilized soil that is left after a catastrophic wildfire, these can be re-forested. Selective timber harvest needs to be reintroduced. It addresses Governor Brown's Emergency Proclamation for dead and dying tree removal. This could take years, and a Monument would prohibit this. The forest is a renewal resource, and like any garden it needs to be thinned and harvested by man. We need solutions, and restrictions must be lifted to allow us to solve our tree mortality problem.

The proponents have a Facebook page titled "Unite the Parks." National Monuments often become National Parks, and fall under the management of the Park Service. They can say whatever they want about recreational activities remaining now, but once designated a National Monument or a Park the rules can change and have. The Giant Sequoia National Monument is a prime example. When the operational guidelines were revealed, access was reduced, the forest became overgrown, some use permits were not renewed, roads were closed, and private landholders were forced to become "willing sellers. The most serious result would be the inability to fight fire, as they are allowed to burn in parks and monuments. Wildlife and endangered species will incinerate just like the trees when an out of control fire burns their habitat.

Obama has placed 548 million acres under federal protection, over twice as much as Theodore Roosevelt's 230 million acres. We do not need anymore monuments or wilderness areas. (See Map of CA).

Turning the Sierra National Forest into a monument is a very bad idea. A horrific decision such as this would make a bad situation even worse! Those who want this are not dealing with reality. They are dealing with a fantasy based on false premises. They think a monument would return the forest to health, but they are badly misguided.

We are asking the Board today to take a strong stance against the designation of our Sierra National Forest as a National Monument, and to write a letter to all the counties that will be affected asking for them to do the same. We are requesting that you help us form a coalition of counties that will pull together and say that they refuse to have a monument within their county boundaries. You should do this now, before any designation is made. Assume it's going to happen. When it does you will have everything in place to repeal the designation.

Wendy Brown-Barry
[redacted]

CA.3

MARIPOSA COUNTY BOARD OF SUPERVISORS
November 5, 2024

Unfortunately, I am not able to attend to attend the Board of Supervisors meeting on Tuesday, but I would like to thank the Board for the letter to President Biden expressing your extreme concerns over the Range of Light National Monument. I am writing to express my strong opposition to the National Monument as well. This is nothing new, and rather than write about it again, I am attaching a letter that I wrote in 2016, because the talking points are the same.

Thank you for your consideration, and I hope you will do everything within your power to stop this unnecessary landgrab.

Wendy Brown
[redacted]

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-463

MEETING: November 5, 2024

TO: The Board of Supervisors

FROM: Steven Ward, Division Chief

RE: Approve a Letter of Support for Yosemite Sequoia Resource Conservation and Development Council's Application for 'Scaling Up the Southern Sierra Stewardship Hub' Collaborative Capacity Microgrant Program Through SCALE; and Authorize the Board of Supervisors to Sign the Letter

---

RECOMMENDATION AND JUSTIFICATION

Approve a Letter of Support for Yosemite Sequoia Resource Conservation and Development Council's Application for 'Scaling Up the Southern Sierra Stewardship Hub' Collaborative Capacity Microgrant Program Through SCALE; and Authorize the Board of Supervisors to Sign the Letter.

The Mariposa County Fire Advisory Committee (MCFAC) recommends this letter of support.

Approve a Letter of Support for Yosemite Sequoia Resource Conservation and Development Council's Application for 'Scaling Up the Southern Sierra Stewardship Hub' Collaborative Capacity Microgrant Program Through SCALE; and Authorize the Board of Supervisors to Sign the Letter.

This letter supports Yosemite-Sequoia Resource Conservation and Development Council's (Y/S RC&DC) application for the SCALE Collaborative Capacity Microgrant. This project would enable Y/S RC&DC to maintain and continue to improve the Southern Sierra Stewardship Project Hub and Database for use by the Mariposa County Fire Advisory Committee (MCFAC) and other regional entities.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Upon recommendation by Mariposa County Fire Advisory Committee, the Board of Supervisors has signed letters in support of funding opportunities for MCFAC member entities, including Resolution 2024_038.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Mariposa County will not formally support Yosemite Sequoia Resource Conservation & Development Council's pursuit of this funding source.

FINANCIAL IMPACT

None

ATTACHMENTS

1. YSRCDC SCALE Grant LOS DRAFT for BOS 10.24

VOTE RESULT

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

Mariposa County Board of Supervisors

District 1 ... ROSEMARIE SMALLCOMBE
District 2 ..... SHANNON POE
District 3 ..... DANETTE TOSO
District 4 ..... WAYNE FORSYTHE
District 5 ..... MILES MENETREY

JOE LYNCH
County Administrative Officer

DANIELLE BONDSHU
Clerk of the Board

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

October 17, 2024

Sierra Institute
P.O. Box 11, 4438 Main St
Taylorsville, CA 95983

RE: Support for 'Scaling Up the Southern Sierra Stewardship Hub'

Dear Sierra Institute,

The Mariposa County Board of Supervisors is pleased to formally support Yosemite-Sequoia Resource Conservation and Development Council's (Y/S RC&DC) application for the SCALE Collaborative Capacity Microgrant for their project, "Scaling Up the Southern Sierra Stewardship Hub", which would enable Y/S RC&DC to maintain and continue to improve the Project Hub that they have created for the Southern Sierra region. Support was recommended by the Mariposa County Fire Advisory Committee (MCFAC), which was established to provide recommendations to the Board of Supervisors on priority initiatives related to wildfire risk reduction and resource resilience.

MCFAC, which includes representatives from the Mariposa Fire Safe Council, Mariposa RCD, UCCE, Mariposa County OES, Mariposa County Public Works and Planning, CAL FIRE MMU, Sierra National Forest, Sierra Foothill Conservancy, Southern Sierra Miwuk Nation, and Sierra Tel, among others, voted in favor of supporting this important expansion of the Southern Sierra Stewardship Project Hub and Database.

The expansion would build on work funded by the Sierra Nevada Conservancy and COCO AIM to develop and launch the Project Hub and Database. This Hub provides a centralized platform for accessing data and visualizing projects, providing an invaluable resource for project development, collaborative communication, and pursuing landscape-scale connectivity. By streamlining these processes, the Project Hub increases collaborative capacity, improves data integration, and helps advance forest health goals in our region. We are confident that supporting the maintenance and improvement of this platform will empower MCFAC and Mariposa County to make even greater strides in forest management, wildfire resilience, and community collaboration.

Sincerely,

Miles Menetrey, Mariposa County Board Chair

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-464

MEETING: November 5, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve Budget Action Increasing Revenue and Appropriations to Implement the Mariposa County CalAIM PATH CITED (California Advancing and Innovation in Medi-Cal Providing Access and Transforming Health Capacity and Infrastructure Transition Expansion and Development) Grant Activities to Expand CIE (Community Information Exchange) Integrations ($384,004) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Increasing Revenue and Appropriations to Implement the Mariposa County CalAIM PATH CITED (California Advancing and Innovation in Medi-Cal Providing Access and Transforming Health Capacity and Infrastructure Transition Expansion and Development) Grant Activities to Expand CIE (Community Information Exchange) Integrations ($384,004) (4/5ths Vote Required).

Mariposa County HHSA will use the PATH CITED funds for staff time, software, user licenses, and equipment to implement a Community Information Exchange (CIE) software solution to allow for faster information sharing, referrals, and to support the System of Care approach.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This is new PATH CITED funding for staff time, software, and equipment to implement a Community Information Exchange (CIE).

On July 11, 2023 by Resolution 2023-362, the Board Ratified the submittal of the CalAIM PATH CITED Grant Application ($384,004) to Expand CIE Integrations.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board chooses not to approve the Budget Action, HHSA will not be able to expend funding awarded for the CIE integration. DHCS will likely recoup the Mariposa allocation if the activities in the application are not performed.

FINANCIAL IMPACT

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

ATTACHMENTS

1. 2025 PATH CITED - CalAIM Budget Action 20241004 signed

VOTE RESULT

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

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	INCREASE	DECREASE
3451	402	45063	State Grant Revenue - State	(384,004)	
3451	402	51111	Regular salaries and wages	107,585	
3451	402	51202	Monthly Longevity	1,088	
3451	402	52101	Retirement - Employer	11,900	
3451	402	52201	Medical/Dental/Vision	29,700	
3451	402	52205	Life Insurance	58	
3451	402	52206	Cash - Cafeteria Plan	50	
3451	402	52301	Social Security	6,013	
3451	402	52302	Medicare	1,412	
3451	402	52303	SDI	1,198	
3451	402	60301	General Professional Services	1,000	
3451	402	60411	Telephone and Internet	70,000	
3451	402	60421	Equipment Technology	3,800	
3451	402	60431	Software	150,000	
3451	402	60508	Client - Community Education and	200	
	2025 CalAIM PATH CITED Budget Action 20241004				
				0	0

TRANSFER BETWEEN FUNDS				DEBIT	CREDIT
				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 KReneey DATE 10/9/24

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-465

MEETING: November 5, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve an Agreement with Behavioral Health Care Sierra Vista Hospital in the Amount of $100,000 for Inpatient Psychiatric Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Behavioral Health Care Sierra Vista Hospital in the Amount of $100,000 for Inpatient Psychiatric Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

Mariposa County does not operate inpatient residential facilities and therefore contracts for such placement. Multiple contracts are necessary because beds are in short supply throughout California. We have successfully contracted with this facility since 2009. Under this contract, Mariposa County Health and Human Services Agency (HHSA) will reimburse Behavioral Health Care Sierra Vista Hospital Inc. as stated in Exhibit B, with an amount not to exceed $100,000 when services are required.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The previous agreement with Behavioral Health Care Sierra Vista was approved by the Board on September 20, 2023, by Resolution No. 2022-534.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this contract is not approved, HHSA crisis response workers will have greater difficulty in placing clients who require emergency psychiatric hospitalization. This may negatively impact County residents and other clients who may require emergency psychiatric services.

FINANCIAL IMPACT

The costs of this agreement were anticipated in the FY 24/25 budget and will be paid in the Mental Health 402 budget. There is no impact to the County General Fund.

ATTACHMENTS

1. Sierra Vista Hospital 2025 - V3 - CC approved

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe
SECONDER: District III Supervisor Danette Toso

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

AGREEMENT FOR ADULT PSYCHIATRIC INPATIENT 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 BHC Sierra Vista Hospital, Inc. DBA Sierra Vista Hospital, hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2024, and terminate on June 30, 2025, unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform inpatient 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 $100,000 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to

purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall release, hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, from and against any and all claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to reasonable attorneys' fees, including but not limited to those attributable to bodily injury, sickness, disease, death or injury to or destruction of property, including the loss therefrom, which arises out of or is in any way connected with the performance of this Agreement (collectively "Liabilities") to the extent caused by Contractor or its officers, agents or employees, except where such Liabilities are caused by the sole negligence or willful misconduct of County.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an

employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

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

a. County will not withhold FICA (Social Security) from Contractor's payments;
b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
c. County will not withhold state or federal income tax from payment to Contractor;
d. County will not make disability insurance contributions on behalf of Contractor;
e. County will not obtain workers' compensation insurance on behalf of Contractor.

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
BHC Sierra Vista Hospital, Inc.
8001 Bruceville Road
Sacramento, CA 95823

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

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving

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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to

this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Karampal Singh, Group CFO BHC Sierra Vista Hospital, Inc. DBA Sierra Vista Hospital
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Exhibit A
SCOPE OF WORK

Services and Personnel

CONTRACTOR shall provide psychiatric inpatient services to COUNTY beneficiaries who are authorized for services by COUNTY.

Services shall be provided to beneficiaries of COUNTY in a manner prescribed by the laws of the State of California and in accordance with the rules and regulations of relevant Federal regulations.

All personnel rendering services shall be employed by or under contract with Contractor. They shall be members of Contractor inpatient professional staff. The services shall be provided under the direction of the Contractor Facility Director and shall meet appropriate professional standards.

Progress Notes and Discharge

Contractor shall notify County of the proposed discharge date of all persons served under this Agreement.

CONTRACTOR shall participate in concurrent reviews including phone consultation and provision of current status and progress notes. Failure to participate in concurrent review may result in a determination of not meeting medical necessity and denial of claimed day.

CONTRACTOR agrees to prescribe 30 days' supply of required medication to Mariposa County Health and Human Services Agency (HHSA) clients upon discharge from Contractor's facility.

In a timely manner and as mutually agreed upon, the CONTRACTOR shall provide to the COUNTY "Case Progress Summarization Notes" and a copy of the Discharge Summary for each client including any mental health assessments and diagnosis. Prior to discharge, the CONTRACTOR shall contact the COUNTY's assigned Hospital Liaison by phone, secure email or secure fax for coordination and consultation purposes. The secure fax number is 209 742-0996 and phone is 209 966-2000. Client records shall include enough information for an evaluation of services provided.

Protected Health Information (PHI)

CONTRACTOR agrees to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity contractor performs on behalf of County, to the extent County would be required to comply with such requirements.

CONTRACTOR will train all staff on policies and procedures regarding PHI as necessary and appropriate for them to carry out their functions. Only encrypted PHI as specified in the HIPAA Security Rule be disclosed via email. Unsecured PHI will not be disclosed via email.

Contractor will comply with all applicable laws pertaining to use and disclosure of PHI including but not limited to:
HIP AA/ 45 C.F.R. Parts 160 and 164
LPS I W &I Codes Sections 5328-
5328.1545 C.F.R. Part 2
HITECH Act 42. U.S.C. Section 17921 et.
seq.CMIA Ca Civil Code 56 through
56.37
Title 9, CCR Section 1810.370(a)(3)

Security Breaches
All security breaches will be reported immediately to the Quality Assurance unit and DHCS via phone, fax, or mail within 48 hours. (As defined by the HITECH Act

Exhibit B
COST PROPOSAL

Daily rate for Fiscal Year 2025:

- Managed/Medi-Cal beneficiary: $1155.98 per clay for adolescents and adults excluding the physician fee, beginning with the day of admission up to, but not including day of discharge.

- Indigent/Short-Doyle/Non-Medi-Cal admissions: $1,1155.98 without psychiatric support services; $1,260.98 per child per day with psychiatric support services; and $1260.98 per adult per day with psychiatric support services; beginning with the day of admission up to, but not including day of discharge.

- Any applicable physician fees will be billed separately by the hospital at $105.00 per day.

- The 2025 negotiated and contracted all-inclusive inpatient rate for Medi-Cal eligible individuals 22 to 64 years of age is $1324.00 per day for accommodation code 124 and includes room and board, psychiatric services, medication, laboratory fees, medical history and physical, and all ancillary medical and psychiatric services but excludes the day of discharge.

- Mariposa County Health and Humans Services Agency (HHSA) shall make one payment for applicable physician fees per patient to Contractor. Contractor will reimburse the attending psychiatrist out of the funds received from HHSA.

- Administrative daily rate for Fiscal Year 2025: $817.64 per day for any Medi-Cal beneficia1y admitted to Contractor's facilities, excluding doctor and professional fees, for day of admission up to, but not including day of discharge.

- Contractor's claim shall be limited to the fixed rate per day noted above. In the event the Host County (Sacramento County) sets a new rate, HHSA and Contractor agree the newly set rates will supersede above stipulated rates on each applicable year. Contractor shall provide and copy of the executed host county rate letter. Rates will be effective in the applicable fiscal year.

- The rate structure utilized to negotiate the inclusive of all services defined as psychiatric impatient services in CCR, Title 9, Chapter 11, Section 1810.430 (d)(5), and the rate structure does not include non-hospital-based physician or psychological services.

- The above rates are subject to increase based on the state approved rates in effect on the date of services.

- The total amount of is not to exceed $100,000 for the term of the agreement.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-466

MEETING: November 5, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve Budget Action Increasing Revenue and Appropriations to Implement the Mariposa County USDA Rural Utilities Service Distance Learning and Telemedicine (RUS-DLT) FY2025 Grant Activities to Expand Technology Infrastructure ($379,829) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Increasing Revenue and Appropriations to Implement the Mariposa County USDA Rural Utilities Service Distance Learning and Telemedicine (RUS-DLT) FY2025 Grant Activities to Expand Technology Infrastructure ($379,829) (4/5ths Vote Required).

BACKGROUND AND HISTORY OF BOARD ACTIONS

This is additional RUS-DLT funding for technology upgrades, software, and equipment to benefit the Behavioral Health Branch.

On November 10, 2020, by Resolution 2020-655, the Board approved the USDA RUS-DLT Grant Agreement ($920,083) to expand Technology Infrastructure to promote Behavioral Health services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board chooses not to approve the Budget Action, HHSA will not be able to expend funding awarded to expand Technology Infrastructure to promote Behavioral Health services. The USDA RUS-DLT program will likely recoup the Mariposa allocation if the activities in the application are not performed.

FINANCIAL IMPACT

There is no impact on the County General Fund. Additional FY25 RUS-DLT funding is available for the costs of the planned activities.

ATTACHMENTS

1. **Budget Action for USDA RUS DLT Grant funding FY2025 10-9-24 signed**
2. **Mariposa Grant Agreement - CA0748-B17 Res. 2020-655 wSignatures**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District I Supervisor Rosemarie Smallcombe

SECONDER: District III Supervisor Danette Toso

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

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	INCREASE	DECREASE
3458	402	46043	DLT Grant Revenue - Federal	(379,829)	
3458	402	60301	General Professional Services	379,829	
	Budget Action for USDA RUS DLT Grant funding FY2025 10-9-24				
				0	0

TRANSFER BETWEEN FUNDS				DEBIT	CREDIT
				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 KKelly DATE 10/9/24

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

MARIPOSA COUNTY

Health and Human Services · (209) 966-3689

RESOLUTION - ACTION REQUESTED 2020-655

MEETING: November 10, 2020

TO: The Board of Supervisors

FROM: Eric Sergienko, County Health Officer/APCD Officer

RE: Rural Utilities Service (RUS) Distance Learning and Telemedicine Loan and Grant Program (DLT)

RECOMMENDATION AND JUSTIFICATION:
Approve a Three Year Agreement with United States Department of Agriculture Rural Utilities Services (RUS) for funding of Distance Learning and Telemedicine Grant Program in an amount not to exceed $920,083; and authorize the Board of Supervisors Chair to sign the agreement.

The total grant agreement $920,083 is comprised of $799,083 in new United States Department of Agriculture (USDA) RUS funds plus $121,000 (15%) in matching funding ($94,303 from HHSA, and $26,697 from John C. Fremont Hospital for their equipment). The HHSA match ($94,303) will be paid out of the Behavioral Health Budgets using realignment funding that would normally have been used for equipment.

The Distance Learning and Telemedicine program helps rural communities in acquiring distance learning and telemedical technologies so that county government professionals who service rural residents can link to peers in other communities and leverage respective expertise. This program provides valuable tools in improving the quality of life for thousands of residents in rural communities across the United States.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Health and Human Services Agency (HHSA) was awarded a previous grant for $252,647 that was approved by the Board of Supervisors on January 22, 2019 by Resolution 2019-42.

On March 24, 2020, the Board of Supervisors authorized HHSA to apply for technology infrastructure grant with RUS for amount not to exceed $1,000,000 by Resolution 2020-149.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this agreement is not approved, HHSA will not have the appropriate teleconferencing infrastructure to provide optimal remote services for our clients, and we will forego $799,083 in new federal funding.

Resolution - Action Requested 2020-655

FINANCIAL IMPACT:
If the Board approves and the County is awarded these funds, a budget action will be submitted at a later date when funds are scheduled to be received. There is no impact to the County General Fund.

ATTACHMENTS:
Grant Agreement - CA0748-B17 (PDF)
DLT-2020-114 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey

RES. NO. 20-655

RUS Project Designation:

CA0748-B17

DISTANCE LEARNING AND TELEMEDICINE GRANT AGREEMENT

dated as of October 7, 2020 between

COUNTY OF MARIPOSA,

as Grantee

and

THE UNITED STATES OF AMERICA

as Grantor

UNITED STATES DEPARTMENT OF AGRICULTURE RURAL UTILITIES SERVICE

DISTANCE LEARNING AND TELEMEDICINE GRANT AGREEMENT

THIS DISTANCE LEARNING AND TELEMEDICINE GRANT AGREEMENT (this "Agreement,") dated as of October 7, 2020, between **COUNTY OF MARIPOSA**, as Grantee (hereinafter the "Grantee,") a Unit of Government existing under the laws of California, and the **UNITED STATES OF AMERICA**, as Grantor (hereinafter the "Government,") acting through the Administrator of the Rural Utilities Service ("RUS.")

WHEREAS, the Grantee has applied for financial assistance ("Application") to RUS to finance a Project providing distance learning and/or telemedicine services in rural areas as described in a scope of work plan (the scope of work plan and any revisions thereto, all as approved in writing by RUS, hereinafter the "Scope of Work Plan;")

WHEREAS, RUS is willing to extend financial assistance, in the form of a grant (the "Grant") to the Grantee, pursuant to Title VII of the Federal Agriculture Improvement and Reform Act of 1996 (7 U.S.C. § 950aaa), the Funding Opportunity Announcement ("FOA") published on www.grants.gov on February 10, 2020, and all applicable federal regulations, on the terms and conditions stated herein; and

WHEREAS, the Grantee is willing to secure its other obligations to RUS on the terms stated herein;

THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the parties agree and bind themselves as follows:

ARTICLE I - DEFINITIONS

SECTION 1.1 Definitions

The terms defined herein include both the plural and the singular. Unless otherwise specifically provided, all accounting terms not otherwise defined herein shall have the meanings assigned to them, and all determinations and computations herein provided for shall be made in accordance with Accounting Requirements.

"Accounting Requirements" shall mean compliance with U.S. Generally Accepted Accounting Principles (GAAP) acceptable to RUS as well as compliance with the requirements of 2 C.F.R. part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (and by adoption, 48 C.F.R. § 31.2 of the Federal Acquisition Regulations).

"Advance" or "Advances" shall mean an advance or advances made by RUS pursuant to this Agreement.

"Application" shall have the meaning as defined in the second paragraph hereof.

"DLT Regulations" shall mean the specific RUS Regulations promulgated at 7 C.F.R. part 1734, *Distance Learning and Telemedicine Loan and Grant Program*, as amended from time to time. "Expiration Date" shall have the meaning as defined in Section 3.1(b) hereof.

"Laws" shall have the meaning as defined in Section 2.1(e) hereof.

"Matching Contribution" shall have the meaning as defined in Section 4.2(d) hereof.

"Project" shall have the meaning as defined in Section 3.2(a) hereof.

"RUS Regulations" shall mean the rules, regulations and bulletins of general applicability published by RUS from time to time, as such rules, regulations and bulletins exist at the date of applicability thereof,

and shall also include any rule and regulations of other Federal entities which RUS is required by law to implement. Any reference to specific RUS Regulations shall mean the version of and cite to such regulation effective at the date of applicability thereof.

"Scope of Work Plan" shall have the meaning as defined in the second paragraph of this Agreement.

ARTICLE II - REPRESENTATIONS AND WARRANTIES

SECTION 2.1 Representations and Warranties of Grantee

Recognizing that RUS is relying hereon, the Grantee represents and warrants, as of the date of this Agreement, as follows:

(a) *Organization; Power, Etc.* The Grantee: (i) is the type of organization specified in the first paragraph hereof, duly organized, validly existing, and in good standing under the laws of the State identified in the first paragraph hereof; (ii) is duly qualified to do business and is in good standing in each jurisdiction in which the transaction of its business make such qualification necessary; (iii) has all requisite and legal power to own and operate its assets and to carry on its business and to enter into and perform its obligations under this Agreement; (iv) has duly and lawfully obtained and maintained all material licenses, certificates, permits, authorizations and approvals which are necessary to the conduct of its business or required by applicable Laws; and (v) is eligible to obtain the financial assistance from RUS contemplated by this Agreement.

(b) *Authority.* The execution, delivery and performance by the Grantee of this Agreement and the performance of the transactions contemplated hereby have been duly authorized by all necessary action and do not violate any provision of law or any charter, articles of incorporation, organizational documents or bylaws of the Grantee or result in a breach of, or constitute a default under, any agreement, security agreement, note or other instrument to which the Grantee is a party or by which it may be bound. The Grantee has not received any notice from any other party to any of the foregoing that a default has occurred or that any event or condition exists that with the giving of notice or lapse of time or both would constitute such a default.

(c) *Consents.* No consent, approval, authorization, order, filing, qualification, license, or permit of any governmental authority is necessary in connection with the execution, delivery, performance or enforcement of this Agreement, except such as have been obtained and are in full force and effect.

(d) *Binding Agreement.* This Agreement is, when executed and delivered, the legal, valid, and binding obligation of the Grantee, enforceable in accordance with its terms, subject only to limitations on enforceability imposed in equity or by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally.

(e) *Compliance with Laws.* The Grantee is in compliance in all material respects with all federal, state and local laws, rules, regulations, ordinances, codes and orders (collectively, "Laws.")

(a) *Information Submitted with Application.* All information, reports, and other documents and data submitted to RUS in connection with the Application were, at the time the same were furnished, complete, and correct in all material respects. Any financial statements or data submitted to RUS in connection with the Application present fairly, in all material respects, the financial position of the Grantee and the results of its operations in conformity with Accounting Requirements. Since the date thereof, there has been no material adverse change in the financial condition or operations of the Grantee.

(b) *Principal Place of Business.* The principal place of business and chief executive office of the Grantee is at the address specified in Schedule I hereto.

(c) *Ratification.* By executing this Agreement, the Grantee affirms and ratifies all statements, representations and written documents that it has submitted to RUS in connection with the Grant.

(d) *Recipient and Subrecipient Reporting.* The Grantee has the necessary processes and systems in place to comply with the reporting requirements for first-tier sub-awards and executive compensation under the Federal Funding Accountability and Transparency Act of 2006, unless Grantee is exempt from such reporting requirements pursuant to 2 C.F.R. part 170.

ARTICLE III - THE GRANT

SECTION 3.1 Grant Amount and Expiration Date

(a) *Grant Amount.* RUS agrees to make and the Grantee agrees to accept, on the terms and conditions stated in this Agreement, the Grant, in the maximum amount specified in Schedule I hereto.

(b) *Expiration Date.* The Grant, and the obligation of RUS to advance the Grant, or any portion thereof, shall expire on a date (the "Expiration Date") three (3) years from the date of this Agreement. No portion of the Grant will be advanced by RUS to the Grantee after the Expiration Date. RUS, in its sole discretion, may approve a one-time extension of the Expiration Date, not to exceed 12 months, provided that the Grantee notify RUS, in writing at least ten days prior to the Expiration Date, of the reasons and need for an extension, together with a suggested, revised Expiration Date.

SECTION 3.2 Project

(a) *Grant Purpose.* The Grant has been made solely to finance the project specifically described in the Application and Scope of Work Plan (hereinafter the "Project") to furnish or improve distance learning and/or telemedicine services in rural areas.

(b) *Changes to Project.* The Grantee shall obtain the prior written approval of RUS for any material change to the scope, budget, design, construction, delivery of services, or objectives of the Project, including, but not limited to any changes to discrete budget line items, or the amount of Grant funds allocated thereto, within the overall Project. Such approved material changes shall be set forth in a revised Scope of Work Plan submitted to RUS.

ARTICLE IV - CONDITIONS OF FUNDING

SECTION 4.1 General Conditions

In connection with the execution and delivery of this Agreement, each of the following conditions shall be satisfied (all documents, certificates and other evidence of such conditions are to be satisfactory to RUS in its discretion):

(a) *Legal Matters.* All legal matters incident to the consummation of the transactions hereby contemplated shall be satisfactory to counsel for RUS.

(b) *Executed Grant Agreement.* RUS shall receive duly executed originals of this Agreement.

(c) *Articles of Incorporation, Charter, Bylaws and Organizational Documents.* With respect to corporate and cooperative grantees, RUS shall have received copies of the Grantee's articles of incorporation or charter and bylaws. With respect to limited liability companies or similar grantees, RUS shall have received copies of the Grantee's organization documents.

(d) *Authorizations.* RUS shall have received evidence satisfactory to it that all documents and proceedings of the Grantee necessary for duly authorizing the execution, delivery and performance of this Agreement have been obtained and are in full force and effect.

(e) *Approvals.* RUS shall have received evidence satisfactory to it that the Grantee has duly registered when and where required by law with all state, Federal and other public authorities and regulatory bodies and obtained all authorizations, certificates, permits, licenses, franchises and approvals necessary for, or required as a condition of, the validity and enforceability of this Agreement and for the construction and operation of the Project.

(f) *Opinion of Counsel.* For Grants in the amount of $500,000 or more, RUS shall receive an opinion of counsel for the Grantee (who shall be acceptable to RUS) in form and content acceptable to RUS.

(g) A*CH.* That Grantee agrees to use of the Automated Clearing House (ACH) Payment System that deposits funds directly into the bank account Grantee designates.

(h) *Fidelity Bond Coverage.* Except Grantees which are units of government, and except for grants that are less than $100,000, RUS shall have received evidence, satisfactory to it, that the Grantee has obtained fidelity bond coverage, from a surety doing business with the United States listed in 31 C.F.R. Part 223, in an amount at least fifteen percent (15%) of the Grant, covering all officers, employees, or agents of the Grantee authorized to receive, disburse, or receive and disburse the Grant funds. For existing RUS Borrowers, however, RUS may waive this fidelity bond coverage requirement, if after evaluation, RUS has determined that adequate fidelity bond coverage is already maintained by the Grantee as an RUS Borrower under an existing loan or guarantee agreement.

SECTION 4.2 Conditions to Advances

The obligations of RUS to approve any Advance of the Grant is subject to the satisfaction of each of the following conditions precedent on or before the date of such Advance (all documents, certificates and other evidence of such conditions precedent are to be satisfactory to RUS in its discretion):

(a) *Continuing Representations and Warranties.* That the representations and warranties of the Grantee contained in this Agreement be true and correct on and as of the date of such Advance as though made on and as of such date.

(b) *Requisitions and Supporting Documentation.* That RUS shall have received not more

frequently than once a month, a completed Standard Form 270, *Request for Advance or Reimbursement* (hereinafter "Request for Advance,") bearing the original signature of the officer, employee, or agent of the Grantee authorized to receive, disburse, or receive and disburse the Grant, and supporting documentation from the Grantee in accordance with RUS Regulations and DLT Regulations. All Advances shall be limited to the minimum amounts required for the Grantee's immediate disbursement needs and shall be requested by the Grantee only for actual immediate cash requirements of the Grantee. All Advances shall either be provided on a reimbursement basis, supported by documentation including, but not limited to, paid invoices, employee timesheets or lease agreements, or based on unpaid invoices for eligible grant purposes.

(c) *Certification of Authority.* That RUS has received from the Grantee a duly authorized and executed certification of authority designating an officer, employee, or agent of the Grantee as the person or persons authorized to execute and submit, on behalf of the Grantee, the Request for Advance.

(d) *Matching Contribution.* Evidence that the Grantee has provided or made provision for the entire matching contribution, as defined and set forth in 7 C.F.R. § 1734.22 ("Matching Contribution,") to the Project as set forth on Schedule I, or that the Grantee has provided or made provision for a pro rata Matching Contribution in an amount at least equal to the percentage (as specified in Schedule I) of the requested Advance, which evidence may be in the form of documentation including, but not limited to, paid invoices, employee timesheets, lease agreements, or bank deposit slips.

(e) *Compliance with Agreement.* That the Grantee is in material compliance with the Agreement.

(f) *Additional Documents.* The Grantee agrees to provide RUS with such additional documents as RUS may request.

(g) Additional *Conditions.* The Grantee has met all additional conditions specified in Schedule I hereto.

ARTICLE V - AFFIRMATIVE COVENANTS

SECTION 5.1 Generally

Unless otherwise agreed to in writing by RUS, while this Agreement is in effect, the Grantee shall duly observe each of the affirmative covenants contained in this Article V.

SECTION 5.2 Use of Advances

The Grantee shall expend the Grant funds only for approved purposes as set forth in the DLT Regulations, the Scope of Work Plan, the Request(s) for Advance, and in accordance with the Accounting Requirements. The Grant shall not be expended to cover any costs incurred in connection with the Project prior to the date of receipt by RUS of the Application. The Grantee acknowledges that RUS approval for any Request for Advance shall not be a waiver of any provision or requirement contained or cited herein, but shall be subject to a subsequent compliance review.

SECTION 5.3 Unused and Disallowed Advances

(a) The Grantee shall return to RUS forthwith all or any advanced portion of the Grant not disbursed by the Grantee for the Project or not needed to complete the Project with any interest earned.

(b) The Grantee shall reimburse RUS for any advanced funds whose original expenditure has been disallowed by a RUS grant audit. Disallowances shall be satisfied, as directed by RUS, by either administrative offset against requests for Advances or repaying the disallowed amount directly to the United States Treasury.

SECTION 5.4 Financial Books

(a) The Grantee shall maintain, at its premises, such books, documents, papers, or other records and supporting documents, including, but not limited to, invoices, receipts, and bills of sale, adequate to identify the purposes for which, and the manner in which Grant and other funds were expended on the Project. The Grantee shall maintain all such records and copies of forms or financial reports, submitted to RUS in connection with the Grant, for the longest of: (i) three years from the date the Grantee submits its final Project Performance Activity Report; (ii) three years from resolution of disputed items with RUS; or (iii) three years from disposition of property acquired with Grant funds during the term of the Grant.

(b) The Grantee will maintain complete, accurate, and current disclosure of the financial results of each Project in accordance with the DLT Regulations and Accounting Requirements. The source and application of funds shall be readily identified by the continuous maintenance of updated records, with all accounting records being supported by source documentation. Established procedures shall be used for determining the reasonableness, allowability, and allocation of costs in accordance with the DLT Regulations and the Accounting Requirements.

SECTION 5.5 Rights of Inspection and Compliance Reviews

(a) The Grantee shall afford RUS, the Office of Inspector General of USDA and the General Accounting Office, through its representatives, reasonable opportunity, at all times during business hours and upon prior notice, to have access to and right to inspect the Project, and any and all books, records, accounts, including electronic books, records, accounts and electronic mail messages, regardless of the physical form or characteristics, and any and all invoices, contracts, leases, payrolls, canceled checks, statements and other documents and papers of every kind belonging to or in any way pertaining to the Grant and to make copies or extracts therefrom.

(b) The Grantee shall afford RUS, reasonable opportunity, at all times during business hours and upon prior notice, to conduct a compliance review to determine compliance with this Agreement and to determine whether expenditures and disbursements of the Grant were for approved purposes, and/or in accordance with the Grantee's Request(s) for Advance and the supporting documentation thereto.

SECTION 5.6 Annual Audits

(a) Non-Federal Entities, which include Grantees that are States, local governments, Indian tribes, institutions of higher education , or nonprofit organizations, shall provide RUS with an audit pursuant to 2 C.F.R. part 200, Subpart F (Audit Requirements). The Grantee must follow subsection 200.502 in determining federal awards expended. All RUS loans impose an ongoing compliance requirement for the purpose of determining federal awards expended during a fiscal year. In addition, the Grantee must include the value of new federal loans made along with any grant expenditures from all federal sources during the Grantee's fiscal year. Therefore, the audit submission requirement for this program begins in the Grantee's fiscal year that the loan is made and thereafter, based on the balance of federal loan(s) at the beginning of the audit period. All required audits must be submitted within the earlier of: (i) 30 calendar days after receipt of the auditor's report; or (ii) nine months after the end of the Grantee's audit period.

(b) For all other entities, Grantees shall provide RUS with an audit within 120 days after the as of audit date in accordance with 7 C.F.R. part 1773, Policy on Audits of RUS Borrowers. Note that with respect to Advances that contain loan funds, the audit is required after an Advance has been made, and, thereafter, from the close of each subsequent fiscal year until the loan is repaid in full. With respect to Advances that only contain grant funds, the audit is required until all grants funds have been expended or rescinded. While an audit is required, Grantees must also submit a report on compliance and internal controls over financial reporting, as well as a report on compliance with aspects of contractual agreements and regulatory requirements.

SECTION 5.7 Project Performance and Financial Reporting

(a) *Annual Project Performance Activity Report.* No later than January 31st of the following year in which all or any portion of the Grant is first advanced and continuing in subsequent years until completion of the Project, the Grantee must submit the following information utilizing RUS' online reporting system:

(i) a comparison of actual accomplishments to the objectives established for the period;

(i) a description of any problems, delays, or adverse conditions which have occurred, or are anticipated, and which may affect the attainment of overall Project objectives, prevent the meeting of time schedules or objectives, or preclude the attainment of particular Project work elements during established time periods, accompanied by a statement of action taken or planned to resolve the situation;

(ii) objectives and timetables established for the next reporting period; and

(iii) a completed SF 425- Federal Financial Report.

(b) *Final Project Performance Activity Report.* No later than ninety (90) days after the Expiration Date, termination of the Grant, the Project completion, or the final disbursement of the Grant by the Grantee, whichever event occurs last, the Grantee must submit a report that only covers an evaluation of the success of the Project in meeting the objectives of the program.

SECTION 5.8 Miscellaneous Information to be Provided to RUS

The Grantee shall furnish to RUS such information regarding the condition, financial or otherwise, or operations of the Grantee as RUS may, from time to time, reasonably request.

SECTION 5.9 Obligations with Respect to the Construction, Operation and Maintenance of the Project

(a) *Project Management and Operation.* The Grantee shall be responsible for managing the day-to-day operations of the Project and will operate the Project in an efficient and economic manner as well as maintaining the Project in good repair. The Grantee shall provide the service described in the Application and, if the Project is owned, leased or operated by participants other than the Grantee, the Grantee shall monitor such participants and ensure the Project is operated in accordance with representations in the Application.

(b) *Construction in Accordance with Scope of Work Plan.* The Grantee shall cause the Project to be constructed and completed in accordance and within the time frame and budget set forth in the Scope of Work Plan approved by RUS.

(c) *Procurement Requirements.* The Grantee shall conduct all procurement transactions in accordance with 2 CFR §§ 200.317-326, unless it has received written approval otherwise.

(d) *General Insurance Requirements.* In addition to the fidelity bond coverage required in Subsection 4.1(h), the Grantee shall take out and maintain insurance on the Project and any other property acquired with the Grant in accordance with 2 C.F.R. § 200.310.

SECTION 5.10 Compliance with Laws

The Grantee will comply with all applicable federal statutes, regulations and requirements that govern the Application, the Project, and use of federal grant funds for this Grant.

SECTION 5.11 Nondiscrimination

(a) *Equal Opportunity Provisions in Construction Contracts.* The Grantee shall incorporate, or cause to be incorporated, the equal opportunity provisions set forth in Attachment 1 hereto into any "federally-assisted construction contract", as defined in Executive Order 11246 (30 Fed. Reg. 12,319 (1965)), as amended, and pursuant to implementing regulations at 41 C.F.R. Part 60, which is paid for in whole or in part with

Grant funds.

(b) *Equal Opportunity Contract Provisions Also Bind the Grantee.* The Grantee further agrees that it shall be bound by such equal opportunity clause in any federally assisted construction work which it performs itself other than through the permanent work force directly employed by an agency of government.

(c) *Codes of Conduct.* The Grantee shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts in accordance with 2 C.F.R. part 200.

(d) *Sanctions and Penalties.* The Grantee agrees that it shall cooperate actively with RUS and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, that it shall furnish RUS and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it shall otherwise assist the administering agency in the discharge of RUS' primary responsibility for securing compliance. The Grantee further agrees that it shall refrain from entering into any contract or contract modification subject to Executive Order 11246 with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to Part II, Subpart D of Executive Order 11246 and shall carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by RUS or the Secretary of Labor pursuant to Part II, Subpart D of Executive Order 11246. In addition, the Grantee agrees that if it fails or refuses to comply with these undertakings RUS may cancel, terminate or suspend in whole or in part this Agreement, may refrain from extending any further assistance under any of its programs subject to Executive Order 11246 until satisfactory assurance of future compliance has been received from the Grantee, or may refer the case to the Department of Justice for appropriate legal proceedings.

SECTION 5.12 Additional Project Funding

The Grantee shall ensure that adequate funding is in place to complete the Project and will, after obtaining the prior written approval of RUS, obtain loans or funds or receive binding commitments for supplemental funding in an amount needed to ensure completion of the Project.

SECTION 5.13 Matching Contribution

The Grantee shall provide the entire Matching Contribution prior to the end of the term of this Agreement and in accordance with 2 C.F.R. § 200.306.

SECTION 5.14 SAM Registration and DUNS Number

The Grantee shall comply with the additional requirements set forth in Attachment 2 regarding System for Award Management (SAM) formerly the Central Contractor Registration (CCR) and Data Universal Numbering System (DUNS) Numbers. For the

purposes of this Agreement the term "you" in Attachment 2 shall mean "Grantee" as defined hereunder. The Grantee's DUNS Number is listed in Schedule I hereto.

SECTION 5.15 Subawards and Executive Compensation

The Grantee shall comply with the additional requirements set forth in Attachment 3 regarding Subawards and Executive Compensation. For the purposes of this Agreement the term "you" in Attachment 3 shall mean "Grantee" as defined hereunder.

SECTION 5.16 Additional Affirmative Covenants

The Grantee shall comply with the additional affirmative covenants set forth in Schedule I hereto.

ARTICLE VI - NEGATIVE COVENANTS

SECTION 6.1 General

Unless otherwise agreed to in writing by RUS, while this Agreement is in effect, the Grantee shall duly observe each of the negative covenants set forth in this Article VI.

SECTION 6.2 Contracts

The Grantee shall not, without the prior written consent of RUS, enter into any contract or contracts for the operation or maintenance of the Project and shall not enter into any contract for the use by others of the Project.

SECTION 6.3 Historic Preservation

The Grantee shall not, without the prior written consent of RUS, use any Advance to construct any facility which shall involve any district, site, building, structure or object which is included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior pursuant to the Historic Sites Act of 1935 and the National Historic Preservation Act of 1966.

SECTION 6.4 Prohibition Against Internal Confidentiality Agreements

(a) The Grantee shall not require its employees, contractors, or subrecipients to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Grantee shall notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements that may currently be in effect that are inconsistent with paragraph (a) of this section are no longer in effect.

(c) The prohibition in paragraph (a) above does not contravene requirements imposed by a Federal department or agency governing the nondisclosure of classified information.

(d) If RUS determines that the Grantee is not in compliance with paragraph (a) or (b) of this section:

(1) RUS shall cease to make Grant funds available under this Agreement and shall prohibit the Grantee's use of Grant funds under this award; and

(2) RUS may pursue other remedies available due to the Grantee's material failure to comply with award terms and conditions.

SECTION 6.5 Additional Negative Covenants

The Grantee shall comply with the additional negative covenants set forth in Schedule I hereto.

ARTICLE VII – TERMINATION, SUSPENSION AND OTHER REMEDIES

SECTION 7.1 Termination of the Grant

(a) *Termination of the Grant by RUS.* RUS, in its sole discretion, may terminate the Grant, in whole or part if:

(i) RUS does not receive this Agreement, duly executed on behalf of the Grantee, within one hundred twenty (120) days from the date hereof;

(ii) all conditions to the Grant, and all conditions to advance are not satisfied within one hundred twenty (120) days from the date hereof;

(iii) RUS has determined that the Grantee has failed to materially comply with the terms and conditions of this Agreement;

(iv) any representation or warranty made by the Grantee in the Application, Scope of Work Plan, request for Advance, this Agreement, any certification, or other supporting documentation thereunder, shall prove to be incorrect in any material respect at the time made;

(v) the Grantee shall forfeit or otherwise be deprived of its charter, articles of organization, franchises, permits, easements, consents, or licenses required to carry on any material portion of its business, or an event occurs which can reasonably be expected to result in its dissolution or termination;

(vi) a court having proper jurisdiction shall enter a decree or order for relief with respect to the Grantee in an involuntary case under any applicable bankruptcy, insolvency, or other similar law now or hereafter in effect: (A) appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator, or similar

official or (B) ordering the winding up or liquidation of its affairs; or the Grantee shall commence a voluntary case under any applicable bankruptcy insolvency or other similar law now or hereafter in effect, or consent to the appointment or taking possession by a receiver, liquidator, assignee, custodian or trustee, of a substantial part of its property, or make any general assignment for the benefit of creditors; and/or

(vii) Grantee has filed for dissolution or liquidation, or upon the dissolution or liquidation of the Grantee.

(b) *Termination of the Grant by the Grantee.* The Grantee may terminate the Grant by providing written notification to RUS, setting forth the reasons for such termination, the effective date, and, in the case of a partial termination, the portion of Grant funds to be terminated. In the case of a partial termination, if RUS determines that the remaining portion of the Grant will not accomplish the Project, then RUS may terminate the Grant in its entirety, and request reimbursement of all advanced Grant funds.

(c) *Mutual Termination of the Grant.* RUS and the Grantee may mutually agree, in writing, to terminate the Grant upon certain conditions, specifying the effective date of the termination, and in the case of a partial termination of the Grant, any unadvanced portion of the Grant to be terminated and any advanced portion of the Grant to be returned to RUS.

(d) *Effect of Termination.* Upon termination of the Grant: (1) the Grantee shall not incur any new obligations after the effective date of the termination with respect to the Grant, (2) the Grantee shall cancel as many outstanding obligations as possible, and seek to mitigate the costs of any outstanding obligations, and (3) any unadvanced portion of the Grant not required for Approved Purposes shall not be available for advance by RUS and any advanced portion of the Grant not required by the Grantee for Approved Purposes or for completion of the Project shall be immediately returned to RUS.

(e) *Notice of Termination.* Written notice of termination shall be sent to the Grantee as provided for in Section 8.1 hereof, setting forth the reason(s) for termination, which termination shall be effective as of the date of receipt of such notice.

SECTION 7.2 Suspension of Advances

RUS may suspend the Grant, in whole or in part, for the reasons specified in Section 7.1 hereof as a basis for Grant termination.

(a) *Suspension Procedure.* RUS shall issue to the Grantee a suspension notice stating the reasons for the suspension, any corrective action required to be taken by the Grantee and the effective date of the suspension. The suspension shall remain in effect until the Grantee has taken all corrective actions required by RUS and RUS terminates the suspension.

(b) *Effect of Suspension.* New obligations shall not be incurred by the Grantee during the suspension, following the date of notice of

suspension, unless specifically authorized by RUS, in writing. RUS will allow necessary allowable costs which the Grantee could not reasonably avoid during the suspension, if the obligations were properly incurred prior to the date of the suspension and not in anticipation of the suspension or termination. During the suspension, appropriate adjustments shall be made to the Grant by RUS in order that credit not be given to the Grantee for disbursements made in payment of unauthorized obligations incurred by the Grantee during the suspension. RUS may also make adjustments by disallowing all or part of the costs of the Project that are not in compliance with this Agreement or RUS may withhold subsequent Advances.

SECTION 7.3 Misrepresentation and Misappropriation

(a) Upon a determination by RUS that the Grantee did not utilize the Grant in the manner and exclusively for the Project as approved by RUS, RUS may, in its sole discretion:

(i) Disallow all or a part of the expenditures and disbursements of the Grant and require the Grantee to deposit such funds in an account to be applied toward other approved Project purposes or to reimburse the Government;

(ii) Suspend making Advances; and/or

(iii) Take any other action RUS determines to be necessary including, without limitation, exercising any right or remedy available herein or at law.

(b) If any representation or warranty made by the Grantee in the Application, Scope of Work Plan, request for Advance, this Agreement, any certification, or other supporting documentation thereunder shall prove to be incorrect in any material respect at the time made, RUS may, in its sole discretion:

(i) Suspend making Advances;

(ii) Require the Grantee to reimburse the Government for all or any part of the Grant;

(iii) Terminate the Grant; and/or

(iv) Take any other action RUS determines to be necessary including, without limitation, exercising any right or remedy available herein or at law.

ARTICLE VIII - MISCELLANEOUS

SECTION 8.1 Notices

All notices, requests and other communications provided for herein including, without limitation, any modifications of, or waivers, requests or consents under, this Agreement shall be given or made in writing (including, without limitation, by telecopy)

and delivered to the intended recipient at the "Address for Notices" specified below; or, as to any party, at such other address as shall be designated by such party in a notice to each other party. Receipt of all such communications shall be deemed to have occurred when transmitted by telecopier or personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as provided for herein. The Addresses for Notices of the respective parties are as follows:

RUS
Rural Utilities Service
United States Department of Agriculture
1400 Independence Avenue, SW
Washington, D.C. 20250-1500
Attention: Administrator

With a copy to:

See Schedule I

Grantee
See Schedule I

With a copy to:

See Schedule I

SECTION 8.2 Expenses

To the extent allowed by law, the Grantee shall pay all costs and expenses of RUS, including reasonable fees of counsel, incurred in connection with the enforcement of the Agreement or with the preparation for such enforcement if RUS has reasonable grounds to believe that such enforcement may be necessary.

SECTION 8.3 No Waiver

No failure on the part of RUS to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise by RUS of any right hereunder preclude any other or further exercise thereof or the exercise of any other right.

SECTION 8.4 Governing Law

This Agreement shall be governed by and construed in accordance with applicable federal law, and in the absence of controlling federal law, by the laws of the State identified in the first paragraph herein, except those that would render such choice of law ineffective.

SECTION 8.5 Successors and Assigns

(a) This Agreement shall be binding upon and inure to the benefit of the Grantee and RUS and their respective successors and assigns, except that the Grantee may not assign or transfer its rights or obligations hereunder without the prior written consent of RUS.

(b) Pursuant to federal claims collection laws, RUS' claims hereunder may be transferred to other agencies of the United States of America; in the event of such transfer, all security interests, rights and remedies hereby granted or conferred on RUS shall pass to and inure to the benefit of any such successor agency.

SECTION 8.6 Complete Agreement; Waivers and Amendments

Subject to RUS Regulations, this Agreement is intended by the parties to be a

complete and final expression of their agreement. However, RUS reserves the right to waive its rights to compliance with any provision of this Agreement. No amendment, modification, or waiver of any provision hereof, and no consent to any departure of the Grantee herefrom, shall be effective unless approved in writing by RUS in the form of either a RUS Regulation or other writing signed by or on behalf of RUS, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

SECTION 8.7 Headings

The headings and sub-headings contained in the titling of this Agreement are intended to be used for convenience only and do not constitute part of this Agreement.

SECTION 8.8 Severability

If any term, provision or condition, or any part thereof, of this Agreement shall for any reason be found or held invalid or unenforceable by any governmental agency or court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such term, provision or condition nor any other term, provision or condition, and this Agreement shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.

SECTION 8.9 Schedules and Attachments

Each Schedule and Attachment attached hereto and referred to herein is each an integral part of this Agreement.

SECTION 8.10 Authority of Representatives of RUS

In the case of any consent, approval or waiver from RUS that is required under this Agreement, such consent, approval or waiver must be in writing and signed by an authorized RUS representative to be effective. As used in this section, "authorized RUS representative" means the Administrator of RUS, and also means a person to whom the Administrator has officially delegated specific or general authority to take the action in question.

SECTION 8.11 Amendment of Laws and RUS Regulations

Nothing contained herein shall restrict in any way RUS' right to amend, rescind or supplement any of the RUS Regulations or to seek such changes to existing Laws.

SECTION 8.12 Interest on Disallowed Amounts

Disallowed and reimbursable Advance amounts hereunder shall accrue interest payable to RUS from the date RUS delivers to the Grantee a written demand for payment. Interest shall accrue at a rate equal to the lesser of (a) twelve percent (12%) per annum or (b) the maximum interest rate permissible by law. Termination of the Grant will not affect the right of RUS to disallow expenditures and recover, in full, any amount on the basis of a subsequent audit or other review or the Grantee's obligation to return any disallowed expenditures.

SECTION 8.13 No Third-Party Beneficiary

This Agreement is exclusively between RUS and the Grantee and does not nor is

intended to create any privity of contract with any other party not a party hereto, nor to imply a contract in law or fact. Any funds advanced by RUS to the Grantee are intended to finance the Grantee's Project. Any approvals given by RUS to the Grantee are solely for the benefit of RUS. RUS is not obligated to advance grant funds on any contract, or otherwise, between the Grantee and any other party, nor intends to assume, at any time, direct obligations for payment for work, goods, or other performance under such contracts. The obligation to pay any amounts due under such contracts is solely the responsibility of the Grantee. Nothing herein, express or implied, is intended to, or shall confer upon, any other person any right, benefit, or remedy of any nature whatsoever under or by reason of the Grant Agreement between RUS and the Grantee.

SECTION 8.14 Disposition of Grant Property

Unless otherwise agreed to in writing by RUS, any and all dispositions of Grant property shall be made in accordance with federal regulations at 2 C.F.R. part 200.

SECTION 8.15 Term

This Agreement shall remain in effect until one of the following three events has occurred:

(a) The Grantee and RUS replace this Agreement with another written agreement;

(b) All of the Grantee's obligations under this Agreement have been discharged; or

(c) This Agreement has been terminated pursuant to the provisions of Article VII hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

COUNTY OF MARIPOSA

by _____
[*Signature*]

Kevin Carr, Board Chair
[*Name, Position – Please Print*]

Approved as to form:

Steven W. Dahlem
Steven W. Dahlem
County Counsel

Countersigned:

Danielle Wadley, Deputy
René LaRoche
Clerk of the Board

UNITED STATES OF AMERICA

by CHAD RUPE Digitally signed by CHAD RUPE Date: 2020.12.07 13:34:17 -05'00'

as Administrator of the Rural Utilities Service

SCHEDULE I

1. Article II Representations and Warranties

a. Section 2.1(g) Grantee's address:

County of Mariposa
PO Box 99, 5362 Lemee Lane
Mariposa, California 95338-0099

2. Article III The Grant

a. Section 3.1(a) Maximum Grant Amount: $799,083

3. Article IV Conditions of Grant Funds Release

a. Section 4.2(d) Matching Contribution amount is $121,000

b. Section 4.2(d) Matching Contribution shall be equal to at least 15.10%
% of each Advance (with credit given for those contributions exceeding 15.10% toward the next Advance). Evidence that the Matching Contribution has been made or will be made before the release of funds must be presented with the request for each Advance.

c. Section 4.2(g) Additional Conditions: None

4. Article V Affirmative Covenants

a. Section 5.14 Grantee's Data Universal Numbering System (DUNS) Number: 071859607

b. Section 5.16 Additional Affirmative Covenants: None

5. Article VI Negative Covenants

a. Section 6.5 Additional Negative Covenants: None

6. Article VIII Miscellaneous

a. Section 8.1 Grantee's address for purposes of notification: Copy sent to:

Ms. Beth Rose
Sr. Office Assistant
County of Mariposa
PO Box 99, 5362 Lemee Lane
Mariposa, California 95338-0099

b. Section 8.1 RUS' copy address for purposes of notifications: Copy sent to:

Peter Aimable, Deputy Assistant Administrator
Portfolio Mgmt. Risk Assessment Div./RUS/USDA
Stop #1595, Room 4121 South Building
1400 Independence Avenue, SW
Washington, DC 20250-1595

ATTACHMENT 1

Equal Opportunity Contract Provisions

During the performance of this contract, the contractor agrees as follows:

(a) The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

(b) The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous place available to employees and applicants for employment.

(d) The contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulation, and orders.

(f) In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or part by the Government, and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The contractor shall include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor. The contractor shall take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non- compliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ATTACHMENT 2

SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS

A. Requirement for System for Award Management (SAM) formerly Central Contractor Registration (CCR). Unless you are exempted from this requirement under 2 C.F.R. § 25.110, you as the recipient must maintain the currency of your information in SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers. If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.

2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions. For purposes of this award term:

1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at http://www.sam.gov).

2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5711) or the Internet (currently at http://fedgov.dnb.com/webform).

3. Entity, as it is used in this award term, means all of the following, as defined at 2 C.F.R. part 25, subpart C:

a. A Governmental organization, which is a State, local government, or Indian Tribe;

b. A foreign public entity;

c. A domestic or foreign nonprofit organization;

d. A domestic or foreign for-profit organization; and

e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, including 2 C.F.R. § 200.92, 2 C.F.R. § 200.93, 2 C.F.R. § 200.330, 2 C.F.R. § 200.331, and 2 C.F.R. § 200.332).

c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:

a. Receives a subaward from you under this award; and

b. Is accountable to you for the use of the Federal funds provided by the subaward.

ATTACHMENT 3

REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION.

a. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub.L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. Where and when to report.

i. You must report each obligating action described in paragraph a.1. of this award term to http://www.fsrs.gov. PLEASE NOTE: Currently underway is a consolidation of eight federal procurement systems, including the Sub-award Reporting System (FSRS), into one system, the System for Award Management (SAM). Therefore, please note that the Sub-award Reporting System (FSRS) will soon be consolidated into and accessed through SAM.gov.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at http://www.fsrs.gov specify.

b. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if--

i. the total Federal funding authorized to date under this award is $25,000 or more;

ii. in the preceding fiscal year, you received--

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at http://www.sam.gov.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if--

i. in the subrecipient's preceding fiscal year, the subrecipient received--

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 C.F.R. part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*).

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

1. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

i.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-467

MEETING: November 5, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve an Agreement with American Indian Council of Mariposa County, Inc. in the Amount of $118,990 for Counseling Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with American Indian Council of Mariposa County, Inc. in the Amount of $118,990 for Counseling Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The Department wishes to renew the sub-contract with the American Indian Council of Mariposa County, Inc. (American Indian Council) to provide outpatient mental health services for the Native American Community via the Mi Wu Mati Healing Center.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the most current agreement with American Indian Council on August 15, 2023 through Resolution No. 2023-456.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and the unique and reliable services of this facility would not be available to assist our local Native American Indians with mental health services.

FINANCIAL IMPACT

None

ATTACHMENTS

1. American Indian Council 2025 - V3

VOTE RESULT

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

AGREEMENT FOR COUNSELING 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 American Indian Council of Mariposa County, Inc., hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2024, and terminate on June 30, 2025, unless extended as provided by this Agreement.

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $118,990 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

(7) Verification of Coverage: Contractor shall furnish County with original certificates and amendatory endorsements or copies of the applicable policy language effecting

coverage required by this clause. All certificates and endorsements are to be received and approved by County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall release, hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, from and against any and all claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to reasonable attorneys' fees, including but not limited to those attributable to bodily injury, sickness, disease, death or injury to or destruction of property, including the loss therefrom, which arises out of or is in any way connected with the performance of this Agreement (collectively "Liabilities") to the extent caused by Contractor or its officers, agents or employees, except where such Liabilities are caused by the sole negligence or willful misconduct of County.

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:
American Indian Council
P.O. Box 186
Mariposa, CA 95338

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

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion,

color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for

transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as

the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Sandra Chapman, Chairperson American Indian Council of Mariposa County, Inc.
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Exhibit A
SCOPE OF WORK

I. INTRODUCTION/BACKGROUND

American Indian Council operates a mental health and substance abuse program for adults, children and adolescents at the Mi Wu Mati Healing Center.

Mi Wu Mati Healing Center is a specially designed American Indian mental health program aimed at treating local American Indians within the context and value system of their cultural beliefs. Services include individual and family counseling, crisis counseling, support groups, community education and activities aimed at enhancing and promoting cultural ways through teaching traditional classes in Native American arts, crafts and plant recognition.

Mariposa County Health and Human Services Agency (County) will contract with American Indian Council for services provided by Mi Wu Mati and provide administrative oversight of the Healing Center.

II. TECHNICAL REQUIREMENTS

The following services will be performed by American Indian Council through Mi Wu Mati Healing Center to meet demands mentioned in Expected Outcomes listed below.

- Function as an outpatient mental health counseling service to children and adults with serious emotional problems from the Native American community.
- Provide outreach to 6-12 graders for afterschool pro social, prevention, harm reduction activities.
- Retain a licensed mental health counselor to Provide individual, family, group and crisis counseling services during regular business hours
- Offer planned community outreach, specifically American Indian cultural based psycho-educational group services for children and adults

County will perform the following tasks to meet demands mentioned in Expected Outcomes listed below.

- County will provide Mi-Wu Mati access to after-hours crisis services
- Support activities provided by Mi Wu Mati, such as promotion of wellness and educational opportunities for Native American youth

III. EXPECTED OUTCOMES

The continuation of service viability in the community as evidenced by increased participation by local American Indians in Mi Wu Mati sponsored activities and counseling.

Estimated Community Intervention/Education hours: 1,000

Projected Number of Clients to be Served Annually:

	AGE	**#Served**
Severely Mentally Ill	18-64 65 & Over	7 7
Severely Mentally Ill Sessions	18-64 65 & Over	295 133
Severely Emotionally Disturbed Unduplicated	0-17	3
Severely Emotionally Disturbed Sessions	0-17	84
Adult Dual Diagnosis Sessions		4
Youth Dual Diagnosis Sessions		1
Prevention Group Activities		52
Prevention Participants		1040

IV. DELIVERABLES/SCHEDULE

- Mi Wu Mati agrees to provide Monthly data reports on clients and session frequency to County

- Mi Wu Mati agrees to provide annual data reports to County. Annual reports must be sent by Mi Wu Mati to County no later than the 10th of May. Reports will be submitted and contain information for the period consistent with this agreement**.**

- Mi Wu Mati agrees to provide monthly fiscal reports/invoices to County for the purpose of reimbursement, no later than the 10th of the month for the previous month (i.e., submit October monthly fiscal report by November 10th).

V. APPLICABLE DOCUMENTS

Please see **Mental Health Block Grant Renewal Notice**.

VI. MONITORING THE PROGRESS

American Indian Council and Mariposa County Health and Human Services Agency agree that the performance of work will be monitored during the life of the agreement as follows:

- Formal meetings between Mi Wu Mati and County representatives will be held Monthly to monitor progress, discuss information in interim reports, and ensure compliance.
- Prior to payment, County will review invoices and monthly reports for compliance with statement of work.
- When AIC certifies as a Medi-Cal provider site, review of this MHBG contract will be scheduled to prevent duplication of services.

VII. HIPAA COMPLIANCE

American Indian Council agrees to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity American Indian Council performs on behalf of County, to the extent County would be required to comply with such requirements.

Exhibit B
COST PROPOSAL

Amount to be paid to Contractor - **$118,990**

The contractor will be paid $118, 990 in 12 monthly payments of **$9915.82** for the provision of activities outlined in Exhibit A for client and community services.

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: November 5, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Proclaim the Month of November 2024, as "Adoption Awareness Month"

RECOMMENDATION AND JUSTIFICATION

Proclaim the Month of Novemeber 2024, as "Adoption Awarness Month"

Proclaiming November 2024 as "Adoption Awareness Month" gives us a chance to focus on the urgent need for loving, permanent homes for children in foster care. This year's theme, “Honoring Youth: Strengthening Pathways for Lasting Bonds,” invites us to truly listen to the voices of young people and support them in building meaningful connections with caring adults. By dedicating this month to adoption awareness, we can encourage our community to get involved, celebrate the dedication of resource parents and caregivers, and foster a deeper understanding of the diverse forms that families can take. Together, we can create a warm and supportive environment that leads to brighter futures for children and youth in need, reminding us all how important it is to nurture and connect as a community.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved similar proclamations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and miss the opportunity to recognize our resource parents, care providers, and adoptive parents, and the children and youth in need of adoption.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Adoption Awareness Month 2024 11-5-24

VOTE RESULT

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

The Mariposa County Board of Supervisors

proclaims

The Month of November 2024

as

"Adoption Awareness Month"

WHEREAS, Mariposa County recognizes that all children need love, support, security, a place to call home; and

WHEREAS, Mariposa County acknowledges that when birth families are unable to meet the ongoing needs of children born to them, adoption is the most permanent, loving option; and

WHEREAS, when youth are connected to their roots and have positive, supportive relationships with caring adults, they can develop a strong sense of identity. However, for approximately 109,000 youth waiting to be adopted- many at risk of aging out of foster care- experiencing vital connections is challenging when they are separated from their families; and

WHEREAS, during National Adoption Month, the Children's Bureau within the U.S. Department of Health and Human Services emphasizes this year's theme **"Honoring Youth: Strengthening Pathways for Lasting Bonds."** This theme underscores the importance of recognizing and valuing the voices of youth, while also fostering opportunities that strengthen their relationships and support enduring connections; and

WHEREAS, resource parents, adoptive parents, and caregivers play a crucial role in engaging with and listening to children and youth, learning from their experiences and perspectives; and

WHEREAS, Mariposa County commends our local resource parents, caregivers, and adoptive parents who work tirelessly to ensure that children and youth of all ages have access to safe, stable, and loving homes; and

WHEREAS, adoptive parents and families who have adopted from Mariposa County's Child Welfare System need and deserve recognition, respect, and support.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, hereby proclaims the month of November 2024 as **"Adoption Awareness Month"** in Mariposa County.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 5th day of November 2024, by unanimous vote.

Rosemarie Smallcombe, District I Supervisor

Wayne Forsythe, District IV Supervisor

Shannon Poe, District II Supervisor

Miles Menetrey, District V Supervisor

Danette Toso, District III Supervisor

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: November 5, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Proclaim the Month of November 2024, as "Family Caregivers and In-Home Care Providers Month"

RECOMMENDATION AND JUSTIFICATION

Proclaim the Month of November 2024, as "Family Caregivers and In-Home Care Providers Month"

Proclaiming November 2024 as "Family Caregivers and In-Home Care Providers Month," with this year's theme "I Care," is a wonderful way to honor the vital contributions of caregivers in our community who help individuals maintain their independence and dignity. This month will shine a light on the challenges these dedicated individuals face, encouraging all of us to express our gratitude and support for those who provide such important care. It’s an opportunity to advocate for policies and resources that truly enhance caregivers' well-being, reminding us of the compassion and care that connect us all. By recognizing their sacrifices and hard work, we can inspire our community to engage more deeply and improve support systems, benefiting both caregivers and the loved ones they care for.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved similar proclamations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and miss the opportunity to recognize family caregivers and in-home care providers.

FINANCIAL IMPACT

None

ATTACHMENTS

1. NFCM Month 2024 11-5-24

VOTE RESULT

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

The Mariposa County Board of Supervisors

proclaims

The Month of November 2024

as

"Family Caregivers and In-Home Care Providers Month"

WHEREAS, family caregivers, in-home care providers are the heart and soul of support for individuals needing assistance at home, helping them maintain their independence and dignity; and

WHEREAS, these remarkable individuals often give their time and energy with compassion and selflessness, making significant sacrifices in their own lives to care for others; and

WHEREAS, it is important to recognize and celebrate their invaluable contributions, as this helps raise awareness about the challenges they face and promotes access to the resources and support they need; and

WHEREAS, this year's theme, "I Care," emphasizes the deep commitment these caregivers show, reflecting their dedication to the well-being of those they support.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, hereby proclaims the month of November 2024, as **"Family Caregivers and In-Home Care Providers Month."**

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 5th day of November 2024, by unanimous vote.

Rosemarie Smallcombe, District I Supervisor

Wayne Forsythe, District IV Supervisor

Shannon Poe, District II Supervisor

Miles Menetrey, District V Supervisor

Danette Toso, District III Supervisor

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: November 5, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Proclaim the Month of November 2024, as "Veterans and Military Families Month"

RECOMMENDATION AND JUSTIFICATION

Proclaim November 2024, as “Veterans and Military Families" Month”

To honor the service and sacrifices of our veterans. This designation will provide an opportunity for our community to engage in activities that recognize and support those who have served, fostering awareness of their needs and challenges. By aligning with National Veterans Month, we can strengthen community bonds, encourage collaboration among local organizations, and ensure that the contributions of our veterans are celebrated and remembered. This proclamation will demonstrate our commitment to honoring and supporting those who have bravely defended our freedoms.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This is a new proclamation.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Miss the opportunity to honor our veterans, their sacrifices, and the contributions they make to our community and country.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Veterans & Military Families Month 2024 11-5-24**

VOTE RESULT

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

The Mariposa County Board of Supervisors

proclaims

The Month of November 2024

as

"Veterans and Military Families Month"

WHEREAS, the greatest acknowledgement of our freedom is to honor our armed forces veterans who have sacrificed and, in many instances, paid the ultimate price for our freedom; and

WHEREAS, Mariposa County recognizes and respects the more than 1,600 Veterans in our community for the many contributions they, their families, caregivers, and survivors have made to the cause of peace and freedom; and

WHEREAS, we are reminded of the important role military has played in the history and development of our country and state, and our responsibility as Americans to support and honor the selfless service of military families; and

WHEREAS, both men and women of our armed forces continue to be an inspiration to all of us through their demonstration of courage, leadership and commitment in service to our community and country; and

WHEREAS, the holiday was born of symbolism, commemorating the armistice that took effect on the 11th hour of the 11th day of the 11th month of 1918 to end World War I. A year later, America dedicated November 11th as Armistice Day to celebrate that peace the veterans who fought in the "war to end all wars."; and

WHEREAS, in 1938, Congress declared November 11th as a legal holiday, emphasizing its dedication to the cause of world peace and in 1954 President Eisenhower signed a bill into law renaming the holiday as Veterans Day; and

WHEREAS, we in Mariposa County will always remember and pay tribute to our Veterans and their families for their contribution, dedication and continued commitment.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, hereby proclaims the month of November 2024 as **"Veterans and Military Families Month"** proudly joining the rest of our nation to salute and give special honor and recognition to the men and women who have served in our armed forces.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 5th day of November 2024 by unanimous vote.

Rosemarie Smallcombe, District I Supervisor

Wayne Forsythe, District IV Supervisor

Shannon Poe, District II Supervisor

Miles Menetrey, District V Supervisor

Danette Toso, District III Supervisor

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-468

MEETING: November 5, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve a Three Year Agreement with Sierra Quest Human Services Foundation in the Amount of $1,200,000 for Short-Term Residential Therapeutic Program (STRTP) Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve a Three Year Agreement with Sierra Quest Human Services Foundation in the Amount of $1,200,000 for Short-Term Residential Therapeutic Program (STRTP) Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Previously performing services as Sierra Boys Academy, the contractor became Sierra Quest Human Services Foundation (SQHSF) as a reflection of its inclusion and expansion of services for boys and girls. It is a Medi-Cal certified provider and delivers covered Specialty Mental Health Services (SMHS) and Drug Medi-Cal Organized Delivery System (DMC-ODS) for Medi-Cal beneficiaries zero to twenty-one who meet criteria for placement in a Short-Term Residential Therapeutic Program (STRTP). STRTPs are required to provide a variety of mental health services on site and must be contracted with the county to provide these services.

Specific services under this program include Specialty Mental Health Services, Targeted Case Management, Crisis Intervention, Medication Support.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the most recent agreement with SQHSF for STRTP on August 8, 2023 through Resolution 2023-436.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and we may have longer wait times for clients to be served, and youth clients will not be served according to the higher standards of the Short-Term Therapeutic Program (STRTP).

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Sierra Quest Agreement 2024 thru 2027**
2. **Exhibit CConfidentiality_STRTP**

3. **Exhibit B Budget_STRTP**
4. **Exhibit A SOW_STRTP**

VOTE RESULT

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

AGREEMENT FOR SHORT TERM RESIDENTIAL THERAPEUTIC PROGRAM

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 Sierra Quest Human Services Foundation, Inc., hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall be for a period of three (3) years, commencing on July 1, 2024 through and including June 30, 2027. This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon the written approval of both parties no later than thirty (30) days prior to the expiration of the initial term. The Director of the Mariposa County Health and Human Services Agency is authorized to execute such written approval on behalf of County based on Contractor's satisfactory performance.

2. SERVICES

Contractor shall perform Short Term Residential Therapeutic Program (STRTP) services as described in Exhibit A, "Scope of Work" and Exhibit C, "Confidential and Information Security Provisions for Direct Service Providers, " which are attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

The maximum compensation payable to Contractor under this Agreement is $1,200,000 for the entire term of the agreement, $400,000 for the initial term of the agreement, and $400,000 for each subsequent period as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

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

A. <u>MINIMUM SCOPE AND LIMIT OF INSURANCE</u>

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than

$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be three times 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, $3,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may

be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall release, hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, from and against any and all claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to reasonable attorneys' fees, including but not limited to those attributable to bodily injury, sickness, disease, death or injury to or destruction of property, including the loss therefrom, which arises out of or is in any way connected with the performance of this Agreement (collectively "Liabilities") to the extent caused by Contractor or its officers, agents or employees, except where such Liabilities are caused by the sole negligence or willful misconduct of County.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

8. STATE AND FEDERAL TAXES

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

a. County will not withhold FICA (Social Security) from Contractor's payments;
b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
c. County will not withhold state or federal income tax from payment to Contractor;
d. County will not make disability insurance contributions on behalf of Contractor;
e. County will not obtain workers' compensation insurance on behalf of Contractor.

9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit

and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars ($10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Sierra Quest Human Services Foundation
6986 Scott Road
Mariposa, CA 95338

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

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Scott Seymour, Executive Director Sierra Quest Human Services Foundation, Inc.
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Exhibit C
CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS FOR DIRECT SERVICE PROVIDERS

1. As a covered entity, the Contractor shall comply with applicable laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code and with the privacy and security requirements of Title II of the Health Insurance Portability and Accountability Act of 1996, (Public Law 104-91) , also known as "HIPAA", and Title XIII of the American Recovery and Reinvestment Act of 2009, (Public Law 111-5) , "the ARRA/HITECH Act" or "the HITECH Act", as these laws may be subsequently amended, and implementing regulations enacted by the Department of Health and Human Services at 45 CFR Parts 160-164 , and, regulations enacted with regard to the HITECH Act. The foregoing laws and rules are sometimes collectively referred to hereafter as "HIPAA".

2. Permitted Uses and Disclosures of IIHI by the Contractor.

   A. *Permitted Uses and Disclosures.* Except as otherwise provided in this Agreement, the Contractor, may use or disclose IIHI to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate federal or state laws or regulations.

   B. *Specific Uses and Disclosures Provisions*. Except as otherwise indicated in the Agreement, the Contractor may:

      (1) Use and disclose IIHI for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided that such use and disclosures are permitted by law.

      (2) Use IIHI to provide data aggregation services to County. Data aggregation means the combining of IIHI created or received by the Contractor for the purposes of this Agreement with IIHI received by the Contractor in its capacity as the Contractor of another HIPAA covered entity, to permit data analyses that relate to the health care operations of County.

3. Responsibilities of the Contractor.

   The Contractor agrees:

   A. *Safeguards.* To prevent use or disclosure of IIHI other than as provided for by this Agreement. The Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its

activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the IIHI that it creates, receives, maintains, or transmits; and prevent the use or disclosure of IIHI other than as provided for by this Agreement. The Contractor shall provide County with information concerning such safeguards as County may reasonably request from time to time.
The Contractor shall restrict logical and physical access to confidential, personal (e.g., PHI) or sensitive data to authorized users only.

The Contractor shall not transmit confidential, personal, or sensitive data via email or other Internet transport protocol over a public network.

The Contractor shall protect all the hardware and electronic media that contain electronic protected health information (EPHI). This includes, but is not limited to, personal computers, PDAs, laptops, storage systems, back up tapes, CD-ROM disks, and removable disks. EPHI shall not be stored on laptops except as a temporary measure when capturing or creating information in the field. Such information shall be encrypted for protection and deleted after printing or transfer to a secure network server.

Contractors that transmit EPHI outside the County wide area network (WAN) are responsible for ensuring the information is safeguarded by using encryption when using the public internet or a wireless device.

B. *Mitigation of Harmful Effects*. To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of IIHI by Contractor or its subcontractors in violation of the requirements of this Agreement.

C. *Agents and Subcontractors of the Contractor.* To ensure that any agent, including a subcontractor to which the Contractor provides IIHI received from County, or created or received by the Contractor, for the purposes of this contract shall comply with the same restrictions and conditions that apply through this Agreement to the Contractor with respect to such information.

D. *Notification of Electronic Breach or Improper Disclosure*. During the term of this Agreement, Contractor shall notify County immediately upon discovery of any breach of IIHI and/or data, where the information and/or data is reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to the County BHRS Privacy Officer, within five (5) business days of discovery. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the results of the investigation, including any corrective actions taken, and copies of all Notifications made as a result of the breach, to the

BHRS Officer, postmarked within thirty (30) calendar days of the discovery of the breach to the address below:

MCHHSA Compliance Officer
Behavioral Health and Recovery Services
5362 Lemee Lane
Mariposa, CA 95338
(209) 966-2000

E. *Employee Training and Discipline.* To train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use or disclose IIHI; and discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment.

4. Termination.

A. *Termination for Cause*. Upon County's knowledge of a material breach of this Agreement by Contractor, County shall either:

(1) Provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by County.

(2) Immediately terminate this Agreement if Contractor has breached a material term of this Agreement and cure is not possible; or

(3) If neither cure nor termination is feasible, the BHRS Privacy Officer shall report the violation to the DHCS Information Security Officer of the Department of Health Care Services.

B. *Judicial or Administrative Proceedings*. County may terminate this Agreement, effective immediately, if (i) Contractor is found liable in a civil matter or guilty in a criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (ii) a finding or stipulation is made, in an administrative or civil proceeding in which the Contractor is a party, that the Contractor has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws.

C. *Effect of Termination*. Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all IIHI received from County that Contractor still maintains in any form, and shall retain no copies of such IIHI or, if return or destruction is not feasible, it shall continue to extend the protections of this Agreement to such information, and limit further use of such IIHI to those purposes that make the return or destruction of such IIHI infeasible. This provision shall apply to IIHI that is in the possession of subcontractors or agents of the Contractor.

5. Miscellaneous Provisions.

A. *Disclaimer.* County makes no warranty or representation that compliance by Contractor with this Agreement, HIPAA or the HIPAA regulations will be adequate or satisfactory for Contractor's own purposes or that any information in the Contractor's possession or control, or transmitted or received by the Contractor, is or will be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of IIHI.

B. *Assistance in Litigation or Administrative Proceedings*. Contractor shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to County at no cost to County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings against County, its directors, officers or employees for claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy based upon actions or inactions of the Contractor and/or its subcontractor, employee, or agent, except where Contractor or its subcontractor, employee, or agent is a named adverse party.

C. *No Third-Party Beneficiaries*. Nothing expressed or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than County or Contractor and their respective successors or assignees, any rights remedies, obligations or liabilities whatsoever.

D. *Interpretation.* The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with applicable laws.

E. *Regulatory References*. A reference in the terms and conditions of this Agreement to a section in the HIPAA regulations means the section as in effect or as amended.

F. *Survival*. The respective rights and obligations of Contractor under Section 5.B of this Exhibit shall survive the termination or

expiration of this Agreement.

G. *No Waiver of Obligations*. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

Exhibit B

COST
PROPOSAL

I. Monthly Invoicing and Payment:

A. The rate and terms of payment shall be as set forth below. Any modification of the rate changes shall not be binding, unless a written amendment to the Agreement is executed by the parties.

B. Contractor shall submit invoices in a form approved by HHSA no later than thirty (30) days after the last day of the month in which those services were provided, with exception of July 2027, invoices should be submitted no later than July 10th. Invoices submitted prior to the end of the billing period will be returned to Contractor for resubmission.

C. The County shall not be obligated to pay Contractor for services which are the subject of any bill submitted more than sixty (60) days after the last day of the month in which those services were provided or more than thirty (30) days after the Agreement terminates, whichever is earlier.

D. Notwithstanding the above, Contractor will submit invoices within ten (10) days of the end of The County fiscal year, June 30th of the current year.

E. All payment invoices shall be submitted to the following address:

a.) Mariposa Behavioral Health and Recovery Services
PO Box 99
Mariposa, CA 95338

F. Final approved services must be submitted on an itemized invoice.

G. Services that are not in finalized format will not qualify for reimbursement.

H. Contractor may appeal a denied or modified request for payment authorization or a dispute concerning the processing or payment of a provider's itemized invoice.

I. HHSA Contractors may utilize the Provider Problem Resolution and Appeal Processes, includes.

a.) A written appeal shall be submitted to HHSA within 90 calendar days of the date of receipt of the non-approval of payment or within 90 calendar days of HHSA's failure to act on the request in accordance with the time frames required by Sections 1820.220 or 1830.250, or established by HHSA pursuant to Section 1830.215.

b.) HHSA shall have 60 calendar days from its receipt of the appeal to inform the provider in writing of the decision, including a statement of the reasons for the decision that addresses each issue raised by the provider, and any action required by the provider to implement the decision.

(i) If the appeal concerns the denial or modification of the HHSA payment authorization request, HHSA shall utilize personnel not involved in the initial denial or modification decision to determine the appeal decision.

c.) If the appeal is not granted in full, the provider shall be notified of any right to submit an appeal to the Department of Health Services (DHCS) pursuant to Section 1850.320.

d.) If applicable, the provider shall submit a revised request for HHSA payment authorization within 30 calendar days from receipt of the HHSA's decision to approve the HHSA payment authorization request.

e.) If applicable, HHSA shall have 14 calendar days from the date of receipt of the provider's revised request for HHSA payment authorization to submit the documentation to the Medi-Cal fiscal intermediary that is required to process the HHSA payment authorization.

2. If HHSA does not respond within 60 calendar days to the appeal, the appeal shall be considered denied in full by HHSA.

II. Mental Health Medi-Cal Requirements and Payment Limitations:

A. Contractor agrees to participate fully in the Medi-Cal Specialty Mental Health program and will provide County with all documentation needed to enable the County to submit claims for services provided by Contractor to Medi-Cal beneficiaries for Mariposa County Youth placed into the STRTP with county approval.

B. Contractor's Approved Procedure Codes and Provisional Rates For Specialty Mental Health Services:

1. When billing the County for authorized services provided to County clients, Contractor will use the appropriate CPT coding as outlined in Exhibit A.

a.) Contractors billing more than one service in a day to the same client must adhere to the requirements outlined in the MCBHRS Documentation Manual around which CPT codes are allowed to be billed together.

C. Contractors will be reimbursed at the rates listed below by practitioner type (as outlined in the MCBHRS Documentation Manual) and based on documentation in the Electronic Health Records System:

Provider Type	Individual Therapy & Collateral & Case Management & ICC & Crisis	Family Therapy & Group Therapy & Rehab Group	TBS	Medication Support
Psychiatrist/ Contracted Psychiatrist	$500.00	$500.00	$500.00	$500.00
RN	$150.00			$150.00
LPHA (MFT LCSW LPCC)/ Intern or Waivered LPHA (MFT LCSW LPCC)	$175.00	$185.00	$180.00	
Mental Health Rehab Specialist	$95.00	$105.00	$180.00	
Other Qualified Providers - Other Designated MH staff that bill medical (Interns)	$95.00	$105.00		

D. **Full-Service Partnership Payment:**

1. Contractor may bill County for $833.00 per FSP client enrolled, up to four Mariposa County Youth enrolled at the STRTP monthly not to exceed

$40,000 annually. The invoice must identify the four participants.

III. DMC-ODS Outpatient Drug-Free (ODF) Payment:

Provider Type	Individual Therapy & Care Coordination & Crisis	Group Therapy & Rehab Group & IOT Group	Plan Development	Assessment/ Intake
Psychiatrist/ Contracted Psychiatrist	$500.00	$500.00	$500.00	$500.00
RN	$150.00	$150.00	$150.00	$150.00
LPHA (MFT LCSW LPCC)/ Intern or Waivered LPHA (MFT LCSW LPCC)	$175.00	$185.00	$180.00	$175.00
AOD Counselor	$112.00	$112.00	$112.00	$112.00
Other Qualified Providers - Other Designated MH staff that bill medical (Interns)	$95.00	$95.00	$95.00	$95.00

Exhibit A

SCOPE OF WORK

The Contractor shall provide services under this Agreement as follows:

A. Short Term Residential Therapeutic Program (STRTP) Overall Guidance

1. Contractor shall provide services in accordance with MCBHRS Documentation Manual. Any chart found to be out of compliance with the Documentation Manual is subject to corrective action and recoupment.

2. Contractor shall ensure that covered services are sufficient in amount, duration, or scope to reasonably be expected to achieve the purpose for which services are furnished. The Contractor shall not arbitrarily deny or reduce the amount, duration, or scope of a required service solely because of diagnosis, type, of illness, or condition of the beneficiary except as specifically provided in the medical necessity criteria applicable to the situation.

3. The Contractor shall make covered services available with respect to timeliness of routine services. Clients shall be assessed within 10 business days of admission to the STRTP. Psychiatric services are to be provided within 15 business days of request.

4. Contractor shall ensure that hours of operation are no less than the hours of operation offered to commercial enrollees if enrollees of a commercial health plan receive services by Contractor.

5. Medi-Cal beneficiaries shall receive the same level of service provided to all other clients served by Contractor. This requirement is a condition for reimbursement for specialty mental health services.

6. Contractor shall hire, train and retain experienced and competent staff, who meet the standards in the current version of the STRTP Interim Licensing Standards.

7. Contractor shall employ Evidence-Based Practices within the program in an effort to increase achievement of the County's Performance Outcome Goals.

8. Contractor shall coordinate services, site changes, personnel reassignments, and caseload capacity with the Quality Assurance Unit.

9. Contractor shall assign one or more agency representatives to attend the County's scheduled Quality Improvement Committee (QIC).

10. Contractor shall participate in monthly contract provider check ins with the County.

11. Contractor's Code of Ethics shall be consistent with County's Code of Ethics, a copy of which will be provided to Contractor annually.

12. **Workplace Requirements:**

a. Contractor shall maintain a safe facility that is as free from safety hazards as is possible. Any reporting of unsafe working conditions by employees or others shall be immediately appraised and addressed.

b. Smoking shall not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

c. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

d. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994

13. Contractor hereby certifies that it complies with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and provides a drug-free workplace.

14. Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future Agreements if the County determines that any of the following has occurred: (1) Contractor has made a false certification or, (2) violates the certification by failing to carry out the requirements as noted above.

15. **Patients' Rights and Problem Resolution Process:**

a. Pursuant to 42 C.F.R. § 438.100, Contractor shall take beneficiaries rights into account when providing services, including the right to:

i. Receive information in accordance with 42 C.F.R. § 438.10.

ii. Be treated with respect and with due consideration for his or her dignity and privacy.

iii. Receive information on available treatment options and alternatives, presented in a manner appropriate to the beneficiary's condition and ability to understand.

iv. Participate in decisions regarding his or her health care, including the right to refuse treatment.

v. Be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation.

vi. Request and receive a copy of his or her medical records, and to request that they be amended or corrected, as specified in 45 C.F.R. §§ 164.524 and 164.526.

vii. To be furnished services in accordance with 42 C.F.R. §§ 438.206 through 438.210.

viii. To freely exercise his or her rights, and the exercise of those rights will not adversely affect the way the Contractor and its providers or the Department treat the beneficiary.

b. Contractor shall comply with all relevant rules, regulations, statutes, and County policies and procedures related to individuals' rights to a grievance process, an appeal process, and an expedited appeal process.

c. Contractor shall comply with the County Medi-Cal beneficiary problem resolution process as stated in the County Beneficiary Handbook. This does not preclude Contractor's commitment to resolve problems or complaints by Medi-Cal beneficiaries as quickly as possible. Nothing in this Agreement shall prevent Medi-Cal beneficiaries from utilizing the County's and other rights and processes regarding grievances and appeals, which are guaranteed by statute.

d. Contractor shall ensure that each beneficiary has adequate information about the Contractor's processes to include at a minimum:

i. Description of grievance and appeal process;

ii. Posting notices explaining the process procedures;

iii. Making grievance forms and appeal forms along with self-addressed envelopes available for beneficiaries at Contractor sites;

iv. Making interpreter services and TDD/TTY available to beneficiaries during normal business hours.

e. No provision of this Agreement shall be construed to replace or conflict with the duties of County's Patients' Rights Advocates as described in Section 5520 of the Welfare and Institutions Code.

16. **Record Requirements:**

a. Contractor shall adhere to all policies and standards related to appropriate documentation and timeliness of documentation in client's medical record chart.

a. Clinical records shall be maintained according to County standards, policies and procedures and Short-Doyle Medi-Cal regulations. For each client who has received services, a legible record shall be kept in detail which permits effective quality management processes and external operational audit processes, and which facilitates an adequate system for follow-up treatment.

b. Clinical records shall be the property of County and maintained by Contractor in accordance with County standards.

c. The Contractor shall be subject to the examination and audit of the Department or California State Auditor for a period of three years after final payment under agreement (Government Code § 8546.7).

d. Contractor shall allow the Department, DHCS, HHS and the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized representatives, to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this Agreement, and to inspect and evaluate, and audit any and all books, records, and facilities maintained by the Contractor and its subcontractors pertaining to such services at any time during normal business hours. Books and records include, but are not limited to, all physical records originated or prepared pursuant to the performance under this Agreement including working papers, reports, financial records and books of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries. Upon request, at any time during the period of this contract, the Contractor shall furnish any such record, or copy thereof, to the Department, DCHS, or HHS. Authorized agencies shall maintain the confidentiality of such books and records in accordance with applicable laws and regulations.

e. These books and records shall be maintained for a term of at least ten (10) years after final payment is made and all pending matters closed, or, in the event the Contractor has been duly notified that the County, State, HHS, or the Comptroller General of the United States, or their duly authorized representatives, have commenced an audit or investigation of the contract, until such time as the matter under audit or investigation has been resolved, whichever is later.

17. **Credentialling and Re-credentialling Requirements:**

a. Contractor shall ensure a process for credentialing of licensed staff is in place, which includes at a minimum, background checks and license verification.

b. Ensure that each of its network providers is qualified in accordance with current legal, professional, and technical standards, and is appropriately licensed, registered, waivered, and/or certified. Providers must be in good standing with the Medicaid/Medi-Cal programs. Any provider excluded from participation in Federal health care programs, including Medicare or Medicaid/Medi-Cal, may not participate in County's provider network.

c. The uniform credentialing and re-credentialing requirements apply to all licensed, waivered, or registered mental health providers and licensed substance use disorder services providers contracting with County to deliver Medi- Cal covered services.

d. Credentialling**:**

    i. For all licensed, waivered, registered and/or certified providers, Contractor must verify and document the following items through a primary source as applicable. The listed requirements are not applicable to all provider types. When applicable to the provider type, the information must be verified by Contractor unless Contractor can demonstrate the required information has been previously verified by the applicable licensing, certification and/or registration board.

        1. The appropriate license and/or board certification or registration, as required for the particular provider type;

        2. Evidence of graduation or completion of any required education, as required for the particular provider type;

        3. Proof of completion of any relevant medical residency and/or specialty training, as required for the particular provider type; and

        4. Satisfaction of any applicable continuing education requirements, as required for the particular provider type.

        5. Providers social security number and date of birth.

        6. Providers national provider index (NPI) numbers.

    ii. In addition, Contractor must verify and document the following information from each provider, as applicable, but need not verify this information through a primary source:

        1. Work history;

        2. Hospital and clinic privileges in good standing;

        3. History of any suspension or curtailment of hospital and clinic privileges;

        4. Current Drug Enforcement Administration identification number;

5. National Provider Identifier number;
6. Current malpractice insurance in an adequate amount, as required for the particular provider type;
7. History of liability claims against the provider;
8. Provider information, if any, entered in the National Practitioner Data Bank, when applicable. See https://www.npdb.hrsa.gov/;
9. History of sanctions from participating in Medicare and/or Medi-Cal: providers terminated from either Medicare or Medi-Cal, or on the Suspended and Ineligible Provider List, may not participate in County's provider network. This list is available at: http://files.medical.ca.gov/pubsdoco/SandILanding.asp; and
10. History of sanctions or limitations on the provider's license issued by any state's agencies or licensing boards.

e. Attestation:

i. For all providers who deliver covered services, each provider's application to contract with County must include a signed and dated statement attesting to the following:

ii. Any limitations or inabilities that affect the provider's ability to perform any of the position's essential functions, with or without accommodation;

iii. A history of loss of license or felony conviction;

iv. A history of loss or limitation of privileges or disciplinary activity;

v. A lack of present illegal drug use; and

vi. The application's accuracy and completeness.

f. County will maintain credential record. Provider must notify County within 24 hours of any change of status.

g. Any licenses, certificates, or permits required by the Federal, State, County, or municipal governments for Contractor to provide the services and work described in this Agreement must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits shall be procured and maintained in force by Contractor at no expense to County.

18. **Personnel Requirements:**

a. Contractor shall adhere to the Statement of Compliance as specified in the attached Statement of Compliance Exhibit.

b. All Contractor staff providing services under the terms of this Agreement shall have successfully passed a criminal background check appropriate to their job classification and duties. Contractor shall not knowingly allow services to be provided under the terms of this Agreement by any person convicted of financial fraud involving Federal or State funds.

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

d. All personnel rendering services under this Agreement shall be employed by, or under contract to Contractor, and shall be appropriately supervised. Services shall be under the direction of Contractor's Clinical Director or employee who shall be a licensed mental health professional or other appropriate individual as described in Sections 622 through 630 of Title 9, of the California Code of Regulations.

e. All staff providing service under registration with the California State Board of Behavioral Health Science, or the Board of Psychology, shall be supervised by a licensed mental health professional, i.e., a Licensed Clinical Social Worker; Marriage Family Therapist; or Clinical Psychologist.

f. All staff providing services under this Agreement must obtain a National Provider Identifier (NPI).

g. Contractor shall follow County's procedures for registering and terminating Contractor staff from the County's Electronic Health Record (EHR). This shall include the Contractor providing County with the Contractor's staff information necessary for billing in the County EHR in a manner designated by the County, including submitting completed registration forms and copies of current licenses.

h. Contractor shall provide County with the name, a copy each of the Curriculum Vitae, Medical License, and DEA Certificate of each new physician providing services under this Agreement at least two (2) weeks prior to the provision of service.

i. All Contractor staff transporting clients under the terms of this Agreement shall have received and possess a valid California Driver's License and, if not covered by Contractor for automobile liability insurance, shall maintain at least the current California state minimum coverage.

j. Contractor's staff shall be linguistically and culturally qualified to meet the current and projected needs of the client community. Contractor shall ensure that staff providing bilingual services are fluent in their identified language.

k. Contractor will be responsible for providing training to their respective staff on County's Advanced Medical Directives policies and procedures.

19. **Federal Equal Opportunity Requirements:**

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, drug abuse, alcohol abuse or alcoholism, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, drug abuse, alcohol abuse or alcoholism, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, drug abuse, alcohol abuse or alcoholism, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, drug abuse, alcohol abuse or alcoholism, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212), The Drug Abuse Office and Treatment Act of 1972, as amended,

The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616, as amended, and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

d. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

e. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

20. **Cultural and Linguistic Requirements:**

a. Contractor shall ensure that cultural competency is integrated into the provision of services. The terms of this section of the Agreement shall be reviewed during contract monitoring meetings.

b. County will maintain the current Cultural Linguistic Competency Plan (CLCP) and its updates on the County website. Contractor shall review and attend trainings as outlined.

c. Contractor shall adhere to the provisions of the County CLCP, as submitted, and updated, and provide information as required for submitting and updating the CLCP.

d. Contractor shall document evidence that interpreter services are offered and provided for threshold languages at all points of contact. Contractor shall also document the response to the offer of interpreter services.

e. Contractor shall document its certified bilingual staff, including their title and languages and shall have the documentation readily available. Protocols on how to request interpreters shall be in place and documentation shall be provided.

f. Contractor shall have knowledge of the County's Cultural Competence Program. Contractor shall either adopt the County's Cultural Competence Program or if they maintain their own program, they shall provide evidence that their program aligns with the County's program and expectations. Evidence shall be provided at annual reviews or at on-going monitoring activities.

g. Cultural Competence training opportunities will be shared by the County. If Contractor develops their own trainings or attends offsite trainings, approval from the County's Quality Assurance Unit shall be documented to ensure that the training meets cultural competence guidelines.

h. Contractor is responsible for tracking all contracted staff's cultural competence trainings and documentation shall be readily available during monitoring visits and at on-going monitoring activities. Documentation should include evidence of monitoring and oversight, including but not limited to attendance tracking, records, sign in sheets, protocols, and action steps for staff that has not met cultural competence requirements as delineated in the County's Cultural Competence Program.

21. **Quality Management Standards:**

a. Contractor shall be in full compliance with County's Quality Management Plan and Compliance Program. County shall have access to, and conduct audits and reviews of, Contractor's records, policies and procedures, incident reports, and related activities it deems necessary to support these functions.

b. Contractor and County, to the extent feasible, shall include their respective Quality Management staff in each other's Quality Management activities. Such activities shall include, but not be limited to, Quality Improvement Councils, chart audits, program compliance reviews, and Medi-Cal certifications.

c. Contractors are to report any unusual occurrence and/or adverse incidents in a timely manner according to the Mariposa County Behavioral Health and Recovery Services Unusual occurrence reporting policy.

22. **Compliance Standards:**

a. County has accepted as policy a Compliance Plan which addresses compliance with Federal, State, and local laws, regulations, rules and guidelines. It is expected that Contractor shall maintain a similar compliance plan for its organization, which is consistent with County's Plan.

b. Contractor shall ensure that compliance is integrated into the provision of services. This shall be reviewed during contract monitoring meetings.

c. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act. Violations shall be reported to the Centers for Medicare and Medicaid Services.

d. Contractor shall comply with the provisions of Title 42, CFR, Section 438.610, and Executive Orders 12549 and 12689, "Debarment and Suspension," which excludes parties listed on the General Services Administration's list of parties excluded from federal procurement or non- procurement programs from having a relationship with Contractor.

e. Contractor shall not employ or contract with providers or other individuals and entities excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act. Federal financial participation is not available for providers excluded by Medicare, Medicaid, or the State Children's Insurance Program, except for emergency services.

f. Contractor shall not allow services to be provided under the terms of this Agreement by any officer, employee, subcontractor, agent or any other individual or entity that is on the List of Excluded Individuals/Entities maintained by the U. S. Department of Health and Human Services, Office of the Inspector General (OIG), the Excluded Parties List System/System Award Management (EPLS/SAM) databases and the California State Medi-Cal Suspended and Ineligible Provider List (S&I), maintained by the California Department of Health Care Services.

    i. Contractor shall insure that all officers, employees, subcontractors, agents or other individuals or entities are not on the two lists in this section at the time of hiring. If they are on either or all of the three lists,

they will not be hired to perform any duties under this agreement. Contractor agrees to provide evidence of verification prior to entering into the Agreement and/or upon request of the County.

ii. Contractor shall thereafter monthly ensure that all officers, employees, subcontractors, agents or other individuals or entities are not on the two lists in this section or any exclusions databases that may be mandated by the Federal and/or State government within the duration of this Agreement. Contractor is to submit evidence of monthly reporting as part of the Monitoring process referenced below.

iii. Contractor shall immediately notify the County upon discovery of any officer, employee, subcontractor, agent or other individual or entity who are found on any of the three lists in this section. In the event of this discovery, Contractor also agrees to immediately cease the staff member from performing services, that the staff member will be restricted from submitting a claim for any Medi-Cal services and that the Contractor will internally address any corrective and/or disciplinary action in regard to this staff member.

iv. County provides to Contractor the following references to the two lists found in this section. County does not guarantee that these references will not change from time to time.

1. OIG list is currently found at the following web address: http://exclusions.oig.hhs.gov/

2. A link to the S&I list is currently found at the following web address: http://files.medi-cal.ca.gov/pubsdoco/SandILanding.asp Near the bottom of the page click, on the "Suspended & Ineligible Provider List."

3. A link to the EPLS/SAM list is currently found at the following web address: https://www.sam.gov/portal/SAM/#1

Pursuant to Section 6032 of the Deficit Reduction Act of 2005, CONTRACTOR shall communicate to its employees, subcontractors, agents, and other persons providing services on behalf of Contractor the policies and procedures related to the Federal and State False Claims Act.

g. Contractor shall enter all required data into the County's Electronic Health Record (EHR). Data must be entered by the third working day after the service. County may withhold payment for services until the entry of data is current. Claims that are not brought current within one year post service will not be eligible for payment.

2. **Confidentiality and Information Security Requirements:**

a. Sierra Quest Human Services Foundation agrees to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity contractor performs on behalf of County, to the extent County would be required to comply with such requirements.

b. Contractor and its officers, employees, agents representative, subcontractors and all others acting on behalf of Contractor shall comply with applicable laws and regulations, including but not limited to Section 14100.2 and 5328 et seq. of the California Welfare and Institutions (W&I) Code, and 45 CFR Parts 160, 162, and 164 regarding the confidentiality and security of individually identifiable health information as required by the attached Confidentiality and Information Security Exhibit of this Agreement.

c. Records shall be disclosed only in accordance with all applicable State and Federal laws and regulations, including those relating to the privacy of protected health information, confidentiality of medical records, patient consents to release information, and the therapist- patient privilege. Such information shall be used only for appropriate claims and quality management purposes, unless specifically authorized by the client. Confidentiality regulations shall apply to all electronic media.

d. Contractor shall comply with County's medical record policies and procedures including, but not limited to, those related to requesting and transporting records, filing, and security. Further, Contractor shall comply with County's documentation protocols and use of forms. County shall provide training, support, and technical assistance if needed.

25. **Monitoring/review assistance requirements:**

a. Contractor agrees to maintain books, records, documents, and other evidence necessary to facilitate contract monitoring and audits pursuant to Section 640, Title 9, Division 1, Chapter 3, Article 9, of the California Code of Regulations and the policies of Behavioral Health and Recovery Services.

b. Contractor agrees that the County shall have access to facilities, program documents, records, staff, clients/patients, or other material or persons the County deems necessary to monitor and audit services rendered.

c. Contractor shall provide any necessary assistance to County in its conduct of facility inspections, and operational reviews of the quality of care being provided to beneficiaries, including providing County with any requested documentation or reports in advance of a scheduled on-site review. Contractor shall also provide any necessary assistance to County and the External Quality Review Organization contracting with the California Department of Health Care

Services (DHCS) in the annual external quality review of the quality of care, quality outcomes, timeliness of, and access to, the services being provided to beneficiaries under this Agreement. Contractor shall provide a corrective action plan when requested and correct deficiencies as identified by such inspections and reviews according to the time frames delineated in the resulting reports.

26. **Financial Relationship Requirements:**

    a. All owners/supervisors/managers must submit a Medi-Cal disclosure statement of direct or indirect ownership, interest, control, and relationship information for persons who have an ownership or a controlling interest of the Contractor.

        i. These must be submitted to the County annually and updated within 35 days after any changes in ownership occurs.

27. **Electronic Health Record Requirements:**

    a. Contractor shall utilize the county approved EHR.

    b. County shall invoice the contractor for each new staff license required at the current EHR contract rate, currently $3,211.00 per license.

    c. Contractor shall ensure that staff are assigned an individual license per user.

        i. Contractor shall maintain the following minimum network requirements:

Workstation Requirements	
Processor	Intel Processers are recommended
Memory	Minimum of 4GB if RAM with 8GB or more highly recommended
Operating System	PC: Microsoft Windows 10 Professional, higher or latest industry version available; Apple macOS: Mojave Version 10.14 or later; Apple iPad: iOS Version 12.4 or later
Internet Browsers	Latest version of Google Chrome, Internet Explorer or Mozilla Firefox. Safari Browser is not supported.
Computer/Tablets	Any computer or tablet that is running the compatible internet browsers above.
Anti-Virus/ Internet Security	Latest version/up to date anti-virus and internet security software.

B. <u>Mental Health Program</u>

1. Contractor's staff shall be available 24 hours a day, seven days a week to provide SMHS on site for Medi-Cal beneficiaries that are Mariposa County youth, who are placed at the STRTP with county approval.

2. Contractor shall provide covered Specialty Mental Health Services (SMHS) for Medi-Cal beneficiaries zero to twenty-one who meet criteria for placement in an STRTP. Services will include the following: Mental health Services:

    a. Within five calendar days of the child's arrival, an assessment must be completed. Assessment services shall include a clinical analysis of the history and current status of a beneficiary's mental, emotional, or behavioral disorder; relevant cultural issues and history; diagnosis; and the use of testing procedures.

    b. Plan Development shall consist of a service activity which includes development of client plans, approval of client plans, and/or monitoring of a beneficiary's progress, including anticipated length of stay. Each participant admitted to the STRTP must have a treatment plan within 10 calendar days of the child's arrival at the STRTP.

    c. Individual and Group Therapy shall be comprised of service activities which are therapeutic interventions that focus primarily on symptom reduction as a means to improve functional impairments. Therapy shall be focused on the goals identified in each child's Assessment and Treatment Plan. Individual Therapy shall be provided by a licensed practitioner of the healing arts (LPHA). Measurable long-term goals and short-term objectives shall be addressed with structured therapeutic interventions.

    d. Family Therapy shall be focused on the problems of the client as a family member. Assessment of family dynamics contributing to the emotional disturbance of the client, problem solving techniques and communication skills are included in family therapy. Family therapy is imperative to the successful and sustainable reunification of the client with the family. Family Therapy shall be provided by an LPHA. Measurable long-term goals and short-term objectives shall be addressed with structured therapeutic interventions.

    e. Individual and Group Rehabilitation shall be comprised of service activities with individuals and groups of individuals that may consist of:

        i. Conducting activities that provide assistance in restoring or maintaining an individual's functional skills, living skills, social skills, grooming and personal hygiene skills, meal preparation skills, medication compliance and support resources.

        ii. Counseling of the individual and/or significant support persons when the individual is present.

        iii. Training in leisure activities to achieve the individual's goals/desired results/personal milestones.

        iv. Medication education.

v. May be face to face or by telephone with individuals or significant support persons.

f. Collateral is not a standalone service and shall only be provided if through another covered mental health service. Collateral Contact shall be with one or more significant support person(s) in the life of the client. This may include consultation and training to assist in better utilization of services and understanding mental illness. Collateral services shall include, but are not limited to, helping significant support person(s) to understand and accept the client's condition and involves them in a treatment service planning and implementation of the client plan. Collateral shall be provided by an LPHA.

g. Intensive Home Base Services (IHBS) are intense, individualized, strength- based, and needs-driven interventions designed to ameliorate mental health conditions that interfere with a child/youth's functioning. They are aimed at helping the child/youth build skills necessary for successful functioning in the home and community and at improving the family's ability to help the child/youth successfully function in the home and community. IHBS services support the engagement and participation of the child/youth and his/her significant support persons and help the child/youth develop skills and achieve the goals and objectives of their plan.

h. Targeted Case Management

i. Case Management services are activities provided by the program staff to access needed medical, education, social, prevocational, vocational, rehabilitative, or other needed community services for eligible individuals if it is due to their mental health condition that is restricting them from accessing these services. May include consultation, communication, coordination, and referral; monitoring of service delivery to ensure an individual's access to services; monitoring of the individual's progress; and placement services.

ii. Intensive Care Coordination are key service components that must fully integrate a Child and Family Team (CFT) into the process and typically requires more frequent and active participation by an ICC coordinator to ensure the needs of the child/youth are appropriately and effectively met. The following are ICC components/activities. One of more of the following must be described in the description of the interventions in the progress note documentation:

1. Assessing: Client and family needs/strengths; The adequacy and availability of resources; Reviewing information from family and

other sources; Evaluating effectiveness or previous interventions and activities.

2. Service Planning and Implementation: Developing a plan with specific goals, activities, and objectives; Ensuring the active participation of client and individuals involved and clarifying the roles of the individuals involved; identifying the interventions/course of action targeted at the client's and family's assessed needs.

3. Monitoring and Adapting: Monitoring to ensure that identified services and activities are progressing appropriately; Changing and redirecting actions targeted at the client's and family's assessed needs.

4. Transition: Developing a transition plan for the client and family to foster long term stability including the effective use of natural supports and community resources.

h. Crisis Intervention shall be provided by Contractor as needed. All staff working with the clients shall be trained in crisis intervention. Crisis intervention is an immediate response service enabling the client to cope with an urgent condition, while maintaining his/her status as a functioning community member to the greatest extent possible. A crisis service is an unplanned service that is targeted to reduce the chance that the client will develop an emergent psychiatric condition. Crisis intervention services shall be limited to stabilization of the problem that might lead to a psychiatric emergency.

i. Medication Support shall include prescribing, administering, dispensing, and monitoring of psychiatric medications or biological necessary to alleviate the symptoms of mental illness which are provided by a staff person, within the scope of practice of his/her profession. Medication support services shall be provided within the staff person's scope of practice (Physician, Nurse Practitioner Registered Nurse, Licensed Vocational Nurse, or Psychiatric Technician). Contractor's consulting Psychiatrist shall assess all clients. Clients who are prescribed medications will be seen more frequently. Clients who remain stable on medications may be seen for medication support services by Contractor's Psychiatrist twice a month. Those clients who are not yet stabilized may need to be seen more and pre-authorization will be requested. With the intensity of the diagnosis and age of the client, close evaluation of the clinical effectiveness and side effects of the medications is critical. New medications and changes in medications dosage require close monitoring. With Doctors orders, contractor's nursing staff will meet the client between visits with the Psychiatrist to evaluate the clinical effectiveness and side effects of medications. This service shall also include:

   i. Evaluation of the need for medication

ii. Evaluation of clinical effectiveness and side effects of medication
iii. Obtaining informed consent
iv. Medication education (including discussing risks, benefits, and alternatives with the individual or significant support persons)
v. Plan development related to the delivery of this service and/or to the status of the individual's community functioning
vi. Prescribing psychiatric medications

2. For each child, the STRTP must ensure that there is a minimum of one written daily mental health progress note.

3. Each child in the STRTP should be enrolled in the full-service partnership (FSP) program.

    a. Providers must conduct a partnership assessment form (PAF) of the client and must be completed prior to the client being enrolled in the FSP. The PAF form can be found in the electronic health record (EHR).

    b. Providers must also conduct key event data (KET) forms to document emergency interventions and other changes, utilizing the KET form in the EHR.

    c. Providers must also review and complete a Quarterly Assessment (QM) form at least once quarterly from the original partnership date.

4. Contractor shall provide comprehensive mental health assessments for Medi-Cal beneficiaries zero to twenty-one to determine if they meet medical necessity for SMHS. This shall not include any assessment to determine if the individual meets criteria for STRTP placement.

5. The Contractor shall provide County's Medi-Cal beneficiaries with County's most current beneficiary brochure and provider list when a Medi-Cal beneficiary first receives a specialty mental health service from Contractor or upon request. Contractor may obtain copies of County's beneficiary brochure and provider list from County.

6. Contractor shall participate in scheduled Child and Family Team (CFT) meetings as mandated within Continuum of Care Reform (CCR) and Katie A implementation standards. Contractor will implement a tracking system to ensure compliance with regulations and use tracking systems to report in mid-year and year end reports.

7. Contractor shall provide results of internal surveys on the year-end report.

8. Contractor shall keep a record of those clients meeting Katie A subclass criteria. Contractor shall implement a system to consistently identify, track and report to County those meeting Katie A subclass criteria and report this information monthly, as well as in the mid-year and year-end reports.

9. Contractor shall utilize the "Child and Adolescent Needs and Strengths" (CANS-50) tool with the Medi-Cal beneficiaries ages six through twenty at assessment, every six months, and discharge.

10. Contractor shall utilize the Pediatric Symptom Checklist (PSC-35) tool for Medi-Cal beneficiaries ages three through seventeen at assessment, every six months, and discharge.

11. As part of the mental health program, Contractor shall provide Substance Use Disorder (SUD) screening, assessment and referrals in addition to developing internal staff expertise related to substance use disorder.

12. Contractor must ensure that all Presumptive Transfer documentation has been received for out of county Medi-Cal beneficiaries prior to placement in the STRTP.

13. Contractor will get Service Authorization Requests (SARS) for Kin-GAP and AAP clients from placing counties and will submit to Mariposa County Behavioral Health and Recovery Services for approval.

14. It is expected that the contractor shall provide covered SMHS in accordance with requirements of Assembly Bill 1299 (AB1299)/Presumptive Transfer. The contractor will implement a tracking system to ensure compliance with regulations and use the tracking system to report this information monthly, as well as in the mid and year end reports.

15. Contractor shall actively engage in discharge planning for each Medi-Cal beneficiary from the day of admit to the STRTP, coordinating this with the members of the CFT. Discharge planning shall be a focus throughout treatment.

16. Contractor shall ensure that Medi-Cal beneficiaries transfer or step down to the appropriate level of service upon discharge from the STRTP.

17. **Mental Health Program Outcomes Reporting:**

    a. It is expected that the youth's ability to function in the home, school and community will improve as indicated by youth report, caregiver report, school report/records, therapist evaluation.

    b. It is expected that clients and families served by Contractor through this Agreement will report an overall positive response on consumer satisfaction surveys of at least 85%. Copies of the completed surveys should be clearly labeled and forwarded to County's Quality Assurance Unit.

    c. It is expected that Contractor will have 85% or greater positive response on the consumer satisfaction survey for youth when asked the following question: "I am better able to cope when things go wrong."

d. It is expected that 90% of youth placed at the STRTP will have an assessment to determine eligibility for SMHS within five (5) business days of the placement at the STRTP. Contractor shall utilize a tracking system to measure this requirement. For good cause, Contractor shall notify the Quality Assurance Unit when unable to meet the assessment expectation.

e. It is expected that Contractor provides services and a stable environment in which youth can successfully transition into a lower level of placement with at least partially met treatment goals:

    i. Within six (6) months (25%)

    ii. Not within six (6) months (25%)

f. It is expected that the Contractor will provide data on what placement and services youth are discharging into.

g. It is expected that youth at the STRTP will be provided services utilizing an Evidence Based Practice and that Contractor shall provide outcomes to County from that practice and the associated tool.

h. For those youth who remain in treatment at the STRTP for a six (6) month period or longer, it is expected that they will have a reduction in psychiatric hospitalizations during treatment at the STRTP in comparison to the six (6) month period prior to placement at the STRTP.

i. It is expected that 30% of the youth receiving treatment at the STRTP will show progress in the three (3) areas on the CANS that have the highest percentage of youth with an actionable need on the initial CANS during the reporting period. The Contractor shall report CANS outcomes in the mid-year and end of year reports.

j. It is expected that 90% of youth who have successfully completed treatment have a scheduled appointment for outpatient services within fourteen (14) business days of discharge.

k. It is expected that 80% of children receiving services will have a Primary Care Physician (PCP) noted in the database.

l. It is expected that the Contractor will make Primary Care Physician (PCP) contact for 70% of those children receiving services with PCP's during the term of this Agreement.

m. Contractor shall work toward BHRS standard with regard to timeliness of service documentation from 0-3 day in the EHR. Contractor shall meet compliance standards of 90% and report out data at Mid-Year and Year-End Reports.

n. Contractor shall submit a mid-year program report electronically to the following email address: lrumfelt@mariposacounty.org by February 15th of each year. The report shall include data related to performance outcomes, cultural competency integration, challenges and the strategies employed to overcome them.

o. Contractor shall submit a year-end program report electronically to the following email address: lrumfelt@mariposacounty.org by August 15th of each year. The report shall include a summary of the year's events; an update on the challenges and strategies; evidence of meeting contract outcomes; update of cultural competency activities; staff training, number and percentage of staff that have received HIPAA training; number of complaints regarding breach of confidentiality and disclosures of PHI, number of internal incidents of disclosure discovered, description of incident, action taken to mitigate risk, outcome of incident; evidence of use of the Language Line and interpreters; and inventory list.

23. **Authorization Requirements:**

a. All services must have prior authorization by County's Utilization Management. Services Shall be authorized only for those clients noted as Severely Mentally Ill or Severely Emotionally Disabled. All mild to moderate cases shall be referred to the appropriate Medi- Cal Managed Care Plan.

b. Contractor shall complete and authorize initial Client Care Plan. At any time, County may require the authorization of an initial Client Care Plan be done through Utilization Management. Each subsequent Client Care Plan shall be submitted to Utilization Management prior to the expiration of the previous authorization to receive a new authorization for the upcoming year.

24. **Nondiscrimination Laws and Regulations:**

a. During the performance of this Agreement, Contractor and its officers, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment, unpaid intern, volunteer, independent contractor, or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age (over 40), political affiliation or belief, gender/sex, sexual orientation, gender identity, gender expression, or military or veteran status. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination

policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Federal Regulations.

b. Consistent with the requirements of applicable Federal or State Law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of clients, assignment of accommodations, treatment, evaluation, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age (over 40), sexual preference, or mental or physical disability (including individuals with AIDS or those with a record of or who are regarded as having a substantially limiting impairment), or medical condition (cancer-related), pregnancy related condition, or political affiliation or belief. This policy shall be in writing, in English and Spanish. It shall be posted in all public areas.

c. Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

d. Contractor shall provide a system by which recipient of service shall have the opportunity to express and have considered their views, grievance, and complaints regarding Contractor's delivery of services.

25. **Billing and Payment Requirements:**

a. County shall reimburse Contractor for only those services that were authorized and approved by local or State entities. County shall reconcile payments, which have been made for these services, periodically. The reconciliation will be based upon the total authorized and approved units of service captured in County's Electronic Health Record (EHR).

i. Contractor agrees to maintain books, records, documents, and other evidence necessary to facilitate contract monitoring and audits pursuant to Section 640, Title 9, Division 1, Chapter 3, Article 9, of the California Code of Regulations and the policies of Behavioral Health and Recovery Services.

26. Contractor agrees that the County shall have access to facilities, program documents, records, staff, clients/patients, or other material or persons the County deems necessary to monitor and audit services rendered.

27. Contractor shall provide any necessary assistance to County in its conduct of facility inspections, and operational reviews of the quality of care being provided to beneficiaries, including providing County with any requested documentation or reports

in advance of a scheduled on-site review. Contractor shall also provide any necessary assistance to County and the External Quality Review Organization contracting with the California Department of Health Care Services (DHCS) in the annual external quality review of the quality of care, quality outcomes, timeliness of, and access to, the services being provided to beneficiaries under this Agreement. Contractor shall provide a corrective action plan when requested and correct deficiencies as identified by such inspections and reviews according to the time frames delineated in the resulting reports.

a. Upon request by County, Contractor shall repay County for audit exceptions as a function of BHRS, State, or Federal Medi-Cal audits which occur within the next three (3) fiscal years for the applicable fiscal year, within thirty (30) days from date of request, unless otherwise negotiated with the county.

b. Payment by County to Contractor shall be payment in full for services provided and documented fully.

    i. County will have no obligation to pay for any services that are not provided in accordance with the CalAIM documentation changes.

c. Contractor shall hold harmless both the State and Medi-Cal beneficiaries in the event County cannot or will not pay for services performed by Contractor pursuant to this Agreement.

d. Both parties acknowledge that the State of California will continue to seek State or Federal revenue enhancements throughout the term of this Agreement. If a specific strategy adopted by the State affects the funding that County uses to support this Agreement, the parties agree to re-negotiate the applicable terms.

e. Final payment for services provided under the terms of this Agreement may be withheld pending fiscal reconciliation.

f. County shall reimburse Contractor for any undisputed invoices, which County and Contractor agree represent the costs of delivering the services required under the terms of this Agreement for the period covered by the invoice, within 45 days of invoice receipt. Contractor shall manage the program operations and program costs to insure the provision of services for the full term of this Agreement.

g. Monthly invoices shall be equal to the monthly program costs for delivering the services required under the terms of this Agreement. Contractor shall provide a monthly expenditure report to accompany the invoice in support of the program costs.

h. Contractor shall submit invoices and expenditure reports electronically to lrumfelt@mariposacounty.org, or by mail to the following address:

    i. Mariposa County Behavioral Health & Recovery Services (MCBHRS) 5362 Lemee Lane

    Mariposa, CA 95338
    Attention: Lynn Rumfelt

i. Any recoupment of funds by DHCS of contractor services are subject to recoupment of the contractor, as a result of state or federal audits.

    i. Any claims that are denied due to incorrect coding in the EHR may subject to recoupment.

j. Contractor shall establish and maintain accounting and fiscal practices that comply with its obligations pursuant to Section 1840.105, Chapter 11, Medi-Cal Specialty Mental Health Services and Title 9, California Code of Regulations.

28. **Medi-Cal Certification requirements:**

a. Contractor shall maintain certification as an organizational provider of Medi-Cal Specialty Mental Health Services in compliance with all federal and state laws and regulations pertaining to Short Doyle Medi-Cal during the term of this Agreement. This includes meeting all staffing and facility standards required for organizational providers of Medi-Cal Specialty Mental Health Services as claimed. Contractor shall also notify the County's Quality Assurance Unit in writing of anticipated changes at least sixty (60) days prior to such change. Such changes could include a change in ownership, a change in location, any planned structural changes require a new fire clearance and when medications will be administered or dispensed from the Contractor site. A Medi-Cal site certification review is required for all new locations. A review can only be conducted after a fire clearance on the new site is obtained. All Medi-Cal billing for services at locations not yet certified shall be suspended until a fire clearance is received and certification has been concluded. Contractor may not be reimbursed for services provided which are not Medi-Cal billable.

b. The storage and dispensing of medications on site shall be in compliance with all pertinent State and Federal standards.

29. **Informing Materials Requirements:**

a. The following information must be posted in the lobby of all contract providers:

    i. Client Problem Resolution Process

    ii. Grievance/Appeal forms with self-address envelopes

iii. MCBHRS Brochure

iv. Advance Directive Brochure

v. Notice of Privacy Practices (NPP)

vi. Beneficiary Handbook

vii. Client's Rights Poster

viii. Equal Opportunity

ix. Notice to clients that there is assistance to complete forms (as needed)

x. Language assistance is free of charge.

xi. Non-discrimination notice in English

xii. Early Periodic Screening Diagnosis and Treatment/Therapeutic Behavioral Services (EPSDT/TBS)

xiii. Change of Provider Form

xiv. Second Opinion Request

b. The following information must be documented as being offered to the Medi-Cal beneficiary upon entering services and upon request:

i. Demographic Information

ii. Client's Rights and Privileges of Confidentiality

iii. Client Problem Resolution Process

iv. MCBHRS Mental Health Provider Directory for Specialty Mental Health Services

v. Advanced Directive Notices Information (Adults Only)

vi. Notice to Medi-Cal Beneficiaries

vii. Acknowledgement of Receipt of the NPP.

viii. Payment Policy

ix. Beneficiary Handbook (in English and Large Print) (The website allows computers with screen reader or text-to-speech software to read the materials to sight-impaired people).

c. The following information must be documented as being offered to the Medi-Cal beneficiary at least annually:

i. Notice of Privacy Practices (NPP)

ii. Beneficiary Handbook

d. The above information also must be available in easily accessible locations at all provider sites, so that the beneficiary does not have to ask anyone to get them.

30. **Reporting Requirements:**

a. Contractor shall submit an annual report on Contractor's staff language and ethnicity as of the payroll period ending closest to December 1st each year. This report shall be submitted electronically to BHRS Contract Services by December 31st each year to the following e- mail address; lrumfelt@mariposacounty.org

b. Contractor shall report all incidents of client suicides, homicides, or other unusual occurrences resulting in serious harm to clients or staff, using the Outpatient Incident/Occurrence Reporting Form. Such forms shall be faxed to County's BHRS Quality Assurance Supervisor within twenty-four (24) hours of time of occurrence or as soon as possible.

c. Contractor shall provide County with any other reports, which may be required by State, Federal or local agencies for compliance with this Agreement.

C. <u>Substance Use Program</u>

1. Contractor shall perform the following drug-free treatment services to non-perinatal clients:
    a. Available modalities:
        i. Assessment/Intake
        ii. Care Coordination
        iii. Treatment Planning
        iv. Crisis intervention
        v. Group Counseling
        vi. Individual Counseling
        vii. Discharge Planning
        viii. Discharge
2. Contractor will adhere to the following:
    a. Provide outpatient drug-free recovery services to COUNTY beneficiaries who are authorized for services by COUNTY.
    b. Ensure that services shall be provided to beneficiaries of COUNTY in a manner prescribed by the laws of the State of California and in accordance with the rules and regulations of relevant Federal regulations.
    c. Abide by all requirements and services for youth as outlined in the Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) Mandate.
    d. Provide the COUNTY with reports on a quarterly basis and documentation as requested within two weeks of request.
    e. Meet with MCBHRS no less than 1 (one) time monthly for contract monitoring and programmatic progress.
    f. For each county placement, provide a monthly progress report to the Substance Use Disorder Supervisor.

g. Ensure that prior to exiting the program (either successfully or unsuccessfully) that each client has a transition plan. County will make available a team meeting within 7 (seven) days of request.

h. Notify COUNTY of the proposed discharge date and ensure that prior to exiting the program (either successfully or unsuccessfully) that each client has a transition plan and ensure coordination of continuing services. County will make available a team meeting within 7 (seven) days of request date of all persons served under this agreement.

i. In a timely manner and as mutually agreed upon, the CONTRACTOR shall provide to the COUNTY "Case Progress Summarization Notes" and a copy of the Discharge Summary for each client. Prior to discharge, the CONTRACTOR shall contact the COUNTY's Substance Use Disorder Supervisor by secure email or secure fox fax for coordination and consultation purposes. Secure fax number is (209) 742-0996. Client records shall include enough information for an evaluation of services provided. The CONTRACTOR shall provide the COUNTY a copy of statistical reports as requested for submission to the state, federal and local agencies for compliance or reimbursement purposes.

j. Obtain and maintain certification through the Department of Health Care Services (DHCS) to provide outpatient drug-free treatment Medi-Cal Services.

k. Coordinate care with Probation and MCBHRS.

3. **Additional Contract Restrictions:**

a. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

4. **Personnel Requirements:**

a. Ensure that all personnel rendering services shall be employed by or under contract with the CONTRACTOR. They shall be members of CONTRACTOR professional staff. The services shall be provided under the direction of the CONTRACTOR facility Director and shall meet appropriate professional standards.

5. **Contract Termination:**

a. Services provided by the CONTRACTOR will not relocate or reduce in type or frequency without notification to the MCBHRS within 24 hours and approved by the Department of Health Care Services.

6. **Compliance Monitoring:**

a. The CONTRACTOR shall allow for compliance monitoring, including fiscal monitoring and be accountable for audit exceptions for failure to comply with requirements. Any decencies identified during compliance or fiscal monitoring will require a Corrective Action Plan to be submitted to the county.

7. **Additional DMC Requirements:**

a. If the CONTRACTOR receives DMC funds, the CONTRACTOR shall comply with Minimum Quality Drug Treatment Standards for DMC [(DMC MQDTS document 2F(a)] and/or SABG [(DMC MQDTS document 2F(b)], as applicable.

b. Contractor and subcontractors that provide DMC services shall be responsible for verifying the Medi-Cal eligibility of each beneficiary for each month of service prior to billing for DMC services to that beneficiary for that month. Medi-Cal eligibility verification should be performed prior to rendering service, in accordance with and as described in the DHCS DMC Provider Billing Manual. Options for verifying the eligibility of a Medi-Cal beneficiary are described in the Department of Health Care Services DMC Provider Billing Manual.

8. **Hatch Act:**
   a. CONTRACTOR agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 15011508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
9. **No unlawful use or unlawful use messages regarding drugs:**
   a. CONTRACTOR agrees that information produced through these funds, and which pertains to drugs and alcohol - related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, CONTRACTOR agrees that it will enforce, and will require its subcontractors to enforce, these requirements.
10. **Limitation on use of funds for promotion of legalization of controlled substances:**
   a. None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).
11. **Debarment and Suspension:**
   a. CONTRACTOR shall not subcontract with any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
   b. The CONTRACTOR shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.
12. **Protected Health Information:**
   a. Train all staff policies and procedures regarding PHI as necessary and appropriate for them to carry out their functions in accordance with 42 CFR and HIPAA.

   b. Use only encrypted PHI as specified in the HIPAA Security Rule be disclosed via email. Unsecured PHI will not be disclosed via email.

c. All workforce members who assist in the performance of functions or activities on behalf of the Department, or access or disclose Department PHI or PI must complete information privacy and security training, at least annually, at CONTRACTOR's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following termination of this Agreement.

13. **Health Insurance Portability and Accountability Act (HIPAA) of 1996.**

a. All work performed under this Contract is subject to HIPAA, CONTRACTOR shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit F, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies.

b. Trading Partner Requirements: No Changes. CONTRACTOR hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the 12 Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

i. No Additions. CONTRACTOR hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

ii. No Unauthorized Uses. CONTRACTOR hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).

iii. No Changes to Meaning or Intent. CONTRACTOR hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

c. Concurrence for Test Modifications to HHS Transaction Standards - CONTRACTOR agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, CONTRACTOR agrees that it will participate in such test modifications.

d. Adequate Testing - CONTRACTOR is responsible to adequately test all business rules appropriate to their types and specialties. If the CONTRACTOR is acting as a clearinghouse for enrolled providers, CONTRACTOR has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

e. Deficiencies - CONTRACTOR agrees to correct transactions, errors or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the CONTRACTOR is acting as a clearinghouse for that provider. When County is a clearinghouse,

CONTRACTOR agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

f. Code Set Retention - Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

g. Data Transmission Log - Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

14. **Charitable Choice:**

a. Nondiscrimination and Institutional Safeguards for Religious Providers - CONTRACTOR shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54, (Reference Document 1B).

15. **Counselor Certification:**

a. Any counselor or registrant providing intake, assessment of need for services, treatment, or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in Title 9, CCR, Division 4, Chapter 8, (Document 3H).

16. **Cultural and Linguistic Proficiency:**

a. To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V). If the provider chooses not to participate in MCBHRS annual training, CONTRACTOR must provide the training at CONTRACTOR'S expense and provide proof of annual training.

17. **Intravenous Drug Use (IVDU) Treatment:**

a. CONTRACTOR shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

18. **Restriction on Distribution of Sterile Needles:**

a. No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

19. **Tuberculosis Treatment:**

a. CONTRACTOR shall ensure the following related to Tuberculosis (TB):

i. Routinely make available TB services to each individual receiving treatment for AOD use and/or abuse.

ii. Reduce barriers to patients' accepting TB treatment.

iii. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

20. **Trafficking Victims Protection Act of 2000:**
    a. CONTRACTOR and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (22 United States Code (USC) 7104(g)) as amended by section 1702 of Pub. L. 112-239. CONTRACTOR will provide annual training on TVPA for all staff.
21. **Tribal Communities and Organizations:**
    a. CONTRACTOR shall regularly assess (e.g. review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, survey Tribal representatives for insight in potential barriers, the substance use service needs of the American Indian/Alaskan Native (Al/AN) population within the County geographic area, and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to Al/NA communities within the County.
22. **T.Byrd Anti-Lobbying Amendment (31 USC 1352)**
    a. CONTRACTOR certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. CONTRACTOR shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
23. **Nondiscrimination in Employment and Services:**
    a. By signing this Contract, CONTRACTOR certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, CONTRACTOR will not unlawfully discriminate against any person.
24. **Federal Law Requirements:**
    a. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.

    b. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.

c. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 —6107), which prohibits discrimination on the basis of age.

d. Age Discrimination in Employment Act (29 CFR Part 1625).

e. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

f. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

g. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.

h. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

i. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.

j. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

k. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

l. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A-E).

m. CONTRACTOR shall provide services to all eligible persons in accordance with state and federal statutes and regulations and assure in the planning for the provision of services that clients are provided educational materials or other resources for the provision of services.

25. **State Law Requirements:**

a. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).

b. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

c. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.

d. No state or federal funds shall be used by the CONTRACTOR or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the CONTRACTOR or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

e. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

f. CONTRACTOR shall participate in the County Behavioral Health Director's Association of California. CONTRACTOR shall attend meetings, special meetings called by DHCS director and represent the program for the purpose of a relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

g. CONTRACTOR shall provide timely access to care and services in accordance with CFR 42 (§ 422.112 Access to services) and ensure state standards, taking into account the urgency of the need for services.

h. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.

i. No federal funds shall be used by the County or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the County or its subcontractors to provide, direct, immediate, or substantial support to any religious activity.

26. **Reporting and Invoicing:**
    a. CONTRACTOR shall submit detailed invoices and receipts of exact costs to be paid by COUNTY by the 15th of every month with the exception of the last invoice of the fiscal year being submitted no later than July 10. COUNTY will pay appropriate invoices within thirty (30) business days upon receipt.
27. **Information Access for Individuals with Limited English Proficiency:**
    a. CONTRACTOR shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.
    b. CONTRACTOR shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to:
        i. materials explaining services available to the public,
        ii. language assistance,
        iii. language interpreter and translation services, and
        iv. video remote language interpreting services.
28. **Security Breaches:**
    a. All security breaches will be reported immediately to the Quality Assurance unit with MCBHRS.
29. **Noncompliance with Reporting Requirements:**
    a. CONTRACTOR agrees that DHCS has the right to withhold payments until CONTRACTOR has submitted any required data and reports to DHCS, as identified in Exhibit A, Attachment I, Part III- Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.
30. **Youth Treatment Guidelines:**

a. Provide treatment to youth, CONTRACTOR must comply with the guidelines in Document 1V, incorporated by this reference, "Youth Treatment Guidelines," in developing and implementing youth treatment programs funded under this Exhibit, until new Youth Treatment Guidelines are established and adopted. No formal amendment of this contract is required for new guidelines to be incorporated into this Contract.

b. CONTRACTOR must comply with DHCS guidelines in developing and implementing youth treatment programs funded under Enclosure 2 of SABG County Application, until new Youth Treatment Guidelines are established and adopted.

31. **Perinatal Services:**

a. If contracted to provide perinatal services, CONTRACTOR must comply with the perinatal program requirements as outlined in the Perinatal Services Network Guidelines. The Perinatal Services Network Guidelines are attached to this contract as Document 1G, incorporated by reference. The CONTRACTOR must comply with the current version of these guidelines until new Perinatal Services Network Guidelines are established and adopted. The incorporation of any new Perinatal Services Network Guidelines into this Contract shall not require a formal amendment.

b. CONTRACTOR receiving SABG funds for perinatal services must adhere to the Perinatal Services Network Guidelines, regardless of whether the CONTRACTOR exchanges perinatal funds for additional discretionary funds.

c. CONTRACTOR must be certified to provide perinatal recovery services to COUNTY beneficiaries who are authorized for services by COUNTY.

d. CONTRACTOR will ensure that documentation of pregnancy and last day of pregnancy are in the beneficiary record for all perinatal clients.

32. **Additional Contract Restrictions:**

a. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-469

MEETING: November 5, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve the Service Agreement Between Mariposa County Health and Human Services Agency (HHSA) and Mariposa County District Attorney's Office (DA) for Public Assistance Fraud Investigation; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve the Service Agreement Between Mariposa County Health and Human Services Agency (HHSA) and Mariposa County District Attorney's Office (DA) for Public Assistance Fraud Investigation; and Authorize the Board of Supervisors Chair to Sign the Agreement.

This agreement sets forth a Purchase of Service Agreement and plan of cooperation whereby HHSA shall reimburse the DA for establishing and maintaining a qualified public assistance fraud investigation unit dedicated to investigating allegations of public assistance fraud and other related crimes referred to the DA by the HHSA and the public.

BACKGROUND AND HISTORY OF BOARD ACTIONS

A Service Agreement Between Mariposa County Health and Human Services Agency (HHSA) and Mariposa County Sheriff's Office (MCSO) for Public Assistance Fraud Investigation was executed on August 23, 2022 through Resolution No. 2022-486 and October 3, 2023 through Resolution No. 2023-537, but it was mutually agreed upon between the agencies not to renew the current agreement.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve this agreement and increase the difficulty in maintaining accountability for public assistance funding.

FINANCIAL IMPACT

None

ATTACHMENTS

1. DA - Fraud Investigation Reimbursement Agmt 2024-2027

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District I Supervisor Rosemarie Smallcombe

SECONDER: District III Supervisor Danette Toso

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

PURCHASE OF SERVICE AGREEMENT
AND PLAN OF COOPERATION AGREEMENT BETWEEN
DISTRICT ATTORNEY'S OFFICE AND HEALTH AND HUMAN SERVICES AGENCY
OF MARIPOSA COUNTY
FOR THE INVESTIGATION OF CRIMES AGAINST THE
CALIFORNIA WORK OPPORTUNITY AND RESPONSIBILITY TO KIDS, CALFRESH AND OTHER PUBLIC ASSISTANCE PROGRAMS

This Agreement is entered into by and between the Mariposa County Health and Human Services Agency (HHSA), and the Mariposa County District Attorney's Office (DA). This agreement sets forth a Purchase of Service Agreement and plan of cooperation whereby HHSA shall reimburse the DA for establishing and maintaining a qualified public assistance fraud investigator dedicated to investigating allegations of public assistance fraud and other related crimes referred to the DA by the HHSA and the public. In the event of a change in staffing, per State law; this agreement will be modified to reflect that change.

Article 1. Program Provisions — District Attorney's Office

For the purpose of obtaining reimbursement for investigation costs pertaining to California Work Opportunity and Responsibility to Kids (CalWORKs) and the CalFresh Program (CFP); and subject to availability of funding and state authorization, investigation of fraud in other related public assistance investigations, the DA agrees to:

A. Establish and maintain a qualified public assistance fraud investigator which dedicates an average of 40 hours per week to these investigations.

B. Provide supervision by the Chief Investigator to the public assistance fraud investigator.

C. Represent the County of Mariposa in communications with California Department of Social Services (CDSS) Fraud Bureau management staff, and other appropriate agencies regarding the operation of the public assistance fraud function.

D. Continue a General Relief fraud investigation effort.

E. Abide by the provisions of Division 20, of the CDSS Confidentiality, Fraud, Civil Rights and State Hearings Manual.

F. Maintain confidentiality of records as required by Welfare and Institutions Code (W&IC), Section 10850. The DA shall make staff aware of the provisions of this Statute and that violation of it is a misdemeanor.

G. Refer fully investigated cases to District Attorney's Office Attorney's for criminal prosecution against the person or persons shown to have committed crimes against the CalWORKs, CFP, and other public assistance programs, through evidence presented by HHSA subject to the legal and ethical guidelines of the State Bar of California, the Uniform Crime Charging Standards of the California District Attorneys Association and the prosecutorial policies of the DA.

H. Ensure cooperation with HHSA in establishing and maintaining a vigorous, viable

program of CalWORKs, CFP, and other related public assistance fraud control.

I. Maintain statistical records necessary to provide required reports to CDSS on a timely basis. Forward all CDSS reports to HHSA for review, coordination, and concurrence prior to submission to CDSS by HHSA.

J. Retain all programmatic records in compliance with Federal and/or State guidelines that may be subject to audit and review for compliance by an agency of the Federal or State government involved in the administration of these programs.

K. Provide required salary and benefit information to HHSA, ensuring fiscal claiming requirements can be met in a timely manner. Involved DA staff must complete time studies with respective payroll certification in the Enterprise Resource Planning System. HHSA staff will provide training on the Oracle time study process if needed.

Article 2. Program Provisions — HHSA

For the purpose of maintaining an effective investigation unit housed with the District Attorney's Office targeting crimes against CalWORKs, CFP, and other related public assistance programs, HHSA agrees to:

A. Provide DA staff with all appropriate program orientation and training necessary to conduct public assistance investigations in accordance with Federal and State regulations and County and HHSA policies.

B. Provide DA staff with the information needed to conduct public assistance investigations as provided for in Division 20, of the CDSS Confidentiality, Fraud, Civil Rights and State Hearings Manual.

C. Provide overpayment/over issuance computations in all cases of alleged fraud within 30 days after the DA Investigator has submitted a request for computation.

D. Review all referrals received through the DA's Welfare Fraud Investigation against information contained in the case file, attempt to resolve the referrals, and respond to the DA within the prescribed time frame.

E. Comply with all other provisions of Division 20, of the CDSS Confidentiality, Fraud, Civil Rights and State Hearings Manual.

F. Review and/or validate the accuracy of the Fraud Investigation Activity Report prior to its submission to CDSS by HHSA.

G. Provide DA personnel with office space at HHSA district locations in accordance with County office space standards, to allow DA personnel to carry out their job functions.

Article 3. Fiscal Provisions

HHSA will provide cost reimbursement for DA activities pursuant to this agreement by way of a payroll action form allocating 100% of the Investigator's salary and benefit

costs, and 15% of the Chief Investigator's salary and benefit to the Social Services budget.

Article 4. Mutual Responsibilities

Designate one management level person in both the HHSA and DA Office to serve as liaison for the implementation, operation and evaluation of this agreement.

Article 5. General Provisions

A. The term of this agreement is from Nov 5, 2024 through June 30, 2027 and may be renegotiated or extended at the end of the year. A copy of a re-negotiated or new agreement shall be sent to the CDSS Fraud Bureau.

B. Upon one hundred and twenty (120) days written notice, either party may cancel this agreement.

C. This agreement may be amended by mutual consent of both parties.

Article 6. Non-Discrimination

No person shall be subjected to discrimination on the grounds of race, color, national origin, age, political affiliation, religion, marital status, sex, or disability in the investigations covered by this agreement. To this extent, the DA agrees to comply with the provisions of Division 20, of the CDSS Confidentiality, Fraud, Civil Rights and State Hearings Manual, which implements the provision of the applicable Federal and State civil rights laws. The DA shall ensure that its policies and procedures for administering this program do not have the effect of subjecting individuals to discriminatory treatment or defeating the objectives of these regulations. The DA shall take whatever steps are necessary to fulfill the requirements of this section.

Article 7. Confidentiality Statement

California W&IC, Section 10850, provides for the confidentiality of welfare records and prohibits their being opened for examination for any purpose not directly connected with the administration of public social services or any investigation, prosecution or criminal or civil proceeding conducted in connection with the administration of any such plans or programs. Accordingly, courts, law enforcement officials, public assistance investigators or duly-appointed DA Investigators assigned to a public assistance investigation function shall have access to public assistance case records. Information gained from such access shall be used only in promotion or support of the administration of the public assistance program administered by the County.

Agreement made and entered into on this ____ day of _____, 2024

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

Kristina Keheley, Director Mariposa County Health and Human Services Agency	Walter Wall, District Attorney Mariposa County District Attorney's Office
Miles Menetrey, Chair Board of Supervisors	Steven W. Dahlem County Counsel

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-470

MEETING:	November 5, 2024
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Health and Human Services Agency Director
RE:	Approve a Memorandum of Understanding (MOU) with the California Department of Forestry and Fire Protection (CALFIRE) for the Conservation Camp Program; and Authorize the Board of Supervisors Chair to Sign the MOU

RECOMMENDATION AND JUSTIFICATION

Approve a Memorandum of Understanding (MOU) with the California Department of Forestry and Fire Protection (CALFIRE) for the Conservation Camp Program; and Authorize the Board of Supervisors Chair to Sign the MOU.

Mount Bullion Conservation Camp #39 is jointly operated by the California Department of Corrections and Rehabilitation (CDCR) and CALFIRE. The camp's primary mission is to provide incarcerated hand crews to support local, state, and federal agencies in their response to emergencies such as fires and floods. Camp participants also complete community service and conservation projects year-round.

The MOU establishes parameters by which the County of Mariposa, through Health and Human Services Agency (HHSA), shall submit project proposals to CALFIRE and carry out activities related to the performance of conservation projects, fuel management and or hazard reduction (which could include slash and pile burning). The MOU also stipulates that CAL FIRE is authorized under Public Resources and Penal Codes to utilize inmates, or wards, assigned to conservation camps to perform the work of CAL FIRE.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the previous agreement through Resolution Number 2023-594 on November 7, 2023.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the MOU and HHSA will have to undertake a more costly and less viable option to carry out services.

FINANCIAL IMPACT

None

ATTACHMENTS

1. CalFIRE (MOU) 2025

VOTE RESULT

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

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
CONSERVATION CAMP PROGRAM – MEMORANDUM OF UNDERSTANDING
FC-31 (Rev. 11/10)
MOU **#4CA4N043** Master Agreement #_____

This Memorandum of Understanding (**MOU**) is made and entered into by and between the California Department of Forestry and Fire Protection (**CAL FIRE**) and **County of Mariposa** (Wood Lot) (**Sponsor**).

WHEREAS, CAL FIRE is authorized under Public Resources and Penal Codes to utilize inmates, or wards, assigned to conservation camps to perform the work of CAL FIRE.

WHEREAS, through contracts or cooperative agreement CAL FIRE may permit inmates, or wards to be used in the performance of conservation projects, fuels management and or hazard reduction (which could include slash and pile burning) for a public agency (local, state, or federal) or a qualified nonprofit organization under policies established by the Prison Industries Authority; and

WHEREAS, the Sponsor has a need for assistance in performing such projects,

The parties agree as follows:

A. The Sponsor shall submit project proposals on a form approved by CAL FIRE (currently an FC-32). By doing so, with reference to any such proposals subsequently approved by the CAL FIRE, Sponsor agrees to:

   1. Pay for all costs directly related to and necessitated by such projects, except for wages, salaries, and other remuneration paid to CAL FIRE employees, inmates, or wards, and the cost of their support.

   2. Demonstrate the availability of adequate plans and specifications, sufficient funds, materials, supplies, and equipment, adequate technical supervision, and any special labor requirements to complete such projects.

   3. Obtain the approvals, notification, and permits required by any state, federal, or local agency necessary to commence construction, fuels management, or operation of such projects.

   4. Hold an orientation meeting with CAL FIRE at the commencement of such projects to explain the technical aspects, execution of, and need for such projects.

B. From proposals submitted by the Sponsor, CAL FIRE shall select those projects meeting the priorities and resources of CAL FIRE. CAL FIRE shall submit evaluations to Sponsor that set forth any special requirements or conditions related to the projects. By so doing, with reference to any such evaluations subsequently approved by Sponsor, CAL FIRE agrees to provide labor, crew, supervision, normal transportation, food, and such tools as CAL FIRE determines to be available. Upon receipt of Sponsor's acceptance of such evaluations, projects shall be assigned to a conservation camp where they will be scheduled in accordance with the priorities and resources of CAL FIRE.

C. Timing

   1. Sponsor recognizes that fire suppression and other emergency activities have priority over any other work for conservation camp crews.

   2. Sponsor further recognizes that the resources of CAL FIRE are limited, and the public service conservation work of CAL FIRE may be altered in priority form time to time.

   3. Projects will be performed within the rules and regulations of CAL FIRE which may require temporary suspension or permanent cessation of projects due to emergency conditions as defined by such rules and regulations.

   4. The Parties agree that any justified delays by either party shall be excused, and costs caused by such delays shall be borne by the party incurring such costs.

D. Work performed under this MOU will be under the immediate supervision of CAL FIRE officials. The Sponsor will provide such operation supervision, technical assistance, guidance, and inspection, as it considers necessary to properly complete the work.

E. Nothing herein shall be construed as obligating the Sponsor to expend or to obligate funds in excess of appropriations authorized by law.

F. All improvements constructed in whole or in part on lands owned or controlled by Sponsor will remain the property of Sponsor.

G. Permission to perform work on lands owned or controlled by Sponsor does not in any way convey to CAL FIRE, its staff or any persons working with CAL FIRE in the performance of said work, employee status that would extend to them the benefits afforded to permanent employees of Sponsor.

H. Upon completion of each project, or any phase thereof, permission is hereby granted to CAL FIRE to place upon the project site a sign or emblem consistent in size and design to its surroundings, indicating the participation of CAL FIRE and the year thereof.

I. Other than as indicated in Section H, neither party shall use the name of the other party in any form or manner in advertisements nor other information released to the public without the prior written approval of the other party. Sponsor may be, and CAL FIRE is, subject to the California Public Records Act. This Section I is not intended to prohibit either party from legally complying with the PRA.

J. Each party, to the extent permitted by law, agrees to indemnify and hold harmless the other party, its officers, agents and employees from all claims, demands, or liability arising out of the indemnifying party's performance under this MOU except where such injury or damage arose from the sole negligent or intentional acts or omissions of the other party.

K. Neither party may assign this MOU or any interest herein without the written consent of the other party.

L. Subject to the provisions herein, all remedies allowed by law are available to either party for enforcement of this MOU. Any waiver of rights by either party on any matter related to this MOU shall not be deemed to be a waiver on any other matter relating to the MOU.

M. All provisions of this MOU constitute essential elements of the agreed exchange that is the subject matter of this MOU. Accordingly, if any of these provisions are determined to be invalid, illegal, or unenforceable in any material respect, the remainder of this MOU is not enforceable against either of the Parties except as may be necessary to effect payment for services already rendered.

N. This MOU may be modified by mutual written agreement of the parties.

O. This MOU takes effect shall remain in effect until **06/30/2025**, unless terminated prior to that date by 60 days written notice from one party to the other.

IT IS AGREED:

CAL FIRE

Date: _____

By: _____

Print Name: JUSTIN WIGHT

Title: DIVISION CHIEF

Address: 5730 MT BULLION ACCESS RD
MARIPOSA, CA 95338

SPONSOR: County of Mariposa

Date: _____

By: _____

Print Name:

Title:

Address:

STATE OF CALIFORNIA, NATURAL RESOURCES AGENCY
DEPARTMENT OF FORESTRY AND FIRE PROTECTION

CONSERVATION CAMP PROGRAM PROJECT REQUEST AND RECORD

FC-32 (REV. 01/19)

MOU #4CA4N043

CAL FIRE USE ONLY

PROJECT NAME	Wood Lot
DATE	7/1/2024
FC-79 CODING	AR

CAL FIRE USE ONLY

CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION

NAME	CAL FIRE MT BULLION CAMP
ADDRESS	5730 MT BULLION ACCESS RD
CITY, STATE	MARIPOSA, CA 95338
PHONE	209-966-2116
FAX	209-966-6685

CDCR/DJJ-CHECKLIST CUSTODIAL QUARTERLY REVIEW

INITIAL INSPECTION	Yes		
SECURITY FORM PREPARED	Yes		
SUPERVISION LEVEL	1	2	3 X
SECOND QUARTER			
THIRD QUARTER			
FOURTH QUARTER			

SPONSORING AGENCY

SPONSORING AGENCY

NAME	County of Mariposa
ADDRESS	5246 Spriggs Rd.
CITY, STATE	Mariposa, CA 95338
PHONE	209-966-6632
FAX	
PAGER	
COMMENTS:	Contact: Diana Ziegenfuss Phone: 209-966-6632 Email: dziegenfuss@mariposacounty.org Contact: Lydia Arre Phone: 209-966-6632 Email: larre@mariposacounty.org

CAL FIRE USE ONLY

CAL FIRE-CHECKLIST

INITIAL INSPECTION	Yes
PROJECT NUMBER	4CA4N043
IIPP-2 JOB HAZARD ANALYSIS	Yes
IIPP-3 CODE OF SAFE PRACTICES	Yes
IIPP-4 JOB SAFETY SURVEY	Yes
IIPP-6 EMPLOYEE TRAINING	Yes
CEQA/NEPA COMPLETED	
FC-31 ATTACHED AND SIGNED	N/A
SLASH & PILE BURNING PROCEDURES	Yes

PROPERTY OWNER

PRIVATE PROPERTY? ☐ YES ☒ NO	NON PROFIT ORGANIZATION ☐ YES ☒ NO	FORM CAL FIRE-719 ☐ YES ☒ NO
PROPERTY OWNER: County of Mariposa		
ADDRESS: 5593 State Highway 49 N		
CITY/STATE/ZIP: Mariposa, CA 95338	PHONE: 209-966-5165	

DESCRIPTION OF PROJECT (Type of work to be performed, attached additional sheets if necessary)

Processing logs into firewood. Handing out firewood once a week from October 2024 to March 2025

STATE OF CALIFORNIA, NATURAL RESOURCES AGENCY
DEPARTMENT OF FORESTRY AND FIRE PROTECTION

CONSERVATION CAMP PROGRAM PROJECT REQUEST AND RECORD

FC-32 (REV. 01/19)

PERIOD WORK CAN BE PERFORMED	ESTIMATED CREW DAYS
Monday-Friday	26
REQUESTED START DATE: 7/1/2024	REQUESTED FINISH DATE: 06/30/2025
PLANS ATTACHED: ☐ YES ☒ NO	

PROJECT NAME	SPONSOR'S PRIORITY
Wood Lot	N/A
PROJECT LOCATION: Wood Lot is located at the Mariposa County Solid Waste & Recycling	
	GPS COORDINATES

PROJECT BENEFIT ASSESSMENT (Estimate the benefits of the project including such items as; fire defense, public safety, watershed, recreation, wildlife habitat, property, vegetation, soil, water, air surface configuration, wildlife, people, economic benefits that include; reduced maintenance costs, reduced suppression costs, reduced damage, elimination of hazards, etc. attach additional sheets as necessary).

Dead trees left behind by various private industry fuel reduction projects are processed into firewood. Firewood is distributed to low-income senior citizens and others in need.

PROJECT SLASH & PILE BURNING PROCEDURES

- ☐ YES ☒ NO **Predicted Fire Weather Watches or Warnings**
- ☒ YES ☐ NO **Hazard Reduction Pile Burning Checklist (8100)**
- ☒ YES ☐ NO **Sponsor has a valid burn permit on site.**
- ☒ YES ☐ NO **All slash & piles will be consumed or extinguished prior to crew leaving project site.**
- ☒ YES ☐ NO **Sponsor will provide suppression control capabilities and supervision of all slash & pile burning that continues beyond crew work day.**
- ☒ YES ☐ NO **Notification to agency with fire suppression responsibility for the project burn site.**

STATE OF CALIFORNIA, NATURAL RESOURCES AGENCY
DEPARTMENT OF FORESTRY AND FIRE PROTECTION

CONSERVATION CAMP PROGRAM PROJECT REQUEST AND RECORD

FC-32 (REV. 01/19)

CAL FIRE USE ONLY

PROJECT SPONSOR RESPONSIBILITIES	DESCRIPTION	ESTIMATED DURATION OF NEED
MATERIALS AND SUPPLIES		
SPECIAL TOOLS		
VEHICLE OPERATIONS		
TECHNICAL SUPERVISION AND LABOR		
OTHER (DESCRIBE)		

OPERATIONAL COST RECOVERY FROM SPONSOR

CAL FIRE USE ONLY

RATE	RATE X ESTIMATED DAYS	TOTAL COST
Crew = $200/day		$ 0 (Agency Benefit)

CAL FIRE USE ONLY

Approved For Final Planning and Scheduling	
CAL FIRE DIVISION CHIEF	DATE
CDCR CAMP COMMANDER	DATE
UNIT CHIEF	DATE

Sponsors Signature	
NAME (PRINT)	
SIGNATURE	DATE
TITLE	

CALIFORNIA DEPARTMENT OF CORRECTIONS

Name (Please Print) _____ Position _____

AGENCY _____

DIGEST OF LAWS RELATED TO ASSOCIATION WITH PRISON INMATES

For information and guidance of persons visiting or working with or around inmates of the Department of Corrections, the following is a Digest of Laws and Rules related to association with inmates

1. Warning sign is posted at the entrance to all public and business roadways onto the grounds of the institution, camps, and other department facilities where inmates of parolees are housed indicating that by entering these grounds you consent to the search of your person, property and vehicle.

   Reference: Sections 3173(c), 3288 Title 15, Division 3, California Code of Regulations; Mathis v. Appellate Dept. 28 Cal. App 3d 1039

2. Entry on institution property for unauthorized purposes will be considered trespass as provided in Section 602(j) of the Penal Code. Refusal of failure to leave property when requested to do so by an official will be considered trespass as provided in Section 602(p) of the Penal Code.

   Reference: Section 3289, Title 15, Division 3, California Code of Regulations

3. It is a felony for anyone to assist inmates to escape. Bringing firearms, deadly weapons, explosives or tear gas on prison grounds, or giving inmates firearms, explosives, liquor, cocaine or other narcotics or any kind of drugs, including marijuana, is a crime.

   Reference: Section 2772, 2790, 4533, 4534, 4535, 4550, 4573, 4573.5, 4573.6, 4574, 4600 Penal Code

4. Giving letters to inmates or taking letters out for inmates is a misdemeanor.

   Reference: Section 4570, Penal Code; Section 3401, Title 15, Division 3, California Code of Regulations.

5. Giving gifts or presents to inmates is not permitted.

   Reference: Section 2541, Penal Code; Section 3399, Title 15, Division 3, California Code of Regulations

6. Receiving gifts from inmates is not permitted.

   Reference: Sections 2540, 2541, Penal Code; Sections 3399, 3424, Title 15, Division 3, California Code of Regulations

7. Anyone who falsely identifies himself or herself to gain admission into a prison is guilty of a misdemeanor. Persons previously convicted of a felony in this state who come upon the grounds of a prison without permission of the official in charge are guilty of a felony.

   Reference: Sections 4570.5, 4571, Penal Code; Sections 3173(n), Title 15, Division 3, California Code of Regulations

8. Refusal of visitors to submit to search and inspection of their person and their vehicles and property brought onto the institution grounds by such persons may be cause for denial of visit.

Reference: Sections 5054, 5058, Penal Code;
Sections 3173(c), 3177, Title 15, Division 3, California Code of Regulations

9. For "cause" a person may be barred from entering an institution or facility.

Reference: Sections 5054, 5058, Penal Code;
Sections 3176, Title 15, Division 3, California Code of Regulations

10. Persons who are not departmental employees but are assigned to or engaged in work in any departmental facility must observe all rules, regulations, and laws governing the conduct of employees. Failure to do so may lead to exclusion.

Reference: Sections 5054, 5058, Penal Code;
Sections 3385, 3415, Title 15, Division 3, California Code of Regulations

11. In the event of an emergency situation that affects a significant portion of the inmate population at an institution, the visiting program and other program activities may be suspended during the period of emergency.

Reference: Sections 2601(d), Penal Code;
Sections 3383, Title 15, Division 3, California Code of Regulations

12. Employees must not permit inmates or others to use hostages to escape from custody or otherwise interfere with orderly institution operations. Hostages will not be for bargaining purposes. All inmates, visitors, and staff will be informed of this regulation.

Reference: Sections 5054, 5058, Penal Code;
Sections 3304, title 15, Division 3, California Code of Regulations

13. No person shall make verbal or written statements concerning a discharged inmate for the purpose of depriving him/her of employment or of procuring same, or for extortion.

Reference: Sections 2497, Penal Code

14. It is unlawful for inmates to have or possess tobacco. Giving tobacco to an inmate is not permitted.

Reference: Section 31110.9.1, Department of Corrections Operations Manual;
Senate Bill 384

I have read and understand the implications of the above information.

_____ _____

Signature Date

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-471

MEETING:	November 5, 2024
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Health and Human Services Agency Director
RE:	Approve an Agreement with Alliance for Community Transformations in the Amount of $500,000 to Operate Connections Emergency Shelter Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Alliance for Community Transformations in the Amount of $500,000 to Operate Connections Emergency Shelter Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The Mariposa County 2019-2024 Housing Element establishes goals and objectives for Mariposa County's housing needs. The ongoing operation of the Connections Emergency Shelter specifically addresses two objectives - five and eight:
Objective Five: Fulfill Special Housing Needs

5.7 Connections Emergency Shelter provides housing for disabled, elderly, and very low and low income households. Through Mariposa County Health & Human Services, the County supports and facilitates Alliance, a non-profit, in applying for funds from available state and federal programs to provide housing for special needs populations.

5.8 Connections Emergency Shelter addresses the needs of the homeless community.
Objective Eight: Facilitate Emergency Housing

8.1 The County continues to apply for emergency housing funds from state and federal sources and uses those awards to provide emergency housing at Connections Emergency Shelter.
Connections provides 24/7 shelter, case management, and referrals to employment and permanent housing for individuals experiencing homelessness or in crisis in Mariposa County. At full capacity, Connections has 42 beds.

The intended outcome of the Connections Emergency Shelter service is to reduce the average length of stay at the shelter while ultimately increasing the rate of residents obtaining employment because they have stable housing and supportive services.

This contract provides funding for Alliance for Community Transformations for the Connections Emergency Shelter to include staffing, program supplies, and operations. It does not provide funding for rent.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board approved the most recent Agreement for the Connections Homeless Shelter Program on July 11, 2023 through Resolution Number 2023-361.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve this contract and Mariposa County would no longer fully meet its obligations under the 2019-2024 Housing Element related to Objectives 5 and 8. The County would no longer have an option for short-term emergency shelter for individuals experiencing homelessness or in a crisis from which they can receive stability and supportive services.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Alliance Connections Agreement 2025**
2. **Connections Scope of Work, budget, reporting attachment**

VOTE RESULT

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

AGREEMENT FOR COUNSELING AND COMMUNITY 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 Alliance for Community Transformations, hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2024 and terminate on June 30, 2025 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform counseling and community 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 $500,000 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

(7) Verification of Coverage: Contractor shall furnish County with original certificates and amendatory endorsements or copies of the applicable policy language effecting

coverage required by this clause. All certificates and endorsements are to be received and approved by County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall release, hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, from and against any and all claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to reasonable attorneys' fees, including but not limited to those attributable to bodily injury, sickness, disease, death or injury to or destruction of property, including the loss therefrom, which arises out of or is in any way connected with the performance of this Agreement (collectively "Liabilities") to the extent caused by Contractor or its officers, agents or employees, except where such Liabilities are caused by the sole negligence or willful misconduct of County.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

8. STATE AND FEDERAL TAXES

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

a. County will not withhold FICA (Social Security) from Contractor's payments;
b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
c. County will not withhold state or federal income tax from payment to Contractor;
d. County will not make disability insurance contributions on behalf of Contractor;
e. County will not obtain workers' compensation insurance on behalf of Contractor.

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Alliance for Community
Transformations
P.O. Box 2075
Mariposa, CA 95338

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

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion,

color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for

transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as

the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Jeremy Martinez, Executive Director Alliance for Community Transformations
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Exhibit A
SCOPE OF WORK

I. Description of Services

Alliance for Community Transformations, Connections Emergency Shelter, agrees to do the following:

A. Maintain and monitor all aspects of the 24 hour, 7 days a week (24/7) emergency homeless shelter, including, but not limited to:
   a. Ensuring adequate personnel at all levels of operations 24/7.
   b. Managing and maintaining the shelter property, adhering to all State, Federal, and local regulations for the site.
   c. Completing intakes for all participants.
   d. Coordinating and ensuring that all participants have access to appropriate health screenings.
   e. Providing nutritious snacks and beverages for participants.
   f. Working collaboratively with partner agencies to ensure safety for all participants and staff. This may include, but not be limited to, developing MOU's with the Sheriff's Office and Jail, County Probation Department, and other community agencies.
   g. Tracking the number of participants and length of stay.
   h. Tracking all case management services provided to participants including, but not limited to, referrals to housing, referrals for all supportive services needed, collect baseline data such as vital documents, employment, and education status.
   i. Perform intakes, provide intense individualized case planning, and provide case management/supports at a minimum of weekly to support individuals experiencing homelessness, recognizing all programming is voluntary.

B. Participate in regular multi-agency team meetings to coordinate housing support for individuals experiencing homelessness (housing team, COC calls, housing MDT meetings, et al.)

C. Attend meetings with Mariposa County Health and Human Services Agency to review data, provide program updates, and review program documents.

D. Conduct assessment intakes utilizing agreed upon assessment tools for every household seeking any type of housing-related assistance to be included into the HMIS data collection system.

E. Provide support and linkage to appropriate and eligible housing assistance programs and services with a warm hand-off to programs and services wherever possible
   a. Coordinate with Mariposa County Health and Human Services housing team and community partners to identify locations where clients can best have their needs met. This may include moving an individual to/from a scattered site. Eviction from an emergency shelter bed whether it is at Connections or at an emergency shelter scattered site must be staffed at eh weekly housing meetings first unless there is an immediate safety and danger to other clients and staff.

F. Track household progress within the various housing programs as necessary for continuity of care.
G. Provide person-centered case management at a minimum of weekly to support households seeking housing, recognizing that all services are voluntary.
H. Input and oversight relating to the current maintenance of all required and expected intakes and on-going assessments, case management, financial, demographic and other relevant statistical data into the data collection systems as designated by Mariposa County including but not limited to Homeless Management Information System (HMIS) and Central Sierra Continuum of Care's (COC) Coordinated Entry. All data collection must be kept current: reports shall be run monthly to ensure timelines and accuracy of data:
    a. All housing intake referrals must be completed with five (5) business days.
    b. All housing intakes must be input into HMIS & CoC's data systems within three (3) business days of the intake interview.
    c. The contractor will attend local, regional, and statewide housing meetings, as applicable.
    d. Assist with the annual point in time (PIT) count.
    e. The contractor shall submit monthly reports to Mariposa County Health and Human Services.
I. Submit detailed invoices and receipts of exact costs requesting payment to Mariposa County Health and Human Services Agency by the 15th of every month except for the last invoice of the fiscal year being submitted no later than July 10.
J. Provide Mariposa County Health and Human Services Agency with a monthly report (see attached)
K. Present quarterly at the Mariposa Abuse Prevention Committee meeting on contract goals and participation rates.

Mariposa County Health and Human Services will provide the following services to help support Alliance for Community Transformations, Connections Emergency Shelter:

A. Hold administrative team meetings to review and evaluate program performance, integrity and effectiveness.
B. Accept referrals from Alliance for Community Transformations, Connections Shelter, professionally and timely.
C. Pay appropriate invoices within thirty (30) days upon receipt.
D. Assist Connections in obtaining and providing appropriate documentation to meet program and fiscal requirements.

Connections Emergency Shelter Proposed Budget July 1, 2024 - June 30, 2025		
Personnel Costs: Staff provide 24 hour per day, year round services at Connections Emergency Shelter located in the town of Mariposa. Connections provides a safe environment for houseless individuals to focus on stability, access resources, and work towards self-sufficiency. Case management for residents of Connections includes assistance with housing, employment, health, meeting basic needs, and referrals to other services.		
Personnel Narrative	Personnel Calculation	
Senior Program Officer: supervises Connections Program Director, oversees grant management, community partner relationships, and fills in for program director when needed (.05 FTE)	Average of $7,575 per month x 12 months x 8.251%	$ 7,500
Program Director 5: oversees all staff, works with community partners, manages grants and daily operations at Connections (.8 FTE)	Average of $6,530.64 per month x 12 months x 87.315%	$ 68,427
Systems Specialist: supports on site systems, data entry & tracking at Connections (.13871 FTE)	Average of $29.19 per hour x 6.1724 hours per week x 52 weeks x 100%	$ 9,369
Program Specialist 6.1 (Lead): responsible for daily operations & case management, provides support to fellow staff when supervisor is not available (1 FTE)	Average of $24.192 per hour x 40 hours/week x 52 weeks x 88.586%	$ 44,576
Program Specialist 32: responsible for daily operations of shelter and ongoing case management (1 FTE)	Average of $23.7525 per hour x 40 hours/week x 52 weeks x 68.391%	$ 33,789
Program Aide 7.1: supports daily operations at shelter on weekend evenings (.4 FTE)	Average of $18.505 per hour x 16 hours per week x 52 weeks x 88.63%	$ 13,646

Program Aide 4: supports daily operations at shelter on weekday evenings (1 FTE)	Average of $20.125 per hour x 40 hours per week x 52 weeks x 88.63%	$ 37,101
Program Aide 6: supports daily operations at shelter on weekend nights (.4 FTE)	Average of $18.964 per hour x 16 hours per week x 52 weeks x 88.635%	$ 13,985
Program Aide 3.1: supports daily operations at shelter on weekday nights (1 FTE)	Average of $18.5045 per hour x 40 hours per week x 52 weeks x 88.632%	$ 34,114
Program Aide 9.1, Extra Help: fills in for staff during abscences at shelter	Average of $18.505 per hour x 12 hours per week x 52 weeks x 100%	$ 11,547
Overtime: cost of hourly staff's overtime and meal break premiums when necessary to ensure that the shelter is consistently staffed.	Average rate of $32.20 per hour x 19.759 hours of overtime per week x 52 weeks x 70.53%	$ 23,334
Personnel subtotal		*$ 297,388*
Employee Benefits - 23% of staff time	$297,388 x 23%	$ 68,399
Personnel total		$ 365,787

Operating costs: Operating costs include all necessary costs to operate and maintain Connections Emergency Shelter. This includes Connections staff office, the main shelter space where residents sleep, outdoor space on the premesis, bathroom facilities, etc. Costs that are shared are noted by the percentage of that cost being charged to this grant.

Operating Narrative	Operating Calculation	
Accounting: Cost of outside accountant to ensure separation of duties and provide fiscal support.	$6,400 annually x 8.28% (proportion that this budget is of the entire agency budget)	$ 530

Audit: Cost of annual audit by outside accounting firm and the completion/filing of 990.	$25,000 annually x 8.28% (proportion that this budget is of the entire agency budget) (charging less)	$ 693
Insurance: Cost of general liability, auto insurance, property insurance, director and officers insurance, fidelity bonds, etc.	$80,000 annually x 8.28% (proportion that this budget is of the entire agency budget) (charging less)	$ 4,657
Fees: Live scan fees for new staff, shelter pest control services, and alarm company costs to ensure safety of the shelter.	$52.17 per month x 12 months x 100%	$ 626
IT Services: Cost to maintain firewalls, servers, and other IT platforms needed for program work.	$28,983 annually x 8.28% (proportion that this budget is of the entire agency budget) (charging less)	$ 1,200
Interest: Interest for monthly vehicle loan payments.	$8 per month x 5 months x 100%	$ 40
Training Fees/Supplies: Cost for staff training on truama informed skills, local resources, etc. These costs include items such as workbooks or class fees.	$1,275 annually x 100%	$ 1,275
Office Supplies: Paper, pens, binders, files, notebooks and other neede doffice supplies for the office on site at the emergency shelter.	$125 per month x 12 months x 100%	$ 1,500
Food: Food for emergency shelter residents to have access to three meals per day on site.	$350 per month x 12 months x 52.38%	$ 2,200
Laundry: Laundry costs for shelter clients	$21 per month x 12 months x 100%	$ 250
Printing/Copying: Cost for printer/copier lease.	$223 per month x 12 months x 88.75%	$ 2,375
Travel/Fleet Mileage: Mileage driven in emergency shelter vehicle to transport residents to services, pick up shelter supplies, etc.	3,373.13 miles annually x $0.67 cents/mile (IRS rate) x 53.53%	$ 1,210

Assistance to Clients: Items to meet basic needs for emergency shelter residents including coats, shoes, bus tickets, assistance with vital record procurement, etc.	$62.50 per month x 12 months x 100%	$ 750
Cleaning Fees: Monthly cleaning of the emergency shelter.	$396 per month x 12 months x 100%	$ 4,753
Shelter Utilities: Monthly utility costs including trash removal, electricity, propane, etc.	$6,268.75 per month x 12 months x 29.2788%	$ 22,025
Shelter Communications: Monthly phone/internet expenses for emergency shelter.	$263.83 per month x 12 months x 100%	$ 3,166
Shelter Supplies: Supplies needed for daily operation of emergency shelter including toilet paper, paper towels, bedding, laundry soap, hand soap, etc.	$1,391.67 per month x 12 months x 51.904%	$ 8,668
Facility Repairs/Maintenance: Cost to repair and/or maintain emergency shelter in accordance with local health & safety standards. For example, minor unit repairs for sleeping areas, shower facilities, etc.	$21,594 annually x 46.416%	$ 10,023
Computer Equipment/Software: Cost of monthly timesheet tracking service for Connections staff and replacement laptops for Connections staff when needed.	$3,734 annually x 19.66%	$ 734
Furniture: Small furniture for emergency shelter clients.	$1,250 annually x 80%	$ 1,000
Major Equipment: Vehicle loan payments for emergency shelter vehicle.	$264 per month x 5 months x 100%	$ 1,320
Operating total		$ 68,995
Direct costs	Personnel + operating	$ 434,782

Indirect costs: Administrative costs including human resources, payroll, accounting, accounts payable/receiveable, benefit administration, agency databases, etc.	Total personnal & operating costs of $434,782 x 15%	$ 65,217
	Total requested funds:	$ 500,000

ATTACHMENT

Emergency Shelter Monthly Reporting

Age	Totals
0-15	
16-25	
26-59	
60+	
Decline to state	

Race	Totals
American Indian or Alaskan Native	
Asian	
Black or African American	
Native American or other Pacific Islander	
White	
Other	
More than one race	
Decline to Answer	

Gender	Totals
Assigned at Birth	
Male	
Female	
Decline to State	
Current Gender Identity	
Male	
Female	
Transgender	
Queer	
Questioning or unsure	
Another Gender Identity	
Decline	
Sexual Orientation	**Totals**
Gay or Lesbian	
Hetero or Straight	
Bisexual	
Questioning or Unsure	
Queer	
Another Sexual Orientation	
Decline	

Veteran Status	Totals
Yes	
No	
Decline to State	

Language	Totals
English	
Spanish	
Unknown/other	

Ethnicity	Totals
Hispanic or Latino	
Caribbean	
Central American	
Mexican/Mexican-American	
Puerto Rican	
South American	
Non-Hispanic or Latino	
African	
Asian Indian/South Asian	
Cambodian	
Chinese	
Eastern European	
European	
Filipino	
Japanese	
Korean	
Middle Eastern	
Vietnamese	
Other	
Decline	
Unknown	
More than one Ethnicity	

Emergency Shelter Reporting	
Program Name:	Connections Emergency Shelter
Reporting Month:	

Captured Data	Totals
Daily Average	
Unduplicated Monthly Average	
Duplicated Monthly Average	
Number of People referred to Behavioral Health and Recovery Services	
Average Duration of Stay	
Unduplicated number that have ties to Mariposa County	
Monthly Animal Average	
How Many Individuals were Housed in the last month	
How many individuals were re-admitted within 30 days	
Number of disciplinary actions	

Report Nature of Disciplinary Actions

Disability	Totals
Difficulty Seeing	
Difficulty Hearing	
Mental Illness	
Physical/Mobility issues	
Chronic Health Condition	
Other	

Clients	Date	Critical Disciplinary Actions Taken	Non-Critical Disciplinary Actions Taken

Housing Reporting Requirements

Housing Reporting	
Program Name	Housing Supportive Services: Connections Shelter
Reporting Month	

Data to Capture	Totals
Numbers of Intakes in reporting Period	
Number of VI-SPADT or assessment tools used to rank housing needs	
Number of cases managed for housing	
Number of people housed within the reporting period	
Number of people removed from housing within reporting period	

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-472

MEETING:	November 5, 2024
TO:	The Board of Supervisors
FROM:	Matt Johnson, Librarian
RE:	Approve and Accept Grant Award from the California State Library in the Amount of $7,807; and Authorize the County Librarian to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve and Accept Grant Award from the California State Library in the Amount of $7,807; and Authorize the County Librarian to Sign the Agreement

This grant will allow the library to implement the Zip Books grant. Zip Books allows library patrons to request books not currently in the library's collection. The library orders the books, they are sent to patron's places of residence, and then when the patrons are done reading the books, they are returned to the library to be permanently added to the collection.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Budget actions increasing revenue and appropriations must be reviewed and approved by the Board.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not authorize the County Librarian to sign the agreement and the library will not be able to accept the state grant. Patrons will not be able to request new books through the program.

FINANCIAL IMPACT

None

ATTACHMENTS

1. ZIP24-44_Mariposa_County_Library_Zip_Books_Gr

VOTE RESULT

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

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CALIFORNIA STATE LIBRARY

September 18, 2024

Matthew Johnson, County Librarian
Mariposa County Library
PO Box 106
Mariposa, CA, 95338

Subject: Zip Books Project ZIP24-44

Dear Mr. Matthew Johnson:

We are pleased to approve the grant application for the Zip Book Project for a total of $7,807 in California Library Services Act funds. Over the 2024-25 grant period, please take steps to ensure that as many Zip Books as possible are added to your permanent library collection.

In Process

Hard copies of this correspondence will not follow. Keep the entirety of the correspondence for your files and consider these award materials your original documents.

This grant is governed by the attached Grant Agreement and Certification of Compliance, which includes the project period, reporting requirements, and payment schedule as well as the proposal outlining the project plan and budget. Please sign the claim and certification forms at the back of your award packet using the DocuSign system. Please understand that it can take from six to eight weeks from receipt of a fully executed claim form with no errors before grant funds are delivered. If you have not received your payment after eight weeks, please contact your grant monitor.

The Grant Monitor assigned to your project is Monica Rivas. She is available to assist you throughout the year and she can be reached via email at monica.rivas@library.ca.gov.
Read the enclosed award packet thoroughly and contact your Grant Monitor if you have any questions.

Best wishes for a successful project.

Respectfully yours,

Signed by:
Greg Lucas
BDA50981C41C416...
Greg Lucas
California State Librarian

CC: Monica Rivas, monica.rivas@library.ca.gov
Annly.roman, annly.roman@library.ca.gov
Yesenia.urdarbe, yesenia.udarbe@library.ca.gov
Matthew Johnson, matt.johnson@mariposalibrary.org

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STATE-FUNDED GRANTS

AWARD AGREEMENT AND CERTIFICATE OF COMPLIANCE

Docusign Envelope ID: 1F3A57A2-87F9-4B08-9E5F-C2BA9AF9DCFC

TABLE OF CONTENTS

PROJECT SUMMARY 2

PROCEDURES and REQUIREMENTS 3

A. Term of the Agreement 3

B. Scope of Work 3

C. Budget Detail 3

D. Narrative and Financial Reports 4

E. Claim Form and Payment 5

EXHIBIT A: TERMS and CONDITIONS 7

EXHIBIT B: CERTIFICATION of COMPLIANCE FORMS 22

In Process

Docusign Envelope ID: 1F3A57A2-87F9-4B08-9E5F-C2BA9AF9DCFC

PROJECT SUMMARY

AWARD AGREEMENT BETWEEN THE STATE LIBRARY and Mariposa County Library for the Zip Books project.

AWARD AGREEMENT NUMBER ZIP24-44

This Award Agreement ("Agreement") is entered into on 7/1/2024 by and between the California State Library ("State Library") and Mariposa County Library, ("Grantee").

In Process

This Award Agreement pertains to Grantee's State-funded ZIP 24-44 Mariposa County Library project.

The Library Development Services Bureau ("LDS") of the State Library administers state and federal funds in the form of awards.

The Grantee was selected by the State Library to receive state grant funds in the amount of $7807 through the process adopted by the State Library in administering such grants.

The State Library and the Grantee, for the consideration and under the conditions hereinafter set forth in the Grant Agreement, agree as follows:

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PROCEDURES and REQUIREMENTS

A. Term of the Agreement

The Grant term begins on the date of execution of the Agreement by both parties, until 8/31/2025. If completion of the project occurs prior to the end of the grant period, this will be the end date of the term of this agreement. Grant eligible program expenditures may begin no earlier than the start date. The project period ends on 8/31/2025 and all eligible program costs must be incurred by this date.

In Process

B. Scope of Work

1. Grantee agrees to perform all activities specifically identified in the Grantee's application and submitted to the State Library in response to the Zip Books Grant.
2. The following activities and deliverables to be performed by the Grantee include, but are not limited to the following:
    - Maintain and keep records of expenditures related to the grant that are consistent with Generally Acceptable Accounting Practices (GAAP).
    - Make financial records available to the State Library upon request.
    - Work with the State Library staff to assure that funds are disbursed in compliance with the purpose of the grant.
    - Prepare and submit required narrative and financial reports.
    - Procure equipment, and other supplies as needed for the project.
    - Issue contracts for services, personnel, and consultants as needed for the project.
    - If applicable, make payments for services, including for hours worked and travel reimbursements, to consultants and contractors.
    - Oversee the implementation of project activities.

C. Budget Detail

The State Library shall provide the Grantee funding for the expenses incurred in performing the Scope of Work and activities specified in the Grantee's application. The Grantee shall request the distribution of grant funding consistent with its proposal and the budget worksheet that was included with the application. Under no circumstances shall payments exceed the total grant amount identified in this Agreement.

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D. Narrative and Financial Reports

1. The Grantee shall be responsible for submission of interim and final **narrative and financial** reports on the progress and activities of the project, to the California State Library, using the sample report documents provided by the California State Library.

2. All the reports must be current, include all required sections and documents, and must be approved by the Grant Monitor before any payment request can be processed. Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and result in the termination of the Agreement or rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Monitor. The financial reports shall reflect the expenditures made by the Grantee under the Agreement and may be incorporated into the same reporting structure as the narrative reports.

3. The reports shall be submitted by the following dates:

In Process

Reporting Period	Report	Due Date
July 01, 2024-December 31, 2024	1st Financial and Mid Project Program Narrative Report Due	January 31, 2025
January 01,2025 – April 30, 2025	2nd Financial Report Due	May 31, 2025
July 01, 2024 – August 31, 2025	Final Financial Report, Expenditure Detail Report and Final Program Narrative Report Due	September 31, 2025

4. Failure to submit timely reports with the appropriate documentation by the due date may result in rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding.

5. The Grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant, subject to possible audit for a minimum of five (5) years after final payment date or grant term end date, whichever is later. Please refer to Exhibit A, Terms and Conditions for more information.

6. In addition to the foregoing, the Grantee shall submit to the State Library such periodic reports, updates, documents and any information as deem necessary by the State Library to monitor compliance and/or perform program

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evaluation. Any requested data or information shall be submitted in electronic format on a form specified by the State Library.

E. Claim Form and Payment

1. The California State Library shall provide the Grantee payment as outlined in the payment schedule only if all requirements for claiming the funds as outline in this document have been met, and only for those activities and costs specified in the approved award application.

2. The Grantee shall complete, sign, and submit Certification of Compliance form (Exhibit B) and the Financial Claim form (included in your award packet), to the California State Library within 14 days of receiving this award packet. These forms will be issued, signed, and submitted using the online signature and agreement platform, DocuSign, unless DocuSign is unallowable or inconsistent with practices and policies of the local jurisdiction. If the use of DocuSign is not acceptable to your organization, please contact your grant monitor regarding alternate options.

In Process

3. Any of the sums appearing under the categories in the approved budget may be adjusted with prior authorization from the California State Library Grant Monitor. This would be to increase the allotment with the understanding that there will be corresponding decreases in the other allotments so that the total amount paid by the California State Library to the Grantee under this Agreement shall not exceed the awarded amount, which shall be expended/encumbered during the grant period.

4. If the payment amount made by the California State Library exceeds the actual expenses incurred during the term of this Agreement, as reflected in the financial reports to be filed by the Grantee, the Grantee shall immediately refund the excess payment amount to the California State Library.

5. The Award payments will only be made to the Grantee. It is the Grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.

6. The Final Payment of 10% (if applicable) will be withheld and retained by the California State Library until all conditions agreed upon in this Agreement, including submission and grant monitor approval of the interim and final narrative and financial reports, have been satisfied.

7. **Prompt Payment Clause**
   The California State Library will make payments to the Grantee in accordance with the Prompt Payment Clause under Government Code, section 927, *et. seq*. The Grantee may typically expect payment within 45 days from the date a grant payment request is properly submitted and approved by the Grant Monitor.

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8. **Budget Contingency Clause**
   a. It is mutually agreed that if the Budget Act of the current fiscal year or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the California State Library shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Agreement and the Grantee shall not be obligated to perform any provisions of this Agreement.
   b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the California State Library shall have the option to either cancel this Agreement with no liability occurring to itself or offer an Agreement amendment to the Grantee to reflect the reduced amount.

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EXHIBIT A: TERMS and CONDITIONS

1. Accessibility: The State is responsible for ensuring that public websites are accessible to both the general public and state employees, including persons with disabilities. Grantee shall assist the State in meeting its responsibility. Therefore, all project materials generated by state funded programs must meet the **California Accessibility Standards.** Additionally, all project materials designed, developed, and maintained shall be in compliance with the California Government Code, sections 7405 and 11135, and the current Web Content Accessibility Guidelines, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

   However, if for some reason project material is not generated to be in compliance to meet these standards, please still submit it to the State Library. When submitting the material make sure to note that the material is not accessible by including "NOT ACCESSIBLE" in the file name.

   The California State Library reserves the right to post project materials to its website that are in compliance with these standards.

2. Acknowledgment: The State of California and the California State Library shall be acknowledged in all promotional materials and publications related to the Zip Books.

   a. Grant award recipients must ensure that the State of California receives full credit as the source of funds and that the California State Library, likewise, is acknowledged as the administrator.
   b. Publications and information releases about the project must credit the State of California. An appropriate statement for a publication or project press release is:

      "This [publication/project] was supported in whole or in part by funding provided by the State of California, administered by the California State Library."

      Grantees must include the above statement in any publications, vehicle wraps, and promotional materials, including websites. If space is limited the State Library logo and the following shortened acknowledgement statement is acceptable:

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"Funding provided by the State of California."

c. This credit line on products of a project, such as materials, is important to foster support from the public, and state funding sources.
d. California State Library Logo: Use of the California State Library logo, which can be downloaded on the California State Library website, is required on any publication, vehicle wrap, or promotional material along with the above statement(s).
e. Photo Documentation: Digital photos are a great way to document the happenings of your project. It is recommended that you use a photo release form when taking photos of the public. You may use your library's photo release form, or contact your grant monitor for the State Library's form.

3. Agency: In the performance of this Agreement the Grantee and its agents and employees shall act in an independent capacity and not as officers, employees or agents of the California State Library. The Grantee is solely responsible for all activities supported by the grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties. The Grantee shall not represent itself as an agent of the California State Library for any purpose and has no authority to bind the State Library in any manner whatsoever.

4. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.

5. Applicable law: The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.

6. Assignment, Successors, and Assigns: The Grantee may not assign this Agreement or delegate its performance to any third-party person or entity, either in whole or in part, without the California State Library's prior written consent. The provisions of this Agreement shall be binding upon and inure to the benefit of the California State Library, the Grantee, and their respective successors and assigns.

7. Audit and Records Access: The Grantee agrees that the California State Library, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review, audit, inspect and copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after the final payment, or grant term end date,

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whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

Examples of audit documentation may include, but not limited to, competitive bids, grant amendments, if any, relating to the budget or work plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices and/or cancelled checks.

8. Authorized Representative: Grantee and the California State Library mutually represent that their authorized representatives have the requisite legal authority to sign on their organization's behalf.

9. Communication: All communications from either party, including an interim check-in at any time during the grant term, shall be directed to the respective grant manager or representative of the California State Library or Grantee. For this purpose, the following contact information is provided below:

Mariposa County Library
Matthew
PO Box 106
Mariposa,95338
209-966-2140/matt.johnson@mariposalibrary.org

California State Library
Monica Rivas
900 N Street
Sacramento, CA 95814
916-603-7159
monica.rivas@library.ca.gov

Docusign Envelope ID: 1F3A57A2-87F9-4B08-9E5F-C2BA9AF9DCFC

1. Confidentiality: Grantee will maintain as confidential any material it receives or produces that is marked **Confidential** or is inherently confidential or is protected by privilege. Grantee agrees to alert the State Library to this status in advance, and State Library agrees to maintain this status in conformity with the Public Records Act.

2. Contractor and Subcontractors: Nothing contained in this Grant Agreement or otherwise shall create any contractual relation between the State and any contractor or subcontractors, and no contract or subcontract shall relieve the Grantee of his or her responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its contractors, subcontractors, volunteers, student interns and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its contractors and subcontractors is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any contractor or subcontractor.

In Process

3. Copyright: Grantee owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act. (17 U.S.C. 101, *et seq.*) Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the California State Library pursuant to this section. Also, the California State Library may upload, post or transmit copyrighted material produced or purchased with grant funds on a California State Library website for public access and viewing.

4. Discharge of Grant Obligations: The Grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by California State Library. If the Grantee is a non-profit entity, the Grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to California State Library.

5. Dispute Resolution: In the event of a dispute, Grantee will discuss the problem informally with the Grant Monitor. If unresolved, the Grantee shall file a written "Notice of Dispute" with the State Library Grant Monitor within ten (10) days of discovery of the problem. Within ten (10) days of receipt, the Grant Monitor shall meet with the Grantee for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not disposed of within a reasonable period of time, the Grantee may bring it to the attention of the State Librarian or the designated representative. The decision of the State Librarian or designated representative shall be final. Unless otherwise instructed by the Grant Monitor,

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the Grantee shall continue with its responsibilities under this Agreement during any dispute.

6. Drug-free Workplace: The Grantee certifies under penalty of perjury under the laws of California, that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 *et. seq*.) and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
   b. Establish a Drug-Free Awareness Program to inform employees about all the following:

      1) The dangers of drug abuse in the workplace.
      2) The Grantee's policy of maintaining a drug-free workplace.
      3) Any available counseling, rehabilitation and employee assistance programs.
      4) Penalties that may be imposed upon employees for drug abuse violations.

   c. Require that every employee who works on the Agreement will:

      1) Receive a copy of the Grantee's drug-free workplace policy statement.
      2) Agrees to abide by the terms of the Grantee's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and grantee may be ineligible for award of any future state agreements if the California State Library determines that the grantee has made a false certification or violated the certification by failing to carry out the requirements as noted above.

7. Effectiveness of Agreement: This Agreement is of no force or effect until signed by both parties.

8. Entire Agreement: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.

9. Exclusive Agreement: This is the entire Agreement between the California State Library and Grantee.

10. Executive Order N-6-22-Russia Sanctions: The Grantee shall comply with Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to

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terminate grant agreements with, and to refrain from entering any new grant agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

11. Extension: The State Librarian or designee may extend the final deadline for good cause. The Grantee's request for an extension of the grant period must be made in writing and received by the California State Library at least 30 days prior to the final deadline.

12. Failure to Perform: The grant being utilized by the Grantee is to benefit the Zip Books. If the Grant Monitor determines the Grantee has not complied with this Agreement, the Grantee may forfeit the right to reimbursement of any grant funds not already paid by the California State Library, including, but not limited to, the ten percent (10%) withhold.

13. Federal and State Taxes: The State Library shall not:

    a. Withhold Federal Insurance Contributions Act (FICA) payments from Grantee's payments or make FICA payments on the Grantee's behalf; or
    b. Make Federal or State unemployment insurance contributions on Grantee's behalf; or
    c. Withhold Federal or State income taxes from Grantee's payments

    Grantee shall pay all taxes required on payments made under this Agreement including applicable income taxes and FICA.

14. Force Majeure: Neither the California State Library nor the Grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the California State Library or the Grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

15. Forfeit of Grant Funds and Repayment of Funds Improperly Expended: If grant funds are not expended, or have not been expended, in accordance with this Agreement, the State Librarian or designee, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Grantee to forfeit the unexpended portion of the grant funds,

Docusign Envelope ID: 1F3A57A2-87F9-4B08-9E5F-C2BA9AF9DCFC

including, but not limited to, the ten percent (10%) withhold, and/or to repay to the California State Library any funds improperly expended.

16. Fringe Benefit Ineligibility: Grantee agrees that neither the Grantee nor its employees and contract personnel are eligible to participate in any employee pension, health benefit, vacation pay, sick pay or other fringe benefit plan of the State of California or the State Library.

17. Generally Accepted Accounting Principles: The Grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

18. Grant Monitor: The Grant Monitor's responsibilities include monitoring grant progress and reviewing and approving Grant Payment Requests and other documents delivered to the California State Library pursuant to this Agreement. The Grant Monitor may monitor Grantee performance to ensure Grantee expends grant funds appropriately and, in a manner, consistent with the terms and conditions contained herein. The Grant Monitor does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements unless such authority is expressly stated in the Procedures and Requirements.

19. Grantee: the government or legal entity to which a grant is awarded, and which is accountable to the California State Library for the use of the funds provided.

    a. The grantee will make reports to the State Librarian in such form and containing such information as may be required to ensure the proper used of funds consistent with the grantee's application and award agreement. The grantee will keep such records and afford such access as the California State Library may find necessary to assure the correctness and verification of such reports.

20. Grantee Accountability: The Grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to the California State Library, the Grantee is responsible for repayment of the funds to the California State Library.

21. Grantee Funds: It is mutually agreed that the Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete the project.

22. Independent Action: Grantee reserves the right to fulfill its obligations under this Agreement in an independent manner, at any location and at any time within the agreed-upon timeline. Grantee's employees or contract personnel shall perform all services required by this Agreement, but their time need not be

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devoted solely to fulfilling obligations under this Agreement. Grantee shall furnish all equipment and materials used to meet its obligations and complete the Project. The State Library shall not provide any personnel or other resources beyond the grant award and is not required to provide training in connection with this Agreement.

23. Indemnification: Grantee agrees to indemnify, defend and save harmless the State of California, the California State Library and its officers, employees, and agents, from any and all claims, losses, and liabilities accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

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24. License to Use: The California State Library reserves a fully paid-up, royalty-free, nonexclusive, sub-licensable and irrevocable license to reproduce, publish, prepare derivative works, distribute or otherwise use, and to authorize third parties to use, any material received or maintained by Grantee in connection with this Agreement. This includes intellectual property, with or without third-party rights. All such usages will be for public library and State governmental purposes:

    a. The copyright in any work developed under this grant, sub-grant, or contract under this grant or sub-grant; and
    b. Any rights of copyright to which a Grantee, sub-grantee, or a contractor purchases ownership with grant support.

25. Limitation of Expenditure: Expenditure for all projects must conform to the grantee's approved budget and with applicable State laws and regulations. The total amount paid by the California State Library to the Grantee under this agreement shall not exceed $ 7807 and shall be expended/encumbered in the designated award period.

    During the award period, the grantee may find that the awarded budget may need to be modified. Budget changes, requests for additional funds, or requests for reductions in award funding must be discussed with the assigned State Library Grant Monitor and a Grant Award Modification may be required to be submitted according to the instructions. Approval is by the State Librarian or their designee. Adjustments should be reported on the next financial report. Any adjustments in approved budgets must be documented and documentation retained in project accounts.

Docusign Envelope ID: 1F3A57A2-87F9-4B08-9E5F-C2BA9AF9DCFC

26. Lobbying: Grantee confirms that the grant funds will not be used for the purposes of lobbying or otherwise attempting to influence legislation, as those purposes are defined by the U.S. Internal Revenue Code of 1986.

27. Non-Discrimination Clause: During this grant period, the Grantee and the Grantee's contractors, and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status. Grantee shall insure that the evaluation and treatment of contractors, employees and applicants for employment are free from such discrimination and harassment.

    Additionally, Grantee, contractors, and subcontractors, if applicable, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 *et seq*.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 *et seq*.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the California State Library to implement such article.

    Grantee shall permit access by representatives of the Department of Civil Rights and the California State Library upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the California State Library shall require ascertaining compliance with this clause. Grantee, and its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) Grantee shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the Agreement.

28. Notices: All notices and other communications in connection with this Agreement shall be in writing, and shall be considered delivered as follows:

    a. **Electronic Mail (E-mail):** When sent by e-mail to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
    b. **DocuSign (e-signature platform)**: When sent via DocuSign a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
    c. **Grants Management System**: When sent via / uploaded to the California State Library's Grants Management System a notification will be sent to

Docusign Envelope ID: 1F3A57A2-87F9-4B08-9E5F-C2BA9AF9DCFC

the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.

d. **Personally:** When delivered personally to the recipient's physical address as stated in this Agreement.
e. **U.S. Mail:** Five days after being deposited in the U.S. Mail, postage prepaid, and addressed to recipient's address as stated in this Agreement.

29. Order of Precedence: The performance of this Agreement shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Certificate of Compliance, Project Summary, Activities Timeline, and Budget, of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's California State Library-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

    a. Grant Agreement Coversheet and any Amendments thereto
    b. Terms and Conditions
    c. Procedures and Requirements
    d. Certificate of Compliance
    e. Project Summary
    f. Grantee's Application (including Budget and Activities Timeline)
    g. All other attachments hereto, including any that are incorporated by reference.

30. Payment:

    a. The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Project Summary and Activity Timeline included in the project application. California State Library shall provide funding to the Grantee for only the work and tasks specified in the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
    b. The Grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget and shall obtain the Grant Monitor's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application, or the approved Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain

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such prior written approval, the State Librarian or designee, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.

c. The Grantee shall request funds in accordance with the funding schedule included in this agreement.
d. Ten percent (10%) will be withheld from the Payment Request (if applicable) and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld.
e. Lodgings, Meals and Incidentals: Grantee's eligible costs are limited to the amounts authorized in the California State Administrative Manual (see Exhibit C or contact the Grant Monitor for more information).
f. Payment will be made only to the Grantee.
g. Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements.

31. Personal Jurisdiction: The Grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal grantees expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.

32. Personnel Costs: Any personnel expenditures to be paid for with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for their regular job duties, including a proportionate share of any benefits to which the employee is entitled.

33. Pledge: This Agreement shall not be interpreted to create any pledge or any commitment by the State Library to make any other or further grants or contributions to Grantee, or any other person or entity in connection with the Project. It is mutually agreed that Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete outcomes or deliverables.

34. Privacy Protection: Both parties agree to protect the confidentiality of any non-public, personal information that may be contained in materials received or produced in connection with this Agreement, as required by Civil Code, section 1798, *et. seq*.

Docusign Envelope ID: 1F3A57A2-87F9-4B08-9E5F-C2BA9AF9DCFC

35. Prohibited Use: The expenditure under this program shall not be used to supplant Grantee efforts in other grant programs provided by the California State Library.

36. Public Records Act: Material maintained or used by the California State Library is considered "public record" under the Public Records Act (PRA) at Government Code, sections 6250, *et. seq*. This includes the Interim and Final reports, and any other written communications between the parties. Grantee agrees to ensure that all content contained in its written reports are appropriate for publication. Said material, along with all other reports, documentation and data collected during the term of the Agreement, will be subject to disclosure unless it qualifies for exemption under the PRA in whole or in part. Grantee agrees to alert the State Library as to a basis for exemption, if any exists.

37. Publicity Obligations: Grantee will notify the State Library of any promotional materials or publications resulting from the grant no later than five (5) days in advance of distribution, whether they are print, film, electronic, or in any other format or medium. Copies of all promotional materials will be provided to the State Library. Grantee will acknowledge the State Library's support as noted above. Grantee agrees that the State Library may include information about this grant and its outcomes in its own annual reports, with specific reference to Grantee, and may distribute such information to third parties.

38. Records: Communications, grant related documents, data, original receipts, and invoices must be maintained by Grantee and shall be made available to the State Library upon request. Grantee agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices, and to retain all records for at least five (5) years after the end-of-term. The State Library may monitor or conduct an onsite evaluation of Grantee's operation to ensure compliance with this Agreement, with reasonable advance notice.

39. Reduction of Waste: In the performance of this Agreement, Grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.

40. Reimbursement Limitations: Under no circumstances shall the Grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The Grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other California State Library funded program.

Docusign Envelope ID: 1F3A57A2-87F9-4B08-9E5F-C2BA9AF9DCFC

41. Reports and Claims: It is the responsibility of the grantee make the required reports and claims to the California State Library.

    a. The grantee shall be responsible for submitting to the State Library Narrative Reports detailing progress and activities. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
    b. The grantee shall be responsible for submitting to the State Library Financial Reports reflecting grantee expenditure activity. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
    c. To obtain payment hereunder the grantee shall submit authorized claims provided by the State Library for that purpose, on each of the following mentioned dates for payment, and the California State Library agrees to reimburse the Library as soon thereafter as State fiscal procedures will permit.
    d. The final 10% of the grant award (if applicable) is payable only upon approval of all final reports and receipt of claim form. Failure to provide timely reports is a serious breach of an award recipient's administrative duty under the award.
    e. Payment will be provided to cover the expenditures incurred by the grantee for the project in the following manner:
        - $ 7807 upon execution of the agreement and submission of claim by the grantee organization.
        - If applicable, second payment will be made after the submission and approval of the first reports and receipt of claim form in the amount of $ 0
        - If applicable, final payment will be made upon approval of all final reports and receipt of claim form in the amount of 0.

42. Self-Dealing and Arm's Length Transactions: All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the Grantee or any employee or agent of the Grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

In Process

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43. Severability: If any part of this Agreement is found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement, but the remainder of the provisions in the Agreement will remain in full force and effect.

44. Site Visits: The Grantee shall allow the California State Library to access and conduct site visits, with reasonable notice, at which grant funds are expended and related work being performed at any time during the performance of the work and for up to ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved. A site visit may include, but not be limited to, monitoring the use of grant funds, provide technical assistance when needed, and to visit the State funded project.

45. Termination: The Agreement shall be subject to termination by the State Librarian or designee upon notice to the Grantee at least thirty (30) days prior to the effective date of termination. In the event this agreement is terminated, the Grantee shall deliver to the State Librarian copies of all reports, accounting, data, and materials prepared up to the date of termination. The State Librarian shall determine and pay the Grantee for necessary and appropriate expenditures and obligations up to the date of termination which have not been covered by prior installments previously paid to the Grantee. Upon such termination, the unused portion of the grant award must be returned to the California State Library within 45 days. If funding has been advanced to the Grantee, any unobligated balances, as determined by the State Librarian, shall be returned to the State Library within 45 days of the notice of termination.

In Process

46. Timeline: Time is of the essence to this Agreement. It is mutually agreed between the parties that the grant application and the timeline included therein are part of the Agreement.

47. Unused Funds: At the end-of-term Grantee agrees to return any unexpended or unaccounted for funds to the State Library, or to submit a written request for an extension of the grant period. Funds will be considered unexpended or unaccounted if they were: (1) not used for their intended purpose, or (2) used inconsistent with the terms of this Agreement.

    Funds will also be considered unaccounted for, and must be returned, if the proposal outcomes or deliverables are materially incomplete by the end-of-term or earlier termination, as determined by the State Library in its sole discretion.

48. Waiver of Rights: California State Library shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed

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by California State Library. No delay or omission on the part of California State Library in exercising any rights shall operate as a waiver of such right or any other right. A waiver by California State Library of a provision of this Agreement shall not prejudice or constitute a waiver of California State Library's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by California State Library, nor any course of dealing between California State Library and Grantee, shall constitute a waiver of any of California State Library's rights or of any of grantee's obligations as to any future transactions. Whenever the consent of California State Library is required under this Agreement, the granting of such consent by California State Library in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of California State Library.

49. Work Products: Grantee shall provide California State Library with copies of all final products identified in the Work Plan and Application. Grantee shall also provide the State Library with copies of all public education and advertising material produced pursuant to this Agreement.

50. Worker's Compensation: The State of California will not provide Workers' Compensation insurance for Grantee or Grantee's employees or contract personnel. If Grantee hires employees to perform services required by this Agreement, Grantee shall provide Workers' Compensation insurance for them. The Grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the Grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.

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EXHIBIT B: CERTIFICATION of COMPLIANCE FORM

1. **AUTHORIZED REPRESENTATIVE:** I certify that the authorized representative named below is the legally designated representative of the Grantee for this Grant Agreement and project and is authorized to receive and expend funds in order to administer this grant program.
2. I certify that all information provided to the California State Library for review in association with this award is correct and complete to the best of my knowledge, and as the authorized representative of the Grantee, I commit to the conditions of this award, and I have the legal authority to do so.
3. I certify that any or all other participants or contractors in the grant program have agreed to the terms of the application/grant award and have entered into an agreement(s) concerning the final disposition of equipment, facilities, and materials purchased for this program from the funds awarded for the activities and services described in the attached, as approved and/or as amended in the application by the California State Librarian.
4. The authorized representative, on behalf of the Grantee, certifies that the Grantee will comply with all applicable requirements of State and Federal laws, regulations, and policies governing this program, to include the requirements listed below in this Certification of Compliance Form.
5. The authorized representative, on behalf of the Grantee, hereby certifies to the California State Library, for an award of funds in the amount 7807. This award will provide library services as set forth in the Project Application as approved and/or as amended by the California State Librarian.
6. **STATEMENT OF COMPLIANCE:** Grantee has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102).
7. **DRUG-FREE WORKPLACE REQUIREMENTS:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

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

Docusign Envelope ID: 1F3A57A2-87F9-4B08-9E5F-C2BA9AF9DCFC

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

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

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

1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

8. **CONFLICT OF INTEREST:** Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the California State Library must be contacted immediately for clarification.

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

a. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

a. For the two-year period from the date, he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
b. For the twelve-month period from the date, he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as

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the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

9. **LABOR CODE/WORKERS' COMPENSATION:** Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code § 3700).

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

11. **RESOLUTION:** For awards totaling $350,000 or more, a county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

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

13. **DRUG FREE WORKPLACE:**
    a. Continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the recipient must comply with drug-free workplace requirements in subpart B of 2 C.F.R. part 3186, which adopts the Government-wide implementation (2 C.F.R. part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (P. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).
    b. This includes but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for the employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace.

14. **ACCESSIBILITY:** The organization receiving this award, as listed in the certification section below, and all program staff, will ensure all project materials will meet California accessibility standards.

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15. **NON-DISCRIMINATION:** The organization receiving this award, as listed in the certification section below, and all program staff, agree to comply with all California non-discrimination laws.

16. **ACKNOWLEDGEMENT:** The organization receiving this award, as listed in the certification section below, and all program staff, agree to comply with California State Library acknowledgement requirements.

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Certification

ORGANIZATION	
Name:	**Address** *(official and complete)*:
PROJECT COORDINATOR	
Name:	
Email:	**Phone**:
GRANTTEE AUTHORIZED REPRESENTATIVE	
Name: Matthew Johnson	**Title**: County Librarian
Email: matt.johnson@mariposalibrary.org	**Phone**:
Signature:	**Date**:

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Docusign Envelope ID: 1F3A57A2-87F9-4B08-9E5F-C2BA9AF9DCFC

Authorized Representative Signature

ORGANIZATION	
Name:	**Address** *(official and complete)*:
AUTHORIZED REPRESENTATIVE	
Signature:	**Date:**
Printed Name of Person Signing: Matthew Johnson	**Title**: County Librarian
STATE OF CALIFORNIA	
Agency Name: California State Library	**Address**: 900 N Street, Sacramento, CA 95814
Signature: Signed by: Greg Lucas BDA50981C41C416...	**Date**: 10/1/2024
Printed Name of Person Signing: Greg Lucas	**Title**: California State Librarian

In Process

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April 25, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Grantee,

You are receiving this notification because you currently have an active grant through the California State Library.

In Process

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at $5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Annly Roman
California State Library
900 N Street
Sacramento, CA 95814

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CALIFORNIA LIBRARY SERVICES ACT
FINANCIAL CLAIM
PAYMENT IN FULL

Grant Award #: ZIP24-44 **Date:**

Invoice #: ZIP24-44-01 **PO #:** 7754

Payee Name: Mariposa County Library

(Legal name of authorized agency to receive, disburse and account for funds*)

Complete Address:

Street Address, City, State, Zip Code (Warrant will be mailed to this address)

Amount Claimed: $7,807

(Payable Upon Execution of Agreement)

Grantee Name: Mariposa County Library

(Name on Award Letter and Agreement)

Project Title: Zip Books Project

Type of Payment:

☐ PROGRESS

☐ FINAL

☒ IN FULL

☐ AUGMENT

For Period From: upon execution to end of grant period

In Process

CERTIFICATION

I hereby certify under penalty of perjury: that I am the duly authorized representative of the claimant herein; that this claim is in all respects true, correct and in accordance with law and the terms of the agreement; and that payment has not previously been received for the amount claimed herein.

By

(Signature of the Authorized Representative)

Matthew Johnson

(Print Name)

County Librarian

(Title)

*Legal payee name must match the payee's federal tax return. Warrant will be made payable to payee name. Payee discrepancies in name and/or address may cause delay in payment. If you need to change payee name and/or address, please contact Fiscal Services at stategrants.fiscal@library.ca.gov.

State of California, State Library Fiscal Office

ENY: 2024
PURCHASING AUTHORITY NUMBER: CSL-6120
COA: 5432000
FAIN: LS or N/A

ITEM NO: 6120-211-0001, Chapter 22, Statutes of 2024
REPORTING STRUCTURE: 61202000
PROGRAM #: 5312

By

(State Library Representative)

Date

Print Form Reset Form

Docusign Envelope ID: 1F3A57A2-87F9-4B08-9E5F-C2BA9AF9DCFC

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

Section 1 – Payee Information

NAME (This is required. Do not leave this line blank. Must match the payee's federal tax return)

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)

MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2)

CITY, STATE, ZIP CODE	E-MAIL ADDRESS

Section 2 – Entity Type

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

- ☐ **SOLE PROPRIETOR / INDIVIDUAL**
- ☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*
- ☐ **PARTNERSHIP**
- ☐ **ESTATE OR TRUST**

CORPORATION (see instructions on page 2)

- ☐ **MEDICAL** *(e.g., dentistry, chiropractic, etc.)*
- ☐ **LEGAL** *(e.g., attorney services)*
- ☐ **EXEMPT** *(e.g., nonprofit)*
- ☐ **ALL OTHERS**

Section 3 – Tax Identification Number

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity), in which the sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity), in which the sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

___ ___ ___ -___ ___ - ___ ___ ___ ___

OR

Federal Employer Identification Number (FEIN)

___ ___ - ___ ___ ___ ___ ___ ___ ___

In Process

Section 4 – Payee Residency Status (See instructions)

☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.

☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.

☐ No services performed in California

☐ Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE	TITLE	E-MAIL ADDRESS

SIGNATURE	DATE	TELEPHONE *(include area code)*

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE	UNIT/SECTION
Ca. State Library	Admin/Accoutning

MAILING ADDRESS	FAX	TELEPHONE *(include area code)*
900 N Street		916-603-7157

CITY	STATE	ZIP CODE	E-MAIL ADDRESS
Sacramento	CA	95814	accounting@library.ca.gov

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PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form1099).
NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.
Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)…	THEN Select the Box for…
Individual ● Sole Proprietorship ● Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships ● Limited Liability Partnerships (LLP) ● and, LLC treated as a Partnership	Partnerships
Estate ● Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc. ● LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) ● LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above ● LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
  - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov
For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to $20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-473

MEETING: November 5, 2024

TO: The Board of Supervisors

FROM: Matt Johnson, Librarian

RE: Approve and Accept Grant Award from the California State Library in the Amount of $20,038; Authorize the County Librarian to Sign the Agreement; and Approve Budget Action Increasing Revenue and Appropriations in the Library Budget to Implement the Grant ($20,038)

RECOMMENDATION AND JUSTIFICATION

Approve and Accept Grant Award from the California State Library in the Amount of $20,038; Authorize the County Librarian to Sign the Agreement; and Approve Budget Action Increasing Revenue and Appropriations in the Library Budget to Implement the Grant ($20,038).

This grant will allow the library to hire a contractor to offer technology classes at each branch of the library system, as well as to add computer assistance tutorial videos online.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Budget actions increasing revenue and appropriations must be reviewed and approved by the Board. The Board has previously approved similar grant agreements for the library.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the budget action accepting the donation revenue and increasing appropriations the library will not be able to accept the state grant.

FINANCIAL IMPACT

Revenue and appropriations will be increased by $20,038 in the Library Budget.

ATTACHMENTS

1. **_LS-I-24-04_Mariposa_Inspiration_Grant_Award**
2. **Library signed LSTA budget action**

VOTE RESULT

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

Docusign Envelope ID: 8B9B89E6-1A41-4480-94F5-D38ED18FE635

CALIFORNIA STATE LIBRARY

October 18, 2024

Matthew Johnson, County Librarian
Mariposa County Library
PO Box 106
Mariposa, CA 95338

Dear Matthew Johnson:

The California State Library is pleased to approve the grant application for the Technology assistance for Mariposa County project for a total of $20,038 in federal Library Services and Technology Act (LSTA) funds.

This letter contains general information regarding the LSTA award process as well as information specific to your project. Once you have reviewed this letter, please review the Award Agreement and Certification of Compliance included in your award packet and refer to the LSTA Grant Guide located on the California State Library's Manage Your Current Grant webpage (https://www.library.ca.gov/grants/manage/) for more information.

LSTA Funds and Payments
Processing of grant payments may take from eight to ten weeks before delivery. If you have not received payment ten weeks after submitting your claim form to the State Library's Fiscal Department, please contact your Grant Monitor.

Please note: If your full grant amount is more than $20,000, ten percent (10%) of the grant award is withheld until the end of the project period (unless otherwise noted in the Award Agreement and Certification of Compliance. This ten percent (10%) is payable only if the grant recipient fulfills all project reporting requirements and expends all funds, or returns all unspent grant funds, by the time specified in the award packet.

Reporting
Financial and program narrative reports are required throughout and following the project period. All required reporting materials are located on the State Library's Manage Your Current Grant (https://www.library.ca.gov/grants/manage/) webpage. Reporting period and deadlines can be found in the Award Agreement and Certification of Compliance for this project. Failure to provide timely reports is a serious breach of a grant recipient's administrative duty under the grant program, which may result in federal audit exceptions against the state and the loss of LSTA funds.

Requirements Specific to Your Project
The following are requirements that are specific to your project. Please contact your project support team if you have any questions about or require support in fulfilling these requirements.

Project Support Team
Your project support team is available throughout the project period to assist you. There are two people assigned to your project. The first is your Grant Monitor who is available to assist you with compliance and reporting matters. The Grant Monitor assigned to your project is Amanda

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Gamon and can be reached via email at amanda.gamon@library.ca.gov. You will also be assigned a Library Program Consultant and an Equity Advisor for ongoing programmatic support.

Please stay in touch with your project support team throughout the award period. Read the enclosed award packet thoroughly and contact your project support team if you have any questions.

Best wishes for a successful project.

Respectfully yours,

Signed by:
Greg Lucas
BDA50981C41C416...

Greg Lucas
California State Librarian

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THE BASICS – YOUR LSTA GRANT AWARD

Award #:	LS-I-24-04
File #:	I-04
IMLS #:	LS-253616-OLS-23
Organization:	Mariposa County Library
Project Title:	Technology assistance for Mariposa County
Award Amount:	$20,038

2023/2024 LSTA APPROVED BUDGET

Salaries/Wages/Benefits	$8,561
Consultant Fees	$8,374
Travel	$475
Supplies/Materials	$1328
Equipment ($5,000 or more per unit)	$0
Services	$1,300
Project Total	$20,038
Indirect Cost	$0
Grant Total	$20,038
Payment Schedule	50/40/10

Start Date:	10/23/2024
End Date:	06/30/2025

This project will be officially closed as of the end date listed above and no new expenditures may be generated, nor may any additional funded project activities occur. Unexpended or unencumbered funds must be returned within 30 days of the end date. However, if funds were encumbered prior to the end date, this project is allowed 45 days to liquidate those encumbrances. Any funds not liquidated are to be returned with the liquidation report within 60 days of the end date.

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LIBRARY SERVICES AND TECHNOLOGY ACT (LSTA)

AWARD AGREEMENT AND CERTIFICATION OF COMPLIANCE

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CALIFORNIA STATE LIBRARY

TABLE OF CONTENTS

PROJECT SUMMARY ..... Error! Bookmark not defined.
PROCEDURES and REQUIREMENTS ..... Error! Bookmark not defined.
A. Term of the Agreement ..... Error! Bookmark not defined.
B. Scope of Work ..... Error! Bookmark not defined.
C. Spending Funds ..... Error! Bookmark not defined.
D. Narrative and Financial Reports ..... Error! Bookmark not defined.
E. Claim Form and Payment ..... Error! Bookmark not defined.
EXHIBIT A: TERMS AND CONDITIONS ..... Error! Bookmark not defined.
EXHIBIT B: FEDERAL RESTRICTIONS ON THE USE OF LSTA FUNDS ..... Error! Bookmark not defined.
EXHIBIT C: LSTA AWARD REQUIREMENTS ..... Error! Bookmark not defined.
A. CIPA Compliance ..... Error! Bookmark not defined.
B. Contracting Guidance ..... Error! Bookmark not defined.
C. Language Access Services ..... Error! Bookmark not defined.
EXHIBIT D: CERTIFICATION OF COMPLIANCE FORM ..... Error! Bookmark not defined.
Certification ..... Error! Bookmark not defined.
Authorized Representative Signature ..... Error! Bookmark not defined.

In Process

Docusign Envelope ID: 8B9B89E6-1A41-4480-94F5-D38ED18FE635

PROJECT SUMMARY

AWARD AGREEMENT BETWEEN THE CALIFORNIA STATE LIBRARY and Mariposa County Library for the Technology assistance for Mariposa County AWARD AGREEMENT NUMBER LS-I-24-04

This Award Agreement ("Agreement") is entered into on October 23, 2024 by and between the California State Library ("State Library") and Mariposa County Library, ("Subrecipient").

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This Award Agreement pertains to Mariposa County Library's LSTA-funded Technology assistance for Mariposa County project.

The Library Development Services Bureau ("LDS") of the State Library administers state and federal funds in the form of awards.

The Subrecipient was selected by the State Library to receive LSTA award funds in the amount of $20,038 through the process adopted by the State Library in administering such grants.

The State Library and the Subrecipient, for the consideration and under the conditions hereinafter set forth in the Grant Agreement, agree as follows:

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CALIFORNIA STATE LIBRARY

PROCEDURES and REQUIREMENTS

A. Term of the Agreement

The Award term begins on the date of execution of the Agreement by both parties, until September 30, 2025. If completion of the project occurs prior to the end of the award period, this will be the end date of the term of this agreement. Award eligible program expenditures may begin no earlier than the start date of the project period. The project period ends on June 30, 2025 and all eligible program costs must be incurred by this date.

In Process

B. Scope of Work

1. Subrecipient agrees to perform all activities specifically identified in the Subrecipient's application and submitted to the State Library in response to the Inspiration Grants opportunity.
2. The following activities and deliverables to be performed by the Subrecipient include, but are not limited to the following:
   - Maintain and keep records of expenditures related to the grant that are consistent with the Generally Accepted Accounting Principles (GAAP).
   - Make financial records available to the State Library upon request.
   - Work with the State Library staff to assure that funds are disbursed in compliance with the purpose of the grant.
   - Prepare and submit required narrative and financial reports.
   - Procure equipment, and other supplies as needed for the project.
   - Issue contracts for services, personnel, and consultants.
   - If applicable, make payments for services, including for hours worked and travel reimbursements, to consultants and contractors.
   - Oversee the implementation of project activities.

C. Spending Funds

1. There are federal restrictions for how LSTA funding can and cannot be spent. Please be sure to review the Restrictions on the Use of LSTA Grant Funds, also detailed in Exhibit B of this agreement, to ensure that LSTA funds are used appropriately. Unallowable costs may not be counted toward a project's match or in-kind contribution.

Docusign Envelope ID: 8B9B89E6-1A41-4480-94F5-D38ED18FE635

D. Narrative and Financial Reports

1. The Subrecipient shall be responsible for submission of interim and final **narrative and financial** reports on the progress and activities of the project, to the California State Library, using the sample report documents provided by the California State Library.
2. All the reports must be current, include all required sections and documents, and must be approved by the Grant Monitor before any payment request can be processed. Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and result in the termination of the Agreement or rejection of the payment request and/or forfeiture by the Subrecipient of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Monitor. The financial reports shall reflect the expenditures made by the Subrecipient under the Agreement, and may be incorporated into the same reporting structure as the narrative reports.
3. The reports shall be submitted by the following dates:

In Process

Reporting Period	**Report**	**Due Date**
N/A	Baseline Self-Assessment Due	November 15, 2024
October - March	Mid Project Program Narrative Report Due	January 15, 2025
April-June End Date	Final Expenditure Detail Report and Final Program Narrative Report Due	Upon completion of the project but no later than July 31, 2025
60 Days from Project End Date *(if end date is extended see extension letter for new dates)*	Liquidation Financial Report Due *(Only required if encumbered funds have not been spent by project end date)*	August 31, 2025

4. Failure to submit timely reports with the appropriate documentation by the due date may result in rejection of the payment request and/or forfeiture by the Subrecipient of claims for costs incurred that might otherwise have been eligible for grant funding.
5. The Subrecipient agrees to maintain records and supporting documentation pertaining to the performance of this grant subject to possible audit for a minimum of five (5) years after final payment date or grant term end date, whichever is later. Please refer to Exhibit A, Terms and Conditions for more information.

Docusign Envelope ID: 8B9B89E6-1A41-4480-94F5-D38ED18FE635

E. Claim Form and Payment

1. The California State Library shall provide the Subrecipient payment as outlined in the payment schedule, and only for those activities and costs specified in the approved award application.
2. The Subrecipient shall complete, sign, and submit the Certification of Compliance form (Exhibit D) and the Financial Claim form (included in your award packet) to the California State Library within 14 days of receiving the award packet. These forms will be issued, signed and submitted using the online signature and agreement platform, DocuSign.
3. Any of the sums listed as approved and/or amended appearing under the categories in the approved budget may be adjusted with prior authorization from the California State Library Grant Monitor. This would be to increase the allotment with the understanding that there will be corresponding decreases in the other allotments so that the total amount paid by the California State Library to the Subrecipient under this Agreement shall not exceed the awarded amount, which shall be expended/encumbered during the grant period.
4. If the payment amount made by the California State Library exceeds the actual expenses incurred during the term of this Agreement, as reflected in the financial reports to be filed by the Subrecipient, the Subrecipient shall immediately refund the excess payment amount to the California State Library.
5. The Award payments will only be made to the Subrecipient. It is the Subrecipient's responsibility to pay all contractors and subcontractors for purchased goods and services.
6. For awards over $20,000, the Final Payment of 10% will be withheld and retained by the California State Library until all conditions agreed upon in this Agreement, including submission and Grant Monitor approval of the final narrative and financial reports, have been satisfied.
7. **Prompt Payment Clause**
   The California State Library will make payments to the Subrecipient in accordance with the Prompt Payment Clause under Government Code, section 927, *et. seq*. The Subrecipient may typically expect payment to be issued within 45 days from the date a grant payment request is properly submitted and approved by the Fiscal Analyst.
8. **Budget Contingency Clause**
   a. It is mutually agreed that if the Budget Act of the current fiscal year or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the California State Library shall have no liability to pay any funds whatsoever to the Subrecipient or to furnish any other considerations under this Agreement and the Subrecipient shall not be obligated to perform any provisions of this Agreement.

Docusign Envelope ID: 8B9B89E6-1A41-4480-94F5-D38ED18FE635

b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the California State Library shall have the option to either cancel this Agreement with no liability occurring to itself or offer an Agreement amendment to the Subrecipient to reflect the reduced amount.
c. This grant award may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the grant award were executed after that determination was made.
d. This grant award is valid and enforceable only if sufficient funds are made available to the State by the United States government for the Fiscal Year 2024-2025 for the purposes of this program. In addition, this grant award is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this grant award in any manner.
e. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this grant award shall be amended to reflect any reduction in funds.
f. The California State Library has the option to amend the grant award to reflect any reduction of funds.
g. Upon the grant award approval by the State Librarian, one (1) completed set of this Award Agreement will be sent to the Subrecipient. Such copy shall be the officially approved agreement for the conduct of the approved project.

In Process

Docusign Envelope ID: 8B9B89E6-1A41-4480-94F5-D38ED18FE635

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EXHIBIT A: TERMS AND CONDITIONS

1. Accessibility: The organization receiving this LSTA award, as listed in the certification section below, and all program staff, will ensure all LSTA-funded project materials will meet California accessibility standards.

   The State is responsible for ensuring that public websites are accessible to both the general public and state employees, including persons with disabilities. Subrecipient shall assist the State in meeting its responsibility. Therefore, all project materials generated by state funded programs must meet the California Accessibility Standards. Additionally, all project materials designed, developed, and maintained shall be in compliance with the California Government Code, sections 7405 and 11135, and the Web Content Accessibility Guidelines 2.0, or a subsequent version, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

   However, if for some reason project material is not generated to be in compliance to meet these standards, please still submit it to the State Library. When submitting the material make sure to note that the material is not accessible by including "NOT ACCESSIBLE" in the file name.

   The California State Library reserves the right to post project materials to its website that are in compliance with these standards.

   Common, applicable award materials include, but are not limited to:
   - Project toolkits
   - Digital resources
   - Publications
   - Survey templates
   - Project marketing materials

2. Acknowledgment: The Institute of Museum and Library Services and the California State Library shall be acknowledged in all promotional materials and publications related to the LSTA-funded project.

Docusign Envelope ID: 8B9B89E6-1A41-4480-94F5-D38ED18FE635

a. LSTA award recipients must ensure that the Library Services and Technology Act receive full credit as the funding program and that the Institute of Museum and Library Services (IMLS) likewise, is acknowledged as the federal source of funds.
b. Publications and information releases about the project must credit the Library Services and Technology Act (LSTA). An appropriate statement for a publication or project press release is:

> *"This [publication/project] was supported in whole or in part by the U.S. Institute of Museum and Library Services under the provisions of the Library Services and Technology Act, administered in California by the State Librarian."*
>
> As appropriate, this disclaimer should be added:
>
> *"The opinions expressed herein do not necessarily reflect the position or policy of the U.S. Institute of Museum and Library Services or the California State Library, and no official endorsement by the U.S. Institute of Museum and Library Services or the California State Library should be inferred."*

c. This credit line on products of a project, such as materials and publicity, is important to foster support from the public and by state and federal funding sources.
d. For more examples from Institute of Museum and Library Services (IMLS) provided for recipients of national level grants, please see IMLS Acknowledgement Requirements.
e. IMLS Logo: Use of the IMLS logo, which can be downloaded on the IMLS Logos page, is required on any publications. Please refer to the IMLS Brand Standards page for further details and usage requirements. If the award project results in copyrightable material, the sub Subrecipient or any subcontractor of the sub Subrecipient is free to copyright the work. However, IMLS and the State Library reserve a royalty-free, exclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the work for government purposes.
f. Photo Documentation: Digital photos are a great way to document the happenings of your project. It is recommended that you use a photo release form when taking photos of the public. You may use your library's photo release form, or use the IMLS Media Content Authorization and Release form.

3. Agency: In the performance of this Agreement the Subrecipient and its agents and employees shall act in an independent capacity and not as officers,

Docusign Envelope ID: 8B9B89E6-1A41-4480-94F5-D38ED18FE635

employees or agents of the California State Library. The Subrecipient is solely responsible for all activities supported by the grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties. The Subrecipient shall not represent itself as an agent of the California State Library for any purpose, and has no authority to bind the State Library in any manner whatsoever.

4. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.

5. Applicable law: The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.

6. Assignment, Successors, and Assigns: The Subrecipient may not assign this Agreement or delegate its performance to any third-party person or entity, either in whole or in part, without the California State Library's prior written consent. The provisions of this Agreement shall be binding upon and inure to the benefit of the California State Library, the Subrecipient, and their respective successors and assigns.

   Audit and Records Access: The Subrecipient agrees that the California State Library, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review, audit, inspect and copy any records and supporting documentation pertaining to the performance of this Agreement. To meet federal and state requirements, Subrecipients agrees to maintain grant records for five years following the California State Library's submission of the last expenditure report for the LSTA Five-Year Plan under which the award was issued, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Subrecipient agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Subrecipient agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

Docusign Envelope ID: 8B9B89E6-1A41-4480-94F5-D38ED18FE635

Examples of audit documentation may include, but not limited to, competitive bids, grant amendments, if any, relating to the budget or work plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices and/or cancelled checks.

A records retention schedule is included in the LSTA Grant Guide available to LSTA awardees.

7. Authorized Representative: Subrecipient and the California State Library mutually represent that their authorized representatives have the requisite legal authority to sign on their organization's behalf.

8. Communication: All communications from either party, including an interim check-in at any time during the grant term, shall be directed to the respective Grant Monitor or representative of the California State Library or Subrecipient. For this purpose, the following contact information is provided below:

Mariposa County Library	**California State Library**
Matthew Johnson	Amanda Gamon
PO Box 106	900 N Street
Mariposa, CA, 95338	Sacramento, CA 95814
209-966-2140	916-603-6710
mjohnson@mariposacounty.org	amanda.gamon@library.ca.gov

9. Confidentiality: Subrecipient will maintain as confidential any material it receives or produces that is marked **Confidential** or is inherently confidential, or is protected by privilege. Subrecipient agrees to alert the State Library to this status in advance, and State Library agrees to maintain this status in conformity with the Public Records Act.

10. Contractor and Subcontractors: Nothing contained in this Grant Agreement or otherwise shall create any contractual relation between the State and any contractor or subcontractors, and no contract or subcontract shall relieve the Subrecipient of their responsibilities and obligations hereunder. The Subrecipient agrees to be as fully responsible to the State for the acts and omissions of its contractors, subcontractors, volunteers, student interns and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Subrecipient. The Subrecipient's obligation to pay its contractors and subcontractors is an independent obligation from the State's obligation to make payments to the Subrecipient. As a result, the State

Docusign Envelope ID: 8B9B89E6-1A41-4480-94F5-D38ED18FE635

shall have no obligation to pay or to enforce the payment of any monies to any contractor or subcontractor.

11. Copyright: Subrecipient owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act. (17 U.S.C. 101, *et seq.*) Subrecipient is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the California State Library pursuant to this section. Also, the California State Library may upload, post or transmit copyrighted material produced or purchased with grant funds on a California State Library website for public access and viewing.

12. Discharge of Grant Obligations: The Subrecipient's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by California State Library. If the Subrecipient is a non-profit entity, the Subrecipient's Board of Directors shall accept and certify as accurate the final report prior to its submission to California State Library.

13. Dispute Resolution: In the event of a dispute, Subrecipient will discuss the problem informally with the Grant Monitor. If unresolved, the Subrecipient shall file a written "Notice of Dispute" with the State Library Grant Monitor within ten (10) days of discovery of the problem. Within ten (10) days of receipt, the Grant Monitor shall meet with the Subrecipient for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not disposed of within a reasonable period of time, the Subrecipient may bring it to the attention of the State Librarian or the designated representative. The decision of the State Librarian or designated representative shall be final. Unless otherwise instructed by the Grant Monitor, the Subrecipient shall continue with its responsibilities under this Agreement during any dispute.

14. Drug-free Workplace: The Subrecipient certifies under penalty of perjury under the laws of California, that the Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 *et. seq*.) and will provide a drug-free workplace by taking the following actions:

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

    b. Establish a Drug-Free Awareness Program to inform employees about all of the following:

Docusign Envelope ID: 8B9B89E6-1A41-4480-94F5-D38ED18FE635

1) The dangers of drug abuse in the workplace.

2) The Subrecipient's policy of maintaining a drug-free workplace;

3) Any available counseling, rehabilitation and employee assistance programs.

4) Penalties that may be imposed upon employees for drug abuse violations.

c. Require that every employee who works on the Agreement will:

1) Receive a copy of the Subrecipient's drug-free workplace policy statement.

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

In Process

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Subrecipient may be ineligible for award of any future state agreements if the California State Library determines that the Subrecipient has made a false certification, or violated the certification by failing to carry out the requirements as noted above.

15. Effectiveness of Agreement: This Agreement is of no force or effect until signed by both parties.

16. Entire Agreement: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.

17. Exclusive Agreement: This is the entire Agreement between the California State Library and Subrecipient.

18. Executive Order N-6-22-Russia Sanctions: The Grantee shall comply with Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate grant agreements with, and to refrain from entering any new grant agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Grantee advance written notice of such

Docusign Envelope ID: 8B9B89E6-1A41-4480-94F5-D38ED18FE635

termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

19. Extension: The State Librarian or designee may extend the final deadline for good cause. The Subrecipient's request for an extension of the grant period must be made in writing and received by the California State Library at least 30 days prior to the final deadline. Extensions of up to 30 days following the original project period end date may be granted. Extended project end dates may not exceed the end of the Federal fiscal year (September 30).

20. Failure to Perform: If the Grant Monitor determines the Subrecipient has not complied with this Agreement, or is not implementing the project as approved by the State Library, the Subrecipient may forfeit the right to reimbursement of any grant funds not already by the California State Library, including, but not limited to, the ten percent (10%) withhold.

In Process

21. Federal and State Taxes: The State Library shall not:

    a. Withhold Federal Insurance Contributions Act (FICA) payments from Subrecipient's payments or make FICA payments on the Subrecipient's behalf; or

    b. Make Federal or State unemployment insurance contributions on Subrecipient's behalf; or

    c. Withhold Federal or State income taxes from Subrecipient's payments

    Subrecipient shall pay all taxes required on payments made under this Agreement including applicable income taxes and FICA.

22. Force Majeure: Neither the California State Library nor the Subrecipient, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the California State Library or the Subrecipient, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

23. Forfeit of Grant Funds and Repayment of Funds Improperly Expended: If grant funds are not expended, or have not been expended, in accordance with this Agreement, the State Librarian or designee, at their sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Subrecipient to forfeit the unexpended portion of the grant funds, including,

Docusign Envelope ID: 8B9B89E6-1A41-4480-94F5-D38ED18FE635

but not limited to, the ten percent (10%) withhold, and/or to repay to the California State Library any funds improperly expended.

24. Fringe Benefit Ineligibility: Subrecipient agrees that neither the Subrecipient nor its employees and contract personnel are eligible to participate in any employee pension, health benefit, vacation pay, sick pay or other fringe benefit plan of the State of California or the State Library.

25. Generally Accepted Accounting Principles: The Subrecipient is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

26. Grant Monitor: The Grant Monitor may monitor Subrecipient performance to ensure Subrecipient expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. The Grant Monitor does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements, unless such authority is expressly stated in the Procedures and Requirements.

27. Independent Action: Subrecipient reserves the right to fulfill its obligations under this Agreement in an independent manner, at any location and at any time within the agreed-upon timeline. Subrecipient's employees or contract personnel shall perform all services required by this Agreement, but their time need not be devoted solely to fulfilling obligations under this Agreement. Subrecipient shall furnish all equipment and materials used to meet its obligations, and complete the Project. The State Library shall not provide any personnel or other resources beyond the grant award, and is not required to provide training in connection with this Agreement.

28. Indemnification: Subrecipient agrees to indemnify, defend and save harmless the State of California, the California State Library and its officers, employees, and agents, from any and all claims, losses, and liabilities accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Subrecipient in the performance of this Agreement.

29. License to Use: The California State Library and the Institute of Museum and Library Services reserve a fully paid-up, royalty-free, nonexclusive, sub-licensable and irrevocable license to reproduce, publish, prepare derivative works,

Docusign Envelope ID: 8B9B89E6-1A41-4480-94F5-D38ED18FE635

distribute or otherwise use, and to authorize third parties to use, any material received or maintained by Subrecipient in connection with this Agreement. This includes intellectual property, with or without third-party rights. All such usages will be for public library and State governmental purposes:

a. The copyright in any work developed under this grant or contract under this award; and

b. Any rights of copyright to which a Subrecipient or a contractor purchases ownership with award support.

30. Limitation of Expenditure: Expenditure for all projects must conform to the approved budget, as amended, and with applicable Federal and State laws and regulations. The total amount paid by the California State Library to the subrecipient under this agreement shall not exceed $20,038 and shall be expended/encumbered in the designated award period.

    During the award period, the subrecipient may find that the awarded budget may need to be modified. Budget changes, requests for additional funds, or requests for reductions in award funding must be discussed with the assigned State Library Grant Monitor and a Grant Award Modification may be required to be submitted according to the instructions. Approval is by the State Librarian. Adjustments should be reported on the next financial report. Any adjustments in approved budgets must be documented and documentation retained in project accounts.

31. Lobbying: Subrecipient confirms that the grant funds will not be used for the purposes of lobbying or otherwise attempting to influence legislation, as those purposes are defined by the U.S. Internal Revenue Code of 1986.

32. Non-Discrimination Clause: During this grant period, the Subrecipient and the Subrecipient's contractors, and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status. Subrecipient shall insure that the evaluation and treatment of contractors, employees and applicants for employment are free from such discrimination and harassment.

    Additionally, Subrecipient, contractors, and subcontractors, if applicable, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 *et seq*.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 *et seq*.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of

Docusign Envelope ID: 8B9B89E6-1A41-4480-94F5-D38ED18FE635

the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the California State Library to implement such article.

Subrecipient shall permit access by representatives of the Department of Civil Rights and the California State Library upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the California State Library shall require to ascertain compliance with this clause. Subrecipient, and its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) Subrecipient shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the Agreement.

In Process

33. Notices: All notices and other communications in connection with this Agreement shall be in writing, and shall be considered delivered as follows:

    a. **Electronic Mail (E-mail):** When sent by e-mail to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.

    b. **DocuSign (e-signature platform)**: When sent via DocuSign a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.

    c. **Grants Management System**: When sent via / uploaded to the California State Library's Grants Management System a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.

    d. **Personally:** When delivered personally to the recipient's physical address as stated in this Agreement.

    e. **U.S. Mail:** Five days after being deposited in the U.S. Mail, postage prepaid, and addressed to recipient's address as stated in this Agreement.

34. Order of Precedence: The performance of this Agreement shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Federal Restrictions on the Use of LSTA Funds, LSTA Award Requirements, Certificate of Compliance, and Project Summary of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Subrecipient's California State Library-

Docusign Envelope ID: 8B9B89E6-1A41-4480-94F5-D38ED18FE635

approved Application (Subrecipient's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

(a) Grant Agreement Coversheet and any Amendments thereto
(b) Terms and Conditions
(c) Procedures and Requirements
(d) Federal Restrictions on the Use of LSTA Funds
(e) LSTA Award Requirements
(f) Certificate of Compliance
(g) Project Summary
(h) Subrecipient's Application
(i) All other attachments hereto, including any that are incorporated by reference.

In Process

35. Payment:
    a. The approved Budget, if applicable as detailed in the Award Letter, states the maximum amount of allowable costs for each of the tasks identified in the Activity Timeline included in the project application. California State Library shall provide funding to the Subrecipient for only the work and tasks specified in the Subrecipient's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
    b. The Subrecipient shall carry out the work described in the Subrecipient's Application in accordance with the approved Budget, and shall obtain the Grant Monitor's written approval of any changes or modifications to the approved project as described in the Subrecipient's Application or the approved Budget prior to performing the changed work or incurring the changed cost. If the Subrecipient fails to obtain such prior written approval, the State Librarian or designee, at their sole discretion, may refuse to provide funds to pay for such work or costs.
    c. The Subrecipient shall request funds in accordance with the funding schedule included in this agreement.
    d. For awards with total funding exceeding $20,000, ten percent (10%) will be withheld from each Payment Request and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the Subrecipient to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld.

Docusign Envelope ID: 8B9B89E6-1A41-4480-94F5-D38ED18FE635

e. Lodgings, Meals and Incidentals: Subrecipient's eligible costs are limited to the amounts authorized in the U.S. General Services Administration (contact the Grant Monitor for more information).
f. Payment will be made only to the Subrecipient.
g. Allowable expenses shall not be incurred unless and until the Subrecipient receives official award notification as described in the Procedures and Requirements.

36. Personal Jurisdiction: The Subrecipient consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal Subrecipient s expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.

In Process

37. Personnel Costs: If there are eligible costs pursuant to Exhibit D, Eligible and Ineligible Costs, any personnel expenditures to be reimbursed with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for their regular job duties, including a proportionate share of any benefits to which the employee is entitled, unless otherwise specified in Exhibit D.

38. Pledge: This Agreement shall not be interpreted to create any pledge or any commitment by the State Library to make any other or further grants or contributions to Subrecipient, or any other person or entity in connection with the Project. It is mutually agreed that Subrecipient is responsible for furnishing funds beyond the award that may be necessary to complete outcomes or deliverables.

39. Privacy Protection: Both parties agree to protect the confidentiality of any non-public, personal information that may be contained in materials received or produced in connection with this Agreement, as required by Civil Code, section 1798, *et. seq*.

40. Prohibited Use: The expenditure under this program shall not be used to supplant Subrecipient efforts in other grant programs provided by the California State Library and shall not be used to supplant subrecipient effort.

41. Provisions: This agreement is entered into under provisions of the Library Services and Technology Act, Public Law 104-208 on September 30, 1996; and

Docusign Envelope ID: 8B9B89E6-1A41-4480-94F5-D38ED18FE635

Congressional Record – House, H11644-H11728 on September 28, 1996, H12266-H12267 on October 3, 1996; and 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, December 26, 2013. Congress enacted the Museum and Library Services Act of 2010 (Pub. L. 111-340, codified at 20 U.S.C. § 9101 *et seq*.), which also incorporates Library Services and Technology Act (LSTA).

a. Performance of the provisions of this agreement is subject to the conditions and availability of funds as awarded by the State Librarian under said Act.

42. Public Records Act: Material maintained or used by the California State Library is considered "public record" under the Public Records Act (PRA) at Government Code, sections 6250, *et*. *seq*. This includes the Interim and Final reports, and any other written communications between the parties. Subrecipient agrees to ensure that all content contained in its written reports are appropriate for publication. Said material, along with all other reports, documentation and data collected during the term of the Agreement, will be subject to disclosure unless it qualifies for exemption under the PRA in whole or in part. Subrecipient agrees to alert the State Library as to a basis for exemption, if any exists.

43. Publicity Obligations: Subrecipient will notify the State Library of any promotional materials or publications resulting from the award no later than five (5) days in advance of distribution, whether they are print, film, electronic, or in any other format or medium. Copies of all promotional materials will be provided to the State Library. Subrecipient will acknowledge the LSTA support as noted above. Subrecipient agrees that the State Library may include information about this grant and its outcomes in its own annual reports, with specific reference to Subrecipient, and may distribute such information to third parties.

44. Records: Communications, grant related documents, data, original receipts and invoices must be maintained by Subrecipient and shall be made available to the State Library upon request. Subrecipient agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices, and to retain all records for at least five (5) years after the end-of-term. The State Library may monitor or conduct an onsite evaluation of Subrecipient's operation to ensure compliance with this Agreement, with reasonable advance notice.

45. Reduction of Waste: In the performance of this Agreement, Subrecipient shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to:

Docusign Envelope ID: 8B9B89E6-1A41-4480-94F5-D38ED18FE635

the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.

46. Reimbursement Limitations: Under no circumstances shall the Subrecipient seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The Subrecipient shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other California State Library funded program.

47. Reports and Claims: It is the responsibility of the recipient of these instructions to see that the proper individual to supply the required reports and claims receives the instructions and makes the required reports and claims to the California State Library.

In Process

    a. The subrecipient shall be responsible for submitting to the State Library Narrative Reports detailing progress and activities. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
    b. The subrecipient shall be responsible for submitting to the State Library Financial Reports reflecting project expenditure activity. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
    c. To obtain payment hereunder the subrecipient shall submit authorized claims provided by the State Library for that purpose, on each of the following mentioned dates for payment, and the California State Library agrees to reimburse the Library as soon thereafter as State fiscal procedures will permit.
    d. In-full payments are typically made for awards totaling $20,000 or less.
    e. Funding for awards totaling more than $20,000 are issued in three payments following a 50%/40%/10% payment schedule, unless an exception has been made.
    f. The final 10% of the grant award (if applicable) is payable only if the subrecipient fulfills all project reporting requirements and returns all unspent funds by the time specified in the Grant Guide. Failure to provide timely reports is a serious breach of an award recipient's administrative duty under the award, which may result in federal audit exceptions against the State and the loss of LSTA funds.
    g. Payment will be provided to cover the expenditures incurred by the subrecipient for the project in the following manner:

Docusign Envelope ID: 8B9B89E6-1A41-4480-94F5-D38ED18FE635

- $10,019 upon execution of the agreement and submission of claim by fiscal agent
- If applicable, second payment will be made upon approval of first quarter financial report and receipt of claim form in the amount of $8,015
- If applicable, final payment will be made upon approval of all final reports and receipt of claim form in the amount of $2,003

48. Self-Dealing and Arm's Length Transactions: All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the Subrecipient or any employee or agent of the Subrecipient. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all award monies are to be expended.

49. Severability: If any part of this Agreement is found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement, but the remainder of the provisions in the Agreement will remain in full force and effect.

50. Site Visits: The Subrecipient shall allow the California State Library to access and conduct site visits, with reasonable notice, at which grant funds are expended and related work being performed at any time during the performance of the work and for up to ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved. A site visit may include, but not be limited to, monitoring the use of grant funds, provide technical assistance when needed, and to visit the State funded project.

51. Subrecipient: The Subrecipient is the government or other legal entity to which a subaward is awarded and which is accountable to the grantee for the use of the funds provided.
    a. The subrecipient will make reports to the State Librarian in such form and containing such information as may be required to enable the California State Library to perform its duties. The subrecipient will keep such records and afford such access as the California State Librarian or Library may find necessary to assure the correctness and verification of such reports.

Docusign Envelope ID: 8B9B89E6-1A41-4480-94F5-D38ED18FE635

b. The control of funds and title to property derived there from shall be in a subrecipient agency for the uses and purposes provided; a subrecipient agency will administer such property and funds and shall apply funds only for the purposes for which they were granted.

52. Subrecipient Accountability: The Subrecipient is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Subrecipient has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to the California State Library, the Subrecipient is responsible for repayment of the funds to the California State Library.

53. Subrecipient Funds: It is mutually agreed that the Subrecipient is responsible for furnishing funds beyond the grant award that may be necessary to complete the project.

In Process

54. Termination: The Agreement shall be subject to termination by the State Librarian or designee upon notice to the Subrecipient at least thirty (30) days prior to the effective date of termination. In the event this agreement is terminated, the Subrecipient shall deliver to the State Librarian copies of all reports, accounting, data, and materials prepared up to the date of termination. The State Librarian shall determine, and pay the Subrecipient for necessary and appropriate expenditures and obligations up to the date of termination which have not been covered by prior installments previously paid to the Subrecipient. Upon such termination, the unused portion of the grant award must be returned to the California State Library within 45 days. If funding has been advanced to the Subrecipient, any unobligated balances, as determined by the State Librarian, shall be returned to the State Library within 45 days of the notice of termination.

    The State Librarian is empowered to review, audit, and inspect the project for compliance with this agreement.

55. Timeline: Time is of the essence to this Agreement. It is mutually agreed between the parties that the grant application and the timeline included therein are part of the Agreement.

56. Unused Funds: At the end-of-term Subrecipient agrees to return any unexpended or unaccounted for funds to the State Library, or to submit a written request for an extension of the award period. Funds will be considered unexpended or unaccounted if they were: (1) not used for their intended purpose, or (2) used inconsistently with the terms of this Agreement.

Docusign Envelope ID: 8B9B89E6-1A41-4480-94F5-D38ED18FE635

Funds will also be considered unaccounted for, and must be returned, if the proposal outcomes or deliverables are materially incomplete by the end-of-term or earlier termination, as determined by the State Library in its sole discretion.

57. Waiver of Rights: California State Library shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by California State Library. No delay or omission on the part of California State Library in exercising any rights shall operate as a waiver of such right or any other right. A waiver by California State Library of a provision of this Agreement shall not prejudice or constitute a waiver of California State Library's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by California State Library, nor any course of dealing between California State Library and Subrecipient, shall constitute a waiver of any of California State Library's rights or of any of Subrecipient's obligations as to any future transactions. Whenever the consent of California State Library is required under this Agreement, the granting of such consent by California State Library in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of California State Library.

58. Work Products: Subrecipient shall provide California State Library with copies of all final products identified in the Work Plan and Application. Subrecipient shall also provide the State Library with copies of all public education and advertising material produced pursuant to this Agreement.

59. Workers' Compensation: The State of California will not provide Workers' Compensation insurance for Subrecipient or Subrecipient's employees or contract personnel. If Subrecipient hires employees to perform services required by this Agreement, Subrecipient shall provide Workers' Compensation insurance for them. The Subrecipient is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the Subrecipient agrees to comply with such provisions before commencing the performance of the work of this Agreement.

Docusign Envelope ID: 8B9B89E6-1A41-4480-94F5-D38ED18FE635

EXHIBIT B: FEDERAL RESTRICTIONS ON THE USE OF LSTA FUNDS

To clarify some of the more commonly-occurring questions regarding how Library Services and Technology Act (LSTA) funds can or cannot be used, please see the list of explanations below. These explanations have been extracted from the Code of Federal Regulations and list important highlights of allowable and unallowable costs. Administrators and project coordinators of LSTA grant projects are cautioned that they must abide by all regulations in conducting their projects and in allotting charges against grant funds. In cases of ambiguity, uncertainty, or questions in identifying allowable cost items under Federal procedures, contact the LSTA Grant Email at LSTAGrants@library.ca.gov . A complete list with descriptions can be found on the Electronic Code of Federal Regulations webpage.

1. **ADVERTISING AND PUBLIC RELATIONS** Advertising costs are allowable only when incurred for the recruitment of personnel, the procurement of goods and services, the disposal of scrap or surplus materials, and other specific purposes necessary to meet the requirements of the Federal award. Public relations costs are allowable when incurred to communicate with the public and press pertaining to specific activities or accomplishments that result from performance of the Federal award. Costs of advertising and public relations at conventions, meetings or other events, including displays, demonstrations, exhibits, meeting rooms, hospitality suites, and special facilities used in conjunction with shows and special events; and salaries of employees engaged in setting up and displaying exhibits, making demonstrations, and providing briefings are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: Advertising and Public Relations

2. **ADVISORY COUNCILS** Costs incurred by advisory councils or committees are unallowable unless authorized by statute, the Federal awarding agency or as an indirect cost where allocable to Federal awards. See § 200.444 General costs of government, applicable to states, local governments and Indian tribes. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: Advisory Councils

3. **ALCOHOLIC BEVERAGES** Costs of alcoholic beverages are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit

Docusign Envelope ID: 8B9B89E6-1A41-4480-94F5-D38ED18FE635

Requirements for Federal Awards. See Electronic Code of Federal Regulations: Alcoholic Beverages

4. **BUILDING, CONSTRUCTION, RENOVATION COSTS** Building, construction, or renovation costs are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: Equipment and Other Capital Expenditures, Rearrangement and Reconversion Costs, and Maintenance and Repair Costs

5. **CONFERENCES** Costs of meetings and conferences, including meals, transportation, rental of meeting facilities, and other incidental costs, where the primary purpose is the dissemination of technical information, are allowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: Conferences

6. **CONTRIBUTIONS, DONATIONS, HONORARIUMS, STIPENDS** Contributions and donations, including cash, property, and services, that use grant funds and are made by grant recipients to others, regardless of the recipient, are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: Contributions and Donations

   (NOTE: Honorariums and stipends are also unallowable. Wages, salaries, reimbursements, payment for work done, and fees charged by speakers are allowable)

7. **ENTERTAINMENT** Costs of entertainment, including amusement, diversion, and social activities, and any costs directly associated with those, such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: Entertainment

8. **FUND-RAISING** Costs of organized fund-raising, including financial campaigns, solicitation of gifts and bequests, and similar expenses incurred to raise capital or to obtain contributions, are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: Fundraising

9. **GENERAL GOVERNMENT EXPENSES** The general costs of government, including services normally provided to the general public, such as fire and police, are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: General Government Expenses

In Process

Docusign Envelope ID: 8B9B89E6-1A41-4480-94F5-D38ED18FE635

10. **INCOME FROM PROJECT** Project income, e.g., fees charged for the use of library space in the context of a grant project, or to recover out of pocket project-related costs, or to create products such as manuals, or for other expenditures directly related to and used for the purposes of the grant and accrued under the conditions of the grant award, are allowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: Program Income

11. **LOBBYING** The cost of certain influencing activities associated with obtaining grants, contracts, cooperative agreements or loans, is unallowable. Costs of membership in organizations substantially engaged in lobbying are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: Lobbying

12. **MEMBERSHIPS, SUBSCRIPTIONS, AND PROFESSIONAL ACTIVITIES** Costs of the grant recipient's memberships in business, technical, and professional organizations are allowable. (NOTE: The State Library's policy is that use of LSTA funds for personal memberships in organizations is not permitted.) Subscriptions to business, professional, and technical periodicals are allowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: Memberships, Subscriptions, and Professional Activities

13. **PREMIUMS, PRIZES, INCENTIVES, AND SOUVENIRS** Costs of promotional items and memorabilia, including models, gifts, and souvenirs, are unallowable. See ADVERTISING AND PUBLIC RELATIONS (e)(3).

14. **REFRESHMENTS** See ENTERTAINMENT (unallowable), and MEMBERSHIPS, SUBSCRIPTIONS, AND PROFESSIONAL ACTIVITIES (allowable).

15. **TRAINING** The cost of training provided for employee development is allowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: Training

16. **TRAVEL EXPENSE** Travel costs are allowable for expenses for transportation, lodging, subsistence, and related items incurred by employees traveling on official business. Charges should be consistent with those normally allowed in like circumstances of the grant recipient organization in its regular operations and policy, in non-federally sponsored activities. An exception to this is that car mileage reimbursement for all awarded LSTA grants cannot exceed the current state rate. The current mileage state rate can be located on the CalHR Travel Reimbursements webpage. Reimbursement is the preferred method of payment for travel expenses. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: Travel

Docusign Envelope ID: 8B9B89E6-1A41-4480-94F5-D38ED18FE635

(NOTE: The State Library's policy on out-of-state travel and conferences is that they are generally not allowed. There are exceptions, however, based on the importance of the travel and/or conference to the grant. If your grant will include out-of-state travel or attendance at an out-of-state conference, consult with your grant monitor beforehand to obtain State Library approval before scheduling the trip or registering for the conference.)

In Process

Docusign Envelope ID: 8B9B89E6-1A41-4480-94F5-D38ED18FE635

CALIFORNIA STATE LIBRARY

EXHIBIT C: LSTA AWARD REQUIREMENTS

A. CIPA Compliance

The Institute of Museum and Library Services establishes guidelines to ensure that the California State Library's implementation of the Children's Internet Protection Act (CIPA) complies with the 2003 decision of the US Supreme Court. The California State Library is required by 20 U.S.C. Section 9134(b)(7) to provide assurance that we will comply with 20 U.S.C. Section 9134(f), which sets out standards relating to Internet Safety for public libraries and public elementary school and secondary school libraries.

Under CIPA, California State Library must assure the Federal Government that no funds will be made available for public libraries and public elementary and secondary school libraries to purchase computers to access the Internet or pay for the direct costs of accessing the Internet unless the libraries have certified that they have Internet safety policies and technology protection measures, e.g., software filtering technology, in place. California State Library must collect certifications from libraries subject to CIPA that apply to the States for Library Services and Technology Act (LSTA) funding. Public libraries and public elementary and secondary school libraries must be in compliance with CIPA to obtain IMLS State Program funding which will be used to purchase computers used to access the Internet or to pay for direct costs associated with accessing the Internet.

The director or the authorized representative of the Subrecipient organization receiving LSTA funding must certify that the library is one of the following:

An individual applicant that is CIPA compliant.
The applicant library, as a public library, a public elementary school library or a public secondary school library, has complied with the requirements of Section 9134(f)(1) of the Library Services and Technology Act.

Representing a group of applicants. Those applicants that are subject to CIPA requirements have certified they are CIPA compliant.
All public libraries, public elementary school libraries, and public secondary school libraries, participating in the application have complied with the requirements of

Docusign Envelope ID: 8B9B89E6-1A41-4480-94F5-D38ED18FE635

Section 9134(f)(1) of the Library Services and Technology Act. The library submitting this application has collected Internet Safety Certifications from all other applicants who are subject to CIPA requirements. The library will keep these certifications on file with other application materials, and if awarded funds, with other project records.

Not Subject to CIPA Requirements.
CIPA requirements do not apply because no LSTA funds made available under this grant program will be used to purchase computers that can access the Internet or to pay for direct costs associated with accessing the Internet.

For more information on CIPA, please visit the Children's Internet Protection Act (CIPA) webpage on the Federal Communications Commission's (FCC) website.

B. Contracting Guidance

OMB's Code of Federal Regulations outlines important regulations surrounding contracts that, as a recipient of LSTA funds, the State Library and its subrecipients must follow.

In Process

C. Language Access Services

To remain compliant with Title VI of the Civil Rights Act of 1964, all LSTA funding recipients must take reasonable steps to make LSTA-funded awards accessible to people with limited English proficiency.

These procedures apply to all of California State Library's federally funded programs and activities and extends to all programs and activities conducted by the State Library's federally funded sub-recipients.

Docusign Envelope ID: 8B9B89E6-1A41-4480-94F5-D38ED18FE635

EXHIBIT D: CERTIFICATION OF COMPLIANCE FORM

1. **AUTHORIZED REPESENTATIVE**: I certify that the authorized representative named below is the legally designated representative of the Subrecipient for this Award Agreement and project, and is authorized to receive and expend funds in order to administer this award program.

I certify that all information provided to the California State Library for review in association with this award is correct and complete to the best of my knowledge, and as the authorized representative of the Subrecipient, I commit to the conditions of this award, and I have the legal authority to do so.

I certify that any or all other subrecipients participating in the program have agreed to the terms of the application/grant award, and have entered into an agreement(s) concerning the final disposition of equipment, facilities, and materials purchased for this program from the funds awarded for the activities and services described in the attached, as approved and/or as amended in the application by the California State Librarian.

The authorized representative, on behalf of the Subrecipient, certifies that the Subrecipient will comply with all applicable requirements of all State and Federal laws, regulations, and policies governing this program, to include the requirements listed below in this Certification of Compliance Form.

a. The organization receiving this LSTA award, as listed in the certification section below, and all program staff, agree to comply with the Uniform Guidance for Grants outlined in the Code of Federal Regulations established by the United State Office of Management and Budget

b. The organization receiving this LSTA award, as listed in the certification section below, and all program staff, agree to comply with the rules, regulations and guidance provided by the following:

IMLS LSTA Administration Guidance

California Code of Regulations established by the California Office of Administrative Law

Docusign Envelope ID: 8B9B89E6-1A41-4480-94F5-D38ED18FE635

The organization receiving this LSTA award, as listed in the certification section below, and all project staff agree, to comply with all state and federal laws, regulations, and policies governing this program, to include the requirements contained in LSTA Award Requirements section of this document.

The authorized representative, on behalf of the Subrecipient, hereby certifies to the California State Library, for an award of funds in the amount $20,038. This award will provide library services as set forth in the LSTA Service Project Application as approved and/or as amended by the California State Librarian.

2. **STATEMENT OF COMPLIANCE:** Subrecipient has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102).

In Process

3. **DRUG-FREE WORKPLACE REQUIREMENTS:** Subrecipient 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:

    b. 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.
    c. Establish a Drug-Free Awareness Program to inform employees about:
        i. the dangers of drug abuse in the workplace;
        ii. the person's or organization's policy of maintaining a drug-free workplace;
        iii. any available counseling, rehabilitation and employee assistance programs; and,
        iv. penalties that may be imposed upon employees for drug abuse violations.
    d. Every employee who works on the proposed Agreement will:
        i. receive a copy of the company's drug-free workplace policy statement; and,
        ii. 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 Subrecipient may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Subrecipient has made

Docusign Envelope ID: 8B9B89E6-1A41-4480-94F5-D38ED18FE635

false certification or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 *et. seq*.)

4. **CONFLICT OF INTEREST:** Subrecipient needs to be aware of the following provisions regarding current or former state employees. If Subrecipient has any questions on the status of any person rendering services or involved with the Agreement, the California State Library must be contacted immediately for clarification

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

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

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

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

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

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

   If Subrecipient violates any provisions of above paragraphs, such action by Subrecipient 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)).

5. **LABOR CODE/WORKERS' COMPENSATION:** Subrecipient 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,

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

6. **AMERICANS WITH DISABILITIES ACT:** Subrecipient 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*.)

7. **RESOLUTION:** For awards totaling $350,000 or more, a county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

8. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all Subrecipients.

In Process

9. **NONDISCRIMINATION**:

   The authorized representative certifies that the Subrecipient or its Fiscal Agent will comply with the following:

   a. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000 *et seq.*), which prohibits discrimination on the basis of race, color, or national origin;
   b. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 701 *et seq.*), which prohibits discrimination on the basis of disability (note: IMLS applies the regulations in 45 C.F.R part 1170 in determining compliance with § 504 as it applies to recipients of Federal assistance);
   c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681–83, 1685-86), which prohibits discrimination on the basis of sex in education programs;
   d. The Age Discrimination in Employment Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*),
      which prohibits discrimination on the basis of age; and
   e. The requirements of any other nondiscrimination statute(s) which may apply.

10. **DEBARMENT AND SUSPENSION:**

    The authorized representative certifies to the best of their knowledge and belief that neither the Subrecipient nor its Fiscal Agent:

    a. Are presently excluded or disqualified;

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b. Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. part 180.800(a) or had a civil judgment rendered against it or them for one of those offenses within that time period; fraud, antitrust, embezzlement, forgery, bribery, tax evasion, making false statements, receiving stolen property, or similar offenses so serious as to affect the integrity of the subrecipient or its fiscal agent.
c. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 C.F.R. part 180.800(a) and enumerated above.
d. Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

11. **TRAFFICKING IN PERSONS:**
The authorized representative certifies to the best of their knowledge and belief that neither the Subrecipient nor its Fiscal Agent:

- engages in trafficking in persons, procures a commercial sex act, or uses forced labor
- procures a commercial sex act during the period of time that the award is in effect
- uses forced labor in the performance of the grant

12. **FEDERAL DEBT STATUS:** Representative certifies to the best of their knowledge and belief that the Subrecipient is not delinquent in the repayment of any Federal debt.

13. **CERTIFICATION REGARDING LOBBYING ACTIVITIES (APPLIES TO APPLICANTS REQUESTING FUNDS IN EXCESS OF $100,000) (31 U.S.C. § 1352):**

a. No Library Services and Technology Act funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, or the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
b. No Library Services and Technology Act funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any State agency, Member of the Legislature, an officer or employee of the Legislature, or

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an employee of a Member of the Legislature in connection with legislative action through oral or written communication with State legislative officials, or solicitation of others to influence or attempt to influence legislative action.

c. No Library Services and Technology Act or other federal funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any county, district, or city agency, in connection with legislative action through oral or written communication with officials, or solicitation of others to influence or attempt to influence legislative action. LSTA funds will not be used for costs to:

- draft legislation or resolutions
- travel to meetings of governmental bodies urge passage of legislation or resolutions
- survey voters regarding passage and drafting of legislation or resolutions
- pay governmental fees (use fees, ballot filing fees, permits, etc.)

In Process

14. **DRUG-FREE WORKPLACE:**
    a. Continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the recipient must comply with drug-free workplace requirements in subpart B of 2 C.F.R. part 3186, which adopts the Government-wide implementation (2 C.F.R. part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (P. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).
    b. This includes, but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for the employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace.

15. **LSTA AWARD REQUIREMENTS:** I have read, understand and agree to comply with the LSTA Award Requirements as outlined in this award packet.

16. **CIPA CERTIFICATION**: The organization receiving this LSTA award, as listed in the certification section below is **(please select one):**

☐ An individual applicant that is CIPA compliant

☐ Representing a group of applicants. Those applicants that are subject to CIPA requirements have certified that they are CIPA compliant

☐ Not subject to CIPA requirements

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17. **LANGUAGE ACCESS SERVICES:** The organization receiving this LSTA award, as listed in the certification section below, and all program staff, agree to comply with the language access services requirement as prescribed by Title VI of the Civil Rights Act of 1964.

18. **ACCESSIBILITY:** The organization receiving this LSTA award, as listed in the certification section below, and all program staff, will ensure all LSTA-funded project materials will meet California accessibility standards.

    The State is responsible for ensuring that public websites are accessible to both the general public and state employees, including persons with disabilities. Subrecipient shall assist the State in meeting its responsibility. Therefore, all project materials generated by state funded programs must meet the California Accessibility Standards. Additionally, all project materials designed, developed, and maintained shall be in compliance with the California Government Code, sections 7405 and 11135, and the Web Content Accessibility Guidelines 2.0, or a subsequent version, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

    However, if for some reason project material is not generated to be in compliance to meet these standards, please still submit it to the State Library. When submitting the material make sure to note that the material is not accessible by including "NOT ACCESSIBLE" in the file name.

    The California State Library reserves the right to post project materials to its website that are in compliance with these standards.

    Common, applicable award materials include, but are not limited to:
    - Project toolkits
    - Digital resources
    - Publications
    - Survey templates
    - Project marketing materials

19. **ACKNOWLEDGEMENT:** The organization receiving this LSTA award, as listed in the certification section below, and all program staff, agree to comply with IMLS and California State Library acknowledgement requirements.

20. **ADDITIONAL CERTIFICATIONS**: The authorized representative also certifies that the Subrecipient or its Fiscal Agent will comply with the following:

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- all requirements by the Federal-sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
- insuring the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- the flood insurance purchase requirements of Section 102(a) requires, on or after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- assisting the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

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CALIFORNIA STATE LIBRARY

Certification

ORGANIZATION	
Name:	**Address** *(official and complete)*:
PROJECT COORDINATOR	
Name:	
Email:	**Phone**:
SUBRECIPIENT AUTHORIZED REPRESENTATIVE	
Name: Matthew Johnson	**Title**: County Librarian
Email:	**Phone**:
Signature:	**Date**:

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CALIFORNIA STATE LIBRARY

Authorized Representative Signature

In Witness Whereof, This Grant Agreement has been executed by the parties hereto.

ORGANIZATION	
Name:	**Address:**
Authorized Representative	
Signature:	**Date**:
Printed Name of Person Signing: Matthew Johnson	**Title:** County Librarian
STATE OF CALIFORNIA	
Agency Name: California State Library	**Address**: 900 N St. Sacramento, CA 95814
Signature: Signed by: Greg Lucas BDA50981C41C416...	**Date**: 10/23/2024
Printed Name of Person Signing: Greg Lucas	**Title:** State Librarian

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CALIFORNIA STATE LIBRARY

LSTA PROGRAM
FINANCIAL CLAIM
PAYMENT

Grant Award #: LS-I-24-04 **Date:**

Invoice #: LS-I-24-04-01 **PO #:**

Payee Name: Mariposa County Library
(Legal name of authorized agency to receive, disburse and account for funds*)

Complete Address:
Street Address, City, State, Zip Code (Warrant will be mailed to this address)

Amount Claimed: $10,019.00
(Payable Upon Execution of Agreement)

Grantee Name: Mariposa County Library
(Name on Award Letter and Agreement)

Project Title: Technology assistance for Mariposa County

Type of Payment:
- ☒ PROGRESS
- ☐ FINAL
- ☐ IN FULL
- ☐ AUGMENT

In Process

For Period From: upon execution to end of grant period

CERTIFICATION

I hereby certify under penalty of perjury: that I am the duly authorized representative of the claimant herein; that this claim is in all respects true, correct and in accordance with law and the terms of the agreement; and that payment has not previously been received for the amount claimed herein.

By

_____
(Signature of the Authorized Representative)

Matthew Johnson
(Print Name)

County Librarian
(Title)

*Legal payee name must match the payee's federal tax return. Warrant will be made payable to payee name. Payee discrepancies in name and/or address may cause delay in payment. If you need to change payee name and/or address, please contact Fiscal Services at federalgrants.fiscal@library.ca.gov.

State of California, State Library Fiscal Office

ENY: 2024
PURCHASING AUTHORITY NUMBER: CSL-6120
COA: 5432000
FAIN: LS or N/A

ITEM NO: 6120-211-0890, Chapter 22, Statutes of 2024
REPORTING STRUCTURE: 61202000
PROGRAM #: 5312

By Date

_____ _____
(State Library Representative)

Print Form Reset Form

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PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

Section 1 – Payee Information

NAME (This is required. Do not leave this line blank. Must match the payee's federal tax return)

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)

MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2)

CITY, STATE, ZIP CODE	E-MAIL ADDRESS

Section 2 – Entity Type

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

- ☐ **SOLE PROPRIETOR / INDIVIDUAL**
- ☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*
- ☐ **PARTNERSHIP**
- ☐ **ESTATE OR TRUST**

CORPORATION (see instructions on page 2)

- ☐ **MEDICAL** *(e.g., dentistry, chiropractic, etc.)*
- ☐ **LEGAL** *(e.g., attorney services)*
- ☐ **EXEMPT** *(e.g., nonprofit)*
- ☐ **ALL OTHERS**

Section 3 – Tax Identification Number

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity), in which the sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity), in which the sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

___ ___ ___ -___ ___ - ___ ___ ___ ___

OR

Federal Employer Identification Number (FEIN)

___ ___ - ___ ___ ___ ___ ___ ___ ___

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Section 4 – Payee Residency Status (See instructions)

☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.

☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.

☐ No services performed in California

☐ Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE	TITLE	E-MAIL ADDRESS

SIGNATURE	DATE	TELEPHONE *(include area code)*

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE	UNIT/SECTION
Ca. State Library	Admin/Accounting

MAILING ADDRESS	FAX	TELEPHONE *(include area code)*
900 N Street		916-603-7157

CITY	STATE	ZIP CODE	E-MAIL ADDRESS
Sacramento	CA	95814	accounting@library.ca.gov

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PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form1099).
NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.
Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)…	THEN Select the Box for…
Individual ● Sole Proprietorship ● Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships ● Limited Liability Partnerships (LLP) ● and, LLC treated as a Partnership	Partnerships
Estate ● Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc. ● LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) ● LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above ● LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
  - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov
For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to $20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	0606	45322	Library Grants - State		(20,038)	
1001	0606	60153	Special Departmental Supplies		11,664	
1001	0606	60301	General Professional Services		8,374	
				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 FY 24-25

DEPARTMENT HEAD SIGNATURE Matt DATE 10/23/24

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 07/2023

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: November 5, 2024

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Accept Resignation and Recognize the Service of Shelley Cummings on the Code Compliance Advisory Committee; and Appoint Floyd Davis to the Code Compliance Advisory Committee to Fill an Existing Vacant Position with a Partial Term Expiring February 28, 2025

RECOMMENDATION AND JUSTIFICATION

Accept Resignation and Recognize the Service of Shelley Cummings on the Code Compliance Advisory Committee; and Appoint Floyd Davis to the Code Compliance Advisory Committee to Fill an Existing Vacant Position with a Partial Term Expiring February 28, 2025.

Cummings can no longer serve on this committee.

Davis has expressed interest in serving on this committee and has met the qualifications.

With this action, there will be one vacancy with an existing term for Shelley Cumming's vacant seat that expires February 28, 2025, one vacancy with an existing term that expires February 28, 2026, and one vacancy with an unexpired term. Appointments, term expiration and vacancies have been advertised according to the Maddy Act.

BACKGROUND AND HISTORY OF BOARD ACTIONS

It is customary for the Board of Supervisors to Appoint or Re-appoint the committee members.

Cummings was appointed on February 13, 2024.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve appoint or re-appointed and this would result in vacancies which could cause a lack of quorums for the committee until the vacancies are advertised and filled.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **241007 Cummings Redact Resignation Email**
2. **240918 Redact Floyd Davis Application**

3. 241008 CCAC Vacancy Notice 4

VOTE RESULT

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

From:	Shelley Davidson Cummings
To:	Danielle Bondshu; Steve Engfer; Rob Fox
Cc:	Sophea Craighead
Subject:	CCAC Committee Resignation
Date:	Monday, October 7, 2024 3:14:55 PM

Hello All -

Please accept this email as my resignation as CCAC member. I have been offered a business development opportunity that will mean my attendance at a weekly meeting in Oakdale every Friday. I appreciate the opportunity to have been part of CCAC if only for a short time. Should you need anything further from me, kindly let me know.

Regards,

Shelley Cummings

--

Shelley Cummings

Courtesy is a business asset - a Gain and never a Loss

RECEIVED

SEP 18 2024

Mariposa County Planning Department

County of Mariposa

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

(209) 966-3222

Application for Appointment to Mariposa County

BOARDS, COMMISSIONS AND COMMITTEES

http://www.mariposacounty.org/index.aspx?NID=119

Name of Board, Commission or Committee for which you are applying:
Code Compliance Advisory Committeee

Supervisorial District in which you Reside: District 3

Length of Residency in the County: 45 Years

INSTRUCTIONS

Completely fill out this form, sign and return to:

Clerk of the Board
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

First Name:
Floyd

Last Name:
Davis

Mailing Address:

Email Address:

Are you Over 18 Years of Age:
Yes

Employment Status: Retired

Employer's Name:

Employer's Address:

Day Telephone Number:

Cell Phone Number:

Please explain why you wish to serve on this Board/Commission/Committee:
I believe I can provide valuable input because of my broad background in public service agencies, City, County and State

Please list prior/current appointments to other Boards/Commissions/Committees:
None

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

List any information regarding experience, training and/or education that you feel qualifies you for this position:

I have worked in the public sector, both as an employee and a consultant for two fortune 500 private Engineering Firms, BSI and Wildan. I was an employee for Cal-trans as Transportation Engineer, I was an employee for Madera County as their Director of the Resource Management Agency, which consisted of Planning, Engineering, Environmental Health, and Roads. I was a consultant for a City as their Planning Director and City Engineer, I was an Land Development Engineer for a City in the East Bay Area as a consultant. I was an irrigation District Consulting Engineer and a City Engineer for two Cities in the Central Valley.

I hold a certificate in Land Use and Environmental Planing from UC Davis. From that certification I became an American Institute of Planner (AIPC) from the American Planing Association (APA). I hold a Master in Science (MS) in Civil Engineering from Columbia Pacific University and a Masters in Business Administration (MBA) from Fresno State University.

I am a Registered Civil Engineer with the State of California since 1982. (42 years)

Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission?

If Yes, please explain:

No.

Resumé Attached:	**Time(s) you have available to attend meetings (days, evenings, etc.):**	**Do you have transportation?**
	Any Time, I am now Retired from Private Pactice	YES

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

I certify that the above information is true and correct, and I authorize the verification of the information in this application in the event I am a finalist for the appointment.

Dated: 9/18/24 Signature:

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Mariposa County

STEVE ENGFER
Planning Director

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

SPECIAL NOTICE OF FOUR (4) VACANCIES ON THE CODE COMPLIANCE ADVISORY COMMITTEE (CCAC)

There are four (4) vacancies that currently exist on the Code Compliance Advisory Committee (CCAC). Two vacancies will fill remaining terms that will expire February 28, 2025 and one vacancy will fill a remaining term that will expire on February 28, 2026 and one vacancy is to fill a term expiring the last day of February 2026.

MEMBERSHIP REQUIREMENTS or CONSIDERATIONS include the following:

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

The PURPOSE AND TASKS of the CCAC include the following:

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

The RESPONSIBILITIES of the CCAC include the following:

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

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

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

DEADLINE FOR APPLICATIONS: Open Until Filled

Applications may be obtained at the following locations:

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

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

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

Posted: Mailed for posting on 10/08/24 ~ Leave posted until notified.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-474

MEETING: November 5, 2024

TO: The Board of Supervisors

FROM: Ryan Oliphant, Chief Probation Officer

RE: Authorize the Chief Probation Officer to Sign Any and All Documents from Mercedes-Benz USA (MBUSA) for the Re-Purchase of a 2023 Mercedes Sprinter Van Purchased on December 18, 2023 (Subject to Approval as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Authorize the Chief Probation Officer to Sign Any and All Documents from Mercedes-Benz USA (MBUSA) for the Re-Purchase of a 2023 Mercedes Sprinter Van Purchased on December 18, 2023 (Subject to Approval as to Legal Form by County Counsel).

The Probation Department purchased a 2023 Mercedes Sprinter Van on December 18, 2023, utilizing funding from a juvenile realignment grant. The van was picked up from Mercedes-Benz of Fresno on January 25, 2024. While en route to Mariposa Probation, it experienced engine problems and had to be towed back to the dealership. After several months and multiple attempts to fix the van, Mercedes declared it "unrepairable." In August 2024, Mercedes-Benz USA (MBUSA) agreed to re-purchase the vehicle as part of a Lemon Law claim. MBUSA requires a letter from the County of Mariposa advising who can sign the re-purchase documents to complete the reimbursement process.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board approved the grant in which the funds were used to make the original purchase.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not authorize the Chief Probation Officer to sign the re-purchase documents, reimbursement of the van would be delayed even further and would not allow the department to purchase a replacement vehicle.

FINANCIAL IMPACT

None

ATTACHMENTS

1. 2023 Sprinter Van Sedgwick Email 9-20-24

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District I Supervisor Rosemarie Smallcombe

SECONDER: District III Supervisor Danette Toso

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

Ryan Oliphant

From: Ryan Oliphant
Sent: Friday, September 20, 2024 7:54 PM
To: Monique Beaudoin; Carla Shelton
Subject: Fwd: MBUSA Repurchase Updated Offer - CA - W1Z4NFHY8PP601892 - County of Mariposa

Get Outlook for iOS

From: Orozco, Jennifer <Jennifer.Orozco@sedgwick.com>
Sent: Friday, September 20, 2024 1:55:02 PM
To: Ryan Oliphant <roliphant@mariposacounty.org>; Cormier, Melissa <Melissa.Cormier@sedgwick.com>
Cc: kevin.hall@mbusa.com <kevin.hall@mbusa.com>; shanetta.mcphatter@mbusa.com <shanetta.mcphatter@mbusa.com>; jonathan.fleischman@mbusa.com <jonathan.fleischman@mbusa.com>; Carla Shelton <cshelton@mariposacounty.org>
Subject: RE: MBUSA Repurchase Updated Offer - CA - W1Z4NFHY8PP601892 - County of Mariposa

Hello Ryan,

We have received confirmation of the funds from MBUSA and assigned the Transfer Agent, Maria Loew, to your case. We are currently preparing the documents to send out to Maria. Please provide a letter from County of Mariposa advising who can sign the documents.

Once I receive the requested letter we will send the documents out and Maria will have 3 business days from receiving the documents to being reaching out to you to coordinate a date and time to meet at the dealership.

Thank you,
Jennifer Orozco | Customer Resolution Specialist
Automotive Services
2200 TX-121 Suite 250 | Bedford, TX | 76021
P: 214-583-2144
F: 972-652-3590

From: Ryan Oliphant <roliphant@mariposacounty.org>
Sent: Friday, September 6, 2024 2:35 PM
To: Cormier, Melissa <Melissa.Cormier@sedgwick.com>; Orozco, Jennifer <Jennifer.Orozco@sedgwick.com>
Cc: kevin.hall@mbusa.com; shanetta.mcphatter@mbusa.com; jonathan.fleischman@mbusa.com; Carla Shelton <cshelton@mariposacounty.org>
Subject: RE: MBUSA Repurchase Updated Offer - CA - W1Z4NFHY8PP601892 - County of Mariposa

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe...

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-475

MEETING: November 5, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Adopt the Initial Study/Mitigated Negative Declaration (IS/MND) for the School House Road Over Owens Creek Bridge (Bridge No. 40C0053) Replacement Project; Approve the Mitigation Monitoring Report Program; and Authorize the Public Works Director to File a Notice of Determination Pursuant to Public Resources Code Section 21152 and CEQA Guidelines Section 15075

RECOMMENDATION AND JUSTIFICATION

Adopt the Initial Study/Mitigated Negative Declaration (IS/MND) for the School House Road over Owens Creek Bridge (Bridge No. 40C0053) Replacement Project; Approve the Mitigation Monitoring Report Program; and Authorize the Public Works Director to File a Notice of Determination Pursuant to Public Resources Code Section 21152 and CEQA Guidelines Section 15075.

The project proposes to replace the existing School House Bridge over Owens Creek Bridge (#40C0053), a 27-foot-long, 20-foot-wide, single-span, reinforced concrete (RC) slab bridge with a new single-span, cast-in-place (CIP), post-tensioned concrete slab bridge that is approximately 40 feet long and 29 feet, 6 inches wide. The bridge replacement will ensure current safety and design standards for bridges and roadways are maintained.

Pursuant to CEQA, a Notice of Intent to adopt an IS/MND was initially published in the Gazette on July 15, 2024, and circulated to the State Clearinghouse. In addition, hard copies of the draft IS/MND were available for public review at the Public Works Department public counter. A 30-day public circulation of the environmental document for the project occurred from July 15th to August 16, 2024. Two comments were received and addressed in the Response to Comments section.

Staff recommends that the Board adopt the IS/MND pursuant to CEQA Guidelines Section 15074(B), by finding that on the basis of the whole record, including the IS/MND and any comments received, there is no substantial evidence the project will have a significant effect that cannot be mitigated and that the IS/MND reflects the Board's independent judgment and analysis. A detailed list of mitigated measures can be found in the MMRP, Chapter 5 of the IS/MND.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On June 15, 2021, the Board approved the latest Program Supplement Agreement with the State of California Department of Transportation for the School House Road over Owens Creek Bridge

Replacement Project (#40C0053) Replacement Project.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not adopt the CEQA determination and the project will stall, and the County may be forced to repay all project costs expended to date.

FINANCIAL IMPACT

The cost to file the Notice of Determination with CDFW is expected to be $2,916.75 with a $50 County Clerk Processing Fee. These costs are reimbursable through the Highway Bridge Program.

ATTACHMENTS

1. **School House Road Bridge Draft IS-MND**
2. **School House Road Bridge Final IS-MND - RTC - MMRP**

VOTE RESULT

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

School House Road over Owens Creek Bridge Replacement Project (Bridge Number 40C0053)

Mariposa County, California

Initial Study/Mitigated Negative Declaration

Mariposa County Public Works Department
4639 Ben Hur Road
Mariposa, CA 95338
Contact: Matiel Holloway, P.E., Senior Civil Engineer
Phone: (209) 966-5356
Email: mholloway@mariposacounty.org

July 2024

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Proposed Mitigated Negative Declaration
Mariposa County, California
School House Road over Owens Creek Bridge Replacement Project
(Bridge Number 40C0053)

INTRODUCTION

This document has been prepared to evaluate the School House Road over Owens Creek Bridge Replacement Project (also referred to as "proposed Project" or "Project") for compliance under the California Environmental Quality Act (CEQA). The County of Mariposa (County) is the lead agency responsible for complying with the provisions of CEQA.

PROJECT DESCRIPTION

The County is proposing to replace the existing School House Road Bridge over Owens Creek (Bridge Number 40C0053) (Project), located in the southwestern portion of Mariposa County, roughly 1.2 miles southwest of the community of Catheys Valley and 8 miles southwest of the Town of Mariposa. The Project would replace the existing 27-foot-long, 20-foot-wide, single-span, reinforced concrete (RC) slab bridge with a new single-span, cast-in-place (CIP), post-tensioned concrete slab bridge that is approximately 40 feet long and 29 feet, 6 inches wide. The road approaches to the bridge would be widened to accommodate two 10-foot travel lanes and two 3-foot paved shoulders. These roadway transitions are anticipated to occur approximately 250 feet west and 350 feet east of the ends of the bridge.

FINDINGS

As lead agency for compliance with CEQA requirements, the County finds that the proposed Project would be implemented without causing a significant adverse impact on the environment, based on the analysis presented in this Initial Study/Mitigated Negative Declaration (IS/MND). Mitigation measures for potential impacts associated with biological resources, cultural resources, geology & soils, hazardous materials, noise, and transportation, would be implemented as part of the proposed Project through adoption of a mitigation monitoring and reporting program.

DETERMINATION

On the basis of this evaluation, the County concludes:

- The proposed Project does not have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal

community, substantially reduce the number or restrict the range of a rare or endangered species, or eliminate important examples of the major periods of California history or prehistory.

- The proposed Project would not achieve short-term environmental goals to the disadvantage of long-term environmental goals.
- The proposed Project would not have impacts that are individually limited, but cumulatively considerable.
- The proposed Project would not have environmental effects that would cause substantial adverse effects on human beings, either directly or indirectly.
- No substantial evidence exists to demonstrate that the proposed Project would have a substantive negative effect on the environment.

This document has been prepared to provide an opportunity for interested agencies and the public to provide comment. Pending public review and approval by the County Planning Commission, this MND will be filed pursuant to CEQA Guidelines §15075. Written comments should be submitted to the Mariposa County Public Works Department at 4639 Ben Hur Road, Mariposa, CA 95338, attention: Matiel Holloway, by 5:00 p.m. on August 16, 2024**.**

Matiel Holloway

Signature
Matiel Holloway, P.E.
Senior Civil Engineer

07/15/2024

Date

TABLE OF CONTENTS

1.0 Introduction 1

1.1 Project Overview 1
1.2 Purpose of this Document 1
1.3 Public Review Process 1
1.4 County Approval Process 1
1.5 Organization of the Initial Study and Mitigated Negative Declaration 2
1.6 Environmental Factors Potentially Affected 2

2.0 Project Description 5

2.1 Project Location 5
2.2 Background and Setting 5
2.3 Project Purpose and Need 9
2.4 Project Description 9
2.4.1 Bridge Design 9
2.4.2 Bridge Abutments 10
2.4.3 Vertical Profile 10
2.4.4 Roadway Approaches 10
2.4.5 Culvert Replacement 13
2.4.6 Utilities 13
2.4.7 Right of Way (ROW) 13
2.4.8 Construction Approach and Staging Areas 14
2.4.9 Traffic Diversion 15
2.5 Other Build Alternatives Considered but Eliminated from Further Consideration 15
2.5.1 Bridge Rehabilitation Alternative 15
2.5.2 Temporary Bridge Upstream (East) for Traffic during Construction 16
2.5.3 Precast (PC) Concrete Superstructure 16
2.6 No-Build Alternative (No Project) 16
2.7 Permits and Approvals Needed 16

3.0 Environmental Checklist 19

3.1 Aesthetics 20
3.2 Agriculture and Forestry Resources 22
3.3 Air Quality 25
3.4 Biological Resources 27
3.5 Cultural Resources 44
3.6 Energy 47
3.7 Geology and Soils 49
3.8 Greenhouse Gas Emissions 54
3.9 Hazards and Hazardous Materials 56
3.10 Hydrology and Water Quality 61
3.11 Land Use and Planning 65
3.12 Mineral Resources 67
3.13 Noise 68
3.14 Population and Housing 71
3.15 Public Services 73

3.16 Recreation 75
3.17 Transportation 76
3.18 Tribal Cultural Resources 79
3.19 Utilities and Service Systems 81
3.20 Wildfire 83
3.21 Mandatory Findings of Significance 85
4.0 List of Preparers 87
5.0 References 89

List of Figures

Figure 1. Project Vicinity 6
Figure 2. Project Location 7
Figure 3. Project Area 8
Figure 4. Project Components 11
Figure 5. Bridge Design 12
Figure 6. School House Road Detour Plan 17
Figure 7. Farmland 23
Figure 8. Vegetation Communities within the BSA 29
Figure 9. Soils Mapped within the BSA 51

List of Tables

Table 1. Construction Work Order and Schedule 10
Table 2. Temporary Construction Easement (TCE) Requirements 13
Table 3. Potential ROW or TCE Requirements 14
Table 4. Construction Equipment 14
Table 5. Vegetation Communities within the Biological Study Area 28
Table 6. Soils within the Biological Study Area 50

List of Appendices

Appendix A Mitigation Monitoring and Reporting Program

Appendix B Site Photos

ACRONYMS AND ABBREVIATIONS

AASHTO	American Association of State Highway and Transportation Officials
AC	asphalt concrete
ACM	asbestos containing material
ADL	aerially deposited lead
ADI	Area of Direct Impact
ADT	Average daily traffic
AMBIENT	AMBIENT Air Quality & Noise Consulting
amsl	above mean sea level
APE	Area of Potential Effects
AWE	Area West Environmental, Inc.
BMPs	Best Management Practices
BSA	Biological Study Area
CAAQS	Clean Ambient Air Quality Standards
CalFire	California Department of Forestry and Fire Protection
Caltrans	California Department of Transportation
CCaIC	Central California Information Center
CCR	California Code of Regulations
CDFW	California Department of Fish and Wildlife
CDOC	California Department of Conservation
CEQA	California Environmental Quality Act
CFGC	California Fish and Game Code
CIP	cast-in-place
Corps	U.S. Army Corps of Engineers
County	Mariposa County
CV Plan	Catheys Valley Community Plan
CVRWQCB	Central Valley Regional Water Quality Control Board
CWA	Clean Water Act
dBA	A-weighted decibel
dbh	diameter at breast height
EDR	Environmental Data Resources
ESA	Environmentally Sensitive Area
FE	Federally Endangered
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
FIRM	Flood Insurance Rate Map

FMMP	Farmland Mapping and Monitoring Program
FT	Federally Threatened
GHG	greenhouse gas
HBP	Highway Bridge Program
HUC	Hydrologic Unit Code
ISA	Initial Site Assessment
IS/MND	Initial Study/Mitigated Negative Declaration
LBP	lead-based paint
L_{max}	maximum sound level
MCAPCD	Mariposa County Air Pollution Control District
MCUSD	Mariposa County Unified School District
MH	Mountain Home
MLD	Most Likely Descendant
MMRP	Mitigation Monitoring and Reporting Program
mph	miles per hour
NAHC	Native American Heritage Commission
NES	Natural Environment Study
NOI	Notice of Intent
NPDES	National Pollutant Discharge Elimination System
NRCS	National Resources Conservation Service
OHWM	ordinary high water mark
OPR	Office of Planning and Research
PC	Precast
Project	School House Road Bridge over Owens Creek Project
PT	Proposed Threatened
RC	reinforced concrete
REC	recognized environmental condition
ROW	Right of Way
RSP	rock slope protection
RWQCB	Regional Water Quality Control Board
SE	State Endangered
SJVAPCD	San Joaquin Valley Air Pollution Control District
SMARA	Surface Mining and Reclamation Act
SR	State Route
SSC	Species of Special Concern
SSMN	Southern Sierra Miwuk Nation
ST	State Threatened
SWPPP	Stormwater Pollution Prevention Plan

SWRCB	State Water Resources Control Board
TCE	temporary construction easement
TDS	total dissolved solids
TMP	Traffic Management Plan
Type ESA	Temporary Fencing
U.S.	United States
USFWS	U.S. Fish and Wildlife Service
USGS	U.S. Geological Survey
VMT	vehicle miles travelled
XPI	Extended Phase I

1.0 Introduction

1.1 Project Overview

The County of Mariposa (County) Public Works Department is proposing to replace the existing School House Road Bridge (Br. No. 40C0053) over Owens Creek (Project) with a wider bridge that meets current design standards. The Project would replace the existing 27-foot-long, 20-foot-wide, single-span, reinforced concrete (RC) slab bridge with a new 2-lane, 40-foot-long, single-span, cast-in-place (CIP) concrete, post-tensioned slab bridge. The Project would construct the bridge substructure (foundations and abutment walls) to accommodate an ultimate bridge width of 29 feet-6 inches. The road approaches to the bridge would be widened to accommodate two 10-foot travel lanes and two 3-foot paved shoulders. These roadway transitions are anticipated to occur approximately 250 feet west and 350 feet east of the ends of the bridge. The Project is located in the southwestern portion of Mariposa County, roughly 1.2 miles southwest of the community of Catheys Valley.

1.2 Purpose of this Document

The purpose of this Initial Study/Mitigated Negative Declaration (IS/MND) is to disclose environmental impacts that may result from the proposed Project. This IS/MND assesses the environmental effects of the proposed Project, as required by California Environmental Quality Act (CEQA), and is in compliance with state CEQA Guidelines (14 California Code of Regulations [CCR] Section 15000, et seq.), which requires that all state and local government agencies consider the environmental consequences of projects over which they have discretionary authority before acting on those projects.

1.3 Public Review Process

This IS/MND is being circulated for a 30-day public review period to all individuals who have requested a copy and appropriate resource agencies. This report has been filed with the State Clearinghouse and is available on the County's website (https://www.mariposacounty.org/1129/Current-Projects). A Notice of Intent (NOI) is also being distributed to all property owners of record identified by the Assessor's office as having property within 300 feet of the proposed Project. The NOI identifies where the document is available for public review and invites interested parties to provide written comments for incorporation into the final IS/MND.

1.4 County Approval Process

After comments are received from the public and reviewing agencies, the County Board of Supervisors must adopt the IS/MND and approve the mitigation monitoring and reporting program (MMRP) (Appendix A) before it can approve the proposed Project.

1.5 Organization of the Initial Study and Mitigated Negative Declaration

This IS/MND is organized into the following chapters:

Chapter 1 – Project Overview and Background: provides summary information about the proposed Project, describes the public review process for the IS/MND, and includes the CEQA determination for the proposed Project.

Chapter 2 – Project Description: contains a detailed description of the proposed Project.

Chapter 3 – Environmental Checklist: provides an assessment of proposed Project impacts by resource topic. The Environmental Checklist form, from Appendix G of the State CEQA Guidelines, is used to make one of the following conclusions for impacts from the proposed Project:

- A conclusion of ***no impact*** is used when it is determined that the proposed Project would have no impact on the resource area under evaluation.
- A conclusion of ***less than significant impact*** is used when it is determined that the proposed Project's adverse impacts to a resource area would not exceed established thresholds of significance.
- A conclusion of ***less than significant impact with mitigation*** is used when it is determined that mitigation measures would be required to reduce the proposed Project's adverse impacts below established thresholds of significance.
- A conclusion of ***potentially significant impact*** is used when it is determined that the proposed Project's adverse impacts to a resource area potentially cannot be mitigated to a level that is less than significant.

Mitigation measures, if necessary, are noted following each impact discussion.

Chapter 4 – List of Preparers: identifies the individuals who contributed to the environmental document.

Chapter 5 – References Cited: identifies the information sources used in preparing this document.

Appendices – Contains the MMRP, design drawings, and representative photos.

1.6 Environmental Factors Potentially Affected

Impacts to the environmental factors below are evaluated using the checklist included in Chapter 3. The County determined that the environmental factors checked below would be less than significant with implementation of mitigation measures. It was determined that the unchecked factors would have a less-than-significant impact or no impact.

☐	Aesthetics	☐	Agriculture and Forestry	☐	Air Quality
☒	Biological Resources	☒	Cultural Resources	☐	Energy
☒	Geology/Soils	☐	Greenhouse Gas Emissions	☒	Hazards and Hazardous Materials
☐	Hydrology/Water Quality	☐	Land Use/Planning	☐	Mineral Resources
☐	Noise	☐	Population/Housing	☐	Public Services
☐	Recreation	☐	Transportation/Traffic	☒	Tribal Cultural Resources
☒	Utilities/Service Systems	☐	Wildfire	☒	Mandatory Findings of Significance

DETERMINATION: On the basis of this initial evaluation:

☐ I find that the proposed Project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☒ I find that although the proposed Project COULD have a significant effect on the environment, there will not be a significant effect in this case because revisions in the proposed Project have been made by or agreed to by the proposed Project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed Project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed Project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed Project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed Project, nothing further is required.

Matiel Holloway, P.E.
Senior Civil Engineer

07/15/2024
Date

2.0 Project Description

The proposed Project would replace the School House Road Bridge over Owens Creek in Mariposa County, as described in detail below.

2.1 Project Location

The Project is located in the southwestern portion of Mariposa County, roughly 1.2 miles southwest of the community of Catheys Valley (Figure 1). The Project is located within the *Catheys Valley, California.* U.S. Geological Survey (USGS) 7.5-minute quadrangle map (Figure 2). Elevation of the Project area ranges from approximately 1,150 to 1,170 feet above mean sea level (amsl) (Figure 2).

2.2 Background and Setting

School House Road is a narrow paved rural road that connects rural unincorporated residents to the Community of Catheys Valley and the regional transportation network via State Route (SR) 140. The Project area is located approximately 0.70 miles east of SR 140, with surrounding land uses consisting of scattered low-density residential uses, livestock grazing, and open space uses. Adjoining properties are predominantly undeveloped, wooded lands with scattered rural residences. The topography within the Project area is relatively flat between gently rolling hills. Natural features include Owens Creek, and intermittent creek, and riparian vegetation (Figure 3). Outside of the riparian zone, the vegetation is comprised of blue oak woodland habitats.

The existing School House Road Bridge over Owens Creek, built in 1936 and widened in 1970, is a single-span, RC slab bridge with encased steel I-beams and railroad rails. The bridge is approximately 27 feet long and 22 feet wide on RC abutments with RC wingwalls. The bridge support foundation is assumed to be spread footings. The existing roadway approaches are two-lane paved roadways approximately 20 feet in width. The California Department of Transportation (Caltrans) Bridge Inspection Report (2022) lists the average daily traffic (ADT) to be 380 (2004), with a future ADT to be 843 (2040) vehicles per day. No speed limit signs were observed in the vicinity of the bridge, however, a 35-miles per hour (mph) posted speed is anticipated for this section of School House Road. The minimum clear roadway width for bridges according to the American Association of State Highway and Transportation Officials (AASHTO) for an ADT greater than 400 is 28 feet. Based on this ADT, the functional classification, and terrain, 35 mph is considered an appropriate design speed for this roadway per AASHTO's *A Policy on Geometric Design of Highways and Streets* (2018).

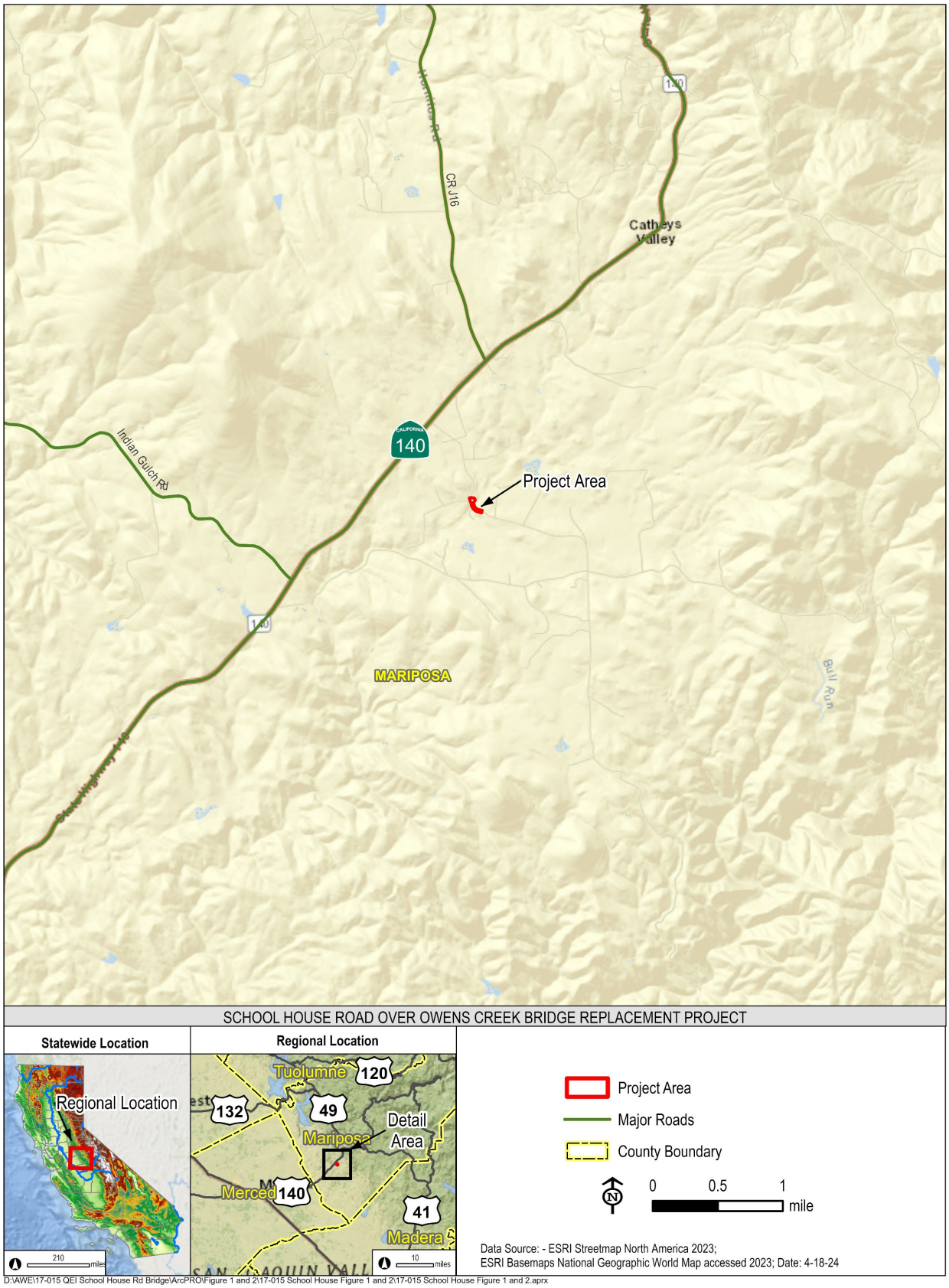
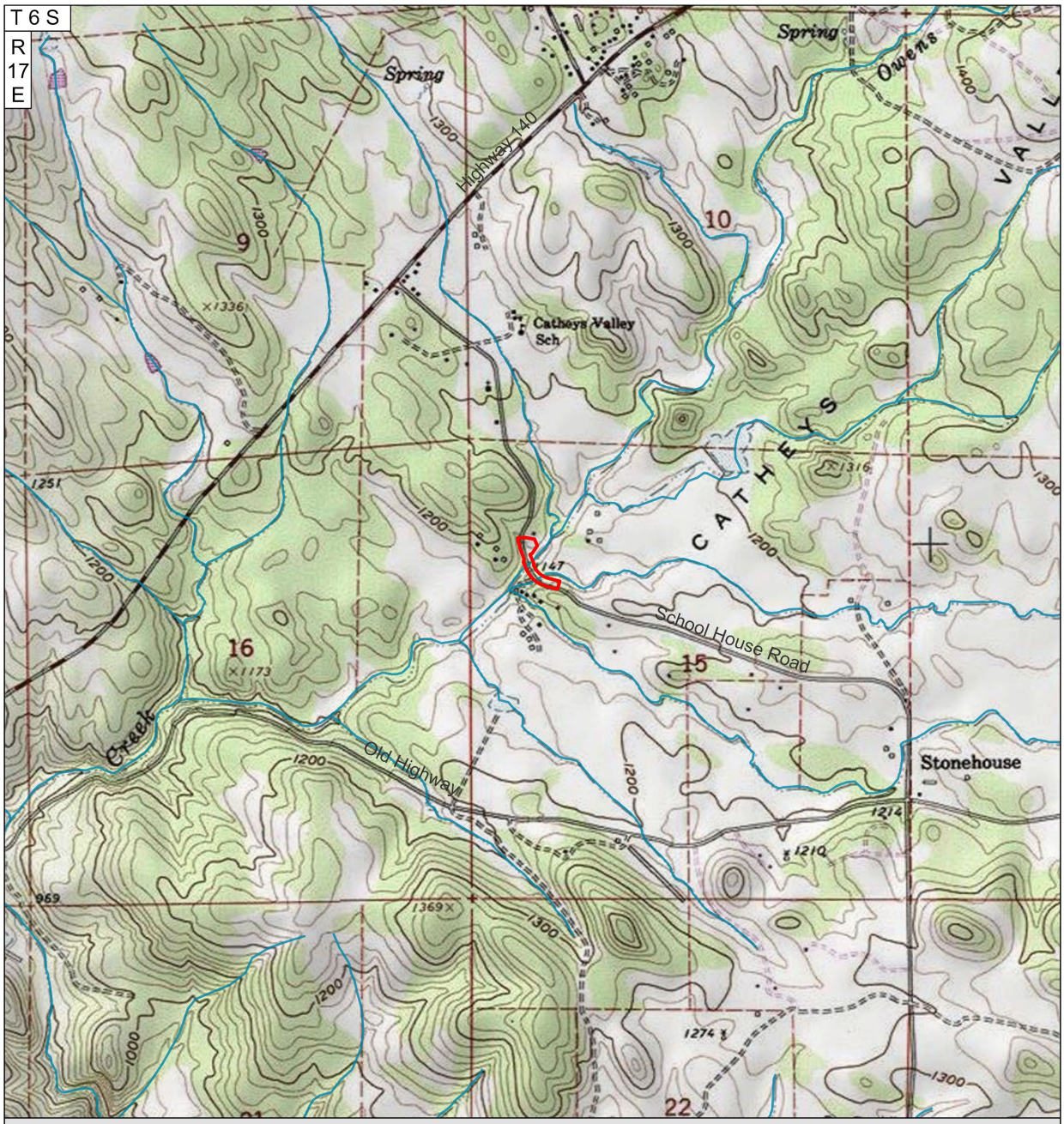


Figure 1. Project Vicinity



SCHOOL HOUSE ROAD OVER OWENS CREEK BRIDGE REPLACEMENT PROJECT

The Project Area is located entirely within the Cathey's Valley USGS 7.5-minute quadrangle map. The Project Area occurs in Township 6 South, Range 17 East, Section 15. The Project Area encompasses 2.19 acres.

Coordinates for the center point of the Project Area:
UTM Zone 10S N: 4144971 E: 756579
Latitude: 37.416026, Longitude: -120.100765

Project Area

0 1,000 2,000 feet

Data Source:
- ESRI USA Topo basemap accessed 2023;
Date: 4-18-24

Document Path: D:\AWE\17-015 QEI School House Rd Bridge\ArcPRO\Figure 1 and 2\17-015 School House Figure 1 and 2\17-015 School House Figure 1 and 2.aprx

Figure 2. Project Location

Figure 3. Project Area

2.3 Project Purpose and Need

The existing bridge is in poor condition. Caltrans Structures Maintenance and Investigations Division inspects local agency bridges every two years and subsequently writes a report summarizing the bridge's status.

Currently the existing bridge is experiencing several structural deficiencies (including timber girders with checks and white rot). Additionally, the narrow width of the bridge has contributed to difficulties in evacuating the area during past fire events. At the time the County submitted an application to Caltrans for the bridge to receive funding from the Highway Bridge Program (HBP), the Caltrans Bridge Inspection Report (2022) gave the bridge a sufficiency rating of 48.6 and a status of "Structurally Deficient." This made the bridge eligible for rehabilitation as part of the HBP. However, the County provided justification for replacement, which Caltrans subsequently approved.

Overall, the purpose of this Project is to:

- Remove the existing structure, deemed functionally obsolete, and reconstruct a bridge that would accommodate safe vehicular and pedestrian access;
- Provide a new structure that is wider to meet current design standards;
- Widen bridge approaches to accommodate wider structure;
- Improve the roadway profile; and
- Improve hydraulic conveyance in the creek.

2.4 Project Description

The following sections describe the proposed Project. Project components and bridge design are shown on Figure 4 and 5.

2.4.1 Bridge Design

It is anticipated that the replacement structure would be a single span, CIP concrete, post-tensioned slab bridge (Figure 5). The bridge would have two 10-foot-wide lanes with 3-foot-wide shoulders and a 1 foot-9 inch-wide concrete barrier, for a total width of 29 feet-6 inches. The total length of the replacement bridge would be 40 feet. Based on the shallow bedrock conditions in the Project area, it is anticipated that the bridge would be founded on spread footings.

Table 1 identifies the anticipated timing and duration of this and other construction activities associated with the Project.

Table 1. Construction Work Order and Schedule

Activity	Approximate Duration	Estimated Dates
Clearing and grubbing	1 week	June
Install environmental fencing	1 week	Midsummer
Water diversion (if necessary)	1 week	Midsummer
Remove existing bridge	1 week	Midsummer
Construct bridge	12 weeks*	Mid to Late Summer
Erosion control/scour countermeasures	1 week	Early Fall
Reconstruct approaches	15 weeks	Late Summer/Early Fall

**Bridge Construction:*

- *Spread footing construction at abutments 1-2 weeks*
- *Abutment construction 2 weeks*
- *Place cast in place slab & post-tension slab 6 weeks*
- *Finish bridge deck and complete barriers 2 weeks*

2.4.2 Bridge Abutments

Construction of the new bridge abutments would require two excavation areas approximately 30 feet wide by 15 feet long by 10 feet deep.

2.4.3 Vertical Profile

Preliminary hydraulic analysis suggests the existing bridge profile does not meet minimum hydraulic clearance requirements. Projects utilizing federal funds must conform to the Caltrans/Federal Highway Administration (FHWA) design criteria, which requires bridges to be designed to pass the 100-year design discharge and the 50-year design discharge with sufficient freeboard to accommodate debris (Caltrans design criteria recommends 2 feet of freeboard). The existing bridge does not pass the 100-year or the 50-year water surface elevation. To increase the hydraulic capacity and to improve the roadway approach grades, the profile at the bridge would be raised approximately 4 feet (Figure 5).

2.4.4 Roadway Approaches

With the existing roadway only being approximately 20 feet wide including shoulders, the Project would include a widening of the roadway on both sides of the bridge to transition from the narrow road to the wider bridge (Figure 4). These roadway transitions are anticipated to occur approximately 250 feet west and 350 feet east of the ends of the bridge.

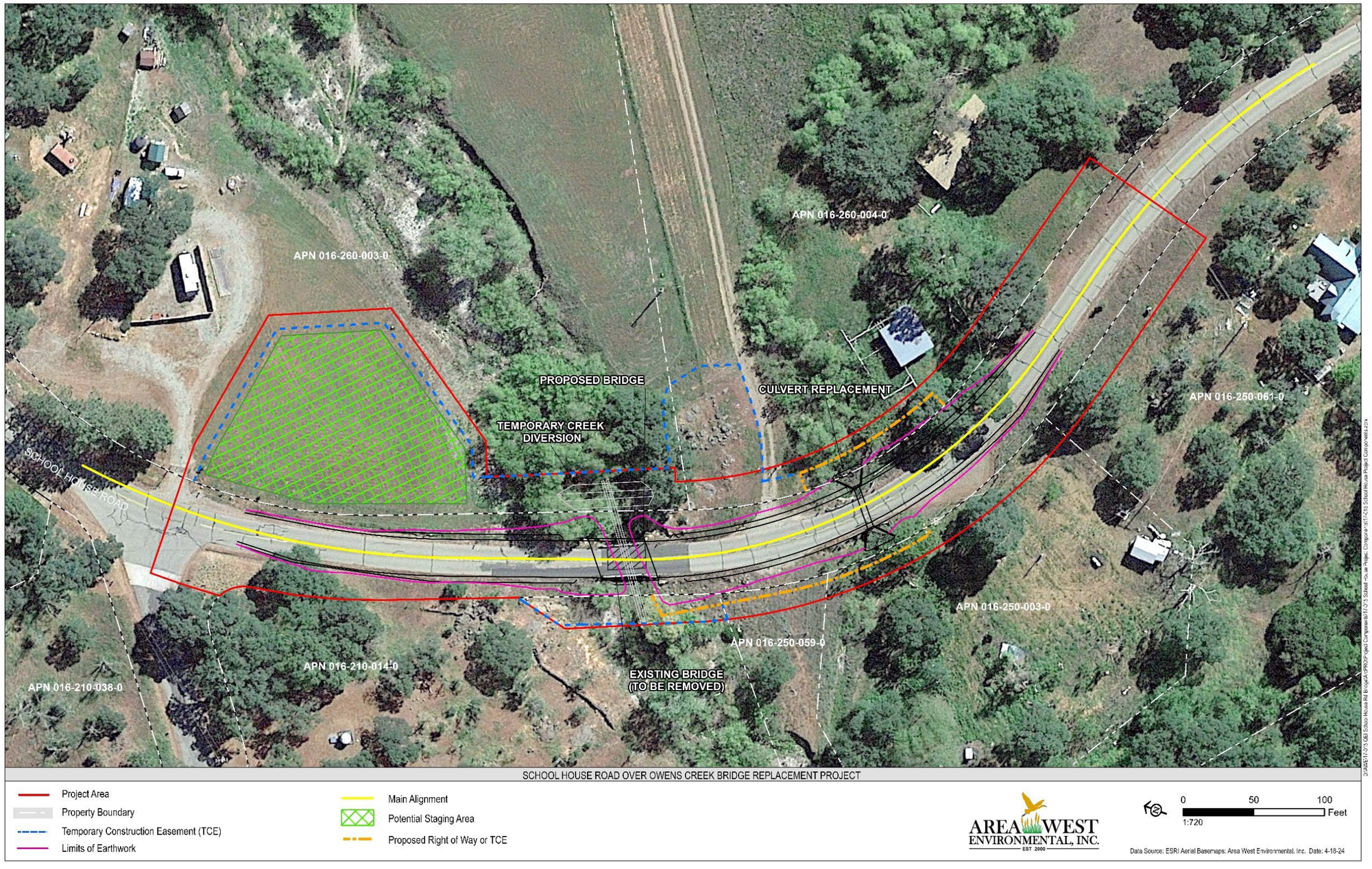


Figure 4. Project Components

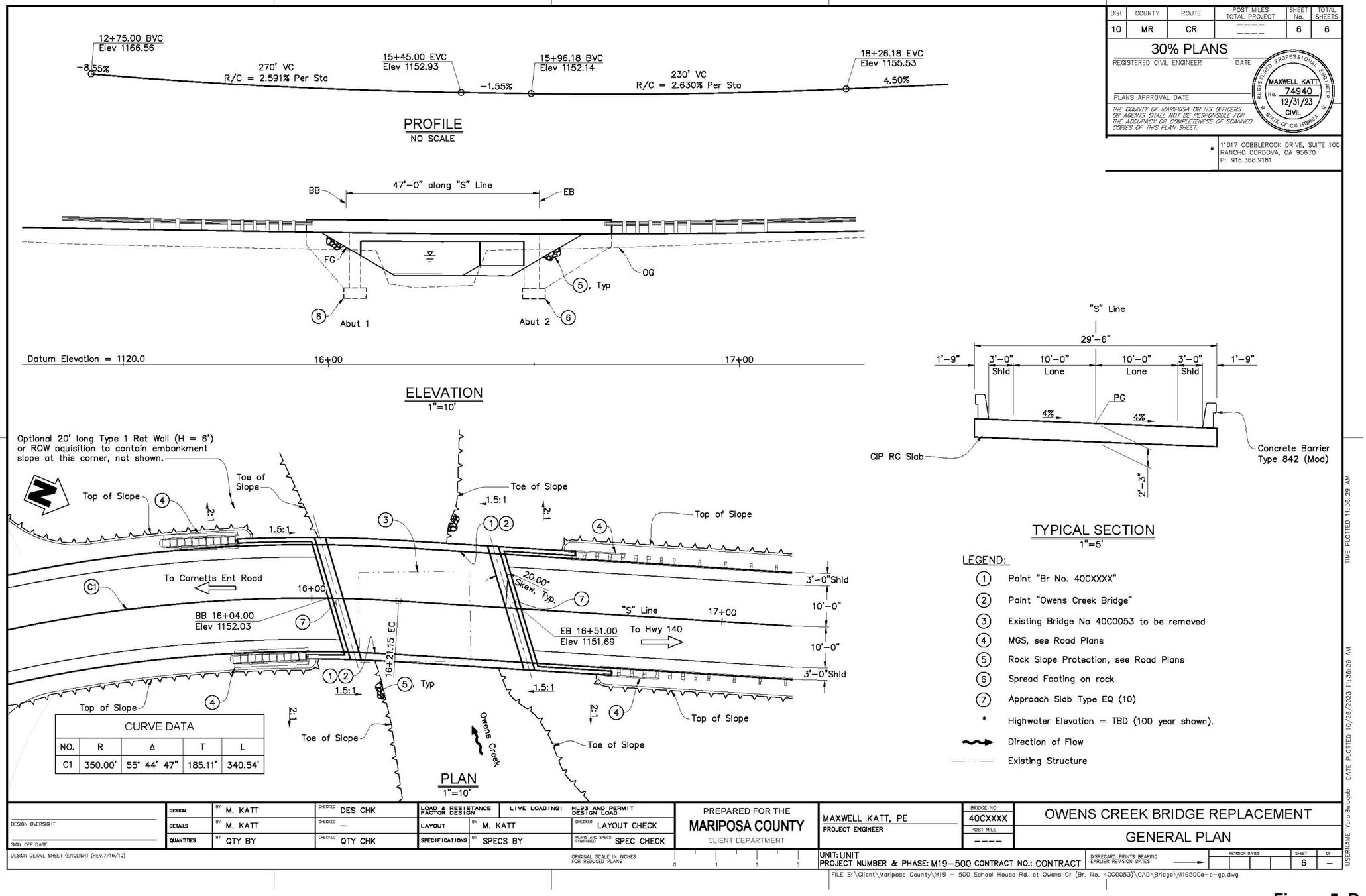


Figure 5. Bridge Design

The approaches would be widened to accommodate two 10-foot travel lanes and two 3-foot paved shoulders. An additional two feet of unpaved/graded shoulder backing is required per Mariposa County standards and would widen to 4 feet at the bridge approach guard railings.

2.4.5 Culvert Replacement

The Project would replace an existing box culvert under the road south of the existing bridge. The existing concrete box culvert carries seasonal flow in an ephemeral drainage tributary to Owens Creek. This culvert must be replaced to accommodate the wider approach roadway. The new box culvert would be a 24-foot long, 4.3-by-4.3-foot, concrete box culvert with concrete headwalls and rock revetment at the culvert inlet and outlet to dissipate energy and minimize scour and erosion (Figure 4).

2.4.6 Utilities

The Project would not require the relocation of any existing utilities at the site.

2.4.7 Right of Way (ROW)

Currently, the County ROW is an approximatly 60-foot-wide corridor centered on School House Road. A temporary construction easement for staging is proposed to the north of the bridge. It is further anticipated that the Project would require temporary construction easements from adjacent properties (Table 2, Figure 4):

Table 2. Temporary Construction Easement (TCE) Requirements

APN	Local Address	Estimated TCE Size (Square Feet)	Purpose
016-210-014-000	4996 Owens Creek Rd	2,067	Access for fencing and creek diversion
016-260-003-000	4850 Schoolhouse Rd	24,295	Staging area and creek diversion
016-260-004-000	4830 Schoolhouse Rd	5,815	Access for fencing

Permanent ROW may be required from adjacent properties to accommodate earthwork for the southern bridge approach and around the culvert. Depending on final design, ROW acquisition may not be required, and locations of potential ROW may become temporary construction easements (Table 3).

Table 3. Potential ROW or TCE Requirements

APN	Local Address	Estimated Acquisition or TCE Size (Square Feet)	Purpose
016-210-014-000	4996 Owens Creek Rd	516	Earthwork for bridge approach
016-250-059-000	4799 School House Rd	441	Earthwork for bridge approach
016-250-003-000	4831 School House Rd	407	Earthwork around culvert outlet
016-260-004-000	4830 Schoolhouse Rd	1,520	Earthwork around culvert inlet

2.4.8 Construction Approach and Staging Areas

Both existing bridge demolition and new bridge construction activities would require temporary access to the creek channel to remove the existing bridge pier/abutments. A temporary creek diversion system may be necessary for the demolition of the existing bridge and the construction of the new bridge, as well as for the culvert replacement (Figure 4). The water diversion system may also include screened pumps, a temporary pipe network, siltation baffles, and cofferdams to route flow through and around the immediate work area, maintain dewatered conditions, and return flow to the downstream channel network without causing harm to biological resources or affecting water quality. Impacted waters located in the work area would either be treated per Storm Water Pollution Prevention Plan (SWPPP) requirements or disposed of per Regional Water Quality Control Board (RWQCB) requirements.

Overall, Project construction activities are anticipated to occur during the summer and fall months when water levels are at their lowest. Construction staging areas are anticipated to be located north of the existing bridge on a private parcel (Figure 4) and within the closed road ROW.

It is anticipated that excavators, dozers, cranes, pavers, dump trucks, concrete trucks, and concrete pumps may be required to demolish and construct the Project (Table 4). The list of equipment is not exhaustive; other equipment may also be necessary during Project construction.

Table 4. Construction Equipment

Equipment	Construction Purpose
Asphalt Concrete Paver	Paving roadways
Backhoe	Soil manipulation and drainage work
Bobcat	Fill distribution
Bulldozer/Loader	Earthwork construction, cleaning and grubbing
Crane	Removal of bridge girders, forms, and rebar
Dump Truck	Fill material delivery/surplus removal
Excavator	Soil manipulation
Front-end Loader	Dirt or gravel manipulation
Grader	Ground leveling

Equipment	Construction Purpose
Haul Truck	Earthwork construction; clearing and grubbing
Paver	Roadway paving
Roller	Earthwork and compacting
Scraper	Earthwork construction; clearing and grubbing
Truck with Seed Sprayer (hydroseeded)	Erosion control and landscaping
Water Truck	Earthwork construction; clearing and grubbing
Screen pumps	Equipment for dewatering
Pipe network	Equipment for dewatering
Siltation baffles	Equipment for dewatering
Cofferdam	Equipment for dewatering
Culvert	Equipment for dewatering

2.4.9 Traffic Diversion

The Project would require School House Road within the Project area to be closed to through traffic during construction. Therefore, during construction, a temporary detour would need to be utilized (Figure 6). The detour length is approximately 5 miles, and the anticipated travel duration is approximately 7 minutes. Residents to the west of the Project would utilize School House Road to access SR 140. Residents to the east of the Project would travel east on School House Road to Old Highway Road and west to SR 140. The Project would be constructed in stages between bridge and culvert replacement to accommodate access for one property owner. The closure of School House Road during construction would be coordinated with emergency response officials. A preliminary detour plan is shown in Figure 6. This detour would remain for the duration of Project construction.

2.5 Other Build Alternatives Considered but Eliminated from Further Consideration

The following section describes alternatives that were considered during Project planning but were eliminated from further consideration.

2.5.1 Bridge Rehabilitation Alternative

A Caltrans Bridge Inspection Report (2022) designates the bridge as “Structurally Deficient” with a sufficiency rating of 48.6. Some critical issues called out in the report include randomly spalled soffit, rusted I-beams, cracks on abutment walls, asphalt concrete (AC) approach settlement, insufficient hydraulic clearance, and scour critical foundations. Due to the bridge’s current condition, the difficulty and cost associated with rehabilitating the existing structure, and the improved hydraulics that a new bridge provides, replacement of the bridge is favored over rehabilitation. Therefore, a rehabilitation-only alternative was rejected from further consideration.

2.5.2 Temporary Bridge Upstream (East) for Traffic during Construction

The Project design was modified after initial cultural and biological investigations in 2016. The bridge construction had been designed to include a temporary bridge upstream (east) of the existing bridge to keep the road open during construction. The design modification was completed in an effort to minimize impacts to identified cultural resources and to minimize temporary habitat impacts. Therefore, the alternative that included a temporary bridge was rejected due to impacts on sensitive cultural and biological resources.

2.5.3 Precast (PC) Concrete Superstructure

This alternative is similar to the proposed Project but would use a precast bridge slab element instead of a cast-in-place bridge. This alternative would not require falsework, the structure depth would be shallower than the favored CIP option and would be quicker to construct since the slab units can be fabricated off site. However, large cranes would be needed to erect the slab units, increasing the Project work area, and higher cost. For these reasons, the PC option was rejected.

2.6 No-Build Alternative (No Project)

The No-Build Alternative (No Project) maintains the existing bridge on School House Road over Owens Creek. The existing bridge has been experiencing several structural deficiencies and is deemed functionally deficient. Under the No-Build Alternative, the existing issues at the bridge would likely worsen, could pose a threat to roadway safety, and may result in bridge or road materials entering the waterways.

2.7 Permits and Approvals Needed

Upon completion of final design for the proposed Project, the following agencies would be contacted to obtain permits or approvals.

- RWQCB – Clean Water Act Section 401 Water Quality Certification and National Pollutant Discharge Elimination System (NPDES) Construction General Permit
- U.S. Army Corps of Engineers (Corps) – Clean Water Act Section 404 Nationwide Permit 14
- California Department of Fish and Wildlife (CDFW) – California Fish and Game Code (CFGC) Section 1602 Lake and Streambed Alteration Agreement

NOTES:
1. THIS PLAN ACCURATE FOR CONSTRUCTION AREA SIGN WORK ONLY.
2. LOCATION OF CONSTRUCTION AREA SIGNS ARE APPROXIMATE. EXACT LOCATIONS WILL BE DETERMINED BY THE ENGINEER.
3. ACCESS TO DRIVEWAYS SHALL BE MAINTAINED AT ALL TIMES.

THE STANDARD PLANS LIST APPLICABLE TO THIS CONTRACT IS INCLUDED IN THE NOTICE TO BIDDERS AND SPECIAL PROVISIONS BOOK.

LEGEND:
- CONSTRUCTION AREA SIGN
- WORK AREA
- (X) CONSTRUCTION AREA SIGN (CAS) NUMBER

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
10	MAR	CR	-- --	10	X

REGISTERED CIVIL ENGINEER DATE

65% PLANS
PLANS APPROVAL DATE

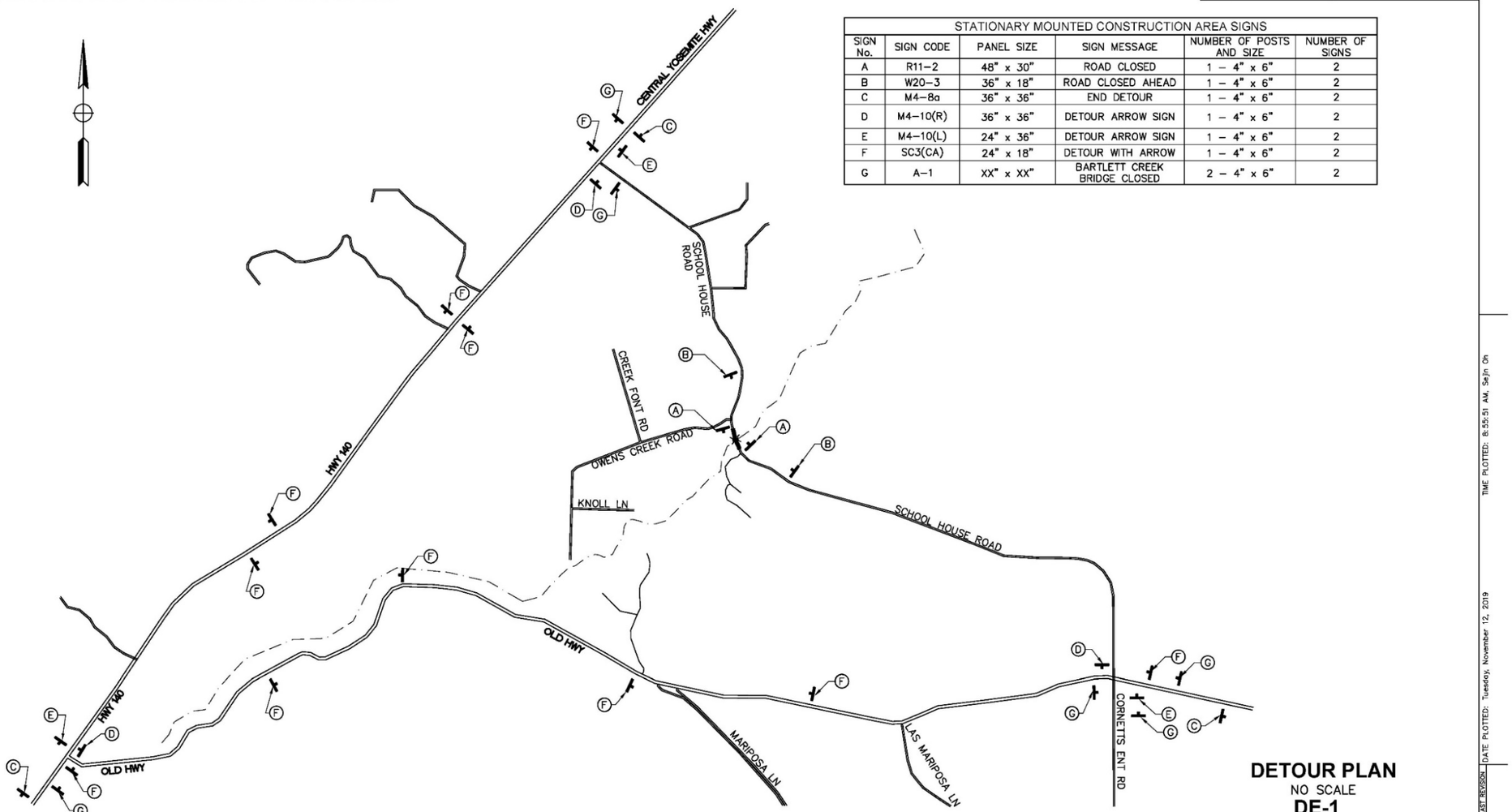
REGISTERED PROFESSIONAL ENGINEER — CAROLYN DAVIS — No. 58440 — Exp. 12/31/20 — CIVIL — STATE OF CALIFORNIA

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

QUINCY ENGINEERING
11017 COBBLEROCK DRIVE, SUITE 100
RANCHO CORDOVA, CA 95670
P: 916.368.9181

STATIONARY MOUNTED CONSTRUCTION AREA SIGNS

SIGN No.	SIGN CODE	PANEL SIZE	SIGN MESSAGE	NUMBER OF POSTS AND SIZE	NUMBER OF SIGNS
A	R11-2	48" x 30"	ROAD CLOSED	1 - 4" x 6"	2
B	W20-3	36" x 18"	ROAD CLOSED AHEAD	1 - 4" x 6"	2
C	M4-8a	36" x 36"	END DETOUR	1 - 4" x 6"	2
D	M4-10(R)	36" x 36"	DETOUR ARROW SIGN	1 - 4" x 6"	2
E	M4-10(L)	24" x 36"	DETOUR ARROW SIGN	1 - 4" x 6"	2
F	SC3(CA)	24" x 18"	DETOUR WITH ARROW	1 - 4" x 6"	2
G	A-1	XX" x XX"	BARTLETT CREEK BRIDGE CLOSED	2 - 4" x 6"	2



DETOUR PLAN
NO SCALE
DE-1

MARIPOSA COUNTY – CLIENT DEPARTMENT
OWENS CREEK BRIDGE REPLACEMENT
CONSULTANT FUNCTIONAL SUPERVISOR
FUNCTIONAL SUPERVISOR
CALCULATED–DESIGNED BY
CHECKED BY
ARIANA CASTILLO
DET CHK
REVISED BY
DATE REVISED
9/12/19

BORDER LAST REVISED 7/2/2010
USERNAME Sejno
DWG FILE S:\Client\Mariposa County\M19 – 500 School House Rd. at Owens Cr (Br. No.
RELATIVE BORDER SCALE IS IN INCHES 0 1 2 3
UNIT UNIT
PROJECT NUMBER & PHASE M19–500 – PROJECT PHASE
LAST REVISION DATE PLOTTED: Tuesday, November 12, 2019 TIME PLOTTED: 8:55:51 AM, Sejn On

Figure 6. School House Road Detour Plan

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3.0 Environmental Checklist

The CEQA Environmental Checklist identifies physical, biological, social, and economic factors that might be affected by the Project. In many cases, background studies performed in connection with projects will indicate that there are no impacts to a particular resource. A “No Impact” answer in the “CEQA Determination” column of the impact summary tables at the beginning of each resource category section in this chapter reflects this determination. The words "significant" and "significance" used throughout this IS/MND are related to CEQA impacts. The questions in each impact summary table are intended to encourage the thoughtful assessment of impacts and do not represent thresholds of significance.

Sections 3.1 through 3.20 present the CEQA determinations under Appendix G of the CEQA Guidelines. The CEQA determinations depend on the level of potential environmental impact that would result from the proposed Project. The level of significance determinations is defined as follows:

- ***No Impact***: Indicates no physical environmental change from existing conditions.
- ***Less than Significant Impact***: Indicates the potential for an environmental impact that is not significant.
- ***Less than Significant Impact with Mitigation Incorporated***: Indicates the potential for a significant environmental impact that would be mitigated with the implementation of mitigation measures to a level of less than significant.
- ***Potentially Significant Impact***: Indicates the potential for a significant and unavoidable environmental impact.

Mitigation measures, if necessary, are noted following each impact discussion.

3.1 Aesthetics

Except as provided in Public Resources Code Section 21099, would the Project:

Question	CEQA Determination
a) Have a substantial adverse effect on a scenic vista?	No Impact
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	No Impact
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from a publicly accessible vantage point). If the Project is in an urbanized area, would the Project conflict with applicable zoning and other regulations governing scenic quality?	Less than Significant Impact
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	No Impact

Environmental Setting

The proposed Project is located in rural Mariposa County and is governed by the County of Mariposa General Plan (County of Mariposa 2006) and Catheys Valley Community Plan (2012). Both plans aim to maintain the rural character of the area. The proposed Project area is located within the community of Catheys Valley, along a narrow, rural road, adjacent to Owens Creek. It is approximately 0.7 miles from State Route 140, which brings tourists from the Central Valley to Yosemite National Park. Views in Catheys Valley consist of rolling hills with oak woodlands and shallow valleys with few obstructions to the distant Sierra Mountain peaks. School House Road is part of the local major road system, but there is no commercial district or recreational area to draw tourists from State Route 140 south onto this road. Lands within and surrounding the Project area are rural residential and agricultural.

Impacts and Mitigation Measures

a. Would the project have a substantial adverse effect on a scenic vista?

School House Road is not a designated Scenic Road and does not provide scenic vistas. The Project would have ***no impact*** on a scenic vista.

Mitigation Measures: None required.

b. Would the project substantially damage scenic resources, including but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway?

The Project is not within a state scenic highway. The nearest "officially designated" scenic highway, a segment of State Route 140 in Mariposa, is located more than 8 miles northeast of the

Project (Caltrans 2018). The Project would not affect scenic resources within a state scenic highway. The Project would have ***no impact*** on a state scenic highway.

Mitigation Measures: None required.

c. Would the project, in non-urbanized areas, substantially degrade the existing visual character or the quality of public views of the site and its surroundings? If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

The proposed Project would result in minor visual changes to the existing School House Road corridor. These changes would include lane widening at the approaches, a higher vertical clearance over Owens Creek, and removal of approximately 20 trees. More than half of the trees to be removed are small trees with a diameter at breast height (dbh) of 3 inches and most are tree-of-heaven (*Ailanthus altissima*), an invasive species. These changes would have a negligible impact on the existing visual character of the School House Road corridor. The viewer groups affected by these changes include local roadway travelers and nearby residents. Therefore, the Project would not substantially degrade the quality of views in the Project area. ***The impact would be less than significant***.

Mitigation Measures: None required.

d. Would the Project create a new substantial source of light or glare which would adversely affect day or nighttime views in the area?

The proposed Project would not include installation of new lighting elements. Night construction work is not planned. Therefore, the Project would have ***no impact*** on light or glare.

Mitigation Measures: None required.

3.2 Agriculture and Forestry Resources

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment Project; and the forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the Project:

Question	CEQA Determination
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	No Impact
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	No Impact
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	No Impact
d) Result in the loss of forest land or conversion of forest land to non-forest use?	No Impact
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	No Impact

Environmental Setting

The California Department of Conservation's (CDOC) Farmland Mapping and Monitoring Program (FMMP) produces maps and statistical data used for analyzing impacts to California's agricultural resources. Agricultural land is rated according to soil quality and irrigation status. Using these factors, the highest quality land is categorized as Prime Farmland. There is no Prime Farmland in the Project area or surrounding land (Figure 7). The CDOC's 2020 FMMP "Important Farmland" map identifies the following land use categories in the vicinity of the Project:

• GRAZING LAND (G): Land on which the existing vegetation is suited to the grazing of livestock. The minimum mapping unit for Grazing Land is 40 acres.

• OTHER LAND (X): Land not included in any other mapping category. Common examples include low density rural developments; brush, timber, wetland, and riparian areas not suitable for livestock grazing; confined livestock, poultry, or aquaculture facilities; strip mines, borrow pits; and water bodies smaller than 40 acres. Vacant and nonagricultural land surrounded on all sides by urban development and greater than 40 acres is mapped as Other Land.

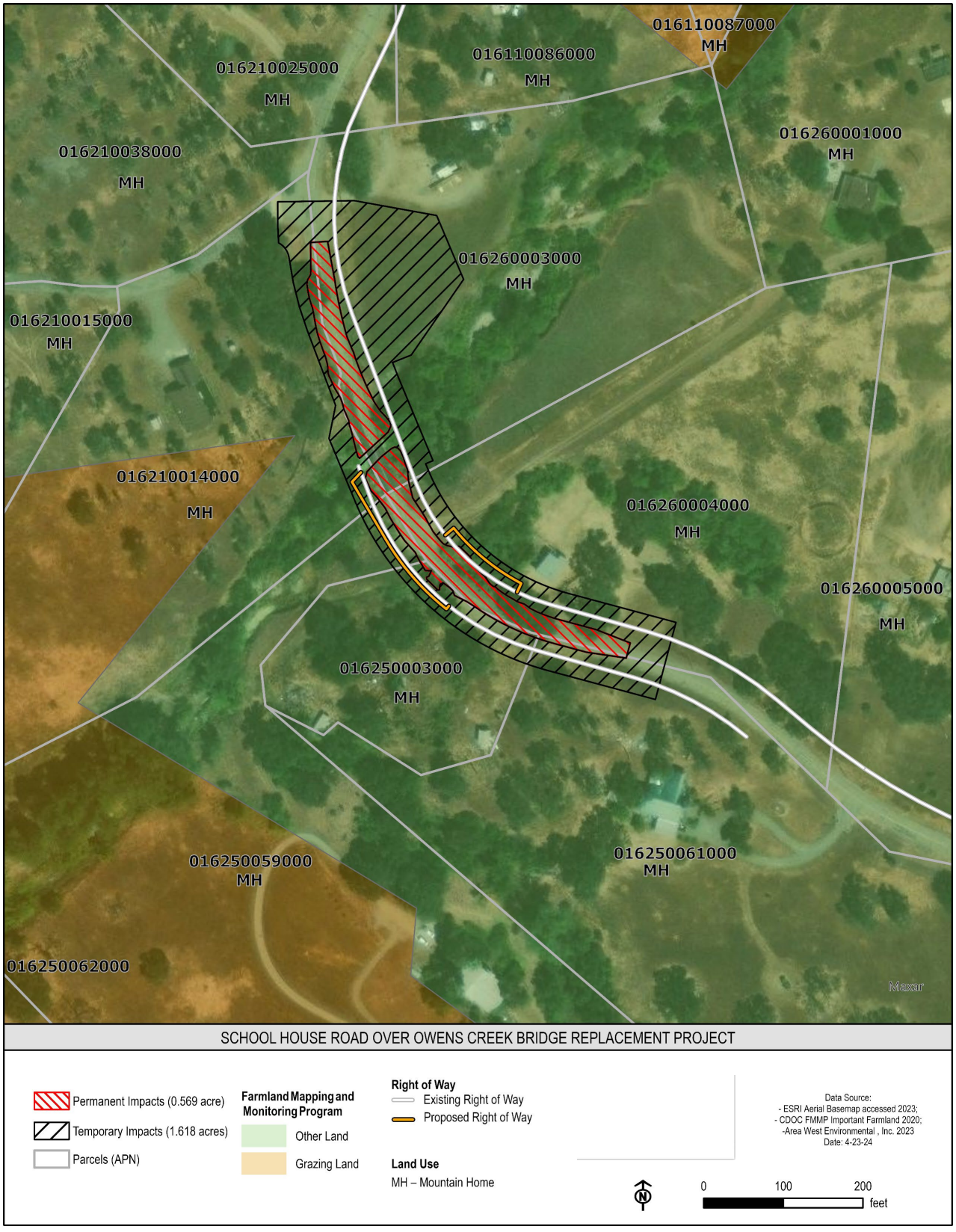

Figure 7. Farmland

CDOC FMMP also produced a California Williamson Act Enrollment 2021 map. The California Land Conservation Act of 1965 – often referred to as the Williamson Act is the State's primary program for the conservation of private land in agricultural and open space use. The Williamson Act enables local governments to enter into contracts with private landowners for the purpose of restricting specific parcels of land to agricultural or related open space use. In return, landowners receive preferential property taxes based upon farming and open space uses as opposed to full market value. There are no parcels enrolled under the California Williamson Act surrounding the Project area.

Zoning on all adjacent parcels is MH: Mountain Home (Figure 8). Mariposa County applies the MH zoning to land best suited for moderate residential densities based upon suitability of terrain, location adjacent to population centers and service areas. This land use classification is provided to accommodate rural homesites in the county. There are no parcels designated as agricultural land in the Project area.

Impacts and Mitigation Measures

a, b, c, d, and e. Would the Project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the FMMP of the California Resources Agency, to non-agricultural uses; conflict with any existing zoning for agricultural use, or a Williamson Act contract; conflict with existing zoning for, or cause rezoning of, forest land, timberland, or timberland zoned Timberland Production; or result in the loss of forest land or conversion of forest land to non-forest use; involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?

There is no Prime Farmland, Unique Farmland, or Farmland of Statewide Importance within or adjacent to the Project area. There is no land zoned for agricultural use or under an existing Williamson Act contract within or adjacent to the Project area. There is no forestland, timberland, or areas zoned for timberland production in the proposed Project vicinity. Therefore, the Project would have ***no impact*** on agriculture or forestry resources.

Mitigation Measures: None required.

3.3 Air Quality

Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the Project:

Question	CEQA Determination
a) Conflict with or obstruct implementation of the applicable air quality plan?	Less than Significant Impact
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the Project region is non- attainment under an applicable federal or state ambient air quality standard?	Less than Significant Impact
c) Expose sensitive receptors to substantial pollutant concentrations?	No Impact
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	Less than Significant Impact

Environmental Setting

The proposed Project area is located in the Mountain Counties Air Basin and is under the jurisdiction of the Mariposa County Air Pollution Control District (MCAPCD). Existing land uses in the proposed Project area and vicinity generally consist of scattered low density residential uses, livestock grazing, and open space uses. A residential property is located approximately 115 feet from the Project area. There are no sensitive receptors (i.e., hospitals, schools, daycare facilities, or elderly housing) directly adjacent to the Project area. The nearest school is approximately ½-mile northwest of the Project.

Impacts and Mitigation Measures

a. and b. Would the project conflict with or obstruct implementation of the applicable air quality plan or result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable Federal or State ambient air quality standard?

Under the California Clean Air Act of 1988, districts designated as non-attainment for state Clean Ambient Air Quality Standards (CAAQS) must submit a plan for attaining or maintaining state standards for these pollutants. Mariposa County is in attainment or has an unclassified status for all state and federal ambient air quality standards, with the exception of the ozone standard. Therefore, the California Air Resources Board has not required preparation of such a plan. The MCAPCD has adopted regulation XI and amended Rule 513 that address new source review for projects that will emit more than 100 tons of ozone precursors (MCAPCD 2021).

The Project would not generate new or increased operational emissions compared to existing conditions because it improves existing facilities and does not increase capacity. Therefore, no new long-term regional emissions would result from implementation of the proposed Project and there would be no increase of air pollutants that would exceed the MCAPCD criteria of 100 tons of ozone precursors. Therefore, the Project would have ***no impact*** on applicable air quality plans.

Air pollutant emissions associated with the proposed Project would occur over the short term from construction. Construction activities would result in short-term increases in emissions from the use of heavy machinery, soil disturbance, materials used in construction and construction traffic. Construction activities are expected to take 8-10 months. Emissions would consist of fugitive dust, mainly from ground-disturbance, as well as reactive organic compounds and nitrogen oxides emissions from equipment operations and vehicle use. Emissions would be short-term and are expected to remain localized and dissipate within the immediate vicinity. The MPAPCD does not have a quantified construction emission significance threshold but has two prohibitory rules that address construction phase emissions; Rule 202 prohibits visible emissions and Rule 205 is a general nuisance prevention rule (MCAPCD 2021). Construction emissions, including construction equipment exhaust and windblown dust, would be managed in the construction contract per the provisions of Caltrans Standard Specifications, Section 14-9.02 "Air Pollution Control" and Section 10-5 "Dust Control." Therefore, the Project would have a ***less than significant*** cumulative impact on any criteria pollutant.

Mitigation Measures: None required.

c. Would the project expose sensitive receptors to substantial pollutant concentrations?

Sensitive receptors are defined as members of a population who are most sensitive to the adverse health effects of air pollution and the land uses where these population groups would reside for long periods. These groups include children, elderly, and acutely and chronically ill, and sensitive land uses include schools, residential care facilities, and hospitals. There are no sensitive receptors located in the adjacent to the Project. The nearest school is approximately ½-mile from the Project. One residence is located adjacent to the Project area. Implementation of the proposed Project would not result in the long-term operation of stationary emission sources and would not result in long-term increases in exposure to localized pollutant concentrations. Construction activities would result in temporary increases of construction-generated emissions, which are short-term, lasting only as long as construction activities occur. These emissions would be temporary and limited to the immediate area surrounding the construction site. Therefore, the proposed Project would have ***no impact*** on sensitive receptors.

Mitigation Measures: None required.

d. Would the project result in other emissions, such as those leading to odors adversely affecting a substantial number of people?

Minor sources of odors would be present during construction from diesel engines, which may be considered offensive to some individuals. However, because odors would be temporary and would disperse rapidly with distance from the source; construction-generated odors would not result in frequent objectionable odorous emissions. This impact is ***less than significant***.

Mitigation Measures: None required.

3.4 Biological Resources

Would the Project:

Question	CEQA Determination
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service, or National Marine Fisheries Service?	Less than Significant Impact with Mitigation Incorporated
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	Less than Significant Impact with Mitigation Incorporated
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	Less than Significant Impact with Mitigation Incorporated
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	Less than Significant Impact
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	No Impact
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	No Impact

Environmental Setting

The proposed Project area is located in the southwestern portion of Mariposa County, California, with elevation in the Project area ranging from approximately 1,150 to 1,170 feet amsl. The topography is relatively flat between gently rolling hills with a general upward slope towards the eastern and western portions of the Project as Owens Creek represents the low point. The region around School House Road Bridge is characterized by hot dry summers and wet winters. Average annual rainfall is approximately 32 inches, mostly occurring from October through May.

A Natural Environment Study (NES) (Area West Environmental [AWE] 2023a) and Biological Assessment (AWE 2023b) were prepared for the Project and is summarized in this section. Biological field surveys were conducted on June 29 and 30, 2021, November 12, 2021, and April 18, 2022 within the biological study area (BSA), which includes the Project area plus a 100-foot buffer area around the Project footprint. Field surveys consisted of a botanical survey, a wildlife habitat assessment, a tree survey, a nest survey, and a delineation of wetlands and other waters of the U.S. and State. Caltrans intiated informal consultation with the United States Fish and Wildlife Service (USFWS) under Section 7 of the Federal Endagered Species Act and received a letter of concurrence from the USFWS on April 28, 203, concluding that the Project may affect, but is not likely to adversely affect the federally threatened California red-legged frog (*Rana draytonii*).

The BSA supports vegetation communities consisting of three aquatic vegetation communities (culvert, intermittent stream [Owens Creek] and ephemeral drainage) and four upland vegetation communities (developed, wild oats and annual brome grasslands, blue oak woodland and forest, and valley foothill riparian). Figure 8 shows generalized vegetation communities in the BSA. Acreages of vegetation communities within the BSA are provided in Table 5.

Table 5. Vegetation Communities within the Biological Study Area

Vegetation Community	Acres within the Biological Study Area
Culvert	0.002
Intermittent Stream (Owens Creek)	0.212
Ephemeral Drainage	0.062
Developed	1.025
Wild Oats and Annual Brome Grasslands	1.052
Blue Oak Woodland and Forest	4.111
Valley Foothill Riparian	0.900
Total	**7.364**

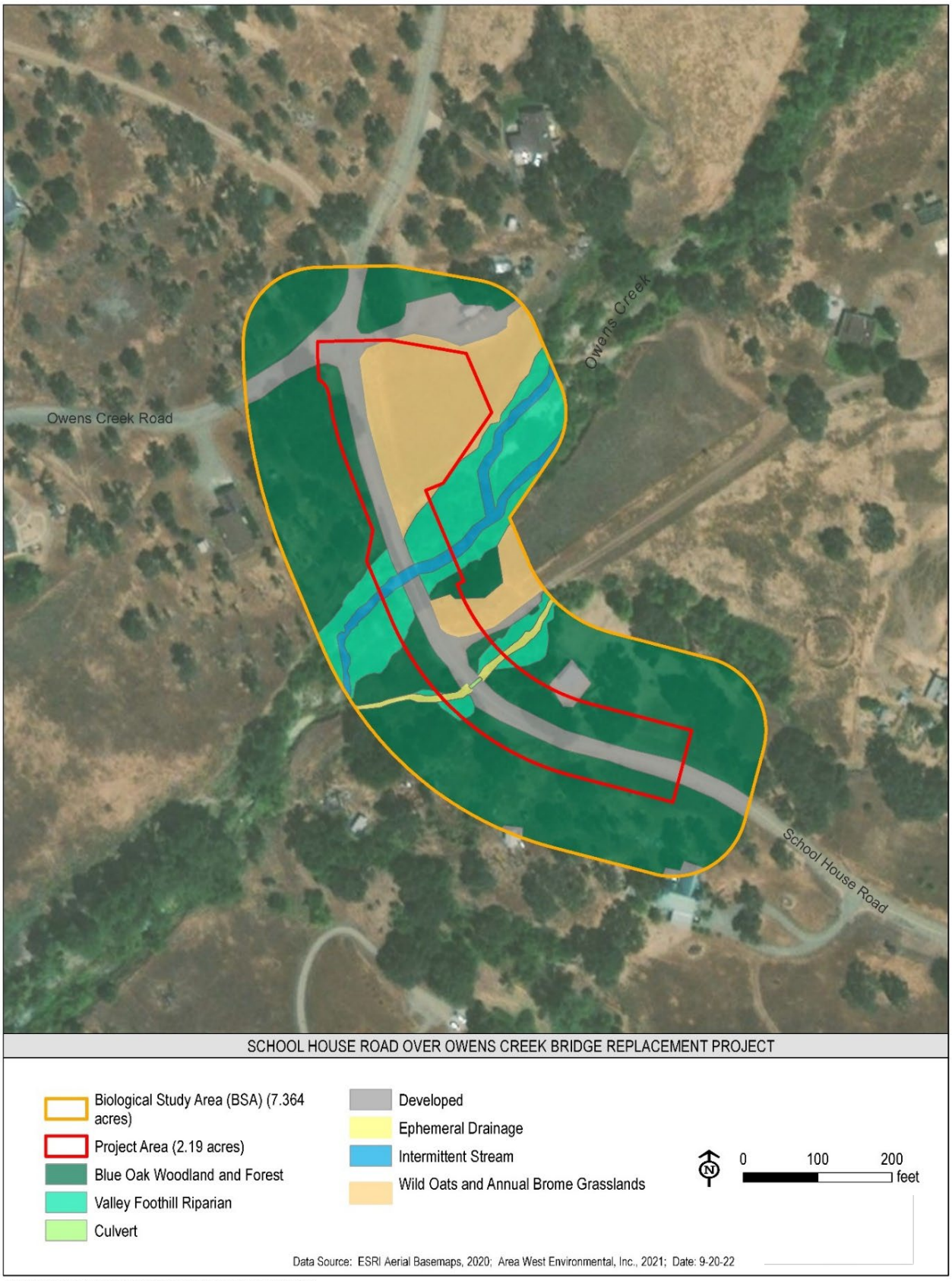

Figure 8. Vegetation Communities within the BSA

Impacts and Mitigation Measures

a. Will the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the CDFW or USFWS?

No special-status plant species were observed during protocol-level botanical surveys conducted during the appropriate blooming period for special-status plant species with potential to occur in the Project area. Therefore, the proposed Project would not affect any special-status plant species.

The following special-status wildlife have potential to occur within the Project area:

- Foothill yellow-legged frog (*Rana boylii*) (Federally Endangered [FE]/State Endangered [SE])
- California red-legged frog (Federally Threatened [FT]/State Species of Special Concern [SSC])
- Western spadefoot (*Spea hammondii*) (SSC)
- Western pond turtle (*Actinemys marmorata*) (Proposed Threatened [PT]/SSC)
- Swainson's hawk (*Buteo swainsoni*) (State Threatened [ST])
- Pallid bat (*Antrozous pallidus*) (SSC)
- Hardhead (*Mylopharodon conocphalus*) (SSC)

Habitat for migratory birds and nesting raptors is also present. A discussion of potential impacts on habitats and special-status species is provided below.

Potential Impacts to Special-status Amphibians

Owens Creek and surrounding uplands provide suitable habitat for foothill yellow-legged frog (FE, SE) and California red-legged frog (FT, SSC). Construction of the proposed Project could result in both direct and indirect impacts to these amphibians. Direct effects could include crushing and other injuries resulting from contact with vehicles and other construction equipment; entrapment in open trenches; a reduction of prey or forage items caused by silting, fill placement, or spilling of oil or other chemicals; obstruction of movement corridors due to the presence of people, cofferdams, equipment, and topographic changes; displacement from the BSA due to the presence of people and equipment; and an increased risk of predation by wildlife inadvertently attracted by the Project (trash in Project area, freshly up-turned soils, etc.). Construction of the temporary creek diversion system and dewatering activities could temporarily impede the movement of these species dispersing between breeding areas and refugia sites. Construction activity within the creek would be completed within a few months.

Construction of the new bridge would not change the quality and function of the aquatic habitat provided by Owens Creek. Therefore, the Project would not alter habitat suitability for these amphibian species from existing conditions. A Biological Assessment and addendum submitted to the USFWS evaluating potential Project impacts to California red-legged frog and foothill yellow-legged frog determined that the Project may affect but is not likely to adversely affect California red-legged frog and foothill yellow-legged frog (AWE 2023b).

Impacts on special-status amphibians would be avoided and minimized through implementation of **Mitigation Measures BIO-1 through BIO-5 and BIO-7 through BIO-12**, described at the end of this impact discussion.

Potential Impacts to Special-status Reptiles

Western pond turtle (PT/SCC) could use Owens Creek and surrounding areas within the BSA for aquatic and breeding habitat. Direct effects to western pond turtle could include impacts to nests containing eggs or young resulting from contact with vehicles and other construction equipment; entrapment in open trenches; a reduction of prey or forage items caused by silting, fill placement, or spilling of oil or other chemicals; obstruction of movement corridors due to the presence of people, cofferdams, equipment, and topographic changes; displacement from the BSA due to the presence of people and equipment; and an increased risk of predation by wildlife inadvertently attracted by the Project (trash in Project area, freshly up-turned soils, etc.).

The new bridge would not change the quality and function of aquatic habitat provided by Owens Creek. Therefore, the Project would not alter habitat suitability for western pond turtle from existing conditions.

Impacts on special-status reptiles would be avoided and minimized through implementation of **Mitigation Measures BIO-1 through BIO-5, BIO-7 through BIO-9, and BIO-11 through BIO-13**, described at the end of this impact discussion.

Potential Impacts to Special-status and Migratory Birds

The large trees within the BSA could provide suitable nesting habitat for Swainson's hawk (ST), and the grasslands in the vicinity of the BSA provide suitable foraging habitat for the species. No Swainson's hawk individuals or evidence of Swainson's hawk use (i.e., feathers or large stick nests) were observed during surveys.

Other migratory birds or raptors could potentially nest on the bridge structure, in shrubs, trees or on the ground within or adjacent to the Project area. During surveys, two black phoebe (*Sayornis nigricans*) nests were observed beneath the bridge, attached to the structure. No other nests were observed.

Removal of trees, shrubs and the bridge structure within the Project area could directly affect nesting birds if they are present. The removal of large trees would result in the loss of suitable nesting habitat for Swainson's hawk. Additionally, noise associated with construction activities involving heavy equipment operation that occurs during the breeding season (generally between March 1 [March 15 for Swainson's hawk] and August 31) could disturb nesting migratory birds and raptors if an active nest is located near these activities. Disturbance of active nests located at or near the construction work area could cause migratory bird or raptor nest abandonment and subsequent loss of eggs or developing young.

Potential impacts to Swainson's hawk, and migratory birds and raptors, and their habitat, would be avoided through **Mitigation Measures BIO-1 through BIO-3, BIO-6 through BIO-8, and BIO-14**, described at the end of this impact discussion.

Potential Impacts to Special-status Mammals

Pallid bat (SCC) could potentially occur in the Project area. Within the BSA, potential bat roosting habitat occurs within large trees (with holes) in the riparian woodland, and under the School House Road Bridge. Evidence of bat roosting beneath the bridge was observed during biological surveys and bat chatter was detected near the abutments of the existing bridge, although the species of bat roosting on the bridge was not identified. Bat species could forage in openings in the riparian habitat, blue oak woodland habitat, open grassland, or above Owens Creek. If roosting bats are present within the Project area during Project activities, the Project may affect this species. Direct effects could include vegetation removal, bridge removal, soil disturbance, and construction activities in areas that could support roosting bats. Noise associated with construction activities involving heavy equipment operation could disturb roosting bats if they are found to be using habitat near these activities. Vegetation removal could result in alteration of roosting and/or foraging habitat for bats. However, construction activities are not expected to disturb foraging pallid bats or other bat species, as these activities would not be conducted during dusk or dark when bats would be actively foraging.

Following Project construction, temporarily disturbed areas would be restored, and the Project area would continue to function as it does currently for bats. Therefore, the Project would not result in reduced habitat quality for roosting and foraging bats. Potential impacts to roosting bats would be avoided and minimized by implementation of **Mitigation Measures BIO-1 through BIO-3, BIO-7, BIO-8, and BIO-15**, described at the end of this impact discussion.

Potential Impacts to Special-status Fish Species

Suitable riverine habitat for hardhead (SSC) is present within the BSA. Owens Creek is a warm water stream with intermittent flow and pools, which provide suitable habitat for this species during portions of the year when water is present. The ephemeral drainage that is a tributary to Owens Creek is not potential habitat for this species. If hardhead is present within the Project area during Project

activities, the Project may directly affect this species. Direct effects could include crushing and other injuries resulting from contact with vehicles and other construction equipment; a reduction of prey or forage items caused by silting, fill placement, or spilling of oil or other chemicals; obstruction of movement corridors due to the presence of people, cofferdams, equipment, and topographic changes; displacement from the BSA due to the presence of people and equipment; and loss of shade from the removal of riparian vegetation, which could cause a potential slight increase in summer stream temperatures, and a potential decrease in food source and detritus associated with canopy cover. Short-term construction activity within the creek would be completed within a few months. The new bridge would not change the quality and function of the aquatic habitat provided by the creek. Therefore, the Project is not expected to alter habitat suitability for hardhead or other fish species from existing conditions.

Potential impacts to hardhead, and their habitat, would be avoided through **Mitigation Measures BIO-1 through BIO-5, BIO-7, BIO-11, BIO-12, and BIO-16**, described at the end of this impact discussion.

Impacts to special-status wildlife species would be ***less than significant with implementation of mitigation measures***.

Mitigation Measures:

Mitigation Measure BIO-1: Conduct Environmental Awareness Training

Before any work occurs in the Project area, including grading and equipment staging, all construction personnel shall participate in an environmental awareness training regarding special-status species and sensitive habitats present in the Project area. If new construction personnel are added to the Project, they must receive the mandatory training before starting work. The training shall be provided to all personnel and will discuss sensitive resources (i.e., aquatic resources, riparian habitat, special-status species and habitat, nesting birds/raptors) to be avoided during Project construction and lists applicable permit conditions identified by state and federal agencies to protect these resources.

Mitigation Measure BIO-2: Install Temporary Fencing

Final Project construction drawings will identify the locations of temporary fencing to exclude environmentally sensitive areas and resources from the work zone. Exclusion fencing will be established to confine access routes and construction areas to the minimum area necessary to complete construction and minimize the impact to California red-legged frog and foothill yellow-legged frog habitat; this goal includes locating access routes and construction areas outside of wetlands and riparian areas to the maximum extent practicable. Exclusion fencing will be installed along the riparian corridor to prevent potential dispersing California red-legged frogs and foothill yellow-legged frogs from entering the terrestrial work areas. The County shall ensure that temporary construction barrier fencing, silt fencing, and/or flagging is installed between the work area and environmentally sensitive habitat areas, before any ground-disturbing activity occurs

within the Project area, as appropriate. Construction personnel and construction activity shall avoid areas identified as environmentally sensitive. The fencing/flagging shall be checked regularly and maintained until all construction is complete. No construction activity shall be allowed until this condition is satisfied. Any required barrier or sediment fencing and a note reflecting this condition shall be shown on the final construction documents.

Mitigation Measure BIO-3: Restore Temporarily Disturbed Areas

Immediately after bridge construction is complete, all exposed soil shall be stabilized. Soil stabilization may include, but is not limited to, seeding with a native grass seed mix, planting native plants, and placement of rock. These areas will be properly protected from washout and erosion using appropriate erosion control devices including coir or jute netting, hydroseeding, and revegetation. No plastic monofilament materials shall be used aboveground.

Mitigation Measure BIO-4: Implement Water Quality Best Management Practices (BMPs)

Before any ground-disturbing activities, the County shall prepare and implement a SWPPP (as required under the State Water Resources Control Board (SWRCB) General Construction Permit Order 2009-0009-DWQ [and as amended by most current order(s)]) that includes erosion control measures and construction waste containment measures to ensure that waters of the State are protected during and after Project construction. The SWPPP shall include site design to minimize offsite stormwater runoff that might otherwise affect adjacent stream habitat.

The SWPPP shall be prepared with the following objectives: (a) to identify pollutant sources, including sources of sediment, that may affect the quality of storm water discharges from the construction of the proposed Project; (b) to identify BMPs to reduce or eliminate pollutants in stormwater discharges and authorized non-stormwater discharges from the Project during construction; (c) to outline and provide guidance for BMP monitoring; (d) to identify proposed Project discharge points and receiving waters; to address post-construction BMP implementation and monitoring; and (f) to address sedimentation, siltation, and turbidity.

The SWPPP will require BMPs including, but not limited to:

- Conduct ground disturbing activities adjacent to and within Owens Creek and the ephemeral drainage during the low-flow period (generally between June 1 and October 15).
- Install sediment fencing, fiber rolls, or other equivalent erosion and sediment control measures between the designated work area and Owens Creek and the ephemeral drainage, as necessary, to ensure that construction debris and sediment does not inadvertently enter the drainage. The County will also cover or otherwise stabilize all exposed soil 48 hours prior to potential precipitation events of greater than 0.5 inch.
- No refueling, storage, servicing, or maintenance of equipment shall take place within 100 feet of aquatic habitat.

- All machinery used during construction of the Project shall be properly maintained and cleaned to prevent spills and leaks that could contaminate soil or water.
- Any spills or leaks from construction equipment (i.e., fuel, oil, hydraulic fluid, and grease) shall be cleaned up in accordance with applicable local, state, and/or federal regulations.

Mitigation Measure BIO-5: Install Catchment Tarps Prior to any Work Activity to the Bridge

Prior to any bridge demolition, decommissioning, or work activity within the channel floodway embankments, catchment tarps, or a debris containment system will be installed to ensure all construction debris is caught and removed daily from the channel floodway.

Mitigation Measure BIO-6: Avoid the Spread of Invasive Plant Species

The following mitigation measures shall be implemented, as appropriate, to avoid the spreading of invasive plant species throughout the Project area during construction activities, particularly in riparian areas:

- All hay, straw, hay bales, straw bales, seed, mulch or other material used for erosion control or landscaping in the Project area shall be free of noxious weed seeds and propagules.
- All equipment brought to the Project area for construction shall be thoroughly cleaned of all dirt and vegetation prior to entering the site, to prevent importing noxious weeds.
- All material brought to the site, including rock, gravel, road base, sand, and topsoil, shall be free of noxious weed seeds and propagules.

Mitigation Measure BIO-7: Minimize Vegetation Removal

- The disturbance or removal of vegetation, especially riparian vegetation and native tree species, would not exceed the minimum necessary to complete the Project and would only occur within the defined work area. Precautions would be taken to avoid other damage to vegetation by people or equipment.
- Areas within the Project area where avoidance of impacts to riparian areas and native tree species is determined to be feasible will be protected during Project activities. These areas would be considered environmentally sensitive areas and exclusion fencing would be installed to ensure avoidance.
- No trees or riparian vegetation outside of the Project area would be removed. Exclusion fencing would be installed along the boundary of the Project area to ensure work is confined to the minimum area possible.

Mitigation Measure BIO-8: Monitor during Ground Disturbance and Vegetation Removal

A biologist will be present during initial ground disturbance, vegetation removal, and exclusion fencing installation and removal within the construction area. Vegetation less than 3 inches in diameter will be cleared by hand or small engine weedeaters or chainsaws. Small material or

grasses will be mowed close to ground with low impact rubber-tired tractors. Vegetation over 3 inches in diameter may require larger equipment such as telescoping chainsaws, hoe-mounted flail mowers, bucket machines to hoist crews and equipment, and climbing crews with chainsaws. The biological monitor must be a biologist with demonstrated knowledge of special-status invertebrate species, foothill yellow-legged frog, California red-legged frog, western spadefoot, and western pond turtle natural history, ecology and identifying characteristics, as well as demonstrated field experience identifying other amphibian and reptile species within the range of these listed species.

If any listed wildlife species (e.g., California red-legged frog, foothill yellow-legged frog) are observed in the Project work limits during construction, work will immediately stop, the species will be allowed to move out of harm's way on its own accord, and the USFWS and CDFW will be contacted within 24 hours. In the event that any life stage of California red-legged frog or foothill yellow-legged frog is present or has potential to be present, re-initiation of consultation with USFWS may be required.

Mitigation Measure BIO-9: Provide Escape Ramps or Cover Open Trenches

To avoid entrapment of wildlife, all excavated steep-walled holes or trenches more than 1 foot deep will be provided with one or more escape ramps constructed of earth fill or wooden planks at the end of each workday. If escape ramps cannot be provided, then holes or trenches will be covered with plywood or similar materials. Providing escape ramps or covering open trenches will prevent injury or mortality of wildlife resulting from falling into trenches and becoming trapped. The trenches will be thoroughly inspected for the presence of federally listed species at the beginning of each workday. Any species observed shall be allowed to voluntarily move outside of the work area on its own. If at any time a trapped listed animal is discovered, the approved biologist, or an on-site designee identified by the approved biologist, will immediately place escape ramps or other appropriate structures to allow the animal to escape.

Mitigation Measure BIO-10: Complete Preconstruction Surveys for Special-status Amphibian Species

A biologist shall conduct a survey no less than 7 days prior to the initiation of any ground disturbing activities within or adjacent to suitable habitat for foothill yellow-legged frog, California red-legged frog, western spadefoot, and other special-status aquatic species that have potential to occur in the BSA. This survey will comprise walking transects while conducting visual encounter surveys within areas that will be subject to staging, vegetation clearing, grubbing, grading, cut and fill, or other ground disturbing activities. The survey will include areas upstream and downstream of the BSA. All potential habitat features in the BSA, such as crevices, burrows and/or insulated ledges along waterways shall be inspected for signs of foothill yellow-legged frog, California red-legged frog, and western spadefoot usage to the maximum extent practicable.

Immediately prior to in-stream activities or installation of water diversion structures, and after the 7-day survey, a biologist shall conduct a follow-up survey for foothill yellow-legged frog, California red-legged frog, western spadefoot, and other special-status aquatic species that have potential to occur in the BSA. All potential habitat features in the BSA shall be inspected for special-status amphibian species, such as crevices, burrows and/or insulated ledges along waterways. If foothill yellow-legged frog, California red-legged frog, western spadefoot, and other special-status aquatic species that have potential to occur in the BSA are present (including their egg masses or tadpoles) in the immediate work area, then all work shall stop, and the appropriate agencies shall be notified. In the event of any life stage of California red-legged frog or foothill yellow-legged frog is present or has potential to be present, USFWS will be contacted, and re-initiation of consultation may be required. Any special-status species observed shall be allowed to voluntarily move outside of the work area on its own volition.

Non-listed and common aquatic species shall be captured and relocated out of the work area in a net or placed in buckets containing stream water and then moved directly to the nearest suitable habitat in the same branch of the creek. Suitable habitat shall be identified prior to capturing aquatic species to minimize holding time.

If egg masses or tadpoles of state-listed special-status aquatic species are detected during preconstruction surveys, no in-stream construction may commence until species have metamorphosed and moved out of the work area on its own volition. Once the biologist has determined that all listed aquatic species have moved out of the work area or been effectively relocated, barrier seines or exclusion fencing shall be installed to prevent amphibians from moving back in, as appropriate, and the work area will be dewatered, as necessary.

If any listed wildlife species (e.g., California red-legged frog, foothill yellow-legged frog) are observed in the Project work limits during construction, work will immediately stop, the species will be allowed to move out of harm's way on its own accord, and the USFWS and CDFW will be contacted within 24 hours.

Mitigation Measure BIO-11: Restrict In-stream Work to Low-flow Period

To minimize impacts of dewatering and construction on foothill yellow-legged frog, California red-legged frog, western pond turtle, and other resident aquatic species, limit in-creek construction activities to between June 1 and October 15, unless creek is dry or as otherwise specified by appropriate agencies. This window can be extended based on stream conditions, if approved in writing by regulatory agencies with jurisdiction. Work from the existing roadway, top of banks, and within falsework can occur year-round.

Mitigation Measure BIO-12: Monitor during Dewatering Activities

Appropriate temporary cofferdams shall be used to dewater the construction site and divert water through the Project area during the construction period to prevent impeding water flow through

the work area. When dewatering is required, a qualified biologist shall be present during the dewatering period to inspect and ensure that sensitive aquatic species will not be trapped within the temporary cofferdams and to monitor the construction site during aquatic species relocation and dewatering activities. If foothill yellow-legged frog or any other special-status aquatic species are found within the cofferdams, then all work shall stop, and the appropriate agencies shall be notified. Any species observed shall be allowed to voluntarily move outside of the work area on its own. All cofferdams shall be inspected and maintained on a daily basis to ensure its integrity for the duration of the work below the ordinary high water mark (OHWM) of the creek. Pumps used for dewatering shall have fish screens, as identified in Project permits, installed to minimize intake of fish and other aquatic species into pumps. Diversion structures shall be left in place until all in-stream work is completed.

At the completion of Project construction, the County/contractor shall remove from the streambed all materials used to maintain flow and divert water from the Project area during the construction period, including cofferdams, pipes, and filter fabric. Temporary culverts and all construction materials and debris shall be removed from the affected area prior to reestablishing flow and prior to the rainy season. A monitor shall be present during the removal of dewatering materials.

Mitigation Measure BIO-13: Conduct a Preconstruction Survey for Western Pond Turtle

A qualified biologist shall conduct a preconstruction clearance survey for western pond turtles within 48 hours prior to any ground disturbance within Owens Creek and within the Project area, as well as upstream and downstream from the Project area and up to 1,300 feet from the stream channel in undeveloped upland habitats where access permits. For surveys outside the Project area where access is not permitted, the surveying biologist shall use binoculars to scan upstream, downstream, and within uplands for western pond turtle. Any western pond turtles found within the construction work area shall be allowed to voluntarily move out of this area or shall be captured and held by a qualified biologist for the minimum amount of time necessary to release them into suitable aquatic habitat outside the construction work area. If a western pond turtle nest containing eggs or young is identified within the construction work area, the biologist shall consult with CDFW to determine an appropriate no-disturbance buffer to ensure avoidance of the nest.

Mitigation Measure BIO-14: Conduct a Preconstruction Nesting Migratory Bird and Raptor Survey

If construction or vegetation removal will occur during the breeding season for migratory birds and raptors (generally February through August), the County shall retain a qualified biologist to conduct a preconstruction nesting bird and raptor survey prior to the start of construction activities (including equipment staging). The preconstruction nesting bird and raptor surveys shall be conducted between February 1 and August 31 within suitable habitat within the designated Project area. Surveys for raptors' nests would also extend 1,250 feet from the Project area to ensure that nesting raptors are not affected by construction disturbances. For raptor surveys outside the Project area where property access has not been granted, the surveying biologist shall use binoculars to

scan any suitable nesting substrate for potential raptor nests. The preconstruction survey shall be conducted no more than 48 hours before the initiation of construction activities.

If an active bird or raptor nest is identified within the construction work area or an active raptor nest is identified within 1,250 feet from the construction work area, a no-disturbance buffer shall be established around the nest to avoid disturbance of the nesting birds or raptors until a qualified biologist determines that the young have fledged and are foraging on their own. The extent of these buffers shall be determined by the biologist (coordinating with CDFW) and shall depend on the species identified, level of noise or construction disturbance, line-of-sight between the nest and the disturbance, ambient levels of noise and other disturbances, and other topographic or artificial barriers. In addition to the establishment of buffers, other avoidance measures (determined during CDFW coordination) may include monitoring of the nest during construction and restricting the type of work that can be conducted near the nest site. If no active nests are found during the preconstruction surveys, then no additional mitigation is required.

If a lapse in construction activities for one week or longer occurs during the avian breeding season, another preconstruction survey would be performed prior to work re-initiation.

Mitigation Measure BIO-15: Conduct a Preconstruction Survey and Exclusion for Bats

To minimize impacts to roosting bats, humane eviction of bats from onsite roosting habitat (i.e., on-site trees with crevices or cavities suitable for roosting and the existing bridge) would be completed prior to removal. Eviction would be conducted during periods of dry weather and outside of the maternity season. The maternity season is approximately April 15 through September 1.

Bridge Roosting Habitat. Prior to the start of construction activities and outside of the maternity season, bat exclusion would be installed beneath the bridge by a qualified biologist or bat exclusion expert. Humane bat eviction would consist of daytime installation of one-way exits attached to the concrete that would permit bats to exit but not re-enter. After 4-10 days, or after a visual inspection shows that all bats have vacated the roosts, the one-way exits would be removed, and the entrances blocked securely to prevent bats from entering prior to demolition.

Tree Roosting Habitat. If construction is scheduled between April and September, before construction begins, a qualified biologist will survey for roosting bats prior to tree removal activities. The qualified biologist would survey trees and rocky outcrops within the Project area and identify any snags, hollow trees, or other trees with cavities that may provide suitable roosting habitat for bats. If no suitable roosting trees are found, construction may proceed. Trees containing suitable roosting habitat would be removed in two steps occurring over two consecutive days. On the first day, small limbs containing no cavity, crevice, or exfoliating bark would be removed using chainsaws only. On the second day, the remainder of the tree would be removed. If bats are found or evidence of use by bats is present, the qualified biologist will work with CDFW to implement measures to avoid or minimize disturbance to the colony.

Mitigation Measure BIO-16: Rescue Stranded Aquatic Life

All reasonable efforts shall be made to capture and move all stranded aquatic life observed in the dewatered areas. Capture methods may include fish landing nets, dip nets, buckets, and by hand. Captured aquatic life shall be released immediately downstream in Owens Creek or in the closest body of water. Efforts shall be made to reduce collecting and handling stress, minimize the time that animals are held in buckets, and minimize handling stress during processing and release. No employee or contractor shall remove any fish, dead or alive, from the site for personal use.

b. Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the CDFW or USFWS?

Valley foothill riparian vegetation community occupies the edge of Owens Creek and along the ephemeral drainage to the south of the existing bridge. Project construction would result in the removal of valley foothill riparian vegetation within the Project area. Although the Project has been sited to minimize impacts on riparian vegetation by limiting disturbance to the smallest work limits possible, Project construction would result in 0.040 acre of permanent impacts and 0.154 acre of temporary impacts to riparian vegetation. Several riparian trees would be removed to facilitate construction. Permanent impacts would occur from constructing a wider bridge structure and widening the bridge approaches. Temporary impacts would occur from vegetation clearing, grubbing, or trimming of tree canopy that would be required to provide construction crews and equipment access to Owens Creek.

Following Project completion, the riparian area would be restored to its existing grade. Temporary impact areas within riparian areas would be replanted with native riparian species, except for some small areas where rock slope protection (RSP) may be installed. The Project would convert a negligible amount of valley foothill riparian to transportation uses (i.e., road fill and RSP under the bridge), but the Project would not alter the quality and overall function of the Project riparian habitat from existing conditions.

The implementation of **Mitigation Measures BIO-1 through BIO-3, BIO-6 and BIO-7** would minimize impacts to riparian habitat.

Impacts to riparian habitat would be ***less than significant with implementation of mitigation measures***.

Mitigation Measures:

Mitigation Measure BIO-1: Conduct Environmental Awareness Training

Mitigation Measure BIO-2: Install Temporary Fencing

Mitigation Measure BIO-3: Restore Temporarily Disturbed Areas

Mitigation Measure BIO-6: Avoid the Spread of Invasive Plant Species

Mitigation Measure BIO-7: Minimize Vegetation Removal

c. Would the project have a substantial adverse effect on federally-protected wetlands as defined by Section 404 of the federal Clean Water Act (CWA; including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption or other means?

The Project area does not support federally protected wetlands but includes other waters of the U.S. and State, which are regulated by Section 404 of the CWA.

The aquatic resources delineation for the Project identified two aquatic features within the BSA—an intermittent creek (Owens Creek) and an ephemeral stream. Owens Creek would be considered a water of the U.S. and State because it has a well-defined OHWM and because water that flows within this stream drains to a navigable waterway. The ephemeral drainage would also be considered a water of the U.S. and State because it also exhibits a defined OHWM and drains into Owens Creek which drains into a navigable waterway.

Project construction activities would result in 0.003 acre of permanent impact and 0.038 acre of temporary impact to the intermittent stream (Owens Creek) and 0.010 acre of permanent impact and 0.010 acre of temporary impact to the ephemeral drainage. During construction, permanent impacts to Owens Creek would result from the installation of RSP under the new bridge and fill within the channel associated with construction of the replacement bridge and widening the roadway approaches. Permanent impact to the ephemeral drainage would result from the installation of the new culvert and rock revetment on the inlet and outlet of the new culvert. Temporary impact to Owens Creek and the ephemeral drainage would include disturbance by vegetation removal, removal of the existing bridge, removal of the existing culvert, and temporary water diversion. The water diversion system may include screened pumps, a temporary pipe network, siltation baffles, and installation of cofferdams in the form of water bladder, sheet piling, stacked sandbags, or clean rock/gravel with a plastic liner below and on the sides to route flow through and around the immediate work area, maintain dewatered conditions, and return flow to the downstream channel network without causing harm to biological resources or affecting water quality.

Additionally, earth moving adjacent to Owens Creek and the ephemeral drainage due to construction of the new bridge abutments could result in increased sediment loads, turbidity, and siltation into the stream. The accidental introduction of washwater, solvents, oil, cement, or other pollutants during construction could also harm the aquatic environment in Owens Creek and the ephemeral drainage.

Implementation of **Mitigation Measures BIO-1 through BIO-5** would minimize potential Project impacts to these aquatic features. Impacts would be ***less than significant with implementation of mitigation measures***.

Mitigation Measures:

Mitigation Measure BIO-1: Conduct Environmental Awareness Training

Mitigation Measure BIO-2: Install Temporary Fencing

Mitigation Measure BIO-3: Restore Temporarily Disturbed Areas

Mitigation Measure BIO-4: Implement Water Quality BMPs

Mitigation Measure BIO-5: Install Catchment Tarps Prior to any Work Activity to the Bridge

d. Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory corridors, or impede the use of native wildlife nursery sites?

Owens Creek, the ephemeral stream, and their associated riparian habitat have the potential to provide a migratory corridor for fish and wildlife species. As described under Question b, a small portion of the riparian habitat in the BSA would be temporarily and permanently impacted by Project activities. During Project construction, wildlife would be deterred from moving or dispersing through the Project area due to construction noise and human presence. Wildlife could continue to migrate through existing habitat adjacent to the Project area. It is anticipated that both Owens Creek and the ephemeral stream will be dry during the Project activities. However, if water is present, a water diversion would be installed with proper fish passage. The permanent impact to the riparian corridor and waterways would be negligible, the habitat would continue to provide a migratory corridor as it had prior to the Project, and there would be no other substantial change to conditions for dispersing or migrating species. Therefore, impacts would be ***less than significant***.

Mitigation Measures: None required.

e. Would the Project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

The Project is consistent with the following County General Plan goals, policies, and strategies (County of Mariposa 2006):

- Goal 11-1: Conserve the natural and scenic resources, and open space lands to protect and enhance the County's quality of life and character ensuring a viable economy.
- Policy 11-2d(1): Implement requirements for minimum building and grading setback lines from waters of the state (i.e., perennial streams and environmentally significant wetlands), that are adequate to protect stream riparian, and wetland resource values.

- Goal 11-4: Conserve and enhance the ecosystems, plant communities, wildlife habitats, and the inherent diversity of both plant and animal species for the recreational, commercial, aesthetic, and basic ecosystems needs.
- Policy 11-4a(2): Conserve the diversity of native ecosystems, plant communities, wildlife habitat, and plant and animal species in the County.

The Project would not conflict with local policies or ordinances protecting biological resources. There would be ***no impact.***

Mitigation Measures: None required.

f. Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

There are no adopted Habitat Conservation Plans, Natural Community Conservations Plans, or other approved local, regional, or state habitat conservation plans that overlap with the Project area. Therefore, the proposed Project would have ***no impact.***

Mitigation Measures: None required.

3.5 Cultural Resources

Would the Project:

Question	CEQA Determination
a) Cause a substantial adverse change in the significance of a historical resource pursuant to in §15064.5?	Less than Significant Impact with Mitigation Incorporated
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	Less than Significant Impact with Mitigation Incorporated
c) Disturb any human remains, including those interred outside of dedicated cemeteries?	Less than Significant Impact with Mitigation Incorporated

Environmental Setting

To identify the potential for cultural resources to be affected by the proposed Project, Area West Environmental (AWE) conducted archival records searches, assessed buried site sensitivity, and conducted a pedestrian survey and Extended Phase I (XPI) study of the Project area. Mariposa County contacted interested Native American parties and completed consultation with the Southern Sierra Mikuk Nation (SSMN), as discussed in Section 3.18 Tribal Cultural Resources.

The Central California Information Center (CCaIC) of the California Historical Resources Information System located at California State University, Stanislaus, in Turlock, California provided record search results on April 28, 2016 and July 2, 2021. The CCaIC search results identified two resources within the Project area and an additional 10 resources within the ½-mile search radius of the Project. Of the two resources within the Project area, one of these, the bridge itself has been determined by Caltrans to be a Category 5 bridge, not eligible for listing on the California or National Register of Historic Places (Caltrans 2012). The other is a prehistoric bedrock milling site found within the Project area.

An intensive pedestrian survey was conducted for the Project on June 29 and 30, 2021. During the pedestrian survey, prehistoric and historic resources were identified within or adjacent to the Area of Potential Effect (APE). The site sensitivity analysis indicates that there is a high potential for encountering surface and buried precontact archaeological resources in the APE. An XPI study was conducted on July 25 and 26, 2023 to determine: (1) whether or not a known site extends horizontally into the Project's Area of Direct Impact (ADI); and (2) if a subsurface deposit is associated with surface materials or features. During the XPI study, cultural materials were identified near the known site and within the Project's ADI (AWE 2024).

Impacts and Mitigation Measures

a. and b. Would the project cause a substantial adverse change in the significance of a historical resource as defined in §15064.5? Would the project cause a substantial adverse change in the significance of an archaeological resource as defined in §15064.5?

The known historical and archaeological resources in the Project area would be protected in their entirety from construction activities with the implementation of an Environmentally Sensitive Area (ESA) Action Plan. The ESA Action Plan includes fencing to protect known resources and procedures for worker training, construction monitoring, and inadvertent discovery during construction. If previously unidentified cultural materials are unearthed during construction, the contractor would halt work in that area until a qualified archaeologist can assess the significance of the find.

Impacts to historical resources and archaeological resources would be ***less than significant with implementation of mitigation measures***.

Mitigation Measures:

Mitigation Measure CUL-1: Worker Environmental Awareness and Cultural Respect Training

Prior to excavation or other subsurface disturbance activities, individuals conducting the work will be required to participate in Worker Environmental Awareness and Cultural Respect Training. Workers will be advised to watch for cultural resource materials, including evidence of pre-contact cultural resources (freshwater shells, beads, bone tool remnants or an assortment of bones, soil changes including subsurface ash lens or soil darker "midden" in color than surrounding soil, lithic materials such as flakes, tools or grinding rocks, etc.), or historic-era cultural resources (adobe foundations or walls, structures and remains with square nails, refuse deposits or bottle dumps, often associated with wells or old privies).

Mitigation Measure CUL-2: Tribal Monitoring during Construction

A Tribal monitor will be present during all ground excavation activities. The Contractor will coordinate with SSMN to schedule the Tribal monitor.

Mitigation Measure CUL-3: Procedures for Inadvertent Discovery of Cultural Resources

If previously unidentified cultural materials are unearthed during construction, work will be halted within 60 feet of the find until a qualified archaeologist can assess the significance of the find, in coordination with the Tribal monitor when the find contains potential pre-historic resources. Mariposa County and Caltrans will be notified of the potential find, and the County will retain an on-call archaeologist for the duration of ground-disturbing construction activities to assess finds. If resource is determined to be significant, the archaeologist shall work with the County, Caltrans, and (if applicable) the Tribe to develop and implement appropriate procedures to protect the integrity of the resource.

Mitigation Measure CUL-4: Environmentally Sensitive Area Fencing

Access to environmentally sensitive areas will be barred using temporary orange plastic fencing to protect designated sites. The ESAs will be clearly delineated on construction plans and noted

for avoidance. Qualified archaeological and biological consultants under the supervision of Caltrans, will monitor the installation of ESA fencing. The ESAs will be fenced off (Temporary Fencing [Type ESA]) and will be posted as an ESA. No construction or associated activities (e.g., parking, equipment storage) shall take place within the ESAs. During construction, the County Project Manager, archaeological consultant, and Tribal monitor will periodically inspect the ESAs to confirm that no construction activities have encroached on the site area. After construction, the archaeological consultant will monitor the removal of ESA fencing.

c. Would the project disturb any human remains, including those interred outside of formal cemeteries?

No human remains have been previously encountered in the vicinity of the proposed Project. However, this does not preclude the potential for discovering buried human remains during ground disturbance associated with construction of the proposed Project. Although unlikely, if human remains are discovered during proposed Project construction, California Health and Safety Code regulations shall be followed, as required by law. Potential impacts resulting from disturbance of human remains during Project construction are considered ***less than significant impact with mitigation incorporated.***

Mitigation Measures:

Mitigation Measure CUL-5: Procedures for Human Remains

If human remains, associated grave goods, or sacred objects are encountered during excavation, the following protocols will be strictly adhered to:

- Provisions of state and local law applicable to the intentional excavation and the inadvertent discovery of human remains or cultural items on non-federal lands will be complied with pursuant to the provisions of the California Health and Safety Code (Sections 7050.5-7054.1, and 8100) and the Public Resources Code (Sections 5097.90-99)
- The Principal Investigator shall immediately notify the Native American Monitor, Caltrans District 10 PQS Sarah Luce, a Mariposa County Representative, and the Mariposa County Coroner.
- If the remains are considered to be Native American, the Native American Heritage Commission (NAHC) will be notified. The NAHC will notify the Most Likely Descendant (MLD)
- Potentially damaging excavation activities within 100 feet of the remains will be stopped immediately.
- Treatment and repatriation of human remains will be conducted in consultation with the MLD.

3.6 Energy

Would the Project:

Question	CEQA Determination
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during Project construction or operation?	Less than Significant Impact
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	No Impact

Environmental Setting

The proposed Project is a bridge replacement project. Energy would be consumed during the construction phase in the form of diesel or gasoline fuel consumption for construction equipment and vehicles. No changes to operational energy consumption would occur.

Impacts and Mitigation Measures

a. Would the project result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

During construction, the proposed Project would require the use of construction vehicles to deliver construction personnel and materials to the site, complete grading, construct the abutments, and install the new bridge and roadway overlay. Construction would be temporary. Construction vehicles would be properly maintained, and it is reasonable to assume that the construction contractor would avoid wasteful or unnecessary fuel consumption to reduce construction costs and waste. Therefore, the proposed Project would not involve the wasteful, inefficient, or unnecessary consumption of energy resources during construction. This impact would be considered ***less than significant***.

During Project operation, the proposed Project would retain its existing use as a transportation facility and would not include changes to the roadway capacity. Therefore, the proposed Project is not expected to cause any operational change in the number of vehicle miles traveled and would not lead to inefficient or unnecessary consumption of energy resources. There would be ***no impact*** due to operational conditions.

Mitigation Measures: None required.

b. Would the project conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

The proposed Project is a transportation project and does not include any energy-consuming features. Therefore, the proposed Project would not conflict with renewable energy or energy efficiency policies and would have ***no impact***.

Mitigation Measures: None required.

3.7 Geology and Soils

Would the Project:

Question	CEQA Determination
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving: (i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	No Impact
(ii) Strong seismic ground shaking?	No Impact
(iii) Seismic-related ground failure, including liquefaction?	No Impact
(iv) Landslides?	No Impact
b) Result in substantial soil erosion or the loss of topsoil?	Less than Significant Impact with Mitigation Incorporated
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the Project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	No Impact
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	No Impact
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	No Impact
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	Less than Significant Impact

Environmental Setting

The proposed Project is located in the southwestern portion of Mariposa County, California, within the physiographic unit referred to as the Sierra Nevada Geomorphic Province, near the western boundary with the Great Valley Province. The Sierra Nevada province has a high, rugged eastern face with a gentle western slope under sediments of the Great Valley, a trough in which sediments have been deposited almost continuously since the Jurassic Period (about 160 million years ago). The metamorphic bedrock contains gold-bearing veins (CDOC 2002). Mariposa County is home to the southern extremity of the Mother Lode, the name given to a region of the western Sierra Nevada with extensive gold deposits that led to the Gold Rush of 1849.

The area of the Project is mapped as gabbroic rock of the Mesozoic Era (lower Jurassic to upper Cretaceous Age). The gabbroic rocks are exposed in outcrops northwest and southeast of the existing bridge. The rock is also exposed along the west edge of the existing bridge north abutment and east edge of the south abutment. Probing within the channel sediment seems to indicate bedrock is likely within a depth of two feet, where not exposed (Quincy Engineering 2016).

Two soil map units are present within the BSA (Figure 9 and Table 6; [NRCS 2021]). One soil map unit, loamy alluvial land, is included on the National Hydric Soil List (NRCS 2021).

Table 6. Soils within the Biological Study Area

Mapping Unit[a]	Mapping Unit Symbol	Drainage	Landform	Hydric Soils Components of Mapping Unit	Hydric Criteria[b]	Percent of BSA
Blasingame-Las Posas rocky loams, 15 to 50 percent slopes	BlF	Well drained	Hills	None	N/A	68.6%
Loamy alluvial land	LdC	Well drained	Alluvial fans	Unnamed-wet Unnamed-flooded	3 4	31.4%

[a] NRCS. 2021. Web Soil Survey. Available online: http://websoilsurvey.nrcs.usda.gov/app/. Website accessed August 2021

[b] Hydric Criteria Code:

1. Soils in Aquic suborders, great groups, or subgroups, Albolls suborder, Historthels great group, Histoturbels great group, Pachic subgroups, or Cumulic subgroups that:
   a) Based on the range of characteristics for the soil series, will at least in part meet one or more Field Indicators of Hydric Soils in the United States, or
   b) Show evidence that the soil meets the definition of a hydric soil.
2. Soils that are frequently ponded for long or very long duration during the growing season.
   a) Based on the range of characteristics for the soil series, will at least in part meet one or more Field Indicators of Hydric Soils in the United States, or
   b) Show evidence that the soil meets the definition of a hydric soil.
3. Map unit components that are frequently flooded for long duration or very long duration during the growing season that:
   a) Based on the range of characteristics for the soil series, will at least in part meet one or more Field Indicators of Hydric Soils in the United States, or
   b) Show evidence that the soil meets the definition of a hydric soil.

Source: NRCS 2021

Geologic maps imply an extension of the Bear Mountain fault about 1.7 miles southwest of the Project and indicate the Melones Fault Zone is about 7.9 miles northeast of the Project. Both of these faults are indicated as Pre-Quaternary Faults and are not considered to be active. The Project area is not located within an Alquist-Priolo Earthquake Fault Zone.

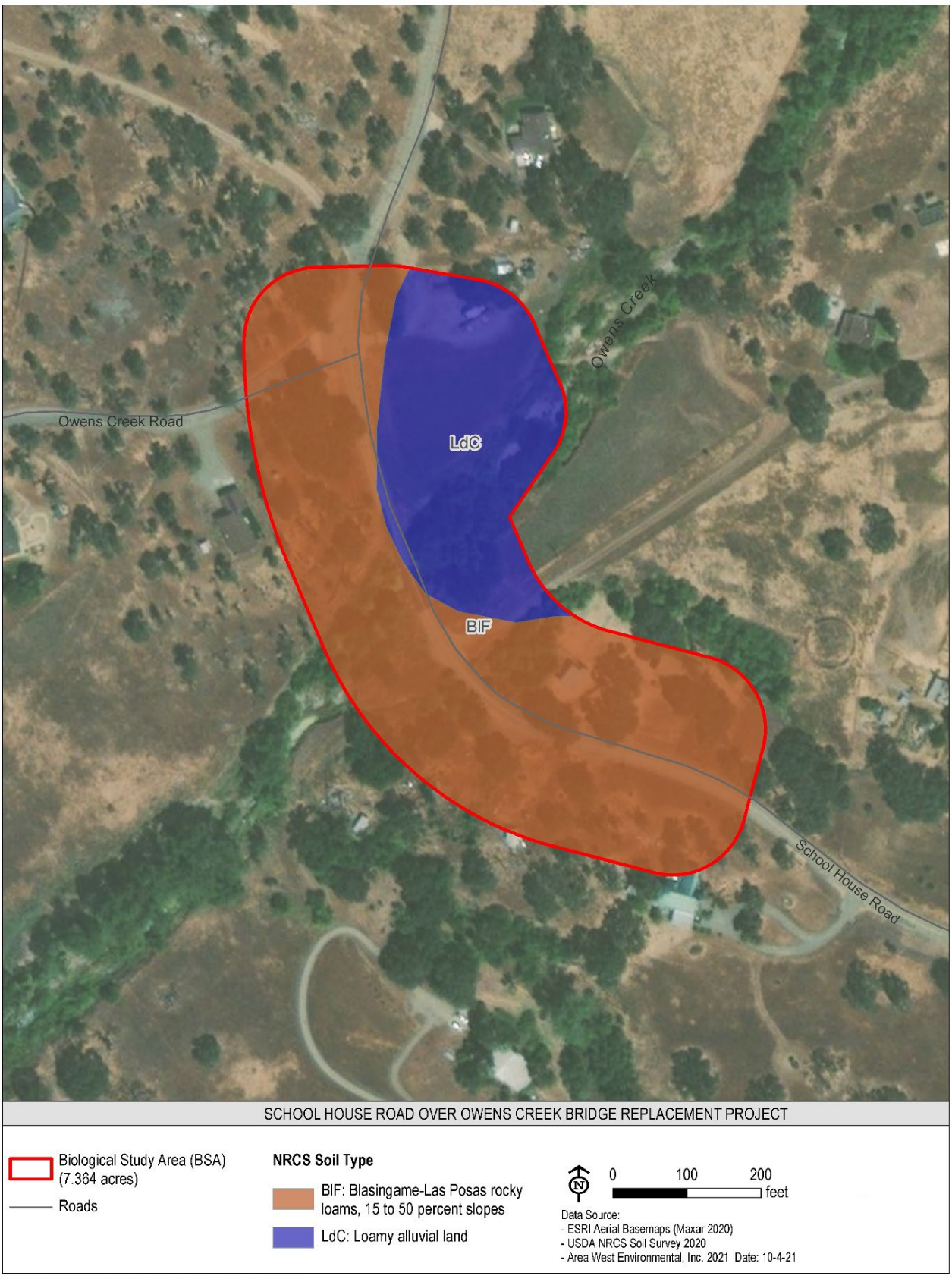

Figure 9. Soils Mapped within the Biological Study Area

Impacts and Mitigation Measures

a, (i)-(iv). Would the project expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving: rupture of a known earthquake fault; strong seismic ground shaking; seismic-related ground failure, including liquefaction; or landslides?

The Project area is not within an active fault zone, and the potential for secondary seismic-related effects such as liquefaction, lateral spreading, surface fault rupture, settlement, and slope instability do not constitute hazard at this Project area (Quincy Engineering 2016). The Project would not expose people or structures to additional risk associated with seismic activity or liquefaction. In addition, implementation of the proposed Project would adhere to construction recommendations in the Caltrans Design Manual, Caltrans Seismic Design Criteria, Caltrans Bridge Design Specification, and the current design parameters of the Structural Engineers of California Uniform Building Code. The Project would have ***no impact***.

Mitigation Measures: None required.

b. Would the project result in substantial soil erosion or the loss of topsoil?

Soils in the Project area have a moderate erosion potential (NRCS 2021). Construction of the proposed Project would involve site grading and earthmoving activities, which would expose soils at the site and could result in soil erosion. Soil erosion and topsoil loss would be limited by implementing standard construction practices and BMPs for erosion and sediment control, consistent with Caltrans Standard Specifications and through implementation of **Mitigation Measure BIO-3**. Because erosion control BMPs would be implemented, the proposed Project has limited potential to result in substantial soil erosion or loss of topsoil. This impact would be considered ***less than significant with mitigation incorporation.***

Mitigation Measures: BIO-3 and BIO-4 (See Section 3.4, Biological Resources).

Mitigation Measure BIO-3: Restore Temporarily Disturbed Areas

Mitigation Measure BIO-4: Implement Water Quality BMPs

c. Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?

The proposed Project area is not located within an active fault zone or active liquefaction zone. The Project is not located on a geologic unit or soil that is unstable or that would become unstable as a result of the proposed Project. The Caltrans Bridge Design Specifications require an assessment of the existing onsite soils and the proposed Project would be constructed following the recommendations in the Caltrans Design Manual. The proposed Project would have ***no impact.***

Mitigation Measures: None required.

d. Would the project be located on expansive soils, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?

Soils in the proposed Project area are classified by the NRCS as loam or clay loam to a depth of 36 to 60 inches (NRCS 2021). Although the majority of soils in Mariposa County have low to moderate shrink-swell potential (expansivity), the Las Posas Clay series has a high shrink-swell potential (Mariposa County 2006) and constitute up to 25 percent of the Blasingame-Las Posas soils (NRCS 2021). The Project would improve bridge safety compared to existing conditions; it would not create substantial risks to life and property or construct new housing on expansive soils. The Project would not create a new substantial risk to life or property; it would have ***no impact***.

Mitigation Measures: None required.

e. Would the proposed project have soils incapable of adequately supporting the use of septic tanks or alternate wastewater disposal systems where sewers are not available for the disposal of wastewater?

No septic tanks or alternative wastewater disposal systems are proposed as part of the Project. There would be ***no impact.***

Mitigation Measures: None required.

f. Would the proposed project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Significant nonrenewable vertebrate and invertebrate fossils have been documented throughout California. The fossil yielding potential of a particular area is highly dependent on the geologic age and origin of the underlying rocks. The sediments within the Project area, except in areas of artificial fill, have a potential to contain paleontological resources. If previously unidentified paleontological resources are unearthed during construction, the contractor would follow Caltrans' policy that work be halted in that area until a qualified specialist can assess the significance of the find. Therefore, the Project would have a ***less than significant impact*** on paleontological resources.

Mitigation Measures: None required. The following standard measure, consistent with Caltrans standard policy for unanticipated paleontological resource discoveries, is recommended.

***Mitigation Measure GEO-1*: Protect Discovered Paleontological Resources.** If any evidence of paleontological resources is inadvertently unearthed during construction, all work will cease within 50-feet of the discovery, the County will be notified, and a qualified paleontologist shall be consulted to assess the significance of the resources and recommend appropriate conservation measures.

3.8 Greenhouse Gas Emissions

Would the Project:

Question	CEQA Determination
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	Less than Significant Impact
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	No Impact

Environmental Setting

Greenhouse gases (GHGs) have the potential to adversely affect the environment because such emissions contribute, on a cumulative basis, to global climate change. In turn, global climate change has the potential to result in rising sea levels, which can inundate low-lying areas; reduce snowpack, leading to less overall water storage in the Sierra Nevada; affect rainfall, leading to changes in water supply, increased frequency and severity of droughts, and increased wildfire risk; and affect habitat and agricultural land, leading to adverse effects on biological and agricultural resources. The State of California and MCAPCD have not identified quantitative thresholds of significance for GHGs. The San Joaquin Valley Air Pollution Control District (SJVAPCD), located to the west of the Project, has recommended GHG Best Performance Standards to be implemented to reduce GHG emissions from individual projects (SJVAPCD 2009). The SJVAPD identifies Best Performance Standards for land use development projects and stationary sources; the SJVAPCD does not have an adopted recommended GHG threshold for construction-related GHG emissions.

Impacts and Mitigation Measures

a. Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant effect on the environment?

Replacement of the School House Road Bridge would not result in long-term increases in vehicle trips in the area. A short-term increase in vehicle emissions may result from construction activities associated with the proposed Project, including grading, construction of the new bridge, demolition of the old bridge, and longer local vehicle trips during road closure and detour. Due to the scale and nature of construction activities, the short-term construction-generated GHG emissions would not result in a significant individual or cumulative contribution to GHG emissions. Therefore, this impact would be considered ***less than significant***.

Mitigation Measures: None required.

b. Would the project conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases?

California legislation has been adopted to address GHG impacts and set goals for GHG emissions reductions state-wide. These include AB 32, Senate Bill 97, and Senate Bill 375. After AB 32 was adopted, the Governor's Office of Planning and Research (OPR) published a Technical Advisory *CEQA and Climate Change: Addressing Climate Change Through CEQA Review* (OPR 2008). Additionally, the nearby SJVAPCD has adopted a Climate Change Action Plan, and prepared guidance for CEQA analysis of GHG emissions in their *Final Staff Report: Addressing Greenhouse Gas Emissions Impacts under the California Environmental Quality Act* (SJVAPCD 2009). The Project does not increase operational GHG emissions and does not impede regional goals for reducing GHG emissions. The Project would not conflict with any applicable plan, policy, or regulation adopted for the purpose of reducing GHG emissions. Therefore, there would be ***no impact***.

Mitigation Measures: None required.

3.9 Hazards and Hazardous Materials

Would the Project:

Question	CEQA Determination
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	Less than Significant Impact
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	Less than Significant Impact with Mitigation Incorporated
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	No Impact
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	No Impact
e) For a Project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the Project result in a safety hazard or excessive noise for people residing or working in the Project area?	No Impact
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	Less than Significant Impact
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	Less than Significant Impact

Environmental Setting

The following information regarding the Project area and potential impacts related to hazardous materials is taken from the Phase I Initial Site Assessment (ISA) prepared by Kleinfelder for the proposed Project (Kleinfelder 2023).

A review of Environmental Data Resources (EDR) Database Record, and California Department of Toxic Substances Control and State Water Quality Control Board databases, found no active site records within 1,000 feet of the Project. Recognized environmental conditions (RECs) are present in the Project vicinity. A REC is the presence or likely presence of hazardous substances or petroleum substances in or on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, groundwater, or surface water of the property.

The bridge and roadway may contain hazardous materials such as lead-based paint (LBP) and asbestos containing materials (ACM). Vehicle emissions through operational use can be a source of aerially deposited lead (ADL) from vehicle exhaust. Wood used as guardrail support posts may have been treated with wood preserving chemicals.

The ISA (Kleinfelder 2023) identifies the following potential RECs within the Project vicinity:

- Potential LBP and ACM within the bridge materials;
- Potential wood preserving chemicals such as chromated arsenic, copper naphthenate, or pentachlorophenol within wood posts;
- Potential LBP from yellow traffic striping;
- Potential for ADL from vehicle emissions in shallow soil adjacent to the roadway around the Project area; and
- Potential ACM associated with underground utilities.

In addition, construction activities would include the use of equipment that would use fuels (gasoline and diesel), oil, lubricants, and cleaning solvents. The routine use of these hazardous materials could result in accidental inadvertent releases of small quantities of hazardous materials, which could adversely affect construction workers or the environment.

The Catheys Valley Preschool, and a public school, Sierra Foothill Charter School are located at 4952 School House Road, approximately ½-mile north of the Project area. The nearest public school is Mariposa Elementary School, located on Jones Street in Mariposa, more than 8 miles northeast of the Project area. The proposed Project is not located within 2 miles of a public or public use airport or in the vicinity or a private air strip. The nearest airport is the Mariposa-Yosemite Airport, located more than 7 miles northeast of the Project.

Impacts and Mitigation Measures

a. Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

The proposed Project would not involve the routine transport, use, or disposal of hazardous materials once the Project becomes operational.

During construction, Caltrans Standard Specifications would be implemented to prevent spills or leaks from construction equipment and from storage of fuels, lubricants, and solvents. All aspects of Project construction associated with removal, storage, transportation, and disposal of hazardous materials would be done in accordance with the appropriate California Health and Safety Code. Handling of hazardous materials would comply with Caltrans Standard Specifications section 14-11, Hazardous Waste and Contamination, which outlines handling, storage, and disposal of hazardous waste. Therefore, the Project impact would be ***less than significant***.

Mitigation Measures: None required.

b. Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

During construction, the Project has the potential to encounter hazardous substances (potential RECs) as described above. Due to the age of the bridge, there is potential for LBP and ACM within the bridge structure. If LBP or ACM are present, lead abatement or asbestos removal would be required prior to bridge demolition. Also, roadway improvements may require the removal of yellow traffic striping, which may contain LBP. Sampling, removal, and disposal would be consistent with Caltrans Standard Specifications and Standard Special Provisions.

To evaluate potential ADL from the historical use of leaded gasoline in the surface and near-surface soils within the Project footprint, soil sampling for total lead would be completed before construction. If ADL is present, construction activities involving ground disturbance would require a Lead Compliance Plan consistent with Caltrans Standard Special Provisions.

Sampling of the wood used as guardrail support posts on the bridge for the presence of wood-preserving chemicals is recommended prior to demolition. Treated wood waste would be handled and disposed of consistent with Caltrans Standard Special Provisions.

Since the Project has the potential to encounter hazardous substances during construction, this impact is considered ***less than significant with mitigation incorporated.***

Mitigation Measures:

Mitigation Measure HAZ-1: Conduct Phase II Soil and Materials Sampling and Implement Contamination Removal Activities as Needed

Materials sampling for ACM and LBP on the bridge and for wood-preserving chemicals on the wood posts shall be completed before demolition. A workplan to conduct a Phase II site assessment shall be submitted to the County for review and approval prior to field activities. Analytical results from soil and materials samples obtained during Phase II screening will be compared to state and federal standards to evaluate reuse and/or disposal requirements for contaminated soils and materials. The Project will implement Caltrans Standard Specifications and Standard Special Provisions for sampling, removal, and disposal of contaminated soils and materials, as well as treated wood waste.

Mitigation Measure HAZ-2: Implement Lead Compliance Plan

If sampling determines elevated lead levels in soils or materials, the Contractor shall prepare and implement a project-specific Lead Compliance Plan (8 CCR 1532.1, the "Lead in Construction" standard) to reduce worker exposure to lead-impacted soil and lead-containing paint. The plan would include protocols for environmental and personnel monitoring, requirements for personal protective equipment, other health and safety protocols and procedures for the handling of lead-

impacted soil, and requirements for disposal of lead-containing paint in traffic striping and on the existing bridge. The plan would be consistent with Caltrans Standard Special Provisions for removal of LBP from structures and traffic striping.

Mitigation Measure HAZ-3: Implement Asbestos Compliance Plan

If sampling determines ACM on the bridge, the Contractor shall prepare and implement an Asbestos Compliance Plan consistent with Caltrans Standard Special Provisions.

c. Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within ¼ mile of an existing or proposed school?

There are no existing or proposed schools located within ¼ mile of the proposed Project. In addition, the Project would not have hazardous emissions or handle hazardous materials, substances, or waste during operation. Therefore, there would be ***no impact***.

Mitigation Measures: None required.

d. Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code §65962.5 and, as a result, would it create a significant hazard to the public or to the environment?

The proposed Project is not located on a site which is included on a list of hazardous materials sites. Therefore, there would be ***no impact***.

Mitigation Measures: None required.

e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or a public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?

The Project is not located within an airport land use plan area or within 2 miles of a public airport or public use airport. No Project components, including construction equipment, would reach heights or have the potential to pose a safety hazard to airport operations. Further, the Project would not generate excessive noise that would impact people residing or working adjacent to the Project, as discussed in Section 3.13. Therefore, there would be ***no impact***.

Mitigation Measures: None required.

f. Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

During construction, all traffic across the bridge would be rerouted via a detour. The anticipated detour length is approximately 5 miles, and the anticipated travel duration is approximately 7 minutes. Emergency Services would be notified of the road closures and would be updated with the status of the Project. School House Road is not part of an adopted emergency response plan or

emergency evacuation plan. In addition, the Project would not conflict with the Mariposa County Emergency Operations Plan (County of Mariposa 2018). Implementation of the Project is considered to have a beneficial effect on local emergency response efforts as it would address the existing bridge's narrow width and better serve the local population in the event of an evacuation. Therefore, the Project impact would be ***less than significant***. See also Sections 3.15 Public Services and 3.17 Transportation.

Mitigation Measures: None required.

g. Would the project expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?

During construction, equipment may be used that has the potential to increase the risk of wildfire. However, construction crews would be equipped with standard incipient stage fire suppression equipment such as fire extinguishers and shovels. Professional fire services are stationed nearby and would be contacted immediately in the event of a fire. The Project does not have permanent components that would expose people or structures to risk of loss, injury, or death involving wildland fires. The proposed Project would not expose people or structures to increased wildland fire risks. Therefore, Project impacts would be ***less than significant***. See Section 3.20 Wildfire for more information.

Mitigation Measures: None required.

3.10 Hydrology and Water Quality

Would the Project:

Question	CEQA Determination
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	Less than Significant Impact
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such the Project may impede sustainable groundwater management of the basin?	No Impact
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would: (i) result in substantial erosion or siltation on- or off-site;	Less than Significant Impact
(ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;	Less than Significant Impact
(iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	Less than Significant Impact
(iv) impede or redirect flood flows?	Less than Significant Impact
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to Project inundation?	No Impact
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	No Impact

Environmental Setting

A Water Quality Technical Memorandum (AWE 2022) and a Floodplain Evaluation Technical Memorandum (WRECO 2023) were completed for the proposed Project and are summarized in this section. As described in the Biological Resources section, the aquatic resources delineation for the Project identified two aquatic features — an intermittent stream (Owens Creek) and an ephemeral drainage tributary to Owens Creek. Owens Creek is an intermittent stream within the Project area; it originates in the foothills of Mariposa County east of the Project and travels west towards the Central Valley before eventually connecting to Deep Slough and then to the San Joaquin River via Bear Creek. Owens Creek is approximately 21.6 miles long. Based on an examination of aerial imagery, Owens Creek does not contain water year-round and dries during the early summer. Owens Creek is mapped as an intermittent riverine channel on the National Wetlands Inventory Mapper (USFWS 2021). The Project is in the Owens Creek watershed (USGS Hydrologic Unit Code [HUC] 1804000117) and the Upper Owens Creek sub-watershed (HUC 180400011702). Owens Creek belongs to the Middle San Joaquin-Lower Chowchilla sub-basin (HUC 18040001) within the San Joaquin River Basin.

Owens Creek is not located within a California Department of Water Resources designated groundwater basin. The nearest designated groundwater basin is the small Yosemite Valley

Groundwater Basin located northeast of Owens Creek. Most of Mariposa County's groundwater supplies originate from hard rock wells in the plutonic granites of the Sierra Nevada. The County's groundwater flow is governed by the granitic terrain of the overall landscape. The overlying soil mantle thereby acts as a filtration and containment system, facilitating percolation and subsequent recharge in the fissure crack system, and serving as a temporary water reservoir. Groundwater resources in some parts of the Catheys Valley planning area have been found to contain elevated levels of nitrates in the upper 50 to 100 feet of the water bearing unit, which has been attributed to historic turkey ranches (County of Mariposa 2006).

The rivers and streams within Mariposa County have high water quality with generally low total dissolved solids (TDS) loads. During flood events and times of elevated flows, TDS and suspended solid levels can increase, and activities such as timber harvest, grazing, and/or mining could be sources of pollutants that impact water quality. Owens Creek is not listed on the CWA Section 303(d) List for any pollutants (Central Valley Regional Water Quality Control Board [CVRWQCB] 2018).

The Project is not within the boundary of the 100-year floodplain for Owens Creek as indicated by the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM; FEMA 2016).

Impacts and Mitigation Measures

a. Would the project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?

The proposed Project includes ground disturbance that would expose soil and could result in accelerated erosion, which could affect water quality in downstream water bodies by increasing turbidity and/or sedimentation. The proposed Project could also result in the degradation of water quality from runoff of petroleum-based products associated with equipment and vehicles used during construction. Improper handling, storage, or disposal of fuels and materials or improper cleaning of machinery could cause surface water and groundwater quality degradation. Should it be necessary, a temporary diversion system may be utilized to isolate and dewater the work area. Installation of the temporary diversion system could result in a temporary increase in turbidity. Dewatering discharge could result in an adverse effect to water quality if the effluent contains chemical pollutants or high levels of sediment. While sediment is the primary pollutant of concern, all dewatering effluents such as nitrogen, oil and grease, total petroleum hydrocarbons, and sulfides could impact water quality. Large construction equipment may compress and compact soil within the Project work area, which could lead to a reduction in permeability and an increase in site runoff.

Implementation of standard erosion and sediment control practices, as described in Measure BIO-4, would minimize these potential impacts and ensure that the proposed Project does not violate

water quality standards or waste discharge requirements. BMPs prevent discharge of soil or construction wastes or debris, including contaminants from construction materials, tools, and equipment. Standard BMPs may include, but are not limited to, installing sediment fencing, fiber rolls, or other erosion and sediment control measures between the designated work area and aquatic features; stabilizing all exposed soil prior to potential precipitation events; and using vehicle tracking control. Therefore, the proposed Project impact would be ***less than significant.***

> **Mitigation Measures:** Although not required, the following measure would further reduce this less-than-significant impact.

Mitigation Measure BIO-4: **Implement Water Quality BMPs**

b. Would the project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

Water for construction-related activities (e.g., dust control and concrete washout) would be brought in by the contractor and on-site groundwater would not be used. There would be an increase in impervious surface area by approximately 0.15 acre due to the wider bridge and roadway approaches. Though the Project would increase the amount of impervious surface, this change is negligible and would not affect local groundwater levels. The proposed Project is not expected to interfere with groundwater recharge in the Project area. Therefore, the proposed Project would have ***no impact*** on groundwater resources.

> **Mitigation Measures:** None required.

c(i), (ii), (iii), (iv)). Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would: result in substantial erosion or siltation on- or off-site, substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site, create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff, or impede or redirect flood flows?

The proposed Project would not substantially alter the existing drainage pattern of the site in a manner that would result in significant erosion, siltation, or flooding on- or off-site. The negligible expansion of impervious surfaces would not increase the rate or volume of surface water. The proposed Project would not create or contribute runoff water that would exceed the capacity of stormwater drainage systems or provide additional sources of polluted runoff. In addition, Caltrans Standard Special Provisions and BMPs would further minimize erosion, siltation, and the potential discharge of polluted runoff on- or offsite.

The Floodplain Evaluation Technical Memorandum (WRECO 2023) performed a hydrologic assessment of the Project to determine the design flows. The hydraulic analyses were performed

for the existing and proposed conditions. The existing bridge does not meet the Caltrans/FHWA design criteria for 100-year and 50-year discharge and has a history of overtopping. Because of the larger hydraulic clearance between the abutment faces of the proposed bridge compared to the existing bridge, the proposed bridge would reduce the backwater effect upstream of the bridge. The proposed action would not significantly modify the characteristics of the existing 100-year floodplain.

For these reasons, the potential impacts of the proposed Project resulting from altered drainage patterns is ***less than significant.***

Mitigation Measures: None required.

d. Would the project, in flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?

The proposed Project is not within the boundary of the 100-year flood hazard area and does not include any features that would release pollutants or expose people and property to flooding in the event of inundation. There is no risk of tsunami or seiche at this inland location. Therefore, the Project would have ***no impact***.

Mitigation Measures: None required.

e. Would the project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

A Water Quality Technical Memorandum (AWE 2022) was completed for the proposed Project to evaluate potential Project impacts to water quality, including compliance with the San Joaquin River Basin Water Quality Control Plan. The proposed Project would not conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan. The proposed Project would have ***no impact***.

Mitigation Measures: None required.

3.11 Land Use and Planning

Would the Project:

Question	CEQA Determination
a) Physically divide an established community?	No Impact
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	No Impact

Environmental Setting

The proposed Project is located within Mariposa County and is governed by the County of Mariposa General Plan (2006) and the Catheys Valley Community Plan (CV Plan) (County of Mariposa 2012) with the goal of preserving rural character of the community through managed growth. One of the mechanisms to manage growth in the CV Plan is to maintain residential land uses along School House Road.

School House Road is a narrow paved rural road that connects rural unincorporated residents to the community of Catheys Valley and the regional transportation network (SR 140). The Project area is located approximately 0.70 miles east of SR 140, with surrounding land uses consisting of scattered low density residential, livestock grazing, and open space. Adjoining properties are zoned as Mountain Home (MH) (Figure 7) and are predominantly undeveloped, wooded lands.

Currently, the County ROW is an approximately 60-foot-wide corridor centered on School House Road. Temporary construction easements would be needed from adjacent properties for access and staging during construction (Table 2). As stated in the Project Description, the Project would replace an existing box culvert under the road south of the existing bridge. This culvert must be replaced to accommodate the wider approach roadway. Permanent ROW may be required from adjacent properties to accommodate earthwork for the southern bridge approach and around the culvert. Depending on final design, ROW acquisition may not be required, and locations of potential ROW acquisition may become TCE (Table 3).

Impacts and Mitigation Measures

a and b. Would the project physically divide an established community; conflict with any applicable land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

The proposed Project would replace an existing bridge along an already established transportation corridor. While small amounts of new ROW, adjacent to the existing bridge, would be required to accommodate the new bridge, the proposed Project would not physically divide an established community. The Project has been designed to minimize ROW acquisition outside the County's roadway easement to the extent possible. The sliver acquisition(s) would not substantially change

existing land uses or conflict with zoning regulation and land use policies. The proposed Project would not conflict with the CV Plan's mechanism to manage growth by maintaining residential land uses along School House Road.

The proposed Project would comply with the County's goals, policies, and strategies with regards to public roads and surrounding planned land use development. Namely, the Project would comply with the following Mariposa County General Plan (County of Mariposa 2006) Transportation Element policies and goals:

- Goal 5-1: Maintain the rural character of Mariposa County.
- Goal 9-1: All development shall have safe and adequate access.
- Policy 9-1a: Level of Service shall be used as a measure of capacity for major collector and arterial roads.
- Policy 9-1e(1): Adopt comprehensive standards for all County roadways.
- Goal 9-9: Maintain quality emergency service delivery.
- Goal 11-1: Conserve the natural and scenic resources, and open space lands to protect and enhance the County's quality of life and character ensuring a viable economy.
- Goal 11-2: Protect and manage the use of Mariposa County's limited water resources.
- Policy 11-2d(1): Implement requirements for minimum building and grading setback lines from waters of the state (i.e., perennial streams and environmentally significant wetlands), that are adequate to protect stream riparian, and wetland resource values.
- Goal 11-4: Conserve and enhance the ecosystems, plant communities, wildlife habitats, and the inherent diversity of both plant and animal species for the recreational, commercial, aesthetic, and basic ecosystems needs.
- Policy 11-4a(2): Conserve the diversity of native ecosystems, plant communities, wildlife habitat, and plant and animal species in the County.
- Goal 11-5: Avoid erosion and loss of soils due to development activities.
- Policy 11-5a: Minimize impacts of grading activities.

The Project would comply with all applicable zoning requirements and regulations and is consistent with General Plan development and transportation policies. Therefore, there would be ***no impact***.

Mitigation Measures: None required.

3.12 Mineral Resources

Would the Project:

Question	CEQA Determination
a) Physically divide an established community?	No Impact
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	No Impact

Environmental Setting

The California Surface Mining and Reclamation Act (SMARA) was enacted in 1975 with the purpose of identifying where economically significant mineral deposits occur. Special emphasis has been given to the study of construction aggregate because it is the state's most important mineral commodity.

Mariposa County is home to the southern extent of the Mother Lode, a gold vein that runs along the western Sierra Nevada Mountain range. In 1849, gold was discovered in Mariposa County at Agua Fria (Wood 1954), which is about 7 miles northeast of the Project area. With the exception of sand and gravel extraction and processing, most mines in Mariposa County are now closed or only intermittently active. The Project area is located near the historic Cathey mining district. In the Cathey mining district, placer-mining occurred during the Gold Rush period, and lode mining shortly thereafter (1850). Primary mines consisted of Francis, Moore Hill, and Rich, which were last worked in the 1930s (County of Mariposa 2006). There are no mines or quarries within the Project vicinity.

Impacts and Mitigation Measures

a and b. Would the project result in the loss of availability of a known mineral resource that would be of future value to the region and the residents of the State; or result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?

The Project would not result in the loss of availability of a known mineral resource or locally important mineral resource recovery site. There are no known mineral resources associated with the proposed Project area. No mineral extraction activities exist in the Project area and mineral extraction is not included as a part of the proposed Project. There would be ***no impact.***

Mitigation Measures: None required.

3.13 Noise

Would the Project result in:

Question	CEQA Determination
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the Project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	Less than Significant Impact
b) Generation of excessive groundborne vibration or groundborne noise levels?	Less than Significant Impact
c) For a Project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the Project expose people residing or working in the Project area to excessive noise levels?	No Impact

Environmental Setting

Land uses surrounding the proposed Project consist of scattered low density residential uses, livestock grazing, and open space. As such, the existing noise environment in the immediate Project vicinity is dominated by farming/residential maintenance equipment, sporadic vehicle traffic along School House Road, farm animals, and birds. The rural lifestyle found in Mariposa County results in a noise environment which is typically well below 55 A-weighted decibels (dBA) (County of Mariposa 2006).

Some land uses are considered more sensitive to ambient noise levels than others because of the amount of noise exposure and the types of activities typically involved for those uses. Residences, schools, daycares, rest homes, hospitals, and churches are generally more sensitive to noise than commercial and industrial land uses. The areas surrounding the Project include several residential homes. The nearest occupied residences are located approximately 115 feet, or more, from the Project work limits.

There are no State or federal standards that specifically address construction noise. Additionally, the Mariposa County General Plan does not specifically limit hours during which construction may occur. However, Caltrans Standard Specifications include specifications for the control of noise and vibration associated with construction activities. Caltrans Standard Specifications, Section 14-8.02, Noise Control, requires that noise from constructions activities not exceed 86 dBA maximum sound level (L_{max}) at 50 feet from the job site between the hours of 9:00 p.m. and 6:00 a.m. (Caltrans 2023).

Mariposa County does not have established performance standards regarding groundborne vibration levels from construction activities. However, the Mariposa County General Plan Noise Element does include Implementation Measure 15.1a(3) which requires the County to implement standards that will reduce vibration from construction activities to a level that is less than perceptible at adjacent property lines. Additionally, Caltrans has developed vibration criteria based

on potential structural damage risks and human annoyance. The criteria apply to continuous vibration sources, which include vehicle traffic and most construction activities. All damage criteria for buildings are in terms of ground motion at buildings' foundation (Caltrans 2020).

A Noise Study (AMBIENT 2024) was completed by AMBIENT Air Quality and Noise Consulting (AMBIENT). A summary of the report findings is presented here.

Impacts and Mitigation Measures

a and b. Would the Project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies; or generation of excessive groundborne vibration or groundborne noise levels?

The Project corridor is along School House Road, a rural road that creates background noise levels for nearby residences. Operation of the Project would not change road capacity, move travel lanes substantially closer to any sensitive receptor, or permanently increase ambient noise levels in the Project vicinity. Therefore, there would be no long-term or permanent impact to ambient noise levels.

During construction of the Project, noise from construction activities may intermittently dominate the noise environment in the immediate area of construction. Construction noise levels vary on a day-to-day basis. Using typical noise levels associated with constructed equipment (FHWA 2008), intermittent noise levels could reach levels up to approximately 85.0 dBA L_{max} for brief periods of time (AMBIENT 2024). Actual noise levels would vary depending on various factors, including the type and number of pieces of equipment used and duration of use.

In comparison to ambient daytime noise levels, construction-generated noise levels would be intermittently detectable to nearby sensitive receptors. The Mariposa County General Plan Noise Element identifies 60 dBA as an acceptable exposure limit for land use type in the Project vicinity. Noise generated during construction may exceed these levels, but construction is expected to be of limited duration and would occur during normal daytime working hours. Noise associated with construction would be controlled by Caltrans Standard Specification 86 dBA at 50 feet from a project from 9:00 p.m. to 6:00 a.m. in residential areas.

Construction-related groundborne vibration levels associated with the proposed Project would be largely associated with the operation of off-road equipment (e.g., vibratory rollers, bulldozers, trucks, and jackhammers). The use of pile drivers is not anticipated for this Project. Groundborne vibration levels at nearby structures would not exceed the commonly applied criteria for structural damage (AMBIENT 2024).

Therefore, the Project would have a temporary impact that is ***less than significant***.

Mitigation Measures: None required. The following measure, consistent with Caltrans standard noise policy, is recommended.

Mitigation Measure NOISE-1: Implement Construction Noise Reduction Measures

Noise-generating construction activities shall conform to the provisions in Section 14-8.02, "Noise Control," of the Caltrans Standard Specifications. This policy requires the following mandatory noise abatement measures:

- Per Caltrans Section 14-8.02 Noise Control, do not exceed 86 dBA L_{max} at 50 feet from the job site activities from 9:00 p.m. to 6:00 a.m.

In addition to compliance with the measures listed above, implementing the following recommended measures also would help minimize temporary construction noise impacts:

- Internal combustion engines shall be equipped with a muffler of a type recommended by the manufacturer.
- Portable/stationary equipment (e.g., generators, compressors) shall be located at the furthest distance from the nearby sensitive receptors.
- Construction equipment and haul trucks should be turned off when not in use.

c. For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing in or working in the project area to excessive noise levels?

The Project is not located within the vicinity of a private airstrip or an airport land use plan area or within 2 miles of a public airport or public use airport. The nearest airport is the Mariposa-Yosemite Airport, located more than 8 miles northeast of the Project. Therefore, there would be ***no impact***.

Mitigation Measures: None required.

3.14 Population and Housing

Would the Project:

Question	CEQA Determination
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	No Impact
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	No Impact

Environmental Setting

The Land Use Designations in the Project vicinity are scattered low density residential, livestock grazing, and open space; see Section 3.11 Land Use and Planning for more information. Mariposa County had a population of 17,131 people in 2020 (U.S. Census Bureau 2021). Mariposa County experienced a decrease in population since the 2010 census when a population of 18,251 was reported, for an annual average decrease of -0.6 percent. The Project is located within census tract 1.02, which has a population of 2,570 people and 1,245 total housing units, with 78 percent of residential units being single family units. The Project is located in an area designated as Catheys Valley, which is the sixth largest community in the county, with Mariposa, Yosemite Valley, Bootjack, Lake Don Pedro, and Midpines having larger populations (County of Mariposa 2012).

Impacts and Mitigation Measures

a. Would the project induce substantial population growth in an area either directly (e.g., by proposing new homes and businesses) or indirectly (e.g., through extension of roads or other infrastructure)?

The Project would not directly or indirectly induce population growth because it does not increase the capacity of School House Road, remove barriers to future growth, or increase population or housing growth (or demand for new housing, utilities, or public services). The replacement bridge would more efficiently and safely accommodate existing traffic volumes. The Project would not induce substantial population growth. Therefore, there would be ***no impact.***

Mitigation Measures: None required.

b. Would the project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere; or displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?

The proposed Project would not require the displacement of existing housing or the construction of replacement housing. Permanent ROW may be required from adjacent properties to

accommodate earthwork for the southern bridge approach and around the culvert. No residences or businesses would be displaced by the acquisition of ROW. Therefore, there would be ***no impact.***

Mitigation Measures: None required.

3.15 Public Services

Question	CEQA Determination
a) Would the Project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services: Fire protection?	Less than Significant Impact with Mitigation Incorporated
Police protection?	Less than Significant Impact with Mitigation Incorporated
Schools?	Less than Significant Impact with Mitigation Incorporated
Parks?	No Impact
Other public facilities?	No Impact

Environmental Setting

Two fire stations are located in the Project vicinity; a California Department of Forestry and Fire Protection (CalFire) station is located at 2203 SR 140, approximately 1.5 miles southwest of the Project, and Mariposa County's Catheys Valley Fire Company #23 is located at 2820 SR 140, approximately 1.6 miles northeast of the Project. Police services are provided by the Mariposa County Sheriff located in Mariposa, about 13 miles northeast of the Project. Medical service providers are also located in Mariposa. A preschool, Catheys Valley Preschool, and a public school, Sierra Foothill Charter School, are both located at 4952 School House Road, approximately ½-mile northwest of the Project area. The nearest park to the Project is the Catheys Valley County Park, located at 2820 SR 140, approximately 1.6 miles northeast of the Project.

Impacts and Mitigation Measures

a. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for fire protection, police protection, schools, parks, or other public facilities?

The Project is a bridge replacement project and is not capacity increasing. It would not result in the substantial alteration of government facilities, such as fire and police protection, schools, parks, or other public facilities, nor trigger the need for new government facilities or alter the demand for public services The proposed Project would not result in the need for new or altered government facilities.

During construction, all traffic across the bridge would be rerouted via a detour. The anticipated detour length is approximately 5 miles, and the anticipated travel duration is approximately 7 minutes. Emergency Services would be notified in advance of the road closure and would be updated with the status of the Project. Response times are not expected to substantially increase due to the roadway closure.

This detour would affect families with students who attend Sierra Foothill Charter School or Catheys Valley Preschool and live on the opposite side of the road closure from the school. Bus service for the Mariposa County Unified School District (MCUSD) would also be affected by the road closure. Ms. Wendy Hagen, secretary for the transportation department at MCUSD, indicated that existing school bus stops on School House Road would be moved to the intersections of School House Road with Old Highway Road and SR 140 because a school bus would not be able to turn around on the narrow rural road. Contingent on enrollment at time of construction, alternative options may be needed for Special Education students that require drop off and pick up at their residence. Enrollment for the following school year is typically determined in August.

With advanced notification of the road closure, and availability of alternative routes during construction, the Project would not adversely affect emergency services and response times. Traffic control systems and detour signage would comply with state standards. Therefore, the Project impact would be ***less than significant with mitigation incorporation*** on emergency response providers and schools. The Project would have ***no impact*** on other public services and facilities such as parks.

Implementation of the Project may have a beneficial effect to local emergency response efforts as it would address the existing bridge's narrow width and better serve the local population in the event of an evacuation.

Mitigation Measures: The following transportation mitigation measure, described in Section 3.17 Transportation, is recommended.

Mitigation Measure TRA-1: Traffic Management Plan and Notification of Detour.

3.16 Recreation

Question	CEQA Determination
a) Would the Project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	No Impact
b) Does the Project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	No Impact

Environmental Setting

School House Road does not provide access to local or regional parks. There are no public parks or recreational facilities in the immediate vicinity of the Project. The nearest park or recreational facility is Catheys Valley County Park, located at 2820 SR 140, approximately 1.6 miles northeast of the Project. Owens Creek is not known to be a fishing destination.

Impacts and Mitigation Measures

a and b. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated; or include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?

The proposed Project would not increase the use of any recreational facilities and does not include recreational facilities. The Project would not result in changes in recreation or require the construction of new recreational facilities. Therefore, the Project would have ***no impact***.

Mitigation Measures: None required.

3.17 Transportation

Would the Project:

Question	CEQA Determination
a) Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	No Impact
b) Would the Project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?	Less than Significant Impact
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	No Impact
d) Result in inadequate emergency access?	Less than Significant Impact with Mitigation Incorporated

Environmental Setting

School House Road in the Project area is classified as a minor collector road. School House Road is a narrow paved rural road that connects rural residents to the Community of Catheys Valley and the regional transportation network (SR 140). School House Road is identified as part of Catheys Valley's major road system (County of Mariposa 2012). The latest Caltrans Bridge Inspection Report (2022) lists the ADT on School House Road as 380 (2004) with a future ADT estimated at 843 (2040) vehicles per day.

The Project would require School House Road to be closed to through traffic during construction. Therefore, during construction, a temporary detour would be utilized. The detour length is approximately 5 miles, and the anticipated travel duration is approximately 7 minutes (Figure 6). Residents to the west of the Project would utilize School House Road to access SR 140. Residents to the east of the Project area would travel east on School House Road to Old Highway Road then west to SR 140. Signage would be placed along SR 140, Old Highway Road, Cornetts Entrance Road, and School House Road warning the travelling public about the road closure. As previously mentioned, this detour would remain for the duration of Project construction. The closure of School House Road during construction would be communicated in advance to emergency response officials, MCUSD transportation department, and local residents.

Impacts and Mitigation Measures

a. Would the project conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?

Implementation of the proposed Project would more efficiently and safely accommodate existing traffic volumes on School House Road and improve road width for pedestrians and cyclists. The proposed Project would not conflict with federal transportation programs or the Circulation Element of the Mariposa County General Plan. Therefore, the Project would have ***no impact.***

Mitigation Measures: None required.

b. Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?

The proposed Project does not include the development of any new residential uses or include other land development that would directly induce additional population growth or affect vehicle miles travelled (VMT) by residents or visitors within the area. Construction activities would be expected to result in a negligible temporary increase in vehicle trips to the Project area by construction personnel and a temporary increase in VMT for local travelers using the detour. The proposed Project is consistent with CEQA Guidelines §15064.3(b) in that transportation projects that reduce or have less than significant impact on vehicle miles traveled should be presumed to cause a less than significant transportation impact. Therefore, this impact is considered ***less than significant***.

Mitigation Measures: None required.

c. Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

The purpose of the proposed Project is to remove a potentially hazardous feature, a "Functionally Obsolete" bridge. The Project would not increase hazards because of a geometric design feature or incompatible use. The proposed Project would have ***no impact***.

Mitigation Measures: None required.

d. Would the project result in inadequate emergency access?

Construction of the Project would require the temporary detour of School House Road vehicle traffic at the Project area during the construction period, temporarily affecting local traffic accessing the neighborhood. Residential traffic would be routed around the Project area as shown in Figure 6. A TMP would be implemented as part of Caltrans Standard Specifications and would minimize traveler delays and maintain residential circulation and access along School House Road during construction. Emergency services would be notified of the road closures and would be updated with the status of the Project. Response times are not expected to substantially increase due to the roadway closure. The detour may affect response times to the residential properties along the south side of the bridge. Response times to other portions of the area would not be affected. With advanced notification of the road closure, and availability of alternative routes during construction, the Project would not adversely affect emergency services and response times. The Project impact on emergency access and response times would be ***less than significant with mitigation***, consistent with Caltrans Standard Specifications for traffic control during construction.

Mitigation Measures:

Mitigation Measure TRA-1: Traffic Management Plan and Notification of Detour.

A Traffic Management Plan (TMP) would be prepared by the contractor and approved by the County prior to the beginning of construction and in consultation with the appropriate agencies. The TMP would provide advance notice to travelers of the upcoming Project and road closure and identify alternative routes for emergency and medical vehicles associated with essential services. Notifications and instructions for rapid response or evacuation in the event of an emergency would be provided.

- Emergency service providers and the MCUSD transportation department shall be notified in advance of construction activities, informed of the full road closure, and provided details of detour routes during construction.
- Traffic detours shall be announced to residents and roadway users well in advance of construction and closure of the bridge.
- Traffic detour signage shall be installed before construction begins and throughout construction so that drivers can avoid the Project area entirely.

3.18 Tribal Cultural Resources

Would the Project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

Question	CEQA Determination
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or	Less than Significant Impact with Mitigation Incorporated
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	Less than Significant Impact with Mitigation Incorporated

Environmental Setting

The NAHC was contacted, and they reported that no recorded Sacred Land was within or adjacent to the Project. The NAHC also provided a list of Native American contacts. Letters to the Native American contacts were sent on March 22, 2022. Follow up calls and emails were sent to Native American contacts on April 21, 2022. Due to a change in contact information, the consultation process was re-initiated by email with the SSMN on September 30, 2022. A response was received on October 3, 2022, and a virtual introductory meeting took place on November 1, 2022. A site visit was held on March 1, 2023, but the SSMN representative was not able to attend due to illness, so a summary of the site visit between Caltrans and AWE cultural staff was sent via email. During the March 1, 2023, site visit, an XPI study was recommended, and SSMN concurred with the subsurface testing approach via email.

Coordination between AWE and SSMN to discuss the XPI plan and need for a Tribal monitor took place via email between March and July 2023. On July 25 and 26, 2023, a SSMN Tribal monitor was present to monitor the XPI study. After the XPI testing, SSMN and Caltrans were presented preliminary XPI results. Based on the XPI results and sensitivity of the area, SSMN concurred with proposed mitigation measures including the recommendation for Tribal monitoring during construction.

No additional responses have been received by other Native American contacts to date.

Impacts and Mitigation Measures

a, b. Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is Listed or eligible for listing in the California Register of Historical Resources, or

in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or a resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

A Tribal cultural resource site extends within the APE. In reviewing resource locations from the CaCIC record search, there are other Tribal cultural resource sites along Owens Creek outside of the APE. The Tribal cultural resources in the APE would be protected in its entirety from construction activities with the implementation of an ESA Action Plan.

Additionally, the site sensitivity analysis indicates that there is a high potential for encountering buried Tribal cultural resources during construction. The proposed Project could result in a potentially significant impact on Tribal cultural resources. Implementation of resource avoidance measures provided in **Mitigation Measures CUL-1 through CUL-5** would reduce the impact to less than significant. The proposed Project would have a ***less than significant impact with mitigation incorporated.***

Mitigation Measures: The following mitigation measures, described in Section 3.5 Cultural Resources, would reduce this impact to a less than significant level.

***Mitigation Measure CUL-1*: Worker Environmental Awareness and Cultural Respect Training.**

***Mitigation Measure CUL-2*: Tribal Monitoring during Construction.**

***Mitigation Measure CUL-3*: Procedures for Inadvertant Discovery of Cultural Resources.**

***Mitigation Measure CUL-4*: Environmental Sensitive Area Fencing.**

***Mitigation Measure CUL-5*: Procedures for Human Remains.**

3.19 Utilities and Service Systems

Would the Project:

Question	CEQA Determination
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	No Impact
b) Have sufficient water supplies available to serve the Project and reasonably foreseeable future development during normal, dry and multiple dry years?	No Impact
c) Result in a determination by the wastewater treatment provider which serves or may serve the Project that it has adequate capacity to serve the Project's projected demand in addition to the provider's existing commitments?	No Impact
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	Less than Significant Impact
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	Less than Significant Impact

Environmental Setting

Catheys Valley faces many of the same challenges as Mariposa County as a whole, related to the delivery of infrastructure and community services. The County has limited abilities to provide public facilities and services. This is particularly true with delivery of domestic water and treatment of wastewater. Large distances between service connections and topographic variation contribute to very high cost associated with developing a public water or wastewater treatment system for the area (County of Mariposa 2012). Most development in the County must provide for its own water and wastewater treatment through on-site means or small, private communal systems. Private utilities carry electricity, gas, and communications within the County (County of Mariposa 2006).

Impacts and Mitigation Measures

a. Would the project require or result in the relocation or construction of new or expanded water, wastewater treatment, or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?

The Project would not require or result in the construction of new or expanded water, wastewater treatment, electrical power, or natural gas facilities. The Project is not anticipated to require utility relocations. Therefore, there would be ***no impact***.

Mitigation Measures: None required.

b, c. Would the project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years; result in a determination by the wastewater treatment provider that serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

The Project would not require water supplies to serve the Project. The Project would not require the services of a wastewater treatment provider. During construction, pursuant to California Code of Regulations (sec. 1526), portable toilets would be provided for construction workers. Therefore, there would be ***no impact***.

Mitigation Measures: None required.

d, e. Would the project generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals; comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

The Project would not require the services of a landfill where the Project would affect its capacity. All construction-related waste would be properly disposed of, or recycled, at an approved facility in compliance with both Caltrans Standard Specification 14-11, and Hazards and Hazardous Materials (Section 3.9) **Mitigation Measures HAZ-1 through HAZ-3**, and the requirements of the facility to which the construction-related waste is hauled. Construction-related activities would comply with all federal, state, and local management and reduction statutes and regulations related to solid waste. Construction activities would generate solid waste that may require off-site disposal. Therefore, construction-related impacts on solid waste services would be ***less than significant***.

Mitigation Measures: None required.

3.20 Wildfire

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the Project:

Question	CEQA Determination
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	Less than Significant Impact
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose Project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	No Impact
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	No Impact
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	No Impact

Environmental Setting

In the Project area, fire response is provided by two fire stations as described in Section 3.15 Public Services. The County's overall transportation network relies heavily on private roads, many of which are single-access and are not suitable for a coordinated mass evacuation under fast-moving events such as wildfires. The Mariposa County Community Wildfire Protection Plan (Mariposa CWPP) (County of Mariposa 2021) Land Use and Development and Critical Infrastructure sections include policies regarding critical infrastructure maintenance.

The Project is located within a High Fire Hazard Severity Zone within a California State Responsible Area (CalFire 2022). Fire Hazard Severity Zones are classified as Moderate, High, or Very High by CalFire based on the factors that influence fire likelihood and fire behavior, such as fire history, existing and potential fuel (natural vegetation), predicted flame length, blowing embers, terrain, and typical fire weather for the area. The area west on CA-140 is of Moderate Severity while to the east towards the Community of Mariposa is of Very High Fire Hazard Severity. Notable recent fires in the vicinity of the Project area would be the 2017 Detwiler Fire, which reached 2.66 miles east of the Project area. This fire evacuated the Community of Mariposa and destroyed 131 structures and 63 homes (Mariposa CWPP 2021).

Impacts and Mitigation Measures

a. Substantially impair an adopted emergency response plan or emergency evacuation plan?

During construction, all traffic across the bridge would be rerouted via a detour. Temporary traffic detours and associated delays may occur during construction which could result in reduced response times for emergency responders. However, all emergency responders, transit agencies, and local residents would be notified of the construction work and road closure. School House

Road is not part of an adopted emergency response plan or emergency evacuation plan. In addition, the Project would not conflict with the Mariposa County Emergency Operations Plan (County of Mariposa 2018). Implementation of the Project would have a beneficial effect to local emergency response efforts as it would address the existing bridge's narrow width and better serve the local population in the event of an evacuation. Therefore, impacts would be ***less than significant***.

Mitigation Measures: None required.

b., c., and d. Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire? Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment? Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

The proposed Project would not exacerbate wildfire risk, nor would it require the installation of new associated infrastructure that would exacerbate fire risk, expose residents to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire. Further, the Project would not expose people or structure to significant risks for flooding or landslides. Therefore, there would be ***no impact***.

Mitigation Measures: None required.

3.21 Mandatory Findings of Significance

Question	CEQA Determination
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	Less than Significant Impact with Mitigation Incorporation
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	Less than Significant Impact
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	Less than Significant Impact

Impacts and Mitigation Measures

a. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

As described previously in this IS/MND, implementation of mitigation measures identified in the Biological Resources section would ensure that proposed Project implementation would not substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, or reduce the number or restrict the range of rare or endangered plants or animals. Furthermore, mitigation measures identified in the Cultural Resources section would ensure that the proposed Project would not significantly affect previously undiscovered resources or eliminate important examples of the major periods of California history or prehistory.

Given the existing conditions of the Project area, the fact that potential impacts to biological and cultural resources would occur during construction, and that measures have been identified to reduce these temporary impacts, the overall potential of the proposed Project to degrade the environment is considered ***less than significant with mitigation***.

b. Does the project have impacts that are individually limited, but cumulatively considerable?

Section 15064(h)(1) of CEQA Guidelines states that the lead agency shall consider whether the cumulative impact is significant, and the incremental effects of the project are cumulatively considerable. The lead agency may determine that a project's incremental contribution would be

less-than-cumulatively considerable when one or more of the following occur: 1) the contribution would be rendered less-than-cumulatively considerable through implementation of mitigation measures; 2) the project would comply with the requirements of a previously approved plan or mitigation program that provides specific requirements that would avoid or substantially lessen the project's cumulative effects; and/or 3) the project's incremental effects would be so small that the environmental conditions would be essentially the same regardless of whether the project is implemented.

Past, present, and reasonably foreseeable future projects in the vicinity of the proposed Project include two proposed housing development projects on SR 140: the Vallecito's project would construct 22 single-family houses and four commercial lots on the southeast side of SR 140, immediately north of School House Road; and, the Major Subdivision Application No. 2009-052, JCS Capital Resources project would construct 26 single-family houses northeast of the Vallecito's project. Potential impacts associated with the proposed Project are primarily short-term (construction-related) and shall be mitigated to less-than-significant levels. Long-term incremental effects of the proposed Project are so small that local environmental conditions (e.g., traffic, noise, air quality) would be essentially the same regardless of whether the project is implemented. Any future development project in the Project vicinity would be subject to the same laws and regulations as the proposed Project. Therefore, the proposed Project's incremental contribution to cumulative conditions would be less-than-cumulatively considerable. The Project would have ***less than significant*** cumulative impact.

c. Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?

Potential adverse effects to human beings could occur as a result of construction activities. Potential impacts would include temporary increases in noise and traffic detours. These impacts would be short-term and would cease upon completion of the construction process. Potential adverse effects on human beings as a result of the proposed Project are considered ***less than significant***.

4.0 List of Preparers

The Draft IS/MND for the proposed Project was prepared by Area West Environmental, Inc. in cooperation with Mariposa County. The following individuals contributed to this IS/MND.

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Appendix A. Mitigation Monitoring and Reporting Program

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Appendix A. Mitigation Monitoring and Reporting Program

Introduction

This mitigation monitoring and reporting program summarizes identified mitigation measures, implementation schedule, and responsible parties for the School House Road over Owens Creek bridge Replacement Project (Project). The County of Mariposa (County) will use this mitigation monitoring and reporting program to ensure that identified mitigation measures, adopted as a condition of project approval, are implemented appropriately. This monitoring program meets the requirements of CEQA Guidelines Section 14074(d), which mandates preparation of monitoring provisions for the implementation of mitigation assigned as part of project approval or adoption.

Mitigation Implementation and Monitoring

The County will be responsible for monitoring the implementation of mitigation measures designed to minimize impacts associated with the proposed Project. While the County has ultimate responsibility for ensuring implementation, others may be assigned the responsibility of actually implementing the mitigation. The County will retain the primary responsibility for ensuring that the proposed Project meets the requirements of this mitigation plan and other permit conditions imposed by participating regulatory agencies.

The County will designate specific personnel who will be responsible for monitoring implementation of the mitigation that will occur during Project construction. The designated personnel will be responsible for submitting documentation and reports to the County on a schedule consistent with the mitigation measures and in a manner necessary for demonstrating compliance with mitigation requirements. The County will confirm that the designated personnel have authority to require implementation of mitigation requirements and will be capable of terminating project construction activities found to be inconsistent with mitigation objectives or project approval conditions.

The County and its appointed contractor will also be responsible for ensuring that its construction personnel understand their responsibilities for adhering to the performance requirements of the mitigation plan and other contractual requirements related to the implementation of mitigation as part of Project construction. In addition to the prescribed mitigation measures, the following table lists each environmental resource area being affected, the party responsible for implementation of the mitigation measure, and the corresponding monitoring and reporting requirement.

Mitigation Enforcement

The County will be responsible for enforcing mitigation measures. If alternative measures are identified that would be equally effective in mitigating the identified impacts, implementation of these alternative measures will not occur until agreed upon by the County.

Final Mitigation Monitoring and Reporting Program				
Impact Area	**Mitigation Measure**	**Responsible Party**	**Implementation Timing**	**Monitoring Activity**
Biological Resources	***Mitigation Measure BIO-1:*** **Conduct Environmental Awareness Training.** Before any work occurs in the Project area, including grading and equipment staging, all construction personnel shall participate in an environmental awareness training regarding special-status species and sensitive habitats present in the Project limits. If new construction personnel are added to the Project, they must receive the mandatory training before starting work. The training shall be provided to all personnel and will discuss sensitive resources (i.e., aquatic resources, riparian habitat, special-status species and habitat, nesting birds/raptors) to be avoided during Project construction and lists applicable permit conditions identified by state and federal agencies to protect these resources.	Qualified Biologist and Contractor	Prior to and during construction	Contractor will submit WEAT sign-in sheets to the County. The County will confirm completion of WEAT at the onset of construction activities.
Biological Resources	***Mitigation Measure BIO-2*****: Install Temporary Fencing.** Before any work occurs in the Project area, including grading and equipment staging, all construction personnel shall participate in an environmental awareness training regarding special-status species and sensitive habitats present in the Project limits. If new construction personnel are added to the Project, they must receive the mandatory training before starting work. The training shall be provided to all personnel and will discuss sensitive resources (i.e., aquatic resources, riparian habitat, special-status species and habitat, nesting birds/raptors) to be avoided during Project construction and lists applicable permit conditions identified by state and federal agencies to protect these resources.	Contractor to install fencing	Prior to construction	County representative will check fencing/flagging regularly. Maintenance and repairs will be completed by Contractor.
Biological Resources	***Mitigation Measure BIO-3:*** **Restore Temporarily Disturbed Areas.** Immediately after bridge construction is complete, all exposed soil shall be stabilized. Soil stabilization may include, but is not limited to, seeding with a native grass seed mix, planting native plants, and placement of rock. These areas will be properly protected from washout and erosion using appropriate erosion control devices including coir or jute netting, hydroseeding, and revegetation. No plastic monofilament materials shall be used aboveground.	Contractor	Following completion of construction.	The County will inspect post-Project conditions to ensure temporarily disturbed areas have been restored.
Biological Resources	***Mitigation Measure BIO-4:*** **Implement Water Quality Best Management Practices (BMPs).** Before any ground-disturbing activities, the County shall prepare and implement a SWPPP (as required under the State Water Resources Control Board (SWRCB) General Construction Permit Order 2009-0009-DWQ [and as amended by most	Contractor	Prior to and during construction	The County will confirm that all Water Quality BMPs are being followed

Final Mitigation Monitoring and Reporting Program				
Impact Area	**Mitigation Measure**	**Responsible Party**	**Implementation Timing**	**Monitoring Activity**
	current order(s)]) that includes erosion control measures and construction waste containment measures to ensure that waters of the State are protected during and after Project construction. The SWPPP shall include site design to minimize offsite stormwater runoff that might otherwise affect adjacent stream habitat. The SWPPP shall be prepared with the following objectives: (a) to identify pollutant sources, including sources of sediment, that may affect the quality of storm water discharges from the construction of the proposed Project; (b) to identify BMPs to reduce or eliminate pollutants in stormwater discharges and authorized non-stormwater discharges from the Project during construction; (c) to outline and provide guidance for BMP monitoring; (d) to identify proposed Project discharge points and receiving waters; to address post-construction BMP implementation and monitoring; and (f) to address sedimentation, siltation, and turbidity. The SWPPP will require BMPs including, but not limited to: ▪ Conduct ground disturbing activities adjacent to and within Owens Creek and the ephemeral drainage during the low-flow period (generally between June 1 and October 15). ▪ Install sediment fencing, fiber rolls, or other equivalent erosion and sediment control measures between the designated work area and Owens Creek and the ephemeral drainage, as necessary, to ensure that construction debris and sediment does not inadvertently enter the drainage. The County will also cover or otherwise stabilize all exposed soil 48 hours prior to potential precipitation events of greater than 0.5 inch. ▪ No refueling, storage, servicing, or maintenance of equipment shall take place within 100 feet of aquatic habitat. ▪ All machinery used during construction of the Project shall be properly maintained and cleaned to prevent spills and leaks that could contaminate soil or water. ▪ Any spills or leaks from construction equipment (i.e., fuel, oil, hydraulic fluid, and grease) shall be cleaned up in accordance with applicable local, state, and/or federal regulations.			according to the SWPPP.

Final Mitigation Monitoring and Reporting Program				
Impact Area	**Mitigation Measure**	**Responsible Party**	**Implementation Timing**	**Monitoring Activity**
Biological Resources	***Mitigation Measure BIO-5:*** **Install Catchment Tarps Prior to any Work Activity to the Bridge.** Prior to any bridge demolition, decommissioning, or work activity within the channel floodway embankments, catchment tarps, or a debris containment system will be installed to ensure all construction debris is caught and removed daily from the channel floodway.	Contractor	During construction	County representative will ensure the catchment tarps are installed prior to construction. Maintenance and repairs will be completed by Contractor.
Biological Resources	***Mitigation Measure BIO-6:*** **Avoid the Spread of Invasive Plant Species.** The following mitigation measures shall be implemented, as appropriate, to avoid the spreading of invasive plant species throughout the Project area during construction activities, particularly in riparian areas: ▪ All hay, straw, hay bales, straw bales, seed, mulch or other material used for erosion control or landscaping in the Project area shall be free of noxious weed seeds and propagules. ▪ All equipment brought to the Project area for construction shall be thoroughly cleaned of all dirt and vegetation prior to entering the site, to prevent importing noxious weeds. ▪ All material brought to the site, including rock, gravel, road base, sand, and topsoil, shall be free of noxious weed seeds and propagules.	Contractor	During construction	County representative will check implementation measures regularly. Maintenance and repairs will be completed by Contractor.
Biological Resources	***Mitigation Measure BIO-7:*** **Minimize Vegetation Removal.** ▪ The disturbance or removal of vegetation, especially riparian vegetation and native tree species, would not exceed the minimum necessary to complete the Project and would only occur within the defined work area. Precautions would be taken to avoid other damage to vegetation by people or equipment. ▪ Areas within the Project area where avoidance of impacts to riparian areas and native tree species is determined to be feasible will be protected during Project activities. These areas would be considered environmentally sensitive areas and exclusion fencing would be installed to ensure avoidance. ▪ No trees or riparian vegetation outside of the Project area would be removed. Exclusion fencing would be installed along the boundary of the Project area to ensure work is confined to the minimum area possible.	Contractor	During construction	County representative will check implementation measures regularly. Maintenance and repairs will be completed by Contractor.

Final Mitigation Monitoring and Reporting Program				
Impact Area	**Mitigation Measure**	**Responsible Party**	**Implementation Timing**	**Monitoring Activity**
Biological Resources	***Mitigation Measure BIO-8:*** **Monitor during Ground Disturbance and Vegetation Removal.** A biologist will be present during initial ground disturbance, vegetation removal, and exclusion fencing installation and removal within the construction area. Vegetation less than 3 inches in diameter will be cleared by hand or small engine weedeaters or chainsaws. Small material or grasses will be mowed close to ground with low impact rubber-tired tractors. Vegetation over 3 inches in diameter may require larger equipment such as telescoping chainsaws, hoe-mounted flail mowers, bucket machines to hoist crews and equipment, and climbing crews with chainsaws. The biological monitor must be a biologist with demonstrated knowledge of special-status invertebrate species, foothill yellow-legged frog, California red-legged frog, western spadefoot, and western pond turtle natural history, ecology and identifying characteristics, as well as demonstrated field experience identifying other amphibian and reptile species within the range of these listed species. If any listed wildlife species (e.g., California red-legged frog, foothill yellow-legged frog) are observed in the Project work limits during construction, work will immediately stop, the species will be allowed to move out of harm's way on its own accord, and the USFWS and CDFW will be contacted within 24 hours. In the event that any life stage of California red-legged frog or foothill yellow-legged frog is present or has potential to be present, re-initiation of consultation with USFWS may be required.	Qualified Biologist	During construction	The County or contractor will employ a qualified biologist to be present during ground disturbance and vegetation removal. If any listed wildlife species are observed in the Project work limits and adjacent areas during the construction period, the County will report conditions and initiate correspondence with CDFW and USFWS.
Biological Resources	***Mitigation Measure BIO-9:*** **Provide Escape Ramps or Cover Open Trenches.** To avoid entrapment of wildlife, all excavated steep-walled holes or trenches more than 1 foot deep will be provided with one or more escape ramps constructed of earth fill or wooden planks at the end of each workday. If escape ramps cannot be provided, then holes or trenches will be covered with plywood or similar materials. Providing escape ramps or covering open trenches will prevent injury or mortality of wildlife resulting from falling into trenches and becoming trapped. The trenches will be thoroughly inspected for the presence of federally listed species at the beginning of each workday. Any species observed shall be allowed to voluntarily move outside of	Contractor	During construction	County representative will check implementation measures regularly. Maintenance and repairs will

Final Mitigation Monitoring and Reporting Program				
Impact Area	**Mitigation Measure**	**Responsible Party**	**Implementation Timing**	**Monitoring Activity**
	the work area on its own. If at any time a trapped listed animal is discovered, the approved biologist, or an on-site designee identified by the approved biologist, will immediately place escape ramps or other appropriate structures to allow the animal to escape.			be completed by Contractor.
Biological Resources	***Mitigation Measure BIO-10:*** **Complete Preconstruction Surveys for Special-status Amphibian Species.** A biologist shall conduct a survey no less than 7 days prior to the initiation of any ground disturbing activities within or adjacent to suitable habitat for foothill yellow-legged frog, California red-legged frog, western spadefoot, and other special-status aquatic species that have potential to occur in the BSA. This survey will comprise walking transects while conducting visual encounter surveys within areas that will be subject to staging, vegetation clearing, grubbing, grading, cut and fill, or other ground disturbing activities. The survey will include areas upstream and downstream of the BSA. All potential habitat features in the BSA, such as crevices, burrows and/or insulated ledges along waterways shall be inspected for signs of foothill yellow-legged frog, California red-legged frog, and western spadefoot usage to the maximum extent practicable. Immediately prior to in-stream activities or installation of water diversion structures, and after the 7-day survey, a biologist shall conduct a follow-up survey for foothill yellow-legged frog, California red-legged frog, western spadefoot, and other special-status aquatic species that have potential to occur in the BSA. All potential habitat features in the BSA shall be inspected for special-status amphibian species, such as crevices, burrows and/or insulated ledges along waterways. If foothill yellow-legged frog, California red-legged frog, western spadefoot, and other special-status aquatic species that have potential to occur in the BSA are present (including their egg masses or tadpoles) in the immediate work area, then all work shall stop, and the appropriate agencies shall be notified. In the event of any life stage of California red-legged frog or foothill yellow-legged frog is present or has potential to be present, USFWS will be contacted, and re-initiation of consultation may be required. Any special-status species observed shall be allowed to voluntarily move outside of the work area on its own volition. Non-listed and common aquatic species shall be captured and relocated out of the work area in a net or placed in buckets containing stream water and then moved	Qualified Biologist	Prior to and during construction	The qualified biologist will submit a summary of the pre-construction survey results to the County. If any listed wildlife species are observed in the Project work limits and adjacent areas, the County will report conditions and initiate correspondence with CDFW and USFWS.

Final Mitigation Monitoring and Reporting Program				
Impact Area	**Mitigation Measure**	**Responsible Party**	**Implementation Timing**	**Monitoring Activity**
	directly to the nearest suitable habitat in the same branch of the creek. Suitable habitat shall be identified prior to capturing aquatic species to minimize holding time. If egg masses or tadpoles of state-listed special-status aquatic species are detected during preconstruction surveys, no in-stream construction may commence until species have metamorphosed and moved out of the work area on its own volition. Once the biologist has determined that all listed aquatic species have moved out of the work area or been effectively relocated, barrier seines or exclusion fencing shall be installed to prevent amphibians from moving back in, as appropriate, and the work area will be dewatered, as necessary. If any listed wildlife species (e.g., California red-legged frog, foothill yellow-legged frog) are observed in the Project work limits during construction, work will immediately stop, the species will be allowed to move out of harm's way on its own accord, and the USFWS and CDFW will be contacted within 24 hours.			
Biological Resources	***Mitigation Measure BIO-11:*** **Restrict In-stream Work to Low-flow Period.** To minimize impacts of dewatering and construction on foothill yellow-legged frog, California red-legged frog, western pond turtle, and other resident aquatic species, limit in-creek construction activities to between June 1 and October 15, unless creek is dry or as otherwise specified by appropriate agencies. This window can be extended based on stream conditions, if approved in writing by regulatory agencies with jurisdiction. Work from the existing roadway, top of banks, and within falsework can occur year-round.	Contractor	During construction	The County will inspect in-creek construction activities and confirm schedule is limited to the low-flow period.
Biological Resources	***Mitigation Measure BIO-12:*** **Monitor during Dewatering Activities** Appropriate temporary cofferdams shall be used to dewater the construction site and divert water through the Project area during the construction period to prevent impeding water flow through the work area. When dewatering is required, a qualified biologist shall be present during the dewatering period to inspect and ensure that sensitive aquatic species will not be trapped within the temporary cofferdams and to monitor the construction site during aquatic species relocation and dewatering activities. If foothill yellow-legged frog or any other special-status aquatic species are found within the cofferdams, then all work shall stop, and the appropriate agencies shall be notified. Any species observed shall be allowed to voluntarily move outside of the work area on its own. All cofferdams shall be inspected and maintained on a daily basis to ensure its integrity for the duration of the work below the ordinary high	Qualified Biologist	During construction	The County will ensure a qualified biologist is present during dewatering activities. If any listed wildlife species are observed, the County will

Final Mitigation Monitoring and Reporting Program				
Impact Area	**Mitigation Measure**	**Responsible Party**	**Implementation Timing**	**Monitoring Activity**
	water mark (OHWM) of the creek. Pumps used for dewatering shall have fish screens, as identified in Project permits, installed to minimize intake of fish and other aquatic species into pumps. Diversion structures shall be left in place until all in-stream work is completed. At the completion of Project construction, the County/contractor shall remove from the streambed all materials used to maintain flow and divert water from the Project area during the construction period, including cofferdams, pipes, and filter fabric. Temporary culverts and all construction materials and debris shall be removed from the affected area prior to reestablishing flow and prior to the rainy season. A monitor shall be present during the removal of dewatering materials.			report conditions and initiate correspondence with appropriate agencies.
Biological Resources	***Mitigation Measure BIO-13*: Conduct a Preconstruction Survey for Western Pond Turtle** A qualified biologist shall conduct a preconstruction clearance survey for western pond turtles within 48 hours prior to any ground disturbance within Owens Creek and within the Project area, as well as upstream and downstream from the Project area and up to 1,300 feet from the stream channel in undeveloped upland habitats where access permits. For surveys outside the Project area where access is not permitted, the surveying biologist shall use binoculars to scan upstream, downstream, and within uplands for western pond turtle. Any western pond turtles found within the construction work area shall be allowed to voluntarily move out of this area or shall be captured and held by a qualified biologist for the minimum amount of time necessary to release them into suitable aquatic habitat outside the construction work area. If a western pond turtle nest containing eggs or young is identified within the construction work area, the biologist shall consult with CDFW to determine an appropriate no-disturbance buffer to ensure avoidance of the nest.	Qualified Biologist	Prior to and during construction	The qualified biologist will submit results of preconstruction survey for western pond turtle to the County. The County will coordinate with CDFW on appropriate buffers if any western pond turtles are located during surveys.
Biological Resources	***Mitigation Measure BIO-14:* Conduct a Preconstruction Nesting Migratory Bird and Raptor Survey** If construction or vegetation removal will occur during the breeding season for migratory birds and raptors (generally February through August), the County shall retain a qualified biologist to conduct a preconstruction nesting bird and raptor survey prior to the start of construction activities (including equipment staging). The	Qualified Biologist	Prior to and during construction	The qualified biologist will submit results of preconstruction survey for

Final Mitigation Monitoring and Reporting Program				
Impact Area	**Mitigation Measure**	**Responsible Party**	**Implementation Timing**	**Monitoring Activity**
	preconstruction nesting bird and raptor surveys shall be conducted between February 1 and August 31 within suitable habitat within the designated Project area. Surveys for raptors' nests would also extend 1,250 feet from the Project area to ensure that nesting raptors are not affected by construction disturbances. For raptor surveys outside the Project area where property access has not been granted, the surveying biologist shall use binoculars to scan any suitable nesting substrate for potential raptor nests. The preconstruction survey shall be conducted no more than 48 hours before the initiation of construction activities. If an active bird or raptor nest is identified within the construction work area or an active raptor nest is identified within 1,250 feet from the construction work area, a no-disturbance buffer shall be established around the nest to avoid disturbance of the nesting birds or raptors until a qualified biologist determines that the young have fledged and are foraging on their own. The extent of these buffers shall be determined by the biologist (coordinating with CDFW) and shall depend on the species identified, level of noise or construction disturbance, line-of-sight between the nest and the disturbance, ambient levels of noise and other disturbances, and other topographic or artificial barriers. In addition to the establishment of buffers, other avoidance measures (determined during CDFW coordination) may include monitoring of the nest during construction and restricting the type of work that can be conducted near the nest site. If no active nests are found during the preconstruction surveys, then no additional mitigation is required. If a lapse in construction activities for one week or longer occurs during the avian breeding season, another preconstruction survey would be performed prior to work re-initiation.			nesting bird and raptors to the County. The County will coordinate with CDFW on appropriate buffers if nesting birds and raptors are located during surveys.
Biological Resources	***Mitigation Measure BIO-15:*** **Conduct a Preconstruction Survey and Exclusion for Bats** To minimize impacts to roosting bats, humane eviction of bats from onsite roosting habitat (i.e., on-site trees with crevices or cavities suitable for roosting and the existing bridge) would be completed prior to removal. Eviction would be conducted during periods of dry weather and outside of the maternity season. The maternity season is approximately April 15 through September 1. <u>Bridge Roosting Habitat.</u> Prior to the start of construction activities and outside of the maternity season, bat exclusion would be installed beneath the bridge by a qualified biologist or bat exclusion expert. Humane bat eviction would consist of daytime	Qualified Biologist	Prior to and during construction	The qualified biologist will submit results of preconstruction survey for bridge and tree roosting habitat to the County.

Final Mitigation Monitoring and Reporting Program				
Impact Area	**Mitigation Measure**	**Responsible Party**	**Implementation Timing**	**Monitoring Activity**
	installation of one-way exits attached to the concrete that would permit bats to exit but not re-enter. After 4-10 days, or after a visual inspection shows that all bats have vacated the roosts, the one-way exits would be removed, and the entrances blocked securely to prevent bats from entering prior to demolition. Tree Roosting Habitat. If construction is scheduled between April and September, before construction begins, a qualified biologist will survey for roosting bats prior to tree removal activities. The qualified biologist would survey trees and rocky outcrops within the Project area and identify any snags, hollow trees, or other trees with cavities that may provide suitable roosting habitat for bats. If no suitable roosting trees are found, construction may proceed. Trees containing suitable roosting habitat would be removed in two steps occurring over two consecutive days. On the first day, small limbs containing no cavity, crevice, or exfoliating bark would be removed using chainsaws only. On the second day, the remainder of the tree would be removed. If bats are found or evidence of use by bats is present, the qualified biologist will work with CDFW to implement measures to avoid or minimize disturbance to the colony.			The County will coordinate with CDFW on appropriate measures for exclusion or removal if suitable roosting habitat is located during surveys.
Biological Resources	***Mitigation Measure BIO-16*: Rescue Stranded Aquatic Life.** All reasonable efforts shall be made to capture and move all stranded aquatic life observed in the dewatered areas. Capture methods may include fish landing nets, dip nets, buckets, and by hand. Captured aquatic life shall be released immediately downstream in Owens Creek or in the closest body of water. Efforts shall be made to reduce collecting and handling stress, minimize the time that animals are held in buckets, and minimize handling stress during processing and release. No employee or contractor shall remove any fish, dead or alive, from the site for personal use.	Contractor	During construction	County representative will check implementation measures regularly.
Cultural and Tribal Cultural Resources	***Mitigation Measure CUL-1:* Worker Environmental Awareness and Cultural Respect Training.** Prior to excavation or other subsurface disturbance activities, individuals conducting the work will be required to participate in Worker Environmental Awareness and Cultural Respect Training. Workers will be advised to watch for cultural resource materials, including evidence of pre-contact cultural resources (freshwater shells, beads, bone tool remnants or an assortment of bones, soil changes including subsurface ash lens or soil darker "midden" in color than surrounding soil, lithic materials such as flakes, tools or grinding rocks, etc.), or historic-era cultural resources (adobe foundations or walls, structures and remains with square nails, refuse deposits or bottle dumps, often associated with wells or old privies).	Contractor	Prior to and during construction	Contractor will advise the County in writing that the environmental awareness and cultural respect training has been completed. The County will confirm

Final Mitigation Monitoring and Reporting Program				
Impact Area	**Mitigation Measure**	**Responsible Party**	**Implementation Timing**	**Monitoring Activity**
				completion of environmental awareness and cultural respect training at the onset of construction activities.
Cultural and Tribal Cultural Resources	***Mitigation Measure CUL-2*: Tribal Monitoring during Construction.** A Tribal monitor will be present during all ground excavation activities. The Contractor will coordinate with SSMN to schedule the Tribal monitor.	Contractor	During construction	The Contractor will coordinate with SSMN to schedule the Tribal monitor. County representative will confirm a monitor is present for all ground-disturbing activities.
Cultural and Tribal Cultural Resources	***Mitigation Measure CUL-3*: Procedures for Inadvertent Discovery of Cultural Resources.** If previously unidentified cultural materials are unearthed during construction, work will be halted within 60 feet of the find until a qualified archaeologist can assess the significance of the find, in coordination with the Tribal monitor when the find contains potential pre-historic resources. Mariposa County and Caltrans will be notified of the potential find, and the County will retain an on-call archaeologist for the duration of ground-disturbing construction activities to assess finds. If resource is determined to be significant, the archaeologist shall work with the County, Caltrans, and (if applicable) the Tribe to develop and implement appropriate procedures to protect the integrity of the resource.	Contractor and Qualified Archaeologist	During construction (upon discovery)	Contractor will report and document any discovered subsurface resources to the County and Caltrans, who will take appropriate additional measures, as needed.

Final Mitigation Monitoring and Reporting Program				
Impact Area	**Mitigation Measure**	**Responsible Party**	**Implementation Timing**	**Monitoring Activity**
Cultural and Tribal Cultural Resources	***Mitigation Measure CUL-4:*** **Environmentally Sensitive Area Fencing.** Access to environmentally sensitive areas will be barred using temporary orange plastic fencing to protect designated sites. The ESAs will be clearly delineated on construction plans and noted for avoidance. Qualified archaeological and biological consultants under the supervision of Caltrans, will monitor the installation of ESA fencing. The ESAs will be fenced off (Temporary Fencing [Type ESA]) and will be posted as an ESA. No construction or associated activities (e.g., parking, equipment storage) shall take place within the ESAs. During construction, the County Project Manager, archaeological consultant, and Tribal monitor will periodically inspect the ESAs to confirm that no construction activities have encroached on the site area. After construction, the archaeological consultant will monitor the removal of ESA fencing.	Contractor	Prior to construction	County representative and Tribal monitor will check fencing/flagging regularly. Maintenance and repairs will be completed by Contractor with the presence of the Tribal monitor.
Cultural and Tribal Cultural Resources	***Mitigation Measure CUL-5:*** **Procedures for Human Remains.** If human remains, associated grave goods, or sacred objects are encountered during excavation, the following protocols will be strictly adhered to: ▪ Provisions of state and local law applicable to the intentional excavation and the inadvertent discovery of human remains or cultural items on non-federal lands will be complied with pursuant to the provisions of the California Health and Safety Code (Sections 7050.5-7054.1, and 8100) and the Public Resources Code (Sections 5097.90-99) ▪ The Principal Investigator shall immediately notify the Native American Monitor, Caltrans District 10 PQS Sarah Luce, a Mariposa County Representative, and the Mariposa County Coroner. ▪ If the remains are considered to be Native American, the Native American Heritage Commission (NAHC) will be notified. The NAHC will notify the Most Likely Descendant (MLD) ▪ Potentially damaging excavation activities within 100 feet of the remains will be stopped immediately. ▪ Treatment and repatriation of human remains will be conducted in consultation with the MLD.	Contractor	During construction (upon discovery)	Contractor will report and document any discovered human remains to the Mariposa County coroner, the County and Caltrans, who will take appropriate additional measures, as needed.
Geology and Soils	***Mitigation Measure GEO-1:*** **Protect Discovered Paleontological Resources.** If any evidence of paleontological resources is inadvertently unearthed during construction, all work will cease within 50-feet of the discovery, the County will be	Contractor and Qualified Paleontologist	During construction (upon discovery)	Contractor will report and document any discovered

Final Mitigation Monitoring and Reporting Program				
Impact Area	**Mitigation Measure**	**Responsible Party**	**Implementation Timing**	**Monitoring Activity**
	notified, and a qualified paleontologist shall be consulted to assess the significance of the resources and recommend appropriate conservation measures.			subsurface resources to the County, who will take appropriate additional measures, as needed.
Hazardous Materials	***Mitigation Measure HAZ-1*: Conduct Phase II Soil and Materials Sampling and Implement Contamination Removal Activities as Needed.** Materials sampling for ACM and LBP on the bridge and for wood-preserving chemicals on the wood posts shall be completed before demolition. A workplan to conduct a Phase II site assessment shall be submitted to the County for review and approval prior to field activities. Analytical results from soil and materials samples obtained during Phase II screening will be compared to state and federal standards to evaluate reuse and/or disposal requirements for contaminated soils and materials. The Project will implement Caltrans Standard Specifications and Standard Special Provisions for sampling, removal, and disposal of contaminated soils and materials, as well as treated wood waste.	Contractor	Prior to construction and bridge demolition	The Contractor will conduct sampling for hazardous materials and provide the results to the County and Caltrans.
Hazardous Materials	***Mitigation Measure HAZ-2:*** **Implement Lead Compliance Plan.** If sampling determines elevated lead levels in soils or materials, the Contractor shall prepare and implement a project-specific Lead Compliance Plan (8 CCR 1532.1, the "Lead in Construction" standard) to reduce worker exposure to lead-impacted soil and lead-containing paint. The plan would include protocols for environmental and personnel monitoring, requirements for personal protective equipment, other health and safety protocols and procedures for the handling of lead-impacted soil, and requirements for disposal of lead-containing paint in traffic striping and on the existing bridge. The plan would be consistent with Caltrans Standard Special Provisions for removal of LBP from structures and traffic striping.	Contractor	During construction (if needed)	The County will be provided with a Lead Compliance Plan if needed and the Contractor will implement the plan.
Hazardous Materials	***Mitigation Measure HAZ-3:*** **Implement Asbestos Compliance Plan.** If sampling determines ACM on the bridge, the Contractor shall prepare and implement an Asbestos Compliance Plan consistent with Caltrans Standard Special Provisions.	Contractor	During construction (if needed)	The Contractor will provide an Asbestos Compliance Plan if needed to the County, and the

Final Mitigation Monitoring and Reporting Program				
Impact Area	**Mitigation Measure**	**Responsible Party**	**Implementation Timing**	**Monitoring Activity**
				Contractor will implement the plan.
Noise	***Mitigation Measure NOISE-1:*** **Implement Construction Noise Reduction Measures.** Noise-generating construction activities shall conform to the provisions in Section 14-8.02, "Noise Control," of the Caltrans Standard Specifications. This policy requires the following mandatory noise abatement measures: ▪ Per Caltrans Section 14-8.02 Noise Control, do not exceed 86 dBA Lmax at 50 feet from the job site activities from 9:00 p.m. to 6:00 a.m. In addition to compliance with the measures listed above, implementing the following recommended measures also would help minimize temporary construction noise impacts: ▪ Internal combustion engines shall be equipped with a muffler of a type recommended by the manufacturer. ▪ Portable/stationary equipment (e.g., generators, compressors) shall be located at the furthest distance from the nearby sensitive receptors. ▪ Construction equipment and haul trucks should be turned off when not in use.	Contractor	During construction	Contractor will monitor construction activities and adherence to noise mitigation.
Traffic	***Mitigation Measure TRA-1*****: Traffic Management Plan and Notification of Detour.** A Traffic Management Plan (TMP) would be prepared by Caltrans prior to the beginning of construction and in consultation with the appropriate agencies. The TMP would provide advance notice to travelers of the upcoming project and road closure and identify alternative routes for emergency and medical vehicles associated with essential services. Notifications and instructions for rapid response or evacuation in the event of an emergency would be provided. ▪ Emergency service providers shall be notified in advance of construction activities, informed of the full road closure, and provided details of detour routes during construction. ▪ Traffic detours shall be announced to residents and roadway users well in advance of construction and closure of the bridge. ▪ Traffic detour signage shall be installed before construction begins and throughout construction so that drivers can avoid the Project area entirely.	Contractor	Prior to Construction	Contractor will submit Traffic Control Plan to County for approval, including notification plans.

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Appendix B. Site Photos

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Overview of the rural landscape from School House Road. Taken facing east.

Overview of current School House Road Bridge, taken facing north.

Overview of the Project area from School House Road. Taken facing southeast.

Overview of current School House Road Bridge from Owens Creek, taken facing east.

Owens Creek downstream from School House Road Bridge. Taken facing west (downstream).

Owens Creek upstream of bridge. Taken facing west.

Owens Creek upstream of existing bridge. Taken facing northeast.

Ephemeral drainage and culvert under School House Road. Taken facing west (downstream).

School House Road over Owens Creek Bridge Replacement Project (Bridge Number 40C0053)

Mariposa County, California

FINAL

Initial Study/Mitigated Negative Declaration

Mariposa County Public Works Department
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September 2024

Mitigated Negative Declaration
Mariposa County, California
School House Road over Owens Creek Bridge Replacement Project
(Bridge Number 40C0053)

INTRODUCTION

This document has been prepared to evaluate the School House Road over Owens Creek Bridge Replacement Project (also referred to as "proposed Project" or "Project") for compliance under the California Environmental Quality Act (CEQA). The County of Mariposa (County) is the lead agency responsible for complying with the provisions of CEQA.

PROJECT DESCRIPTION

The County is proposing to replace the existing School House Road Bridge over Owens Creek (Bridge Number 40C0053) (Project), located in the southwestern portion of Mariposa County, roughly 1.2 miles southwest of the community of Catheys Valley and 8 miles southwest of the Town of Mariposa. The Project would replace the existing 27-foot-long, 20-foot-wide, single-span, reinforced concrete (RC) slab bridge with a new single-span, cast-in-place (CIP), post-tensioned concrete slab bridge that is approximately 40 feet long and 29 feet, 6 inches wide. The road approaches to the bridge would be widened to accommodate two 10-foot travel lanes and two 3-foot paved shoulders. These roadway transitions are anticipated to occur approximately 250 feet west and 350 feet east of the ends of the bridge.

FINDINGS

As lead agency for compliance with CEQA requirements, the County finds that the proposed Project would be implemented without causing a significant adverse impact on the environment, based on the analysis presented in this Initial Study/Mitigated Negative Declaration (IS/MND). Mitigation measures for potential impacts associated with biological resources, cultural resources, geology & soils, hazardous materials, noise, and transportation, would be implemented as part of the proposed Project through adoption of a mitigation monitoring and reporting program.

DETERMINATION

On the basis of this evaluation, the County concludes:

- The proposed Project does not have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered species, or eliminate important examples of the major periods of California history or prehistory.
- The proposed Project would not achieve short-term environmental goals to the disadvantage of long-term environmental goals.
- The proposed Project would not have impacts that are individually limited, but cumulatively considerable.
- The proposed Project would not have environmental effects that would cause substantial adverse effects on human beings, either directly or indirectly.
- No substantial evidence exists to demonstrate that the proposed Project would have a substantive negative effect on the environment.

09/15/2024

Signature
Matiel Holloway, P.E.
Senior Civil Engineer

Date

Final Initial Study/ Mitigated Negative Declaration
School House Road over Owens Creek Bridge Replacement Project

A Draft Initial Study/Mitigated Negative Declaration (IS/MND) was circulated for review pursuant to CEQA Guidelines. Copies of the IS/MND were made available in hard copy form for public review at Mariposa County Public Works offices, posted on Mariposa County's public website, and were distributed to the State Clearinghouse via the Governor's Office of Planning and Research. A notice of intent was distributed to property owners and occupants of record within 500 feet of the project site. The 30-day public review period began on July 15, 2024, and ended on August 16, 2024.

Two comment letters were received from property owners and agencies during the comment period. The comment letters were reviewed, and responses were prepared. These comment letters and Mariposa County's written responses to each comment received are presented in the attached memorandum.

The comments received do not suggest and/or provide evidence that the analysis in the Draft IS/MND is inadequate or inaccurate. As noted in the memorandum, the comments request clarification on cultural resources and Project site management. No changes or revisions to the Draft IS/MND and associated mitigation measures are needed in response to these comments. The conclusions presented in the Draft IS/MND were not altered in response to comments received. Based on the comments received, there were no new environmental effects identified and no change to the conclusions presented in the Draft IS/MND. The MND conclusion that all of the proposed Project's environmental impacts would be less than significant or reduced to a less-than-significant level through mitigation is unchanged.

Mariposa County has determined that although the proposed project could have a significant effect on the environment, a significant effect would not occur with implementation of mitigation measures because the mitigation measures would reduce the effects of any impacts to below the established thresholds of significance. Therefore, Mariposa County's Board of Supervisors will consider adoption of the MND and Mitigation Monitoring and Reporting Program (attached) at a board meeting in October 2024.

Response to Comments

AREA WEST ENVIRONMENTAL, INC.
EST 2000

MEMORANDUM

TO: Matiel Holloway, P.E. Senior Civil Engineer
Mariposa County Public Works Department

FROM: Aimee Dour-Smith, Senior Environmental Planner

DATE: September 11, 2024

SUBJECT: Comments on the School House Road over Owens Creek Bridge Replacement Project Initial Study/ Mitigated Negative Declaration (SCH #2024070551)

In compliance with the California Environmental Quality Act (CEQA), the Mariposa County Public Works Department (County) circulated a Draft Initial Study (IS) and Notice of Intent to Adopt a Mitigated Negative Declaration (MND) for the School House Road over Owens Creek Bridge Replacement Project (Project) from July 15 to August 16, 2024. A total of two comment letters were received.

Commenter	Date
Rosemary and Dennis Foster (4834 and 4850 School House Road)	August 8, 2024
California Department of Transportation (Caltrans)	August 8, 2024

The comments received are summarized below, and responses to substantive comments are provided as well. Copies of the comment letters are attached.

CEQA Conclusion

Following the review of all of the comments, none suggest and/or provide evidence that the analysis in the Draft IS/MND is inadequate or inaccurate. The comments, as discussed in more detail below, request clarification on cultural resources and Project site management. No changes or revisions to the Draft IS and associated mitigation measures are needed in response to these comments. The MND conclusion that all of the proposed Project's environmental impacts would be less than significant or reduced to a less-than-significant level through mitigation is unchanged.

Rosemary and Dennis Foster Comments

Comment Summary
Rosemary and Dennis Foster commented on three topics discussed in the Draft IS: 1) protection of the Native American cultural site, 2) access and site management within staging area and temporary construction easements on their properties, and 3) site management within the Owens Creek bed.

The Fosters expressed concern that the Native American cultural site located on their property and adjacent to the roadway be preserved and unaffected during construction.

They also have concerns about maintaining their driveway access and restoring access and any property used for staging. The commenters noted that a previous bridge repair at this location left debris at the Project site. The commenters wish to confirm the construction site will be managed properly.

Additionally, the Fosters requested a copy of the Draft IS/MND be mailed to them for better viewing.

Response
A hard copy of the draft IS/MND was mailed on August 9, 2024, to the mailing address provided by the Fosters.

Native American Cultural Site: The entirety of the cultural site located on the Foster property is included in the temporary construction easement so it can be protected during construction. The purpose of this easement at this location is to place protective fencing/flagging around the entirety of the known cultural site to prevent incidental trespass into the site. Additionally, construction workers will receive sensitivity training regarding cultural resources and a Tribal monitor will be present during ground-disturbing activities to confirm protection of this resource. All measures that will be implemented to protect the known cultural resources within the site have been included in an Environmentally Sensitive Area (ESA) Action Plan, which was reviewed by Tribal representatives and approved by the California Department of Transportation (Caltrans) Cultural Studies Office.

Site Management: The contractor will maintain access to residential driveways during construction. All temporary disturbed areas for construction and staging will be restored to pre-Project (or better) conditions. This may include, but is not limited to, minor grading to return areas to their original slope and seeding bare soils with a native seed mix. The County will inspect pre- and post-Project conditions to confirm that temporarily disturbed areas have been restored.

Creek Protection: To protect the creek, the contractor will follow best management practices (BMPs), including installing sediment fencing, fiber rolls, or other equivalent erosion and sediment control measures between the designated work area and Owens Creek and the ephemeral drainage, as necessary, to prevent construction debris and sediment from inadvertently entering the waterways. As described in the IS/MND, a temporary creek diversion system may be necessary to route flow through and around the immediate work area, maintain dewatered conditions, and return flow to the downstream channel network without causing harm to biological resources or affecting water quality. Prior to any bridge demolition, decommissioning, or work activity within the channel floodway embankments, catchment tarps, or a debris containment system will be installed to catch construction debris and remove materials daily from the channel floodway. The County's Resident Engineer and Construction Management team will provide oversight on the contractor; contact information for County staff with oversight responsibility will be shared with nearby residents to report any concerns.

Caltrans Comments

Comment Summary
Caltrans has no comments at this time. However, Caltrans appreciates the opportunity to review and comment on the IS/MND and requests to be included in the review process for all future development at this location.

Response
Caltrans has no comments at this time. Therefore, no response is required.

Conclusion

No changes or revisions to the Draft IS and associated mitigation measures are needed in response to these comments. The MND conclusion that all of the proposed Project's environmental impacts would be less than significant or reduced to a less-than-significant level through mitigation is unchanged.

[redacted]

Subject: FW: School House rd project over Owens Creek Bridge replacement project

-----Original Message-----
From: [redacted]
Sent: Friday, August 9, 2024 10:36 AM
To: Matiel Holloway <mholloway@mariposacounty.org>
Subject: Re: School House rd project over Owens Creek Bridge replacement project

[You don't often get email from [redacted]. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Good morning, thank you for your quick response. Our main concern with the project is the large rocks at the beginning of the easement Road and Creek. The rocks contain Native America grinding stones which we would like to preserve. Also, we have concerns about the potential staging area and the entrance to our easement road driveway after construction is completed and what condition it will be left in. When the bridge repair was done after the 2018 flood large pieces of asphalt and other debris were left in the creek bed and are still there. I hope with this project there will be more on site management to make sure that project area in the creek bed stay clean every day as stated in the report. Thanks for your help and I look forward to finishing reading the draft. Have a great weekend. Rosemary

Sent from my iPhone

> On Aug 9, 2024, at 9:12 AM, Matiel Holloway <mholloway@mariposacounty.org> wrote:
>
> Rosemary,
>
> A hard copy of the draft IS/MND was mailed out today.
>
> Let me know if there is anything else I can do to help.
>
> Thank you,
> Matiel
>
>
> -----Original Message-----
> From: [redacted]
> Sent: Thursday, August 8, 2024 3:56 PM
> To: Matiel Holloway <mholloway@mariposacounty.org>
> Subject: School House rd project over Owens Creek Bridge replacement project
>
> [You don't often get email from [redacted] Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]
>
> Good afternoon, My husband, Dennis and I own the properties on 4834 and 4850 School House Rd. We have been reviewing the draft initial study online, but have found it difficult to read all of the information, especially the maps. Dennis called public works today and left a message asking to have a copy mailed to us. We have not heard back from them and I know you would like all public comments by August 16th. Unfortunately, we are out of town babysitting and can’t stop by in person to pick it up. Our address here is 414Avenida del Recreo , Ojai Ca 93023 I look forward to hearing back from you and have a great rest of the day. Thank you, Rosemary Foster Sent from my iPhone

[redacted]

From: Matiel Holloway <mholloway@mariposaCounty.org>
Sent: Thursday, August 8, 2024 2:36 PM
To: adour-smith@areawest.net; Brad Allender
Subject: FW: School House Road over Owens Creek Bridge Replacement Project (Bridge No. 40C0053) - Initial Study/Mitigated Negative Declaration (SCH No. 2024070551)

Aimee,

Below is Caltrans "no comment" email for your reference.

Thank you,
Matiel

From: Jaramillo-Landeros, Janet P@DOT <janet.jaramillo-landeros@dot.ca.gov>
Sent: Thursday, August 8, 2024 2:09 PM
To: Matiel Holloway <mholloway@mariposaCounty.org>
Cc: state.clearinghouse@opr.ca.gov; Ponce, Gregoria@DOT <gregoria.ponce@dot.ca.gov>
Subject: School House Road over Owens Creek Bridge Replacement Project (Bridge No. 40C0053) - Initial Study/Mitigated Negative Declaration (SCH No. 2024070551)

You don't often get email from janet.jaramillo-landeros@dot.ca.gov. Learn why this is important

Hello Matiel,

The California Department of Transportation (Caltrans) appreciates the opportunity to review and comment on the Initial Study/Mitigated Negative Declaration for the proposed project to replace the existing School House Road Bridge over Owens Creek (Bridge Number 40C0053).

The proposed project is located in the southwestern portion of Mariposa County, roughly 1.2 miles southwest of the community of Catheys Valley and eight miles southwest of the Town of Mariposa.

Caltrans has no additional comments at this time. However, Caltrans requests to be included in the review process for all future development at this location.

Thank you,

Janet

Janet Jaramillo
Office of Rural Planning
Caltrans – District 10
1976 E. Martin Luther King Jr. Blvd
Stockton, CA 95205
Cell: (209) 986-9825
Email: janet.jaramillo-landeros@dot.ca.gov

Mitigation Monitoring and Reporting Program

Mitigation Monitoring and Reporting Program

Introduction

This mitigation monitoring and reporting program summarizes identified mitigation measures, implementation schedule, and responsible parties for the School House Road over Owens Creek bridge Replacement Project (Project). The County of Mariposa (County) will use this mitigation monitoring and reporting program to ensure that identified mitigation measures, adopted as a condition of project approval, are implemented appropriately. This monitoring program meets the requirements of CEQA Guidelines Section 14074(d), which mandates preparation of monitoring provisions for the implementation of mitigation assigned as part of project approval or adoption.

Mitigation Implementation and Monitoring

The County will be responsible for monitoring the implementation of mitigation measures designed to minimize impacts associated with the proposed Project. While the County has ultimate responsibility for ensuring implementation, others may be assigned the responsibility of actually implementing the mitigation. The County will retain the primary responsibility for ensuring that the proposed Project meets the requirements of this mitigation plan and other permit conditions imposed by participating regulatory agencies.

The County will designate specific personnel who will be responsible for monitoring implementation of the mitigation that will occur during Project construction. The designated personnel will be responsible for submitting documentation and reports to the County on a schedule consistent with the mitigation measures and in a manner necessary for demonstrating compliance with mitigation requirements. The County will confirm that the designated personnel have authority to require implementation of mitigation requirements and will be capable of terminating project construction activities found to be inconsistent with mitigation objectives or project approval conditions.

The County and its appointed contractor will also be responsible for ensuring that its construction personnel understand their responsibilities for adhering to the performance requirements of the mitigation plan and other contractual requirements related to the implementation of mitigation as part of Project construction. In addition to the prescribed mitigation measures, the following table lists each environmental resource area being affected, the party responsible for implementation of the mitigation measure, and the corresponding monitoring and reporting requirement.

Mitigation Enforcement

The County will be responsible for enforcing mitigation measures. If alternative measures are identified that would be equally effective in mitigating the identified impacts, implementation of these alternative measures will not occur until agreed upon by the County.

Final Mitigation Monitoring and Reporting Program				
Impact Area	**Mitigation Measure**	**Responsible Party**	**Implementation Timing**	**Monitoring Activity**
Biological Resources	***Mitigation Measure BIO-1:*** **Conduct Environmental Awareness Training.** Before any work occurs in the Project area, including grading and equipment staging, all construction personnel shall participate in an environmental awareness training regarding special-status species and sensitive habitats present in the Project limits. If new construction personnel are added to the Project, they must receive the mandatory training before starting work. The training shall be provided to all personnel and will discuss sensitive resources (i.e., aquatic resources, riparian habitat, special-status species and habitat, nesting birds/raptors) to be avoided during Project construction and lists applicable permit conditions identified by state and federal agencies to protect these resources.	Qualified Biologist and Contractor	Prior to and during construction	Contractor will submit WEAT sign-in sheets to the County. The County will confirm completion of WEAT at the onset of construction activities.
Biological Resources	***Mitigation Measure BIO-2*****: Install Temporary Fencing.** Before any work occurs in the Project area, including grading and equipment staging, all construction personnel shall participate in an environmental awareness training regarding special-status species and sensitive habitats present in the Project limits. If new construction personnel are added to the Project, they must receive the mandatory training before starting work. The training shall be provided to all personnel and will discuss sensitive resources (i.e., aquatic resources, riparian habitat, special-status species and habitat, nesting birds/raptors) to be avoided during Project construction and lists applicable permit conditions identified by state and federal agencies to protect these resources.	Contractor to install fencing	Prior to construction	County representative will check fencing/flagging regularly. Maintenance and repairs will be completed by Contractor.
Biological Resources	***Mitigation Measure BIO-3:*** **Restore Temporarily Disturbed Areas.** Immediately after bridge construction is complete, all exposed soil shall be stabilized. Soil stabilization may include, but is not limited to, seeding with a native grass seed mix, planting native plants, and placement of rock. These areas will be properly protected from washout and erosion using appropriate erosion control devices including coir or jute netting, hydroseeding, and revegetation. No plastic monofilament materials shall be used aboveground.	Contractor	Following completion of construction.	The County will inspect post-Project conditions to ensure temporarily disturbed areas have been restored.
Biological Resources	***Mitigation Measure BIO-4:*** **Implement Water Quality Best Management Practices (BMPs).** Before any ground-disturbing activities, the County shall prepare and implement a SWPPP (as required under the State Water Resources Control Board (SWRCB) General Construction Permit Order 2009-0009-DWQ [and as amended by most	Contractor	Prior to and during construction	The County will confirm that all Water Quality BMPs are being followed

Final Mitigation Monitoring and Reporting Program				
Impact Area	**Mitigation Measure**	**Responsible Party**	**Implementation Timing**	**Monitoring Activity**
	current order(s)]) that includes erosion control measures and construction waste containment measures to ensure that waters of the State are protected during and after Project construction. The SWPPP shall include site design to minimize offsite stormwater runoff that might otherwise affect adjacent stream habitat. The SWPPP shall be prepared with the following objectives: (a) to identify pollutant sources, including sources of sediment, that may affect the quality of storm water discharges from the construction of the proposed Project; (b) to identify BMPs to reduce or eliminate pollutants in stormwater discharges and authorized non-stormwater discharges from the Project during construction; (c) to outline and provide guidance for BMP monitoring; (d) to identify proposed Project discharge points and receiving waters; to address post-construction BMP implementation and monitoring; and (f) to address sedimentation, siltation, and turbidity. The SWPPP will require BMPs including, but not limited to: ▪ Conduct ground disturbing activities adjacent to and within Owens Creek and the ephemeral drainage during the low-flow period (generally between June 1 and October 15). ▪ Install sediment fencing, fiber rolls, or other equivalent erosion and sediment control measures between the designated work area and Owens Creek and the ephemeral drainage, as necessary, to ensure that construction debris and sediment does not inadvertently enter the drainage. The County will also cover or otherwise stabilize all exposed soil 48 hours prior to potential precipitation events of greater than 0.5 inch. ▪ No refueling, storage, servicing, or maintenance of equipment shall take place within 100 feet of aquatic habitat. ▪ All machinery used during construction of the Project shall be properly maintained and cleaned to prevent spills and leaks that could contaminate soil or water. ▪ Any spills or leaks from construction equipment (i.e., fuel, oil, hydraulic fluid, and grease) shall be cleaned up in accordance with applicable local, state, and/or federal regulations.			according to the SWPPP.

Final Mitigation Monitoring and Reporting Program				
Impact Area	**Mitigation Measure**	**Responsible Party**	**Implementation Timing**	**Monitoring Activity**
Biological Resources	***Mitigation Measure BIO-5:*** **Install Catchment Tarps Prior to any Work Activity to the Bridge.** Prior to any bridge demolition, decommissioning, or work activity within the channel floodway embankments, catchment tarps, or a debris containment system will be installed to ensure all construction debris is caught and removed daily from the channel floodway.	Contractor	During construction	County representative will ensure the catchment tarps are installed prior to construction. Maintenance and repairs will be completed by Contractor.
Biological Resources	***Mitigation Measure BIO-6:*** **Avoid the Spread of Invasive Plant Species.** The following mitigation measures shall be implemented, as appropriate, to avoid the spreading of invasive plant species throughout the Project area during construction activities, particularly in riparian areas: ▪ All hay, straw, hay bales, straw bales, seed, mulch or other material used for erosion control or landscaping in the Project area shall be free of noxious weed seeds and propagules. ▪ All equipment brought to the Project area for construction shall be thoroughly cleaned of all dirt and vegetation prior to entering the site, to prevent importing noxious weeds. ▪ All material brought to the site, including rock, gravel, road base, sand, and topsoil, shall be free of noxious weed seeds and propagules.	Contractor	During construction	County representative will check implementation measures regularly. Maintenance and repairs will be completed by Contractor.
Biological Resources	***Mitigation Measure BIO-7:*** **Minimize Vegetation Removal.** ▪ The disturbance or removal of vegetation, especially riparian vegetation and native tree species, would not exceed the minimum necessary to complete the Project and would only occur within the defined work area. Precautions would be taken to avoid other damage to vegetation by people or equipment. ▪ Areas within the Project area where avoidance of impacts to riparian areas and native tree species is determined to be feasible will be protected during Project activities. These areas would be considered environmentally sensitive areas and exclusion fencing would be installed to ensure avoidance. ▪ No trees or riparian vegetation outside of the Project area would be removed. Exclusion fencing would be installed along the boundary of the Project area to ensure work is confined to the minimum area possible.	Contractor	During construction	County representative will check implementation measures regularly. Maintenance and repairs will be completed by Contractor.

Final Mitigation Monitoring and Reporting Program				
Impact Area	**Mitigation Measure**	**Responsible Party**	**Implementation Timing**	**Monitoring Activity**
Biological Resources	***Mitigation Measure BIO-8:*** **Monitor during Ground Disturbance and Vegetation Removal.** A biologist will be present during initial ground disturbance, vegetation removal, and exclusion fencing installation and removal within the construction area. Vegetation less than 3 inches in diameter will be cleared by hand or small engine weedeaters or chainsaws. Small material or grasses will be mowed close to ground with low impact rubber-tired tractors. Vegetation over 3 inches in diameter may require larger equipment such as telescoping chainsaws, hoe-mounted flail mowers, bucket machines to hoist crews and equipment, and climbing crews with chainsaws. The biological monitor must be a biologist with demonstrated knowledge of special-status invertebrate species, foothill yellow-legged frog, California red-legged frog, western spadefoot, and western pond turtle natural history, ecology and identifying characteristics, as well as demonstrated field experience identifying other amphibian and reptile species within the range of these listed species. If any listed wildlife species (e.g., California red-legged frog, foothill yellow-legged frog) are observed in the Project work limits during construction, work will immediately stop, the species will be allowed to move out of harm's way on its own accord, and the USFWS and CDFW will be contacted within 24 hours. In the event that any life stage of California red-legged frog or foothill yellow-legged frog is present or has potential to be present, re-initiation of consultation with USFWS may be required.	Qualified Biologist	During construction	The County or contractor will employ a qualified biologist to be present during ground disturbance and vegetation removal. If any listed wildlife species are observed in the Project work limits and adjacent areas during the construction period, the County will report conditions and initiate correspondence with CDFW and USFWS.
Biological Resources	***Mitigation Measure BIO-9:*** **Provide Escape Ramps or Cover Open Trenches.** To avoid entrapment of wildlife, all excavated steep-walled holes or trenches more than 1 foot deep will be provided with one or more escape ramps constructed of earth fill or wooden planks at the end of each workday. If escape ramps cannot be provided, then holes or trenches will be covered with plywood or similar materials. Providing escape ramps or covering open trenches will prevent injury or mortality of wildlife resulting from falling into trenches and becoming trapped. The trenches will be thoroughly inspected for the presence of federally listed species at the beginning of each workday. Any species observed shall be allowed to voluntarily move outside of	Contractor	During construction	County representative will check implementation measures regularly. Maintenance and repairs will

Final Mitigation Monitoring and Reporting Program				
Impact Area	**Mitigation Measure**	**Responsible Party**	**Implementation Timing**	**Monitoring Activity**
	the work area on its own. If at any time a trapped listed animal is discovered, the approved biologist, or an on-site designee identified by the approved biologist, will immediately place escape ramps or other appropriate structures to allow the animal to escape.			be completed by Contractor.
Biological Resources	***Mitigation Measure BIO-10:*** **Complete Preconstruction Surveys for Special-status Amphibian Species.** A biologist shall conduct a survey no less than 7 days prior to the initiation of any ground disturbing activities within or adjacent to suitable habitat for foothill yellow-legged frog, California red-legged frog, western spadefoot, and other special-status aquatic species that have potential to occur in the BSA. This survey will comprise walking transects while conducting visual encounter surveys within areas that will be subject to staging, vegetation clearing, grubbing, grading, cut and fill, or other ground disturbing activities. The survey will include areas upstream and downstream of the BSA. All potential habitat features in the BSA, such as crevices, burrows and/or insulated ledges along waterways shall be inspected for signs of foothill yellow-legged frog, California red-legged frog, and western spadefoot usage to the maximum extent practicable. Immediately prior to in-stream activities or installation of water diversion structures, and after the 7-day survey, a biologist shall conduct a follow-up survey for foothill yellow-legged frog, California red-legged frog, western spadefoot, and other special-status aquatic species that have potential to occur in the BSA. All potential habitat features in the BSA shall be inspected for special-status amphibian species, such as crevices, burrows and/or insulated ledges along waterways. If foothill yellow-legged frog, California red-legged frog, western spadefoot, and other special-status aquatic species that have potential to occur in the BSA are present (including their egg masses or tadpoles) in the immediate work area, then all work shall stop, and the appropriate agencies shall be notified. In the event of any life stage of California red-legged frog or foothill yellow-legged frog is present or has potential to be present, USFWS will be contacted, and re-initiation of consultation may be required. Any special-status species observed shall be allowed to voluntarily move outside of the work area on its own volition. Non-listed and common aquatic species shall be captured and relocated out of the work area in a net or placed in buckets containing stream water and then moved	Qualified Biologist	Prior to and during construction	The qualified biologist will submit a summary of the pre-construction survey results to the County. If any listed wildlife species are observed in the Project work limits and adjacent areas, the County will report conditions and initiate correspondence with CDFW and USFWS.

Final Mitigation Monitoring and Reporting Program				
Impact Area	**Mitigation Measure**	**Responsible Party**	**Implementation Timing**	**Monitoring Activity**
	directly to the nearest suitable habitat in the same branch of the creek. Suitable habitat shall be identified prior to capturing aquatic species to minimize holding time. If egg masses or tadpoles of state-listed special-status aquatic species are detected during preconstruction surveys, no in-stream construction may commence until species have metamorphosed and moved out of the work area on its own volition. Once the biologist has determined that all listed aquatic species have moved out of the work area or been effectively relocated, barrier seines or exclusion fencing shall be installed to prevent amphibians from moving back in, as appropriate, and the work area will be dewatered, as necessary. If any listed wildlife species (e.g., California red-legged frog, foothill yellow-legged frog) are observed in the Project work limits during construction, work will immediately stop, the species will be allowed to move out of harm's way on its own accord, and the USFWS and CDFW will be contacted within 24 hours.			
Biological Resources	***Mitigation Measure BIO-11:*** **Restrict In-stream Work to Low-flow Period.** To minimize impacts of dewatering and construction on foothill yellow-legged frog, California red-legged frog, western pond turtle, and other resident aquatic species, limit in-creek construction activities to between June 1 and October 15, unless creek is dry or as otherwise specified by appropriate agencies. This window can be extended based on stream conditions, if approved in writing by regulatory agencies with jurisdiction. Work from the existing roadway, top of banks, and within falsework can occur year-round.	Contractor	During construction	The County will inspect in-creek construction activities and confirm schedule is limited to the low-flow period.
Biological Resources	***Mitigation Measure BIO-12:*** **Monitor during Dewatering Activities** Appropriate temporary cofferdams shall be used to dewater the construction site and divert water through the Project area during the construction period to prevent impeding water flow through the work area. When dewatering is required, a qualified biologist shall be present during the dewatering period to inspect and ensure that sensitive aquatic species will not be trapped within the temporary cofferdams and to monitor the construction site during aquatic species relocation and dewatering activities. If foothill yellow-legged frog or any other special-status aquatic species are found within the cofferdams, then all work shall stop, and the appropriate agencies shall be notified. Any species observed shall be allowed to voluntarily move outside of the work area on its own. All cofferdams shall be inspected and maintained on a daily basis to ensure its integrity for the duration of the work below the ordinary high	Qualified Biologist	During construction	The County will ensure a qualified biologist is present during dewatering activities. If any listed wildlife species are observed, the County will

Final Mitigation Monitoring and Reporting Program				
Impact Area	**Mitigation Measure**	**Responsible Party**	**Implementation Timing**	**Monitoring Activity**
	water mark (OHWM) of the creek. Pumps used for dewatering shall have fish screens, as identified in Project permits, installed to minimize intake of fish and other aquatic species into pumps. Diversion structures shall be left in place until all in-stream work is completed. At the completion of Project construction, the County/contractor shall remove from the streambed all materials used to maintain flow and divert water from the Project area during the construction period, including cofferdams, pipes, and filter fabric. Temporary culverts and all construction materials and debris shall be removed from the affected area prior to reestablishing flow and prior to the rainy season. A monitor shall be present during the removal of dewatering materials.			report conditions and initiate correspondence with appropriate agencies.
Biological Resources	***Mitigation Measure BIO-13*: Conduct a Preconstruction Survey for Western Pond Turtle** A qualified biologist shall conduct a preconstruction clearance survey for western pond turtles within 48 hours prior to any ground disturbance within Owens Creek and within the Project area, as well as upstream and downstream from the Project area and up to 1,300 feet from the stream channel in undeveloped upland habitats where access permits. For surveys outside the Project area where access is not permitted, the surveying biologist shall use binoculars to scan upstream, downstream, and within uplands for western pond turtle. Any western pond turtles found within the construction work area shall be allowed to voluntarily move out of this area or shall be captured and held by a qualified biologist for the minimum amount of time necessary to release them into suitable aquatic habitat outside the construction work area. If a western pond turtle nest containing eggs or young is identified within the construction work area, the biologist shall consult with CDFW to determine an appropriate no-disturbance buffer to ensure avoidance of the nest.	Qualified Biologist	Prior to and during construction	The qualified biologist will submit results of preconstruction survey for western pond turtle to the County. The County will coordinate with CDFW on appropriate buffers if any western pond turtles are located during surveys.
Biological Resources	***Mitigation Measure BIO-14:* Conduct a Preconstruction Nesting Migratory Bird and Raptor Survey** If construction or vegetation removal will occur during the breeding season for migratory birds and raptors (generally February through August), the County shall retain a qualified biologist to conduct a preconstruction nesting bird and raptor survey prior to the start of construction activities (including equipment staging). The	Qualified Biologist	Prior to and during construction	The qualified biologist will submit results of preconstruction survey for

Final Mitigation Monitoring and Reporting Program				
Impact Area	**Mitigation Measure**	**Responsible Party**	**Implementation Timing**	**Monitoring Activity**
	preconstruction nesting bird and raptor surveys shall be conducted between February 1 and August 31 within suitable habitat within the designated Project area. Surveys for raptors' nests would also extend 1,250 feet from the Project area to ensure that nesting raptors are not affected by construction disturbances. For raptor surveys outside the Project area where property access has not been granted, the surveying biologist shall use binoculars to scan any suitable nesting substrate for potential raptor nests. The preconstruction survey shall be conducted no more than 48 hours before the initiation of construction activities. If an active bird or raptor nest is identified within the construction work area or an active raptor nest is identified within 1,250 feet from the construction work area, a no-disturbance buffer shall be established around the nest to avoid disturbance of the nesting birds or raptors until a qualified biologist determines that the young have fledged and are foraging on their own. The extent of these buffers shall be determined by the biologist (coordinating with CDFW) and shall depend on the species identified, level of noise or construction disturbance, line-of-sight between the nest and the disturbance, ambient levels of noise and other disturbances, and other topographic or artificial barriers. In addition to the establishment of buffers, other avoidance measures (determined during CDFW coordination) may include monitoring of the nest during construction and restricting the type of work that can be conducted near the nest site. If no active nests are found during the preconstruction surveys, then no additional mitigation is required. If a lapse in construction activities for one week or longer occurs during the avian breeding season, another preconstruction survey would be performed prior to work re-initiation.			nesting bird and raptors to the County. The County will coordinate with CDFW on appropriate buffers if nesting birds and raptors are located during surveys.
Biological Resources	***Mitigation Measure BIO-15:*** **Conduct a Preconstruction Survey and Exclusion for Bats** To minimize impacts to roosting bats, humane eviction of bats from onsite roosting habitat (i.e., on-site trees with crevices or cavities suitable for roosting and the existing bridge) would be completed prior to removal. Eviction would be conducted during periods of dry weather and outside of the maternity season. The maternity season is approximately April 15 through September 1. <u>Bridge Roosting Habitat.</u> Prior to the start of construction activities and outside of the maternity season, bat exclusion would be installed beneath the bridge by a qualified biologist or bat exclusion expert. Humane bat eviction would consist of daytime	Qualified Biologist	Prior to and during construction	The qualified biologist will submit results of preconstruction survey for bridge and tree roosting habitat to the County.

Final Mitigation Monitoring and Reporting Program				
Impact Area	**Mitigation Measure**	**Responsible Party**	**Implementation Timing**	**Monitoring Activity**
	installation of one-way exits attached to the concrete that would permit bats to exit but not re-enter. After 4-10 days, or after a visual inspection shows that all bats have vacated the roosts, the one-way exits would be removed, and the entrances blocked securely to prevent bats from entering prior to demolition. Tree Roosting Habitat. If construction is scheduled between April and September, before construction begins, a qualified biologist will survey for roosting bats prior to tree removal activities. The qualified biologist would survey trees and rocky outcrops within the Project area and identify any snags, hollow trees, or other trees with cavities that may provide suitable roosting habitat for bats. If no suitable roosting trees are found, construction may proceed. Trees containing suitable roosting habitat would be removed in two steps occurring over two consecutive days. On the first day, small limbs containing no cavity, crevice, or exfoliating bark would be removed using chainsaws only. On the second day, the remainder of the tree would be removed. If bats are found or evidence of use by bats is present, the qualified biologist will work with CDFW to implement measures to avoid or minimize disturbance to the colony.			The County will coordinate with CDFW on appropriate measures for exclusion or removal if suitable roosting habitat is located during surveys.
Biological Resources	***Mitigation Measure BIO-16*: Rescue Stranded Aquatic Life.** All reasonable efforts shall be made to capture and move all stranded aquatic life observed in the dewatered areas. Capture methods may include fish landing nets, dip nets, buckets, and by hand. Captured aquatic life shall be released immediately downstream in Owens Creek or in the closest body of water. Efforts shall be made to reduce collecting and handling stress, minimize the time that animals are held in buckets, and minimize handling stress during processing and release. No employee or contractor shall remove any fish, dead or alive, from the site for personal use.	Contractor	During construction	County representative will check implementation measures regularly.
Cultural and Tribal Cultural Resources	***Mitigation Measure CUL-1:* Worker Environmental Awareness and Cultural Respect Training.** Prior to excavation or other subsurface disturbance activities, individuals conducting the work will be required to participate in Worker Environmental Awareness and Cultural Respect Training. Workers will be advised to watch for cultural resource materials, including evidence of pre-contact cultural resources (freshwater shells, beads, bone tool remnants or an assortment of bones, soil changes including subsurface ash lens or soil darker "midden" in color than surrounding soil, lithic materials such as flakes, tools or grinding rocks, etc.), or historic-era cultural resources (adobe foundations or walls, structures and remains with square nails, refuse deposits or bottle dumps, often associated with wells or old privies).	Contractor	Prior to and during construction	Contractor will advise the County in writing that the environmental awareness and cultural respect training has been completed. The County will confirm

Final Mitigation Monitoring and Reporting Program				
Impact Area	**Mitigation Measure**	**Responsible Party**	**Implementation Timing**	**Monitoring Activity**
				completion of environmental awareness and cultural respect training at the onset of construction activities.
Cultural and Tribal Cultural Resources	***Mitigation Measure CUL-2*: Tribal Monitoring during Construction.** A Tribal monitor will be present during all ground excavation activities. The Contractor will coordinate with SSMN to schedule the Tribal monitor.	Contractor	During construction	The Contractor will coordinate with SSMN to schedule the Tribal monitor. County representative will confirm a monitor is present for all ground-disturbing activities.
Cultural and Tribal Cultural Resources	***Mitigation Measure CUL-3*: Procedures for Inadvertent Discovery of Cultural Resources.** If previously unidentified cultural materials are unearthed during construction, work will be halted within 60 feet of the find until a qualified archaeologist can assess the significance of the find, in coordination with the Tribal monitor when the find contains potential pre-historic resources. Mariposa County and Caltrans will be notified of the potential find, and the County will retain an on-call archaeologist for the duration of ground-disturbing construction activities to assess finds. If resource is determined to be significant, the archaeologist shall work with the County, Caltrans, and (if applicable) the Tribe to develop and implement appropriate procedures to protect the integrity of the resource.	Contractor and Qualified Archaeologist	During construction (upon discovery)	Contractor will report and document any discovered subsurface resources to the County and Caltrans, who will take appropriate additional measures, as needed.

Final Mitigation Monitoring and Reporting Program				
Impact Area	**Mitigation Measure**	**Responsible Party**	**Implementation Timing**	**Monitoring Activity**
Cultural and Tribal Cultural Resources	***Mitigation Measure CUL-4:*** **Environmentally Sensitive Area Fencing.** Access to environmentally sensitive areas will be barred using temporary orange plastic fencing to protect designated sites. The ESAs will be clearly delineated on construction plans and noted for avoidance. Qualified archaeological and biological consultants under the supervision of Caltrans, will monitor the installation of ESA fencing. The ESAs will be fenced off (Temporary Fencing [Type ESA]) and will be posted as an ESA. No construction or associated activities (e.g., parking, equipment storage) shall take place within the ESAs. During construction, the County Project Manager, archaeological consultant, and Tribal monitor will periodically inspect the ESAs to confirm that no construction activities have encroached on the site area. After construction, the archaeological consultant will monitor the removal of ESA fencing.	Contractor	Prior to construction	County representative and Tribal monitor will check fencing/flagging regularly. Maintenance and repairs will be completed by Contractor with the presence of the Tribal monitor.
Cultural and Tribal Cultural Resources	***Mitigation Measure CUL-5:*** **Procedures for Human Remains.** If human remains, associated grave goods, or sacred objects are encountered during excavation, the following protocols will be strictly adhered to: ▪ Provisions of state and local law applicable to the intentional excavation and the inadvertent discovery of human remains or cultural items on non-federal lands will be complied with pursuant to the provisions of the California Health and Safety Code (Sections 7050.5-7054.1, and 8100) and the Public Resources Code (Sections 5097.90-99) ▪ The Principal Investigator shall immediately notify the Native American Monitor, Caltrans District 10 PQS Sarah Luce, a Mariposa County Representative, and the Mariposa County Coroner. ▪ If the remains are considered to be Native American, the Native American Heritage Commission (NAHC) will be notified. The NAHC will notify the Most Likely Descendant (MLD) ▪ Potentially damaging excavation activities within 100 feet of the remains will be stopped immediately. ▪ Treatment and repatriation of human remains will be conducted in consultation with the MLD.	Contractor	During construction (upon discovery)	Contractor will report and document any discovered human remains to the Mariposa County coroner, the County and Caltrans, who will take appropriate additional measures, as needed.
Geology and Soils	***Mitigation Measure GEO-1:*** **Protect Discovered Paleontological Resources.** If any evidence of paleontological resources is inadvertently unearthed during construction, all work will cease within 50-feet of the discovery, the County will be	Contractor and Qualified Paleontologist	During construction (upon discovery)	Contractor will report and document any discovered

Final Mitigation Monitoring and Reporting Program				
Impact Area	**Mitigation Measure**	**Responsible Party**	**Implementation Timing**	**Monitoring Activity**
	notified, and a qualified paleontologist shall be consulted to assess the significance of the resources and recommend appropriate conservation measures.			subsurface resources to the County, who will take appropriate additional measures, as needed.
Hazardous Materials	***Mitigation Measure HAZ-1*: Conduct Phase II Soil and Materials Sampling and Implement Contamination Removal Activities as Needed.** Materials sampling for ACM and LBP on the bridge and for wood-preserving chemicals on the wood posts shall be completed before demolition. A workplan to conduct a Phase II site assessment shall be submitted to the County for review and approval prior to field activities. Analytical results from soil and materials samples obtained during Phase II screening will be compared to state and federal standards to evaluate reuse and/or disposal requirements for contaminated soils and materials. The Project will implement Caltrans Standard Specifications and Standard Special Provisions for sampling, removal, and disposal of contaminated soils and materials, as well as treated wood waste.	Contractor	Prior to construction and bridge demolition	The Contractor will conduct sampling for hazardous materials and provide the results to the County and Caltrans.
Hazardous Materials	***Mitigation Measure HAZ-2:*** **Implement Lead Compliance Plan.** If sampling determines elevated lead levels in soils or materials, the Contractor shall prepare and implement a project-specific Lead Compliance Plan (8 CCR 1532.1, the "Lead in Construction" standard) to reduce worker exposure to lead-impacted soil and lead-containing paint. The plan would include protocols for environmental and personnel monitoring, requirements for personal protective equipment, other health and safety protocols and procedures for the handling of lead-impacted soil, and requirements for disposal of lead-containing paint in traffic striping and on the existing bridge. The plan would be consistent with Caltrans Standard Special Provisions for removal of LBP from structures and traffic striping.	Contractor	During construction (if needed)	The County will be provided with a Lead Compliance Plan if needed and the Contractor will implement the plan.
Hazardous Materials	***Mitigation Measure HAZ-3:*** **Implement Asbestos Compliance Plan.** If sampling determines ACM on the bridge, the Contractor shall prepare and implement an Asbestos Compliance Plan consistent with Caltrans Standard Special Provisions.	Contractor	During construction (if needed)	The Contractor will provide an Asbestos Compliance Plan if needed to the County, and the

Final Mitigation Monitoring and Reporting Program				
Impact Area	**Mitigation Measure**	**Responsible Party**	**Implementation Timing**	**Monitoring Activity**
				Contractor will implement the plan.
Noise	***Mitigation Measure NOISE-1:*** **Implement Construction Noise Reduction Measures.** Noise-generating construction activities shall conform to the provisions in Section 14-8.02, "Noise Control," of the Caltrans Standard Specifications. This policy requires the following mandatory noise abatement measures: ▪ Per Caltrans Section 14-8.02 Noise Control, do not exceed 86 dBA Lmax at 50 feet from the job site activities from 9:00 p.m. to 6:00 a.m. In addition to compliance with the measures listed above, implementing the following recommended measures also would help minimize temporary construction noise impacts: ▪ Internal combustion engines shall be equipped with a muffler of a type recommended by the manufacturer. ▪ Portable/stationary equipment (e.g., generators, compressors) shall be located at the furthest distance from the nearby sensitive receptors. ▪ Construction equipment and haul trucks should be turned off when not in use.	Contractor	During construction	Contractor will monitor construction activities and adherence to noise mitigation.
Traffic	***Mitigation Measure TRA-1*****: Traffic Management Plan and Notification of Detour.** A Traffic Management Plan (TMP) would be prepared by Caltrans prior to the beginning of construction and in consultation with the appropriate agencies. The TMP would provide advance notice to travelers of the upcoming project and road closure and identify alternative routes for emergency and medical vehicles associated with essential services. Notifications and instructions for rapid response or evacuation in the event of an emergency would be provided. ▪ Emergency service providers shall be notified in advance of construction activities, informed of the full road closure, and provided details of detour routes during construction. ▪ Traffic detours shall be announced to residents and roadway users well in advance of construction and closure of the bridge. ▪ Traffic detour signage shall be installed before construction begins and throughout construction so that drivers can avoid the Project area entirely.	Contractor	Prior to Construction	Contractor will submit Traffic Control Plan to County for approval, including notification plans.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-476

MEETING: November 5, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve an Agreement with Pest Options, Inc., to Provide Roadside Weed Abatement Services Throughout the County for a Three-Year Term in the Amount Not to Exceed $300,000 ($100,000 Each Year); and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Pest Options, Inc., to Provide Roadside Weed Abatement Service Throughout the County for a Three-Year Term in an Amount Not to Exceed $300,000 ($100,000 Each Year); and Authorize the Board of Supervisors Chair to Sign the Agreement.

Public Works issued an RFP and advertised between August 30, 2024, and September 25, 2024. The County received six bids, with Pest Options, Inc., the lowest responsible bidder.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Roadside Weed Abatement is needed throughout Mariposa County to reduce the overgrowth of weeds alongside roadways and pull-outs which could be a potential fire danger. The roadside spraying shall occur on an estimated 400 miles of local roads throughout the County Mariposa.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the agreement, the local roads will continue to have overgrowth weeds and be a potential fire danger.

FINANCIAL IMPACT

There is no impact to the General Fund. Roads Fund 3300 includes roadside weed abatement.

ATTACHMENTS

1. **Agreement_ Pest Options Inc_Roadside**

VOTE RESULT

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

AGREEMENT FOR ROADSIDE WEED ABATEMENT 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 PEST OPTIONS, INC., hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall be for a period of three (3) years, commencing on November 5, 2024 through and including November 4, 2027. This Agreement may be extended for (1) additional consecutive twelve (12) month period upon the written approval of both parties no later than thirty (30) days prior to the expiration of the initial term. The Director of Public Works & Transportation is authorized to execute such written approval on behalf of County based on Contractor's satisfactory performance.

2. SERVICES

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

3. COMPENSATION

The maximum compensation payable to Contractor under this Agreement is $300,000 ($100,00 EACH YEAR) as set forth in Exhibit A, "Scope of Work and Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to

purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall release, hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, from and against any and all claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to reasonable attorneys' fees, including but not limited to those attributable to bodily injury, sickness, disease, death or injury to or destruction of property, including the loss therefrom, which arises out of or is in any way connected with the performance of this Agreement (collectively "Liabilities") to the extent caused by Contractor or its officers, agents or employees, except where such Liabilities are caused by the sole negligence or willful misconduct of County.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an

employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

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

a. County will not withhold FICA (Social Security) from Contractor's payments;
b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
c. County will not withhold state or federal income tax from payment to Contractor;
d. County will not make disability insurance contributions on behalf of Contractor;
e. County will not obtain workers' compensation insurance on behalf of Contractor.

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Matthew Kuhn, President
1212 E Ash Ave,
Fullerton, CA 92831

COUNTY:
Director of Public Works & Transportation
4639 Ben Hur Road
Mariposa, CA 95338

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so

with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Matthew Kuhn, President Pest Options, Inc.
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

EXHIBIT A
Scope of Work & Cost Proposal

Pest Options Inc.
Proposal & Contract

Client: Mariposa County

Attention: Richard Knight **Regarding:** Request for Proposals, Roadside Weed Abatement Services **Project Site:** County Highway ROW **Address:** NA **Map:** To Be Provided	**Date:** 9.25.24

Licensing:

DIR Registration #: 1000010861
California DPR #: 32486
QAL# : 126804

Proposal:

Cost per Center Lane Mile for Pre-emergent: $199 79,600
- Application in Fall

Cost per Center lane Mile for Post Emergent: $91 → 36,400
- Application in Spring

$116,080

Expected Miles: 400 centerline miles plus

Insurance Statement(s)

We carry insurance coverages that either match or exceed the following:
- General Liability: $1 Million combined single limit per occurrence
- Automobile Insurance: $1 Million combined single limit per occurrence
- Environmental & Pollution Liability: $1 Million combined single limit per occurrence
- Workers Compensation: Legally required amount for employees

By: _____ Matthew Kuhn, President

Pest Options Inc.

Proposal & Contract

Narrative

We will utilize a boom mounted spray truck properly calibrated ,to deliver the desired gallons per mile, applied from the edge of pavement out 8 feet. All chemicals are registered with all governmental agencies. Our ROW truck has all safety lights required by local highway departments. Our techs are very experienced ROW sprayers who have extremely good judgment and attention to detail.

Our pre-emergent application will utilize a combination of 3 pre-emergent herbicides, 1 post emergent herbicide, as well as marking dye, surfactants, and conditioning agent. Our post emergent application will utilize a combination of 3 post emergent herbicides, including marking, surfactants, conditioning agent.

Prior to any application we will have our crew leaders scout ahead to determine any areas of concern or where special precautions need to be considered.

Our company has been in business since 1981 originally serving southern California. In recent years we have expanded our service areas to include all of the Central Valley.

Terms

Net 30 Days. We reserve the right to reschedule in the event of adverse weather conditions or any conditions deemed to be unsafe by any company personnel.

Thank you for your consideration

Matthew Kuhn, President, Pest Options, Inc.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/27/2024

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	CONTACT NAME: Recia Shelton	
Van Beurden Ins. Serv, Inc. - Kingsburg PO Box 67 Kingsburg CA 93631	PHONE (A/C, No, Ext): (559) 897-2975	FAX (A/C, No): (559) 897-4070
	E-MAIL ADDRESS: rshelton@vanbeurden.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Endurance American Specialty I	41718
INSURED Pest Options, Inc. 1212 E Ash Avenue Fullerton CA 92831 (714) 224-7378	INSURER B : NY Marine & General Ins Co	16608
	INSURER C : Starstone National Insurance C	25496
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES JK **CERTIFICATE NUMBER:** Cert ID 53278 (203) **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		
B	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$	1,000,000
	☐ CLAIMS-MADE ☒ OCCUR			PK202400027509	06/01/2024	06/01/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	X POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	OTHER:							$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	
	ANY AUTO						BODILY INJURY (Per person)	$	
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
								$	
C	☐ UMBRELLA LIAB ☒ OCCUR			87783T241ALI	06/01/2024	06/01/2025	EACH OCCURRENCE	$	3,000,000
	X EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$	3,000,000
	☐ DED ☐ RETENTION $						Prod/Comp Ops	$	3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			EAW0000133700	05/31/2024	05/31/2025	X PER STATUTE ☐ OTH-ER		
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
								$	
								$	

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

CERTIFICATE HOLDER

Mariposa County Department of Public Works

4639 Ben Hur Rd

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

Teresa Martin

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/27/2024

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PRODUCER

State Farm

STATE FARM INSURANCE COMPANY
BRIAN NORCUTT AGENCY
605 E.IMPERIAL HWY STE#A
BREA CA , 92821

CONTACT NAME: BRIAN NORCUTT
PHONE (A/C, No, Ext): 714-256-8873 FAX (A/C, No): 714-529-0957
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

PEST OPTIONS INC
1212 E ASH AVE
FULLERTON CA 92831-5020

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

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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	Y	Y				COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☒ ANY AUTO			284 2257-E05-75E	09/27/2024	09/27/2025	BODILY INJURY (Per person)	$
	☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

CERTIFICATE HOLDER IS ALSO ADDITIONAL INSURED
MARIPOSA COUNTY DEPARTMENT OF PUBLIC WORKS
4639 BEN HUR ROAD
MARIPOS CA 95338

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-477

MEETING:	November 5, 2024
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Approve First Amendment to Task Order No. 3 with Black Water Consulting Engineers Changing the Scope of Work and Increasing the Amount by $87,630 for a New Amount Not to Exceed $351,027 for Coulterville Water Improvements; and Authorize the Board Supervisors Chair to Sign the Amendment

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to Task Order No. 3 with Black Water Consulting Engineers Changing the Scope of Work and Increasing the Amount by $87,630 for a New Amount Not to Exceed $351,027 for Coulterville Water Improvements; and Authorize the Board Supervisors Chair to Sign the Amendment.

The original contract excluded field work related to well drilling and monitoring/oversight. Since then, community stakeholders have expressed concerns regarding the drilling of a second well. To address these concerns, this amendment includes additional background study. The flow of water through fractured rock follows less frequent, smaller pathways. As a result, the consultant is actively monitoring surrounding wells to ensure there are no impacts on either the volume or quality of water for neighboring properties. The original agreement contemplated a well site situated near the cemetery and school. There appears to be a low likelihood of providing a well at that location. To date, the first 800 ft bore resulted in a dry hole. The lack of water highlights and reinforces the need to find a second source of water for the community and work continues.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On May 16, 2023, the Board adopted Resolution 2023-4 approving Task Order No. 3 with Black Water Consulting Engineers for Coulterville Water Improvements.

On February 21, 2023, the Board adopted Resolution 2023-03 accepting a Small Community Drought Relief Grant from DWR.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and staff will need to find an alternative project delivery method. The project must be completed by 2025.

FINANCIAL IMPACT

Project is budgeted in Fund 5578 Coulterville Proposition 1 Water System. The State grant covers 100% of the design costs.

ATTACHMENTS

1. **First Amendment_Black Water_Task Order 3**
2. **CSA 1M 2023-004**
3. **CSA 1M 2023-003**
4. **2022-725 Black Water**

VOTE RESULT

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

FIRST AMENDMENT TO AGREEMENT TASK ORDER NO. 3 FOR SCOPE OF WORK AND COMPENSATION FOR COULTERVILLE DROUGHT RELIEF PROJECT

THIS FIRST AMENDMENT TO AGREEMENT FOR SCOPE OF WORK AND COMPENSATION, 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 Black Water, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated December 20, 2022, wherein Contractor agreed to provide design services; and

WHEREAS, County and Contractor desire to amend said Agreement to change the scope of work to be provided by Contractor;

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

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

2. Paragraph 2, "SERVICES," and Exhibit A are hereby amended to provide that Contractor agrees to provide the following additional services: hydrogeologic investigation, topographic, additional research engineering evaluation, site visits, project management, and additional design.

3. Paragraph 3, "COMPENSATION," and Exhibit A are hereby amended to provide that an additional $87,630.00 will be added to the original amount of $263,397.00, making the total compensation paid to Contractor the not to exceed amount of $351,027.00.

Except as herein amended, the Agreement dated December 20, 2022 shall remain in full force and effect.

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Jeff Black, President Black Water Consulting Engineers
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

BLACKWATER CONSULTING ENGINEERS

MARIPOSA COUNTY
COULTERVILLE DROUGHT RELIEF PROJECT
CHANGE ORDER #1

OCTOBER 3, 2024

Black Water Consulting Engineers, Inc. (Black Water) submits this Change Order #1 to provide additional services for the Coulterville Drought Relief Project (Project). This request is in response to a change to the original scope of work relating to relocation of the desired well location, prioritizing test well drilling ahead of the remainder of the project. The reason for the prioritization of test well drilling by the County was to ensure that a viable water supply exists prior to completing transmission line and wellhead control design work in case a new well site needs to be selected. All amounts shown below are additional fees and do not include funds that were already approved with the original scope of work. The original agreement between Black Water and Mariposa County for the original scope of work was executed in May 2023 under Resolution No. CSA 1M 23-4.

Task 1.4. Hydrogeologic Investigation

The original scope of work included hydrogeologic consulting efforts based on the proposed well site being situated on the former school site property located at the intersection of Broadway Avenue and Cemetery Road. The original scope of work also excluded field work related to well drilling and monitoring/oversight. Hydrogeologic evaluation of this site conducted under the original task identified that the school property had a very low likelihood of providing a well that had a reasonable probability of substantial or sustainable production. As a result, an evaluation of a broader area around Coulterville was undertaken that resulted in identifying potential fracture zones with a higher probability of siting a successful well. The County has currently bid and awarded a contract for exploratory drilling and is requiring hydrogeologic investigative and oversight services, including drill hole siting, coordination with well driller, well monitoring of existing, adjacent wells, water quality analysis, well design, and determination of sustainable yield (please see attached “Revised Hydrogeological Support Services Proposal” from Aegis Groundwater Consulting, LLC). This change order will provide these necessary services.

Task 2. Design

The scope of work for design efforts under Task 2 included consideration for a relatively short connection from the original proposed school property well location to the existing water main in the adjacent street. The test well location is remote from the water system and will require approximately 1,000 feet of transmission line to connect to the water system. To accommodate, this will require approximately 2-4 additional plan sheets to the construction design, and additional efforts relative to grading, drainage, and power supply that were not necessary relative to the original proposed well location. As a result of the more remote well location, additional topographic surveying will be required.

MODESTO | 602 Lyell Drive, Modesto, CA 95356 | 209.322.1820
FRESNO | 155 E. Shaw, Suite 206, Fresno, CA 93710 | 559.375.1522
www.blackwater-eng.com

BLACKWATER
CONSULTING ENGINEERS

Fee Proposal for CO#1

Description	Expense
Task 1.4 - Aegis Groundwater Consulting, LLC – Hydrogeologic services related to well drilling	$37,455.00[1]
Task 1.4 - Davis Surveys – Topographic survey of well and transmission line route	$7,000.00[2]
Task 1.4 - Black Water – Additional research, engineering evaluation, site visits, meetings, project management, and administration (Project Manager 47.75 hours @ $228 including 17.75 hours already committed)	$10,887.00
Task 2 - Black Water – Additional design considerations and plan sheet development resulting from proposed well site relocation (Project Manager 40 hours @ $228, Assistant Engineer 60 hours @ $160, Engineering Technician/CAD 80 hours @ $150)	$30,720.00
Black Water – QA/QC and Contract Administration, 16 hours @ $98	$1,568.00
TOTAL CHANGE ORDER NO. 1	**$87,630.00**

[1] Includes 10% markup.
[2] Includes 10% markup plus $1,500 for any required Black Water site meeting and coordination, etc.

Please feel free to contact me with any questions or concerns.

Sincerely,

Nick Zaninovich, P.E.
Project Manager

Aegis Groundwater Consulting, LLC.

1177 East Shaw Avenue, Suite 101

Fresno, California

October 1, 2024

Mr. Nick Zaninovich, P.E.
Black Water Consulting Engineers
155 E. Shaw Avenue, Suite 206
Fresno, California 93710

Subject: **Revised Hydrogeologic Support Services Proposal**
Mariposa County
Coulterville, California

Mr. Zaninovich,

Aegis Groundwater Consulting, LLC (Aegis) presents this hydrogeologic support services proposal to the Black Water Consulting Engineers (BW) for hydrogeologic support services associated with locating a new water well, in Coulterville, California. BW is providing support to Mariposa County Public Works (County), who are intent of securing a new water supply if feasible. BW requested Aegis aid in identifying possible drilling locations for a new well to support a new community water supply well in Coulterville. We have developed our proposed scope of services based upon conversations with you, along with our experience with several similar projects.

Aegis is committed to providing quality service to its clients, commensurate with their wants, needs and desired level of risk. If a portion of this proposal does not meet the needs of BW or if those needs change, Aegis will consider appropriate modifications,

subject to the standards of care to which we adhere as professionals. Modifications such as changes in scope, methodology, scheduling, and contract terms may result in changes to the risks assumed by BW, as well as adjustments to our fees.

If you have any questions, please do not hesitate to call our office on 559.981.2313.

Sincerely,

Christopher S. Johnson, PG, CHG
Principal Hydrogeologist
Aegis Groundwater Consulting, LLC

Project Understanding

County has existing community supply wells that reported either have impaired water quality, or insufficient flow, or in some cases both. As such, the County intends to drill and complete a new, deeper well, or wells, with the goal of obtaining improved water quality and sustainable flow.

Consideration should be given to the proper destruction of each existing well not intended for further use; and modifications to the State water system permits if those exist or will be sought, for the new well.

Aegis completed our primary and secondary FTA was completed, both at the cemetery site, and at a secondary site accessible to the County via a private party. Aegis identified at least three (3) locations on the secondary site that appeared to be within a singularly unique fracture zone, as identified from both aerial photographs, and secondary ground reconnaissance. We provided maps and markers for the three proposed test hole locations on the secondary site.

Aegis also provided drilling recommendations to BW, along with suggestions for fluid management for addressing drilling water and pumped water discharge offsite.

Proposed Scope of Services

Mariposa County (County) has elected to pursue drilling at least one (1) test hole at the secondary site, with the possibility of drilling at all three based on the results of the first test hole. The following is our proposed scope of service:

Offsite Background Data Collection – The County will attempt to establish some background information regarding offsite groundwater elevations, and water quality. Aegis will attempt to obtain both water level measurements and water samples from those homeowners who respond to County requests to participate in the groundwater assessment at the secondary site.

Water samples will be collected and analyzed for general physical parameters (e.g., pH, electrical conductivity, etc.) and general minerals (e.g., calcium, sodium, etc.). Aegis will use this information (groundwater elevations and water chemistry) to assess potential changes to groundwater conditions resulting from the development of a new well at the secondary site.

Drilling and Test Hole Observation - Aegis will provide onsite test hole drilling observations during the project. Those observations will include drilling methodologies, cutting sample collection methods, and fracture interactions (i.e., where water may be observed in the discharge).

Aegis will not be onsite full time but will coordinate site visits with the Contractor to coincide with key events of the drilling operations. We will document our onsite observations and supply regular updates to BW and the County.

Initial Test Hole Pumping - The initial test hole will undergo a preliminary airlift test to establish an initial water production from identified fractures, and to provide an initial water quality assessment. The initial flow will be compared to desired parameters, as will the water quality data. The water quality data will aid in the understanding of the potability of the water for domestic use in a facility setting, to assess offsite discharge of developed drilling water, along with comparisons to offsite private wells.

Additional Test Hole Drilling Observation – If the first test hole location proves inadequate, and the County elects to drill another test hole, Aegis will provide the same services described above.

Aquifer Testing – If one of the test holes proves sufficient for the County's needs, both in yield and quality, and the County wishes to proceed with full development of a new well, this will entail development and aquifer testing. Aquifer testing will be necessary to establish operational performance, which will be necessary to describe well performance and to complete State-mandated reporting.

The preliminary water quality samples described above will be enough for basic assessments, but complete Title 22 analysis will be required for bringing this new source online.

Aegis will work with the Contractor to establish pumping test parameters, to collect the Title 22 samples, and to observe the collection and ultimate discharge of the developed water.

Reporting – Upon completion of the project, Aegis will prepare both a well report, and a State-mandated Drinking Water Source Assessment Plan.

Estimated Fees and Costs.

Our professional services fee is based on our 2024 Professional Services fee schedule is $34,050.00. The professional fees are estimated on a time and materials basis, and therefore revisions to the scope of work may revise the costs. These costs are estimates of time to complete, however working in the subsurface is an inexact science, and as such changes may be required. Aegis will discuss these changes, if they arise, with BW beforehand.

Aegis will make no revisions to the scope of work, unless provided written authorization from BW. The costs are effective for the next 30 days, and subject to revision past that time by Aegis. Our proposed fees and costs are presented below:

Estimated Professional Project Service Fee

Offsite Background Data Collection	$2,000
Drilling and Test Hole Observation	$8,000
Intial Test Hole Pumping	$1,750
Additional Test Hole Drilling Observation	$4,800
Aquifer Testing	$7,000
Reporting	$5,000
Project Management, Documentation and Communication	$2,000
Offsite Laboratory Fee	$500
Test Hole Laboratory Fee	$3,000
Total	$34,050

We are prepared to proceed immediately with the above-described scope of services pending your written authorization. If there is a need for any changes in the scope of services described in the proposal, please call us immediately. Changes may require revision of the proposed fee, which will be communicated to you upon assessment of the requested changes' effect on the fee.

Aegis offers various levels of investigative and water resources services to suit the varying needs of different clients. Although risk can never be eliminated, more detailed and extensive investigation yields more information, which may help understand and manage the level of risk. Since detailed investigation and analysis involves greater expenses, our clients participate in determining levels of service, which provides adequate information for their purposes at acceptable levels of risk. Acceptance of this proposal will indicate you have reviewed the scope of services and determined you do no need or want a greater level of service than that being provided. Any exceptions should be noted and may result in higher fees. No warranty is expressed or implied. Please call us immediately if you have any questions, at (559) 981-2313.

To proceed with the project, please sign below. Please note that the attached contract and terms and conditions are an integral part of this proposal. Any requested changes to the proposal require Aegis' approval before proceeding. Information gathered by Aegis will be considered confidential and will not be disclosed to third parties without written or verbal authorization by our client or as required by law.

Client agrees to the Scope of Work described in this proposal and cost estimate and the general conditions attached and incorporated herein. Please return one of the two originals of this **entire** proposal to us to indicate your approval.

By: _____

Title: _____

Date: _____

BLACWAT-01 HFISHER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/29/2023

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

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PRODUCER License # 0E02096 DiBuduo & DeFendis Insurance Brokers, LLC 1560 Cummins Drive, Suite A Modesto, CA 95358-6406	CONTACT NAME: PHONE (A/C, No, Ext): (209) 578-0183 FAX (A/C, No): (209) 578-1841 E-MAIL ADDRESS:
INSURED Black Water Consulting Engineers, Inc. 602 Lyell Drive Modesto, CA 95356	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Valley Forge Insurance Co — 20508 INSURER B : National Fire Insurance of Hartford — 20478 INSURER C : Employers Preferred Insurance Company — 10346 INSURER D : Lloyds of London — 15792 INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	6045289343	1/1/2024	1/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG HIRED NONOWNED	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X		6076293974	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			7018700970	1/1/2024	1/1/2025	EACH OCCURRENCE AGGREGATE aggregate	$ 3,000,000 $ $ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			EIG540162800	1/1/2024	1/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liabili			AE243429	1/1/2024	1/1/2025	Ea Claim	2,000,000
D	Professional Liabili			AE243429	1/1/2024	1/1/2025	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
As required by a written contract, Mariposa County Public Works Dept its officers, officials, employees, and volunteers are added as Additional Insureds, as respects General Liability and Auto Liability, per company forms SB14968C 10-19, SB146932G 10-19 and SCA23500d 10 2011 attached. Waiver of Subrogation, in favor of Mariposa County Public Works Dept its officers, officials, employees, and volunteers, applies, as respects General Liability, per company forms SB146968C 10-19 and SB146932G 10-19 attached. Primary wording applies, as respects General Liability and Auto Liability, per company forms CNA80103XX 09-14 and CA00011013 attached.

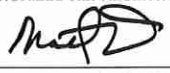
CERTIFICATE HOLDER

Mariposa County Public Works Dept
4639 Ben Hur Road
Mariposa, CA 95338

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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MARIPOSA COUNTY

Public Works · 209-966-2498

COUNTY SERVICE AREA 1M 2023-4

MEETING: May 16, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Task Order No. 3 with Black Water Consulting Engineers for Coulterville Water Improvements

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RECOMMENDATION AND JUSTIFICATION:
Approve Task Order No. 3 with Black Water Consulting Engineers for Coulterville Drought Relief Project Design Services in the Amount Not to Exceed $263,397; and Authorize the Board of Supervisors Chair to Sign the Task Order.

Work includes constructing a second well and rehabilitating the tank. A second well ensures continuous water supply in the event one well fails or requires maintenance. This is an important step in making the system more cost-effective by reducing the need for emergency repairs. A second well also acts as a backup in case of contamination and increases capacity during fluctuations in demand such as fires.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On February 21, 2023, the Board adopted Resolution 2023-03 accepting the Small Community Drought Relief Grant from DWR.

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve and staff will need to find an alternative project delivery method. The Project must be completed by 2025.

FINANCIAL IMPACT:
Project is budgeted in Fund 5578 Coulterville Proposition 1 Water System. The State grant covers 100% of the design costs.

ATTACHMENTS:
Black Water Task Order No. 3 (PDF)

REF ID# 14100

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Shannon Poe, District II Supervisor
AYES: Danette Toso, Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe
EXCUSED: Miles Menetrey

MARIPOSA COUNTY

Public Works · 209-966-2498

COUNTY SERVICE AREA 1M 2023-3

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Adopt a Resolution to Approve & Accept Grant Funding for CSA #1

RECOMMENDATION AND JUSTIFICATION:

Adopt a Resolution to Accept a Small Community Drought Relief Program Grant for the Coulterville Drought Relief Project in the Amount of $2,279,990; Approve a Budget Action Recognizing Unanticipated Revenue in Fund 5578; and Authorize the Public Works Director to Prepare and Sign All Necessary Documents with the DWR (Subject to Approval as to Legal Form by County Counsel).

Public Works applied for a grant from Yosemite-Mariposa Integrated Water Management (IRWM), to the California Department of Water Resources (DWR's) Small Community Drought Relief Program to improve Coulterville CSA-1 Water System to address current and future drought impacts.

The purpose of the Small Community Drought Relief Program is to provide immediate and near-term financial and technical support to small communities.

On August 24, 2022, Public Works received notification of a grant award in the amount of $2,279,900.

The grant includes rehabilitation of the existing 205,000-gallon water storage tank, construct a new well, rehabilitation of the existing well, installation of generator back-up units on the new well and existing well, and land acquisition funds for a new well site.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Small Community Drought Relief Program (Program) was authorized by the Legislature pursuant to the Budget Act of 2021 (Stats. 2021, ch. 69, §112) and its Trailer Bill, Assembly Bill 148 (Stats. 2021, ch. 115, § 97) to address immediate impacts on human health and safety, on fish and wildlife resources, and to provide water to persons or communities that lose or are threatened with the loss or contamination of water supplies.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the County will lose the Grant and will need to develop an alternative fix for the existing tank. The County will remain "at-risk" with their permit from the State.

REF ID# 13331

FINANCIAL IMPACT:
This is a 100% grant funded project. No additional County funding is required to completed the project.

ATTACHMENTS:
Grant Award Letter 8_22_2022 (PDF)
Grant Application _Signed (PDF)
Mariposa Drought Preparedness Plan 2014 (PDF)
Coulterville Drought Relief Resolution (PDF)
Budget Action - FY22-23 Fund 5578 Cltvl Prop 1 Water Systems (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

MARIPOSA COUNTY RESOLUTION NUMBER CSA 1M 23-3

A RESOLUTION AUTHORIZING MARIPOSA COUNTY TO ACCEPT GRANT FUNDING FROM THE SMALL COMMUNITY DROUGHT RELIEF PROGRAM FOR THE COULTERVILLE SERVICE AREA NO. ONE (CSA #1)

WHEREAS, the Coulterville Service Area No. One (CSA #1) is in immediate need of additional utility infrastructure to offset current and future droughts; and

WHEREAS, the Mariposa County Board of Supervisors approved the Mariposa County Drought Preparedness Plan on July 15, 2014; and

WHEREAS, as a result of the current statewide drought in California, Mariposa County submitted a grant application for funding from the Small Community Drought Relief Program for a number of water supply projects countywide.

NOW, THEREFORE BE IT RESOLVED, the Mariposa County Board of Supervisors accepts grant funding in the amount of $2,279,990 for the Coulterville Drought Relief Project from the Small Community Drought Relief Program. The Director of Public Works, or designee, is hereby authorized and directed to prepare the necessary data, conduct investigations, file such proposals, and execute a grant agreement or any amendments thereto with California Department of Water Resources.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County on this 21st day of February 2023, by the following vote:

AYES SMALLCOMBE, POE, TOSO, FORSYTHE, MENETREY
NOES: NONE
EXCUSED: NONE
ABSTAIN: NONE

Shannon Poe, Chair
County Service Area 1M
(Don Pedro)

ATTEST:

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

13331

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
5578	350	45063	State Grant Revenue		($2,279,990)	
5578	350	70321	Utility Infrastructure		$2,279,990	
TRANSFER BETWEEN FUNDS						
				TOTALS	$0	$0

ACTION REQUESTED: (Check all that apply)

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

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

JUSTIFICATION: Coulterville water system improvements

DEPT HEAD SIGNATURE _____ DATE: 3/2/23

APPROVED BY RES NO. 23-003 Deputy CLERK II _____ DATE 3/2/23

5578 Coulterville Proposition 1 - Water System

AUDITOR'S USE ONLY
BA#

Budget Action Form Revised 11/95

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MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-725

MEETING: December 20, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

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

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

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

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

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

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

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

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

REF ID# 13625

DS
MR

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

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AGREEMENT FOR A&E ON-CALL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 7th day of March, 2023, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Black Water Consulting Engineers ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on the date first hereinabove written and shall continue until all authorized work is approved by County or June 30, 2027, whichever is earlier.

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

2. SERVICES

OBLIGATIONS OF THE CONTRACTOR

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

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

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

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

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

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

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

OBLIGATIONS OF THE COUNTY

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

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

C. Serve as a liaison to the public.

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

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

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

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

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3. COMPENSATION

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

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

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

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

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

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

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Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

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

a. County will not withhold FICA (Social Security) from Contractor's payments;
b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
c. County will not withhold state or federal income tax from payment to Contractor;
d. County will not make disability insurance contributions on behalf of Contractor;
e. County will not obtain workers' compensation insurance on behalf of Contractor.

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

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11. NOTICE

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

CONTRACTOR:
Blackwater Consulting Engineers
602 Lyell Drive
Modesto, CA 95356

COUNTY:
Public Works
County of Mariposa
4639 Ben Hur Rd.
Mariposa, CA 95338

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

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16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

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20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

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26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA

DocuSigned by:
Miles S Menetrey
B43EC70C19BE446...

Miles Menetrey, Chair
Board of Supervisors

BLACK WATER CONSULTING ENGINEERS

DocuSigned by:
Jeff Black
C403305842784ED...

Jeff Black, President

COUNTERSIGNED:
(Government Code §25103)

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...

Danielle Bondshu,
Clerk of the Board

APPROVED AS TO FORM:

DocuSigned by:
Steve Dahlem
F6A416F06B394BF...

Steven W. Dahlem
County Counsel

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

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Exhibit 'A'

Scope of Services

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

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

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

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

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

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

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

BILLING INFORMATION / CALCULATION INFORMATION

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

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

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

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

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

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

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

BILLING INFORMATION / CALCULATION INFORMATION

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

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

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

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

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

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

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

BILLING INFORMATION / CALCULATION INFORMATION

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

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

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

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

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

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

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

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

BILLING INFORMATION / CALCULATION INFORMATION

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

Notes:

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

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

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EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

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

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

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

NOTES:

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

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

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

Certification of Direct Costs:

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Jeff Black Title*: President

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

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

Address: 602 Lyell Drive, Modesto, CA 95356

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

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

Water and Wastewater Civil Engineering

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

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

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

Note: Mark-ups are Not Allowed

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

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

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

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

NOTES:

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

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EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

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

☐ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant **Crawford & Associates, Inc.**

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

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

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

Note: Add additional pages if necessary.

NOTES:

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

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EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Benjamin D. Crawford Title *: President

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

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

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

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

List services the consultant is providing under the proposed contract:

Geotechnical Engineering Services

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

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

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

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

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

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

BILLING INFORMATION

CALCULATION INFORMATION

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

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

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

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

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

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

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

FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

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

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

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

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

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

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

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

BILLING INFORMATION

CALCULATION INFORMATION

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

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

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

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

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

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

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

BILLING INFORMATION / CALCULATION INFORMATION

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

Notes:

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

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EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

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

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

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

NOTES:

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

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

Certification of Direct Costs:

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Christopher Johnson Title*: President and Principal Hydrogeologist

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

Email: chris@aegisgw.com Phone Number: 559.981.2313

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

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

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

Hydrogeological Support Services

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

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

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

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

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

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

BILLING INFORMATION

CALCULATION INFORMATION

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

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

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

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

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

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

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

BILLING INFORMATION

CALCULATION INFORMATION

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

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

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

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

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

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

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

BILLING INFORMATION

CALCULATION INFORMATION

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

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

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

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

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

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

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

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

BILLING INFORMATION / CALCULATION INFORMATION

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

Notes:

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

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

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

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

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

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

NOTES:

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

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

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

Certification of Direct Costs:

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Amy Augustine Title*: President

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

Email: tuolandplanner@gmail.com Phone Number: 209.532.7376

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

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

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

Environmental Support Services

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

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

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

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

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

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

BILLING INFORMATION / CALCULATION INFORMATION

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

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

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

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

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

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

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

BILLING INFORMATION / CALCULATION INFORMATION

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

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

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

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

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

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

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

BILLING INFORMATION CALCULATION INFORMATION

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

Notes:

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

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EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

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

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

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

NOTES:

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

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

Certification of Direct Costs:

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Richard Smith Title*: President

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

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

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

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

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

Electrical Engineering

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

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

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

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

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

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

BILLING INFORMATION / CALCULATION INFORMATION

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

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EXHIBIT 10-H2 COST PROPOSAL

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

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

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

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

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

BILLING INFORMATION / CALCULATION INFORMATION

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

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

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

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

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

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

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

BILLING INFORMATION

CALCULATION INFORMATION

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

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

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

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

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

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

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

BILLING INFORMATION CALCULATION INFORMATION

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

Notes:

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

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

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

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

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

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

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

NOTES:

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

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

Certification of Direct Costs:

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Kent Hysell Title*: CFO

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

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

Address: 620 12th Street, Modesto, CA 95354

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

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

Civil Engineering and Land Surveying Services

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

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

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

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

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

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

FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

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

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

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

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

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

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

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

BILLING INFORMATION / CALCULATION INFORMATION

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

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

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

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

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

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

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

BILLING INFORMATION / CALCULATION INFORMATION

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

Notes:

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

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EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

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

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

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

NOTES:

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

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

Certification of Direct Costs:

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Nicholas Fahrney Title*: Principal

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

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

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

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

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

Structural Engineering

EXHIBIT 10-H2 COST PROPOSAL

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

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

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

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

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

BILLING INFORMATION

CALCULATION INFORMATION

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

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

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

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

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

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

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

BILLING INFORMATION / CALCULATION INFORMATION

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

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

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

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

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

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

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

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

BILLING INFORMATION

CALCULATION INFORMATION

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

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

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

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

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

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

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

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

BILLING INFORMATION / CALCULATION INFORMATION

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

Notes:

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

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

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

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

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

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

NOTES:

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

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

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

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

Certification of Direct Costs:

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: William Pedler Title*: President / Geological Engineer

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

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

Address: _____

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

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

Aquifers and Groundwater Systems Consulting

Technical Service Call Out Rates

Downhole Surveys

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

Other Services

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

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

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

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

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

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

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

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

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

BILLING INFORMATION

CALCULATION INFORMATION

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

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EXHIBIT 10-H2 COST PROPOSAL

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

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

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

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

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

BILLING INFORMATION / CALCULATION INFORMATION

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

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

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

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

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

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

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

FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

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

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

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

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

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

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

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

BILLING INFORMATION

CALCULATION INFORMATION

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

Notes:

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

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

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

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

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

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

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

FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

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

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

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

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

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

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

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

BILLING INFORMATION / CALCULATION INFORMATION

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

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

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

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

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

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

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

BILLING INFORMATION

CALCULATION INFORMATION

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

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

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

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

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

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

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

BILLING INFORMATION / CALCULATION INFORMATION

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

Notes:

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

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

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

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

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

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

NOTES:

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

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

Certification of Direct Costs:

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Brian Ludwig Title*: Principal Investigator

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

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

Address: _____

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

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

Archaeological Services

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FEDERAL PROVISIONS

PERFORMANCE PERIOD

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

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

ALLOWABLE COSTS AND PAYMENTS

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

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

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

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

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

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

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

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

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

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

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

TERMINATION

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

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

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

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

COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

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

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

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

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

RETENTION OF RECORD/AUDITS

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

AUDIT REVIEW PROCEDURES

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

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

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

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

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

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

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

Accepted rates will be as follows:

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

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

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

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

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

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

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

SUBCONTRACTING

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

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

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

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

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

EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

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

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

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

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

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

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

STATE PREVAILING WAGE RATES

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

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

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

D. Payroll Records

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

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

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

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

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

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

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

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

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

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

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

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

F. Penalty

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

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

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

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

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

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

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

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

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

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

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

G. Hours of Labor

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

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

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

CONFLICT OF INTEREST

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

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

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

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

REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

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

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

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

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

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

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

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

NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

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

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

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

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

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

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

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

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

DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

3. Does not have a proposed debarment pending; and

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

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

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

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BLACWAT-01 MSMITH

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER License # 0E02096 DiBuduo & DeFendis Insurance Brokers, LLC 1560 Cummins Drive, Suite A Modesto, CA 95358-6406	CONTACT NAME: PHONE (A/C, No, Ext): (209) 578-0183 FAX (A/C, No): (209) 578-1841 E-MAIL ADDRESS:
INSURED Black Water Consulting Engineers, Inc. 602 Lyell Drive Modesto, CA 95356	INSURER A : Valley Forge Insurance Co — NAIC # 20508 INSURER B : National Fire Insurance of Hartford — 20478 INSURER C : Lloyds of London — 15792 INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	X	X	B6045289343	1/1/2023	1/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	X		BUA6076293974	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			B7018700970	1/1/2023	1/1/2024	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
C	Professional Liabili			AE233286	1/1/2023	1/1/2024	Ea Claim	2,000,000
C	Professional Liabili			AE233286	1/1/2023	1/1/2024	Aggregate	2,000,000

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

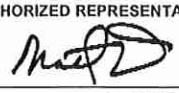
CERTIFICATE HOLDER

Mariposa County Public Works Dept
4639 Ben Hur Road
Mariposa, CA 95338

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068	**CONTACT NAME:** Automatic Data Processing Insurance Agency, Inc. **PHONE (A/C, No, Ext):** 1-800-524-7024 **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Black Water Consulting Engineers, Inc. 602 Lyell Dr Modesto CA 95356	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Security National Insurance Company 19879 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 2807064 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☑ Y (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	SWC1415259	01/01/2023	01/01/2024	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Mariposa County Public Works Department
4639 Ben Hur Road
Mariposa CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Certificate Of Completion

Envelope Id: 4BA9C203AD254761A108F18D57DB575B
Status: Completed
Subject: Complete with DocuSign: 22-725 - Black Water Agreement.pdf
Source Envelope:
Document Pages: 82
Signatures: 4
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Mariposa Clerk of the Board
5100 Bullion St FL 2
Mariposa, CA 95338
Clerk-bos@mariposacounty.org
IP Address: 64.118.100.36

Record Tracking

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3/7/2023 10:18:50 AM
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Signer Events	Signature	Timestamp
Steve Dahlem sdahlem@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Steve Dahlem F6A416F06B394BF... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 3/7/2023 10:22:12 AM Viewed: 3/7/2023 11:33:50 AM Signed: 3/7/2023 11:34:39 AM
Electronic Record and Signature Disclosure: Accepted: 12/28/2022 3:42:40 PM ID: 168bcdc6-bde7-4f01-885a-c1872fec5bc7		
Miles S Menetrey mmenetrey@mariposacounty.org Mariposa County Board Chair Security Level: Email, Account Authentication (None)	DocuSigned by: Miles S Menetrey B43EC70C19BE446... Signature Adoption: Pre-selected Style Using IP Address: 68.233.193.130 Signed using mobile	Sent: 3/7/2023 11:34:45 AM Resent: 3/8/2023 7:09:34 AM Viewed: 3/8/2023 8:26:25 AM Signed: 3/8/2023 8:27:21 AM
Electronic Record and Signature Disclosure: Accepted: 2/16/2023 5:48:07 PM ID: 190c885b-38bf-47d2-91f4-909adbc5aa30		
Danielle Bondshu dbondshu@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Danielle Bondshu 7CA008A502E44EB... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 3/8/2023 8:27:28 AM Viewed: 3/9/2023 2:34:34 PM Signed: 3/9/2023 2:34:42 PM
Electronic Record and Signature Disclosure: Accepted: 1/4/2023 2:37:06 PM ID: 5252ab10-8bee-4985-bdc8-3daabc1d1971		
Jeff Black jeff@blackwater-eng.com President Black Water Consulting Engineers, Inc. Security Level: Email, Account Authentication (None)	DocuSigned by: Jeff Black C402305842784ED... Signature Adoption: Pre-selected Style Using IP Address: 96.77.253.145	Sent: 3/9/2023 2:34:47 PM Viewed: 3/9/2023 2:47:43 PM Signed: 3/9/2023 2:47:56 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 3/9/2023 2:47:43 PM ID: cbb5571d-1b69-4d9c-9b2d-ee45d238844d		
Melinda Rice mrice@mariposacounty.org Security Level: Email, Account Authentication (None)	DS Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 3/9/2023 2:48:01 PM Viewed: 3/13/2023 6:55:41 AM Signed: 3/13/2023 6:55:46 AM

Electronic Record and Signature Disclosure:
Accepted: 12/30/2022 10:48:53 AM
ID: 54fb01b2-acdf-40e0-a768-88ab91d46da5

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/7/2023 10:22:12 AM
Certified Delivered	Security Checked	3/13/2023 6:55:41 AM
Signing Complete	Security Checked	3/13/2023 6:55:46 AM
Completed	Security Checked	3/13/2023 6:55:46 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Mariposa (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Mariposa:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jbond@mariposacounty.org

To advise County of Mariposa of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jbond@mariposacounty.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Mariposa

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jbond@mariposacounty.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Mariposa

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jbond@mariposacounty.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Mariposa as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Mariposa during the course of your relationship with County of Mariposa.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-478

MEETING: November 5, 2024

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Approve Purchase of Harris Radio's in the Amount of $195,871 for the Mariposa County Adult Detention Facility; and Approve Budget Action Transferring Funds to Appropriate Fund Line within the Sheriff's Office ($195,871) (4/5th Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Purchase of Harris Radio's in the Amount of $195,871 for the Mariposa County Adult Detention Facility; and Approve Budget Action Transferring Funds to Appropriate Fund Line within the Sheriff's Office ($195,871) (4/5th Vote Required).

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

Do not approve and 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. **Cook's Communications - Sole Source**
2. **MariposaCoAdultDetentionJeremySpkrMics8202412BayBeOn**
3. **Budget Action Form -Harris Radios**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

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

Estimate

160 North Broadway
Fresno, CA 93701-1592

Phone: (559) 233-8818 (559) 268-8506

Customer No.: MARIPOSASHER
Quote No.: 14627

Quote To: **County of Mariposa Sheriff Dept**
P O Box 276
Mariposa, CA 95338-0276

Phone:
Fax:

Ship To: **Mariposa County Adult Detention Facility**
5379 Hwy 49 N
X2360
Mariposa, CA 95338

Phone: (209) 966-3615
Email: jday@mariposacounty.org

Date	Ship Via	F.O.B.	Terms
08/19/24	UPS Ground	Origin	Net 30

Purchase Order Number	Sales Person	Expiration Date
	Paul Lambert	09/19/24

Quantity Required	Item Number	Description	Unit Price	Amount
30	XL-PFM1M	Harris XL-200P P25 Portable, Full Keypad Midnight Black	2765.00	82950.00
30	XL-PKGF1	Harris Feature Package All Bands V+U+7/800	1256.50	37695.00
30	XL-NC5Z	Harris Antenna for XL-200P 136-870	87.50	2625.00
30	XL-PL4U	Harris Feature Package Single-Key DES Encryption	0.01	0.30
30	XL-PA4K	Harris Battery LI-ION, Hi Cap, 4800MAH	136.50	4095.00
30	XL-HC3L	Harris Metal Belt Clip for XL-200P	30.00	900.00
30	XL-AE1V	Harris Speaker Mic, Wireless Bluetooth, Advanced	209.30	6279.00
15	XL-AE1S	Earpiece/Mic/PTT,covert, Bluetooth Includes volume control, push-to-talk, emergency/distress button, power/pairing button, 3.5mm earphone jack, and accessory wall charger.	132.30	1984.50
1	AT6085A	Harris Charger, 12 Bay Lithium, XL Does not charge radios with Batteries attached.	665.00	665.00
30	XL-CH6F	Harris Single Unit Charger Old P/N XL-CH6A	178.00	5340.00
30	XL-PL8T	Harris Feature LTE	945.00	28350.00
30	BM-PKGCL-XL	Harris Pkg, BEON XL Radio license BeOn Client License enabling the LTE radio to provide PTT over LTE or WiFi networks. A BeOn server is required to enable this option.	280.00	8400.00

Thank You

Estimate

160 North Broadway
Fresno, CA 93701-1592

Phone: (559) 233-8818 (559) 268-8506

Customer No.: MARIPOSASHER
Quote No.: 14627

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Date	Ship Via	F.O.B.	Terms
08/19/24	UPS Ground	Origin	Net 30

Purchase Order Number	Sales Person	Expiration Date
	Paul Lambert	09/19/24

Quantity Required	Item Number	Description	Unit Price	Amount
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	179903.80
Freight charges	225.00
Sales tax @ 8.75000%	15741.58
Total	195870.38

We appreciate your continued patronage

Thank You

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3442	0220	60421	Equipment			195,871
3442	0220	70211	General Equipment		195,871	
1001	0219	70211	General Equipment			
				TOTALS	195,871	195,871

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 - 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 #

Budget Revision Form Revised 07/2023

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: November 5, 2024

TO: The Board of Supervisors

FROM: Monica Nielsen, Agricultural Commissioner

RE: Receive a Presentation of the 2023 Mariposa Agricultural Report

---

RECOMMENDATION AND JUSTIFICATION

Receive a Presentation of the 2023 Mariposa Agricultural Report.

This presentation of the 2023 Mariposa County Agricultural Report is in accordance with California Food and Agricultural Code section 2272, Sustainable Agriculture Report, and section 2279, Agricultural Crop Report. This annual publication summarizes the acreage, production, and value of the agricultural production in Mariposa County. The report summaries activities including pest detection, pest management, pest exclusion, and organic farming for sustainable agriculture.
The annual agricultural report only represents the gross value of agriculture in Mariposa County. The values do not include the actual net profit to the producer or the multiplier effect on the local economy.
Mariposa County's estimated gross value of agriculture for calendar year 2023 was $28,027,865; including forest products, the estimated gross value was $28,320,695.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board receives this report every year.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not hear the presentation and miss the opportunity to learn about Mariposa County's Agricultural Industry.

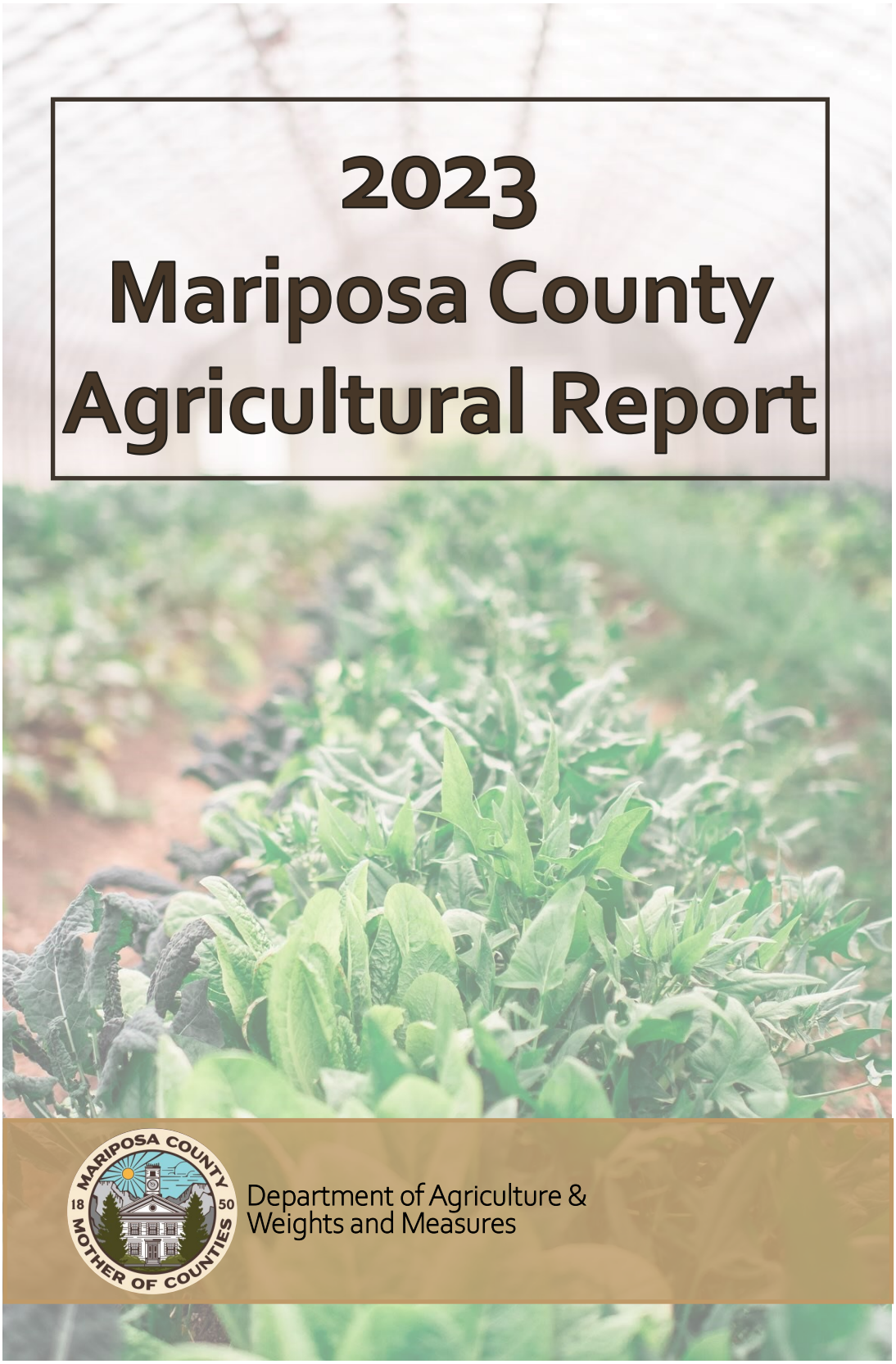
FINANCIAL IMPACT

None.

ATTACHMENTS

1. **2023 Mariposa County Agricultural Report**
2. **2023 Mariposa County Agricultural Report Presentation**

2023 Mariposa County Agricultural Report



Department of Agriculture &
Weights and Measures

Table of Contents

Letter to Secretary	Page 2
Crop Statistics	Page 3
Crop Recapitulation	Page 6
Historical Comparison	Page 8
Annual Sustainable Ag Report	Page 9
Pest Management	Page 11
Direct Marketing	Page 12
Pesticide Use Enforcement	Page 13
Weights & Measures	Page 14

Thank you to Happy Goat Inc. for providing the cover photo & Mariposa Native Plants for the internal page photo for the 2023 Crop Report.

Department of Agriculture & Weights and Measures Staff

Monica Nielsen	Agricultural Commissioner & Sealer of Weights and Measures
Mikaela Williams	Agricultural & Standards Inspector
Mary Souza	Office Technician
Vacant	Extra Help - Agricultural Field Assistant
Chris Freitas	Wildlife Services Specialist

Mariposa County

MONICA NIELSEN
Agricultural Commissioner &
Sealer of Weights and Measures

5009 Fairgrounds Road
Post Office Box 905
Mariposa, CA 95338
(209) 966-2075 Phone
agcomm@mariposacounty.org

Karen Ross, Secretary

California Department of Food and Agriculture
and

The Honorable Board of Supervisors, County of Mariposa

Supervisor Rosemarie Smallcombe, District I — Supervisor Shannon Poe, District II

Supervisor Danette Toso, District III — Supervisor Wayne Forsythe, District IV

Supervisor Miles Menetrey, District V, Chairperson

In accordance with California Food and Agricultural Code section 2272 and section 2279, I am submitting the 2023 Agricultural Report for Mariposa County. This annual publication summarizes the acreage, production, and value of the agricultural production in Mariposa County. I must stress that these are gross values only and does not represent the actual net profit to the producer or the multiplier effect on the local economy.

Mariposa County's total gross value for agricultural commodities was estimated at $28,027,865; including forestry products the value was $28,320,695. This represents less than 1% decrease for agricultural commodities and forestry products. The agricultural production value continues to show the economic importance and the impact that agricultural production has on the local and regional economy.

In Mariposa County, cattle and calves continues to be the county's leading agricultural commodity with a production value of $20,692,250 was about 2.5% increase from 2022. This is due to increase price for hundredweight.

Rangeland followed in second with a production value of $6,553,239, a 11.8% decrease from 2022. We did see our second year of Forestry Products increase over 100%.

In 2022, Mariposa County certified producers increased for the second year. Buying local assisted Miscellaneous Vegetables value was $212,007 an increase of 32%%. This year Miscellaneous Fruits and Nuts saw a 7% loss. Once again, wine grapes are included in Miscellaneous Fruits and Nuts Commodities to avoid disclosure of the producers because there was a lack of harvested wine grapes.

This report reflects many combined categories, this is to keep reporting confidential and does not reflect upon individual operations. County crop reports are the smallest unit measured for any commodity.

I would like to extend my sincere thanks and appreciation of ranchers, agricultural producers, stakeholders, and public agencies that made this report possible, especially those providing data used in the compilation of this report. I would like to thank Agricultural & Standards Inspector, Mikaela Williams for compiling the data for this report. Without your hard work and dedication, this report would not be possible.

Respectfully Submitted,

Monica Nielsen

Monica L. Nielsen
Agriculture Commissioner &
Sealer of Weights and Measures

Photo By: Lauren Miller

Livestock and Poultry

Item	Year	Number of Head	Total Weight	Unit	$/Unit	Value
Cattle & Calves	2023	33,288	111,850	CWT	$185	$20,692,250
	2022	35,980	120,897	CWT	$167	$20,189,766
Misc. Livestock	2023	Includes all Poultry, Goats, Sheep, Hogs				$200,628
	2022					$187,225
Total	2023					$20,892,878
	2022					$20,376,991

Livestock and Poultry Products

Item	Year		Value
Misc. Livestock & Poultry Products	2023	All Eggs (Chicken and Quail), Wool	$24,930
	2022		$21,732

Field Crops

Item	Year	Acres	Unit	Price Per Unit	Value
Rangeland	2023	340,428	Acres	$19.25	$6,553,239
	2022	399,085	Acres	$18.48	$7,375,091
Misc. Field Crops	2023	Sudan, Oak, Native, and Other Pasture Hay			$51,650
	2022				$13,940
Total	2023				$6,604,889
	2022				$7,389,031

Photo By: Raw Roots

Photo By: Fouch Farms

Photo By: Fungi Temple

Fruits and Vegetables

Item	Year		Value
Misc. Fruits	2023	Includes Grapes (wine), Apples, Herbs, Olives, Misc. Tree Fruits	$79,000
	2022		$84,812
Misc. Vegetables	2023	Includes Microgreens, Mushrooms, Misc. Vegetables	$212,007
	2022		$153,500
Total	2023		$291,007
	2022		$238,312

Nursery Product

Item	Year		Total Value
Nursery Products	2023	Nursery Stock & Cut Flowers	$77,161
	2022		$73,604

Photo By: Sierra Foothill Conservancy

Apiary Product

Item	Year		Total Value
Apiary Products	2023	Honey & All Apiary Products	$137,000
	2022		$53,815

Forest Product

Item	Year		Total Value
Misc. Forest Product	2023	Includes Milled Lumber, Biomass, Christmas Trees, Firewood	$292,830
	2022		$197,729

Agricultural Crop Report Recapitulation

Commodity	Year	Value
Livestock & Poultry	2023	$ 20,892,878
	2022	$ 20,376,991
Livestock & Poultry Products	2023	$ 24,930
	2022	$ 21,732
Field Crops	2023	$ 6,604,889
	2022	$ 7,389,031
Misc. Fruits and Nuts	2023	$ 79,000
	2022	$ 84,812
Misc. Vegetables	2023	$ 212,007
	2022	$ 153,500
Apiary Products	2023	$ 137, 000
	2022	$ 53,815
Nursery Products	2023	$ 77,161
	2022	$ 73,604
TOTAL AGRICULTURAL COMMODITIES	2023	$ 28,027,865
	2022	$ 28,153,485
Forest Products	2023	$ 292,830
	2022	$197,729
TOTAL AGRICULTURAL COMMODITIES with FOREST PRODUCTS	2023	$ 28,183,695
	2022	$28,351,214

Cattle & Calves
73.42%

Rangeland
23.25%

Misc. Livestock
0.71%

Misc. Vegetables
0.75%

Misc. Fruit
0.28%

Nursery Products
0.27%

Apiary Products
0.49%

Livestock/Poultry Products
0.09%

Misc. Field Crops
0.02%

As we reflect on 2023 we are remined to appreciate the little things because they often turn into much more: a normal rain year, plenty of grassland feed, a good harvest, and a great community. Thank you to all Mariposa Counties producers, ranchers, and partners for another successful year.

WE APPRECIATE YOU!!

Top Commodities - Twenty Year Comparison

2023		2003	
Cattle & Calves	$ 20,692,250	Cattle & Calves	$ 9,736,000
Rangeland	$ 6,553,239	Rangeland	$ 7,058,000
Forest Products	$ 292,830	Misc. Livestock & Poultry Products	$ 1,236,000
Misc. Vegetables	$ 212,007	All Poultry	$ 974,000
Misc. Livestock	$ 200,628	Forest Products	$ 644,000
Apiary Products	$ 137,000	Misc. Fruit & Nuts	$ 451,000
Misc. Fruit, Nuts & Grapes	$ 79,000	Honey	$ 213,000
Nursery Products	$ 77,161	Sheep & Lambs	$ 189,000
Misc. Field Crops	$ 51,650	Nursery Stock	$ 160,000
Misc. Livestock & Poultry Products	$ 24,930	Misc. Livestock	$ 119,000

Sustainable Agriculture Report

Pest Exclusion

Pest Exclusion provides the first line of defense for California agriculture. Inspections preformed on intrastate and interstate shipments of 292 plants, 2035 lbs of seed, and 1511 bee hives. This provides protection from the introduction or spread of harmful insects, plant diseases, weeds, and other pests into the county through normal channels of trade like USPS, UPS, Truck Deliveries, etc.

Blue Tag Inspections

The Mariposa County Ag Department inspected 5,364 pieces of plant material considered to be a host for the invasive Glassy Winged Sharphooter (GWSS). These shipments were inspected for the GWSS and for GWSS egg masses. The introduction of GWSS in Mariposa County would be detrimental to Mariposa's Vineyards.

Pest Detection

The Pest Detection program provides a second line of defense against exotic pests. Traps with pheromone lures are placed to detect invasive pests before they become widely established. The goal is early detection. This allows for eradication methods to be biologically and economically feasible. Bug traps are placed in areas throughout the county to detect the following insect pests: Mediterranean Fruit Fly, Glassy Winged Sharpshooter, Spongy Moth, Japanese Beetles, Asian Citrus Psyllid, European Pine Shoot Moth, and Khapra Beetle. These traps are checked bi-weekly and rotated every six weeks to a new location from the months of May to October.

Target Pest	Traps Placed at One Time	Total Traps Serviced	Host Crop
Spongy Moth	200	1551	Oaks & Pine Trees
Glassy Winged Sharpshooter	80	886	Various Trees & Shrubs
Mediterranean Fruit Fly	35	417	Fruit Trees
Japanese Beetle	16	122	Turf & Flowers
European Pine Shoot Moth	6	35	Pine trees
Asian Citrus Psyllid	1	10	Citrus
Khapra Beetle	3	20	Grain Products

Pest Management

Pest Abatement

Mariposa County works hard to reduce three species of invasive noxious weeds in Mariposa County. Noxious weeds include Yellow Star Thistle (YST), Tocalote, and Klamath Weed. Weeds are controlled with methods including hand pulling, mechanical removal, chemical spraying, and biocontrol with the release of different natural predators. In 2023, 64 acres of YST/Tocalote were sprayed along Mariposa County Roads.

Biocontrol

Pest	Agent/Mechanism	Scope of Program
Ash Whitefly, *Siphoninus phillyreae*	Parasitic Wasp, *Encarsia ssp.*	County Wide
Red Gum Lerp Psyllid, *Glycaspis brimblecombei*	Parasitic Wasp, *Psyllaephagus bliteus*	County Wide
Klamath Weed, *Hypericum perforatum*	Klamathweed beetle, *Chrysolina quadrigemina*	County Wide
Puncturevine, *Tribulus terrestris*	Seed & Stem Weevils, *Microlarinus lareynii*	County Wide
Yellow Starthistle, *Centaurea solstitialis*	Seed Head Weevil, *Bangasternus orientalis*	2 sites
	Hairy weevil, *Eustenopus villosu*	Various Sites
	Peacock Fly, *Chaetorellia australis*	4 sites

Direct Marketing Programs

Certified Farmers Market Program

Mariposa County had one Certified Farmers' Market in 2023. It was located at 6th Street and Stroming Road. The Mariposa Certified Farmers Market was held from May through October on Wednesday evenings. Mariposa had a total of ten Certified Producers throughout the county. Certified Producers are required to have their production site inspected to insure all products that are being sold are grown by the producer.

Organic Program

2023 Mariposa County had three Certified Organic producers registered with the CDFA Organic Program. Most producers in Mariposa County use all-natural farming methods. Mariposa Department of Agriculture inspected five businesses selling organic products and took three organic samples of organically marketed products to insure each product met organic standards.

PESTICIDE USE ENFORCEMENT

2023 Permits

Restricted Materials Permits	4 RMPs
Operator IDs	46 OIDs

2023 County Pesticide Registration

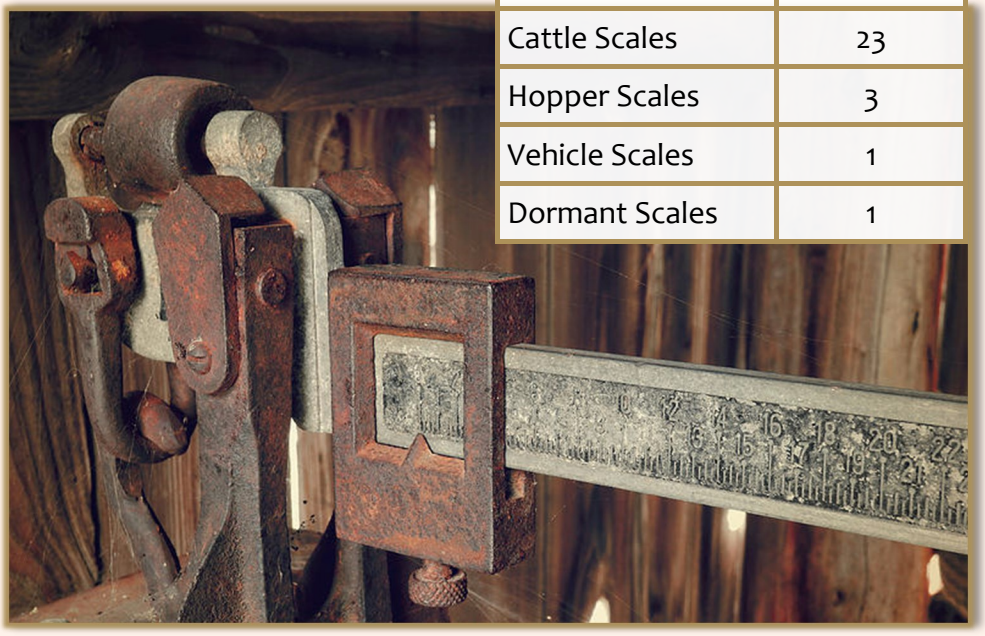
Pest Control Business	28 Operators
Branch 1 Structural Pest Control Business	4 Operators
Branch 2 & 3 Structural Pest Control Business	38 Operators
Pest Control Aircraft Pilot	0 Operators
Maintenance Gardeners	1 Operators
Farm Labor Contractor	3 Contractors
Pest Control Advisor	17 Advisors

Weights & Measures

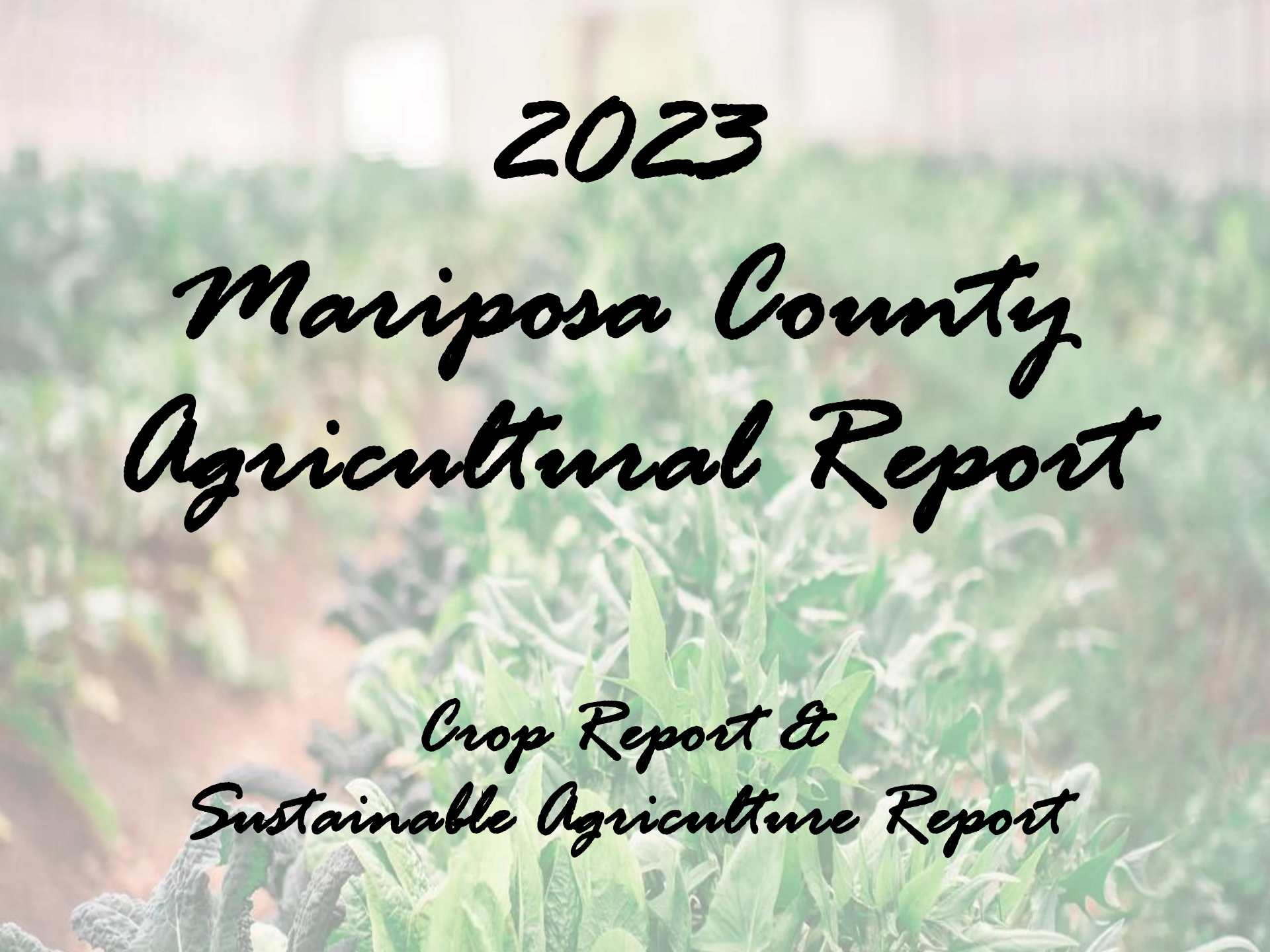
Measuring Devices	
	Inspections
Cordage Meter	3
LPG (Propane)	10
Retail Fuel Meter (Gas Pumps)	184
Vehicle Meter	3
Wholesale Meter	11
Electric Submeter	111
Water Meter	1

Petroleum Signage	
	Number
Locations Inspected	18

Weighing Devices	
	Inspections
Computing Scales	26
Counter Scales	2
Platform Scales	2
Hanging Scales	3
Animal Scales	3
Cattle Scales	23
Hopper Scales	3
Vehicle Scales	1
Dormant Scales	1



Mariposa County
Department of Agriculture
& Weights and Measures
PO Box 905, Mariposa, CA 95338



2023 Mariposa County Agricultural Report

Crop Report & Sustainable Agriculture Report

2023 Crop Report Overview

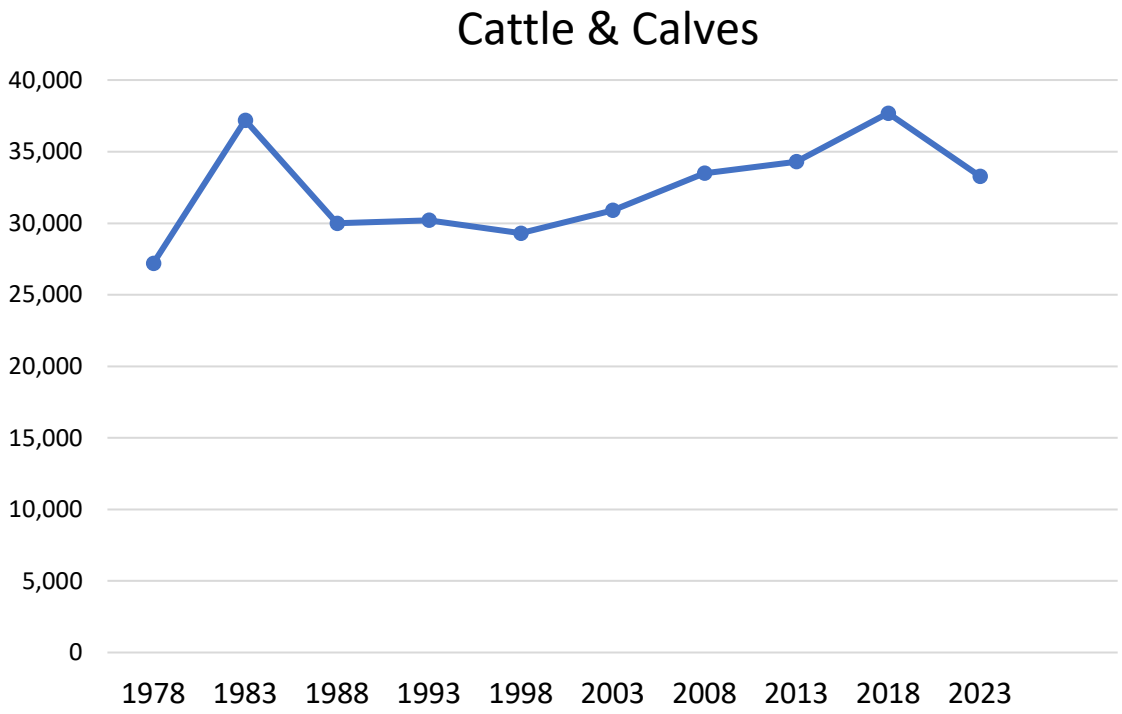
- Total Agricultural Commodities
  - 2023 $28,027,865
  - 2022 $28,153,485
  - Difference -.44%

- Total Agricultural & Forestry Commodities
  - 2023 $28,320,695
  - 2022 $28,351,214
  - Difference -.10%

2023 Top Commodities

Cattle & Calves	2023	111,850	$185/cwt	$20,692,250	+2.4%
	2022	120,897	$167/cwt	$20,189,766	
Rangeland	2023	340,428	$19.25/ac	$6,553,239	-11.8%
	2022	399,085	$18.48/ac	$7,375,091	
Forestry Products	2023			$292,830	+100%
	2022			$197,729	

Mariposa Cattle & Calves through the years



Sustainable Agricultural Report

FAC 2272

- Pest Detection
  - Trapping Season is May 1, 2023, through October 15, 2023.
  - Covered 11,041 miles

Target Pest	Traps Placed	Total Traps Serviced	Host Crop
Mediterranean Fruit Fly	35	417	Fruit Trees
Glassy Winged Sharpshooter	80	886	Various Trees & Shrubs
Spongy Moth	200	417	Fruit Trees
Japanese Beetle	16	122	Turf & Flowers
European Pine Shoot Moth	6	35	Pine trees
Asian Citrus Psyllid	1	10	Citrus
Khapra Beetle	3	20	Grain Products

Sustainable Agricultural Report

FAC 2272

- **Pest Exclusion**
  - **Inspections Notifications from Border Stations**
    - **Plants** **292 Plants/Trees/Shrubs**
    - **Seed** **2035 pounds**
    - **Bee Hives** **1511 Bee Hives**
  - **Blue Tag Glassy Wing Sharpshooter Inspections**
    - **50 Shipments containing 5,364 plants**

Sustainable Agricultural Report

FAC 2272

- Organic
  - Certified Producers- 3
  - Organic Inspections- 5
  - Random Spot Samples- 3

- Farmers Market – 1

- Certified Producers- 10

Weights and Measures Inspections

Measuring Devices		Weighing Devices	
Cordage Meters	3	Computing Scales	26
Propane Meters	10	Counter Scales	2
Retail Gas Meters	184	Platform/Dormant Scales	3
Wholesale Meters	11	Hanging Scales	3
Vehicle Meters	3	Animal Scales	3
Electric Meters	111	Cattle Scales	23
Water Meters	1	Hopper Scales	3
		Vehicle Scales	1

Petroleum Labeling Inspections	18

Pesticide Use Enforcement

- Pesticide Use Permit
  - Restricted Materials Permits 4
  - Operator Identification Numbers 46
- Pesticide Business Registrations
  - Structural Pest Control Business 42
  - Pest Control Business 28
  - Maintenance Gardener 1
  - Pest Control Advisors 17
  - Farm Labor Contractors 3

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-479

MEETING: November 5, 2024

TO: The Board of Supervisors

FROM: Vincent Kehoe, Assessor/Recorder

RE: Approve Loan Agreement between the County of Mariposa and the US National Park Service (NPS) in Yosemite National Park for Preserving and Digitizing Historic Maps of the County; and Authorize the Board of Supervisors Chair to Sign the Loan Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve a Loan Agreement between the County of Mariposa and the US National Park Service (NPS) in Yosemite National Park for Preserving and Digitizing Historic Maps of the County; and Authorize the Board of Supervisors Chair to Sign the Loan Agreement.

The maps in question are recorded maps and, as such, they are public documents which should be available to the public. Most are one of a kind, hand drawn maps for which there are no copies and no back-up. The bulk of these maps are currently stored in the vault in the basement of the County Administration Building with some in the vault in the County Museum. The administration building vault does not have optimum conditions for storage of paper documents, especially hand drawn maps that may be 100 years old or older. The Staff of the Assessor-Recorder created an inventory of all 700+/- maps with details such as title, age, size, condition, paper type, etc.

The County Assessor-Recorder and the NPS have been in discussions for a number of years about digitizing the County's recorded maps. The relationship has developed to the point where the NPS Archivist has offered to preserve and digitize our maps at no cost to the County. They will conserve (rehabilitate) maps as funding allows.

Some of the maps predate the establishment of Yosemite National Park in 1864. The NPS professional archivists will unfold and unroll maps for storage in their archives and create digital copies for use by the County and post to the searchable website of the Park Archives. The County's maps will be housed in the Park Archives in El Portal but will remain the property of Mariposa County, and will be returned if requested by the County. The agreement must be renewed every three years per the NPS regulations. A copy of the loan agreement accompanies this item.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Assessor-Recorder presented this project to the Historic Sites and Records Preservation Commission (HSRPC) at their September 9th and October 21st meetings. During their meeting on September 9th, 2024, the Commission recommended the Assessor/Recorder come back with the loan agreement for review.

Vince Kehoe, Assessor-Recorder, brought the Loan agreement to the Commission during their October 21st meeting. The Commission directed staff to bring it to the Board for final approval with items added at the commission's recommendation; these items have been incorporated into the loan agreement. The HSRPC supported the project, noting that preserving and scanning the historical maps is needed.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

It is the Assessor-Recorder's opinion that these historical documents are "at risk" of loss in their current location and condition. Not approving this agreement will leave them at risk and unavailable for use by the public. If not approved, the County will need to begin budgeting funds to preserve these historical maps, which will come at a major cost.

FINANCIAL IMPACT

None. This is a no-cost agreement.

ATTACHMENTS

1. **USNPS - Mariposa County Loan Agreement Page 1 of 2 Pages 10-24-2024 for BOS agenda**
2. **USNPS - Mariposa County Loan Agreement Page 2 of 2 Pages 10-24-2024 for BOS agenda**
3. **HSRPC Recommendations**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
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

US Department of the Interior
National Park Service

Incoming Loan Agreement

Accession No.

NPS Unit (Borrower): Yosemite National Park
(Street/Box): P.O. Box 577 Telephone: (209)372-0297
(City/State/Zip): Yosemite CA 95389- Fax Number: (209)372-0255
Superintendent (please print): Cicely Muldoon
Shipping Address (if different): Archives of Yosemite National Park, El Portal, CA

LENDER: County of Mariposa
(Department): Assessor-Recorder
(Street/Box): PO Box 35, 4982 10th Street Telephone: 209-966-2332
(City/State/Zip/Country): Mariposa, CA 95338 Fax Number:
Responsible Official (Lender): Vincent P. Kehoe Title: Assessor-Recorder
Shipping Address (if different):

PURPOSE OF LOAN:

For the preservation and digitizing of historic maps of the County of Mariposa by the US National Park Service (NPS) Archives in Yosemite National Park. Digital copies will be made and provided to the Mariposa County Assessor-Recorder and originals will be preserved in the Archives of Yosemite National Park in El Portal, CA which is within Mariposa County. Conservation of maps will be performed by the NPS as funding allows. The long term purpose of this loan project is to preserve, digitize and conserve up to 700 +/- historic maps from Mariposa County.

Credit Line:

ITEMS IN LOAN:

This is a cooperative project between the County of Mariposa and Yosemite National Park. Initally, approximately 100 +/- historic maps will be loaned to the NPS for the purpose of digitizing and preserving these documents. The initial transfer is a test case. If this test case is completed to the satisfaction of the Mariposa County Historic Sites and Records Preservation Commission (HSRPC) and the County Assessor-Recorder additional maps may be approved for loan to the Archives of Yosemite National Park. Maps included were recorded in the earliest years of Mariposa County as Official Records. As such they are public documents; the original copies are one of a kind for which there is no back-up. Maps will remain the property of the County of Mariposa and will be returned at the written request of the Mariposa County Assessor-Recorder or HSRPC. An inventory of maps included in this transfer and all subsequent transfers will be acknowledged in writing by the staff of the Mariposa County Assessor-Recorder and the Archivist of Yosemite National Park and will accompany items in each transfer. A transfer controll log and protocol for transfer will be created by the NPS and County Assessor-Recorder.

INITIATION DATE November, 2024 **TERMINATION DATE:** To be determined

INSURANCE AND SHIPPING/PACKING:

Insurance Paid By:
Insurance Company: Policy No.:
Packer:
Shipping Paid By:
Method of Shipping: Outgoing: Return:

US Department of the Interior
National Park Service

Accession No.

Incoming Loan Agreement (Continued)

LOAN CONDITIONS:

Incoming loans are subject to the terms and conditions noted on the attached Conditions for Incoming Loans.

Additional Loan Conditions:

The results of this test case shall be evaluated by the HSRPC and the Assessor-Recorder at a meeting in early 2025; the NPS Archivist may be present for that evaluation. A decision will be made at that time to continue the project by loaning additional maps or return the intial installment of maps. The NPS will place digital copies in a "County of Mariposa Collection" to be available in the online library of the Archives of Yosemite National Park. Credit will be given to the County of Mariposa each time a map is viewed online or in a public display. Maps shall not be moved to any other location without prior written approval from Mariposa County. The NPS will provide technical guidelines for digitization and preservation, asset access, permission and uses along with a policy statement regarding preservation of sensitive Tribal Cultural information. The County of Mariposa acknowlegdes that the NPS is undertaking this project at no cost to the County of Mariposa.

SIGNATURES:

ON INITIATION OF THIS AGREEMENT: The undersigned borrower is an authorized agent of the National Park Service. Signatures indicate agreement to terms specified in this loan agreement and attached conditions.

PLEASE SIGN BOTH COPIES AND RETURN THE ORIGINAL TO THE NPS.

Signature Date

Name of Responsible Official (Lender or Authorized Agent), Title (Please print)

Signature Date

Cicely Muldoon
Name of Superintendent (Borrowing NPS Unit), (Please print)

RETURN STATUS:

Extension Termination Date:

RETURN OF LOAN:

The undersigned is an authorized agent of the lender. Signature acknowledges receipt of all material in good condition or in condition as noted on this agreement or in attached object condition reports(s). A signed copy is sent to the borrower to acknowledge the return of the loan.

Signature Date

Name of Lender or Authorized Agent (Please print)

Outlook

Re: Map Preservation Project

From Polina Pivak <ppivak@mariposacounty.org>
Date Mon 10/28/2024 3:16 PM
To Danielle Bondshu <dbondshu@mariposacounty.org>

Hi Danielle,

Here is a minute order (sort of) for the HSRPC historic maps item:

HSRPC Item 4a: Discussion and Direction on Revised Agreement for Assessor's Office Maps Loan to National Park Service for Digitization Project for Records Preservation

Vince Kehoe presented the item and introduced Paul Rogers, the archivist for Yosemite National Park (YNP). Rogers stated that temporary conservators are coming for two months this winter. They will be able to complete a lot of the map conservation, which includes flattening, flagging for any repairs, and digitization. Mariposa County will receive a copy of the map digitization files. The maps are currently at risk due to existing storage systems and many do not have a backup copy.

Kehoe proposed limiting the loan agreement to about 100 maps at first as a test case. Jacob Hawley asked if the rest of the maps can be done once the conservators leave. Kehoe and Rogers affirmed and stated they would have to be completed at a later date. The maps can be housed at the National Park Service (NPS) unless they are requested by the County. The maps will be moved as little as possible and in groups of about 30 at a time. Maps will be tracked based on an inventory spreadsheet.

Ben Goger asked how maps with culturally significant areas will be handled. Rogers stated that these maps would not be available to the public. Pivak stated that Sarah Hughes, who previously worked to inventory all of the Assessor/Recorder maps, informed her that all of the maps are numbered Records of Surveys and recorded in the the public record, and therefore must be available to the public by law. Kehoe affirmed and stated that generally cultural resources are not identified on Records of Surveys and Hughes stated she was not aware of any maps in the Assessor/Recorder's possession that showed cultural resources. Clay River requested that the Southern Sierra Miwuk Nation have access to the digitized maps and that NPS prioritize following tribal consultation procedure. Letha Goger stated that this should be included in an addendum.

Letha Goger urged Kehoe and Rogers to consider adding an addendum to the loan agreement that includes specifications for conservation and digitization so the process is clearly followed. Goger asked if it would be possible to obtain a printed copy of the digitized maps. Rogers stated that NPS can provide a master digital copy for the County to print themselves on a plotter. Any maps put on display by NPS will be digital copies of the maps. Letha Goger also stated that

Jazzmyn Gegere asked how would future personnel and superintendent be made aware of the loan agreement and process. NPS representatives stated that the Yosemite National Park (YNP) needs to approve each loan agreement and keeps a file record of all agreements, but cannot confirm that future NPS will keep the maps or request a change to the loan agreement, because it becomes storage capacity

issue. HSRPC agreed that the maps should stay at YNP and not be moved to another location without permission from the County.

Danielle Bondshu stated that the Board of Supervisors would also need to approve of the loan agreement.

HSRPC agreed that the loan agreement with NPS needs to move forward to save the maps.

Ben Goger asked if the maps will be monetized. Kehoe stated that the County owns the maps and this would have to be a Board of Supervisors decision.

Rogers stated that the loan agreement is for a period of 3 years can be re-evaluated at the time of its expiration, however NPS can check in on progress with the County and HSRPC in early 2025.

HSRPC recommended that the BOS move forward with the loan agreement with a revision to the next evaluation date to early 2025, clarification that the maps shall not be moved to another location not authorized by the County, and an addendum with an inventory control log; protocol for transfer and return of maps; technical guidelines for digitization and preservation process; asset access, permission and uses; and special conservation statement for NPS to follow process for tribal resource consultation and display.

Thank you and let me know if you need additional information!

Respectfully,

Polina Pivak
Housing and Community Development Specialist

MARIPOSA COUNTY PLANNING DEPARTMENT
Community Design and Development
5100 Bullion Street, Mariposa, CA 95338
P: 209-966-5151 F: 209-742-5024
ppivak@mariposacounty.org

From: Danielle Bondshu <dbondshu@mariposacounty.org>
Sent: Thursday, October 24, 2024 3:33 PM
To: Polina Pivak <ppivak@mariposacounty.org>
Subject: Re: Map Preservation Project

Respectfully,

Danielle Bondshu
Clerk of the Board
209-742-1249

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: November 5, 2024

TO: The Board of Supervisors

FROM: Matt Johnson, Librarian

RE: Receive a Presentation by Mariposa County Library, Providing an Update on Library Activities and Goals

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RECOMMENDATION AND JUSTIFICATION

Receive a Presentation by Mariposa County Library, Providing an Update on Library Activities and Goals.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Mariposa County Library typically holds a Summer Reading Program for the community. That tradition continued this year, and staff from the library will present figures related to the amount of patrons who participated, and the levels of involvement in the community. The library staff will also provide an update on other programs and initiatives at the library, as well as a look toward the future.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not receive a presentation and miss the opportunity to learn about the programs and activities being provided to the community by the Library.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **Library presentation fall 2024 (2)**

MARIPOSA COUNTY LIBRARY

2024 PRESENTATION

Mighty oaks from little acorns grow.

YEAR IN REVIEW

October 2023 through September 2024

- goals accomplished
- programming highlights
- grant funded successes

VISION FOR THE FUTURE

- goals for 2025
- long-term goals
- challenges

GOALS ACCOMPLISHED

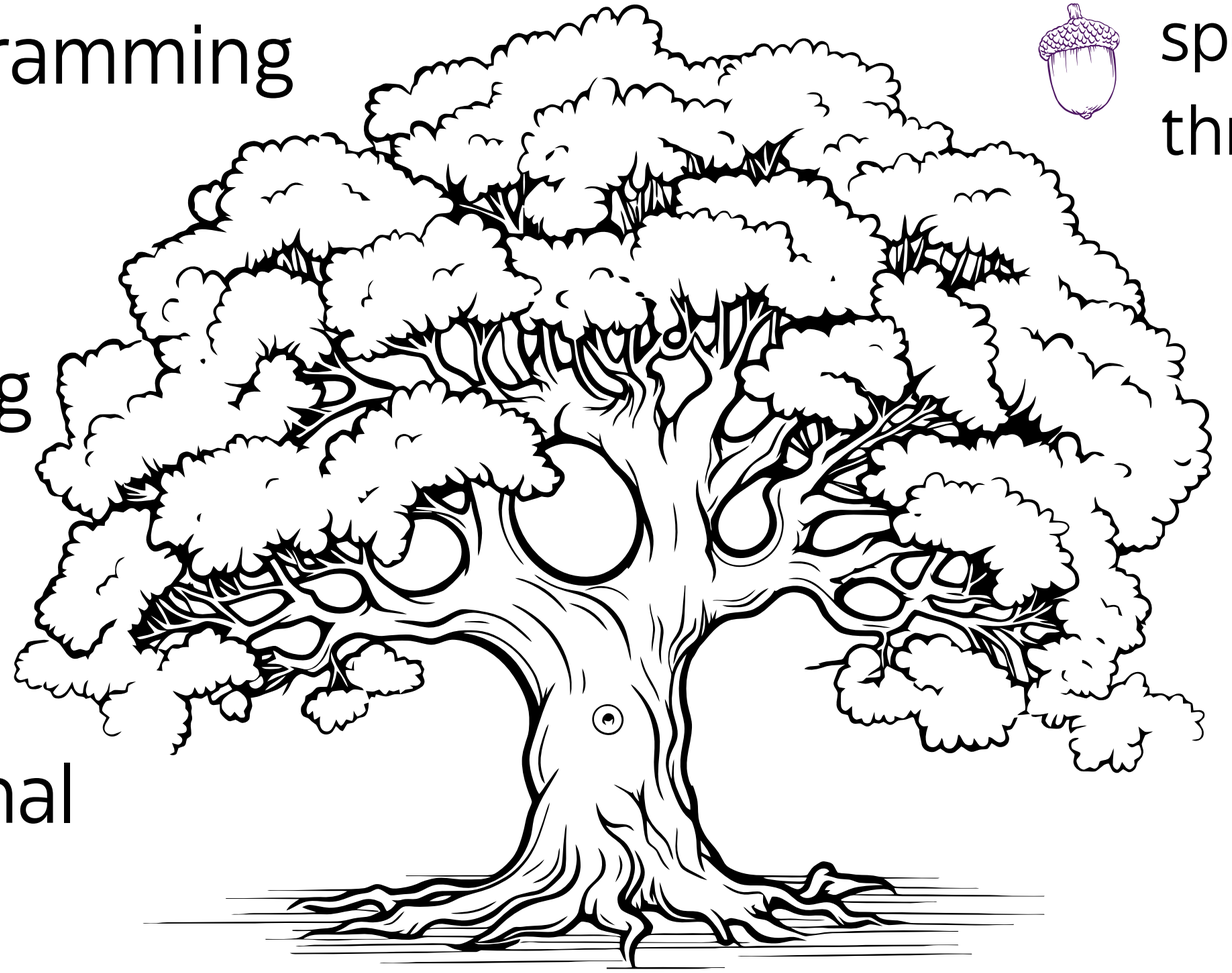
October 2023 through September 2024

- Skilled personnel put in place
- Technology updated at all branches
- Continued to build library's collection, striving to meet the diverse needs of our patrons
- Offered a variety of programs for patrons
- Supported individual needs of county library branches and their employees

PROGRAMMING HIGHLIGHTS

October 2023 through September 2024

- children's programming
- summer reading
- intergenerational workshops
- special library events throughout the county
- collaborating with community partners
- essential services



PROGRAMMING OCTOBER 2023 THROUGH SEPTEMBER 2024

International Observe the Moon Night

JOIN US FOR A TELESCOPE VIEWING OF THE MOON BEHIND THE MARIPOSA COURTHOUSE.

SATURDAY SEPTEMBER 14TH
6:30 TO 8:00 P.M.

THIS EVENT IS SPONSORED BY THE MARIPOSA LIBRARY. IT IS FREE AND OPEN TO ALL! TO LEARN MORE ABOUT HOW THIS EVENT IS OBSERVED AROUND THE WORLD, VISIT MOON.NASA.GOV/OBSERVE

Ornament Workshop at the Mariposa Library

using upcycled cardboard, book pages, and paper to create beautiful handmade ornaments

Sunday, November 5th
10 a.m. to 12 p.m.
at the Mariposa Library

Registration is required for this event. Participants will each make two ornaments to take home, and two to donate to the Mariposa Library tree, supporting the Friends of the Library's December fundraiser. Ages 18+

A NIGHT WITH THE STARS!
(and planets too, maybe even the moons of Jupiter!)

Thursday, March 7th
6:30 to 7:30 P.M.
Telescope viewing in front of the Mariposa Library

ALL ARE WELCOME!

ORIGAMI BOX WORKSHOP

Looking for a unique handmade gift to make for the holidays?

Sunday, December 3
10 a.m. to 12 p.m.
at the Mariposa Library

Learn to make elegant, functional origami boxes!
Participants in this FREE workshop will make both square and triangular boxes. Supplies provided.
Registration required. Questions? Call 209-966-2140.
This workshop is for all ages. Children must be accompanied by an adult.

THE TREASURES OF STORYTELLING

Free Storytelling Workshop hosted by Mariposa Storytellers at the Mariposa Library. No registration required.

THURSDAY, SEPTEMBER 19TH
5:30 TO 7:00 P.M.

Ornament Workshop at the Mariposa Library

Creating elegant origami crane and peace dove ornaments

Sunday, November 5th
1:30 p.m. to 3:30 p.m.
at the Mariposa Library

Registration is required for this event. Participants will each make two ornaments to take home, and two to donate to the Mariposa Library tree, supporting the Friends of the Library's December fundraiser. Ages 18+

AN EVENING OF CONVERSATION WITH AUTHOR STEPHANIE SOILEAU OF LAKE CHARLES, LOUISIANA

JOIN US!
THURSDAY, MARCH 7
5:30 TO 6:30 P.M.
AT THE MARIPOSA LIBRARY
REGISTRATION REQUIRED.
QUESTIONS? CALL 209-966-2140.

IN THE SHADOW OF THE COURTHOUSE
A SPOOKY STORYTELLING EVENT
FRIDAY, OCTOBER 27TH
ON THE COURTHOUSE LAWN

Mariposa Storytellers and the Mariposa Library present a night of family-friendly spooky stories. This event features selected storytellers, including Judge Fagalde sharing a courthouse ghost story! Bring your own chair or blanket to spread out on the lawn. In the event of bad weather, we will move indoors to the Children's Room at the Library. Questions? Call the library at 209-966-2140.

Bring a carved pumpkin and show Jo Ann Arcy or the pod's lantern kickoff at 5:30! Jack's lanterns will be displayed throughout the event on the lawn.

SAIL AWAY!
ON A TINY PAPER BOAT
crafted by your own hands
MONDAY, SEPTEMBER 16
5:30 TO 7:00 P.M.
at the mariposa library

Join us! Paper boat making workshop.
All supplies provided, including old maps for sails.
Registration is required. Space is limited. Ages 16+

INTERGENERATIONAL STORYTELLING EVENT

Pictured: Southern Sierra Miwuk Tribal Elder Dorothy Jackson and Sandra Chapman in conversation with Stewardship Coordinator Anthony Lerma. Photo credit: Holder Wire

THURSDAY, AUGUST 8TH
MIDPINES COMMUNITY HALL
6364 HWY 140. MIDPINES, CA
5:30 TO 6:30 P.M.
CELEBRATING THE SOUTHERN SIERRA MIWUK NATION THROUGH STORYTELLING

JOIN US!
THURSDAY, MARCH 7TH
5:30 TO 6:30 P.M.
AT THE MARIPOSA LIBRARY

AN EVENING OF CONVERSATION WITH AUTHOR STEPHANIE SOILEAU OF LAKE CHARLES, LOUISIANA

The event will be the first installment of local writer Megan Levad Beisner's interview series, **Thank You For the Surgery**, in which people answer the question: What was the most painful critique you ever received, and how did you deal with it?

Registration required. Questions? Call 209-966-2140.

Ornament Workshop at the Mariposa Library

using upcycled cardboard, book pages, and paper to create handmade ornaments

Sunday, November 5th
10 a.m. to 12 p.m.
at the Mariposa Library

Registration is required for this event. Participants will each make two ornaments to take home, and two to donate to the Mariposa Library tree, supporting the Friends of the Library's December fundraiser. Ages 18+

For families with children between 0 and 5 years old

Get in touch

Stop by the library and sign up for any or all of the upcoming free workshops happening on the second Saturday of the month at 10 a.m.

September 14
October 12
November 9
December 14

Space is limited!

Every CHILD Ready to READ @ your library

"Learning to read begins at birth and parents and caregivers are a child's first and best teacher."

This project was supported in whole by funding provided by the State of California, administered by the California State Library.

FAIRY WOODLAND WORKSHOP
at the Mariposa Library
SUNDAY, AUGUST 4TH

Create a miniature fairy garden! Information about entering your fairy garden into this year's Mariposa County Fair will be available at the workshop.

FREE! SUPPLIES PROVIDED.
MORNING SESSION:
10 A.M. TO 12 P.M.
AFTERNOON SESSION:
1:30 TO 3:30 P.M.

AUTHOR'S TALK
THURSDAY, MARCH 21ST
5:30 TO 6:30 P.M.
AT THE MARIPOSA LIBRARY

Registration required.
Questions? Call 209-966-2140.

Ornament Workshop at the Mariposa Library

Creating elegant origami crane and peace dove ornaments

Sunday, November 5th
1:30 to 3:30 p.m.
at the Mariposa Library

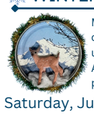
Registration is required for this event. Participants will each make two ornaments to take home, and two to donate to the Mariposa Library tree, supporting the Friends of the Library's December fundraiser. Ages 18+

Empowering Future Innovators

Through hands-on learning and interactive projects, this 3D printing program is designed to nurture creativity, critical thinking, and teamwork in a fun and supportive environment.

All experience levels welcome
Free to county residents
For ages 10+ with an adult
Children must be accompanied by an adult
Sign up for one or more events
The first Saturday of the month
(9/7, 10/5, 11/2, 12/7)
Noon to 2:00 pm
Sign up at the library today!

These projects were supported in whole by funding provided by the State of California, administered by the California State Library.



WINTER IN JULY

Make holiday ornaments with upcycled materials! All supplies provided.

Saturday, July 27th
1:00 to 3:00 P.M.
at the Mariposa Library

Registration required. Open to ages 10 - 110.
Call 209-966-2140 or stop by the library to register.

CODING WITH KIDS!

Learn the basics of programming and robotics with Sphero's BOLT! Participants who complete a beginner workshop are eligible to attend any of the intermediate ones offered.

- For children in grades 4+
- Must be accompanied by an adult (18+)
- Workshops are 2:30 p.m. - 4:00

Beginner workshops*
March 9 & 30 (and more to follow)
*Must attend a beginner workshop before signing up for an intermediate one

Free. Space is limited. Register at the library or by calling 209-966-2140.

This event is made possible by a grant from Mariposa County Library Advisory Board

GREAT PUMPKIN GIVEAWAY!

The Mariposa Library will be giving away 30 FULL-SIZE pumpkins on Thursday, October 19. First come, first serve!

Participating families are encouraged to carve their jack-o-lantern and bring it to the Spooky Storytelling event on the following Friday, October 27th! Details available at the library. Questions? Call 209-966-2140.

Fun With Robotics

We believe in nurturing the next generation of innovators and problem solvers using Sphero Bolt, which offers an engaging learning experience where families can explore the fascinating world of robotics, coding, and engineering.

All experience levels welcome
Free to county residents
For ages 7+ with an adult
Children must be accompanied by an adult
Sign up for one or more events
The first Saturday of the month
(9/7, 10/5, 11/2, 12/7)
2:30 - 4:00 pm
Sign up at the library today!

These projects were supported in whole by funding provided by the State of California, administered by the California State Library.

The Mariposa County Unified School District does not endorse and is not responsible for any business, services or event advertised in this flyer.

COOLING CENTERS
Monday July 8th through Saturday July 13th
EXTENDED HOURS DUE TO ONGOING HEAT

The Mariposa County library branches listed below will be open DAILY from 11:00 a.m. to 8:00 p.m., in addition to regular library hours.

- Mariposa County Library
  4978 10th St. Mariposa
- Red Cloud Library
  10332 Foster Rd. Greeley Hill
- El Portal Library
  9670 Rancheria Flat Rd. El Portal
- Bassett Memorial Library
  7971 Chilnualna Falls Rd. Wawona
  &
- McCay Hall 2820 Hwy 140, Catheys Valley
  Open 7/8 to 7/13 from 10 a.m. to 9 p.m.

For other heat-related issues, please contact the HHSA Resource and Support Line at 209-259-0677

TRIVIA NIGHT
1st Thursdays of each month
6 to 7 p.m.
at the
Mariposa Library
Join us ! Our Library Jeopardy host will test your knowledge !

MOVIE NIGHT
at the Mariposa Library

COCOA WITH COCO!

Join us in the courtyard behind the library for an outdoor showing of the family-friendly animated film "Coco."
Hot chocolate will be served! Bring a blanket or chair!

FRIDAY, OCTOBER 20th
6:00 P.M. to 7:30 P.M.
at the Mariposa Library
4978 10th St.

TECH TUESDAYS
Enhancing connections and communication
Discover the digital world today!

Free 6-week program starting 9/17
4 p.m. at the library
Materials & equipment provided
Space is limited
Sign up at the library

This project is supported in whole by funding provided by the State of California, administered by the California State Library.

TASSEL FLOWER WREATH WORKSHOP
Monday, July 8th
5:00 to 6:30
at the Mariposa Library

Free. Supplies Provided. Ages 8 to 108. Registration required. Learn about floral adornment traditions from around the world and craft your own.

Breaking News!
MARIPOSA GAZETTE Q & A
Wednesday, March 6
6 p.m.
at the
Mariposa Library
4978 10th St.

Space is limited and registration is required.
Questions? Call 209-966-2140
Mariposa Gazette

TAKE A CLOSER LOOK
at the Mariposa Library

SATURDAY
October 14th
Learn to Use Two Types of Microscopes and Draw What You See!
Space is limited and registration is required.

In the spirit of Victorian Era scientific inquiry, we will observe microscopic life and illustrate it!

MORNING SESSION:
10 a.m. to 12 p.m.
All ages - Children must be accompanied by an adult.

AFTERNOON SESSION:
1:30 p.m. to 3:30 p.m.
Ages 16+ ONLY for the afternoon session.

Questions? Call 209-966-2140

tiny ART SHOW
Closing Reception

FRIDAY, SEPTEMBER 6TH
5:30 TO 6:30
at the
MARIPOSA LIBRARY

Celebrate the young artists whose tiny paintings are currently on exhibit at the library. Join us for light refreshments, art activities, and art appreciation at the Closing Reception. This is a free event. No registration required.

During the reception, additional artworks will also be displayed. They were created by campers and staff at the 2024 Mariposa Arts Council & Sierra Foothill Conservancy's Art and Environmental Summer Break Day Camp.

STORIES FOR GROWN UPS
5:30 P.M. TO 6:30 P.M. AT THE MARIPOSA LIBRARY

EVERY 2ND THURSDAY OF THE MONTH, BEGINNING THURSDAY, JANUARY 11

Listen to stories, collage while you listen, or just get comfortable and let your imagination take you to faraway places! Collage supplies provided. Featuring different stories each month, selected from the library's collection.

FREE. All are welcome.

A Reading and Conversation with Poet Steven Sanchez

Monday, March 11
5:30-6:30pm
Mariposa Library

Free. Registration required. Call 209-966-2140 or visit the library to register.

Funded by the Mariposa Arts Council's Poetry Out Loud program.

Life Experiences in Spanish at the Mariposa Library!
¡Experiencias de Vida en Español en la Biblioteca!

SUNDAY, OCTOBER 15, 10 A.M. TO NOON
Day of the Dead Crafting - Create a communal altar and celebrate loved ones who have passed.

WEDNESDAY, OCTOBER 18, 5:30 TO 6:30 P.M.
Paint a still life and become immersed in color and art en Español.

WEDNESDAY, OCTOBER 25, 5:30 TO 6:30 P.M.
Move to the rhythm of two line dances, including Achy Breaky Heart en Español.

WEDNESDAY, NOVEMBER 1ST, 5:30 TO 6:30 P.M.
Happy Birthday! Participate in the tradition, meaning and lyrics to Las Mañanitas.

CHANCE FAVORS THE PREPARED MIND

WILDFIRE READY

SATURDAY, AUGUST 24
10 A.M. TO NOON
MIDPINES COMMUNITY HALL
6364 HIGHWAY 140
FREE. ALL ARE WELCOME.

Learn about how the Mariposa Fire Safe Council, Mariposa Resource Conservation District and Mariposa Fire Department work together to help our community prepare for wildfire.

Activity provided for children so that families may attend.

SUMMER READING KICKOFF

"AROUND THE WORLD IN 60 DAYS"
WEDNESDAY, JUNE 12
10:30 A.M. TO 12:30 P.M.
AT THE MARIPOSA LIBRARY
4978 10th St.
FREE. ALL ARE WELCOME.

- Register your child to participate in summer reading.
- Enjoy cultural activities related to our first stop around the globe, as we celebrate world cultures with this year's theme.
- Featuring performances from our special guests Arturo Barajas and members of Ballet Folklorico Herencia Hispana de Atwater, CA

SPRING WREATH WORKSHOP

AT THE MARIPOSA LIBRARY

Work with dried natural flowers, and learn to make flowers with paper and felt. Create your own unique wreath designs to welcome spring!

FREE
Saturday, March 11
10 a.m. to 12 p.m.
4978 10th St.

FAIRY WOODLAND WORKSHOP
SUNDAY, OCTOBER 22
2 TO 4 P.M.
IN EL PORTAL
at the Carroll N. Clark Community Hall

Free! Supplies provided. Create a magical fairy woodland to adorn your home!
Space is limited & registration is required.
To register, contact Karen at the El Portal Library via email: Karen.SuttoneMariposaLibrary.org or visit the El Portal Library
Tuesday 10 a.m. to 6 p.m. or Thursday 10 a.m. to 6 p.m.
For ages 8 to 108! Children must be accompanied by an adult. Sharp tools and hot glue will be used.

SATURDAY STORY HOUR WITH A YOSEMITE RANGER

Join Yosemite Ranger Christine for a reading of "Fire Shapes the World" and a related activity, geared towards children and their families.

SATURDAY, JUNE 29
11:00 TO NOON
in the Children's Room
at the Mariposa Library

COMIC BOOK CLUB

FOR KIDS AGES 9 TO 12.
FRIDAYS FROM 1:30 TO 2:30 P.M.
AT THE MARIPOSA LIBRARY
FROM JUNE 28TH TO AUGUST 9TH.
FREE. REGISTRATION REQUIRED.
REGISTER AT THE LIBRARY'S CIRCULATION DESK.

BANG!

INTRODUCTION TO BACK YARD ASTRONOMY

SATURDAY, JANUARY 13TH
at the Mariposa Library
Registration required.

Choose the session that works best for you:
10 a.m. to 11:30 a.m.
1 p.m. to 2:30 p.m.
3 p.m. to 4:30 p.m.
Join astronomy enthusiast Jon Wurl to learn how to locate stars, planets and constellations in the night sky.
No tools or previous experience necessary.
All Ages Workshop!
*Children must be accompanied by an adult.

CAVE CHAT

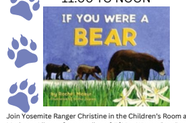
With Yosemite National Park Ranger "Cave" Dove
WEDNESDAY APRIL 3
6:00-7:00 P.M.
at the Mariposa Library

Join us over Spring Break to "Talk rock" with Dave in this family-friendly discussion about speleology- the study of caves!
Take part in an in-depth discussion about cave science and discovery, get an up close look at fossils, crystals, and caving gear, and hella cur even test their "spaceship inside" in an artificial cave passage!

Space is limited, and registration is required.
Questions? Call 209-966-2140

SATURDAY STORY HOUR WITH A YOSEMITE RANGER

SATURDAY, JULY 27th
11:00 TO NOON



Join Yosemite Ranger Christine in the Children's Room at the Mariposa Library for a reading of "If You Were a Bear" and a related activity, geared towards children and their families.

share a photo from your TRAVELS

Email a photo from your travel adventures to **abby.miller@mariposalibrary.org** and we will add it to the Mariposa Library's world map display! Be sure to include your first name and the name of the place you visited in your email.
One photo per person.

HOLIDAY TREE TRIMMING
at the
MARIPOSA LIBRARY
(in conjunction with the FOL holiday read aloud)
SATURDAY, DECEMBER 9TH
11 AM - 3:30 PM
TREE LIGHTING AT 3:00 P.M.

Hot chocolate, cookies, live music and joy! Purchase handcrafted ornaments, made by local artists, to support the library's 2024 summer reading program.

SATURDAY, AUGUST 10
11:00 TO NOON

Join Yosemite Ranger Connie in the Children's Room at the Mariposa Library for a reading of "Mountain Chef," followed by a related activity. This event is geared towards children and their families.

A SPECIAL SATURDAY STORY HOUR WITH A YOSEMITE RANGER

SATURDAY, AUGUST 24th
11:00 TO NOON

Join Yosemite Ranger Christine in the Children's Room at the Mariposa Library for a reading of "To Find Treasure in the Mountains" followed by a related activity. This event is geared towards children and their families.

APRIL IS NATIONAL POETRY MONTH!

The Mariposa Library is pleased to host a

POETRY WORKSHOP

THURSDAY, APRIL 18TH
6:00 TO 7:00 P.M.
Poetry workshop offered by local author and poetry teacher Megan Levad Beisner.
No previous writing experience needed.
Registration is required.
Questions? Call 209-966-2140.

PAJAMA MOVIE NIGHT!

Join us for a screening of "The Muppet Christmas Carol"
FRIDAY, DECEMBER 15TH
5:30 P.M. TO 7 P.M.
AT THE MARIPOSA LIBRARY
4978 10TH ST.
Hot chocolate and popcorn provided.
Wear your coziest pajamas!
Children must be accompanied by an adult.

FOOTHILL ARTS & LECTURES present

Moira Donohoe

OCT. 26
5:30pm to 6:45pm
Wawona Bassett Memorial Library
FREE! All welcome. Seats are limited.
RESERVATIONS REQUIRED! Reserve a seat to receive your ticket.
foothillsbooks@gmail.com

THESE FLYERS REPRESENT A SAMPLING OF OVER 140 UNIQUE PROGRAMS OFFERED AT MARIPOSA COUNTY LIBRARY BRANCHES IN THIS TIME PERIOD.

CHILDREN'S PROGRAMMING

Firefighter Brandon Bennewate teaches basic fire safety during story hour and dons his gear.

Dave Brumbaugh, Director of the National Speleological Society, teaches kids about the thrill of cave exploration and how to do so safely.

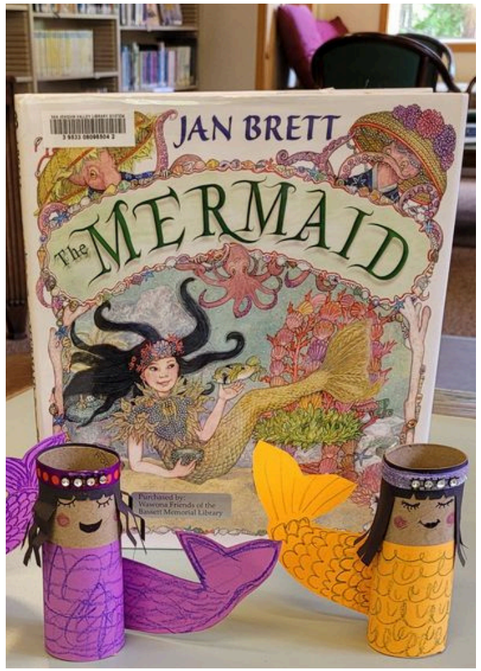
Library staff Sunny, Abby and Robn get in the spirit for a gnome themed story hour. Weekly Story Hours are offered at several county branches.

Acacia Coats shared cultural knowledge from the Southern Sierra Miwuk Nation through singing, drumming and storytellng during a special story hour for Native American Heritage Month.

Kat Chun shared her family traditions of celebrating Lunar New Year and taught children how to count to ten in Cantonese.

Soccer league President Kass Bissmeyer donated soccer themed books to the library's collection and led a special outdoor story hour with soccer themed games.

CHILDREN'S PROGRAMMING

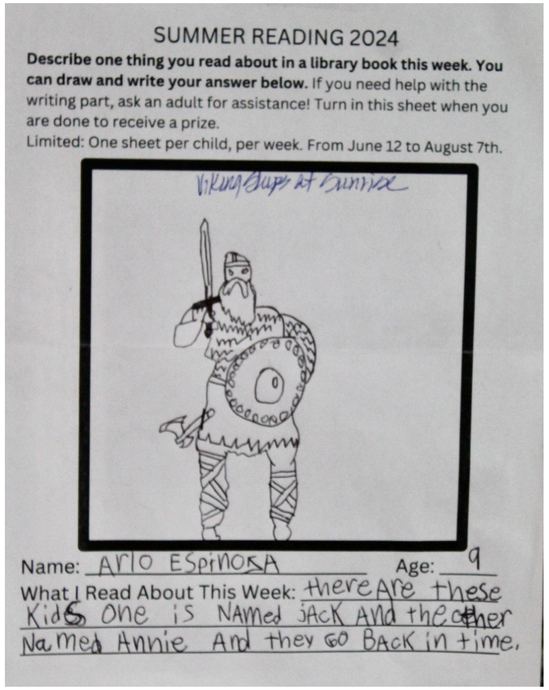


Wawona

The Wawona branch includes a clever craft with each story hour.

Red Cloud

FOL President Jon Wurl demonstrates the library's robot to a group of young patrons.


SUMMER READING 2024

Describe one thing you read about in a library book this week. You can draw and write your answer below. If you need help with the writing part, ask an adult for assistance! Turn in this sheet when you are done to receive a prize.

Limited: One sheet per child, per week. From June 12 to August 7th.

Viking Ships at Sunrise

Name: Arlo Espinosa Age: 9

What I Read About This Week: there Are these Kids One is Named Jack And the other Named Annie And they Go Back in time.

Yosemite

A visit to the Yosemite Valley branch this summer included a chance to admire artwork made by young patrons describing the books they read.

El Portal

Library staff Meg and Abby present an original shadow puppet performance at the El Portal branch, telling the story of the Kentucky Pack Horse librarians.

S.T.E.A.M. project for all branches encouraged children to learn a little about pirate history, and construct their very own floatable pirate shps, complete with a Jolly Roger sail of their own design.

SUMMER READING 2024

number of adults registered for summer reading: 47

number of children registered for summer reading: 208

number of books read by adults: 159

total hours read by children: 806

COMIC BOOK CLUB

“It’s too boring!” Have your kids said this about their reading homework before? To get kids interested in reading, they need to be engaged with the story. And that’s where comic books come in.

There is an increased acknowledgement in the teaching and library communities that comic books and graphic novels can be a great way to get kids (and people of all ages) to increase their literacy skills. There are comic books now for almost every genre and almost every audience.”

-Malea Walker, Library of Congress blog

INTERGENERATIONAL WORKSHOPS

SPECIAL EVENTS THROUGHOUT THE COUNTY

COLLABORATING WITH COMMUNITY PARTNERS

Mariposa Elementary Students helped create the decorations for our Butterfly Parade entry

Mariposa Arts Council and Sierra Foothill Conservancy's Summer Day Camp students helped create this collaborative piece

Read to A Dog with Courthouse Assistance Dog Ellie

Storytelling Events with Mariposa Storytellers

Mariposa Fire Safe Council, Mariposa Resource Conservation District and the Mariposa Fire Department presentation at the Midpines Hall

Fairy Woodland Workshops with assistance from Mariposa Master Gardeners

Special Saturday Story Hours with Yosemite Rangers

Storytelling Evening with the Southern Sierra Miwuk Nation

AUTHOR EVENTS

Ashley Neese

Author of “Permisson to Rest,” published by Ten Speed Press

Stephanie Soileau

Author of “Last One Out Shut off the Lights,” published by Little, Brown & Co.

Steven Sanchez

Author of the poetry anthology “Phantom Tongue” published by Sundress Publications

FOOTHILL ARTS + LECTURE SERIES

The MARIPOSA COUNTY LIBRARY and
FOOTHILL ARTS & LECTURES
present

Moira Donohoe

Yosemite Landscape Painter

OCT. 26
5:30pm to 6:45pm

Wawona Bassett Memorial Library
7971 Chilnualna Falls Rd.

FREE Art Lecture. Seats are limited.
REGISTRATION REQUIRED
Please email to reserve your seat:
foothillartslectures@gmail.com

mariposalibrary.org

MARIPOSA COUNTY LIBRARY
FOOTHILL ARTS & LECTURES
FA&L is a program of the Mariposa County Library

Find & Like us on Facebook:
Moira Donohoe Art
Mariposa County Library
Wawona Bassett Memorial Library
Foothill Arts + Lectures

FOOTHILL ARTS & LECTURES

Penny Otwell

FEB. 22
5:30 - 6:45pm

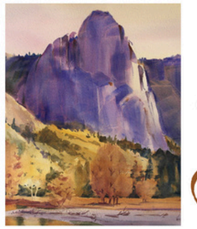
Mariposa Govt. Bldg.,
BOS Room
FREE Art Lecture

REGISTRATION REQUIRED

To reserve your seat: **foothillartslectures@gmail.com**

FOOTHILL ARTS & LECTURES

Veronica Gross



APR. 25
5:30 - 6:45pm

Mariposa Library
FREE Art Lecture

REGISTRATION REQUIRED

To reserve your seat: **foothillartslectures@gmail.com**

MARIPOSA COUNTY LIBRARY'S
FOOTHILL ARTS & LECTURES

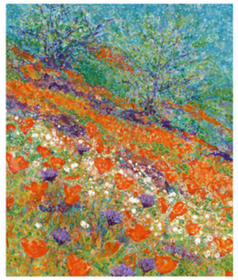


Photo Credit: Barbara Kyne

Hannelore Fischer

Local Painter & Ceramicist

JAN. 25, 2024
5:30pm to 6:45pm

Mariposa Library

FREE Art Lecture. Seats are limited.
REGISTRATION REQUIRED
Please email to reserve your seat:
foothillartslectures@gmail.com

FOOTHILL ARTS & LECTURES

Lura Schwarz Smith

MAR. 28
5:30 - 6:45pm

Mariposa Library
FREE Art Lecture

REGISTRATION REQUIRED

To reserve your seat: **foothillartslectures@gmail.com**

For the past two years, local artist Anna Friedland has organized an artist lecture series hosted at the Mariposa Library to great public acclaim.

PROVIDING ESSENTIAL SERVICES

a safe space for connection, community, and access to resources

Once a month, Mariposa Library staff visit the Ewing Wing to read stories aloud to residents

During July's prolonged heat wave, four of the five county library branches extended hours and operated as cooling centers,

Pictured: view of the French Fire on 7/4/24 with Mariposa Library visible in foreground. The library remained open as a cooling center throughout the following week, including the day after the fire which came close to devastating downtown Mariposa.

TESTIMONIAL FROM LIBRARY PATRONS

"I love our local library. They're like a family in our community. It's given us so many opportunities for fun and learning for our toddler. I can't imagine our town without it." - Savannah P, Wawona Library patron

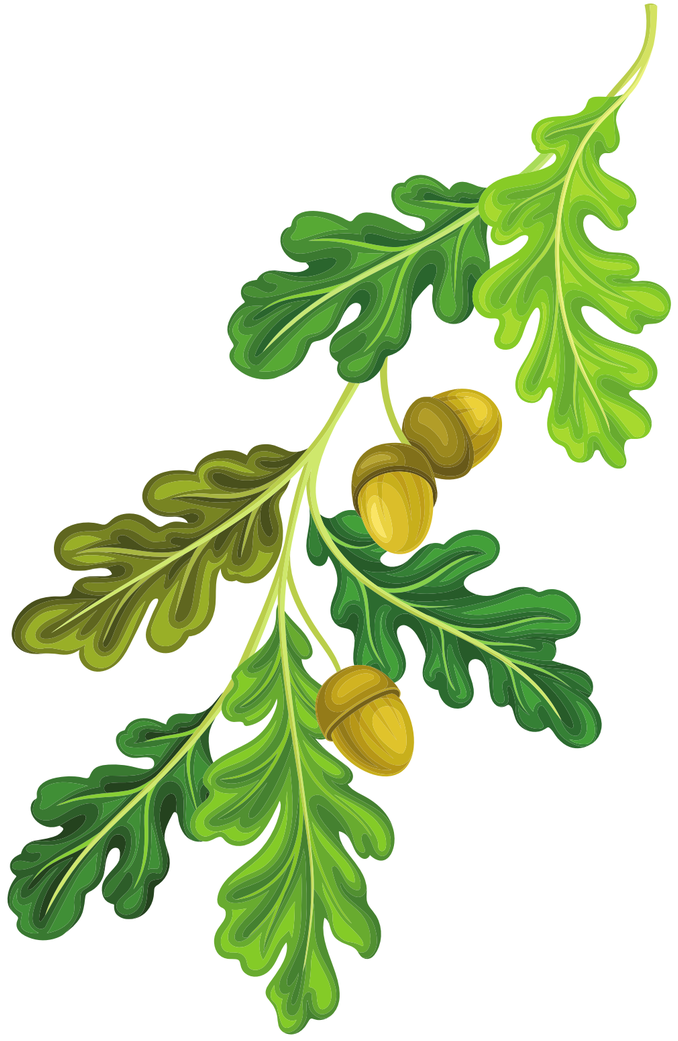
"The library is extremely important to me for its book services, number one. Number two is the availability of all the technology. The staff at Red Cloud has been extremely helpful. I'm not very computer literate, but they really do want to help me." - Dawn L, Red Cloud Library patron

"I always enjoy picking up my library books in the El Portal Library as I end up discussing books with the librarian who gives me ideas for other books to read." - Andrea C, El Portal

“The library has a lot of awesome programs that are really good for child development. We go at least twice a week to the library. We love story hour and we make friends at the library that we meet up with outside of the library.” -Tina O., Mariposa Library patron

"I have used the library as a cooling center, and I can't imagine a nicer place than being surrounded by books. When I lived in El Portal, I had a local branch where I could donate high quality books knowing they would be enjoyed by my neighbors. I have attended meetings and workshops in the Yosemite Valley branch library and appreciated the option of having community space, a rare option within the park." - Peggy M, Yosemite Valley Library patron

GRANT FUNDED PROGRAMMING



LSTA Inspiration Grant

January through July 2024

Mariposa County Library was awarded $20,663 in funding from the California State Library to improve senior digital literacy, over a six month period of workshops and individual tutoring sessions offered at all five county branches.

LSTA INSPIRATION GRANT

Library Services and Technology Act Inspiration Grant

Improving Senior Digital Literacy

January 2024 through July 2024

- gaining skills to access resources
- fostering connection and building community
- improving quality of life

- decreasing isolation and frustration
- gaining confidence to navigate cellphones, laptops, tablets, etc.

LSTA INSPIRATION GRANT

Library Services and Technology Act Inspiration Grant

Improving Senior Digital Literacy

January 2024 through July 2024

- 8 technology workshops provided at locations throughout the county, including all five county library branches

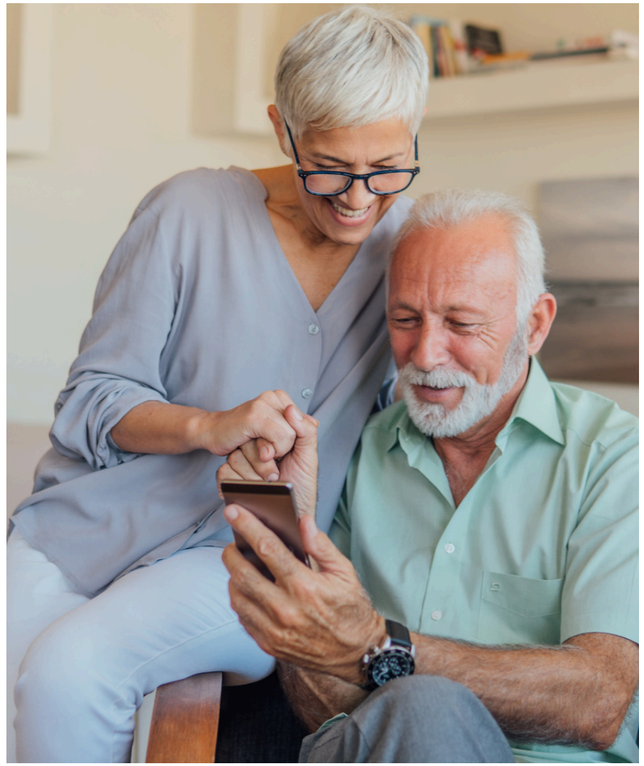
- 57 hours of individual tutoring hours to improve skills and address specific concerns

TESTIMONIAL FROM PARTICIPANTS IN DIGITAL LITERACY WORKSHOPS FOR SENIORS

“extremely useful for me and my friends”

“loved the class atmosphere, everyone respected and included”

“excellent listening and problem solving”



“personal care”

“supportive instructor, positive teaching strategies”

“received individual attention”

“took time to answer questions”

GRANT FUNDED PROGRAMMING

California State Library Grants coordinated by Cheryl Berg

Family Literacy

2023 - 2024 Offerings:

- 3-D Printing for Families
- Programming with Sphero robot
- Every Child Ready to Read
- Positive Parenting Workshops

Adult Literacy

Fall 2024 Offerings:

- Tech Tuesday for adults 6 week course
- 3-D Printing for Adults

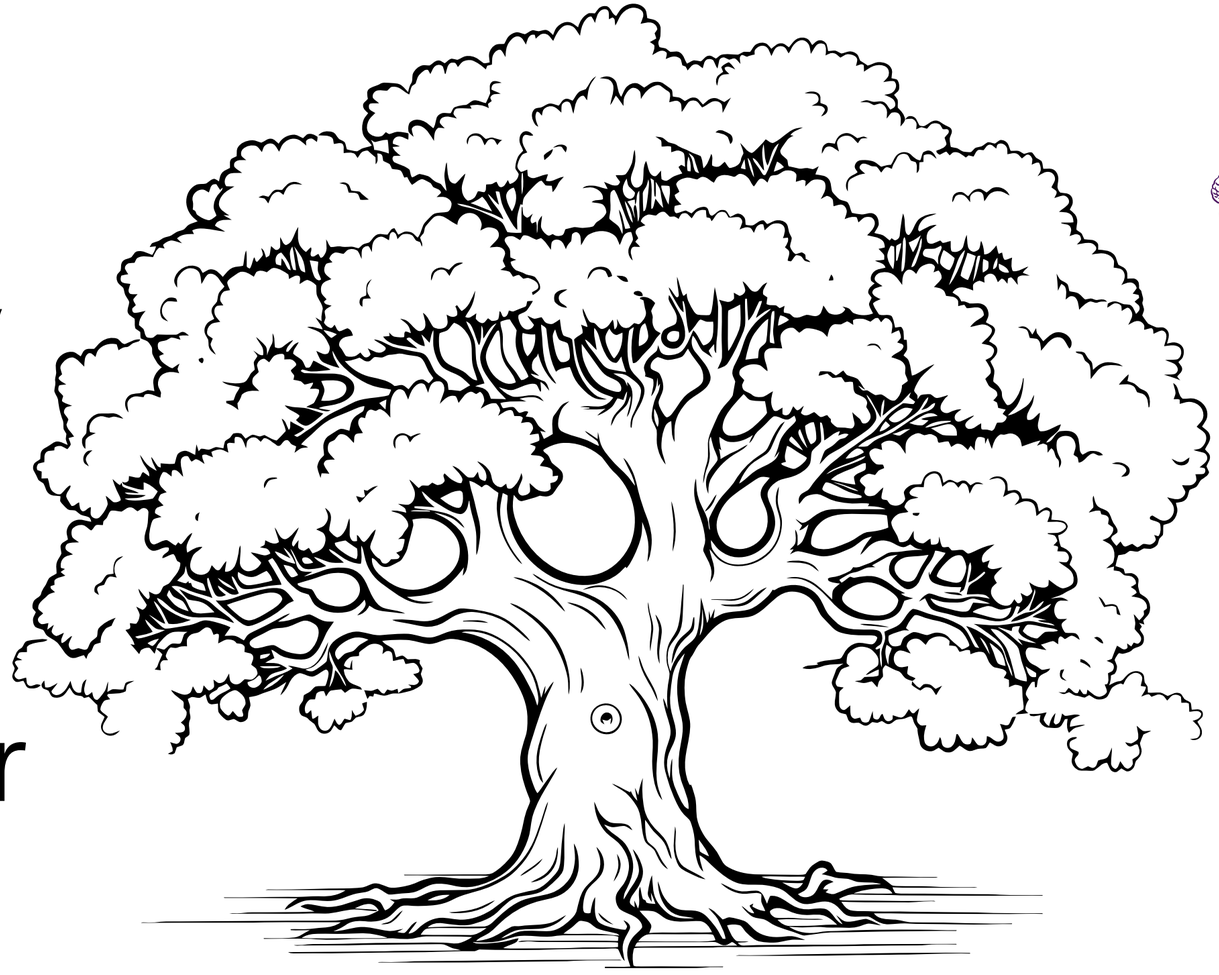
English Language Literacy

Fall 2024 Offerings:

- English Language: one-on-one tutoring
- Weekly conversation group

VISION FOR THE FUTURE

- prioritize technology
- engage our branches



- continue staff development
- expand capacity

CURRENT CHALLENGES

- funding
- reaching residents in remote areas
- limited space
- need for designated programming coordinator

OUR LOFTIEST GOALS

- Mobile Library Services
- Catheys Valley Branch

- Tool Library
- More space

THANK YOU!

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-480

MEETING: November 5, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve the Revision of the Facilities and Recreation Services Manager Classification, now titled Facilities Manager, Effective Immediately

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RECOMMENDATION AND JUSTIFICATION

Approve the Revision of the Facilities and Recreation Services Manager Classification, now titled Facilities Manager, Effective Immediately.

On October 8, 2020, the Board approved an amendment to the Parks and Recreation Manager job description by unallocating the Facilities and Recreation Services Manager and allocating the Parks and Recreation Manager position in Public Works. Replacing the Facilities and Recreation Services Manager with a Parks and Recreation Manager separated the management of Facilities and Parks and Rec and brought the divisions in line with the functions and responsibilities of each manager position. This is because the majority of the work performed by Facilities is building repair, reconstruction, and deferred maintenance of buildings. This item finalizes the separation of the management of the two divisions by amending the Facilities Manager job description. The Facilities Manager position has been allocated in the FY25 Public Works budget. As a result, the classification must be amended to represent the updated requirements of the position including revising the classification title.

The proposed amendments to the Facilities Manager job description have been reviewed by the Mariposa County Managerial and Confidential (MCMO) union.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The classification was first approved in October 2015 (B/S Res. 15-478) and was used until it was uncollated on October 8, 2020.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve; Modify and/or revise based on the Supervisor's direction.

FINANCIAL IMPACT

An allocation of the position (salary of $92,177.280 to $112,043.360) was included in the FY25 Public Works budget.

ATTACHMENTS

1. Facilities Manager_DRAFT_10222024

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

FACILITIES MANAGER

DEFINITION

Direct operations of the Facilities Division, including all operation, maintenance, and repair activities at County facilities, landscaping, open space, recreational facilities, and buildings; and coordination of activities with other divisions, departments, and outside agencies.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Deputy Director of Public Works – Support Services or Public Works Director. Exercises direct and indirect supervision over technical, field, and professional staff.

EXAMPLES OF ESSENTIAL FUNCTIONS

Plans, organizes, directs, evaluates, and participates in programs of the Facilities Division and the administrative office staff.

Develops and implements division goals and objectives; recommends and administers policies and procedures.

Directs, oversees, and participates in developing the division's work plan; assigns work activities, projects, and programs; monitors workflow; and reviews and evaluates work methods and procedures.

Assists in preparing the division's annual budget; implements budget control policies and procedures; and assists in establishing a fee structure for services provided by the division.

Trains, supervises, motivates, and evaluates the performance of division personnel; implements disciplinary processes as necessary.

Provides advice and recommendations to supervisor and other County personnel regarding facilities, ground maintenance, and development programs; provides technical guidance and direction to employees in maintenance work methods, materials, standards, and operations.

Inspects County grounds, buildings, facilities, and related areas to ensure proper appearance and to determine maintenance, improvement, and repair needs.

Oversees road maintenance and snow removal operations with assistance from the Road Division for assigned special districts.

Conducts safety inspections and ensures adherence to all health and safety standards.

Preparing plans and specifications, with assistance from Engineering Division staff, for the construction or replacement of the division's various facilities and participating in bidding and procurement processes.

Supervises the operation and maintenance of tools, vehicles, and light and heavy construction and maintenance equipment; operates equipment as needed to assist staff in completing projects.

Attends civic and other community meetings and events to explain and promote the division's activities and functions and to establish favorable public relations; gives public speaking presentations as requested.

Performs related duties as assigned.

EMPLOYMENT STANDARDS

Knowledge of:

Pertinent federal, state, and local laws, regulations, codes, and ordinances.

County and department policies and procedures.

Organizational and management practices as applied to the administration and evaluation of programs, policies, and operational needs.

Basic building maintenance methods and procedures, including electrical, carpentry, mechanical, painting, plumbing, and custodial work.

Proper grounds maintenance and landscaping methods, procedures, and techniques.

Principles and practices of preventive maintenance.

Safe use and maintenance of building maintenance, grounds maintenance, landscaping, and groundskeeping materials, tools, and equipment.

Principles of management, supervision, training, and performance evaluation.

Budget preparation and administration practices.

Business mathematics.

Safe work practices.

Ability to:

Understand, interpret, and apply pertinent federal, state, and local laws, rules, regulations, codes and ordinances, and County policies and procedures.

Train, supervise, inspect, and evaluate the work of subordinate staff.

Determine work priorities and effectively coordinate and schedule resources and staff within time limits to perform activities and projects.

Analyze problems, identify alternative solutions, determine consequences of proposed actions, and implement recommendations supporting goals.

Prepare and administer budgets.

Perform required mathematical computations quickly and with accuracy.

Communicate clearly and concisely, both orally and in writing.

Represent the County effectively in meetings with others.

Interpret division projects and programs to the public.

Establish and maintain effective working relationships with those contacted during work.

Meet the physical requirements necessary to safely and effectively perform assigned duties.

TYPICAL WORKING CONDITIONS

Reasonable accommodation may be made to enable individuals with disabilities to perform essential functions within the working conditions. Work is performed both indoors and outdoors. Incumbent travels to various work sites throughout the County to inspect work and supervise crews, which requires exposure to traffic and construction hazards, machinery hazards, herbicides/pesticides, electrical currents, adverse weather conditions, temperature and noise extremes, wetness, humidity, heights, fumes, dust, odors, solvents, grease/oil, toxic or caustic chemicals, vibration. Worker occasionally works past regular office hours for meetings and other events.

TYPICAL PHYSICAL REQUIREMENTS

Reasonable accommodation may be made to enable individuals with disabilities to perform essential functions. Requires the mobility to perform building and grounds maintenance duties. Requires the ability to sit and intermittently walk, stand, climb, balance, stoop, kneel, crouch, crawl, and reach while performing office duties and maintenance work; lift and move up to 50 pounds frequently and up to 100 pounds occasionally; manipulate objects, controls, and tools. Must maintain effective audio-visual discrimination and perception for making observations, communicating with others, reading and writing, and operating office and field equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, review information, enter/retrieve data, and see and read characters on a computer screen.

EXPERIENCE AND TRAINING

Any combination of training, education, and experience that would provide the required knowledge, skills, and abilities. A typical way to gain the required knowledge, skills, and abilities is to have four (4) years of responsible experience in facilities maintenance, at least two (2) years of which must have been at a supervisory level.

High school or GED equivalency is required. Graduation from an accredited college or university with a Bachelor's degree in business, engineering, facilities management, or a closely related field.

Substitution:
Additional substantially similar experience may be substituted for the college education on a year-for-year basis. No substitution is allowed for the supervisory experience.

Additional Requirements:
Possession of a valid California driver's license. Under certain circumstances, the Human Resources Director may accept a valid driver's license from another state if the applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgment form. *Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions pertaining to this or other essential functions of this classification.*

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

Creation Date: 10/15 (B/S Res. 15-478)

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-481

MEETING:	November 5, 2024
TO:	The Board of Supervisors
FROM:	Joe Lynch, County Administrative Officer
RE:	Approve the Allocation of One (1) District Attorney Investigator I/II in the District Attorney's Office, Effective Immediately

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RECOMMENDATION AND JUSTIFICATION

Approve the Allocation of One (1) District Attorney Investigator I/II in the District Attorney's Office, Effective Immediately.

The District Attorney's Office is entering a Service Agreement with the Mariposa County Health and Human Services Agency for Welfare Fraud Investigation. However, due to the increased caseload that this will have on the current District Attorney Investigator's, there is a need for an additional Investigator to perform the responsibilities of the Service Agreement.

The funding for this position will be fully funded by the Mariposa County Health and Human Services Agency's Service Agreement with the District Attorney's Office, and will reduce the general fund reliance, by providing for an additional fifteen percent of one District Attorney Investigator II position for supervision.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Per current policy, the Board of Supervisors reviews all personnel additions or changes to allocated positions.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the allocation is not approved, the District Attorney's Office will be unable to meet the terms of the Service Agreement with Mariposa County Health and Human Services Agency for conducting Welfare Fraud Investigations, which could lead to potential fraud in public assistance funding.

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 2024-482

MEETING: November 5, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve the Overfill of the Executive Assistant Position, Effective October 21st, 2024

RECOMMENDATION AND JUSTIFICATION

Approve the Overfill of the Executive Assistant Position, Effective October 21, 2024.

The current Executive Assistant will be retiring in December 2024, and in order for the successor to be trained by the incumbent, it will be necessary to recruit and hire an Executive Assistant effective immediately. Thus, the position will be overfilled until the incumbent's retirement in December 2024.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Per current policy, the Board of Supervisors must approve the overfilling of positions. Mariposa County will occasionally overfill (or rehire) upon confirmation of an employee retiring.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the overfill, the replacement will not have an opportunity to receive training from the retiring incumbent.

FINANCIAL IMPACT

Funded by salary savings in the Public Works Administration Budget.

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 2024-483

MEETING: November 5, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve the New Classification of Dispatch Supervisor for the Mariposa County Sheriff's Department with an Annual Salary Range of $58,000.00 to $70,499.363; Effective Immediately

---

RECOMMENDATION AND JUSTIFICATION

Approve the New Classification of Dispatch Supervisor for the Mariposa County Sheriff's Department with an Annual Salary Range of $58,000.00 to $70,499.363; Effective Immediately.

The Mariposa County Sheriff's Department has the daunting task of providing 24/7 service to the residents and visitors of Mariposa County. A key component of providing quality service is capturing accurate information and communicating said information to the responding deputies. Currently, the team of dispatchers is supervised by a sworn peace officer assigned to this responsibility. While supervising dispatchers with law enforcement officers has worked for many years, task-specific dispatch supervisors (non-sworn but P.O.S.T-certified) have largely replaced this practice. Mariposa County is one of California's last, if not the last, that still uses a sworn officer to supervise dispatch. The following is a non-exclusive list of the long-term benefits expected to be realized from approving this classification:

- *Task Specialization:* A law enforcement officer supervising dispatchers, managing schedules, and addressing various issues does not best allocate the supervising officer's strengths and capabilities.
- *Growth and development:* Dispatchers seeking further growth and development can only leave the department or go to a different county seeking upward opportunities within the dispatcher position. Moreover, as history has shown *(not specific to Mariposa County)*, turnover increases, and/or morale suffers when growth and development opportunities are unavailable.
- *Greater Depth of Trained Personnel:* Since a dispatch supervisor can do the dispatcher job, the department will have additional capacity during disasters to support increased call volume without pulling officers from the field, who will be busy assisting the public.

In closing, approving a non-sworn dispatch supervisor position is a step in the right direction for both the public and Mariposa County dispatchers. *(Note: An allocation is not being requested at this time. The intent is to have this classification available when the department is ready to fund the position allocation.)*

BACKGROUND AND HISTORY OF BOARD ACTIONS

There is no history regarding dispatch supervisor classification for the Mariposa County Sheriff's Department.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve; Modify and/or revise based on the Supervisor's direction.

FINANCIAL IMPACT

None at this time due to an allocation not being requested.

ATTACHMENTS

1. **ProposedSalary_DispatchSupervisor**
2. **Sheriff's Dispatcher Supervisor**

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

Dispatch Supervisor (Comparable Classifications)						
Source	**Match**	**Union**	**Min**	**Mid**	**Max**	**Range**
Madera County	Supervising Public Safety Dispatcher	MDMGT	$65,353.60	$72,488.00	$80,392.00	23.01%
Glenn County	SUPERVISING EMERGENCY DISPATCHER	M	$56,659.20	$62,483.20	$68,889.60	21.59%
Plumas County	Communications Supervisor	SMU	$58,260.80	$64,272.00	$70,865.60	21.64%
Amador County	Dispatcher-Supervising	2	$71,052.80	$78,332.80	$86,361.60	21.55%
Colusa County	DISPATCHER SUPERVISOR	DSA	$57,456.00	$75,846.00	$94,236.00	64.01%
Calaveras County	SENIOR DISPATCHER	CCPSEA	$71,156.80	$78,894.40	$87,464.00	22.92%
Tuolumne County	SHERIFF LEAD DISPATCHER	DSA	$56,638.40	$62,441.60	$68,848.00	21.56%
		Mean Survey Results:	$62,368.23	$70,679.71	$79,579.54	

Proposed Mariposa Dispatch Supervisor Salary	Step	Annual Salary
	Step 1	$ 58,000.000
	Step 2	$ 60,900.000
	Step 3	$ 63,945.000
	Step 4	$ 67,142.250
	Step 5	$ 70,499.363

SHERIFF'S DISPATCHER SUPERVISOR

DEFINITION

Provide supervision, training, and coordination for communication operators; to oversee and ensure quality service of dispatch staff, process and transmit emergency and non-emergency calls, information requests, and messages in support of law enforcement operations; operate radio communications and computer equipment; perform dispatcher duties as required; perform a wide variety of responsible clerical and record-keeping functions related to dispatching and office operations; and perform other responsibilities as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the assigned Sheriff's Lieutenant. Exercises general supervision of dispatch staff.

EXAMPLES OF ESSENTIAL FUNCTIONS

Provides supervision, work coordination, and training of public safety dispatchers.

Participates in the interviews and selection of dispatch staff.

Oversight of the central communications division during a work shift.

Assists with preparing work schedules and performance evaluations for staff.

Ensures maps, telephone rosters, and dispatch protocols are current and correct.

Responds to and resolve complaints and inquiries from the public.

Performs the full range of public safety dispatcher duties.

Assists with budget development, preparation, and expenditure control.

May represent the department on task forces, committees, or projects.

May perform community outreach activities or represent the department to community organizations and other government agencies.

Performs various community outreach activities.

May act as a department spokesperson to the media and direct departmental public information efforts.

May be assigned disaster service worker responsibilities as directed.

Testify in court regarding legal proceeding related to dispatch call(s) received.

Performs related duties and responsibilities as assigned.

EMPLOYMENT STANDARDS

Knowledge of:

Proper operation of computer-aided dispatch terminal, telephone, two-way radio, computerized mapping system, and other computer programs used to research and obtain information.

Law enforcement codes, terminology, phonetic alphabet, procedures, and practices.

Local geography, County streets, public buildings, and businesses.

Methods and procedures used in Sheriff's records management activities and systems.

Disaster preparedness and terrorism response strategies.

Ability to:

Manage law enforcement computer systems, common office software and equipment, and mobile devices, as well as maintain and calibrate specialized equipment.

Act quickly and calmly in emergencies and stressful situations.

Promote good community relations and build community confidence in the Sheriff's Office.

Communicate tactfully, respectfully, and effectively with board members, administrators, staff, and the public, both orally and in writing, in a manner consistent with the department's policing and customer service policies.

Effectively engage and support historically minoritized groups by addressing equity issues and improving culturally responsive service-oriented practices.

Interpret, apply, and explain department policies, procedures, laws, and codes to subordinate staff.

Meet all pre-employment and ongoing requirements pursuant to federal, state, and local legislation.

Exercise good judgment, flexibility, creativity, and sensitivity in response to changing situations and needs.

Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.

Use tact and diplomacy in dealing with sensitive and complex issues, situations and concerned people.

TYPICAL WORKING CONDITIONS

Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions within the working conditions. Work is performed in an office environment. Tasks may involve extended periods at a workstation. The employee is subject to irregular working hours and may be expected to work weekdays, weekends, and evenings depending on department needs and emergencies.

TYPICAL PHYSICAL REQUIREMENTS

Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions. Requires the ability to sit at a desk and intermittently reach while performing duties; lift and/or move up to 10 pounds of weight; use hands to type on a computer and operate controls. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office equipment. Must be able to use a telephone and radio to communicate verbally and a keyboard to communicate through written means, review information and enter/retrieve data, and see and read characters on a computer screen.

EXPERIENCE AND TRAINING

Any combination of training, education, and experience that would provide the required knowledge, skills, and abilities. A typical way to gain the required knowledge, skills, and abilities is: High school diploma or GED equivalent. Equivalent of three (3) years of experience as a Public Safety Dispatcher, *any combination of training and experience that would demonstrate the desired knowledge and abilities of the position.*

Additional Requirements:

Hold an active POST Public Safety Dispatcher Certificate at the time of hire and during employment.

Ability to pass the California State Department of Justice fingerprinting clearance.

Positions in this classification may require possession of a valid California driver's license for the class of vehicle driven and meet automobile insurability requirements of the County. *Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions pertaining to this or other essential functions of this classification.*

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

Creation Date:

MARIPOSA COUNTY

Board of Supervisors

Ordinance 2024-1192

MEETING: November 5, 2024

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Waive Second Reading and Adopt an Ordinance Creating a New Chapter 10.10 Titled "Unlawful Camping and Obstruction of Public Rights of Way" and Amending Section 10.08.031 of Mariposa County Code Titled "Camping and Overnight Parking" (Supervisor Forsythe)

RECOMMENDATION AND JUSTIFICATION

Waive Second Reading and Adopt an Ordinance Creating a New Chapter 10.10 Titled "Unlawful Camping and Obstruction of Public Rights of Way" and Amending Section 10.08.031 of Mariposa County Code Titled "Camping and Overnight Parking" (Supervisor Forsythe)

This Ordinance Will Prohibit Unlawful Camping on Public and Private Property, and Obstructions of Public Rights of Way. The Purpose and Intent of This Ordinance is to Protect the Public Health, Safety, and Welfare of All Mariposa County Residents, Including Those Residing in Unlawful Camping Sites, By Establishing a Clear Process for Abating Unlawful Camping on Public and Private Property. The Recommended Creation of the Ordinance Would Make a Violation for Unlawful Camping Punishable as a Misdemeanor and Impose Civil Penalties of Violation. California Government Code Section 25132, Subdivision (a), Provides the Authority for the Legislative Body of a County for Unincorportated Areas to Enact Ordinances to Impose Criminal Fines and Penalties and Violations of a Country's Local Ordinances.

Unlawful Camping Interfers Within the Rights of the Public to Use and Access Public Areas in a Safe, Healthy, and Peaceable Manner. Unlawful Camping on Private Property Adversly Affects Private Property Owner Rights as well as Public Health, Safety, and Welfare of the Community, Including the Individuals Residing Within Unlawful Camping Sites. Long Stating Unlawful Emcampments are a Frequent Target for Illegal Dumping, Contributing Blights, Fostering Disease; and Attracting Criminal Behavior, Which Negatively Impacts the Health and Safety of the Community, Including the Individuals Residing Within the Unlawful Encampment. Regulation of Encampment Within Mariposa County is Necessary to Mitigate Public Nuisance. The Recommend Ordinance Establishes Criminal Penalties Specific to Unlawful Camping and Streamlines the Administrative Remedies for Addressing Unlawful Camping. As a Misdemeanor, Unlawful Camping Would Be Subject to a Criminal Penalty of $500 and/or Up to Six(6) Months In Jail.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Current Enforcement Mechanisms for Addressing Unlawful Camping are Inadequate to

Expeditiously Resolve Encampments That Negatively Affect Public Health and Safety.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Without This Ordniance The County Would Not Have the Ability to Prevent Unlawful Camping On Public and Private Property and Obstruction of Public Rights of Way.

FINANCIAL IMPACT

There is No Increase in Net County Cost Associated With the Recommended Action.

ATTACHMENTS

1. **Unlawful Camping Ordinance**
2. **Unlawful Camping Ordinance summary - 1684**

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

MARIPOSA COUNTY ORDINANCE NO. _____

AN ORDINANCE CREATING A NEW CHAPTER 10.10 ENTITLED "UNLAWFUL CAMPING AND OBSTRUCTION OF PUBLIC RIGHTS OF WAY" AND AMENDING SECTION 10.08.031 OF THE MARIPOSA COUNTY CODE ENTITLED "CAMPING AND OVERNIGHT PARKING"

WHEREAS, the Board of Supervisors desires to create a new Chapter 10.10 of the Mariposa County Code entitled "Unlawful Camping and Obstruction of Public Rights of Way" for the purpose of preventing unlawful camping on public and private property and obstruction of public rights of way; and

WHEREAS, the Board of Supervisors also desires to amend Section 10.08.031 of the Mariposa County Code entitled "Camping and Overnight Parking" to be consistent with the language contained in the newly created Chapter 10.10.

NOW, THEREFORE, the Board of Supervisors of the County of Mariposa does ordain as follows:

SECTION I: Chapter 10.10 entitled "Unlawful Camping and Obstruction of Public Rights of Way" shall read in its entirety as follows:

Section 10.10.010	Title, Purpose, and Intent
Section 10.10.020	Definitions
Section 10.10.030	Unpermitted Camping on Public Property Prohibited
Section 10.10.040	Unpermitted Camping on Private Property Prohibited
Section 10.10.050	Obstruction of Public Access to Sidewalks, Trails, Public Facilities, and Other Public Rights of Way, and Other Public Offenses
Section 10.10.060	Abatement of Encampments and Camp Facilities and Materials
Section 10.10.070	Notice
Section 10.10.080	Storage and Disposal
Section 10.10.090	Enforcement and Remedies for Violation
Section 10.10.100	Non-Exclusive Remedy
Section 10.10.110	Severability

10.10.010 Title, Purpose, and Intent

This chapter shall be known as the "Unlawful Camping and Obstruction of Public Rights of Way" ordinance. Publicly accessible areas under the jurisdiction of the County of Mariposa should be readily available and usable for the safe, healthy, and peaceable enjoyment of the public at large. The use of public areas for camping purposes or storage of personal property interferes with the rights of others to use and access these areas in a safe, healthy, and peaceable manner within the purposes for which they are intended. Camping on private property without the consent of the owner, and where camping is not authorized and without proper sanitary measures adversely affects private property rights as well as the public health, safety, and welfare of the residents of Mariposa County. The purpose and intent of this chapter, pursuant to

Penal Code section 372, is to establish standards and prohibitions for behaviors related to public camping, bathing or other offenses that are detrimental to the preservation of public property and the health, safety and welfare of the public accessing public property or traversing public rights of way; to ensure and maintain publicly accessible areas in a safe and sanitary manner, for the peaceable use and enjoyment of the public at large; and to maintain private property in a safe and sanitary condition to protect the health, safety and welfare of the community.

10.10.020 Definitions

For the purposes of this chapter:

A. "Camp(ing)" means to place, pitch, establish or occupy camp facilities or materials, including but not limited to, the laying down of bedding or the use of other camping materials for the purpose of temporarily, irregularly, or permanently sleeping, staying, living, or residing. An activity shall constitute camping or lodging when it reasonably appears, in light of all circumstances, that the individual(s), in conducting these activities, are in fact using the area as living accommodations regardless of the intent of the individual(s) or the nature of any other activity in which they may be engaging.

B. "Camp Facilities or Materials" includes but is not limited to, tents, huts, tarpaulins, cardboard boxes, blankets, bedrolls, mattresses, cots, sleeping bags, hammocks, lawn and folding chairs, cooking equipment, warming fires, ice chests, and similar items, or vehicles operable or otherwise.

C. "County Administrative Officer" shall refer to the County Administrative Officer or his or her designee.

D. "Enforcement Officer" means any duly sworn peace officer with the power to arrest.

E. "Personal Property" means personal effects or property consisting of the following items: identification or social security cards; medications; medical devices; eyeglasses; photographs/photo albums; tax or medical records; and reasonably usable, non-soiled, non-verminous items that are reasonably believed to have value, including tents, blankets, sleeping bags, clothes, and operational bicycles (i.e. complete bicycles, not standalone bicycle parts). The definition of Personal Property does not include contraband.

F. "Public Property" means all public property, including but not limited to, public buildings, streets, sidewalks, trails, alleys, medians, greenways, easements, parks, waterways, canal banks, county highways (as defined in sections 25, 960.5 and 1480 of the California Streets and Highway Code, or as amended), and other rights of way dedicated for public use and lawfully accepted by the County, and other public amenities.

G. "Private Property" means all private property, including but not limited to real property, yards, private alleyways, sidewalks, trails, private roads, agricultural land, and undeveloped lots.

H. "Sheriff-Coroner-Public Administrator" shall refer to the Sheriff-Coroner-Public Administrator or his or her designee.

I. "Store(ing)" means to put aside or accumulate to use when needed, to put for safekeeping, and/or to place or leave in a location.

10.10.030 Unpermitted Camping on Public Property Prohibited

A. It is unlawful and a violation of this ordinance for any person(s) to camp, occupy camp facilities, or use camping materials on public property not specifically designated

for day and/or overnight camping.

B. This section shall not apply to public property specifically designated for camping or where camping is an authorized use by a responsible local, state, or federal agency. Persons desiring to camp on public property owned, controlled, or maintained by a department of the United States, the California Department of Parks and Recreation, or other local public agencies must comply with the applicable laws, regulations and permitting requirements of the responsible department of the United States, the California Department of Parks and Recreation, or other local public agencies.

C. Nothing in this ordinance shall prohibit the possession or transportation of camping facilities or materials on public property, unless otherwise in violation of this ordinance.

D. In the situation an unpermitted camp is erected, notification shall be provided prior to enforcement action, as provided in section 10.10.070.

10.10.040 Unpermitted Camping on Private Property Prohibited

A. Except as provided in this section, it is unlawful and a violation of this ordinance for any person(s) to camp, occupy camp facilities, or use camping materials on private property not appropriately zoned under the Mariposa County Code, or authorized by the necessary land use entitlements for camping and camping related recreational activities.

B. Nothing in this ordinance shall prohibit camping on private property by the owner(s), lessee(s), or other persons with the written permission of the owner; provided that such consent is verified upon demand by County staff and peace officers; and provided that all provisions of the Mariposa County Code and State and County health and sanitation requirements are complied with.

C. This section shall not apply to private property for camping and camping related activities provided, sponsored, and/or facilitated by youth organizations, religious organizations, or private associations on lands specifically designated for camping and camping related activities and such uses are approved pursuant to the Mariposa County Code and all State and County health, and sanitation requirements are complied with.

D. This section does not apply to approved employee housing as defined and authorized in the Mariposa County Code.

E. Nothing in this section shall prohibit camping on private property where camping and camping related activities are an approved use under the Mariposa County Code and all State and County health, and sanitation requirements are complied with.

F. In the situation an unpermitted camp is erected, notification shall be provided prior to enforcement action, as provided in section 10.00.070.

Section 10.10.050 Obstruction of Public Access to Sidewalks, Trails, Public Facilities, and Other Public Rights of Way, and Other Public Offenses

A. No individual shall obstruct a street, sidewalk, alleyway, trail, county highway (as defined in sections 25, 960.5 and 1480 of the California Streets and Highway Code, or as amended), entrance to public facilities, or other public right of way (as defined by the Americans with Disabilities Act of 1990, or as amended) by sitting, lying, or sleeping, or using or storing personal property in, or upon any pubic road or other public right of way.

B. No individual shall obstruct any street, sidewalk, alleyway, trail, county highway, or other public right of way within the following locations:

1. Five hundred (500) feet of any public or private school, public park, playground, public or private childcare facility, and public library;

2. One hundred (100) feet of any roadway overpass or underpass, tunnel, or bridge;

3. Fifty (50) feet of a fire hydrant, fire plug, or other fire department or fire protection district connection, and any designated fire lanes; and

4. Ten (10) feet of any operational or utilizable driveway or loading dock.

C. Immediate Removal: Any violation of this section shall be subject to immediate removal by enforcement officers and peace officers.

D. It is unlawful and a violation of this ordinance to bathe in public fountains or other public property not designated as a shower facility.

E. It is unlawful and a violation of this ordinance to urinate or defecate upon public property not designated as a restroom facility.

10.10.060 Abatement of Encampments and Camp Facilities and Materials

A. Notwithstanding section 10.10.050.C., the County may abate or remove camp facilities and materials, or an encampment established in violation of this chapter after providing written notice of such abatement. Any camp facilities and materials, or encampments established in violation of this chapter may be subject to abatement without advanced written notice by the County, if the encampment poses an imminent and substantial threat to public health or safety, as determined by the Sheriff-Coroner-Public Administrator and upon consultation with the County Administrative Officer.

B. Abatement pursuant to this section may include, but is not limited to, removal of camp facilities and materials, trash, debris, junk, hazardous waste, infectious waste, and vehicles.

10.10.070 Notice

A. Pre-Removal Notice. Pre-removal notice shall be deemed provided if a written notice is provided to the person who is Storing or claims ownership of the Personal Property or is posted conspicuously on or near the Personal Property and the actual removal commences no less than 72 hours after the pre-removal notice is posted. The written notice shall contain the following:

1. A general description of the Personal Property to be removed.
2. The location from which the Personal Property will be removed.
3. The date and time the notice was posted.
4. A statement that the Personal Property has been Stored in violation of section 10.10.050.
5. A statement that the Personal Property may be impounded if not removed from Public Property within 72 hours.
6. A statement that moving Personal Property to another location in a Public Property will not be considered removal of Personal Property from Public Property.
7. The address where the removed Personal Property will be located, including the telephone number and the internet website of the County through which a person may receive information as to the impounded Personal Property as well as information as to voluntary storage location(s).

8. A statement that impounded Personal Property may be discarded if not claimed within 30 days of impoundment.

B. Post-Removal Notice. Upon removal of impounded Personal Property, written notice shall be conspicuously posted in the area from which the Personal Property was removed. The written notice shall contain the following:

1. A general description of the Personal Property removed.
2. The date and approximate time the Personal Property was removed.
3. A statement that the Personal Property has been Stored in violation of section 10.10.050.
4. The address where the removed Personal Property will be located including a telephone number and internet website of the County through which a person may receive information as to impounded Personal Property.
5. A statement that impounded Personal Property may be discarded if not claimed within 30 days after impoundment.

10.10.080 Storage and Disposal

A. Except as specified herein, the County shall move Personal Property to a place of storage.

B. Except as specified herein, the County shall store impounded Personal Property for 30 days, after which time, if not claimed, it may be discarded. The County shall not be required to undertake any search for, or return, any impounded Personal Property stored for longer than 30 days.

C. The County shall maintain a record of the date any impounded Personal Property was discarded.

10.10.090 Enforcement and Remedies for Violation

A. A violation of this chapter is declared to be a public nuisance and subject to the penalties stated herein.

B. A violation of this chapter is a misdemeanor, punishable by confinement of up to six months in jail and/or fines up to $500 per violation.

10.10.100 Non-Exclusive Remedy

This chapter is not the exclusive regulation or penalty for acts related to unlawful camping, obstruction, of public rights of way, or interference with the public's access and use of Public Property. It supplements and is in addition to other regulatory codes, statutes, and ordinances heretofore or hereafter enacted by the County, state or any legal entity or agency having jurisdiction.

10.10.110 Severability

If any portion of this chapter is held to be invalid by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this chapter. The Board hereby declares it would have passed each remaining portion irrespective of the fact that any one or more portions are declared invalid.

SECTION II: Section 10.08.031 entitled "Camping and Overnight Parking" shall be amended to read as follows:

10.08.031 Camping and Overnight Parking

~~A. It shall be unlawful to camp or park unauthorized private vehicles overnight in or upon any county owned or managed property except in designated campgrounds.~~

~~B.~~ No person shall stop, park, stand or leave standing any vehicle whether attended or unattended, except when necessary to avoid conflict with other traffic or in compliance with the directions of a peace officer or official traffic control devices between the hours of 10:00 pm and 6:00 am on State Highway 140 on the north side from a point .33 miles east of Caltrans Mile Marker 51 and to a point 760 feet west of the Yosemite National Park Monument, or on the south side from a point .33 miles east of Caltrans Mile Marker 51 to the Yosemite National Park Monument, and the Director of Public Works and Transportation of the County of Mariposa is directed to place and maintain appropriate signs of this regulation.

SECTION III: This Ordinance shall become effective thirty (30) days after final passage pursuant to the provisions of Government Code section 25123.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this __ day of _____, 2024 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
MILES MENETREY, Chair

ATTEST:

DANIELLE BONDSHU
Clerk of the Board

APPROVED AS TO FORM:

_____
STEVEN W. DAHLEM
County Counsel

MARIPOSA COUNTY BOARD OF SUPERVISORS
SUMMARY OF PROPOSED ORDINANCE ADDING AND AMENDING
TITLE 10 OF MARIPOSA COUNTY CODE

Notice is hereby given that on Tuesday, November 5th, 2024, at 9:00 a.m., or as soon thereafter as the matter may be heard, at its regularly scheduled meeting, the Mariposa County Board of Supervisors will consider the adoption of an ordinance to add Chapter 10.10, to Title 10 of the Mariposa County Code (the Ordinance Amendment) is to declare unlawful camping and obstruction of public rights of way to be a public nuisance, to protect public health, safety, and welfare, to discourage and prevent unlawful encampments from interfering with the public's right to use and enjoy publicly accessible buildings and spaces, and to accomplish these objectives in a manner that preserves the dignity and safety of all residents of the County of Mariposa.

A certified copy of the full text of the ordinance is posted for public review in the Office of the Clerk of the Board of Supervisors at 5100 Bullion Street, Mariposa, California, and is available for public inspection and copying in that office in accordance with the California Public Records Act, Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1.

Danielle Bondshu
Clerk of the Board

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-484

MEETING: November 5, 2024

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Select the 2025 Rural County Representatives of California (RCRC), Golden State Finance Authority (GSFA), Golden State Connect Authority (GSCA), and the Environmental Services Joint Powers Authority (ESJPA) Director and Alternate

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RECOMMENDATION AND JUSTIFICATION

Select the 2025 Rural County Representatives of California (RCRC), Golden State Finance Authority (GSFA), Golden State Connect Authority (GSCA), and the Environmental Services Joint Powers Authority (ESJPA) Director and Alternate.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On November 7th, 2023, Supervisor Menetrey was selected as director, with Toso selected as Alternate.

On April 9th, 2024, the Board changed the representative for ESJPA, and the Board designated Sam Cerveney as the representative and the solid waste director as the alternate for that board specifically.

RCRC - Environmental Services JPAs for Solid Waste:
(Typically, the same representative is named for the RCRC)
Representative - Supervisor Menetrey;
Alternates - Public Works Director, Solid Waste Manager

Golden State Connect Authority (GSCA):
(Typically, the same representatives are named for the RCRC)
Representative - Supervisor Menetrey; First Alternate - Supervisor Toso;

Golden State Finance Authority (GSFA):
(Typically, the same representatives are named for the RCRC)
Representative - Supervisor Menetrey; First Alternate - Supervisor Toso;

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board can also choose to make their selection at the first meeting of the year. However, Mariposa County will have no representation at RCRC if the selection is not made prior to their January 7, 2025 meeting.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **ESJPA 2025 MEMO & FORM**
2. **GSCA 2025 MEMO & FORM**
3. **GSFA 2025 MEMO & FORM**
4. **RCRC 2025 MEMO & FORM**

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 II Supervisor Poe, District IV Supervisor Forsythe

Rural Counties
Environmental Services
Joint Powers Authority
ESJPA

To: Members of the ESJPA Board of Directors
ESJPA CAO's
ESJPA Clerks of the Board

From: Patrick Blacklock, Executive Director

Date: October 21, 2024

Re: Designation of the 2025 ESJPA Delegates and Alternates - **ACTION REQUIRED**

Annually, the Rural Counties' Environmental Services Joint Powers Authority (ESJPA) requires confirmation of each member county's Delegate and Alternate to the ESJPA Board of Directors. The first ESJPA Board Meeting of 2025 will be held on March 27th.

Upon determination, please provide confirmation of your county's election/appointment, and forward the formal confirmation to ESJPA as soon as possible. The confirmation can be sent via e-mail to mchui@rcrcnet.org or mailed to:

Rural County Representatives of California
1215 K Street, Suite 1650
Sacramento, CA 95814
Attn: Maggie Chui

The ESJPA bylaws require that a Supervisor be the Delegate. **Alternates are generally a staff member in charge of solid waste/recycling programs for the county.** While there is no limit on the number of county staff who may attend the ESJPA meetings, only the officially designated Delegate or Alternate from each county will have voting rights.

Furthermore, all Delegates and Alternates will be required to comply with the ESJPA Conflict of Interest Code and file a Form 700.

Please do not hesitate to contact Maggie Chui, RCRC Director of Board Operations, at mchui@rcrcnet.org, or Staci Heaton, Deputy Executive Director, at sheaton@rcrcnet.org if you have any questions or require additional information. Thank you for your assistance in this matter.

Attachment

- ESJPA Designation Form

Rural Counties
Environmental Services
Joint Powers Authority
ESJPA

Designation of 2025 Delegate and Alternates for the

Rural Counties' Environmental Services Joint Powers Authority (ESJPA)
Board of Directors

County: _____

Delegate:

- **Supervisor** _____

Alternate:

- **1st Alternate:** _____

  E-Mail: _____

- **2nd Alternate:** _____

  E-Mail: _____

Effective Date: _____

Designations will be effective January 1, 2025, unless otherwise indicated.

AUTHORIZATION

Name, Title: _____

Date: _____

An Alternate is generally a staff member who is in charge of solid waste/recycling programs for the member county. While there is no limit on the number of county staff who may attend the ESJPA meetings, only the officially designated Delegate or Alternate will have voting rights. Please note that all Delegates and Alternates will be required to comply with the ESJPA's Conflict of Interest Code and file a Form 700.

To: Members of the GSCA Board of Directors
GSCA Member County CAO's
GSCA Member County Clerks of the Board

From: Patrick Blacklock, Executive Director

Date: October 21, 2024

Re: Designation of the 2025 GSCA Board of Directors, Delegates and Alternates - **ACTION REQUIRED**

The Golden State Connect Authority (GSCA) requires confirmation of each member county's Delegate and Alternate to the GSCA Board of Directors. The first GSCA Board Meeting of 2025 will be held on January 8th.

Upon determination, please provide confirmation of your county's election/appointment, and forward the formal confirmation to GSCA as soon as possible. The confirmation can be sent via e-mail to mchui@rcrcnet.org or mailed to:

Rural County Representatives of California
1215 K Street, Suite 1650
Sacramento, CA 95814
Attn: Maggie Chui

GSCA requires that both the Delegate and Alternate designations be Supervisors. Additionally, because the GSCA Board of Directors meetings are held in conjunction with the RCRC Board of Directors and GSFA Board of Directors meetings, GSCA Member Counties are thus encouraged to consider appointing the **same** Delegates and Alternates for all three entities.

Furthermore, all Delegates and Alternates will be required to comply with the GSCA's Conflict of Interest Code upon adoption by the Board, and file a Form 700.

Please do not hesitate to contact me if you have any questions or require additional information. Thank you for your assistance with this information.

Attachment

- GSCA Designation Form

Designation of 2025 Delegate and Alternate Supervisors for the

Golden State Connect Authority (GSCA) Board of Directors

County: _____

Delegate:

- **Supervisor** _____

Alternate:

- **Supervisor** _____

Effective Date: _____

Designations will be effective January 1, 2025, unless otherwise indicated.

AUTHORIZATION

Name, Title: _____

Date: _____

Please note that all Delegates and Alternates will be required to comply with the GSCA's Conflict of Interest Code and file a Form 700.

Golden State Finance Authority (GSFA)
1215 K Street, Suite 1650 · Sacramento, California 95814
Phone: (855) 740-8422 · Fax: (916) 444-3219 · www.gsfahome.org

To: Members of the GSFA Board of Directors
GSFA Member County CAO's
GSFA Member County Clerks of the Board

From: Patrick Blacklock, Executive Director

Date: October 21, 2024

Re: Designation of the 2025 GSFA Board of Directors, Delegates and Alternates - **ACTION REQUIRED**

Annually, the Golden State Finance Authority (GSFA) requires confirmation of each member county's Delegate and Alternate to the GSFA Board of Directors. The first GSFA Board Meeting of 2025 will be held on January 8th.

Upon determination, please provide confirmation of your county's election/appointment, and forward the formal confirmation to GSFA as soon as possible. The confirmation can be sent via e-mail to mchui@rcrcnet.org or mailed to:

Golden State Finance Authority
1215 K Street, Suite 1650
Sacramento, CA 95814
Attn: Maggie Chui

GSFA requires that both the Delegate and Alternate designations be Supervisors. Additionally, because the GSFA Board of Directors meetings are held in conjunction with the RCRC Board of Directors and GSCA Board of Directors meetings, GSFA Member Counties are thus encouraged to consider appointing the **same** Delegates and Alternates for all three entities.

Furthermore, all Delegates and Alternates will be required to comply with the GSFA Conflict of Interest Code and file a Form 700.

Please do not hesitate to contact Maggie Chui, RCRC Director of Board Operations, at mchui@rcrcnet.org if you have any questions or require additional information. Thank you for your assistance with this information.

Attachment

- GSFA Designation Form

Designation of 2025 Delegate and Alternate Supervisors for

Golden State Finance Authority (GSFA) Board of Directors

County: _____

Delegate:

- **Supervisor** _____

Alternate:

- **Supervisor** _____

Effective Date: _____

Designations will be effective January 1, 2025, unless otherwise indicated.

AUTHORIZATION

Name, Title: _____

Date: _____

Please note that all Delegates and Alternates will be required to comply with the GSFA's Conflict of Interest Code and file a Form 700.

To: Members of the RCRC Board of Directors
RCRC Member County CAO's
RCRC Member County Clerks of the Board

From: Patrick Blacklock, President & CEO

Date: October 21, 2024

Re: Designation of the 2025 RCRC Board of Directors, Delegates and Alternates - **ACTION REQUIRED**

Annually, the Rural County Representatives of California (RCRC) requires confirmation of each member county's Delegate and Alternate to the RCRC Board of Directors. The first RCRC Board Meeting of 2025 and Installation of Officers will be held on January 8th.

Upon determination, please provide confirmation of your county's election/appointment, and forward the formal confirmation to RCRC as soon as possible. The confirmation can be sent via e-mail to mchui@rcrcnet.org or mailed to:

Rural County Representatives of California
1215 K Street, Suite 1650
Sacramento, CA 95814
Attn: Maggie Chui

RCRC requires that both the Delegate and Alternate designations be Supervisors. Furthermore, all Delegates and Alternates will be required to comply with the RCRC's Conflict of Interest Code and file a Form 700.

Please do not hesitate to contact Maggie Chui, Director of Board Operations, at mchui@rcrcnet.org if you have any questions or require additional information. Thank you for your assistance with this information.

Attachment

- RCRC Designation Form

Designation of 2025 Delegate and Alternate Supervisors for the

Rural County Representatives of California (RCRC) Board of Directors

County: _____

Delegate:

- **Supervisor** _____

Alternate:

- **Supervisor** _____

Effective Date: _____

Designations will be effective January 1, 2025, unless otherwise indicated.

AUTHORIZATION

Name, Title: _____

Date: _____

Please note that all Delegates and Alternates will be required to comply with the RCRC's Conflict of Interest Code and file a Form 700.

MARIPOSA COUNTY

Board of Supervisors

Ordinance

MEETING:	November 5, 2024
TO:	The Board of Supervisors
FROM:	Danielle Bondshu, Clerk of the Board
RE:	Waive the First Reading and Introduce an Ordinance to Amend Section 2.92.04 Titled "Administrative Powers and Duties"

RECOMMENDATION AND JUSTIFICATION

Waive the First Reading and Introduce an Ordinance to Amend Section 2.92.04 Titled "Administrative Powers and Duties."

This Ordinance codifies the updated job description, which changes the County Administrative Officer (CAO) from a weak CAO to a strong CAO. This also codifies the designated departments over which the CAO will have direct oversight.

BACKGROUND AND HISTORY OF BOARD ACTIONS

2024-458: The Board approved the new job description for the CAO.

Since the Guidehouse study, the Board has had the direction to move toward a strong CAO model with the modification that the Board retains their hire and fire rights.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and the current ordinance will continue to stand. Ordinances are our local laws, so the CAO must follow the duties in the code versus the newest job description.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **CAO Ord Change - redline**
2. **CAO Ord Change**
3. **Summary of proposed Amendment County Administrative Officer**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District II Supervisor Shannon Poe
SECONDER:	District IV Supervisor Wayne Forsythe

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

MARIPOSA COUNTY ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 2.92.040 OF THE MARIPOSA COUNTY CODE TITLED "ADMINISTRATIVE POWERS AND DUTIES" OF THE COUNTY ADMINISTRATIVE OFFICER

WHEREAS, the Board of Supervisors desires to adopt a strong county administrative officer model to ensure continuity amongst departments and clarify the current role; and

WHEREAS, the purpose of this ordinance is to reflect the strong county administrative officer model; and

WHEREAS, the absence of a strong county administrative officer has led to a lack of clarity and direction, an inability to align departments with organizational goals, operational inefficiencies, delayed decision-making, and legal and compliance risks.

NOW, THEREFORE, the Board of Supervisors of the County of Mariposa does ordain as follows:

SECTION I: Section 2.92.040 titled "Administrative Powers and Duties", shall be amended to read in its entirety as follows:

2.92.040 Administrative Powers and Duties.

~~(A)~~ The County Administrative Officer shall be responsible to the Board of Supervisors for those specifically assigned activities concerning the administration of county offices, departments, and special districts under the jurisdiction of the board of supervisors. ~~If designated by the board specific activities may include but not be limited to the following:~~

~~1. Attend all meetings of the board of supervisors and, when so directed, attend meetings of commissions and committees established by the board of supervisors;~~
~~2. Promulgate, monitor compliance, and report results of policies established by the board of supervisors;~~
~~3. Represent the board of supervisors in the county's intergovernmental relationships in accordance with board policies and instructions; and, when so directed, represent the board in dealing with individuals or groups concerned with county affairs;~~
~~4. Assist the clerk of the board in the preparation of the board's weekly agenda; evaluate departmental and other requests, and make recommendations on agenda items;~~
~~5. Conduct research in administrative practices so as to bring about greater efficiency and economy in county government; develop and recommend to the board of supervisors long-range plans to improve county operations;~~
~~6. Analyze proposed state and federal legislation, make recommendations to the board of supervisors for positions on proposed legislation;~~
~~7. Develop budget instructions and procedures, and when authorized or directed by the board of supervisors; recommend an annual operating budget based on revenue projections, proposed goals, work programs, and projects, when authorized or instructed by the board of supervisors;~~
~~8. Monitor and report to the board of supervisors the expenditures, revenues and changes that may be necessary to stay within the board's approved financial plan;~~
~~9. Prepare, at the board's request, a proposed capital improvement budget based on long-range plans for acquiring, constructing or improving buildings and other county facilities;~~
~~10. Supervise, when authorized by the board of supervisors, select services that have been reviewed~~

~~and found advantageous to centralization by the board, including purchasing and personnel;~~

~~11. Assist department heads in solving problems which inhibit efficient operation within a department or create friction between departments;~~

~~12. Report quarterly to the board of supervisors the more significant activities performed as administrative officer;~~

~~13. Periodically review and monitor the county policies and procedure manual and make recommendations to the board regarding revisions to the manual.~~

(B) If designated by the Board, specific activities may include but not be limited to the following:

1. Plans, organizes, and directs the daily operations of County government and works as a liaison between the board of supervisors and departments led by appointed and elected officials, ensuring smooth governance and communication.
2. Attends Board meetings to understand policies and receive assignments; advises the Board on administrative practices.
3. Assists with emergency planning and response activities, ensuring the County's preparedness for crises and its ability to respond effectively to emergencies.
4. Makes oral and written presentations to the board and other public/private groups; provides information to the news media and the public regarding County operations.
5. Recommends appointments, disciplinary actions, and dismissals of appointed department heads, subject to board of supervisors' approval.
6. Reviews budget proposals and revenue projections to prepare the annual budget.
7. Directs department heads in preparing budgets and oversees the financial operations of departments under appointed officials. This includes setting expenditure controls and ensuring fiscal compliance with County objectives.
8. Accounts for budget variances; develops budget instructions and procedures with finance and auditor's office; reviews and comments on funding requests and staffing levels; monitors expenditures for compliance.
9. Studies and proposes improvements and simplifications to systems and procedures.
10. Conducts research in administrative practices and recommends efficiency improvements to the board.
11. Settles and reject general liability and workers' compensation claims up to an amount authorized by the board of supervisors; may also accept liability claim settlements in favor of the County within the limits set by the board.
12. Represents the board with other governmental agencies; serves as the board's legislative liaison at local, state, and federal levels, participating in advocacy and community programs.
13. Implements legislative advocacy programs; analyzes and recommends responses to proposed legislation and administrative regulations; participates in lobbying with oral and written testimony.
14. Prepares and administers long-term capital improvement plans, including financing strategies.
15. Directs the purchasing of property, equipment, and supplies.
16. Works with county counsel to negotiate and/or supervise the negotiation of contractual agreements; administers and enforces agreements.
17. Directs the establishment and enforcement of personnel policies.

18. Directs, develops, evaluates, and disciplines designated department heads and staff; implements training programs to enhance capabilities and improve service delivery; resolves staff problems, concerns, complaints, and grievances.
19. Develops and implements strategic plans to achieve the County's long-term objectives.
20. Facilitates effective communication between the board, County departments, and the public.
21. Engages with community leaders and stakeholders to gather input and foster relationships.
22. Ensures County operations comply with all applicable laws, regulations, and standards.
23. Establishes performance metrics and monitors departmental performance to ensure goals are met.
24. Promotes the use of technology and innovative practices to enhance County services and operations.
25. Investigates and resolves complaints and concerns regarding County programs and services; acts as liaison with cities, other counties, and regional, state, and federal agencies.
26. Performs special assignments for the board as directed.

(A) The departments and/or divisions the county administrative officer will have direct oversight over and recommend to the board of supervisors the appointment, termination, discipline, contract termination, etc. are:

1. Agricultural Commissioner
2. Planning
3. Building
4. Public Works
5. Health and Human Services
6. Library
7. County Fire
8. Child Support; and
9. University Co-operative Extension

(B) The county administrative officer will act as a support and liaison to the following elected officials:

1. Assessor/Recorder
2. Auditor
3. County Clerk/Tax Collector/Treasurer
4. Chief Probation Officer (appointed by the superior court judge)
5. District Attorney
6. Sheriff-Corner-Public Administrator

SECTION II: This Ordinance shall become effective thirty (30) days after final passage pursuant to the provisions of Government Code Section 25123.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this day of by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

MILES MENETREY, Chair
Board of Supervisors

ATTEST:

DANIELLE BONDSHU
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

MARIPOSA COUNTY ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 2.92.040 OF THE MARIPOSA COUNTY CODE TITLED "ADMINISTRATIVE POWERS AND DUTIES" OF THE COUNTY ADMINISTRATIVE OFFICER

WHEREAS, the Board of Supervisors desires to adopt a strong county administrative officer model to ensure continuity amongst departments and clarify the current role; and

WHEREAS, the purpose of this ordinance is to reflect the strong county administrative officer model; and

WHEREAS, the absence of a strong county administrative officer has led to a lack of clarity and direction, an inability to align departments with organizational goals, operational inefficiencies, delayed decision-making, and legal and compliance risks.

NOW, THEREFORE, the Board of Supervisors of the County of Mariposa does ordain as follows:

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2.92.040 Administrative Powers and Duties.

(A) The County Administrative Officer shall be responsible to the Board of Supervisors for those specifically assigned activities concerning the administration of county offices, departments, and special districts under the jurisdiction of the board of supervisors.

(B) If designated by the Board, specific activities may include but not be limited to the following:

1. Plans, organizes, and directs the daily operations of County government and works as a liaison between the board of supervisors and departments led by appointed and elected officials, ensuring smooth governance and communication.
2. Attends Board meetings to understand policies and receive assignments; advises the Board on administrative practices.
3. Assists with emergency planning and response activities, ensuring the County's preparedness for crises and its ability to respond effectively to emergencies.
4. Makes oral and written presentations to the board and other public/private groups; provides information to the news media and the public regarding County operations.
5. Recommends appointments, disciplinary actions, and dismissals of appointed department heads, subject to board of supervisors' approval.
6. Reviews budget proposals and revenue projections to prepare the annual budget.
7. Directs department heads in preparing budgets and oversees the financial operations of departments under appointed officials. This includes setting expenditure controls and ensuring fiscal compliance with County objectives.
8. Accounts for budget variances; develops budget instructions and procedures with finance and auditor's office; reviews and comments on funding requests and staffing levels; monitors expenditures for compliance.
9. Studies and proposes improvements and simplifications to systems and procedures.
10. Conducts research in administrative practices and recommends efficiency

improvements to the board.

11. Settles and reject general liability and workers' compensation claims up to an amount authorized by the board of supervisors; may also accept liability claim settlements in favor of the County within the limits set by the board.
12. Represents the board with other governmental agencies; serves as the board's legislative liaison at local, state, and federal levels, participating in advocacy and community programs.
13. Implements legislative advocacy programs; analyzes and recommends responses to proposed legislation and administrative regulations; participates in lobbying with oral and written testimony.
14. Prepares and administers long-term capital improvement plans, including financing strategies.
15. Directs the purchasing of property, equipment, and supplies.
16. Works with county counsel to negotiate and/or supervise the negotiation of contractual agreements; administers and enforces agreements.
17. Directs the establishment and enforcement of personnel policies.
18. Directs, develops, evaluates, and disciplines designated department heads and staff; implements training programs to enhance capabilities and improve service delivery; resolves staff problems, concerns, complaints, and grievances.
19. Develops and implements strategic plans to achieve the County's long-term objectives.
20. Facilitates effective communication between the board, County departments, and the public.
21. Engages with community leaders and stakeholders to gather input and foster relationships.
22. Ensures County operations comply with all applicable laws, regulations, and standards.
23. Establishes performance metrics and monitors departmental performance to ensure goals are met.
24. Promotes the use of technology and innovative practices to enhance County services and operations.
25. Investigates and resolves complaints and concerns regarding County programs and services; acts as liaison with cities, other counties, and regional, state, and federal agencies.
26. Performs special assignments for the board as directed.

(C) The departments and/or divisions the county administrative officer will have direct oversight over and recommend to the board of supervisors the appointment, termination, discipline, contract termination, etc. are:

1. Agricultural Commissioner
2. Planning
3. Building
4. Public Works
5. Health and Human Services
6. Library

7. County Fire
8. Child Support; and
9. University Co-operative Extension

(D) The county administrative officer will act as a support and liaison to the following elected officials:

1. Assessor/Recorder
2. Auditor
3. County Clerk/Tax Collector/Treasurer
4. Chief Probation Officer (appointed by the superior court judge)
5. District Attorney
6. Sheriff-Corner-Public Administrator

SECTION II: This Ordinance shall become effective thirty (30) days after final passage pursuant to the provisions of Government Code Section 25123.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this day of by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
MILES MENETREY, Chair
Board of Supervisors

ATTEST:

_____
DANIELLE BONDSHU
Clerk of the Board

APPROVED AS TO FORM:

_____
STEVEN W. DAHLEM
County Counsel

MARIPOSA COUNTY BOARD OF SUPERVISORS
SUMMARY OF PROPOSED ORDINANCE AMENDING
TITLE 2.92 OF MARIPOSA COUNTY CODE

Notice is hereby given that on Tuesday, December 3rd, 2024, at 9:00 a.m., or as soon thereafter as the matter may be heard, at its regularly scheduled meeting, the Mariposa County Board of Supervisors will consider the adoption of an ordinance to amend Chapter 92.040, to Title 2 of the Mariposa County Code (the Ordinance Amendment) is to update the "Administrative Powers and Duties" of the County Administrative Officer to reflect the strong county administrative officer model. This amendment designates the departments the county administrative officer will have direct oversight over as well as updates the duties and responsibilities of the county administrative officer.

A certified copy of the full text of the ordinance is posted for public review in the Office of the Clerk of the Board of Supervisors at 5100 Bullion Street, Mariposa, California, and is available for public inspection and copying in that office in accordance with the California Public Records Act, Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1.

Danielle Bondshu
Clerk of the Board

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: November 5, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: **CLOSED SESSION:** Public Employee Employment (Government Code Section 54957 (b)(1)): Title: Deputy Sheriff Industrial Disability Retirement Application

---

RECOMMENDATION AND JUSTIFICATION

CLOSED SESSION: Public Employee Employment (Government Code Section 54957 (b)(1)): Title: Deputy Sheriff Industrial Disability Retirement Application

[ ] CONFERENCE WITH LEGAL COUNSEL:

[ ] Existing Litigation:
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] Anticipated Litigation
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization:
Name of County Designated Representative:
Title(s) of unrepresented individuals with whom negotiations are being conducted:

PUBLIC EMPLOYEE EMPLOYMENT (Government Code Section 54957 (b) (1))
Title: Deputy Sheriff Industrial Retirement Application

[ ] PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Position of employee under review: (Government Code Section 54954.5)

[ ] PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54954.5)

[ ] CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Description of real property:
Agency negotiator:
Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] THREAT TO PUBLIC SERVICE FACILITIES
Name of the law enforcement agency involved:
Title of officer of a law enforcement agency:

[ ] LICENSE/PERMIT DETERMINATION
License or Permit applied for:
Number of license or permit applicants:
Name of applicant(s):

BACKGROUND AND HISTORY OF BOARD ACTIONS

Not Applicable

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not Applicable

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

None

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: November 5, 2024

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: **CLOSED SESSION:** Conference with Legal Counsel Regarding Anticipated Litigation; Number of Cases; 1

RECOMMENDATION AND JUSTIFICATION

CLOSED SESSION: Conference with Legal Counsel Regarding Anticipated Litigation; Number of Cases; 1

[X] CONFERENCE WITH LEGAL COUNSEL:

[ ] Existing Litigation:
[ ] Disclosure will jeopardize existing settlement negotiations.

[X] Anticipated Litigation
[X] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed: 1

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization:
Name of County Designated Representative:
Title(s) of unrepresented individuals with whom negotiations are being conducted:

[ ] PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:
(Government Code Section 54957 (b) (1))

[ ] PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Position of employee under review: (Government Code Section 54954.5)

[ ] PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54954.5)

[ ] CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Description of real property:
Agency negotiator:

Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] THREAT TO PUBLIC SERVICE FACILITIES
Name of the law enforcement agency involved:
Title of officer of a law enforcement agency:

[ ] LICENSE/PERMIT DETERMINATION
License or Permit applied for:
Number of license or permit applicants:
Name of applicant(s):

BACKGROUND AND HISTORY OF BOARD ACTIONS

Not Applicable.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not Applicable.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. Claim C24-17

C24-17

COUNTY OF MARIPOSA CLAIM FORM

CLAIM OF Mitchell Bailey
(Claimant)

v.

COUNTY OF MARIPOSA

CLAIM FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE
(Government Code § 910)

RECEIVED
OCT 0 8 2024
BOARD OF SUPERVISORS

TO THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY:

YOU ARE HEREBY NOTIFIED that: (Please type or print)

Claimant: Mitchell Bailey
Whose address is: 1615 West Honeysuckle Lane
City and State: Chandler, AZ Zip: 85248
Contact Phone: (949)644-1000 Email: jm-service@sweetjames.com

claims damages from the **COUNTY OF MARIPOSA** in the amount, computed as of the date of presentation of this claim, of $ 1,500,000.00.

This claim is based on: *(CHECK APPROPRIATE BOX OR BOXES)*

- ☐ Property Damage
- ☐ Other *(Please List)*
- ■ Personal Injury
- ☐ Contract

which occurred on May 14 (MONTH/DAY), 2024 in the vicinity of *(place where incident occurred)*:

8308 Wawona Rd, Tuolumne Meadows, CA 95389
(PLACE WHERE INCIDENT OCCURRED)

Describe generally the facts and circumstances that give rise to the claim: *(Please provide another page if more space is needed.)*

SEE ATTACHMENT ONE

The name(s) of the public employee(s) causing claimant's injuries or damages under the above-described circumstances is/are:

Wawona Hotel

The injuries sustained by claimant, as far as known, as of the date of presentation of this claim consist of:
(Describe generally claimant's injuries or damages.)

Following the incident, Claimant Mitchell Bailey experienced pain and injuries to this bilateral shoulders, low back, and left hip

The amount claimed, as of the date of presentation of this claim is computed as follows:

Damages incurred to date:

Expenses for medical and hospital care	$37,030.69
Loss of earnings	$N/A

Specific damages (**ITEMIZE & PROVIDE 3 REPAIR ESTIMATES**)

_____ $_____

_____ $_____

Other damages (ITEMIZE)

_____ $_____

_____ $_____

TOTAL DAMAGES INCURRED TO DATE: $37,030.69

Estimated future damages as far as known from this incident:

Total estimated prospective damages: $700,000.00

TOTAL AMOUNT CLAIMED AS OF DATE OF PRESENTATION OF THIS CLAIM: $737,030.69

All notices or other communications with regard to this claim should be sent to claimant at:

Sweet James, LLP, 4220 Von Karman Avenue Suite 200, Newport Beach, CA 92660

(ADDRESS TO WHICH NOTICES ARE TO BE SENT)

Please return the completed form to: Clerk of the Board, 5100 Bullion St, PO Box 784, Mariposa, CA 95338

***PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.*

Dated: 10/4/2024 Signed _____ Jason L. Maves, Esq.

(CLAIMANT/AGENT FOR CLAIMANT)

Government Code § 911.2. Time of or presentation of claims

A claim relating to a cause of action for death or for injury to person or to personal property or growing crops shall be presented as provided in Article 2 (commencing with § 915) of this chapter not later than six months after the accrual of the cause of action. A claim relating to any other cause of action shall be presented as provided in Article 2 (commencing with § 915) of this chapter not later than one year after the accrual of the cause of action.

ATTACHMENT ONE

On May 14, 2024, Mitchell Baily was a paying guest at the Wawona Hotel, located at 8308 Wawona Rd, Yosemite Valley, CA 95389. After checking in, Mr. Baily used the stairs to get to his room as there was no other means (i.e. elevator). While navigating the staircase, Mr. Baily used the staircase's banister to help support himself.

Eventually, Mr. Baily reached a portion of the staircase where there is a hideaway storage compartment. At this section, the staircase banister is attached to the hideaway storage compartment's door. When Mr. Baily began to use that section of the banister the door swung open into Mr. Baily's face, causing Mr. Baily to fall down the stairs and injuring himself.

Mr. Baily was informed by staff at the Wawona that the door that swung open should have been locked.

See below for a photograph of the hideaway storage door and the stair banister that was attached to it.

ER/Radiology

PHOENIX ER & MEDICAL HOSPITAL

3050 S Dobson Rd
Chandler, AZ 85248
Phone: 713-357-2535
Fax: 832-365-6138

BAILEY, MITCH J	Account Number: 23420-1
[redacted]	Balance: $ 200.00
	Payments: $ 2,971.87
Chandler, AZ 85248	Adjustments: $ 4,942.34

Itemized Charges

Charge#	REV	CPT	Charge Date	Description	Amount	Qty
500073030	0320	73030	5/19/2024 12:00:00 AM	RADEX SHO COMPL MINIMUM 2 VIEWS	$ 1,125.00	1
500072100	0320	72100	5/19/2024 12:00:00 AM	RADEX SPI LUMBOSAC 2/3 VIEWS	$ 1,345.00	1
500073502	0320	73502	5/19/2024 12:00:00 AM	RADEX HIP UNILATERAL WITH PELVIS 2-3 VIEWS	$ 1,050.00	1
500099285	0450	99285	5/19/2024 12:00:00 AM	EMER DEPT HIGH SEVERITY&THREAT FUNCJ	$ 4,594.21	1
				Total	$ 8,114.21	

Diagnosis

Admitting Diagnosis	Admitting Description	Principle Diagnosis	Principle Description
M25552	Pain in left hip	S76811A	Strain of other specified muscles, fascia and tendons at thigh level, right thigh

Secondary Diagnosis

Secondary Diagnosis	Secondary Description
S39012A	Strain of muscle, fascia and tendon of lower back
S40011A	Contusion of right shoulder
M25552	Pain in left hip

M25511	Pain in right shoulder
W010XXA	Fall on same level from slipping, tripping and stumbling without subsequent striking against object
Y9263	Factory as the place of occurrence of the external cause

Payments and Adjustments

Payer	Date	Payment	Adjustment
Aetna	6/20/2024 7:09:48 AM	$ 2,971.87	$ 4,942.34
	Total	$ 2,971.87	

Billing questions? Contact us: 713-357-2535

Mariposa County Board of Supervisors

District 1 ... ROSEMARIE SMALLCOMBE
District 2 ..... SHANNON POE
District 3 ..... DANETTE TOSO
District 4 ..... WAYNE FORSYTHE
District 5 ..... MILES MENETREY

JOE LYNCH
County Administrative Officer

DANIELLE BONDSHU
Clerk of the Board

P. O. Box 784
Mariposa, CA 95338
(209) 966-3222
(800) 736-1252
www.mariposacounty.org/board

10-08-2024

Mitchell Bailey
1615 West Honeysuckle Lane
Chandler, AZ 85248

Re: County Claim C24-17

To Whom It May Concern,

Attached you will find a file-stamped copy of the above-referenced "Claim for Personal Injury and/or Property Damage" dated 10-08-2024. Please keep this copy as your proof that the claim has been filed. Additionally, please note that the file has been assigned case number C24-17 and will now be routed for further processing.

Sincerely,

Malena Palmer

Malena Palmer
Deputy Clerk of the Board II
Mariposa County Board of Supervisors

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-485

MEETING: November 5, 2024

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Adopt a Resolution to Accept the 2023 General Plan Annual Report and Direct Staff to Forward the Final Resolution for the 2023 General Plan Annual Report to the State Department of Housing and Community Development and the State Office of Planning and Research, County Project No. 2024-015

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution to Accept the 2023 General Plan Annual Report and Direct Staff to Forward the Final Resolution for the 2023 General Plan Annual Report to the State Department of Housing and Community Development and the State Office of Planning and Research, County Project No. 2024-015

The Planning Commission and Board of Supervisors review the progress made each year to accomplish policies and implementation measures of the General Plan during the previous year (2023); amendments schedule to the General Plan in the following year (2024); and the submittal of the General Plan Annual Report to State Agencies. The General Plan Annual Report was submitted to the Office of Planning and Research (OPR, now the Office of Land Use and Climate Innovation (LUCI)) and the Department of Housing and Community Development (HCD) on March 29, 2024. The Housing Annual Report requires HCD approval. Approval was granted by HCD on April 2, 2024. The annual report is reviewed by the Planning Commission and approved by the Board of Supervisors at a public hearing. Following consideration by the Planning Commission and action by the Board of Supervisors, the resolution and any edits to the General Plan Annual Report will be submitted to the Office of Planning and Research and the Department of Housing and Community Development. The Annual Report contains a review of the General Plan policies, programs, and implementation measures that were addressed during the 2023 calendar year.

Following consideration and public testimony on the 2023 Annual Report on the General Plan, it is recommended that the Planning Commission take the following actions:

Consider any changes that should be made to the 2023 General Plan Annual Report;
Adopt a resolution recommending that the Board of Supervisors accept the 2023 General Plan Annual Report to the State Department of Housing and Community Development and the State Office of Planning and Research.
Please see the attached report and additional attachments for supplemental information.

BACKGROUND AND HISTORY OF BOARD ACTIONS

No Board of Supervisors Action has occurred on the 2023 General Plan Annual Report.

The General Plan Annual Report is prepared pursuant to Government Code Section 65400 and the adopted Mariposa County General Plan, which requires a report to be prepared each year regarding the General Plan. The annual report is reviewed by the Planning Commission and approved by the Board of Supervisors at a public hearing.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Negative action or no action would disallow advancement of a final resolution report to state agencies and put Mariposa County out of compliance with state requirements.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Mariposa County 2023 General Plan Annual Report**
2. **Planning Commission Resolution No. 2024-008**
3. **HCD Confirmation**
4. **BOS Resolution**
5. **2023 GPAR Notice of Exemption**
6. **Presentation PPT**
7. **Annual Sheet**

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

COUNTY OF MARIPOSA
GENERAL PLAN ANNUAL PROGRESS REPORT

Review of Calendar Year
2023

Mariposa County Planning Department

Introduction

Purpose of the Annual Report

This report is prepared pursuant to Government Code Section 65400 and the adopted Mariposa County General Plan, which requires a report be prepared each year regarding the General Plan. The Governor's Office of Planning and Research provides guidance in terms of preparing the report. The annual report is reviewed by the Planning Commission and approved by the Board of Supervisors at a public hearing. Following consideration by the Planning Commission and action by the Board of Supervisors, the General Plan Annual Report is submitted to the Office of Planning and Research and the Department of Housing and Community Development.

This 2023 Annual Report contains a review of the General Plan policies, programs and implementation measures that were addressed during the 2022 calendar year. It also describes planning activities that are in process or anticipated in 2023 through 2025 and subsequent years to achieve full consistency between General Plan policies and County development regulations.

Mariposa County General Plan

The Mariposa County General Plan was adopted by the Board of Supervisors on December 18, 2006. The underlying goals and policies of the General Plan were developed during a six-year-long public planning process featuring community workshops, preliminary drafts of policy documents, planning fairs, focused working sessions, public outreach efforts, revised drafts, and a final round of public hearings. An accompanying programmatic Environmental Impact Report (EIR) for the General Plan was prepared, revised, and circulated twice. The adopted General Plan and EIR mitigation measures have been in effect since December 18, 2006. Printed, electronic and on-line access to the adopted General Plan has been available to the public since January 2007.

The General Plan is a broadly-based policy document consisting of sixteen elements, with goals, standards and implementation measures designed to shape the future growth and development of Mariposa County, while preserving and enhancing the rural character of the County's natural resources and small communities.

Compliance with State Law and the General Plan Guidelines

State law mandates that each city and county adopt a general plan containing at least seven "required" elements: Land Use, Circulation, Housing, Open Space, Conservation, Safety, and Noise. Senate Bill 1000, adopted in 2016, now also requires cities and counties that have disadvantaged communities to incorporate environmental justice policies into their general plans either in a separate element or by integrating related policies and objectives throughout the other elements. This update must happen "upon the adoption or next revision of two or more elements concurrently on or after January 1, 2018." Mariposa County hasn't revised two or more elements

since January 1, 2018, so this requirement hasn't yet been triggered. In the coming year, staff will assess how to best address these requirements in the County's general plan and develop a process to carry out any necessary changes. Cities and counties that have identified disadvantaged communities, as defined by SB 1000 must include air quality in their General Plans. No disadvantaged communities as defined by SB 1000 have been identified in Mariposa County. Additional "optional" elements may be included at the discretion of the local jurisdiction.

Each local jurisdiction is allowed broad discretion with regard to how its general plan is organized. The general plan does not need to be arranged in eight distinct elements as long as the content necessary for each of the required elements is included in the general plan. The table below indicates how the topics that are to be addressed in each of the seven required elements are distributed in the County's general plan documents. Required and optional elements are shown in Table 1, along with the date of adoption or last major revision.

Table 1: Mariposa County General Plan Elements

Mandatory Elements	Year Adopted	Last Comprehensive Update	Last Amendment
Land Use Element	2006	N/A	11/2023
Circulation, Infrastructure, and Services Element	2006	N/A	N/A
Housing Element	2016	8/2019	N/A
Conservation and Open Space Element	2006	N/A	2015
Noise Element	2006	N/A	N/A
Safety Element	2006	N/A	10/2017
Environmental Justice	"upon the adoption or next revision of two or more elements concurrently on or after January 1, 2018."		
Optional Elements			
Agricultural Element	2006	N/A	N/A
Economic Development Element	2006	N/A	N/A
Arts and Culture Element	2006	N/A	N/A
Local Recreation Element	2006	N/A	N/A
Regional Tourism Element	2006	N/A	N/A
Historic and Cultural Resources Element	2006	N/A	N/A
Volume II-Area Plans			

Coulterville Town Planning Area Town Plan	1980	N/A	2016
Catheys Valley Community Plan	2012	N/A	2020
Fish Camp Town Planning Area Specific Plan	1983	N/A	2019
Wawona Town Planning Area Specific Plan	1987	2012	2016
Mariposa Town Planning Area Town Plan	1992	N/A	2021

Area Plans in Preparation (2020)

Progress toward implementation of the General Plan occurs whenever a new Area Plan is prepared and adopted, when an existing Area Plan is amended, or when the planning for a Planning Study Area is initiated. At full implementation of the General Plan, sixteen geographically distinct Area Plans are envisioned for Mariposa County's local communities; and the Yosemite National Park's General Management Plan represents a separate federal planning area of its own. The overall status and timing of the planning programs for each of the Area Plans is established in Table 5-1 of the General Plan (see below).

The Mariposa County Area Plans fall within the following descriptions, depending upon the scope and intensity of the land uses represented within any given planning area:

- Town Planning Area: All residential, commercial, industrial, job-center, recreation, and public uses, as defined in the General Plan, are consistent with the purpose of a town planning area. In the case of pre-existing adopted town plans, the planning documents may be known as a Town Specific Plan (such as Fish Camp).

- Community Planning Area: Single-family residential, rural commercial, recreation/resort-oriented, small business and public are the land uses consistent with the purpose of a community planning area. Multi-family residential uses with more than two attached dwelling units per structure and industrial uses are not consistent land uses within community planning areas; live-work commercial/residential uses are acceptable. Greeley Hill and Catheys Valley are examples of Community planning areas.

- Special Planning Area: Some small locales (including Foresta, Buck Meadows and Yosemite West) in the County do not face the full scope of issues and land uses warranting a full-scale town plan or community plan. The purpose of a special plan is to address the specific issues of local importance for the planning area. Consistent uses will be defined within the special plan.

Three Area Plans are identified in Table 5-1 of the General Plan as "pending for approval in (the) short term." These are the communities of Midpines, Lake Don Pedro, and Yosemite West.

The Midpines Community Planning Advisory Committee (MCPAC), appointed several years ago by the Board of Supervisors, has been meeting regularly. Since January 2013, Planning has staffed the committee and worked with members regarding the Community Plan for Midpines. A full draft of the Community Plan is complete and the public review process for the Plan is underway with action expected on the Plan in 2024.

Significant work was done on the Yosemite West Special Plan in the years 2000 through 2007. Staff worked with an appointed advisory committee, and a draft plan was presented to the Board of Supervisors. There was significant controversy within the community. Ultimately, that plan was not acted upon by the Board, and there was no change made to Table 5-1 for Yosemite West.

The Lake Don Pedro Town Planning Area is the final short-term priority for Area Plans. No formal community planning process has begun for this area.

Implementation of zoning standards for the adopted Catheys Valley Community Plan will occur as part of the continuing General Plan implementation process.

Table 5-1: Planning Area and Area Plan Status

Planning Area	*Planning Advisory Committee*	*Area Plan Status*
Bear Valley Community	No	Not scheduled
Bootjack Community	No	Not scheduled
Buck Meadows Special	No	Not scheduled
Catheys Valley Community	Yes	Adopted
Coulterville Town	Yes	Adopted
El Portal Town	Yes	Pending for completion in the intermediate term
Fish Camp Town Specific Plan	Yes	Adopted
Foresta Special	No	Not scheduled
Greeley Hill Community	Yes	Not scheduled
Hornitos Community	No	Not scheduled
Lake Don Pedro Town	No	Pending for completion in intermediate term
Mariposa Town	No	Adopted
Midpines Community	Yes	Pending for completion in short term
Mount Bullion Town	No	Not Scheduled
Wawona Town Specific Plan	Yes	Adopted

Yosemite National Park	N/A	Complete[1]
Yosemite West Special Plan	Yes	Pending for completion in the intermediate term

[1]Yosemite National Park has prepared three major updates to its General Management Plan. Of these various plans, the Yosemite Valley Plan and the Merced River Plan have the greatest set of collaborative planning issues within the County.
Source: Mariposa County General Plan.

General Plan Amendments

Changes or amendments to the General Plan occur through applications by the public or by the County after authorization to proceed by the Board of Supervisors. State law requires the General Plan be kept current and updates occur periodically. The following table shows the General Plan amendments approved in 2023:

Table 2: Approved General Plan Amendments 2023

Amendment	Description
General Plan/Zoning Amendment 2020-096 Mariposa County	Added Section 5.3.06 – Special Plan Land Use Classification (LUC) to the Mariposa County General Plan and amended the Yosemite West Special Planning Study Area Land Use Diagram in Volume II of the General Plan to change the LUC on APN 006-150-003 from Rural Residential to Special Plan to allow for mixed use development on the project site, including multi-family employee housing. Resolution 2023-630 adopted on November 21, 2023.

Strategic Implementation Plan

In August of 2017, the County initiated a project to develop a Strategic Implementation Work plan to prioritize and guide the implementation of the General Plan. Since adoption of the General Plan in 2006, staff had made some progress in implementing the General Plan, but progress was slow due to limited resources and competing priorities. The Strategic Implementation Work Plan was developed to identify specific work tasks along with a recommended priority, through a series of workshops and discussions. The Strategic Implementation Work Plan was accepted by the Board of Supervisors in March of 2018.

The Strategic Implementation Work Plan is a 5-year work plan to implement the General Plan. Several tasks were identified to commence in the 2018-2019 fiscal year. As part of the Fiscal Year 2018-2019 Budget request, staff requested significant funding for identified Year 1 tasks. Staff's

request was not fully funded. The Board of Supervisors allocated funds to commence Tasks 1.5 and 1.6 only. Staff held off on pursuing consultant assistance immediately following the Ferguson Fire, which burned from mid-July to mid-August 2018, due to anticipated financial impacts resulting from the fire. In February of 2019, Planning released a Request for Proposals to seek a consultant to commence work on Tasks 1.5 and 1.6. An Agreement for consultant assistance was approved by the Board of Supervisors at their meeting on March 26, 2019. Staff and the consultant team met via teleconference on a bi-weekly basis throughout 2023 to review the work performed by the consultant on preparing the development code update and staff's comments and input on that work. The following draft documents have been prepared by the consultant team, and were reviewed by County staff and returned to the consultant for preparation of final draft documents: The new combined zoning/subdivision development code will include a Table of Contents, Article 1 (Enactment and Applicability), Article 2 (Zones, Allowable Uses, and Development Standards), Article 3 (Regulations Applicable to All Zones), Article 4 (Regulations for Specific Land Uses), Article 5 (Subdivision Code), Article 6 (Nonconforming Uses, Structures and Parcels), Article 7 (Permit Processing Procedures), Article 8 (Development Code Administration) and Article 9 (Definitions). No final action was taken on the proposed development code in 2023.

A copy of the complete table identifying all the identified General Plan tasks and schedule is attached to this report. Below is a table listing the first set of tasks proposed by the Strategic Implementation Work Plan to be completed in Year 1:

1.1	**COUNTYWIDE FIRE SAFETY STRATEGIC PLAN** -Seek FEMA disaster mitigation funding to complete a strategic plan for fire safety incorporating the Standards of Cover for the Mariposa County Fire Department identifying current and future fire service areas and standards. - Identify long-term capital improvements, rolling stock, equipment and supplies, and other major purchase items needed to maintain and improve fire safety. - Identify thresholds and capital facility needs for each of the existing and future service areas. - Revise and update the Standards of Cover and service area maps. - Consolidate local Community Wildfire Protection Plans (CWPPs) into a Countywide CWPP. - Identify land use, zoning, density, property maintenance and other standards that would improve fire safety.
1.2	**MARIPOSA TOWN PLAN UPDATE** -Update the Mariposa Town Plan to include the identified expansion area and to provide land use policy guidance and recommend amended development regulations to be added to the Zoning Ordinance (Subtitle 17.300). - Incorporate provisions that expand locations for industrial uses near Mariposa Airport, and provide sufficient capacity to allow for potential expansion of office locations. - Ensure that the community plan defines "rural character" as it applies to the planning area and defines thresholds for uses deemed complementary to rural character. - Ensure that the community plan includes land area to accommodate local rural home industries that outgrow their home-based location. - Require water and sewer disposal to be provided from a centrally coordinated and managed system. - Expand locations for higher-density housing. - Ensure the plan addresses Housing Element objectives and policies and housing program administration. - Establish and annotate annexation process to add lands to utility service territories (e.g., SOI expansion, LAFCO process, service extensions, financial agreements). - Incorporate provisions of the Multimodal Transportation Feasibility Study being conducted by Mariposa County LTC.

1.3	**COMPLETE MIDPINES COMMUNITY PLAN** - Continue staff work to facilitate community group meetings and prepare plan documentation in order to adopt the Midpines Community Plan within one year. - Midpines Community Plan will provide General Plan-level land use policy guidance and may recommend customized development regulations to be added to the Zoning Ordinance. December 2021 Board of Supervisors Authorized Staff to Initiated the Environmental Review and Complete the Plan Adoption process. Estimated Timeline- 2024-2025
1.4	**EL PORTAL TOWN PLAN [*Note: In collaboration with National Park Service and Aramark and subject to negotiations on a Memorandum of Understanding with the National Park Service*]** - Area plan will provide General Plan-level land use policy guidance and may recommend customized development regulations to be added to the Zoning Ordinance. - Plan to be prepared in collaboration with National Park Service and Aramark. - Incorporate provisions that identify suitable locations to accommodate additional workforce housing uses necessary to support Yosemite National Park and sufficient capacity to allow for potential expansion of office locations. - Ensure that the plan addresses and is consistent with the Merced Wild and Scenic River Comprehensive Management Plan and EIS. - Ensure that the plan defines "rural character" as it applies to the planning area and defines thresholds for uses deemed complementary to rural character. - Ensure that the plan includes land area to accommodate local rural home industries that outgrow their home-based location. - Ensure the plan addresses Housing Element objectives and policies and housing program administration. - Address potential National Park Service approval/action. - Address potential need for National Environmental Policy Act (NEPA) action.

1.5	**ZONING ORDINANCE UPDATE - PART 1** - Part 1 of 3, including items that do not require completion of updated area plans. Some items below are not necessarily code updates (i.e., some may be established as department policy/procedure). - Implement zoning provisions established in adopted Catheys Valley Community Plan, Fish Camp Town Plan, Coulterville Town Plan, and Wawona Town Plan. - Identify alternative strategies for providing flexibility in application processing and maximizing densities, where appropriate. - Develop siting and development standards for recreation and resort uses. - Establish performance-based zoning standards for commercial and industrial districts. - Establish standards to protect visual character and define "viewshed", including a cell tower compliance strategy. - Establish lighting standards consistent with recommendations from the International Dark Sky Association. - Establish standards for "close-to-services" development. - Establish provisions to accommodate home-based businesses consistent with each land use designation, and update agri-tourism ordinance and determine appropriateness of home-based businesses outdoors on Williamson Act parcels. - Establish siting and development criteria for public facilities and sites. - Maintain maximum allowable residential density for all lands outside of community/area plans as one dwelling unit per 5 acres (plus one accessory dwelling unit on each parcel). - Update the extent and provisions of the Timber Reserve zoning district to limit development in areas of identified potential timber resources. - Establish that no discretionary project will be approved if traffic generated by the proposed project would exceed capacity of the road systems providing access from the nearest county major collector or state highway unless mitigation is required. - Address state-mandated zoning requirements for affordable housing.- Establish provisions for review and approval of projects within the Mariposa Airport Land Use Planning Area (review the provisions of the Airport Overlay Zone). - Establish that no project will be approved unless shown to have access to an approved source for wastewater treatment and disposal and a potable water supply. - Clearly define uses compatible with agriculture and accommodate agri-tourism uses through changes to Agriculture and other zone districts. - Reevaluate permitted use tables in commercial and industrial districts to identify additional uses to be allowed by right (i.e., fewer CUPs) - Establish procedure that allows County staff to address uses not currently listed. - Establish procedure that allows County staff some minor deviations from development standards, as appropriate. - Implement requirements for minimum building and grading setback lines from waters of the State that are adequate to protect stream, riparian, and wetland resource values. - Consider need for a noise ordinance to define noise standards for the County. - Require preparation of acoustical analyses for certain proposed nonresidential uses as described in Implementation Measure 15-2B(1). - Require appropriate noise reduction measures for outdoor public events, as described in Implementation Measure 15-2B(3). - Establish appropriate standards for discretionary development projects wishing to provide alternative, on-site fire protection services. - Establish a dam inundation overlay district. -Require a hydrologic evaluation for development projects located within floodplains and drainage channels to ensure potential flood hazard is minimized. - Require development projects to provide at least one means of vehicular access not crossing a flood hazard area, or be constructed above the maximum flood elevation. - Require flood and drainage channels to be designed into landscaping plans. --Update definitions of various development typologies for consistency with state and federal laws, and administrative efficiency, as appropriate

1.6	**SUBDIVISION ORDINANCE UPDATE** - Complete a comprehensive update to the County's subdivision regulations including the following provisions: - Establish mechanism/procedure for minimum density subdivisions in lieu of minimum parcel size subdivisions. - Require new subdivisions to demonstrate adequate roadway capacity to serve the project prior to approval. - Require new subdivisions to provide mandatory contributions for maintenance of any roads that are not within the County-maintained road system. - Modify lot adjustment procedures/provisions as described in Implementation Measures 5-9A(2) re: minimum parcel size and 10-2A(2) re: Williamson Act parcels. - Require that infrastructure for new subdivisions meet requirements for ready-to-build parcels. - Establish that no subdivision will be approved if traffic generated by the proposed project would exceed capacity of the road systems providing access from the nearest county major collector or state highway unless mitigation is required. - Establish that no subdivision will be approved unless shown to have access to an approved source for wastewater treatment and disposal and a potable water supply. - Develop subdivision design standards for placement of structures on ridgelines. - Establish provisions for site development and clustering in new subdivisions to conserve designated scenic routes. - Encourage maximized solar access where feasible and consistent with maintenance of scenic values in new subdivision designs. - Establish appropriate standards for new subdivisions proposing to provide alternative, on-site fire protection services. - Amend, if necessary, the County Subdivision Ordinance to ensure formal review of subdivisions by the fire agencies. - Require a hydrologic evaluation for proposed subdivisions located within floodplains and drainage channels to ensure potential flood hazard is minimized. - Require subdivision parcel and final maps and building permit site plans to provide for on-site detention for normal stormwater flows in excess of the capacity of natural drainage courses receiving runoff from the development. - Require subdivision parcels to provide at least one means of vehicular access not crossing a flood hazard area, or be constructed above the maximum flood elevation. - Amend, if necessary, to correspond with zoning regulations to provide for additional density.

As part of the General Plan Implementation project, Title 1 of County Code was proposed to be amended to include a comprehensive code enforcement procedures program that would ensure that all county codes, including those that implement the General Plan, are adequately enforced using an efficient process. The Code Compliance Advisory Committee continued to work on developing code compliance standards in 2023 but a final draft was not completed for County decision-maker review during the calendar year.

Housing Element Implementation

A Housing Element is unique in terms of its policy and reporting requirements under California statutes, and with regard to the state-supervised schedule by which it is updated and adopted. The Housing Element describes housing programs and the responsible agencies/departments responsible for implementing them along with specific time frames for implementation.

The adopted 2019-2024 Housing Element demonstrates that the County can accommodate its state assigned RHNA (Regional Housing Needs Allocation). The actual creation of new housing is the responsibility of the private housing sector. The policies in the Housing Element generally call for local agencies to encourage the production of affordable housing, and to avoid and eliminate constraints to the construction of new and affordable housing units. The Housing Element identifies several new programs that are necessary to meet legislative requirements. Each Housing Element program and its implementation status are summarized in attached HCD

tables.

Attachment 1 is the Housing Element Implementation Annual Progress Report summary, a State mandated report that is to be submitted to HCD each year. The tables provide information on the residential building permit activity for 2023 based upon income levels from extremely low to moderate income housing. There have been no residential units constructed for very low or low income households.

The County received the 7th Cycle Data Package in 2023 in anticipation of the 2024-2029 Housing Element Update. The data package contained the new RHNA (Regional Housing Needs Allocation) for the upcoming five-year period, which is two (2) low-income homes. This is the state minimum.

The County approved a Comprehensive Housing Program Implementation Study on June 19, 2018 (Program 2.1 of the 2014-2019 Housing Element). This document identifies several initiatives for the County of Mariposa to implement to increase the supply of housing including potential funding sources. The majority of the initiatives in this study were incorporated into the 2019-2024 Housing Element and were completed or are ongoing. This work is being led by the County Housing and Community Development Specialist, which is a position that was identified as a priority in the Comprehensive Housing and Program Implementation Study.

Additionally, the 42 unit Mariposa (Creekside) Terrace low-income apartment project received additional approvals by resolution on March 2, 2021 and an accompanying ordinance adopted on March 16, 2021. Project construction was completed in 2022 and the units are now being rented. There are 11 units set aside in this complex for families of individuals that have been experiencing homelessness.

In December of 2018, the Board of Supervisors had a discussion on potential housing programs that could assist in increasing the supply of housing. Several options were identified and discussed, including:

- Accessory Dwelling Units (Development Code Update)
- Single Room Occupancy (SRO) units (Development Code Update)
- Kitchen Definition (Development Code Update)
- Tiny Homes (County Counsel has offered a legal opinion)
- Junior Accessory Dwelling Units (JADUs) (Development Code Update)
- Allowance for Extended Stay RV Parks (Development Code Update)
- Areas for Extended Stay RV Parks (Development Code Update)
- Employee Housing (Researching and Development Code Update)
- "Pre-Approved" Building Permit Plans for Tiny Homes (Staff directed to pursue)
- High Density Housing (Development Code Update)
- Density Bonus Provisions (Development Code Update)
- Housing Element Update (Done – August 2019)

The Board of Supervisors gave direction to Planning staff to begin studying the items and come back with a program or plan with additional information on the items. Staff began taking portions of the above list and preparing specific discussion items to bring back to the Board. Other items will be incorporated into the Development Code Update process.

While work continued on the Development Code Update process in 2023, as noted, largely through electronic and teleconference communications between Planning staff and the County's consultant, implementation of other programs listed above were significantly curtailed in 2023 due to staffing shortages. It is likely that implementation of some of these programs will entail public joint workshops between the Planning Commission and Board of Supervisors.

The new development code will address accessory dwelling units, density bonuses for affordable housing and single room occupancy units.

As noted above, the 2019-2024 Housing Element was approved in August 2019 and certified by HCD in October 2019.

Other housing programs (including funding) being pursued by Health and Human Services and/or County administration, working cooperatively where applicable with Planning, Department of Public Works and other county departments include:

- Board of Supervisors adopts continuing resolution relating to a shelter crisis local emergency (weekly).
    - The Board of Supervisors began a project at the end of 2023 to adopt Ordinance 1190 to modify Mariposa County Code Chapters 15.10.040 and 15.10.080 to allow for the construction of pallet shelters to support emergency homeless housing. This ordinance was adopted in February of 2024.
- Approved the 2023 Low Income Home Energy Assistance Program agreement and certifications with the California Department of Community Services and Development in an amount not to exceed $525,000 to provide energy assistance payments.
- The County continues to promote its Community Development Block Grant Single-Family Housing Rehabilitation program.
- Worked with Nevada, Amador and Calaveras counties to develop an accessory dwelling unit (ADU) workbook for the Mother Lode region. The workbook is an outreach and educational tool as well as a step-by-step guide to ADU construction. The project was funded by a Regional Early Action Program (REAP) grant and is governed by a memorandum of understanding between the participating counties. The workbook was completed in 2023 and is the winner of a 2024 American Planning Association Small Town STaR award for Planning Initiative.

The Integrated Mobility and Housing Strategy (IMHS) team – including a local steering committee, members of Yosemite National Park and the Yosemite Conservancy –completed work on the Strategy in 2022 and was adopted by the Board of Supervisors in January 2023. This study assessed Yosemite National Park workforce needs for both housing and transportation connections from housing to workplace. The comprehensive study assessed and prioritized sites within the

community for housing development. One of those priority sites was selected for a 2023 Strategic Growth Council Transformative Climate Communities project development grant that will fund full construction documents for a new mini neighborhood, which is set to begin in fall of 2024.

As noted above in General Plan Amendments, the Board of Supervisors took action to add Section 5.3.06 – Special Plan Land Use Classification (LUC) to the Mariposa County General Plan and amend the Yosemite West Special Planning Study Area Land Use Diagram in Volume II of the General Plan to change the LUC on APN 006-150-003 from Rural Residential to Special Plan to allow for mixed use development on the project site, including fourteen (14) multi-family employee housing units and two (2) single-family residences. The action included an amendment to the zoning code to add a new chapter titled Yosemite West Mixed-Use Zone which is identified as a consistent zone in the Special Plan LUC. This action assists in implementing Program 5.11 of the 2019-2024 Housing Element that mandates the County to take measures to encourage and facilitate the production of housing for permanent and seasonal employees.

Housing and Vacation Rental Conversion

Program 4.2 of the 2019-2024 Housing Element requires the County to periodically evaluate the effect of the conversion of housing units to vacation rentals. Specifically, Program 4.2 reads as follows:

> *"The County shall periodically evaluate any potential nexus between the reduction in the County's supply of housing and the conversion of units to vacation rental units. The study shall evaluate any effect of conversions on the supply of housing for all economic segments of the community and the supply of affordable employee housing, in particular. Should such a study determine that the annual or cumulative number of conversion of units adversely affects the supply of housing for any economic segment of the community, the study shall consider appropriate measures to mitigate impacts."*

The 2019-2024 Housing Element summarizes the situation as of 2018 as follows:

> *"There has been concern among those seeking to find affordable housing, rental housing in particular, that vacancy rates in the County are increasingly adversely affected by the number and rate of conversions of units to transient occupancy (vacation rentals). County records demonstrate an increasing rate of conversion. During the 10-year period 2000-2009, the County approved 243 vacation rental occupancies, one of which became inactive. During the five-year period 2010-15, 247 new vacation rentals were created (243 approved, with 52 applications under review, and 48 noted as inactive). The increase in the rate and number of conversions has exacerbated the cumulative effect on the housing supply, in part because conversions have not been offset by new construction. In 2010 the number of conversions over the previous 10 years (243) represented 2.3% of the total number of housing units (10,188). By 2014, the cumulative number of conversions (432) represented 4% of the housing supply (10,386 housing units). However, the number of housing units increased by a mere 1.9% between 2010 and 2014, not enough to replace units lost due to conversion. By 2015 the cumulative number of conversions was approximately 5% of the housing supply. By the end of 2018, the number of vacation rentals totaled 671, representing 6.4% of the housing supply*

(10,429 housing units[2]). This relationship between a relatively static housing supply and the ongoing and increasing rate of conversion is expected to continue. Regardless of the fluctuations in the rate, the cumulative effect of conversion on the supply of housing is significant. However, the effect of conversions on the supply of housing affordable to above- and below-moderate income households cannot be determined without careful evaluation. Variables to consider in such an evaluation include effects on owner vs. rental occupancies, whether converted units would otherwise be available to households with specific income characteristics, and the relationship between active and inactive vacation rentals."

By the end of 2023, the County has 874 active short-term rentals, with 42 applications pending, and 47 bed and breakfasts. This was up from the end of 2022 a total of 793 and 2021 a total of 720. A comprehensive study of Short Terms Rentals (STR's) was conducted in 2023. (This effort is consistent with Program 4.2 in Section 8.6.04 – *Housing Objectives and Programs* of the 2019-2024 Housing Element.) The County retained the services of an economist to better understand the STR industry and its impacts. This study also included a robust community engagement element including a survey which received 779 responses and a series of town hall meetings where preliminary economic findings and survey data was communicated to the public. Key findings from the study include an economic literature study finding that an increase in STR's in a community affect the affordability of rental and sale housing. An induced workforce housing demand finding was also made in the study noting that for every two permitted STR's, 1.3 new workforce housing units are needed to support the workforce that serves the hospitality industry., It is evident that the construction and availability of new housing units is not keeping pace with the rate of conversion to vacation rentals. Housing units for purchase and housing units for rent are increasingly difficult to find. Anecdotal information suggests the lack of available housing has resulted in the following economic development and rural character impacts:

- Hours for local businesses are limited, due to limited available employees.
- Developer willingness to make investments to existing businesses is limited, due to lack of available housing for needed additional employees.
- There is a need for new job generating developments and existing businesses to address availability of housing as part of their projects. Businesses need employees to be successful and employees need locally available housing.
- Higher level positions at Park are increasingly difficult to fill or are going unfilled because there isn't available housing.
- Character of some residential neighborhoods is being impacted by vacations rental occupants.

The following table shows the rate of conversion of existing residences to vacation rentals (number of new vacation rental facilities) and the number of new dwelling permits issued for each calendar year. Prior to 2020, the number of new dwelling permits issued has not kept pace with the number of new vacation rentals for the previous 5 years. In 2020, for the first time in 5 years there were

[2] *U.S. Census Bureau, 2013-2017 5-Year American Community Survey, TableDP04: Selected Housing Characteristics and Certificates of Occupancy issued in 2018 by the Mariposa County Building Department*

17 more new residential units created than new vacation rentals. In 2023, there were fewer new residential unit construction permits issued than new vacation rental permits.

YEAR	NUMBER OF NEW VACATION RENTAL FACILITIES	NUMBER OF NEW DWELLING PERMITS	DIFFERENCE NEW PERMITS VS NEW VACATION RENTAL (negative number represents a net loss of available housing units)	NUMBER OF CERTIFICATES OF OCCUPANCY
2014	35	49	**14**	
2015	66	54	**-12**	
2016	74	47	**-27**	**47**
2017	64	37	**-27**	**37**
2018	72	56	**-16**	**48**
2019	71	63	**-8**	**60**
2020	39	56	**17**	**29**
2021	35	44	**12**	**45**
2022	71	61	**-10**	**39**
2023	77	55	**-22**	**59**

Staff notes:

1. Housing availability has been further impacted by **the Detwiler Fire in 2017, when 70 dwelling units were destroyed. Estimated housing units destroyed in the Oak Fire 2022-127.**
2. Of the number of building permits issued for housing in 2023, were for detached, affordable units.

The consultant completed the analysis in 2023 and the report is now under County review.

In July of 2023 a Non-Residential Market Study was completed through a CDBG Economic Development grant. Although the name of the study would lead to the conclusion that this might not belong in this section, the first strategy that was identified in the study was to "Prioritize expanding the supply of housing, in particularly affordable and workforce housing" and reads as follows.

"***Strategy 1: Prioritize expanding the supply of housing, in particular affordable and workforce housing.*** *The County's already small, aging, and already declining population is projected to continue declining if the County does not focus on ways to support and stimulate housing*

production. The economic health of the County is linked to the capacity to not only deliver adequate housing to meet demand, but to offer a range of housing types (i.e., different densities, sizes, tenure) to attract and retain a skilled labor force. The County should consider the following action items to support this strategy:

– The County should prioritize approval of proposed projects while engaging in thoughtful and diligent planning efforts to preserve the County's rural character and mitigate real and perceived impacts, including traffic, natural resource allocation, and public safety.

– The County should consider actions that could assist in planning for additional identified housing needs. Recent initiatives such as the Integrated Mobility and Housing Strategy (IMHS) serve as good precedents for innovative County-led planning work to support new housing development.

– The County should lead informational sessions that address solutions to real and perceived negative impacts from new growth to garner community support for new residential development."

The Mariposa Creek Phase IV Plan (MCP Phase IV) was adopted February 20th 2024 but much of the work took place in 2023. This plan looked at the 187 acres of land purchased by the County in 2020 with the intent of extending the Mariposa Creek Parkway to the current County Jail site while establishing shaded fuel breaks to protect the town in event of a catastrophic wildfire. The Phase IV Plan focused not only on these recreational and environmental considerations but also infrastructure, housing, and economic development. Through extensive analysis and community engagement the following recommendations were incorporated into the preferred site plan.

"During the engagement efforts for this Special Plan, the community expressed a desire for new housing on the Southern Segment to include a mix of types that would meet the needs of a range of Mariposans. The Southern Segment includes flexible options for new housing in two locations, and it will be up to potential private or non-profit developer(s) of these sites to determine the eventual housing forms.

Adjacent to the existing Creekside Terrace development, the first potential housing site could accommodate up to 40 additional units in a mix of townhomes and/or apartments. The second potential housing site is located further west, close to the hillside and with potential access via Standen Park Road. Given its configuration, this site appears more suitable to single-family housing."

Other Implementation Activities

As mentioned above, the Mariposa County General Plan is comprised of sixteen (16) chapters or elements. The section below lists some highlights towards implementation in some of the elements contained in the General Plan. A full list of General Plan implementation measures is attached to this report.

Land Use Element

- Planning staff continued to work collaboratively with consultant Mintier Harnish on the draft development code. When complete, this project will implement many of the

implementation measures contained in the General Plan and will codify recent state law changes.

Accessory Dwelling Units (ADUs) and Junior Dwelling Units (JADUs)

Recent changes in State law regarding Accessory Dwelling Units and Junior Dwelling Units have been made to encourage the development of these types of residential units. Staff will be reviewing current County Code in relation to current State laws to ensure County Code is in compliance with current regulations. As noted above, the county partnered with Nevada, Amador and Calaveras counties to develop an ADU workbook for the Mother Lode region. The workbook is an outreach and educational tool as well as a step-by-step guide to ADU construction. Also as noted above, the county's new development code will address accessory dwelling units, density bonuses for affordable housing and single room occupancy units.

Circulation, Infrastructure, and Services Element

- Approved the Transportation Planning Overall Work Program for fiscal year 2023-24.
- Approved an agreement with the California Department of Transportation (Caltrans), Division of Rail & Mass Transportation for Federal Transit Administration Transit funds.
- Adopted the 2024 Regional Transportation Plan and Negative Declaration.

Agriculture Element

- The Board received a presentation on the Mariposa County TerraCount Tool Project. The Terracount tool will be utilized to generate carbon stocks data for future general plan updates. The TerraCount project is associated with the Sustainable Agriculture and Lands Conservation (SALC) program, which is an effort to create an Agriculture and Working Landscape Conservation Plan.
- The Agriculture and Working Landscape Conservation Plan project advanced in 2023 with community engagement and draft plan generated. Expected completion in 2024. Strategies within the AWLCP are envisioned to provide strategies and options for general plan updates.

Conservation and Open Space Element

- Accepted the Urban Greening grant funds and increased revenue and appropriations in the Planning Department budget to recognize the grant funding ($911,850). The Urban Greening program provides funding to reduce greenhouse gas emissions.
- Adopted the Mariposa County Air Pollution Control District Federal 70 parts per billion ozone attainment plan.

Regional Tourism Element

- Adopted the Initial Study/Mitigated Negative Declaration and mitigation monitoring program for the Mariposa Creek Parkway Phase III and Trailhead project.

- Approved an agreement with WRT to conduct the Mariposa Creek Parkway Phase III Hillside Recreation and Resiliency project design and permitting and approved budget action receiving unanticipated revenue from a grant award ($496,800).
- Accepted Environmental Enhancement and Mitigation grant funds and approve an agreement with Sierra Foothill Conservancy in the amount of $390,000 for the Mariposa Creek Parkway Native/Plant Restoration project.
- The Board received an update on the Mariposa Creek Parkway Phase III Trailhead and Destination Park.
- Submitted application to the California Natural Resources Agency Environmental Enhancement and Mitigation grant Program to support landscape restoration in the Phase III segment of the Mariposa Creek Parkway.
- The Board adopted the Mariposa Creek Parkway Phase IV Special Plan, as discussed above.
- Approved the submittal to the Federal Emergency Management Agency's Hazard Mitigation Advanced Assistance Grant application in the amount of $750,000 to fund 60% of the design of a flood mitigation project on the Mariposa Creek Parkway Phase IV.
- Approved an application to the Local Transportation Climate Adaption program for Mariposa Creek Parkway Phase IV infrastructure improvement.
- The Board received a presentation on the status of the Mariposa Gateway Elements project and approved the submittal of an application to Cycle 2 of the Caltrans Clean California Local Grant Program to fund the Mariposa Gateway Elements.
- Approving the Merced River Trail Vision Plan. The Plan includes an extensive background, context and history chapter, which chronicles the three-year community planning process and its outcomes at each step in the vision planning process. The Plan also includes a chapter on the Plan's recommendations.

Historic and Cultural Resources Element

- Approved the submittal of the National Endowment for the Arts Our Town grant application for $150,000 to fund the historic preservation in the present tense by integrating Creative Placemaking policy and Historic Design Review Guidelines.

Safety Element

- Approved an agreement with CAL FIRE for command-and-control dispatch services from July 1, 2023, to June 30, 2026, in an amount not to exceed $3,914,038.
- Approved an agreement in an amount not to exceed $2,279,793 for extended fire protection availability (Amador) services from July 1, 2023, to June 30, 2026.
- Approved an automatic aid agreement with Tuolumne County Fire for immediately dispatched mutual aid to enhance current emergency response. The agreement allows both counties to automatically send a predetermined number of resources to assist each other in the event of pre-identified emergencies.
- Approved the submission of the 2023-2024 CCI CAL FIRE Wildfire Prevention Grant application for up to $300,000, in cooperation with Mariposa County Public Works, to treat

roadside vegetation in high and very high wildfire risk areas along county-maintained roads and conduct a roadside vegetation management education campaign.

- Approved the submittal of an application to the Caltrans Sustainable Transportation Planning Grant program for $500,000 to fund the Mariposa Town Transit and Economic Development Initiative.

Informational Document

This document, the Annual Report, does not create or alter policy; it is simply a reporting document. The content is provided for informational purposes only, and is exempt from the requirements of the California Environmental Quality Act (CEQA) per Guidelines Section 15306.

General Plan Amendments

Each year a county may amend its adopted General Plan on four separate occasions. There is no limit to the number of changes that it may adopt at any one of these times, nor is there a requirement that a county must amend its General Plan. Typically, one of the four opportunities is reserved exclusively for changes that are proposed or sponsored on behalf of the general public by the Planning Commission and/or the Board of Supervisors. At the other three times of the year, requests from private individuals may also be considered for adoption.

Recommended Actions

Following consideration and public testimony on the 2023 Annual Report on the General Plan, it is recommended that the Planning Commission take the following actions:

1. Consider any changes that should be made to the 2023 General Plan Annual Report;

2. Adopt a resolution recommending that the Board of Supervisors accept the 2023 General Plan Annual Report and direct staff to forward the final resolution for the 2023 General Plan Annual Report to the State Department of Housing and Community Development and the State Office of Planning and Research.

Attachments:

1. Housing Element Implementation Tables/Annual Progress Report

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
PLANNING COMMISSION

Resolution
No 2024-008

A resolution recommending that the Board of Supervisors accept the 2023 General Plan Annual Progress Report and approve the 2023 Schedule of General Plan Amendments.

WHEREAS, the laws of the State of California require Mariposa County to adopt and maintain a General Plan to guide the long-term development of the County, pursuant to Government Code Section 65300 et seq.; and

WHEREAS, State Government Code Section 65400(a)(2) requires that an annual report be prepared on progress in the implementation of the General Plan, and progress the County is making with regard to meeting its share of regional housing needs; and

WHEREAS, a draft 2023 General Plan Annual Progress Report was prepared in accordance with the requirements of the State law, and was made available for public review; and

WHEREAS, the draft 2023 General Plan Annual Progress Report was submitted to the Governor's Office of Planning and Research and the State Housing Community Development Department (HCD) by the April 1, 2024 deadline and the Housing Element Annual Progress Report was accepted by HCD on April 2, 2024; and

WHEREAS, a duly noticed Planning Commission public hearing on the 2023 General Plan Annual Progress Report was scheduled for the 17th day of May 2024; and

WHEREAS, at the Planning Commission meeting on the 17th day of May 2024 the Planning Commission continued the public hearing and consideration of the 2023 General Plan Annual Progress Report to the date certain Planning Commission meeting of the 7th day of June 2024; and

WHEREAS, at the Planning Commission public hearing on the 7th day of June 2024 the Planning Commission considered the 2023 General Plan Annual Progress Report, including the information provided by County Departments and in the public record; and

WHEREAS, at the Planning Commission public hearing on the 7th day of June 2024 the Planning Commission emphasized the importance of addressing local housing losses due to the Detwiler and Oak Fires, the unmet need for Yosemite National Park employee housing and for diversified housing unit types, which are not accurately reflected in the State Housing and Community Development Regional Housing Needs Assessment (RHNA) statistics.

NOW THEREFORE, BE IT RESOLVED THAT, the Planning Commission of the County of Mariposa does hereby recommend that the Board of Supervisors accept the 2023 General Plan Annual Progress Report, approve the 2024 Schedule of General Plan Amendments as shown in Exhibit A; and The Planning Commission recommends the Board find these actions are categorically exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines, Section 15306.

ON MOTION BY Commissioner McCamman, seconded by Commissioner Herman, this resolution is duly passed and adopted on the 7 th day of June 2024 by the following vote:

AYES: BAGGETT, GRAY, McCAMMAN, HERMAN, SMITH

NOES: NONE

EXCUSED: NONE

ABSTAIN: NONE

Author Baggett, Chair
Mariposa County Planning Commission

Attest:

Sophea Craighead, Secretary to the
Mariposa County Planning Commission

EXHIBIT A

Schedule of 2023 General Plan Amendments

	Applications	Application Deadline	Planning Commission Public Hearing	Board of Supervisors Public Hearing
	Review of 2022 Annual Report	n/a	June 16, 2023	To be determined
One - (private or public)	Applications submitted and completed by February 1, 2023	May 1	TBD	TBD
Two - (private or public)	Other applications submitted and completed by August 30, 2023	August 30	November 12*	December 14*
Three - (private or public)	Other applications submitted	TBD as necessary*	*	*
Four - (private or public)	Other applications submitted	TBD as necessary*	*	*

*Public hearing dates are not definite until they have been noticed and advertised.

Outlook

RE: 2023 Annual Progress Report Submittal

From Goldberg, Mackenzie@HCD <Mackenzie.Goldberg@hcd.ca.gov>
Date Tue 4/2/2024 2:10 PM
To Polina Pivak <ppivak@mariposacounty.org>
Cc Annual Progress Reports@HCD <APR@hcd.ca.gov>

You don't often get email from mackenzie.goldberg@hcd.ca.gov. Learn why this is important

Hello,

Thank you for your revised APR submission. I am confirming that Mariposa County's APR for 2023 has been completed and that no further action is necessary.

Have a great day!

Mackenzie Goldberg
HCD Representative II | Data & Innovation Unit
Housing & Community Development
2020 W. El Camino Avenue, Suite 500 | Sacramento, CA 95833

From: Polina Pivak <ppivak@mariposacounty.org>
Sent: Tuesday, April 2, 2024 1:45 PM
To: Goldberg, Mackenzie@HCD <Mackenzie.Goldberg@hcd.ca.gov>
Cc: Annual Progress Reports@HCD <APR@hcd.ca.gov>
Subject: Re: 2023 Annual Progress Report Submittal

Hello Mackenzie,

Please see the attached for the revised 2023 APR. Please let me know if there are any additional errors. Thank you!

Respectfully,

Polina Pivak

Housing and Community Development Specialist

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

Resolution
No. **Resolution to accept the 2023 General Plan Annual Report Plan and to approve the 2023 General Plan Amendments Schedule, County Project No. 2024-015.**

WHEREAS, the laws of the State of California require Mariposa County to adopt and maintain a General Plan to guide the long-term development of the County, pursuant to Government Code Section 65300 et seq.; and

WHEREAS, after six years of public workshops, policy drafts, plan revisions and final public hearings, the Board of Supervisors did adopt the Mariposa County General Plan on 18th day of December, 2006; and

WHEREAS, State Government Code Section 65400(a)(2) requires that an annual report be prepared on the progress in the implementation of the General Plan, and the progress the County is making with regard to meeting its share of regional housing needs; and

WHEREAS, a draft 2023 General Plan Annual Report was prepared in accordance with the requirements of the State law, and was made available for public review; and

WHEREAS, the draft 2023 General Plan Annual Progress Report was submitted to the Governor's Office of Planning and Research (now known as the Office of Land Use and Climate Innovation) and the State Housing Community Development Department (HCD) by the April 1, 2024 deadline and the Housing Element Annual Progress Report was approved by HCD on April 2, 2024; and

WHEREAS, a duly noticed Planning Commission public hearing on the 2023 General Plan Annual Report was scheduled for the 7th day of June, 2024; and

WHEREAS, the Planning Commission did hold a public hearing and considered the information provided by County Departments and in the public record, including the 2023 General Plan Annual Report, which also includes the 2023 Amendment Schedule; and

WHEREAS, at the Planning Commission public hearing on the 7th day of June 2024 the Planning Commission emphasized the importance of addressing local housing losses due to the Detwiler and Oak Fires, the unmet need for Yosemite National Park employee housing and for diversified housing unit types, which are not accurately reflected in the State Housing and Community Development Regional Housing Needs Assessment (RHNA) statistics; and

WHEREAS, Planning Commission adopted Resolution 2024-008, recommending that the Board of Supervisors accept the 2023 General Plan Annual Report; and direct staff to forward the final resolution for the 2023 General Plan Annual Report to the State Department of Housing and Community Development and the State Office of Planning and Research (now known as the Office of Land Use and Climate Innovation). The Planning Commission recommended the Board find these actions are categorically exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines, Section 15306.

NOW THEREFORE BE IT RESOLVED THAT the Board of Supervisors hereby adopts this Resolution accepting the 2023 General Plan Annual Report, which includes the 2023 Amendment Schedule; and directs staff to forward the final resolution for the 2023 General Plan Annual Report to the State Department of Housing and Community Development and the State Office of Planning and Research (now known as the Office of Land Use and Climate Innovation).

NOW THEREFORE BE IT FINALLY RESOLVED THAT The Board of Supervisors finds these actions to be categorically exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines, Section 15306.

ON MOTION BY Supervisor_____ seconded by Supervisor _____, this resolution is duly passed and adopted this 5th day of November, 2024 by the following vote:

AYES:

NOES:

EXCUSED:

ABSTAIN:

_____
Miles Menetrey, Chair
Mariposa County Board of Supervisors

ATTEST:

_____
Danielle Bondshu
Clerk of the Board of Supervisors

APPROVED AS TO LEGAL FORM:

_____
Steven W. Dahlem
County Counsel

EXHIBIT A

Schedule of 2023 General Plan Amendments

	Applications	Application Deadline	Planning Commission Public Hearing	Board of Supervisors Public Hearing
	Review of 2022 Annual Report	n/a	June 16, 2023	December 12, 2023
One - (private or public)	Applications submitted and completed by February 1, 2023	May 1	TBD	TBD
Two - (private or public)	Other applications submitted and completed by August 30, 2023	August 30	October 6, 2023*	November 21, 2023*
Three - (private or public)	Other applications submitted	TBD as necessary**	**	**
Four - (private or public)	Other applications submitted	TBD as necessary*	**	**

*Public hearing date GPZA 2020-096 SPR 2023-064 Yosemite Scenic Wonders, Board Resolution No. 2023-630

MARIPOSA COUNTY
NOTICE OF EXEMPTION

TO: County Clerk, County of Mariposa
P.O. Box 247
Mariposa, CA 95338

FROM: Mariposa County
Board of Supervisors
P.O. Box 784
Mariposa, CA 95338

Project Title: 2023 General Plan Annual Progress Report (County Project No. 2024-015)

Project Location: Countywide

Description of Project: 2023 General Plan Annual Progress Report (County Project No. 2024-015)

The 2023 Annual Progress Report contains a review of the General Plan policies, programs and implementation measures that were addressed during the 2023 calendar year. It also describes planning activities that are in process and remaining anticipated in 2024 through 2026 and subsequent years to achieve full consistency between General Plan policies and County development regulations.

Name of Public Agency Approving Project: Mariposa County Board of Supervisors

Name of Person/Agency Carrying Out Project: County of Mariposa

Exempt Status: Class 6 Categorical Exemption [Section 15306)]

Reasons Why Project is Exempt: The Annual Progress Report, does not create or alter policy; it is simply a reporting document. The content is provided for informational purposes only, and is exempt from the requirements of the California Environmental Quality Act (CEQA) per Guidelines Section 15306.

Lead Agency Contact Person: Steve Engfer, Planning Director

Phone Number: (209) 966-5151

_____ _____5/6/2024_____

Steve Engfer
Planning Director

Date

MARIPOSA COUNTY GENERAL PLAN ANNUAL REPORT 2023

BOARD OF SUPERVISORS PUBLIC HEARING

NOVEMBER 5TH, 2024

PURPOSE OF ANNUAL REPORT

- State Law and the Mariposa County General Plan requires a report be prepared each year on the General Plan
- The Report reviews the General Plan policies, programs and implementation measures that were addressed in 2023.
- The Annual Report does not amend the General Plan.
- The Report is one tool that the County uses to evaluate the goals and objectives in the General Plan for internal consistency.

Table 1: Mariposa County General Plan Elements

Mandatory Elements	Year Adopted	Last Comprehensive Update	Last Amendment
Land Use Element	2006	N/A	**11/2023**
Circulation, Infrastructure, and Services Element	2006	N/A	**N/A**
Housing Element	2016	8/2019	**N/A**
Conservation and Open Space Element	2006	N/A	**2015**
Noise Element	2006	N/A	**N/A**
Safety Element	2006	N/A	**10/2017**
Environmental Justice			
Optional Elements			
Agricultural Element	2006	N/A	**N/A**
Economic Development Element	2006	N/A	**N/A**
Arts and Culture Element	2006	N/A	**N/A**
Local Recreation Element	2006	N/A	**N/A**
Regional Tourism Element	2006	N/A	**N/A**
Historic and Cultural Resources Element	2006	N/A	**N/A**
Volume II-Area Plans			
Coulterville Town Planning Area Town Plan	1980	N/A	**2016**
Catheys Valley Community Plan	2012	N/A	**2020**
Fish Camp Town Planning Area Specific Plan	1983	N/A	**2019**
Wawona Town Planning Area Specific Plan	1987	2012	**2016**
Mariposa Town Planning Area Town Plan	**1992**	**N/A**	**2021**

- **The following table summarizes the elements included in Mariposa County's General Plan:**
- **There are eight required elements and optional elements can be included at the discretion of the local jurisdiction.**

AREA PLANS IN PREPARATION

Midpines Community Plan:

- Work Continued Draft Plan and completed
- Environmental Review Underway.
- Adoption expected at end of 2024

Mariposa Town Task Force 2024:

- Recruitment underway

AMENDMENTS COMPLETED IN 2023

General Plan/Zoning Amendment 2020-096:

Added Section 5.3.06 – Special Plan Land Use Classification (LUC) to the Mariposa County General Plan and amended the Yosemite West Special Planning Study Area Land Use Diagram in Volume II of the General Plan to change the LUC on APN 006-150-003 from Rural Residential to Special Plan to allow for mixed use development on the project site, including multi-family employee housing. Resolution 2023-630 adopted on November 21, 2023.

STRATEGIC IMPLEMENTATION PLAN

- In March of 2018, the Board of Supervisors adopted the **Strategic Implementation Work Plan**:
  - 5-year work plan to implement General Plan
    - Identifies specific work tasks along with a recommended priority
  - Created through a series of workshops and discussions in 2017
  - A copy of the complete table identifying all the tasks and schedule is attached to the report.

- Significant progress made through 2023 on the Development Code update/General Plan implementation project. Public review process estimated to be completed by 2025

- Preparing for the 2026 General Plan 20-year rewrite

STRATEGIC IMPLEMENTATION PLAN

- Countywide Fire Safety Strategic Plan
- Mariposa Town Plan Update
- Mariposa Creek Parkway Phase IV Plan
- Midpines Community Plan
- Zoning Ordinance Update
- Subdivision Ordinance Update
- Agriculture & Working Landscape Conservation Plan
- Terracount carbon sequestration modeling completed in 2023
- 2024 Housing Element Update required

HOUSING ELEMENT IMPLEMENTATION

- The 2019-2024 Housing Element demonstrates that the County can accommodate assigned RHNA (Regional Housing Needs Allocation). The actual creation of new housing is the responsibility of the private housing sector.

- The Housing Element identifies several new programs that are necessary to meet legislative requirements. Each Housing Element program and its implementation status are summarized in Annual Report.

- 2024 Housing Element 7th Cycle Update Required
  - Housing Programs Advisory Committee, with 3 Ad-Hoc Committees, are working with staff on the update

HOUSING UNITS:
9,832

RHNA 2024-2029:
2 LOW INCOME HOMES

HOMES LOST IN FIRE:
127 in Oak/70 in Detwilier

RHNA PROGRESS

Table B

Regional Housing Needs Allocation Progress

Permitted Units Issued by Affordability

		1		2								3	4
Income Level		**RHNA Allocation by Income Level**	**Projection Period - 01/01/2019-08/30/2019**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**				**Total Units to Date (all years)**	**Total Remaining RHNA by Income Level**
Very Low	Deed Restricted	51	-	-	-	-	13	-	-	-	-	-	13	**27**
	Non-Deed Restricted		-	-	-	-	13	-	-	-	-	-		
Low	Deed Restricted	26	-	-	1	-	18	-	-	-	-	-	18	**7**
	Non-Deed Restricted		-	-	-	-	18	-	-	-	-	-		
Moderate	Deed Restricted	37	-	-	-	-	1	-	-	-	-	-	1	**36**
	Non-Deed Restricted		-	-	-	-	1	-	-	-	-	-		
Above Moderate		81	46	17	55	12	61	53	-	-	-	-	245	-
Total RHNA		**195**												
Total Units			**46**	**17**	**56**	**12**	**61**	**53**	**-**	**-**	**-**	**-**	**245**	**113**

Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).

	5										6	7
	Extremely low-Income Need		**2019**	**2020**	**2021**	**2022**	**2023**	**2024**				**Total Units to Date**	**Total Units Remaining**
Extremely Low-Income Units*	26		-	-	-	11	-	-	-	-	-	**11**	**15**

HOUSING ELEMENT IMPLEMENTATION

- **Integrated Mobility and Housing Strategy** study adopted in Jan. 2023
  - Missouri Gulch Strategic Growth Council Award
- **Mariposa Creek Parkway Phase IV Plan** adopted in 2024
  - Fournier Bridge Award
- **Non-Residential Market Study**
  - Calls for more workforce housing
- **Short Term Rental Study** continuing into 2024
  - PC has provided BOS with a resolution and recommendations
- **Mother Lode ADU workbook** completed in Oct 2023
  - Permit Ready Master Plans for ADU's
- **Zoning and Subdivision Ordinances Update**
- 2024 Housing Element Update required

HOUSING AND VACATION RENTAL CONVERSION

- **Program 4.2** of the 2019-2014 Housing Element requires the County to periodically evaluate the conversion of housing units to vacation rentals.
- At the end of 2023, the County had **874** active Short-Term Rentals (STRs) with **42** applications pending and **47** bed and breakfasts.
- Anecdotal information suggests the lack of available housing has resulted in the following **economic development and rural character impacts**:
  - Hours for local businesses are limited, due to limited available employees.
  - Developer willingness to make investments to existing businesses is limited, due to lack of available housing for needed employees.
  - There is a need for new job-generating developments and existing businesses to address availability of housing as part of their projects. Businesses need employees to be successful and employees need locally available housing.
  - Higher level positions at Yosemite National Park are increasingly difficult to fill or are unfilled because there isn't available housing.
  - Character of some residential neighborhoods is being impacted by vacation rental occupants.

- The County led comprehensive study in 2023 to evaluate the STR industry which consisted of an extensive public engagement process and economic analysis. **Key findings include:**
  - An economic literature study finding that an increase in STRs in a community affect the **affordability** of rental and for-sale housing
  - An induced workforce housing demand finding noted that for every two (**2**) permitted STRs, **1.3 new workforce housing units** are needed

2014	2024
432 Vacation Rentals	**916** Vacation Rentals

HOUSING AND VACATION RENTAL CONVERSION

- **The Planning Commission formed an Ad-Hoc to review the STR Study and provide recommendations to the BOS**

- **Those recommendation, along with Staff and Study recommendations, were presented to the BOS in March**

- **The BOS did not take full action at that time, noting that they wanted to assess how Yosemite National Park's peak hour reservation system would affect the STR industry.**

HOUSING AND VACATION RENTAL CONVERSION

YEAR	NUMBER OF NEW VACATION RENTAL FACILITIES	NUMBER OF NEW DWELLING PERMITS	DIFFERENCE NEW PERMITS VS NEW VACATION RENTAL (negative number represents a net loss of available housing units)	NUMBER OF CERTIFICATES OF OCCUPANCY
2014	35	49	**14**	
2015	66	54	**-12**	
2016	74	47	**-27**	**47**
2017	64	37	**-27**	**37**
2018	72	56	**-16**	**48**
2019	71	63	**-8**	**60**
2020	39	56	**17**	**29**
2021	35	44	**12**	**45**
2022	71	61	**-10**	**39**
2023	77	55	**-22**	**59**

Table on Page 15 of 2023 Mariposa County General Plan Annual Progress Report

HOUSING AND VACATION RENTAL CONVERSION

- Of the 77 new Vacation Rentals (VRs), 47 were conversions of existing dwellings that never had a TOT certificate before (**61%**).

- Approx. **45% of the conversions** were in **District 1** and **26%** were in District 5

- **60%** of the conversions are owned by people residing outside of Mariposa County.

District	SFR to VR Conversions	%
District 1	21	44.6
District 2	2	4.2
District 3	3	6.3
District 4	9	19.1
District 5	12	25.5
Total	47	100

Billing Address	# of TOT Certificates	%
In Mariposa Co.	19	40.4
Outside of Mariposa Co.	28	59.5
Total	47	100

OTHER IMPLEMENTATION ACTIVITIES

Agriculture Element

- Received presentation on the Mariposa County **TerraCount Tool Project**.
  - Utilized to generate carbon stocks data for future general plan updates.
  - Associated with the Sustainable Agriculture and Lands Conservation (SALC) program, an effort to create an Agriculture and Working Landscape Conservation Plan.

- **The Agriculture and Working Landscape Conservation Plan** project advanced in 2023 with community engagement and draft plan generated. Expected completion in 2024

Conservation and Open Space Element

- Accepted the **Urban Greening grant** funds ($911,850).
  - Provides funding to reduce greenhouse gas emissions.
- Adopted the Mariposa County Air Pollution Control District Federal 70 parts per billion ozone attainment plan.

Historic and Cultural Resources Element

- Approved submittal of the **National Endowment for the Arts Our Town Grant** ($75,000) to integrate Creative Placemaking Policy and Historic Design Review Guidelines.

Safety Element

- Approved agreement with CALFIRE for command-and-control dispatch services from July 1, 2023, to June 30, 2026, not to exceed $3,914,038.
- Approved agreement not to exceed $2,279,793 for extended fire protection services (Amador) from July 1, 2023, to June 30, 2026.
- Approved automatic aid agreement with Tuolumne County Fire for immediately dispatched mutual aid to enhance current emergency response
- Approved submission of 2023-2024 CCI CALFIRE Wildfire Prevention Grant application (up to $300,000) to treat roadside vegetation in high wildfire risk areas along county-maintained roads and conduct a roadside vegetation management education campaign.
- Approved application to Caltrans Sustainable Transportation Planning Grant program ($500,000) to fund the Mariposa Town Transit and Economic Development Initiative.

OTHER IMPLEMENTATION ACTIVITIES

Regional Tourism Element

- Adopted Initial Study/Mitigated Negative Declaration **MCP Phase III and Trailhead project.**
  - Received update on the Mariposa Creek Parkway Phase III Trailhead and Destination Park.
- Approved agreement with WRT to conduct the **Mariposa Creek Parkway Phase III Hillside Recreation and Resiliency project design** and permitting, receiving unanticipated revenue from a grant award ($496,800).
- Accepted Environmental Enhancement and Mitigation grant funds and approve an agreement with Sierra Foothill Conservancy ($390,000) for the **Mariposa Creek Parkway Native/Plant Restoration project.**
  - Submitted application to the California Natural Resources Agency Environmental Enhancement and Mitigation grant program to support landscape restoration in Phase III of the Mariposa Creek Parkway.
- Adopted the **Mariposa Creek Parkway Phase IV Special Plan**.
- Approved submittal to the FEMA's Hazard Mitigation Advanced Assistance Grant application ($750,000) to fund 60% of the design of a flood mitigation project on the Mariposa Creek Parkway Phase IV.
- Approved application to the Local Transportation Climate Adaption program for Mariposa Creek Parkway Phase IV infrastructure improvement.
- Received presentation on the status of the **Mariposa Gateway Elements project** and approved the submittal of an application to Cycle 2 of the Caltrans Clean California Local Grant Program to fund the Mariposa Gateway Elements.
- Approved the **Merced River Trail Vision Plan**.
- Adopted the **Hotel and Conference Center Feasibility Study (2024)**

PUBLIC COMMENTS RECEIVED

- None Received Prior to the Preparation of the Meeting Packet

2023 GENERAL PLAN ANNUAL REPORT

Annual Report, does not create or alter policy; it is simply a reporting document. The content is provided for informational purposes only and is exempt from the requirements of the California Environmental Quality Act (CEQA) per Guidelines Section 15306.

2023 GENERAL PLAN ANNUAL REPORT

Recommended Actions

•Following consideration and public testimony on the General Plan Annual Progress Report for Calendar Year 2023, it is recommended that the Board of Supervisors take the following actions:

•Consider Planning Commission recommendations and any changes that should be made to the General Plan Annual Progress Report for Calendar Year 2023;

•Adopt a Resolution to:

•Accept the General Plan Annual Progress Report for Calendar Year 2023,

•Direct that the final resolution of the General Plan Annual Update Report be provided at the earliest opportunity to the Office of Planning and Research and the Department of Housing and Community Development,

•Find these actions are exempt from CEQA pursuant to CEQA Guidelines Section 15306.

THANK YOU

QUESTIONS?

Attachment 3: Monitoring and Annual Reporting Checklist

Note: Items in red text are time-fixed and must be initiated in the identified fiscal year to comply with state or federal requirements.

Proposed Task #	Task Title/Description	Lead Department	Project Location	GP Impl. Programs	Funding Source	Project Cost (Budget)	Status (e.g., RFP issued, In Progress, Completed)	Date Work Initiated	Percentage Complete	Anticipated Date of Completion	Status Notes
Year 0 Tasks: Early-Phase FY 2017-2018 Tasks and Ongoing Activities											
0.1	**MEMORANDUM OF UNDERSTANDING FOR EL PORTAL TOWN PLAN** - Secure Memorandum of Understanding (MOU) with National Park Service to collaboratively initiate the El Portal Town Plan in fiscal year 2018-19. - Build MOU on collaboration models established through preparation of the Merced River Plan. - Agreement to include commitment to strategy to accommodate increased numbers of employees and housing units to be relocated outside of Yosemite National Park.	Planning	El Portal	5-1A(1)							
0.2	**ONGOING TOURISM MARKETING AND ADVERTISING** - Continue to use the Mariposa County brand to increase the length of visitor stays, expand the tourist season into shoulder seasons, and incorporate special targeted activities for cultural tourism and agri-nature tourism.	Tourism Bureau, Chamber of Commerce	Countywide	13-5A(1)							
0.3	**GRANT APPLICATIONS AND ADMINISTRATION** - Continue to seek options for preservation, protection, or rehabilitation of historic resources through the use of federal and state grants and tax incentives. - Place particular emphasis on availability of SB 1, SB 2, and FEMA grant funding. - Form partnerships to seek grant funding to advance goals shared bewteen agencies, including infrastructure grants to support housing development in appropriate areas. - Continually work with the Collaborative Planning Dialogue (see Task 4.4) to secure partnerships and share grants administration responsibilities.	Board of Supervisors, Administration	Countywide	6-3B(1), 14-3A(1)							
Year 1 Tasks: Begin FY 2018–2019											
1.1	**COUNTYWIDE FIRE SAFETY STRATEGIC PLAN** -Seek FEMA disaster mitigation funding to complete a strategic plan for fire safety incorporating the Standards of Cover for the Mariposa County Fire Department identifying current and future fire service areas and standards. - Identify long-term capital improvements, rolling stock, equipment and supplies, and other major purchase items needed to maintain and improve fire safety. - Identify thresholds and capital facility needs for each of the existing and future service areas. - Revise and update the Standards of Cover and service area maps. - Consolidate local Community Wildfire Protection Plans (CWPPs) into a Countywide CWPP. - Identify land use, zoning, density, property maintenance and other standards that would improve fire safety.	County Fire, Fire Safe Council	Countywide	16-3A(1), 16-3A(2), 16-3A(3), 16-3A(4)							
1.2	**MARIPOSA TOWN PLAN UPDATE** -Update the Mariposa Town Plan to include the identified expansion area and to provide General Plan-level land use policy guidance and recommend amended development regulations to be added to the Zoning Ordinance (Subtitle 17.300). - Incorporate provisions that expand locations for industrial uses near Mariposa Airport, and provide sufficient capacity to allow for potential expansion of office locations. - Ensure that the community plan defines "rural character" as it applies to the planning area and defines thresholds for uses deemed complementary to rural character. - Ensure that the community plan includes land area to accommodate local rural home industries that outgrow their home-based location. - Require water and sewer disposal to be provided from a centrally coordinated and managed system. - Expand locations for higher-density housing. - Ensure the plan addresses Housing Element objectives and policies and housing program administration. - Establish and annotate annexation process to add lands to utility service territories (e.g., SOI expansion, LAFCO process, service extensions, financial agreements). - Incorporate provisions of the Multimodal Transportation Feasibility Study being conducted by Mariposa County LTC.	Planning	Mariposa	5-1A(1), 5-1A(3), 5-2A(4), 5-4A(3)							
1.3	**EL PORTAL TOWN PLAN** ***[Note: In collaboration with National Park Service and Aramark and subject to negotiations on a Memorandum of Understanding with the National Park Service]*** - Area plan will provide General Plan-level land use policy guidance and may recommend customized development regulations to be added to the Zoning Ordinance. - Plan to be prepared in collaboration with National Park Service and Aramark. - Incorporate provisions that identify suitable locations to accommodate additional workforce housing uses necessary to support Yosemite National Park and sufficient capacity to allow for potential expansion of office locations. - Ensure that the plan addresses and is consistent with the Merced Wild and Scenic River Comprehensive Management Plan and EIS. - Ensure that the plan defines "rural character" as it applies to the planning area and defines thresholds for uses deemed complementary to rural character. - Ensure that the plan includes land area to accommodate local rural home industries that outgrow their home-based location. - Ensure the plan addresses Housing Element objectives and policies and housing program administration. - Address potential National Park Service approval/action. - Address potential need for National Environmental Policy Act (NEPA) action.	Planning	El Portal	5-1A(1), 5-1A(3), 5-4A(3)							
1.4	**COMPLETE MIDPINES COMMUNITY PLAN** - Continue staff work to facilitate community group meetings and prepare plan documentation in order to complete the Midpines Community Plan within one year. - Midpines Community Plan will provide General Plan-level land use policy guidance and may recommend customized development regulations to be added to the Zoning Ordinance. - Ensure that the community plan defines "rural character" as it applies to the planning area and defines thresholds for uses deemed complementary to rural character.	Planning	Midpines	5-1A(1), 5-1A(3)							

Proposed Task #	Task Title/Description	Lead Department	Project Location	GP Impl. Programs	Funding Source	Project Cost (Budget)	Status (e.g., RFP issued, In Progress, Completed)	Date Work Initiated	Percentage Complete	Anticipated Date of Completion	Status Notes
1.5	**ZONING ORDINANCE UPDATE - PART 1** - Part 1 of 3, including items that do not require completion of updated area plans. Some items below are not necessarily code updates (i.e., some may be established as department policy/procedure). - Implement zoning provisions established in adopted Catheys Valley Community Plan, Fish Camp Town Plan, Coulterville Town Plan, and Wawona Town Plan. - Identify alternative strategies for providing flexibility in application processing and maximizing densities, where appropriate. - Develop siting and development standards for recreation and resort uses. - Establish performance-based zoning standards for commercial and industrial districts. - Establish standards to protect visual character and define "viewshed", including a cell tower compliance strategy. - Establish lighting standards consistent with recommendations from the International Dark Sky Association. - Establish standards for special event/wedding venues. - Establish standards for "close-to-services" development. - Establish provisions to accommodate home-based businesses consistent with each land use designation, and update agritourism ordinance and determine appropriateness of home-based businesses outdoors on Williamson Act parcels. - Establish siting and development criteria for public facilities and sites. - Maintain maximum allowable residential density for all lands outside of community/area plans as one dwelling unit per 5 acres (plus one accessory dwelling unit on each parcel). - Update the extent and provisions of the Timber Reserve zoning district to limit development in areas of identified potential timber resources. - Establish that no discretionary project will be approved if traffic generated by the proposed project would exceed capacity of the road systems providing access from the nearest county major collector or state highway unless mitigation is required. - Address state-mandated zoning requirements for affordable housing.- Establish provisions for review and approval of projects within the Mariposa Airport Land Use Planning Area (review the provisions of the Airport Overlay Zone). - Establish that no project wil be approved unless shown to have access to an approved source for wastewater treatment and disposal and a potable water supply. - Clearly define uses compatible with agriculture and accommodate agritourism uses through changes to Agriculture and other zone districts. - Reevaluate permitted use tables in commercial and industrial districts to identify additional uses to be allowed by right (i.e., fewer CUPs) - Establish procedure that allows County staff to address uses not currently listed. - Establish procedure that allows County staff some minor deviations from development standards, as appropriate. - Implement requirements for minimum building and grading setback lines from waters of the State that are adequate to protect stream, riparian, and wetland resource values. - Consider need for a noise ordinance to define noise standards for the County. - Require preparation of acoustical analyses for certain proposed nonresidential uses as described in Implementation Measure 15-2B(1). - Require appropriate noise reduction measures for outdoor public events, as described in Implementation Measure 15-2B(3). - Establish appropriate standards for discretionary development projects wishing to provide alternative, on-site fire protection services. - Establish a dam inundation overlay district. -Require a hydrologic evaluation for development projects located within floodplains and drainage channels to ensure potential flood hazard is minimized. - Require development projects to provide at least one means of vehicular access not crossing a flood hazard area, or be constructed above the maximum flood elevation. - Require flood and drainage channels to be designed into landscaping plans.	Planning	Countywide	5-4C(1), 5-4C(2), 5-2A(2), 5-4B(2), 5-7A(1), 5-12A(1), 9-1D(1), 9-4A(1), 9-5A(1), 10-1C(1), 10-5A(1), 11-2D(1), 15-1A(1), 15-2B(1), 15-2B(3), 16-1A(1), 16-4C(1), 16-5A(1), 16-5B(1), 16-6A(1)							
1.6	**SUBDIVISION ORDINANCE UPDATE** - Complete a comprehensive update to the County's subdivision regulations including the following provisions: - Establish mechanism/procedure for minimum density subdivisions in lieu of minimum parcel size subdivisions. - Require new subdivisions to demonstrate adequate roadway capacity to serve the project prior to approval. - Require new subdivisions to provide mandatory contributions for maintenance of any roads that are not within the County-maintained road system. - Modify lot adjustment procedures/provisions as described in Implementation Measures 5-9A(2) re: minimum parcel size and 10-2A(2) re: Williamson Act parcels. - Require that infrastructure for new subdivisions meet requirements for ready-to-build parcels. - Establish that no subdivision will be approved if traffic generated by the proposed project would exceed capacity of the road systems providing access from the nearest county major collector or state highway unless mitigation is required. - Establish that no subdivision will be approved unless shown to have access to an approved source for wastewater treatment and disposal and a potable water supply. - Develop subdivision design standards for placement of structures on ridgelines. - Establish provisions for site development and clustering in new subdivisions to conserve designated scenic routes. - Encourage maximized solar access where feasible and consistent with maintenance of scenic values in new subdivision designs. - Establish appropriate standards for new subdivisions proposing to provide alternative, on-site fire protection services. - Amend, if necessary, the County Subdivision Ordinance to ensure formal review of subdivisions by the fire agencies. - Require a hydrologic evaluation for proposed subdivisions located within floodplains and drainage channels to ensure potential flood hazard is minimized. - Require subdivision parcel and final maps and building permit site plans to provide for on-site detention for normal stormwater flows in excess of the capacity of natural drainage courses receiving runoff from the development. - Require subdivision parcels to provide at least one means of vehicular access not crossing a flood hazard area, or be constructed above the maximum flood elevation. - Amend, if necessary, to correspond with zoning regulations to provide for additional density.	Planning	Countywide	5-3A(3), 5-3B(1), 5-9A(2), 5-10A(1), 9-1D(1), 9-5A(1), 10-2A(2), 11-1A(2), 11-1A(3), 11-1C(3), 11-2D(2), 16-1A(1), 16-1C(1), 16-5A(1), 16-5A(2), 16-5B(1)							

Proposed Task #	Task Title/Description	Lead Department	Project Location	GP Impl. Programs	Funding Source	Project Cost (Budget)	Status (e.g., RFP issued, In Progress, Completed)	Date Work Initiated	Percentage Complete	Anticipated Date of Completion	Status Notes
Year 2 Tasks: Begin FY 2019–2020											
2.1	**LOCAL HAZARD MITIGATION PLAN UPDATE** - Complete required update to 2015 LHMP, including climate change vulnerability assessment. - Adopt updated 2020–2025 LHMP in 2020.	Planning, Sheriff	Countywide								
2.2	**GENERAL PLAN TECHNICAL UPDATE (SAFETY, HOUSING, EJ ELEMENTS + CLIMATE CHANGE)** - Amend Safety Element to incorporate vulnerability assessment outcomes and include climate adaptation goals, policies, actions. - Prepare the County's 2020-2025 Housing Element update. - If updates to Safety and Housing occur together, this triggers EJ element requirement. - Address any realignment in policy necessary to correspond with zoning or subdivision regulation updates.	Planning	Countywide								
2.3	**AREA PLANS - GROUP 1** - Group 1 communities represent the most likely locations for expanded commercial, office, industrial, and mixed-use areas within the county, as well as locations that may be suitable for expanding housing options. - Ensure that each area plan defines "rural character" as it applies to each planning area and defines thresholds for uses deemed complementary to rural character. - Ensure that each area plan includes land area to accommodate local rural home industries that outgrow their home-based location. - This task includes the following area plans: Bear Valley Community Plan, Bootjack Community Plan, Buck Meadows Special Plan, Coulterville Town Plan Update, Greeley Hill Community Plan, Mount Bullion Town Plan, Yosemite West Special Plan. - Additionally, this task includes focused updates to the Fish Camp Town Plan (Specific Plan) to expand workforce housing options consistent with Housing Element objectives and policies and housing program administration.	Planning	Community Plan Areas Countywide	5-1A(1), 5-1A(3), 5-4A(3)							
2.4	**ENVIRONMENTAL CONSERVATION PROGRAM** - Establish a Mariposa County Environmental Conservation Program comprising development standards and ongoing programs to conserve, protect, and mitigate impacts to the following resources. <u>AGRICULTURAL RESOURCES</u> - Maintain a program for agricultural invasive species eradication. <u>BIOLOGICAL RESOURCES</u> - Identify and develop mitigation programs for significant and sensitive habitat areas, including wildlife migration corridors, breeding and nesting areas (as seasonally appropriate), and riparian habitat around bodies of water and along watercourses and seasonal drainages. - Identify and develop mitigation programs for known occurrences of special-status animal and plant species, including appropriate development buffers. - Minimize removal of native trees and groves of trees. - Establish guidelines for biological resource surveys as part of environmental review, as described in Implementation Measure 11-4A(6). - Record data collected from biological resources surveys to create a comprehensive map of vegetation communities with associated habitats for sensitive wildlife species. - Require site surveys in compliance with federal and state regulations as part of environmental review to determine the presence or absence of sensitive biological resources. <u>MINERAL RESOURCES</u> - Establish standards for the exploration, development, and reclamation activities associated with mineral resource projects. <u>WATER RESOURCES</u> - Coordinate with MPUD to promote appropriate reuse of treated wastewater. - Coordinate with domestic water system operators and public water purveyors in implementing programs to eliminate water loss due to leakage. - Designate watershed areas of surface water systems where such systems and their proposed watershed areas serve or are capable of serving as a potable water source. - Review development designs to ensure compliance with federal and state water quality regulations and to ensure that the project does not discharge contaminated water.	Planning	Countywide	10-3A(2), 11-2A(2), 11-2A(3), 11-2B(1), 11-2C(2), 11-3A(2), 11-4A(1), 11-4A(2), 11-4A(3), 11-4A(5), 11-4A(6), 11-4A(7)						
2.5	**HISTORIC RESOURCES PROGRAM** - Update the County's Historic Design Review Overlay Ordinance and establish a countywide historic resources program. - Reorganize the Historic Sites and Records Preservation Committee to meet the requirements for a local Historic Preservation Commission recognized by the US Department of the Interior. - Designate the Planning Director as the County's Cultural Resources Coordinator/Historic Preservation Officer. - Complete the ongoing County historic sites inventory. - Identify new or expanded historic districts for nomination to the California Register of Historical Resources or the National Register of Historic Places. This may include, but not be limited to, cemeteries.	Planning	Countywide	14-1A(1), 14-1A(2), 14-2A(1), 14-2A(2), 14-5A(1)						
2.6	**ROADWAY DEVELOPMENT FEE PROGRAM** - Prepare and implement a program to evaluate development impact fees needed to adequately service new growth. - Such local funding would ensure that improvements are accomplished in the needed time frame and would substantially benefit economic development within the County.	Public Works	Countywide	9-1A(2)							

Proposed Task #	Task Title/Description	Lead Department	Project Location	GP Impl. Programs	Funding Source	Project Cost (Budget)	Status (e.g., RFP issued, In Progress, Completed)	Date Work Initiated	Percentage Complete	Anticipated Date of Completion	Status Notes
Year 3 Tasks: Begin FY 2020–2021											
3.1	**GREENHOUSE GAS REDUCTION PROGRAM** - Prepare a GHG emissions reduction program consistent with State CEQA Guidelines Section 15183.5. - Option to combine ND/MND with General Plan technical update. - The GHG emissions reduction program should include all of the following components. - Quantify GHG emissions, both existing (2017 or 2018 update to existing Sierra Business Council inventory) and projected over a specific time period (2030, 2050), resulting from activities within the county. - Establish a level, based on substantive evidence, below which the contribution of emissions from activities covered by the plan would not be cumulatively considerable (in 2030, 2050). - Identify and analyze the emissions resulting from specific actions or categories of actions anticipated within the county. - Specify measures or a group of measures, including performance standards that substantial evidence demonstrates, if implemented on a project-by-project basis, would collectively achieve the specified emissions level (in 2030, 2050). - Establish a mechanism to monitor the plan's progress toward achieving the level and to require amendment if the plan is not achieving specified levels. - Consider both the impacts and benefits of forests and agriculture. - Be adopted through a public process following environmental review.	Planning	Countywide								
3.2	**AREA PLANS - GROUP 2** - Area plans provide General Plan-level land use policy guidance and may recommend customized development regulations to be added to the Zoning Ordinance. - Ensure that each area plan defines "rural character" as it applies to each planning area and defines thresholds for uses deemed complementary to rural character. - Ensure that each area plan includes land area to accommodate local rural home industries that outgrow their home-based location. - This task includes the following area plans: Don Pedro Town Plan, Foresta Special Plan, Hornitos Community Plan. - Additionally, this task includes focused updates to the Fish Camp Town Plan (Specific Plan) to address nonresidential uses that complement the focused updates to these plans completed in Task 2.3. - Catheys Valley Community Plan was adopted in 2012 and no update is proposed. - Wawona Town Plan (Specific Plan) was last updated in 2012 and no update is proposed.	Planning	Community Plan Areas Countywide	5-1A(1), 5-1A(3), 5-4A(3)							
Year 4 Tasks: Begin FY 2021–2022											
4.1	**ZONING ORDINANCE UPDATE - PART 2** - Part 2 of 3, consisting of items directed by Mariposa Town Plan, El Portal Town Plan, Midpines Community Plan, and Group 1 area plans.	Planning	Community Plan Areas Countywide	5-4B(1), 14-4A(2)							
4.2	**UPDATE PUBLIC WORKS STANDARDS AND TRAFFIC IMPACT ASSESSMENT GUIDELINES** - Prepare a comprehensive update to the County's Public Works Standards and Traffic Impact Assessment Guidelines to include the following provisions, in addition to provisions that may be recommended in area plans: - Establish LOS D as minimum acceptable operation standard for a public roadway. - Establish that the density of land for development purposes be based on the capacity of a road divided by the average daily traffic of the permitted uses. - Establish that the capacity of a county road must be assessed when proposed development would increase utilization of the road by more than 25%. - Update County Roads Standards as described in Implementation Program 9-1E(1).	Public Works	Countywide	9-1A(1), 9-1C(1), 9-1C(2), 9-1E(1)							
4.3	**EMERGENCY SERVICES PLAN** - Prepare and implement an emergency services plan.	Sheriff, Fire Department	Countywide	9-9A(1), 9-9A(2)							
4.4	**COLLABORATIVE PLANNING DIALOGUE** - Initiate discussions with representatives from public agencies, school district administration, and private utilities to establish a formal collaborative cooperation and planning process. - Establish school facility mitigation and funding mechanisms with school district administration as described in Implementation Measure 9-7A(3). - Coordinate with school district to enhance technical and vocational training programs related to Mariposa County's largest industries (tourism, hospitality, etc.). - Coordinate with school district to learn of school capital facility proposals that may benefit from County participation or partnership. - Participate in conservation management planning with federal and state and other public and private agencies. - When other agencies propose to develop park or recreation facilities, the County should participate when a local recreation need can also be served. - Explore with federal land management agencies issues of mutual concern regarding the effects of agency and County policies on their respective users and resources. - Coordinate with federal and state agencies to maintain and increase multiple use on public land to increase regional tourism opportunities and to develop trailhead facilities and other access points to public lands. - Continue to work with Cal Fire and the Mariposa County Fire Safe Council or other appropriate agency or group to educate residents and coordinate citizen efforts in fire prevention.	Board of Supervisors, Planning	Countywide	5-8A(1), 9-7A(2), 9-7A(3), 9-8A(1), 10-1B(2), 11-1B(1), 12-4A(1), 12-4A(2), 12-4A(3), 13-1A(1), 13-1B(1), 13-3A(1), 16-2A(1), 16-2B(1)							
4.5	**AGRICULTURAL BEST-PRACTICES PROGRAM** - Prepare a manual or similar document identifying successful agricultural practices used in the County. - Develop and implement a program describing funding sources for agricultural technical and economic assistance. - Include support for identifying a market for heritage crop varieties.	Ag Commissioner, Planning	Countywide	10-3A(1), 10-3B(1), 10-4A(1)							

Proposed Task #	Task Title/Description	Lead Department	Project Location	GP Impl. Programs	Funding Source	Project Cost (Budget)	Status (e.g., RFP issued, In Progress, Completed)	Date Work Initiated	Percentage Complete	Anticipated Date of Completion	Status Notes
Year 5 Tasks: Begin FY 2022–2023											
5.1	**ZONING ORDINANCE UPDATE - PART 3** - Part 3 of 3, consisting of items directed by Group 2 area plans.	Planning	Community Plan Areas Countywide	N/A							
5.2	**COMMUNITY ARTS PROGRAMS** - Prepare an ordinance addressing the review process, standards, and guidelines for public displays of art in County facilities. - Establish a formal community arts program and support the Mariposa County Arts Council in advising the Board of Supervisors on the arts. - Establish an annual county calendar of community art events and standards for marketing and branding art within Mariposa County.	Board of Supervisors, Planning	Countywide	7-1A(1), 7-2A(1), 7-2B(1), 7-2D(1)							
5.3	**PREPARE PARKS AND RECREATION PLAN** - Prepare a comprehensive Parks and Recreation Plan for County facilties to include the following, in addition to recommendations from community/area plans: - Establish performance standards for maintenance of parks and recreation facilities preventing premature deterioration. - Implement youth programs for both "after school" and times of the year when school is not in session. - Identify a broad range of recreation opportunities and facilities needed to serve the county's diverse population. - Identify short-, intermediate-, and long-term revenue sources for parks and recreation.	Public Works	Countywide	12-1B(1), 12-1B(2), 12-3A(1), 12-3A(2), 12-5A(1)							
5.4	**CREATE/UPDATE COUNTYWIDE DESIGN GUIDELINES AND STANDARDS, AND A SCENIC VIEWS PLAN** - Prepare countywide design guidelines and standards addressing the following provisions, in addition to provisions which may be recommended in community/area plans. - Establish guidelines to ensure development complementary to rural character. - Prepare a scenic views plan for preservation of visual quality along highways in the county. The plan should identify resources, views, and programs while protecting the rights of private property owners. - Prepare landscaping guidelines for the use of site-appropriate native plant species. - Prepare and adopt historic design review guidelines for use in historic districts, to complement the historic design review standards. - Prepare site design guidelines for new development projects in or near a seismic risk area (fault zone) or geologic hazard area to minimize or eliminate such risk.	Planning	Countywide	11-1A(1), 11-1A(4), 11-4A(4), 14-4A(1), 16-8A(1)							
Beyond Year 5 Tasks: Begin after FY 2023											
B.1	**GENERAL PLAN TECHNICAL UPDATE (REMAINING ELEMENTS)** - Complete remaining technical updates to the following General Plan Elements: Administration, Land Use, Economic Development, Arts and Culture, Circulation-Infrastructure-Services, Agriculture, Conservation and Open Space, Local Recreation, Regional Tourism, Historic and Cultural Resources, Noise. - Option to combine program EIR with RTP update.	Planning	Countywide								
B.2	**REGIONAL TRANSPORTATION PLAN UPDATE** - Prepare a 5-year update to the County's Regional Transportation Plan. - Update the County Transportation Plan concurrently with the RTP update. - Option to combine program EIR with General Plan Technical update.	Public Works, MCLTC	Countywide	9-2A(3)							
B.3	**UPDATE BUILDING, GRADING, AND OTHER COUNTY CODES** - Complete the following updates to other County codes to implement the General Plan, in addition to updates that may be recommended in community/area plans. Note that some updates may occur during earlier tasks based on completion of related work items. - Require that building materials have a low reflective index. - Establish water conservation standards consistent with state guidelines, as described in Implementation Program 11-2A(1). - Amend the County Grading Ordinance provisions for erosion control on all development projects, and review and update other portions of the Grading Ordinance to correspond to current state law and best practices. - Amend the County Grading Ordinance to require ponds and facilities for retaining water to be designed to prevent downstream flooding. - Amend Building Code to require means of controlling noise at its source as opposed to imposing mitigation as the means of offsetting noise impacts and to implement standards that will reduce vibration from construction activities to a level that is less than perceptible at adjacent property lines. - Enact amendments to the Mariposa County Code to implement fire safe standards as described in Implementation Measure 16-1B(1). - Adopt a comprehensive County Flood Protection Ordinance that includes requirements identified in Implementation Measures 16-4A(1) and 16-4B(1).	Building, Planning	Countywide	11-1D(1), 11-2A(1), 11-5A(1), 11-5A(2), 15-1(A), 15-1A(2), 15-2A(1), 16-1B(1), 16-4A(1), 16-4B(1), 16-5C(1)							