MARIPOSA COUNTY

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

MARSHALL LONG, CHAIR	**DISTRICT III**
ROSEMARIE SMALLCOMBE, VICE-CHAIR	**DISTRICT I**
TOM SWEENEY	**DISTRICT II**
WAYNE FORSYTHE	**DISTRICT IV**
MILES MENETREY	**DISTRICT V**

ACTION SUMMARY MINUTES

January 26, 2021

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

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:00 AM
Tom Sweeney	District II Supervisors	Present	9:00 AM
Marshall Long	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 Long led the Pledge and requested a moment of silence for people affected by COVID- 19 and the Mono Wind Event.

C. Introductions

None.

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

No public comment. Direction was given for CA5. Supervisor Forsythe extended thanks to staff for CA5. Supervisors Menetrey and Smallcombe extended thanks to volunteers in CA9, CA10 and CA23. Supervisor Forsythe extended thanks for CA16. Walter Wall/District Attorney offered a correction on CA17. Joe Lynch/Health and Human Services Agency Assistant Director advised of an error in the staff reports of CA18 and CA19. Supervisor Smallcombe highlighted CA21.

CORRECTIONS:

CA17: Amount of agreement is $2,025 not $1,575.

CA18 and CA19: Financial impact should note the year 2021, not year 2012.

DIRECTION:

CA5: Add language to oppose SB55.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Miles Menetrey, District V Supervisor

SECONDER: Tom Sweeney, District II Supervisors

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

CA1. **Health and Human Services RES-2021-32**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services RES-2021-33**

Resolution Continuing the Public Health Local Emergency Due to the COVID-19 Pandemic

CA3. **Sheriff's Office RES-2021-34**

Resolution Continuing the Local Emergency Due to the COVID-19 Global Pandemic

CA4. **Administration RES-2021-35**

Approve an Amendment to the Agreement with W. Brown Creative Partners for Interim HR Director Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA5. **Administration RES-2021-36**

Approve the County's 2021 Legislative Platform

CA6. **Administration RES-2021-37**

Approve an Application for Regional Early Action Planning (REAP) Grant Program Funds; Authorize the Board of Supervisors Chair to Sign the Application; and Authorize the Board of Supervisors Chair to Sign the Agreement/Acceptance Documents, If Awarded (Subject to Approval as to Form by County Counsel)

CA7. **Administration RES-2021-38**

Approve an Application for Local Early Action Planning (LEAP) Grant Program Funds; Authorize the Board of Supervisors Chair to Sign the Application; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement/Acceptance Documents, If Awarded (Subject to Approval as to Form by County Counsel)

CA8. **Auditor (ID # 11355)**

Receive Quarterly Audit Reports for Treasury Funds for the Second Quarter of Fiscal Year 2020-21 (November 2020)

CA9. **Building 2021-7**

Appoint Daniel Weiland to the Building Department Advisory and Appeals Board Representing District V with a Term Expiring on January 6, 2025

CA10. **Building 2021-8**

Appoint Mark Becker to the Building Department Advisory and Appeals Board Representing District II with a Term Expiring on January 6, 2025

CA11. **Clerk of the Board of Supervisors 2021-9**

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered Into, Received and Processed in December of 2020

CA12. **Clerk of the Board of Supervisors 2021-10**

Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in December of 2020

CA13. **Board of Supervisors**

Approve the Minutes of Tuesday, January 5, 2021

CA14. **Board of Supervisors**

Approve the Minutes of Tuesday, January 12, 2021

15. Item Pulled for further discussion to end of Regular Agenda

CA16. **Clerk of the Board of Supervisors 2021-11**

Amend the Board Member Contact Area List to Include Mariposa County Unified School District; and Appoint Rosemarie Smallcombe and Wayne Forsythe as Its Board Representatives

CA17. **District Attorney/Victim Witness RES-2021-39**

Approve an Agreement with Karpel Computer Systems, Inc. DBA: Karpel Solutions to Provide a Full Featured Case Management System, Defender by Karpel, for the Local Indigent Defense; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA18. **HHS/Behavioral Health & Recovery Services RES-2021-40**

Ratify Health and Human Services Agency (HHSA) Director and Health Officer's Action to Implement Dispensing of COVID-19 Vaccine and Approve Memorandum of Agreement (MOA) with Yosemite National Park Services

CA19. **HHS/Behavioral Health & Recovery Services RES-2021-41**

Ratify Health and Human Services Agency (HHSA) Director and Health Officer's Action to Implement Dispensing of COVID-19 Vaccine and Approve Memorandum of Agreement (MOA) with Pioneer Market

CA20. **HHS/Behavioral Health & Recovery Services RES-2021-42**

Approve an Agreement with Mariposa Safe Families to Carry Out Substance Abuse Prevention Activities in an Amount Not to Exceed $104,065; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA21. **HHS/Behavioral Health & Recovery Services RES-2021-43**

Approve a Memorandum of Understanding Between the County of Mariposa and Native Solutions for Driving Under the Influence (DUI) Educational Services; and Authorize the Board of Supervisors to Sign the Memorandum of Understanding

CA22. **HHS/Community Services 2021-12**

Accept the Resignation of Terri Peresan, Deputy Director Adult & Aging Services; and Appoint Lydia Arre, Program Manager, to the Area 12 Agency on Aging (A12AA) Advisory Council, with a Term Expiring on January 26, 2025

CA23. **Public Works 2021-13**

Re-Appoint Michael Martin, PhD to the Water Agency Advisory Board with a Term Expiring January 26, 2024

CA24. **Public Works RES-2021-44**

Approve a Third Amendment with Myriad Engineering for Indian Gulch Bridge Interim Design to Extend the Term of the Agreement to June 30, 2021; and Authorize the Board of Supervisors Chair to Sign the Amendment

E. Departmental Presentation

Dr. Eric Sergienko/Health Officer advised that Mariposa County came out of the regional stay at home order yesterday based on the decreasing cases and provided an overview. Dr. Sergienko expressed concern relative to active COVID variances in the United Kingdom, South Africa, and Brazil that are likely to be more transmissible; and noted that the numbers in Mariposa County are lower than the State and we should be in the orange tier in approximately 3 weeks if we continue to wear masks, watch our distance, and wash our hands. Dr. Sergienko reported on the number of active cases, with the 5th death of a community member last night. He provided an update on vaccines noting they have provided over 900 doses and that Mariposa County is ahead of the State; suggested folks that have not received an email confirmation regarding vaccine registrations check the spam in their email. Dr. Sergienko provided statistics for Pioneer Market and Yosemite National Park's vaccinations; noted he will be working with Madera County for a joint vaccine clinic in Oakhurst, and that the State is looking to a centralized distribution center and allocation process in which he will inform the Board of new updates. Dr. Sergienko responded to questions of the Board noting the time frame between doses; Sierratel Internet (STI) requirements relative to white listing; explained the process of the vaccinations and possible side effects; and addressed how some private Dr.'s offices are handling vaccinations. Supervisor Forsythe extended thanks to Dr. Sergienko.

Mike Healey/Public Works and Transportation Director extended thanks to the Board for their Special Meeting to approve the Mono Winds disaster proclamation. Mr. Healey noted that the Indian Gulch Bridge may be open around March 1st and provided an update on the Darrah Bridge project noting that bids came in around 5.5 million with initial funding of about 3.2/3.3 million and a couple years out for the remainder of the funding, but after numerous meetings with Caltrans, and the time frame for the remainder of the funding being reduced he is now able to award that bridge project and extended thanks to Caltrans and staff. Mr. Healy provided an update on the Mono Wind event, extended thanks to PG&E for their hard work during the night and expressed caution due to debris alongside the roads. Mr. Healey

announced Russ Marks/County Surveyor received "Surveyor of the Year" recognition from CEAC (California Society of Civil Engineers). Mr. Healey noted increasing vandalism at the rest stop, YARTs and the Arts Park. The Board extended thanks to Public Works staff for their hard work during and after the Mono Wind event and congratulated Russ Marks for receiving "Surveyor of the Year" from CEAC.

Mathew Matthiessen/CEO John C. Fremont Healthcare District extended thanks to Dr. Eric Sergienko for his leadership; provided an update on the North side clinic noting the project continues on schedule and that they should be utilizing the building the first or second week of March. Mr. Matthiessen provided a report on Measure M and noted Mariposans for a Healthier Future will be doing a presentation at the District Board meeting tomorrow afternoon. Supervisor Smallcombe extended thanks to John C. Fremont Healthcare District for the partnership and Dr. Eric Sergienko and Dr. Christina Alan and their team for their hard work.

Shannon Gadd/Health and Human Services Agency Director reported on immediate services being provided for the community due to the Mono Wind Event and noted that they have received over 100 incoming calls; housed 15 families in hotels and provided $1,500 in gift cards. Ms. Gadd extended thanks to her staff.

Mr. Healey noted the landfill will be offering free dumping of spoiled food through the end of January.

Steve Ward/Fire Chief provided an update on the Mono Wind Event including taking 32 calls for emergency response on the 18th and 19th; extended thanks to the volunteers and Cal fire for the coordinated effort. Mr. Ward recounted stories of incidents that were brought forward to him and noted that 17 fires were started from smoldering burn piles and thanked the many community volunteers that took action to control these fires along with cutting logs and clearing road ways. Mr. Ward noted that with the aggressive attack of the volunteer fire fighters on a structure fire on Pinecrest, they were able to salvage parts of the house and animals. Supervisor's Sweeney and Forsythe extended thanks to Mr. Ward for his good leadership and his training efforts.

Dallin Kimble/County Administrative Officer (CAO) extended thanks to staff at all levels for their hard work during the Mono Wind Event. Mr. Kimble noted that as we move into the next tier, he will continue to stay up to date and advised that the Government Center will continue to have closed doors as this time. Mr. Kimble addressed the inclement weather day due to the Mono Wind Event and staffing; the Agriculture Commissioner/Sealer position noting that the State is willing to assist the County; preparing for next year's budget; and encouraged businesses that can operate in the red tier to reopen and extended Tara Schiff's assistance. Mr. Kimble responded to questions of Supervisor Smallcombe noting that he could look into whether or not Tourism receives Ms. Schiff's information; and that the County website is in need of an update in regard to the budget.

F. Public Comment on Non-Agenda Items

None.

Recess Board of Supervisors

10:21 AM Chair Long recessed the Board meeting followed by Tracy Gauthier, Deputy Clerk of the Board reading the Government Code announcement.

G. LOCAL TRANSPORTATION COMMISSION

10:22 AM Chair Long convened the Local Transportation Commission (LTC) meeting with all commissioners present.

Public Comment Period

None.

LTC Regular Agenda

1. **Planning LTC-2021-4**

Adopt a Resolution Authorizing the Planning Department to Submit an Application for Caltrans FY 2021-22 Sustainable Communities Transportation Planning Grant to Develop a Special Plan for the Phase IV Segment of the Mariposa Creek Parkway; Approve a Letter of Support and Authorize the LTC Chair to Sign the Letter; and Authorize the Local Transportation Commission Chair to Sign the Grant Agreement, If Awarded (Subject to Approval as to Form by County Counsel)

Sarah Williams/Planning Director provided a brief overview of this item and introduced Mikey Goralink/Community Design and Development Planner, who then provided the staff report. Supervisor Menetrey extended thanks for pursuing this project. No public input.

CORRECTION:

Change signature line on letter of support to reflect the LTC Chair.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Miles Menetrey, District V Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

Adjourn LTC

10:30 AM Chair Long adjourned the LTC meeting.

Reconvene as Board of Supervisors

10:37 AM Chair Long reconvened the Board of Supervisors meeting.

H. Regular Agenda Items

1. **Auditor RES-2021-45**

Adopt a Resolution Establishing Health Insurance Contributions for Current Retirees to be Effective March 1, 2021

Luis Mercado/Auditor gave the staff report. No public input.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

2. **Administration (ID # 11341)**

Discussion and Direction Regarding Library Services and Funding

Janet Chase-Williams/Librarian provided background information and introduced Rebecca Adams/Library Assistant I, who provided a PowerPoint presentation. Board discussion ensued. No public input.

RESULT: **INFORMATION RECEIVED**

3. **HHS/Behavioral Health & Recovery Services RES-2021-46**

Approve a Memorandum of Understanding (MOU) with Anthem to Facilitate Implementation of Mariposa County's Behavioral Health Integration Project (BHI); and Authorize the Health and Human Services Agency (HHSA) Director to Sign the Memorandum of Understanding

Shannon Gadd/Health and Human Services Agency Director gave the staff report. Board discussion ensued. No public input.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

4. **Public Works 2021-ORD-1160**

Waive the Second Reading and Adopt "An Ordinance Amending Section 10.08.031 of the Mariposa County Code Titled 'Camping and Overnight Parking'"

Mike Healy gave the staff report. Board discussion ensued. No public input.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

5. **Public Works RES-2021-47**

Adopt a Mitigated Negative Declaration for the Dogtown Road Over Maxwell Creek Bridges 40C0038 & 40C0039 Replacement Projects; and Approve the Mitigation Monitoring Report Program

Mike Healy gave staff report. No public input.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Tom Sweeney, District II Supervisors

SECONDER: Miles Menetrey, District V Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

6. **Administration RES-2021-48**

Approve the Second Amendment to a Lease Agreement with Carlos and Richard Ortiz for an Additional Six Months for Grazing Purposes in the Hornitos Area; and Authorize the Board of Supervisors Chair to Sign the Amendment

Dallin Kimble presented staff report. No public input.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

7. **Administration (ID # 11256)**

Receive a Presentation Providing an Update on the Implementation of the New Enterprise Resource Planning (ERP) Software

Dallin Kimble extended kudos to departments who assisted with this project and introduced Leigh Westerlund/Assistant County Administrative Officer who gave a PowerPoint presentation. No public input.

RESULT: **PRESENTATION MADE**

8. **Administration (ID # 11379)**

Discussion and Direction Regarding Possible Sale of California Public Utilities Commission (CPUC) Rule 20A PG&E Credits

Dallin Kimble provided background and explained the credit program, noting the County had 3.5 million credits which doesn't go very far. He noted that some counties are selling while others are buying; it is unknown if the program will be discontinued; recommended soliciting for proposals if the Board decides to sell; and advised that he is looking for direction from the Board. Board discussion ensued. No public input.

DIRECTION:

Sell the credits for the highest amount possible. Mr. Kimble advised he will pursue as directed and bring an item back to the Board with the best.

RESULT: **DIRECTION GIVEN**

9. **Administration (ID # 11399)**

Discussion and Possible Direction on the Fiscal Year 2020 - 2021 (FY21) Budget

Dallin Kimble presented update. Board discussion ensued. No public input.

RESULT: INFORMATION RECEIVED

I. Items removed from Consent Agenda

1. **Clerk of the Board of Supervisors (ID # 11371)**

Receive Tracking List of Open Minute Orders

Board discussion ensued regarding the benefit and use of Minute Order Tracking and setting deadlines. Mr. Kimble provided an update on "Discussion and Direction on Pension and OPEB" investment process noting that they are on track and expecting an update from the Treasurer-Tax Collector-County Clerk. Mr. Kimble also provided an update on "Discussion and Direction on Real Estate Status and Opportunities" noting that the inventory is complete and there is a need to get back to space needs to evaluate where we will be in the next 30 to 50 years.

DIRECTION: Remove the February 25, 2020 item from the list

RESULT: INFORMATION RECEIVED

J. Closed Session

1. **Administration (ID # 11343)**

CLOSED SESSION: Conference with Real Property Negotiator; Description of Real Property: APN 012-140-0230; Agency Negotiator: Dallin Kimble, County Administrative Officer; Closed Session Will Concern Price and Terms of Sale

RESULT: CLOSED SESSION HELD

2:32 PM Chair Long moved the meeting into Closed Session.

Reconvened

2:46 PM Chair Long reconvened the meeting and reported that Information was Received, and Direction was Given during the Closed Session.

K. Board Information

Information was received.

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L. Adjournment

2:47 PM Chair Long adjourned the meeting in memory of William Edward Davis, Clara Ashworth, Janice Maddux and Allan Donald King.

Respectfully submitted,

Tracy Gauthier
Deputy Clerk of the Board

Marshall Long
Chair, Board of Supervisors

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-32

MEETING: January 26, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Continue 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.

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Tom Sweeney, District II Supervisors
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-33

MEETING: January 26, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Continue the COVID-19 Public Health Local Emergency

RECOMMENDATION AND JUSTIFICATION:
Resolution Continuing the Public Health Local Emergency Due to the COVID-19 Pandemic.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On March 13, 2020, Mariposa County Public Health Officer, Dr. Eric Sergienko declared a local public health emergency in response to the COVID-19 Pandemic. On March 17th, 2020 the Mariposa County Board of Supervisors adopted a Resolution ratifying a Local Health Emergency.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not continue the local emergency and the County will not be eligible for possible State or Federal disaster assistance.

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Tom Sweeney, District II Supervisors
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2021-34

MEETING: January 26, 2021

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Continue the Local Emergency Due to COVID-19

RECOMMENDATION AND JUSTIFICATION:

Resolution Continuing the Local Emergency Due to the COVID-19 Global Pandemic.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

March 24, 2020: The Board ratified the March 17, 2020 Local Emergency Proclamation Due to the COVID-19 Global Pandemic. Additionally, the Board has ratified similar proclamations in the past during other emergencies.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the Board does not continue the proclamation, the County will not be eligible for possible State or Federal disaster assistance.

FINANCIAL IMPACT:

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RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Tom Sweeney, District II Supervisors
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2021-35

MEETING: January 26, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Interim HR Director Amendment

RECOMMENDATION AND JUSTIFICATION:
Approve an Amendment to the Agreement with W. Brown Creative Partners for Interim HR Director Services; and Authorize the Board of Supervisors Chair to Sign the Amendment.

This amendment would extend the agreement by 31 days and increase the not-to-exceed compensation amount by $35,000 to meet both projected costs and expenses already incurred.

In May 2020, the Board directed staff to enter an agreement with W. Brown Creative Partners for interim HR director services. The resulting agreement took effect June 1, 2020, and provided a not-to-exceed amount of compensation set at fifty thousand dollars ($50,000).

While it was originally conceived that this agreement would only be necessary for a few months during the recruitment process, it has continued to be used into the new year. Invoices submitted in December show that the County had received $64,844.65 in services through the end of November. December and January invoices are project to be approximately $9,000 each.

Following Board direction, staff is now concluding a successful recruitment process for the HR director role. Accordingly, this amendment is requested to ensure the County can meet its obligations to W. Brown Creative Partners for interim HR director services.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Effective June 1, 2020, the county administrative officer approved an agreement with W. Brown Creative Partners for a not-to-exceed amount of $50,000 (attached).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve. The County will be unable to meet its obligation to W. Brown Creative Partners.

Amend and approve. The Board could direct an amendment for additional time and/or compensation. Terms would need to be negotiated with the contractor for approval at a later date.

FINANCIAL IMPACT:
Sufficient funds for this agreement amendment are included in the FY21 budget for human resources.

ATTACHMENTS:
Interim HR Director Agreement (PDF)
Interim HR Director Amendment (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Tom Sweeney, District II Supervisors
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

AGREEMENT FOR INTERIM HUMAN RESOURCES DIRECTOR SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of June, 2020, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and W. Brown Creative Partners, ("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 the County or December 31, 2020, whichever is earlier.

2. SERVICES

Contractor shall perform Interim Human Resources Director 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 $50,000. The Contractor's fees and expenses are contained in Exhibit A. The County shall pay Contractor within thirty (30) days of receipt of an approved invoice. In the event payments equal the "not to exceed" amount, Contractor shall complete all services required under this Agreement without further compensation or cost reimbursement.

4. INSURANCE

Contractor shall procure and maintain for the duration of the 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 the Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

Attachment: Interim HR Director Agreement (RES-2021-35 : Interim HR Director Amendment)

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

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

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

Attachment: Interim HR Director Agreement (RES-2021-35 : Interim HR Director Amendment)

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

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

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

(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

Contractor shall hold harmless, defend and indemnify County and its officers, employees, agents, and volunteers, from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was 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 the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

Attachment: Interim HR Director Agreement (RES-2021-35 : Interim HR Director Amendment)

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. ASSIGNMENT

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

10. 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:
W. Brown Creative Partners
P.O. Box 909
Gold Hill, OR 97525

COUNTY:
County of Mariposa
P.O. Box 1917
Mariposa, CA 95338

11. COMPLIANCE

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

12. PUBLIC RECORDS ACT

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

Attachment: Interim HR Director Agreement (RES-2021-35 : Interim HR Director Amendment)

13. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the County Administrative Officer. 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.

14. 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.

15. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.

B. Either party may terminate this Agreement for convenience upon thirty 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.

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

16. 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.

Attachment: Interim HR Director Agreement (RES-2021-35 : Interim HR Director Amendment)

17. DISPUTES

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

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

18. CAPTIONS

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

19. 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.

20. MANDATORY AND PERMISSIVE

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

21. 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.

22. COUNTERPARTS

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

23. 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.

24. CONTROLLING LAW

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

Attachment: Interim HR Director Agreement (RES-2021-35 : Interim HR Director Amendment)

25. AUTHORITY

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

26. 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.

27. 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.

28. 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.

29. FUNDING AVAILABILITY

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

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reduction or modification of the County budget, or offer an Agreement amendment 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

Jay D. Kimble
County Administrative Officer

CONTRACTOR
W. Brown Creative Partners

Wendi Brown
President

APPROVED AS TO LEGAL FORM:

Steven W. Dahlem
County Counsel

Attachment: Interim HR Director Agreement (RES-2021-35 : Interim HR Director Amendment)

PROPOSAL

WBCP
W. BROWN CREATIVE PARTNERS

Interim HR Director Consulting Services

MARIPOSA COUNTY
CALIFORNIA

June 3, 2020

Attachment: Interim HR Director Agreement (RES-2021-35 : Interim HR Director Amendment)

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I. COVER LETTER

May 19, 2020

Dallin Kimble
County Administrative Officer
4988 11th Street, Suite B
PO Box 1917
Mariposa, CA 95338

Re: Interim Human Resources Director Consulting Services

Dear Mr. Kimble,

We are looking forward to providing Human Resources Consulting Services and one of our Senior Consultants, Carl Crown, as your Interim HR Director during the recruitment and selection process.

WBCP, Inc. has been in business for 15 years and serves public sector agencies in California, Oregon, and Arizona. We provide executive search, classification and compensation, organizational assessment and development, interim executive placement and labor/union relations and bargaining services. WBCP, Inc. has several executives on our team who have decades of experience providing labor and union relations services to public sector agencies in California. In addition to the Human Resources Interim Services, this proposal provides options to use other services if you have other needs as well.

This proposal outlines the services we anticipate will be required of our consultant while in the Interim HR Director role, outlines weekly hours we will be able to devote to Mariposa, and what part of that time is dedicated to in person consulting services and virtual consulting services.

We appreciate your consideration in using our firm to provide these services to the Count of Mariposa.

Best regards,

Wendi Brown
President, WBCP, INC.

Attachment: Interim HR Director Agreement (RES-2021-35 : Interim HR Director Amendment)

II. GENERAL INFORMATION – WBCP, INC.

Principal: Wendi Brown, President
Company Legal Name: WBCP, Inc.
Tax ID: 81-5454037
Phone: 866-929-WBCP (9227) / 541-664-0376
Email: wendi@wbcpinc.com
Fax: 866-224-1423
Address:

- Principal Place of Business: Oregon – WBCP, Inc., Central Point, OR 97502
- Satellite Office: California – WBCP, Inc., San Jose, CA 95125
- Satellite Office: California – WBCP, Inc., Nipomo, CA 93444

WBCP, Inc. is a 100% woman owned business, an S Corporation, and not part of a parent company, and is a registered Woman Owned Small Business with the U.S. Small Business Administration (SBA). WBCP is registered to do business in Oregon, Washington, Arizona, and California and files California and Oregon corporate and individual tax returns.

WBCP, Inc., has no pending litigation, and has never had a litigation or a need for arbitration in the history of the business, nor has it prior to incorporation, which includes 15 years of business.



BUSINESS HISTORY

WBCP has been in business since 2004, and serves nonprofit and public sector organizations. WBCP offers a variety of services, including: partial and full service search services for individual contributor, supervisor, management and executive management positions; human resources consulting – organizational development, training, classification and compensation studies, interim Human Resources Director placement, analysis and assessments, union/labor negotiation services, etc.).

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III. STAFF QUALIFICATIONS

WBCP search team working on this recruitment will include:

- **Project Manager / Client Relations Consultant:** Wendi Brown
- **Lead Consultant:** Carl Crown
- **On-Call Consultant:** Cindy Charon (as needed)
- **Office Manager & Search Associate:** Heather Jack
- **Administrative Support**: Stephanie Sherwood

CARL CROWN – Lead Labor Relations Consultant

Carl Crown has over 35 years of experience in Human Resources and Training and has been working for WBCP since 2014 as a lead consultant for human resources, organizational development, recruitment and employee relations project. Carl is the former Director of Human Resources (retired) for the County of Orange, California. Carl started his county career in Human Resources as a Senior Project Manager working on various initiatives including Agency and Department reorganizations, comprehensive classification and compensation reviews, job redesign efforts and decentralization of Human Resources functions. Carl was then recruited by the County of Orange CIO to be the manager of the newly formed Client Services Division, where Carl oversaw application development and support and business development. Shortly thereafter, Carl became the Interim Chief Technology Officer responsible for day-to-day operations of the Orange County Data Center and delivery of all Wide Area Network services across the County. Attesting to his leadership abilities and flexibility, he was asked by the CEO to serve as the Human Resources Director for the County, where he supported 25 decentralized departments in all human resource capacities. Carl had many accomplishments as the Human Resources Director at the County, one of which was redesigning and implementing the County's new selection rules, which is a comprehensive approach to marketing open positions, streamlining the selection process, recruiter assessment, and overall improvement in the efficiencies and effectiveness of recruiting throughout the County. Carl came to the County after a 28 year career in the U.S. Coast Guard where he served as: Regional Director of Human Resources, Assistant Director of the Coast Guard Leadership and Management School, Director of Training Development for the USCG Reserve and Commanding Officer of Coast Guard bases in Hawaii and Southern California. Carl holds a Masters of Arts in Organizational and Human Resource Development from the George Washington University in Washington D.C. and Bachelor of Science in Biology from the University of Florida.

Past Labor and Union Relations Experience:

At the County of Orange, California, as the Human Resources Director, Carl oversaw the negotiations of all the labor contracts, and sat at the table and was the principal negotiator for major contracts for:

- Orange County Employee's Association (OCEA), with approximately 14,000 employees;
- Association of Orange County Deputy Sheriffs (AOCDS), with approximately 3,000 sworn employees.
- Orange County Managers Association (OCMA), with approximately 1,000 managers;
- Orange County Attorney's Association (OCAA), with approximately 900 employees;
- Service Employee's International Union (SEIU), with approximately 500 employees.

He also negotiated with OCEA 2009 employee layoffs, and negotiated a $20M dollar ERP upgrade. During negotiations with these various groups resulted in wage and benefits concessions, including a first ever contributions for health and retirement by Sheriff's sworn personnel.

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Interim Human Resource Assignments:

I. In 2019, Carl completed a nine-month Interim Human Resources Director assignment for the City of Santa Maria. During that time Carl assisted with the day to day operations and functions of the HR Department, serving department human resources needs across the organization, improving department cultural challenges, improving services to internal customers, and leading organizational development initiatives, such as implementing competency modeling, overseeing the rewriting of job descriptions, and managing union and labor issues and negotiations. During this time, Carl conducted several meet and confer with several unions, including SEIU.

II. Shortly after retiring as the Human Resources Director from the County of Orange, Carl was tapped to be the Interim HR Director for the City of West Covina, by the then City Manager of West Covina and former County Executive Officer, Tom Mauk. Carl provided a host of human resource services as the Interim Director, including day-to-day HR operations and oversight, employee and labor relations and negotiations,

WENDI BROWN – Project Manager

I am the President of WBCP, an executive search and human resources firm, serving clients in the states of California, Oregon, Arizona, and Washington. My team and I are passionate about helping organizations improve their recruitment services, place great talent, conduct department assessments, redesign antiquated processes, revise job descriptions, conduct salary and benchmark studies, provide interim human resource directors in public sector organizations, and provide labor relations/negotiation services. In addition to 20 years in public sector, 15 years managing WBCP, Inc., I have private sector experience in business, marketing and branding. I have worked in various industries -- advertising and public relations, national real estate franchisor, global manufacturing – and I have worked with nonprofit and public sector organizations since 1998. I'm the project manager on all engagements, including competency modeling, classification and compensation studies, and other consulting service projects. Prior to opening my business, I was an internal Human Resources Consultant for the County of Orange, California, providing countywide communications, human resources, executive search and recruiter training services to the Assistant Chief Executive Officer/Human Resources Director and, at that time, 25 decentralized departments, with 17,000 employees, serving a community of 300,000. I have a Bachelor of Science in Business Administration with an emphasis in Marketing from Colorado Technical University; have earned several certificates in Project Management, Global Business, Marketing and Human Resources; and coursework towards a Master in Management from Southern Oregon University.

HEATHER JACK – WBCP Office Manager / Project Manager

Heather has been working for WBCP since 2015. Heather supports all recruitments and other projects in human resources, employee engagement, salary and benchmark studies, and other human resource related projects. Heather has a Bachelor of Science degree in Anthropology and a double minor in Environmental Studies and French from Southern Oregon University.

OTHER WBCP SUPPORT STAFF may be tapped as needed

WBCP Inc., has a team of support staff that may be tapped for clerical, or analyst duties as needed.

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CHIEF WILLIAM O. LANDIS – Investigator as needed

Bill Landis may conduct the background and reference checks for this recruitment. Chief Landis specializes in public safety searches including police, EMS, medical examiner, and fire leadership positions. With over 30 years of law enforcement experience, he has served in multiple roles including School Resource Officer, Bike Team Member, Detective, Corporal, Patrol Sergeant, Detective Sergeant, SAFE (SWAT) Team Member, Commander, CINT Team Member, Operations Lieutenant, Deputy Chief and Police Chief. He holds a Master's degree in Justice Administration and Crime Management from Bellevue University, a Bachelor's degree in Fire Service Administration from Eastern Oregon University, and an Associate's degree in Criminal Justice from Rogue Valley Community College. Chief Landis was certified as a Firefighter I, Deputy Medical Examiner and Executive from DPSST (highest police certification in Oregon). He is an active member of the International Association of Police (IACP), Oregon Association of Chiefs of Police (OACP), and serves as adjunct criminology professor at Rogue Community College.

OTHER CONSULTANTS AVAILABLE IF NEEDED

CINDY CHARAN – Senior Consultant

Cindy Charan is a Senior HR Consultant with WBCP, Inc., bringing over 18 years of human resources management experience, the last 13 years of which have been in an executive management capacity in public sector human resources. As an HR practitioner, Cindy is passionate about helping organizations with talent management by attracting, retaining, and developing their human capital through workforce development, transforming and modernizing human resources (nuts and bolts), and helping to advance the long-term health and performance of the organization. She has notable experience in strategic human resources planning, organizational development, change management facilitation, workforce development, performance management, recruitment/retention, and executive coaching. Prior to joining WBCP, Cindy served as the Human Resources Director with the State Bar of California where she managed all aspects of human resources functions. Previously, Cindy served as the Human Resource Director for the San Francisco Public Utilities Commission with the City and County of San Francisco, and as the Human Resources Director with the Alameda County Health Care Services Agency. In all her positions, Cindy focused on developing a best practice approach in the modernization of human resources, organizational development, compliance, policy development, talent management, recruitment/retention, strategic planning, staff development, labor and employee relations, performance management, and HRIS systems design and implementation. She holds a Master's Degree in Human Resources and Organizational Development from the University of San Francisco and a Bachelor's Degree in Business Management from University of Phoenix. Cindy is a member of the Society of Human Resources Management (SHRM). Cindy is also a member of the California Public Employers Labor Relations Association (CalPELRA), and International Public Management Association – HR (NCCIPMA).

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TAMEKA USHER – Senior Consultant

The lead project manager for this project will be Tameka Usher. Tameka is a highly skilled Human Resources professional with an accomplished record of developing and aligning HR strategies with business goals. Tameka has over 20 years of experience in public sector Human Resources working with clients across local government including cities, counties, special districts, and transit agencies. Her project roles include serving in the capacity of either a project team member or a project manager with CPS HR Consulting. During that time, Tameka oversaw and performed many classification and compensation studies for public sector clients. In addition to being a Senior Consultant for WBCP, Inc., Tameka also serves as the Director of Human Resources for the County of El Dorado. Tameka earned a Master's of Science in Human Resources Management from Golden Gate University.

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EXHIBIT A

IV. SCOPE OF WORK / PROPOSED SCHEDULE

A. WBCP will provide the County of Mariposa with a Senior Consultant, Carl Crown, to advise and consult the County Administrator, County department heads, staff, and the Board of Supervisors and act as the Interim Human Resources Director on matters related to human resources, labor and employee-employer relations and organizational development. This includes, but not limited to:

- Meet with elected officials, staff and leadership to define management goals and policy for human resource services, organizational development needs, labor relations and union negotiations.
- May act as the County's Chief negotiator as designated by the County Administrator/Board of Supervisors.
- As directed by the Board of Supervisors/representative staff, advise and represent the County in negotiations/meet and confer with bargaining units.
- Provide consultation with executive leadership, county staff and elected officials.
- Coordinate, manage and oversee the work of vendors, consulting firms and human resources staff on all matters related to Human Resources for the County.
- Review policies and procedures and provide recommendations.
- Assist in the preparation of documents for negotiations as appliable, participate in drafting proposals for negotiations, assist in the formulation and preparation of union proposals.
- Brief leadership and elected officials regularly on ongoing matters.

B. The County of Mariposa will provide WBCP, and Carl Crown, with information, support, services, office space, as needed; such as:

- Research current trends, practices, and community standards of other public employers on a variety of labor related issues;
- Coordinate meetings for the consultant and labor representatives, and other executives, elected officials, and other meetings with persons internally/externally;
- Current MOU's, background regarding past and current labor issues, organizational culture, and other factors and information that may influence the bargaining/negotiations process.
- Access to County Counsel and legal support to provide consultation on various labor law questions, including but not limited to terms and conditions of employment, labor practice, statutory changes, recent pension modifications, etc.
- Develop draft labor proposals, and other written documentation needed to perform said duties.

PROPOSED SCHEDULE:

- 25 – 30 Hours a week will be available to Mariposa County.
- To keep the cost of travel/lodging down, most of the services provided by WBCP/Carl Crown (Consultant) will be performed remotely from San Luis Obispo, CA.
- On occasion it may be required for Consultant to commute to the County. The County Administrator and the Consultant will work out the need for these in person meetings, however we recommend prescheduling placeholder dates every other week to accommodate and ensure dates are available for possible travel.

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V. REFERENCES

CARL CROWN'S REFERENCES FOR LABOR & HUMAN RESOURCES CONSULTING SERVICES

Tom Mauk
Retired CEO for the County of Orange. Carl worked with Mr. Mauk for 5 years as his HR Director. Tom left OC and became the Interim City Manager for West Covina. After Carl retired from Orange County, he was hired by Mr. Mauk for six months as his interim HR Director where he provided union/employee relations, and negotiations, and a host of other human resources services.
Contact information: Phone: 714-326-599

Chris Freeland
Mr. Freeland is now City Manager for City of Indian Wells, Mr. Freeland was the prior Deputy City Manager for the City of West Covina where Carl worked with him and Mr. Mauk for six months as their Interim Human Resources Director. Contact Information: Phone: 626-388-0513

Jason Stilwell
Mr. Stilwell is the City Manager for City of Santa Maria where Carl served as his Interim Human Resources Director for seven months. While performing these duties, Carl provided meet and confer services, performed human resource generalist services, and assisted in the presentation and implementation of a citywide leadership competency model.
Contact information: jstilwell@cityofsantamaria.org; 805-925-0951 ex. 2396

WBCP's REFERENCES: Below is a mix of references for work we have done in recruitment and consulting services.

Jason Stillwell, City Manager, City of Santa Maria. WBCP Inc. was the consulting firm that provided the Interim Services for Carl Crown to serve as Interim Human Resources Director. In addition, WBCP has managed several recruitments (see below) and provided consulting services. We implemented Polaris Competency Modeling in the City and rewrotre the City's job descriptions.
Contact information: jstilwell@cityofsantamaria.org; 805-925-0951 ex. 2396

- Chief Information Officer
- Public Works Director
- Network Engineers/Supervisors (2 positions)
- City Attorney
- Assistant City Attorney
- Chief Human Resources Director
- Assistant Director Recreation and Parks
- Deputy Fire Chief
- Principal Civil Engineer

Kim Williams, Human Resources Director, County of Mariposa: WBCP, Inc. provided classification and compensation services, and conducted their Human Resources Director recruitment; we are also discussing other organizational development consulting services we will be providing them in 2020.
Contact Information: kewilliams@mariposacounty.org, 209-742-1379

Amy Nilsen, County Administrative Officer, County of Humboldt: WBCP, Inc. conducted their Health and Human Services Director recruitment, and worked on a complex consulting project for the former County Administrator (at

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that time Amy was the ACAO). This project focused around conducting an organizational assessment of their Health and Human Services Department including an extensive organizational and community and employee engagement process. The outcome resulted in a 90 page report with an identified list of issues and recommendations and identified by urgency using a dashboard.
Contact Information: (707) 445-7266; ANilsen@co.humboldt.ca.us

Melissa Grisales, Former Deputy/Assistant Director of HR, County of Santa Barbara; Current: Human Resources Manager, Ventura Regional Sanitation Dist. WBCP, Inc. provide executive search and consulting services for various recruitments and organizational needs (see list below)
Contact Information: (805) 658-4645; MelissaGrisales@vrsd.com

Recruitments:

- Director of Social Services
- Director of Planning and Development
- Director of Parks
- Director of Behavioral Wellness
- Assistant Chief Executive Officer, SBCERS
- Assistant Director of Planning and Development
- Assistant Agricultural Commissioner/ Sealer
- Assistant Human Resources Director
- Assistant Training and Development Manager
- Chief Deputy, County Counsel
- Contracts Manager, Behavioral Wellness
- County Counsel I, II, III, IV
- Chief, Internal Audit
- Chief of Emergency Management
- Chief Information Security Officer (CISO)
- Chief Negotiator – Human Resources
- County Surveyor
- Deputy Director Community Services, Housing and Community Development
- Deputy Director, Long Range Planning
- Division Manager, Energy and Minerals, Planning & Development
- Finance Manager, Behavioral Wellness
- Financial Systems Analyst I/II and Sr. (4 positions, SBCERS and Auditor Controller)
- Fiscal and Policy Analyst – CEO
- Fire Division Chief, Admin and Support Srvs.
- Executive Director, First 5
- First 5 Program Manager
- IT Senior Security Engineer (2012 &2015)
- IT Networking Engineer
- IT Senior Programmer
- IT Operations Tech Support Supervisor
- IT Infrastructure Virtualization Storage Engineer
- IT Web Services Team Supervisor
- Medical Director, ADMHS
- Medical Director, Public Health Services
- Payroll Supervisor
- Audit Supervisor
- Physicians (5), Public Health Dept. FQHCs
- Planners I, II, III, IV (13 positions)

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- Project Manager/Civil Engineer
- Senior Financial Systems Analyst, SBCERS
- Senior Human Resources Manager/Analysts (2)
- Recruitment, Selection and Retention Manager
- Training & Organizational Development Mgr.
- Executive Director, Arts Commission

Consulting work:

- 141 Classification and Compensation Study within a two-month period.
- Reclassified all IT positions countywide, created IT families and developed job descriptions for each new position; Conducted classification and compensation study for all IT positions.
- Provided Recruiter Training.
- Conducted research project to identify new applicant tracking system.

BILL LANDIS' REFERENCES FOR EMPLOYEE INVESTIGATIONS

- Captain Tim Snaith c/o Jackson County Sheriff's Office (Oregon) - SnaithTJ@jacksoncounty.org
- Director Margie Moulin c/o Emergency Communications of Southern Oregon - Margie.Moulin@ecso911.com
- Human Resources Director Diana Mejia c/o City of Grants Pass (Oregon) - dmejia@cityofgrantspassoregon.gov
- Asst. City Attorney Jenni Woods c/o City of Gresham (Oregon) - jeni.woods@greshamoregon.gov
- City Manager Robert Strope c/o City of LaGrande (Oregon) - rstrope@cityoflagrande.org

Attachment: Interim HR Director Agreement (RES-2021-35 : Interim HR Director Amendment)

VI. PROFESSIONAL FEES & EXPENSES

INTERIM HUMAN RESOURCE DIRECTOR CONSULTING SERVICES – Carl Crown and WBCP staff

HR Director/HR Generalist Consulting Services	$150/hour[1]
Analyst Support Services	$110/hour
Clerical Support Services	$40/hour
Travel Time	$75/hour[2]
Clerical	$40.00/Hour

WORKPLACE INVESTIGATIONS – Bill Landis/Carl Crown

Investigative Time	$125.00/Hour[1]
Testimony (Arbitration, Trials, Other Hearings)	$150.00/Hour
Travel Time	$50.00/Hour[2]
Clerical	$40.00/Hour

CLASSIFICATION AND COMPENSATION – Maggie Alexander/Tameka

Investigative Time	$125.00/hr.[1] OR $350/per class search

EXPENSES WILL INCLUDE REIMBURSEMENT FOR TRAVEL WHICH MAY INCLUDE:

• Meals	Daily Per Diem
• Lodging	Actual Cost
• Mileage (if personal vehicle used)	IRS Rate
• Air Travel	Actual cost (economy)
• Rental Car	Economy Rate

1. All hourly rates rounded to the nearest ¼ hour.
2. Travel time billing is capped at a maximum distance of 3-hours, one-way (i.e. If PCI is required to travel in excess of 3-hours one-way to complete an investigation, the client is billed based on a 3-hour maximum one-way journey).
3. Per Diem based upon the local rate where Investigations occur.

WBCP agrees to perform the activities defined in this proposal's totality, and Client agrees to pay for identified services and related expenses as defined.

Attachment: Interim HR Director Agreement (RES-2021-35 : Interim HR Director Amendment)

FIRST AMENDMENT TO AGREEMENT FOR INTERIM HUMAN RESOURCES DIRECTOR SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR INTERIM HUMAN RESOURCES DIRECTOR SERVICES is made and entered into this 19th day of January, 2021, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "**County,**" and W. Brown Creative Partners, hereinafter referred to as "**Contractor.**"

WHEREAS, **County** and **Contractor** have heretofore entered into an Agreement dated June 1, 2020, wherein **Contractor** agreed to provide interim human resources director services; and

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

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

1. Paragraph 1, "TERM," is hereby amended to provide up to an additional 31 days through January 31, 2021; and

2. Paragraph 3, "COMPENSATION", is hereby amended to provide that an additional thirty five thousand dollars ($35,000) will be added to the original amount of fifty thousand dollars ($50,000), making the total compensation paid to **Contractor** the not to exceed amount of eighty five thousand dollars ($85,000).

3. The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in the Agreement not amended herein shall remain in full force and effect. This Amendment is effective retroactive to December 31, 2020.

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

COUNTY OF MARIPOSA:

Marshall Long, Chair
Mariposa County Board of Supervisors

CONTRACTOR:

Wendi Brown, President
W. Brown Consulting

ATTEST:

Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

LAST UPDATED 1/4/2021

Attachment: Interim HR Director Amendment (RES-2021-35 : Interim HR Director Amendment)

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2021-36

MEETING: January 26, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Legislative Platform 2021

RECOMMENDATION AND JUSTIFICATION:
Approve the County's 2021 Legislative Platform.

The Legislative Platform is the County Board of Supervisor's declaration of issues and items that are of importance to the citizens of the County. By identifying priorities, the Platform helps guide this office and County departments in recommending legislative positions.

The Platform also provides the County Administrative Officer with direction as to the County's position in those instances when a timely response is necessary. This year's Platform emphasizes eight crucial issues including disaster mitigation, housing, infrastructure, ongoing support for public safety personnel and other ongoing concerns.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board annually develops and approves a legislative platform.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board may wish to alter the proposed platform. Without an adopted platform the direction will be lacking to departments regarding the County's position on important legislative actions.

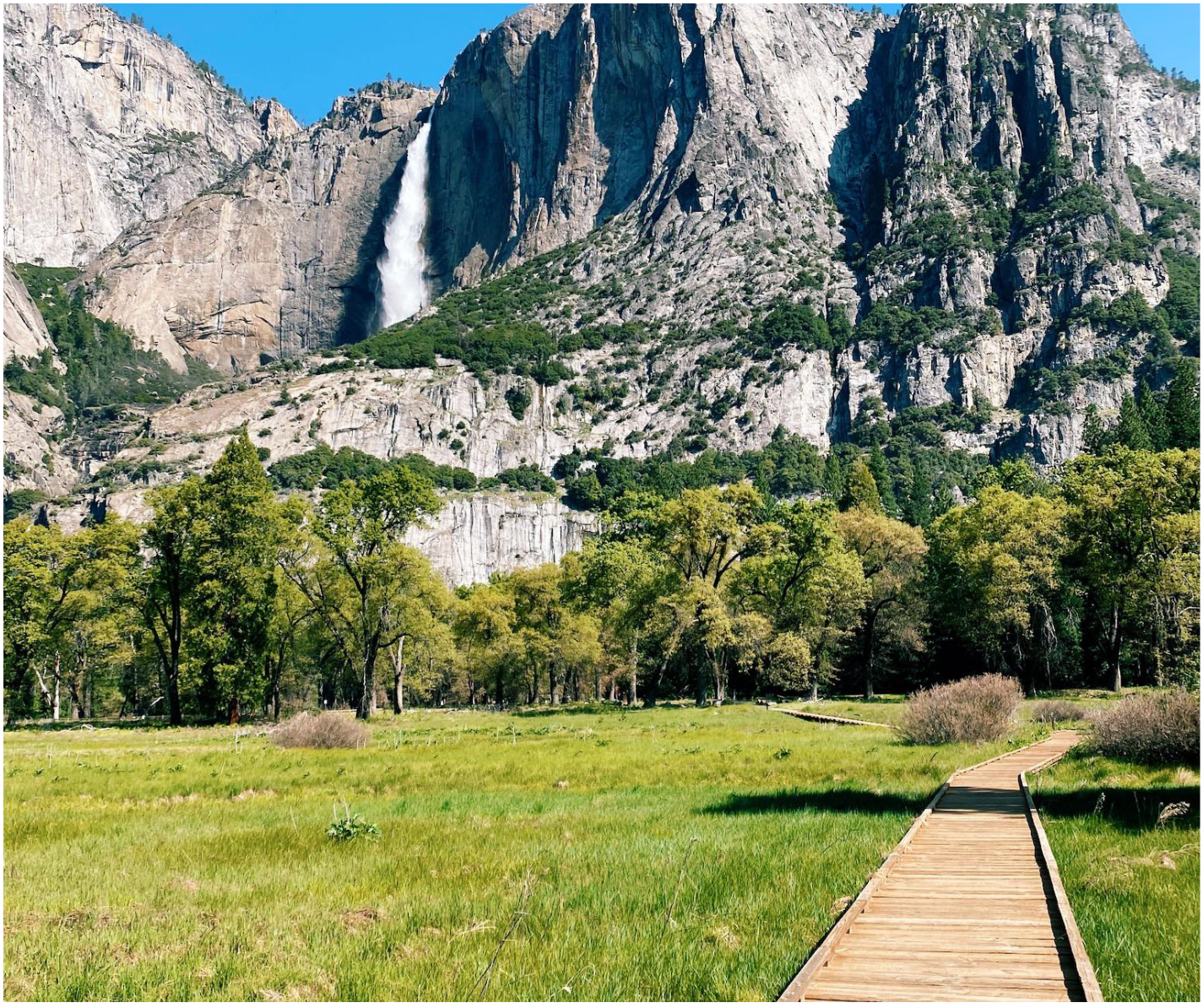
ATTACHMENTS:
2021 Legislative Platform (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Tom Sweeney, District II Supervisors
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

2021 LEGISLATIVE PLATFORM

MARIPOSA COUNTY

HOME OF YOSEMITE



Attachment: 2021 Legislative Platform (RES-2021-36 : Legislative Platform 2021)

District 1: Rosemarie Smallcombe
District 2: Tom Sweeney
District 3: Marshall Long

District 4: Wayne Forsythe
District 5: Miles Menetrey

COUNTY PROFILE

GENERAL LAW COUNTY

Mariposa County is a full-service local government with no incorporated cities. It is one of the original 27 counties and the proud home of Yosemite National Park

1,463 SQ MI

TOTAL LAND AREA

Approximately half of the land area of the county is owned by the federal government. Less than one percent of the county land area has access to water and sewer utilities.

5 MILLION

ANNUAL VISITORS

Each year 4 - 5 million visitors come to Mariposa to visit Yosemite National Park. The County has 18,000 full-time residents.

$11 MILLION

LOST LODGING TAX

Mariposa County depends heavily on Transient Occupancy Tax (TOT) from visitors to fund public safety, libraries, and general services. More than half of this revenue was lost in 2020 due to the novel coronavirus pandemic.



Attachment: 2021 Legislative Platform (RES-2021-36 : Legislative Platform 2021)

LEGISLATIVE PRIORITIES



Maintain the County's ability to self-govern.

Move decisions closer to the people whenever possible.

Preserve the County's rural character and diverse natural resources.

Support the County's ability to finance and administer services. No unfunded mandates.

Invest in local infrastructure.

Assist small counties with higher per capita costs for service delivery.

Promote jobs, housing and enterprise.

Implement vaccines and reopen national, state and local economies.

Address the need for housing at all income levels by eliminating over-regulation and securing resources for infrastructure.

Develop a long-term strategy to address forest management and insurance reform.

Secure funding for all mandated programs and minimize administrative burden

Reauthorize Payment in Lieu of Taxes (PILT) and Secure Rural Schools (SRS).

Support pro-tourism legislation.

Attachment: 2021 Legislative Platform (RES-2021-36 : Legislative Platform 2021)

DISASTER MITIGATION



Mariposa County has experienced thirteen local emergencies in the past five years, including major wildfires, floods, tree mortality, and global pandemic.

Mariposa County supports efforts to mitigate the frequency, scale and impact of disasters in California.

We support full funding of timely disaster relief for all eligible counties and oppose any changes, delays or limitations to the receipt of disaster reimbursements.

The County further supports efforts to expand State assistance for the local portion of costs of State-proclaimed disasters.

Prescribed burning, strategic thinning of forests, reforestation and other practices that contribute to a manageable fuel load and healthy forests should be promoted.

We support allocating additional State funds for forest health, drought mitigation, water conservation and prevention of floods and tree mortality-related disasters.

We support actions to ensure property insurance will continue to be available at a fair rate for all California homeowners.

Mariposa County supports efforts to mitigate economic, family and social impacts of current and future health crises.

Attachment: 2021 Legislative Platform (RES-2021-36 : Legislative Platform 2021)

HEALTH AND WELLNESS



Counties should be provided with necessary resources to mitigate the impacts of the novel coronavirus pandemic and provide vaccinations for the public.

Mental Health Services Act funds should remain with counties. Flexibility in the use of innovation funds is highly desirable.

The County recognizes and supports the continued reform of State and federal health and welfare entitlement programs.

Local Child Support Enforcement Agencies should be funded at a level that will allow federal matching revenues to fully fund the agencies.

We support Congregate Care Reform that will improve and enhance services to foster youth.

We support legislation that will enhance local collaboration toward the goals of poverty and homeless reduction and capacity building for individuals, families, and communities.

We support the renewal of California's Federal Medicaid section 1115 waiver and legislative efforts that will enhance funding for Veterans' Services.

We support continued funding of the First 5 programs.

Attachment: 2021 Legislative Platform (RES-2021-36 : Legislative Platform 2021)

HOUSING FOR ALL



Mariposa County is appreciative of efforts to fund housing for individuals experiencing homelessness and very low income families.

We support tailoring regulations and requirements to local conditions and the ability to delay or waive costly building code requirements that are not always applicable in rural areas.

We support rural county access to infrastructure funds for local improvements.

Incentives for housing at all income levels should be a priority for encouraging development.

Tax codes and financial industry regulations should be revised to provide stimulus for producing homes that are affordable for median and low-income households in particular.

Mariposa County supports State programs to finance and ensure housing projects are completed and made available in rural communities.

We support federal laws that broaden the opportunities for local housing finance authorities, non-profit housing entities, and local governments to increase home ownership.

Attachment: 2021 Legislative Platform (RES-2021-36 : Legislative Platform 2021)

INVEST IN INFRASTRUCTURE



Mariposa County sees improving our local roads, water and sewer utilities, the safety and reliability of electric power and broadband availability and speed as vital to the success of our community.

We oppose legislation that withholds local transportation funds pending compliance with State-mandates or plans.

We support legislation providing equitable gasoline tax distribution to counties without incorporated cities and legislation recognizing local general fund participation in road funding, regardless of source, as self-help.

We oppose legislation that shifts taxation from fuel sales taxes, which are constitutionally guaranteed for local transportation, to excise taxes, which are not similarly protected.

We support legislation that would provide a means by which all vehicles, including electric vehicles (EV), would share equally in the appropriate road use taxes.

Mariposa County supports legislation that would allow for grants and other alternate revenue sources for small utilities and landfills. We support State efforts to maintain, repair or privatize systems, as appropriate for an individual community.

Attachment: 2021 Legislative Platform (RES-2021-36 : Legislative Platform 2021)

NATURAL RESOURCES



Mariposa County supports full restoration of Williamson Act subventions to encourage preservation of agricultural lands.

We support continued or enhanced funding of local Weed Management Areas, pest prevention and pesticide enforcement programs, marketing regulatory programs, effective wildlife management tools, and/or the preservation and enhancement of weights and measures programs.

The County is interested in legislation to increase the number of certified agricultural commissioners throughout the state and/or allow small counties to employ a lower level of certification as agricultural commissioner.

We support implementation of the Federal and State Endangered Species Acts that balances social and economic benefits with species protection and ensures that policies are based on scientific evidence.

We support the full implementation of Propositions 1 and 68, as well as other voter-approved funding measures that support these priorities

We support revolving fund programs that provide a funding mechanism for compliance with Clean Water Act permit requirements, stormwater capture and flood protection services without diverting funds needed for other critical services.

Attachment: 2021 Legislative Platform (RES-2021-36 : Legislative Platform 2021)

PUBLIC PROTECTION



Mariposa County relies on Cal Fire to lead our volunteer fire department and provide a guaranteed response year-round.

We support actions to provide resources to Cal Fire. We are particularly interested in the development of statewide and regional fire prevention strategies.

Cal Fire support is needed to expand immediate, year-round response capability along state highways, surrounding popular travel destinations, and in other strategic locations within Mariposa County and across the State.

We support actions to build hardened homes.

We support protections for public safety personnel and resources for the tools that allow them to protect our communities.

We support funding to construct or rehabilitate local jails and full funding for County trial courts, juvenile probation and victim witness services.

We also support legislation and funding for supervision strategies and Evidence-Based Practices (EBP) that improve outcomes.

The County opposes legislation that would erode due process for individuals, including members of law enforcement, including premature disclosure.

Attachment: 2021 Legislative Platform (RES-2021-36 : Legislative Platform 2021)

QUALITY OF LIFE



State and federal governments should always consider the impact on jobs and the economy as they work within legislative and regulatory processes. Counties such as Mariposa are the first to see the negative impacts when this doesn't occur.

We support State and federal incentives as a stimulus to job growth and locally-controlled economic development.

Mariposa County supports grants for recreation centers, parks, trails and other outdoor activities. We likewise support legislation to continue State funding assistance for community and cultural facilities like libraries and museums.

Fairgrounds are valuable to emergency operations, community organizations and events, local tourism and as a place where residents and visitors of all ages are able to engage with our heritage. We encourage the Legislature to restore funding to our fairgrounds. We support alternatives that would reduce State regulation and allow for greater county control of fairground operations.

Legislation should be considerate of a wide variety of lifestyles, including residents that do not live in or near urban areas. Policy should be adaptable for these areas or jurisdictions should be exempt when conditions do not apply.

Attachment: 2021 Legislative Platform (RES-2021-36 : Legislative Platform 2021)

TRAVEL AND TOURISM



Every year, millions of travelers come from around the world to enjoy the pristine beauty of Yosemite National Park and Mariposa County. In a rural county with less than 18,000 residents, many of the services we provide, including roads, emergency services, utility infrastructure, etc., are used as much or more by transients than residents.

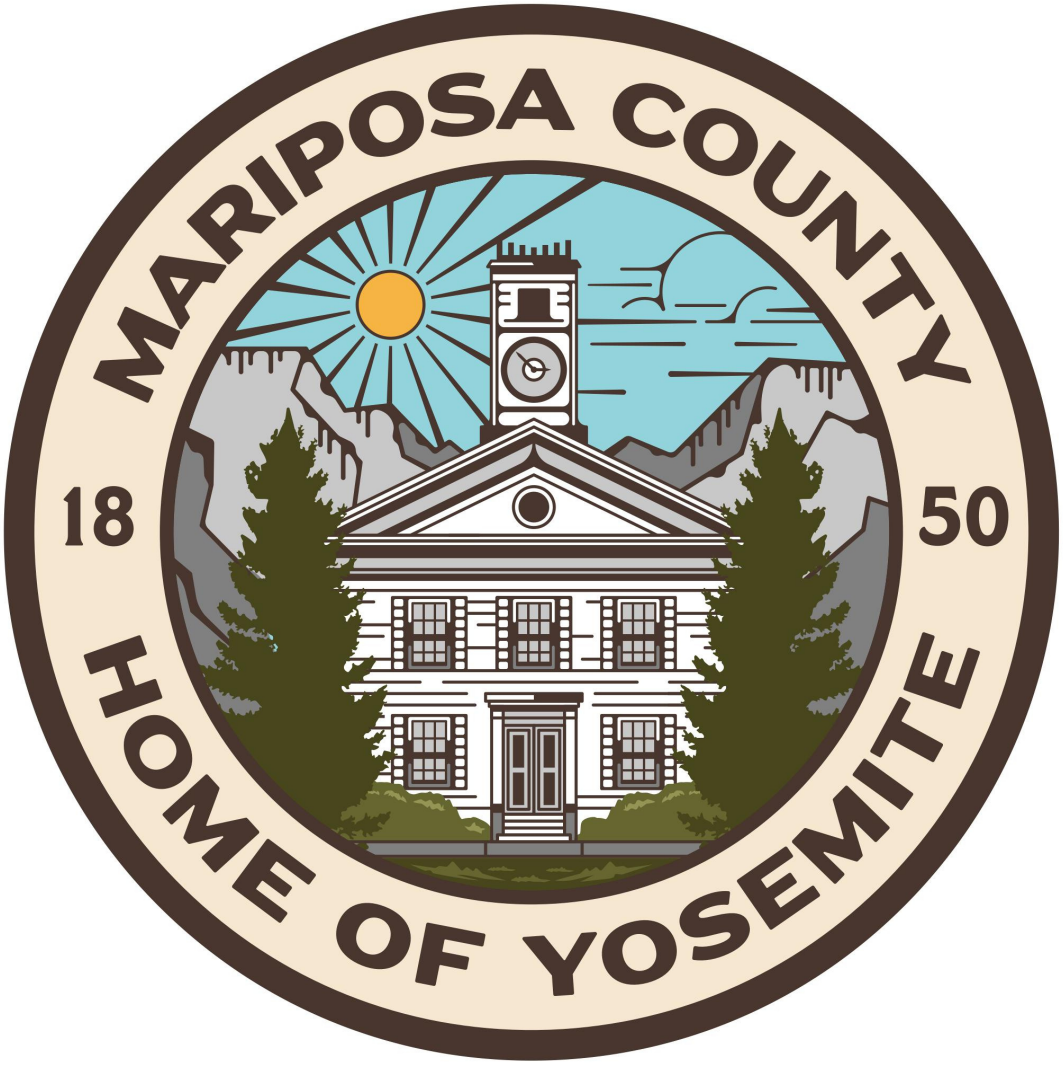
Transient occupancy taxes allow the County to offset the huge demand for services generated by visitors with a matching revenue stream. More than half of Mariposa County general fund revenues are associated with transient occupancy taxes or tourism-related activities.

The County opposes any and all efforts to exempt or excuse any group of transients from paying their share for the services they use.

We oppose State control and/or collection of transient occupancy taxes, particularly with regard to online reservation platforms, which would result in a reduction of the County's share of those taxes.

We support the continuing State effort to attract visitors to California and the Tourism Business Improvement Districts (TBIDs) that partner with the State to encourage travel to our region.

Attachment: 2021 Legislative Platform (RES-2021-36 : Legislative Platform 2021)



Attachment: 2021 Legislative Platform (RES-2021-36 : Legislative Platform 2021)

Mariposa County Legislative Affairs
Dallin Kimble, County Administrative Officer
5100 Bullion Street
Post Office Box 784
Mariposa, California 95338
(209) 966-3232
dkimble@mariposacounty.org

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2021-37

MEETING: January 26, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Regional Early Action Planning Grant(REAP)

RECOMMENDATION AND JUSTIFICATION:
Approve an Application for Regional Early Action Planning (REAP) Grant Program Funds; Authorize the Board of Supervisors Chair to Sign the Application; and Authorize the Board of Supervisors Chair to Sign the Agreement/Acceptance Documents, if Awarded (Subject to Approval as to Form by County Counsel).

Staff is recommending approval of an application for $60,758 in Regional Early Action Planning (REAP) grant funds to be used for the production of Accessory Dwelling Unit (ADU) or "second home" information and educational materials. This is an eligible REAP program activity that will improve the current permitting and entitlement process.

REAP provides funding to jurisdictions for the preparation and adoption of planning documents, process improvements that accelerate housing production, and facilitate compliance in implementing the sixth cycle of the regional housing need assessment (RHNA). REAP being a regional program emphasizes projects that can benefit a larger geographical area.

This effort will be with a collaboration with Amador and Calaveras Counties with assistance from the Calaveras Mariposa Community Action Agency. The materials produced though this process will inform residents on the steps they can take to develop a second home on their property. The goal of this effort is to make legal local development more approachable to county residents resulting in an increase in the construction of workforce housing.

The deliverables will include development check lists, examples of legal building types, examples of manufactured housing vendors, examples of site development expenses, contractor list, information on return on investment, and financing strategies. This project also includes a research component in order to connect with housing innovators that would be willing to work in the region. A hard copy and digital booklet will be produced from this effort and accompanied by a social media outreach and education campaign.

The services rendered from this project with be through hiring of a qualified contracting consultant through the Request for Proposal (RFP) process. The consultant

will take into account the similarities of the region as well as the uniqueness each County. The REAP funds of the three counties will be combined to maximize the financial impact of the project.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
RES 18-292 Comprehensive Housing Program Implementation Study Adopted by Board. A priority Housing Strategy noted in this study was to "Encourage development of Accessory Dwelling Units (ADU) or Secondary Residences".

December 4th 2018 the Board was presented a number of Housing strategies they could pursue within the County. One was the development of second or "tiny" homes. The board directed to pursue all means of housing production presented.

RES 2019-498 Adopt 6th cycle Housing Element to the General Plan

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
REAP funds could be used for an alternative eligible activity as designated by the February 27, 2020 NOFA. Negative action would result in no REAP funds.

FINANCIAL IMPACT:
No significant finacial impact as this grant does not require a local match. The County will receive 5% administratve cost.

ATTACHMENTS:
Res for Regional Early Action Planning (REAP) grant program funds (PDF)
reap-nofa-final_ada_do_approved_nolinks (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Tom Sweeney, District II Supervisors
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

MARIPOSA COUNTY BOARD OF SUPERVISORS
RESOLUTION NO. 2021_____

ADOPT A RESOLUTION OF THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY AUTHORIZING APPLICATION FOR, AND RECEIPT OF, REGIONAL EARLY ACTION PLANNING GRANTS (REAP) PROGRAM FUNDS

A. **WHEREAS**, the Department is authorized to provide up to $125,000,000 under the Local Government Planning Support Grants Program (LGPSGP) to Councils of Governments and other Regional Entities ("Applicant") (as described in Health and Safety Code section 50515.02);

B. **WHEREAS** the State of California (the "State"), Department of Housing and Community Development ("Department") issued a Notice and Opportunity for Funding Allocation Application (NOFA) on February 18, 2020 (Local Government Planning Support Grants Program);

C. **WHEREAS** Applicant is a Council of Governments or Regional Entity eligible to apply for an allocation pursuant to Health and Safety Code section 50515.02(a) to develop and accelerate the implementation of the requirements contained in the Council of Governments or Regional Entity's application pursuant to Health and Safety Code section 50515.02(d)(1) including the development of an education and outreach strategy related to the sixth cycle regional housing need allocation;

D. **WHEREAS** the Department shall approve the allocation request, subject to the terms and conditions of Eligibility, NOFA, which includes the guidelines and program requirements, and the Standard Agreement by and between the Department and Local Government Planning Support Grant Recipients.

NOW THEREFORE BE IT RESOLVED THAT:

1. The County of Mariposa a political subdivision of California, is hereby authorized pursuant to Health and Safety Code section 50515.02(a) and directs the Board of Supervisors Chair to request an allocation pursuant to the Department's calculation in accordance with the population estimates consistent with the methodology described in subdivision (a) of Section 50515.03. Each council of governments or other regional entity may, in consultation with the Department and consistent with program requirements, determine the appropriate use of funds or sub allocations within its boundaries to appropriately address its unique housing and planning priorities.

2. The Board of Supervisors Chair is authorized to execute the REAP Application**,** on behalf of the County of Mariposa as required by the Department for receipt of LGPSGP funds by submitting the following information:

   (a) An allocation budget for the funds provided pursuant to this section.
   (b) The amounts retained by the council of governments, regional entity, or county, and any sub allocations to jurisdictions.
   (c) An explanation of how proposed uses will increase housing planning and facilitate local housing production.
   (d) Identification of current best practices at the regional and statewide level that promote sufficient supply of housing affordable to all income levels, and a

Attachment: Res for Regional Early Action Planning (REAP) grant program funds (RES-2021-37 : Regional Early Action Planning Grant(REAP))

strategy for increasing adoption of these practices at the regional level, where viable.
(e) An education and outreach strategy to inform local agencies of the need and benefits of taking early action related to the sixth cycle regional housing need allocation.

3. When the County of Mariposa receives its allocation of LGPSP funds in the authorized maximum amount of **$60,758** from the Department pursuant to the above referenced Allocation Application, it represents and certifies that it will use all such funds only for eligible activities as set forth in Health and Safety Code section 50515.02(e), as approved by the Department and in accordance with all LGPSP requirements, NOFA guidelines, all applicable state and federal statutes, rules, regulations, and the Standard Agreement executed by and between the Applicant County of Mariposa and the Department.

4. The Board of Supervisors Chair is authorized to enter into, execute and deliver a State of California Standard Agreement for the maximum amount of up to **$60,758,** and any and all other documents required or deemed necessary or appropriate to evidence and secure the LGPSP allocation, the County of Mariposa's obligations related thereto and all amendments the Department deems necessary and in accordance with LGPSGP.

ADOPTED January 26, 2021, by the Board of Supervisors of the County of Mariposa, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Marshall Long, Chair
Mariposa County Board of Supervisors

Attest:

_____
René LaRoche,
Clerk of the Board of Supervisors

Approved as to Form:

_____
Steven W. Dahlem
County Counsel

Attachment: Res for Regional Early Action Planning (REAP) grant program funds (RES-2021-37 : Regional Early Action Planning Grant(REAP))

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF POLICY DEVELOPMENT
2020 W. El Camino Avenue, Suite 500, 95833
P. O. Box 952054
Sacramento, CA 94252-2054
(916) 263-2771 / FAX (916) 263-2763
www.hcd.ca.gov

Attachment: reap-nofa-final_ada_do_approved_nolinks (RES-2021-37 : Regional Early Action Planning Grant(REAP))

February 27, 2020

MEMORANDUM FOR: All Potential Applicants

FROM: Zachary Olmstead, Deputy Director
Division of Housing Policy Development

SUBJECT: **2020 Notice of Funding Availability -**
Regional Early Action Planning Grant Program (REAP)

The California Department of Housing and Community Development (Department) is pleased to release this Notice of Funding Availability (NOFA) for approximately $118,750,000 for the Regional Early Action Planning Grant Program (REAP). This NOFA is made available as a portion of the Local Government Planning Support Grants Program pursuant to Chapter 3.1 of Health and Safety Code (Sections 50515 to 50515.05) (Chapter 159, Statutes of 2019). The principal goal of this program is to make funding available to councils of governments and other regional entities for the preparation, adoption, and implementation of plans and processes that accelerate housing production and facilitate compliance in implementing the sixth cycle of the regional housing needs allocation (RHNA).

In order to be eligible for grant funding, an applicant must submit both a complete, signed original application and an electronic copy on CD or USB flash drive. In addition, the applicant may submit a copy by email to EarlyActionPlanning@hcd.ca.gov to expedite the review process. Applications will be accepted on an Over-the-Counter (OTC) basis as of the date of this NOFA through January 31, 2021. The Department encourages early applications and will accept applications postmarked by the January 31, 2021 deadline. Applicants may utilize various carrier services, such as the U.S. Postal Service, UPS, FedEx, or other carrier services. All applications must be submitted to the Department at the following address:

California Department of Housing and Community Development
Division of Housing Policy Development
2020 West El Camino Avenue, Suite 500
Sacramento, CA 95833

Program applications, forms, and instructions are available on the Department's website on the REAP webpage. If you have questions regarding this NOFA, please email the Department at EarlyActionPlanning@hcd.ca.gov.

Attachment

Regional Early Action Planning Grant Program (REAP)
2020 Notice of Funding Availability

Attachment: reap-nofa-final_ada_do_approved_nolinks (RES-2021-37 : Regional Early Action Planning Grant(REAP))

Gavin Newsom, Governor
State of California

Alexis Podesta, Secretary
Business, Consumer Services and Housing Agency

Douglas R. McCauley, Acting Director
California Department of Housing and Community Development

Zachary Olmstead, Deputy Director
California Department of Housing and Community Development
Division of Housing Policy Development

2020 W. El Camino Avenue, Suite 500, Sacramento, CA 95833
(916) 263-2771
REAP Webpage
REAP Email: EarlyActionPlanning@hcd.ca.gov

February 27, 2020

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Attachment: reap-nofa-final_ada_do_approved_nolinks (RES-2021-37 : Regional Early Action Planning Grant(REAP))

A. Introduction

The California Department of Housing and Community Development (Department) is pleased to announce the release of this Notice of Funding Availability (NOFA) for $118,750,000 for the Regional Early Action Planning Grant Program (REAP). REAP provides grants to councils of governments (COGs) and other regional entities for technical assistance, preparation, and adoption of planning documents and process improvements to accelerate housing production and facilitate compliance in implementing the sixth cycle of the RHNA.

B. Authority and Scope

This NOFA is authorized pursuant to Chapter 3.1 of Health and Safety Code sections 50515 to 50515.05 and implements, interprets, and makes statute specific for purposes of implementing REAP. This NOFA establishes terms, conditions, forms, procedures and other mechanisms as the Department deems necessary to exercise the powers and perform the duties conferred by Chapter 3.1.

The matters set forth herein are regulatory mandates, and are adopted in accordance with the authorities set forth below:

> Quasi-legislative regulations … have the dignity of statutes … [and]… delegation of legislative authority includes the power to elaborate the meaning of key statutory terms…

Ramirez v. Yosemite Water Co., 20 Cal. 4th 785, 800 (1999).

Further, the Department may implement REAP through the issuance of forms, guidelines, and one or more NOFAs, as the Department deems necessary, to exercise the powers and perform the duties conferred on it by this Chapter 3.1 of Health and Safety Code. Any forms, guidelines, and NOFAs adopted pursuant to this section 50515.04 are specifically exempted from the rulemaking provisions of the Administrative Procedure Act (Chapter 3.5 (commencing with section 11340) of Part 1 of Division 3 of Title 2 of the Gov. Code). (Health and Safety Code section 50515.04(f).)

The Department reserves the right, at its sole discretion, to suspend or amend the provisions of this NOFA, including, but not limited to, grant award amounts.

Attachment: reap-nofa-final_ada_do_approved_nolinks (RES-2021-37 : Regional Early Action Planning Grant(REAP))

C. Program Summary

REAP is part of the broader Local Government Planning Support Grants Program, which was established as part of the 2019-20 Budget Act. In response to the state's housing crisis, the overarching goals of the program are to (1) accelerate housing production and (2) facilitate compliance in implementing the sixth cycle of the RHNA. The 2019-20 Budget Act provides a spectrum of support, incentives, resources, and accountability to meet California's housing goals. Some specific elements include:

- Local and regional planning grants (LEAP and REAP)
- Prohousing preference on funding applications
- Additional funding resources
- Accountability (penalties for noncompliant housing plans)
- Reform (collaborative processes to reform regional housing needs)

D. Program Timeline

Grants will be available to eligible applicants on a noncompetitive, Over-the-Counter (OTC) basis. Applications will be accepted from the date of the release of this NOFA and up until January 31, 2021. See below for the anticipated timeline for awards for the OTC period.

NOFA Release	**February 26, 2020**
NOFA Webinar	March 2020
NOFA Application Workshops	March 2020
Final Due Date for OTC Applications	January 31, 2021
Technical Assistance	February 2020 through December 31, 2023
Deadline for Submission of Final Invoices	August 31, 2023
HCD Expenditure Deadline	December 31, 2023

The Department will:

1. Begin review of applications on a rolling basis within 30 days of receipt;
2. Preliminarily approve applications within 2-4 weeks of initial compliance determination;
3. Make award determinations on applications within 2-4 weeks of approval; and
4. Provide a Standard Agreement within 60 days of award.

Attachment: reap-nofa-final_ada_do_approved_nolinks (RES-2021-37 : Regional Early Action Planning Grant(REAP))

The Department will hold workshops and a webinar to review the REAP NOFA and application and will provide technical assistance to aid applicants throughout the OTC application period and implementation of the grant. For a list of dates, times, and locations for the workshops, as well as information on technical assistance, please visit the Department's website.

E. Eligible Applicants

Eligible applicants for the REAP are councils of governments and other regional entities, as follows:

1. Councils of Governments:

    - The Association of Bay Area Governments, representing the Counties of Alameda, Contra Costa, Marin, Napa, San Mateo, Santa Clara, Solano, and Sonoma, and the City and County of San Francisco.
    - The Sacramento Area Council of Governments, representing the Counties of El Dorado, Placer, Sacramento, Sutter, Yolo, and Yuba.
    - The San Diego Association of Governments, representing the County of San Diego.
    - The Southern California Association of Governments, representing the Counties of Imperial, Los Angeles, Orange, Riverside, San Bernardino, and Ventura.
    - Councils of governments for the Counties of Butte, Humboldt, Lake, and Mendocino. The councils of governments described in this paragraph may apply directly to the Department for funds pursuant to the program.

2. Multiagency Working Groups:

    - A central coast multiagency working group consisting of the Association of Monterey Bay Area Governments, the San Luis Obispo Council of Governments, the Council of San Benito County Governments, and the Santa Barbara County Association of Governments, representing the Counties of Monterey, San Benito, San Luis Obispo, Santa Barbara, and Santa Cruz.
    - A San Joaquin Valley multiagency working group consisting of the Fresno Council of Governments, the Kern Council of Governments, the Kings County Association of Governments, the Madera County Transportation Commission, the Merced County Association of Governments, the San Joaquin Council of Governments, the Stanislaus Council of Governments, and the Tulare County Association of Governments, representing the Counties of Fresno, Kern, Kings, Madera, Merced, San Joaquin, Stanislaus, and Tulare.

3. The Counties of Alpine, Amador, Calaveras, Colusa, Del Norte, Glenn, Inyo, Lassen, Mariposa, Modoc, Mono, Nevada, Plumas, Shasta, Sierra, Siskiyou, Tehama, Tuolumne, and Trinity. The counties described in this paragraph may apply directly to the Department for funds pursuant to the program. The Department may approve a fiscal agent to receive funds on behalf of a county or consortium of counties listed in this paragraph.

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F. Award Amounts

1. The REAP Program makes available $118,750,000 to applicants. Maximum award amounts are based on population estimates posted on the Department of Finance website as of January 1, 2019 and are aggregated by council of government, county, or regional entity according to maximum amounts by jurisdiction size consistent with subdivision (a) of Health and Safety Code section 50515.02.[1]

2. In recognition of the unique challenges in developing a process through a multiagency working group, the Department shall allocate $8 million ($8,000,000) to the multiagency working groups referred to in section E.2 above as follows:

   - 25 percent ($2 million) of the amount shall be allocated to the central coast multiagency working group.
   - 75 percent of the amount ($6 million) shall be allocated to the San Joaquin Valley multiagency working group.

3. See Attachment 1 for available award amounts based on the noted calculations above for each eligible applicant.

G. Multiagency Working Groups

1. Multiagency working groups shall have been formed before November 30, 2019.

2. Each working group shall consist of the following members:

   - One representative from each county.
   - Two city representatives from each county, one representing a larger city within the county and one representing a smaller city within the county.

3. Of the three representatives from each county serving on the multiagency working group, at least one of the representatives shall also be a member of the governing body of the applicable council of governments representing the county.

4. City representatives shall be appointed by a city selection committee for that county. Either the working group or each county through its council of government representative may define “larger” or “smaller” city based on population to maximize representation for the county. However, a smaller city shall not be larger than 100,000 in population.

5. A representative may be an elected or appointed official, past elected official, city staff (e.g., city manager, planning director) or other person that represents the interests of the jurisdiction and is enabled to act in a decision-making capacity.

[1] Population estimates are based on the Department of Finance E-1 report posted to their website on January 1, 2019.

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6. The multiagency working group shall select a council of governments to serve as the fiscal agent of the multiagency working group and identify staff to assist the work of the group. If the multiagency working group fails to agree to the selection of a council of governments to serve as fiscal agent within a reasonable time period, the Department shall select a fiscal agent based on factors such as capacity and experience in administering grant programs.

7. The multiagency working groups shall establish by-laws, a charter, or other decision-making structure, and may determine reasonable parameters of decision-making.

8. For resolutions, the representatives in working groups should approve a resolution by voting on it as a group, but the fiscal agent will be the authorized signer. The attesting officer must be a different person than the fiscal agent. See the sample resolution in the application materials for more information.

9. Upon its formation, the multiagency working group shall notify each city and county that is a member of a council of governments of its purpose.

10. If utilizing funds pursuant to Health and Safety Code section 50515.02(c)(2), multiagency working groups shall develop and carry out a collaborative process--memorialized in a formal document that reflects the unique challenges of each county, cities, and broader region within the working group. The collaborative process must develop cohesive goals, priorities and activities, including intra-regional programs or efforts. If the working group creates a Suballocation program, that program must be consistent with group goals and priorities. The multiagency working group must consult with the Department throughout the preparation and implementation of the collaborative process and may determine format in consultation with the Department.

H. Requests for an Advance of Up to 25 Percent

1. On or after October 1, 2019, a council of governments or a fiscal agent of a multiagency working group may request up to 25 percent of funding available to it in advance of their full application. Individual counties are not eligible to request funding in advance of their full application.
2. A funding request may include, but is not limited to, education and outreach strategies related to the sixth cycle RHNA and may include other eligible activities, as defined below, to facilitate housing planning and accelerate housing production.
3. The Department shall award requested funds within 30 days of receiving that request.
4. To receive this advance, applicants must submit an application, resolution, and invoice. See early application forms for the application and a template of the required resolution.
5. Applicants may submit a request for an advance under this section at any time during the application period ending January 31, 2021, prior to a full application. However, a full application must be received by January 31, 2021.
6. Applicants who received an advance must demonstrate progress in carrying out advance activities according to an agreed upon timetable prior to submitting a full

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application. While this progress is required to be demonstrated prior to application for the balance of fund, the advanced funds do not need to be completely expended prior to applying for and being award the remainder of the REAP funds.

7. Multiagency group applicants must identify planned activities on a county-by-county basis.
8. Recipients will enter into a state Standard Agreement for their 25 percent advance, if applicable, and for their total allocation amount. The state Standard Agreement may be amended.

I. Eligible Activities

1. Each council of government or other regional entity may, in consultation with the Department and consistent with statutory requirements, determine the appropriate use of funds or Suballocations within its boundaries to appropriately address its unique housing planning priorities.

2. Funds must be used for housing planning activities.

3. A council of governments, other regional entity, or county that receives an allocation of funds shall establish priorities for the use of funds, as noted above and consistent with the categories of activities set out below and use those moneys consistent with priorities.

4. Activities must demonstrate a nexus to increasing housing and accelerating housing production.

5. In consultation with the Department, applicants may select one or more of the following categories of activities to fund:

    a. Developing an improved methodology for the distribution of the sixth cycle RHNA to further the objectives described in subdivision (d) of section 65584 of the Government Code (RHNA Objectives – See Definitions).

        I. Activities under this category must demonstrate a nexus to an improved methodology that furthers the RHNA Objectives.
        II. Activities under this category may include implementation measures associated with an improved methodology that furthers RHNA Objectives. See Best Practices document.

    b. Suballocation of moneys directly and equitably to jurisdictions or other subregional entities in the form of grants for planning that will accommodate the development of housing and infrastructure that will accelerate housing production in a way that aligns with state planning priorities, housing, transportation, equity, and climate goals.

        I. In consultation with the Department, applicants may use a variety of measures to directly and equitably suballocate funds such as geographic distribution criteria, jurisdiction size set-a-sides, degree of housing needs, magnitude of benefit on state planning priorities (e.g., reduction in

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vehicle miles traveled), or comprehensive marketing and technical assistance.

II. Suballocation programs may use different methods such as OTC, competitive or modification of existing programs and strategies, as long as they are related to housing planning and accelerating housing production.

III. Eligible activities under Suballocations may include sustainable communities strategies implementation related to housing planning and accelerating housing production.

IV. Eligible activities under Suballocations may be coordinated or combined with LEAP pursuant to Health and Safety Code section 50515.03

V. Eligible activities under Suballocations may be used to establish Prohousing Policies pursuant to Government Code section 65589.9. See Definitions.

VI. Suballocation for housing-related planning activities shall include but are not limited to:

- Technical assistance in improving housing permitting processes, tracking systems, and planning tools,
- Establishing regional or countywide housing trust funds for affordable housing (e.g. planning activities and processes, guidelines, charters),
- Performing infrastructure planning, including sewers, water systems, transit, roads, or other public facilities necessary to support new housing and new residents,
- Performing feasibility studies to determine the most efficient locations to site housing consistent with Government Code sections 65040.1 (State Planning Priorities) and 65080 (regional transportation plans), and
- Covering the costs of temporary staffing or consultant needs associated with eligible activities.

c. Providing jurisdictions and other local agencies with technical assistance, planning, temporary staffing, or consultant needs associated with updating local planning and zoning documents, expediting application processing, and other actions to accelerate additional housing production.

d. Covering the costs of administering any programs described in Health and Safety Code section 50515.02.

I. Recipients shall use no more than 5 percent of the allocation(s) for costs related to the administration of the activity(ies) for which the allocation(s) were made. Staff and overhead costs directly related to carrying out the eligible activities are “activity costs” and not “administrative costs.” See Best Practices document for examples.

e. Outreach, education, priority setting, and other related activities in consultation with the Department to carry out the overall program consistent with statutory objectives.

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J. Ineligible Activities

1. Activities unrelated to accelerating housing production;
2. Activities unrelated to preparation and adoption of planning documents, and process improvements to accelerate housing production (The Department may consider proposals that include activities under (1) and (2) if a significant housing component is also present and the net effect on accelerating housing production is positive. For example, an applicant may propose combining an open-space designation, downzoning, preservation or anti-displacement measures with by-right upzoning that has a significant net gain in housing capacity);
3. Activities that obstruct or hinder housing production, e.g., moratoriums, downzoning, planning documents with conditional use permits that significantly impact approval certainty and timing, planned development, or other similarly constraining processes;
4. Capital financing, operation or funding related to programs of individual housing development projects; and
5. Administrative costs of persons employed by the grantee for activities not directly related to the preparation and adoption of the proposed Activity or Activities;

K. Eligible Uses

1. Grant funds may be used to cover the costs of temporary staffing or consultant needs associated with eligible activities.
2. Grant funds shall be used for the costs of preparing and adopting the proposed Eligible Activity or Activities.
3. A jurisdiction that receives funds under REAP may use a subcontractor. The subcontract shall provide for compliance with all the requirements of the program. The subcontract shall not relieve the jurisdiction of its responsibilities under the program.
4. Eligible expenditures may be incurred and expended for the Activity or Activities subject to the terms and conditions of the Standard Agreement.
5. Except as provided in this paragraph, costs incurred prior to the NOFA date are ineligible. Approved and eligible costs incurred for work after October 1, 2019 pursuant to the Health and Safety Code section 50515.02(d)(3), continued past the date of the Standard Agreement, and completed during the grant term, will be reimbursable.
6. For applicants matching federal or state transportation planning funds administered by the California Department of Transportation (Caltrans) through the Overall Work Program (OWP) with REAP:
    a. Confirm activities are eligible in both programs; and
    b. Clearly identify source of funds on those projects in the application.
    c. If matching funds are not used, these funds and activities are not required as part of the OWP.

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L. Application Requirements

1. Until January 31, 2021, an applicant may request an allocation of funds by submitting an application, in the form and manner prescribed by the Department, that includes the following information:

    a. An allocation budget, including timelines, deliverables (implementation), sub-steps, and completion dates.
    b. The amounts retained by the council of governments, regional entity, or county, and any Suballocations to jurisdictions.
    c. An explanation of how proposed uses will increase housing planning and accelerate housing production.
    d. Identification of current best practices at the regional and statewide level that promote a sufficient supply of decent housing to meet the needs of all Californians, and a strategy for increasing adoption of these practices at the regional level, where viable.
    e. An education and outreach strategy to inform local agencies of the need and benefits of taking early action related to the sixth cycle RHNA.

2. Applicants must propose and document plans or processes that increase housing planning and facilitate accelerating local housing production. The application must demonstrate a significant positive effect on accelerating housing production through forms provided by the Department. An application must include an explanation and documentation of the nexus plans or processes impact on accelerating housing production based on a reasonable and verifiable methodology and must utilize the Department's form (see the Department's application).

M. Application Submission Process

In order to be eligible for grant funding, an applicant must submit a complete, signed original application and an electronic copy on CD or USB flash drive. In addition, an applicant may submit a copy by email to EarlyActionPlanning@hcd.ca.gov to expedite the review process. Applications will be accepted on an Over-the-Counter (OTC) basis as of the date of this NOFA through January 31, 2021. The Department encourages early applications and will accept applications postmarked by the January 31, 2021 deadline. Applicants may utilize various carrier services, such as the U.S. Postal Service, UPS, FedEx, or other carrier services. All applications must be submitted to the Department at the following address:

California Department of Housing and Community Development
Regional Early Action Grant Program/REAP
Division of Housing Policy Development
2020 West El Camino Avenue, Suite 500
Sacramento, CA 95833

Applications must be on Department forms and cannot be altered or modified by the applicant. Program applications and forms are available on the Department's website.

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N. Application Review Process

1. The program will not utilize a competitive process to award funds.
2. Funds will be available to eligible applicants on a rolling OTC basis that begins as of the date of this NOFA and ends January 31, 2021.
3. An application form will be available upon release of the NOFA and will include forms to demonstrate eligibility requirements are met such as, among other forms, a resolution, a proposed budget and timeline table and self-certified attachments demonstrating a nexus to housing production;
4. Applications will first be reviewed for, among other things, completeness, eligibility requirements, and accuracy;
5. In order to be considered complete, an application must contain requested information and supporting documentation where appropriate;
6. All applications must meet the eligibility requirements as specified in this NOFA;
7. If the application is ineligible, it will not be considered for funding, but may be amended and resubmitted;
8. The Department may request additional information to complete and approve the application for funding;
9. Applications recommended for funding are subject to conditions specified by the Department;
10. Applications will be reviewed within 30 days from the date the Department receives the application; and
11. All applicants not meeting the eligibility requirements will be informed within 30 days from the date the Department receives the application.

O. Award Letter and Standard Agreement

Successful applicants will receive an Award Letter from the Department and will be awarded funds. Applicants will enter into a state Standard Agreement (Standard Agreement) for distribution of funds. The Standard Agreement process will specify, among other things, the amount of funds granted, timeline for expenditure of funds, and the approved use of funds. Expenditure report dates and other requirements will also be identified in the Standard Agreement.

P. Appeals

1. Basis of Appeals:

    a. Upon receipt of the Department's notice deeming an application incomplete or ineligible, applicants under this NOFA may appeal such decision(s) to the Department Director.

    b. No applicant shall have the right to appeal a decision of the Department relating to another applicant's eligibility, award, denial of award, or any other related matter.

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2. Appeals Process and Deadlines:

   a. Process. In order to lodge an appeal, applicants must submit to the Director by the deadline set forth in subsection (b) below, a written appeal which states all relevant facts, arguments, and evidence upon which the appeal is based. No new or additional information will be accepted. Once the written appeal is submitted to the Director, no further information or materials is required to be accepted or considered thereafter. Appeals are to be submitted to the Director at the following address:

California Department of Housing and Community Development
Division of Housing Policy Development
2020 W. El Camino Avenue, Suite 500
Sacramento, California 95833
EarlyActionPlanning@hcd.ca.gov

   The Director will accept appeals delivered through a carrier service such as the U.S. Postal Service, UPS, Fed Ex, or other carrier services that provide date stamp verification of delivery. Deliveries must be received during the Department's weekday (non-state holiday) business hours of 9:00 a.m. to 5:00 p.m. Pacific Standard Time. Additionally, emails to the email address listed above will be accepted if the email time stamp is prior to the appeal deadline.

   b. Filing Deadline. Appeals must be received by the Director no later than ten (10) business days from the date of the Department's determination.

3. Decision: Any request to amend the Department's decision shall be reviewed for compliance with this NOFA and its application. The Director shall render his/her decision in writing within fifteen (15) business days of receipt of the applicant's written appeal. The decision of the Director shall be the Department's final decision and shall not be appealable to any court or tribunal.

Q. Performance, Monitoring and Enforcement

1. Grant Execution and Term
   a. The Department will notify the grantee if they have been selected for a grant award;
   b. After the Standard Agreement has been sent electronically, the grantee will be provided instructions for signing all required documents. The grantee must submit all supporting materials and a signed Standard Agreement within the timeline provided in the instructions or risk forfeiting the grant award;
   c. The grant term begins on the day the Department and the grantee have fully executed the Standard Agreement. The Department will notify the grantee and partners when work may proceed under the agreement. However, eligible activities that are approved by the Department may be retroactively reimbursed to October 1, 2019; and

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d. Each recipient of funds under REAP shall expend those funds no later than December 31, 2023, as described on Health and Safety Code 50515.04 (c)(1). Deadline for tasks and submission of reimbursements is August 31, 2023).

2. Invoicing and Accounting of Grant Funds
   a. Grant funds cannot be disbursed until the Standard Agreement has been fully executed;
   b. The grantee will be responsible for compiling and submitting all invoices and reporting documents.
   c. The grantee must bill the state based on clear deliverables outlined in the Standard Agreement or budget timeline. Only approved and eligible costs incurred for work after October 1, 2019 and completed during the grant term will be reimbursable. Approved and eligible costs incurred prior to October 1, 2019 are ineligible;
   d. Applicants with 25 percent advance
      i. Applicants who received advance funds shall expend all such funds or show substantial progress prior to a full application by submitting an updated project timeline and budget for their eligible projects from the application and any supporting documentation.
   e. Project invoices may be submitted to the Department by the grantee on a quarterly basis or upon completion of a deliverable, subject to the Department's approval;
   f. The Department may consider advance payments or alternative arrangements to reimbursement and payment methods based on demonstrated need. The Department may consider factors such as available funds for eligible activities, Suballocations to jurisdictions, need to request funds in increments, schedule for advance payments, and reporting progress in implementing activities according to a timetable;
   g. Supporting documentation may include, but is not limited to, purchase orders, receipts, progress payments, subcontractor invoices, timecards, reports or any other documentation as deemed necessary by the Department to support the reimbursement to the grantee for expenditures incurred.
   h. Invoices must be accompanied by supporting documentation where appropriate. Invoices without supporting documentation will not be paid. The Department may withhold 10 percent of the grant until grant terms have been fulfilled.

3. Accounting Records and Audits
   a. The grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the budget and timeline. Separate bank accounts are not required;
   b. The grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project in accordance with generally accepted accounting principles;

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c. The grantee agrees that the state or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Standard Agreement;
d. The grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated;
e. Subcontractors employed by the grantee and paid with moneys under the terms of this Standard Agreement shall be responsible for maintaining accounting records as specified above;
f. At any time during the term of the Standard Agreement, the Department may perform or cause to be performed a financial audit of any and all phases of the award. At the Department's request, the awardee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The State of California has the right to review project documents and conduct audits during project implementation and over the project life;
g. The Department may request additional information, as needed, to meet other applicable audit requirements;
h. The Department may monitor expenditures and activities of an applicant, as the Department deems necessary, to ensure compliance with REAP requirements; and
i. Applicants using federal or state transportation planning funds administered through the OWP shall clearly identify the source of funds.

4. Remedies of Nonperformance
    a. In the event that it is determined, at the sole discretion of the state, that the grantee is not meeting the terms and conditions of the Standard Agreement, immediately upon receiving a written notice from the Department to stop work, the grantee shall cease all work under the Standard Agreement. The Department has the sole discretion to determine that the grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the grantee to resume work under the Standard Agreement;
    b. Both the grantee and the Department have the right to terminate the Standard Agreement at any time upon 30 days written notice. The notice shall specify the reason for early termination and may permit the grantee or the Department to rectify any deficiency(ies) prior to the early termination date. The grantee will submit any requested documents to the Department within 30 days of the early termination notice;
    c. There must be a strong implementation component for the funded activity through REAP, including, where appropriate, agreement by the Locality to formally adopt the completed planning document. Localities that do not formally adopt the funded activity could be subject to repayment of the grant; and
    d. The Department may, as it deems appropriate or necessary, request the repayment of funds from an applicant, or pursue any other remedies available to it by law for failure to comply with program requirements.

5. Reporting

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a. At any time during the term of the Standard Agreement, the Department may request a performance report that demonstrates satisfaction of all requirements identified in the Standard Agreement with emphasis on eligible activities, eligible uses, ineligible uses and expenditures according to timelines and budgets referenced in the Standard Agreement;
b. Awardees shall submit a report, in the form and manner prescribed by the Department, to be made publicly available on its internet website, by April 1 of the year following the receipt of those funds, and annually thereafter until those funds are expended, that contains the following information:
    - The status of the proposed uses listed in the entity's application for funding and the corresponding impact on housing within the region or jurisdiction categorized by eligible uses specified in the application; and
    - A summary of building permits, certificates of occupancy, or other completed entitlements issued by entities within the region or by the jurisdiction, as applicable.
c. The Department may request additional information, as needed, to meet other applicable reporting requirements;
d. Upon completion of all deliverables within the Standard Agreement, the awardee shall submit a close out report. See Close Out Report Form.
    - Applicant may include a line item for advance payment or reimbursement, as part of its administrative costs, for its final report that is due by December 31, 2024. Funding requests for final reports must be submitted no later than August 31, 2023.

R. Right to Modify or Suspend NOFA and Final Decision-making

The Department reserves the right, at is sole discretion, to suspend, amend, or modify the provisions of this NOFA at any time, including, without limitation, the amount of funds available hereunder. If such an action occurs, the Department will notify all interested parties and will post the revisions to the Department's website. You may subscribe to the Department's email.

The Department's decision to approve or deny an application or request for funding pursuant to the program, and its determination of the amount of funding to be provided, shall be final.

S. Definitions

All terms not defined below shall, unless their context suggests otherwise, be interpreted in accordance with the meanings of terms described in Health and Safety Code section 50470.

1. "Accelerating housing production" means improving the timing, cost, feasibility, approval and amount of development through various mechanisms such as zoning incentives (e.g., increased density and heights, reduced parking requirements), upzoning, zoning amendments to permit residential in

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non-residential nonhazardous zones, corridor planning, development standards modifications, nondiscretionary review, financing strategies, sliding scale fee modifications, facilitating adequate infrastructure to support development, approval streamlining that addresses quickness and ease of entitlements, and other mechanisms that promote production or remove or mitigate regulatory barriers. This may also include anti-displacement policies when coupled with activities that have a significant net increase in housing production.

2. Pursuant to Government Code section 65584(e), "affirmatively furthering fair housing" means taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Specifically, affirmatively furthering fair housing means taking meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws.

3. "Affordability" means a housing unit that satisfies at least one of the following criteria:

    a. It is available at an "affordable rent," as that term is used and defined in section 50053 of the Health and Safety Code;
    b. It is offered at an "affordable housing cost," as that term is used and defined in section 50052.5 of the Health and Safety Code; or
    c. It is available at an "affordable rent" or an "affordable housing cost," according to the alternative percentages of income for agency-assisted rental and cooperative housing developments pursuant to Department regulations adopted under Health and Safety Code section 50462(f).

4. "Annual Progress Report" (APR) means the Housing Element annual report required to be submitted to the Department pursuant to paragraph (2) of subdivision (a) of section 65400 of the Government Code.

5. "Completed entitlement" means a housing development project that has received all the required land use approvals or entitlements necessary for the issuance of a building permit and for which no additional action, including environmental review or appeals, is required to be eligible to apply for and obtain a building permit.

6. "Council of Governments" or "COG" means a single or multicounty council created by a joint powers agreement pursuant to Chapter 5 (commencing with section 6500) of Division 7 of Title 1 of the Government Code that is responsible for allocating regional housing needs pursuant to sections 65584, 65584.04, and 65584.05 of the Government Code.
7. "Department" means the California Department of Housing and Community Development.

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8. “Housing” means any development that satisfies both of the following criteria:

    a. At least two-thirds of the square footage of the development must be designated for residential use; and
    b. Includes a house, an apartment, a mobile home, manufactured home, or trailer, a group of rooms, or a single room that is occupied as separate living quarters, or, if vacant, is intended for occupancy as separate living quarters. Separate living quarters are those in which the occupants live separately from any other individuals in the building and which have a direct access from the outside of the building or through a common hall.

    Note: accessory dwelling units (ADU) and junior accessory dwelling units (JADU) pursuant to Government Code sections 65852.2 and 65852.22 meet the definition above.

9. “Housing Element” or “element” means the Housing Element of a community’s General Plan, as required pursuant to subdivision (c) of section 65302 of the Government Code and prepared in accordance with Article 10.6 (commencing with section 65580) of Chapter 3 of Division 1 of Title 7 of the Government Code.

10. “Jurisdiction” means any city, including a charter city, county, including a charter county, or city and county, including a charter city and county.

11. “Local government” or “Locality” means any city, including a charter city, county, including a charter county, or city and county, including a charter city and county.

12. “Low- and Moderate-income households” means household income not exceeding 120 percent of area median income (AMI), adjusted for household size and other factors. Included are households at the following income levels:
    a. Extremely low income: 0-30 percent of AMI
    b. Very low income: 30-50 percent of AMI
    c. Lower income: 50-80 percent of AMI; or 0-80 percent of AMI
    d. Moderate income: 80-120 percent of AMI

13. “Objective zoning standard”, “objective subdivision standard”, and “objective design review standard” means standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal. “Objective design review standards” means only objective design standards published and adopted by ordinance or resolution by a local jurisdiction before submission of a development application, which are broadly applicable to development within the jurisdiction.

14. “Other Planning Priorities” means planning, policies, programs or investments

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to promote housing choices and affordability to lower and moderate income households, the encouragement of conservation of the existing affordable housing stock, and efforts to take into account current and future impacts of climate change, including hazard mitigation.

15. Pursuant to Government Code section 65589.9(f)(2), "Prohousing Policies" … mean policies that facilitate the planning, approval, or construction of housing. These policies may include, but are not limited to, the following:

    a. Planning for local financial incentives for housing, including, but not limited to, establishing a local housing trust fund;
    b. Reducing parking requirements for sites that are zoned for residential development;
    c. Adoption of zoning allowing for use by right for residential and mixed-use development;
    d. Zoning more sites for residential development or zoning sites at higher densities than is required to accommodate the minimum existing RHNA for the current Housing Element cycle;
    e. Adoption of accessory dwelling unit ordinances or other mechanisms that reduce barriers for property owners to create accessory dwelling units beyond the requirements outlined in Government Code section 65852.2, as determined by the Department;
    f. Process improvements that reduce permit processing time;
    g. Creation of objective development standards;
    h. Studies and implementing actions that reduce development impact fees; and
    i. Establishing a Workforce Housing Opportunity Zone, as defined in Government Code section 65620, or a housing sustainability district, as defined in Government Code section 66200.

16. "Regional housing needs allocation" means the existing and projected need for housing for each region, as determined by the Department pursuant to section 65584.01 of the Government Code.

17. "RHNA Objectives" means

    a. Increasing the housing supply and the mix of housing types, tenure, and affordability in all cities and counties within the region in an equitable manner, which shall result in each jurisdiction receiving an allocation of units for low- and very low-income households.
    b. Promoting infill development and socioeconomic equity, the protection of environmental and agricultural resources, the encouragement of efficient development patterns, and the achievement of the region's greenhouse gas reductions targets provided by the California Air Resources Board pursuant to Government Code section 65080.
    c. Promoting an improved intraregional relationship between jobs and housing, including an improved balance between the number of low-wage jobs and the number of housing units affordable to low-wage workers in each jurisdiction.

Attachment: reap-nofa-final_ada_do_approved_nolinks (RES-2021-37 : Regional Early Action Planning Grant(REAP))

d. Allocating a lower proportion of housing need to an income category when a jurisdiction already has a disproportionately high share of households in that income category, as compared to the countywide distribution of households in that category from the most recent American Community Survey.
e. Affirmatively furthering fair housing as defined by Government Code section 66854(e).

18. "State Planning Priorities" means priorities that are intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety in the state, including in urban, suburban, and rural communities pursuant to Government Code section 65041.1.

19. "Streamlined Housing Production" means improving the entitlement process through actions such as removing, mitigating, or minimizing local regulatory requirements, reforming the local approval process to reduce processing times, reducing the number of local discretionary approvals and permits needed for projects, improving approval certainty, establishing non-discretionary processes, modifying development standards such as reducing parking requirements, and increasing height limits or other efforts such as taking the fullest advantage of existing streamlining mechanisms provided in state law.

Attachment: reap-nofa-final_ada_do_approved_nolinks (RES-2021-37 : Regional Early Action Planning Grant(REAP))

Attachment 1: Award Amounts by Eligible Applicant

The REAP Program makes available $118,750,000 to applicants. Maximum award amounts are based on population estimates posted on the Department of Finance website as of January 1, 2019, and are aggregated by council of government, county, or regional entity according to maximum amounts by jurisdiction size consistent with subdivision (a) of Health and Safety Code section 50515.02.

Eligible Applicants	Maximum Award Amount
Councils of Governments	
Association of Bay Area Governments	$23,966,861
Sacramento Area Council of Governments	$6,762,880
San Diego Association of Governments	$6,851,680
Southern California Association of Governments	$47,471,023
Butte County COG	$883,334
Humboldt County Association of Governments	$785,186
Lake County COG	$261,729
Mendocino County Association of Governments	$383,245
Multi-agency Working Groups	
Central Coast Multiagency Working Group, consisting of the Association of Monterey Bay Area Governments, the San Luis Obispo COG, the Council of San Benito County Governments, and the Santa Barbara County Association of Governments	$7,931,311
San Joaquin Valley Multiagency Working Group, consisting of Fresno COG, Kern COG, Kings County Association of Governments, Madera County Transportation Commission, Merced County Association of Governments, San Joaquin COG, Stanislaus COG, and Tulare County Association of Governments	$18,975,323
Counties	
Alpine	$60,758
Amador	$444,004
Calaveras	$200,970
Colusa	$182,275
Del Norte	$200,970
Glenn	$182,275
Inyo	$121,517
Lassen	$121,517
Mariposa	$60,758
Modoc	$121,517
Mono	$121,517
Nevada	$462,699
Plumas	$121,517
Shasta	$682,364
Sierra	$121,517
Siskiyou	$687,038
Tehama	$322,487
Trinity	$60,758
Tuolumne	$200,970

Attachment: reap-nofa-final_ada_do_approved_nolinks (RES-2021-37 : Regional Early Action Planning Grant(REAP))

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2021-38

MEETING: January 26, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Local Early Action Planning Grant Ammendment

RECOMMENDATION AND JUSTIFICATION:
Approve an Application for Local Early Action Planning (LEAP) Grant Program Funds; Authorize the Board Chair to Sign the Application; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement/Acceptance Documents, if Awarded (Subject to Approval as to Form by County Counsel)

Staff is recommending approval of an application for $65,000 in Local Early Action Planning (LEAP) grant funds to be used to acquire land use and permitting software. This is an eligible LEAP program activity that will improve the current permitting and entitlement process.

LEAP provides funding to jurisdictions for the preparation and adoption of planning documents, process improvements that accelerate housing production, and to facilitate compliance in implementing the sixth cycle of the regional housing need assessment (RHNA).

As the County implements new software for finance and assessments, there is a need to continue issuing and tracking development permits and land use changes in a compatible system with modern functionality and efficiency. The County is in the process of drafting a Request for Proposal (RFP) to acquire such a software and LEAP funds can assist in the acquisition.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
RES 2019-586 Approve a agreement with Megabyte for implementation of tax assessment software.

RES 2020-234 Approve an agreement with Graviton Consulting and Oracle for ERP software.

RES 2020-355 On June 23, 2020, the board authorized a Local Early Action Planing Grant application to develop and pilot a set of County Sponsored Architectural Plans. This an eligible use under the LEAP program and was based on direction from the board at December 4, 2018 housing presentation.

On February 19, 2019 staff presented an option for drafting pre-approved small house

plans and received direction from the Board to continue pursuing the idea with modifications, specifically to be less complicated and at a significantly lower cost. Staff will continue to pursue this project as time and resources allow.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
LEAP funds could be used for an alternative eligible activity as designated by the January 27, 2020 NOFA. Negative action would result in no LEAP funds.

FINANCIAL IMPACT:
There is no match for this grant. If approved, the County would receive $65,000 for eligible projects.

ATTACHMENTS:
LEAP_Final_Clean_nolinks (PDF)
RES_LEAP_2021 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Tom Sweeney, District II Supervisors
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FINANCIAL ASSISTANCE
2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2771 / FAX (916) 263-2763
www.hcd.ca.gov

January 27, 2020

MEMORANDUM FOR: **All Potential Applicants**

FROM: **Zachary Olmstead, Deputy Director**
Division of Housing Policy Development

SUBJECT: **NOTICE OF FUNDING AVAILABILITY -**
LOCAL EARLY ACTION PLANNING GRANTS PROGRAM

The California Department of Housing and Community Development (Department) is pleased to announce the release of this Notice of Funding Availability (NOFA) for approximately $119,040,000 as part of the Local Early Action Planning Grants Program (LEAP or Program). LEAP is made available as a portion of the Local Government Planning Support Grants Program pursuant to Chapter 3.1 of Health and Safety Code (Sections 50515 to 50515.05) (Chapter 159, Statutes of 2019). LEAP provides funding to jurisdictions for the preparation and adoption of planning documents, process improvements that accelerate housing production, and facilitate compliance in implementing the sixth cycle of the regional housing need assessment (RHNA).

In order to be eligible for grant funding, an applicant must submit a completed, signed original application and an electronic copy on CD or USB flash drive. Applications will be accepted on an Over-the-Counter (OTC) basis as of the date of this NOFA through July 1, 2020. The Department encourages early applications and will accept applications post-marked by the July 1, 2020 deadline. Applicants may utilize various carrier services, such as the U.S. Postal Service, UPS, FedEx, or other carrier services. All applications must be submitted to the Department at the following address:

California Department of Housing and Community Development
Division of Housing Policy Development
2020 West El Camino Ave, Suite 500
Sacramento, CA 95833

Program applications, forms and instructions are available on the Department's website at https://www.hcd.ca.gov/grants-funding/active-funding/leap.shtml. If you have questions regarding this NOFA, please email the Department at EarlyActionPlanning@hcd.ca.gov.

Attachment

Attachment: LEAP_Final_Clean_nolinks (RES-2021-38 : Local Early Action Planning Grant Ammendment)

LOCAL EARLY ACTION PLANNING GRANTS PROGRAM (LEAP)
2020 NOTICE OF FUNDING AVAILABILITY

Attachment: LEAP_Final_Clean_nolinks (RES-2021-38 : Local Early Action Planning Grant Ammendment)

State of California
Governor Gavin Newsom

Alexis Podesta, Secretary
Business, Consumer Services and Housing Agency

Douglas R. McCauley, Acting Director
California Department of Housing and Community Development

Zachary Olmstead, Deputy Director
California Department of Housing and Community Development
Division of Housing Policy Development

2020 West El Camino Avenue, Suite 500
Sacramento, CA 95833
Telephone: (916) 263-2911
Website: https://www.hcd.ca.gov/grants-funding/active-funding/leap.shtml
Email: EarlyActionPlanning@hcd.ca.gov

January 27, 2020

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Attachment: LEAP_Final_Clean_nolinks (RES-2021-38 : Local Early Action Planning Grant Ammendment)

2019 NOTICE OF FUNDING AVAILABILITY
LOCAL EARLY ACTION PLANNING GRANTS PROGRAM

I. Introduction

The California Department of Housing and Community Development (Department) is pleased to announce the release of this Notice of Funding Availability (NOFA) for approximately $119,040,000 as part of the Local Early Action Planning Grants Program (LEAP or Program). LEAP is made available as a portion of the Local Government Planning Support Grants Program pursuant to Chapter 3.1 of Health and Safety Code (Sections 50515.03 (Chapter 159, Statutes of 2019). The Program provides funding to jurisdictions for the preparation and adoption of planning documents, process improvements that accelerate housing production, and facilitate compliance in implementing the sixth cycle of the RHNA.

II. Authority and Scope

This NOFA is authorized pursuant to Chapter 3.1 of Health and Safety Code (Sections 50515 to 50515.05). The NOFA implements, interprets, and makes specific provisions for purposes of implementing planning grants to jurisdictions pursuant to 50515.03 (hereinafter “LEAP”).

This NOFA establishes terms, conditions, forms, procedures and other mechanisms as the Department deems necessary to exercise the powers and perform the duties conferred by Chapter 3.1.

The matters set forth herein are regulatory mandates, and are adopted in accordance with the authorities set forth below:

Quasi-legislative regulations … have the dignity of statutes … [and]… delegation of legislative authority includes the power to elaborate the meaning of key statutory terms…

Ramirez v. Yosemite Water Co., 20 Cal. 4th 785, 800 (1999)

Further, the Department may implement the Program through the issuance of forms, guidelines, and one or more NOFAs, as the Department deems necessary, to exercise the powers and perform the duties conferred on it by this chapter. Any forms, guidelines, and notices of funding availability adopted pursuant to this section are hereby exempted from the rulemaking provisions of the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code). (Health and Safety Code Section 50515.04(f)).

The Department reserves the right, at its sole discretion, to suspend or amend the provisions of this NOFA, including, but not limited to, grant award amounts.

Attachment: LEAP_Final_Clean_nolinks (RES-2021-38 : Local Early Action Planning Grant Ammendment)

III. Program Summary

The Local Early Action Planning Grants Program (LEAP or Program) is part of the broader Program formerly known as the Local Government Planning Support Grants Program, which was established as part of the 2019-20 Budget Act. The 2019-20 Budget Act provides a spectrum of support, incentives, resources and accountability to meet California's housing goals. Some specific elements include:

- Planning Support (local and regional planning grants)
- Incentives (Prohousing preference and infill incentive grants)
- Funding Resources
- Accountability (penalties for noncompliant housing plans)
- Reform (collaborative processes to reform regional housing needs)

The Local Government Planning Support Grants Program provides one-time grant funding to regions and jurisdictions for technical assistance, preparation and adoption of planning documents, and process improvements. The over-arching goals of the Program are to (1) accelerate housing production; and (2) facilitate compliance to implement the sixth cycle of the regional housing need assessment (RHNA).

IV. Program Timeline

Grants will be available to eligible applicants on a noncompetitive, Over-the-Counter (OTC) basis. Applications will be accepted from the date of the release of this NOFA and up until July 1, 2020. See Table 1 below for the anticipated timeline for awards for the OTC period.

Event	Date
NOFA Release	January 27, 2020
NOFA Application Webinar	February 14, 2020
NOFA Application Workshops	February and March 2020
Final Due Date for OTC Applications	July 1, 2020
Technical Assistance	February 2020 through December 31, 2023
Expenditure Deadline	December 31, 2023

Attachment: LEAP_Final_Clean_nolinks (RES-2021-38 : Local Early Action Planning Grant Ammendment)

The Department will review applications within 30 days and target award of applications within 60 days, with subsequent Standard Agreements processed within 60 days of award. Applicants are encouraged to submit early in the application window.

The Department will hold workshops and a webinar to review the LEAP NOFA and application and will be conducting technical assistance to aid applicants throughout the OTC period and implementation of the grant. For a list of dates, times, and locations for the workshops as well as information on technical assistance, please visit the Department's website at https://www.hcd.ca.gov/grants-funding/active-funding/leap.shtml.

V. Award Amounts

This Program will make $119,040,000 dollars available to jurisdictions for Program implementation, including state operations and expenditures, and technical assistance. Maximum award amounts are based on population estimates as of January 1, 2019.[1] The minimum award amount is $25,000. The maximum amount that a jurisdiction may receive pursuant to this subdivision shall be as follows:

Jurisdiction Size (in population)	Maximum Award Amount
750,000 or greater	$1,500,000
300,000 to 749,999	$750,000
100,000 to 299,999	$500,000
60,000 to 99,999	$300,000
20,000 to 59,999	$150,000
Less than 20,000	$65,000

Applicants seeking partnerships with other local governments will be additive. For example, two jurisdictions between 100,000 and 299,999 people could submit a proposal for up to $1.0 million.

VI. Eligible Applicants

Eligible applicants are limited to local governments, i.e., cities and counties. However, local governments may partner through legally binding agreements with other forms of governments or entities where the proposal will have a direct effect

[1] Population estimates, posted as of January 1, 2019, are based on the Department of Finance E-1 report. Official maximum amounts per jurisdiction can be found at the Department's website at https://www.hcd.ca.gov/grants-funding/active-funding/leap.shtml.

Attachment: LEAP_Final_Clean_nolinks (RES-2021-38 : Local Early Action Planning Grant Ammendment)

on land-use or development within the participating localities. This includes, but is not limited to, partnerships with other localities, regional governments, housing authorities, school districts, special districts, community-based organizations, or any duly constituted governing body of an Indian Reservation or Rancheria. Applicants forming partnerships, must submit separate, completed and signed application packages, including resolutions and a copy of the signed agreement between partners to the Department in order to be awarded funds.

VII. Eligible Activities

Eligible activities must demonstrate an increase in housing related planning activities and facilitate accelerated housing production. Eligible activities may be part of a larger planning effort (e.g., a comprehensive zoning code update) if proposed activities have not been completed prior to the NOFA date, are distinct, and demonstrate a nexus to accelerating housing production. Eligible activities are not necessarily jurisdiction-wide and may include a smaller geography with a significant impact on housing production. For example, eligible activities may include a housing development-related project with a significant community level impact, or planning or process improvement for a project with an ongoing community impact beyond the project. Eligible activities may include a variety of planning documents and processes, including, but not limited to, the following as set forth in Health and Safety Code section 50515.03(c):

1. Rezoning and encouraging development by updating planning documents and zoning ordinances, such as General Plans, community plans, specific plans, implementation of sustainable communities' strategies, and local coastal programs;
2. Completing environmental clearance to eliminate the need for project-specific review;
3. Establishing housing incentive zones or other area-based housing incentives beyond State Density Bonus Law such as a workforce housing opportunity zone pursuant to Article 10.10 (commencing with Section 65620) of Chapter 3 of Division 1 of Title 7 of the Government Code, or a housing sustainability district pursuant to Chapter 11 (commencing with Section 66200) of Division 1 of Title 7 of the Government Code;
4. Performing infrastructure planning, including for sewers, water systems, transit, roads, or other public facilities necessary to support new housing and new residents;
5. Planning documents to promote development of publicly-owned land, such as partnering with other local entities to identify and prepare excess or surplus property for residential development;
6. Revamping local planning processes to speed up housing production;
7. Developing or improving an accessory dwelling unit ordinance in compliance with Section 65852.2 of the Government Code;
8. Planning documents for a smaller geography (less than jurisdiction-wide) with a significant impact on housing production, including an overlay district, project level specific plan, or development standards modifications proposed for significant areas of a locality, such as corridors, downtown or priority growth areas;

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9. Rezoning to meet requirements pursuant to Gov. Code Section 65583(c)(1), and other rezoning efforts to comply with Housing Element requirements, including Gov. Code Section 65583.2(c) (AB 1397, Statutes of 2018);
10. Upzoning or other implementation measures to intensify land use patterns in strategic locations, such as close proximity to transit, jobs or other amenities;
11. Rezoning for multifamily housing in high resource areas (according to Tax Credit Allocation Committee/Housing Community Development Opportunity Area Maps);
12. Establishing pre-approved architectural and site plans;
13. Preparing and adopting Housing Elements of the General Plan that include an implementation component to facilitate compliance with the sixth cycle RHNA;
14. Adopting planning documents to coordinate with suballocations under Regional Early Action Planning Grants (REAP) pursuant to Health and Safety Code Section 50515.02(f) that accommodate the development of housing and infrastructure, and accelerate housing production in a way that aligns with state planning priorities, housing, transportation equity and climate goals, including hazard mitigation or climate adaptation;
15. Zoning for by-right supportive housing, pursuant to Gov. Code section 65651 (Chapter 753, Statutes of 2018);
16. Zoning incentives for housing for persons with special needs, including persons with developmental disabilities;
17. Planning documents related to carrying out a local or regional housing trust fund;
18. Environmental hazard assessments; data collection on permit tracking; feasibility studies, site analysis, or other background studies that are ancillary (e.g., less than 15 percent of the total grant amount) and part of a proposed activity with a nexus to accelerating housing production; and
19. Other planning documents or process improvements that demonstrate an increase in housing related planning activities and facilitate accelerating housing production; and
20. Establishing Prohousing Policies, as follows:

Prohousing Policies

The Department encourages applicants to consider LEAP funds to facilitate designation as a Prohousing jurisdiction.

The 2019-20 Budget Act requires the Department to develop the Prohousing designation emergency regulations by no later than July 1, 2021. This program will allow the Department to designate jurisdictions as “Prohousing,” when they demonstrate policies and strategies to accelerate housing production. In turn, Prohousing jurisdictions will be awarded additional points or preference in programs such as the Affordable Housing and Sustainable Communities (AHSC), Transformative Climate Communities (TCC), Infill Infrastructure Grant (IIG) programs and other state funding programs. The Department anticipates developing emergency regulations and Prohousing designations prior to July 1, 2021, and will seek to designate jurisdictions prior to future rounds of AHSC, TCC and IIG

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programs.

Pursuant to Gov. Code Section 65589.9(f)(2), “Prohousing” policies mean policies that facilitate the planning, approval, or construction of housing. These policies may include, but are not limited to, the following:

A. Planning for local financial incentives for housing, including, but not limited to, establishing a local housing trust fund;
B. Reducing parking requirements for sites that are zoned for residential development;
C. Adoption of zoning allowing for use by right for residential and mixed-use development;
D. Zoning more sites for residential development or zoning sites at higher densities than is required to accommodate the minimum existing RHNA for the current Housing Element cycle;
E. Adoption of accessory dwelling unit ordinances or other mechanisms that reduce barriers for property owners to create accessory dwelling units beyond the requirements outlined in Section 65852.2, as determined by the Department;
F. Process improvements that reduce permit processing time;
G. Creating of objective development standards;
H. Studies and implementing actions that reduce development impact fees; and
I. Establishing a Workforce Housing Opportunity Zone, as defined in Section 65620, or a housing sustainability district, as defined in Section 66200.”

VIII. Ineligible Activities

1. Activities unrelated to preparation and adoption of planning documents, and process improvements to accelerate housing production and facilitate compliance to implement the sixth cycle of the RHNA;
2. Activities that obstruct or hinder housing production, e.g., moratoriums, downzoning, planning documents with conditional use permits that significantly impact supply, cost, approval certainty and timing, planned development, or other similarly constraining processes; and
3. Project specific planning documents that do not have a significant impact on accelerating housing production or significant community level or re-occurring benefit beyond the project.
4. The Department may consider proposals that are combined with larger proposals that have a positive housing component and the net effect on accelerating housing production is significant. For example, an applicant may propose combining an open-space designation, downzoning, or anti-displacement measures with by-right upzoning that has a significant net gain in housing capacity.

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IX. Eligible Uses

1. Grant funds may cover the costs of temporary staffing or consultant needs associated with eligible activities;
2. Grant funds shall be used for the costs of preparing and adopting the proposed activity;
3. A jurisdiction that receives funds under this Program may use a subcontractor. The subcontract shall provide for compliance with all the requirements of the Program. The subcontract shall not relieve the jurisdiction of its responsibilities under the Program;
4. Eligible expenditures may be incurred and expended for the project(s) subject to the terms and conditions of the Standard Agreement; and
5. Only approved and eligible costs incurred for work after the NOFA date, continued past the date of the Standard Agreement, and completed during the grant term, will be reimbursable.

X. Ineligible Uses

1. Program grant funds may not be used for administrative costs of persons employed by the grantee for activities not directly related to the preparation and adoption of the proposed activity;
2. No more than 5 percent of the grant amount may be used for administrative costs for any proposed use, to be approved by the Department upon disbursement; and
3. Approved and eligible costs incurred prior to the NOFA date are ineligible.

XI. Application Requirements

Until July 1, 2020, a jurisdiction may request an allocation of funds pursuant to this section by submitting a complete application to the Department that demonstrates:

1. A budget, including timelines, deliverables, sub-steps and adoption, that demonstrates funds will be utilized for eligible activities and uses;
2. How proposed activities will increase housing planning and facilitate accelerating local housing production;
3. Completed or proposed activities consistent with the state or other planning priorities; and
4. All other required information contained in the Department's application

Applicants will demonstrate consistency with these requirements utilizing the forms and manner prescribed in the Department application.

Accelerating Housing Production: Applicants must propose and document plans or processes that increase housing planning and facilitate accelerating local housing production. The application must demonstrate a significant positive effect on accelerating housing production through timing, cost, approval certainty, entitlement streamlining, feasibility, infrastructure capacity, or impact on housing

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supply and affordability. An application must include an explanation and documentation of the nexus to accelerating housing production based on a reasonable and verifiable methodology and must utilize the Department's form (see the Department's application). A verifiable methodology may include a statement of support from a non-profit or for-profit developer that is active in the locality.

State and Other Planning Priorities: Consistency with state or other planning priorities may be demonstrated through proposed activities in the application **OR** activities that were completed within the last five years. Applicants must self-certify utilizing the Department's form (see Department's application).

XII. Application Submission Requirements

In order to be eligible for grant funding, an applicant must submit a completed, signed original application and an electronic copy on CD or USB flash drive. Applications will be accepted on an OTC basis as of the date of this NOFA through July 1, 2020. The Department encourages early applications and will accept applications post-marked by the July 1, 2020 deadline. Applicants may utilize various carrier services, such as the U.S. Postal Service, UPS, FedEx, or other carrier services. All applications must be submitted to the Department at the following address:

California Department of Housing and Community Development
Division of Housing Policy Development
2020 West El Camino Ave, Suite 500
Sacramento, CA 95833

Applications must be on Department forms and cannot be altered or modified by the applicant. Program applications and forms are available on the Department's website located at https://www.hcd.ca.gov/grants-funding/active-funding/leap.shtml.

XIII. Application Review

1. The Program will not utilize a competitive process to award funds.
2. Funds will be available to eligible applicants on a rolling OTC basis that begins as of the date of this NOFA and ends July 1, 2020.
3. An application form will be available upon release of the NOFA and will include forms to demonstrate meeting eligibility requirements such as, among other forms, a resolution, a proposed budget and timeline table and self-certified attachments demonstrating a nexus to housing production and consistency with state planning and other priorities;
4. Applications will first be reviewed for, among other things, completeness, eligibility requirements, and accuracy;
5. In order to be considered complete, an application must contain requested

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information and supporting documentation where appropriate;
6. All applications must meet the eligibility requirements as specified in this NOFA;
7. If the application is ineligible, it will not be considered for funding, but may be amended and resubmitted;
8. The Department may request additional information to complete and approve the application for funding;
9. Applications recommended for funding are subject to conditions specified by the Department;
10. Applications will be reviewed within 30 days from the date the Department receives the application; and
11. All applicants not meeting the eligibility requirements will be informed within 30 days from the date the Department receives the application.

XIV. Award Letter and Standard Agreement

Successful applicants will receive an Award Letter from the Department and will be awarded funds. Applicants will enter into a state Standard Agreement (Standard Agreement) for distribution of funds. The Standard Agreement process will specify, among other things, the amount of funds granted, timeline for expenditure of funds, and the approved use of funds. Expenditure report dates and other requirements will also be identified in the Standard Agreement.

XV. Appeals

1. Basis of Appeals:

   A. Upon receipt of the Department's notice deeming an application incomplete or ineligible, applicants under this NOFA may appeal such decision(s) to the Department Director.
   B. The decision of the Director is final and not subject to further administrative or judicial review.
   C. No applicant shall have the right to appeal a decision of the Department relating to another applicant's eligibility, award, denial of award, or any other related matter.

2. Appeals Process and Deadlines:

   A. Process. In order to lodge an appeal, applicants must submit to the Director by the deadline set forth in subsection (b) below, a written appeal which states all relevant facts, arguments, and evidence upon which the appeal is based. No new or additional information will be accepted. Once the written appeal is submitted to the Director, no further information or materials is required to be accepted or considered thereafter. Appeals are to be submitted to the Director at following address:

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California Department of Housing and Community Development
Division of Housing Policy Development
2020 W. El Camino Avenue, Suite 500
Sacramento, California 95833
EarlyActionPlanning@hcd.ca.gov

The Director will accept appeals delivered through a carrier service such as the U.S. Postal Service, UPS, Fed-Ex, or other carrier services that provide date stamp verification of delivery. Deliveries must be received during the Department's weekday (non-state holiday) business hours of 9:00 a.m. to 5:00 p.m. Pacific Standard Time. Additionally, emails to the email address listed above will be accepted if the email time stamp is prior to the appeal deadline.

B. Filing Deadline. Appeals must be received by the Director no later than (5) five business days from the date of the Department's determination.

3. Decision:

Any request to amend the Department's decision shall be reviewed for compliance with this NOFA and its application. The Director shall render his/her decision in writing within fifteen (15) business days of receipt of the applicant's written appeal. The decision of the Director shall be the Department's final decision, and shall not be appealable to any court or tribunal.

XVI. Administration

1. Grant Execution and Term

A. The Department will notify the grantee if they have been selected for a grant award;
B. After the Standard Agreement has been drawn, the grantee will be provided instructions for signing all required documents. The grantee must submit all supporting materials and a signed Standard Agreement within the timeline provided in the instructions, or risk forfeiting the grant award;
C. The grant term begins on the day the Department and the grantee have fully executed the Standard Agreement. The Department will notify the grantee and partners when work may proceed under the agreement. However, eligible activities that are approved by the Department may be retroactively reimbursed to the date of the NOFA; and
D. The end of the grant term will be determined by the state based on the availability of grant funds and the administrative requirements for liquidation.

Attachment: LEAP_Final_Clean_nolinks (RES-2021-38 : Local Early Action Planning Grant Ammendment)

2. Payment and Accounting of Grant Funds

   A. Grant funds cannot be disbursed until the Standard Agreement has been fully executed;
   B. The grantee will be responsible for compiling and submitting all invoices and reporting documents. Grantees will submit for reimbursements to the Department based on actual cost incurred;
   C. The grantee must bill the state based on clear deliverables outlined in the Standard Agreement or budget timeline. Only approved and eligible costs incurred for work after the NOFA date, continued past the date of the Standard Agreement, and completed and processed prior to the expenditure deadline, will be reimbursable. Approved and eligible costs incurred prior to the NOFA date are ineligible;
   D. Work must be completed prior to requesting reimbursement;
   E. Grant fund payment will be made on a reimbursement basis; advance payments are not allowed. The grantee and partners must have adequate cash flow to pay all grant-related expenses prior to requesting reimbursement from the Department. Project invoices will be submitted to the Department by the grantee on a quarterly basis;
   F. In unusual circumstances, the Department may consider alternative arrangements to reimbursement and payment methods based on documentation demonstrating cost burdens, including the inability to pay for work;
   G. Supporting documentation may include, but is not limited to: receipts, progress payments, subcontractor invoices, time cards, etc.;
   H. Invoices must be accompanied by reporting materials where appropriate. Invoices without the appropriate reporting materials will not be paid. The Department may withhold 10 percent of the grant until grant terms have been fulfilled; and
   I. Each recipient of funds under the Program shall expend those funds no later than December 31, 2023.

3. Accounting Records and Audits

   A. The grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the budget and timeline. Separate bank accounts are not required;
   B. The grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project, in accordance with generally accepted accounting principles;
   C. The grantee agrees that the state or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Standard Agreement;
   D. The grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated;
   E. Subcontractors employed by the grantee and paid with moneys under the

Attachment: LEAP_Final_Clean_nolinks (RES-2021-38 : Local Early Action Planning Grant Ammendment)

terms of this Standard Agreement shall be responsible for maintaining accounting records as specified above;

F. At any time during the term of the Standard Agreement, the Department may perform, or cause to be performed, a financial audit of any and all phases of the award. At the Department's request, the awardee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The State of California has the right to review project documents and conduct audits during project implementation and over the project life;

G. The Department may request additional information, as needed, to meet other applicable audit requirements; and

H. The Department may monitor expenditures and activities of an applicant, as the Department deems necessary, to ensure compliance with Program requirements.

4. Remedies of Nonperformance

A. In the event that it is determined, at the sole discretion of the state, that the grantee is not meeting the terms and conditions of the Standard Agreement, immediately upon receiving a written notice from the Department to stop work, the grantee shall cease all work under the Standard Agreement. The Department has the sole discretion to determine that the grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the grantee to resume work under the Standard Agreement;

B. Both the grantee and the Department have the right to terminate the Standard Agreement at any time upon 30 days written notice. The notice shall specify the reason for early termination and may permit the grantee or the Department to rectify any deficiency(ies) prior to the early termination date. The grantee will submit any requested documents to the Department within 30 days of the early termination notice; and

C. There must be a strong implementation component for the funded activity through this Program, including, where appropriate, agreement by the locality to formally adopt the completed planning document. Localities that do not formally adopt the funded activity could be subject to repayment of the grant.

D. The Department may, as it deems appropriate or necessary, request the repayment of funds from an applicant, or pursue any other remedies available to it by law for failure to comply with Program requirements (Health and Safety Code section 50515.04(e).

5. Reporting

A. At any time during the term of the Standard Agreement, the Department may request a performance report that demonstrates satisfaction of all requirements identified in the Standard Agreement with emphasis on eligible activities, eligible uses, ineligible uses, and expenditures, according to timelines and budgets referenced in the Standard Agreement;

B. Awardees shall submit a report, in the form and manner prescribed by

Attachment: LEAP_Final_Clean_nolinks (RES-2021-38 : Local Early Action Planning Grant Ammendment)

the Department, to be made publicly available on its internet website, by April 1 of the year following the receipt of those funds, and annually thereafter until those funds are expended, that contains the following information:

- The status of the proposed uses listed in the entity's application for funding and the corresponding impact on housing within the region or jurisdiction; and
- A summary of building permits, certificates of occupancy, or other completed entitlements issued by entities within the region, or by the jurisdiction, as applicable.

C. The awardee must, in lieu of a separate report, provide the above described information as part of its annual report pursuant to Gov. Code Section 65400;
D. The Department may request additional information, as needed, to meet other applicable reporting requirements;
E. Upon completion of all deliverables within the Standard Agreement, the awardee shall submit a close out report. See Attachment 1; and
F. The Department shall maintain records of the following and provide that information publicly on its internet website:

- The name of each applicant for Program funds and the status of that entity's application;
- The number of applications for Program funding received by the Department; and
- The information described in 5(B) above for each recipient of Program funds.

XVII. Right to Modify or Suspend the NOFA, and Final Decision-making

The Department reserves the right, at is sole discretion, to suspend, amend, or modify the provisions of this NOFA at any time, including, without limitation, the amount of funds available hereunder. If such an action occurs, the Department will notify all interested parties and will post the revisions to the Department's website. You may subscribe to the Department's email list here: http://www.hcd.ca.gov/HCD_SSI/subscribe-form.html.

Further, the Department's decision to approve or deny an application or request for funding pursuant to the Program, and its determination of the amount of funding to be provided, shall be final.

Attachment: LEAP_Final_Clean_nolinks (RES-2021-38 : Local Early Action Planning Grant Ammendment)

XVIII. Definitions

All terms not defined below shall, unless their context suggests otherwise, be interpreted in accordance with the meanings of terms described in Health and Safety Code section 50470.

A. "Accelerating Housing Production" means improving the timing, cost, feasibility, approval and amount of development through various mechanisms such as zoning incentives (e.g., increased density and heights, reduced parking requirements), upzoning, zoning amendments to permit residential in non-residential zones, corridor planning, development standards modifications, non-discretionary review, financing strategies, sliding scale fee modifications, facilitating adequate infrastructure to support development, approval streamlining that addresses quickness and ease of entitlements, and other mechanisms that promote production or remove or mitigate regulatory barriers.

B. "Affordability" means a housing unit that satisfies at least one of the following criteria:

1. It is available at an "affordable rent" as that term is used and defined in Section 50053 of the Health & Safety Code;

2. It is offered at an "affordable housing cost", as that term is used and defined in Section 50052.5 of the Health & Safety Code; or

3. It is available at an "affordable rent" or an "affordable housing cost" according to the alternative percentages of income for agency-assisted rental and cooperative housing developments pursuant to Department regulations adopted under Health and Safety Code section 50462(f).

C. "Annual Progress Report" (APR) means the annual report required to be submitted to the Department pursuant to paragraph (2) of subdivision (a) of Section 65400 of the Government Code.

D. "Completed entitlement" means a housing development project that has received all the required land use approvals or entitlements necessary for the issuance of a building permit and for which no additional action, including environmental review or appeals, is required to be eligible to apply for and obtain a building permit.

E. "Council of governments" means a single or multicounty council created by a joint powers agreement pursuant to Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code that is responsible for allocating regional housing need pursuant to Sections 65584, 65584.04, and 65584.05 of the Government Code.

F. "Department" means the California Department of Housing and Community Development.

Attachment: LEAP_Final_Clean_nolinks (RES-2021-38 : Local Early Action Planning Grant Ammendment)

G. “Housing” means any development that satisfies both of the following criteria:

1. At least two-thirds of the square footage of the development must be designated for residential use; and

2. Includes a house, an apartment, a mobile home or trailer, a group of rooms, or a single room that is occupied as separate living quarters, or, if vacant, is intended for occupancy as separate living quarters. Separate living quarters are those in which the occupants live separately from any other individuals in the building, and which have a direct access from the outside of the building, or through a common hall.

Note: accessory dwelling units (ADU) and junior accessory dwelling units (JADU) pursuant to Gov. Code sections 65852.2 and 65852.22 meet the definition above.

H. “Housing Element” or “element” means the Housing Element of a community’s General Plan, as required pursuant to subdivision (c) of Section 65302 of the Government Code and prepared in accordance with Article 10.6 (commencing with Section 65580) of Chapter 3 of Division 1 of Title 7 of the Government Code.

I. “Jurisdiction” means any city, including a charter city, county, including a charter county or city and county, including a charter city and county.

J. “Local government” or “Locality” means any city, including a charter city, county, including a charter county or city and county, including a charter city and county.

K. “Objective zoning standard”, “objective subdivision standard”, and “objective design review standard” means standards that involve no personal or subjective judgment by a public official, and are uniformly verifiable by reference to an external and uniform benchmark or criterion available, and knowable by both the development applicant or proponent and the public official prior to submittal. “Objective design review standards” means only objective design standards published and adopted by ordinance or resolution by a local jurisdiction before submission of a development application, which are broadly applicable to development within the jurisdiction.

L. “Other Planning Priorities” means planning, policies, programs or investments to promote housing choices and affordability to lower and moderate income households, the encouragement of conservation of the existing affordable housing stock, and efforts to take into account current and future impacts of climate change, including hazard mitigation.

M. “Regional housing need assessment” means the existing and projected need for housing for each region, as determined by the Department pursuant to Section 65584.01 of the Government Code.

Attachment: LEAP_Final_Clean_nolinks (RES-2021-38 : Local Early Action Planning Grant Ammendment)

N. “State Planning Priorities” means priorities which are intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety in the state, including in urban, suburban, and rural communities pursuant to Gov. Code Section 65041.1.

O. “Streamlined Housing Production” means improving the entitlement process through actions such as removing, mitigating or minimizing local regulatory requirements, reforming the local approval process to reduce processing times, the number of local discretionary approvals and permits needed for projects, improving approval certainty, establishing non-discretionary processes, modifying development standards, such as reducing parking requirements and increasing height limits, or other efforts, such as taking the fullest advantage of existing streamlining mechanisms provided in state law.

Attachment: LEAP_Final_Clean_nolinks (RES-2021-38 : Local Early Action Planning Grant Ammendment)

Attachment 1
Close Out Reporting Form

Attachment: LEAP_Final_Clean_nolinks (RES-2021-38 : Local Early Action Planning Grant Ammendment)

LEAP Grant Close Out Reporting Template

Brief Summary

- Overview of the project
- Project start date and duration
- Project goals and relevance to LEAP goals
- Quantified outcomes

Lead Agency and Partnerships

- List lead agency and partnerships (including names, titles, organizations, and roles and responsibilities of each)
- What did those collaborative relationships and processes look like?

Drivers

- Did any local, state, or federal legislation or mandates drive the project? (SB 35, AB 1397, etc.)
- Was it a community driven effort?
- Were there additional funding opportunities present?

Engagement Process

- Who were your stakeholders?
- What did the engagement process look like?
- What role did stakeholders play in the process? (Keep in mind: training, education, council formation, technical assistance, etc.)
- What were the outcomes of the engagement process?

Challenges

- What challenges were encountered?
- What solutions were encountered or created?
- Are there areas for improvement of policy alignment at the state or federal level to help achieve this project more easily?

Attachment: LEAP_Final_Clean_nolinks (RES-2021-38 : Local Early Action Planning Grant Ammendment)

LEAP Grant Close Out Reporting Template

Outcomes

- What are the current or projected outcomes? Benefits?
- Were outcomes as anticipated?
- Have new opportunities arisen as a result of this project?
- What are the next steps?

Replicability

- What aspects of the project could be replicated in other communities?
- Useful resources and tools? For a specific region or sector?

Additional Resources

- Links to the project itself
- Links to resources used throughout and any other relevant resources

Further Information

- Who can be reached to ask more questions about this project?
- Name
- Number and/or email

Attachment: LEAP_Final_Clean_nolinks (RES-2021-38 : Local Early Action Planning Grant Ammendment)

MARIPOSA COUNTY BOARD OF SUPERVISORS
RESOLUTION NO. 2021_____

ADOPT A RESOLUTION OF THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY AUTHORIZING APPLICATION FOR, AND RECEIPT OF, LOCAL EARLY ACTION PLANNING GRANTS (LEAP) PROGRAM FUNDS

WHEREAS, the State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability (NOFA) dated January 27, 2020 for its Local Early Action Planning (LEAP) Program; and

WHEREAS, the Department is authorized to provide up to **$ 119,040,000** as part of the Local Early Action Planning Grants Program (LEAP or Program). LEAP is made available as a portion of the Local Government Planning Support Grants Program pursuant to Chapter 3.1 of Health and Safety Code (Sections 50515.03 (Chapter 159, Statutes of 2019). The Program provides funding to jurisdictions for the preparation and adoption of planning documents, process improvements that accelerate housing production, and facilitate compliance in implementing the sixth cycle of the RHNA; and

WHEREAS, the County of Mariposa, a political subdivision of California is considered a very small jurisdiction and eligible to receive up to $65,000 in LEAP funds for eligible activities; and

WHEREAS, the Board of Supervisors of Mariposa County desires to submit a project application for the LEAP program to accelerate the production of housing.

NOW, THEREFORE, THE Mariposa County Board of Supervisors RESOLVES AS FOLLOWS:

SECTION 1. The County Board of Supervisors is hereby authorized and directed to apply for and submit to the Department a Local Early Action Planning Program application in the amount of $65,000.

SECTION 2. In connection with the LEAP grant, if the application is approved by the Department, The Board of Supervisors Chair is authorized to enter into, execute, and deliver a State of California Agreement (Standard Agreement) for the amount of $65,000 and any and all other documents required or deemed necessary or appropriate to evidence and secure the LEAP grant, the County's obligations related thereto, and all amendments thereto (collectively, the "LEAP Grant Documents").

SECTION 3. The County shall be subject to the terms and conditions as specified in the Standard Agreement, the LEAP Grants Program Guidelines, and any applicable LEAP guidelines published by the Department. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the executed Standard Agreement. The County Board of Supervisors hereby agrees to use the funds for eligible uses in the manner presented in the application as approved by the

Attachment: RES_LEAP_2021 (RES-2021-38 : Local Early Action Planning Grant Ammendment)

Resolution No. 2021-
Department and in accordance with the LEAP NOFA, the LEAP Grants Program Guidelines, and 2020 LEAP Grants Program Application.

SECTION 4. The Board of Supervisors Chair is authorized to execute the County of Mariposa LEAP Program application, the LEAP Grant Documents, and any amendments thereto, on behalf of the County as required by the Department for receipt of the LEAP grant.

ADOPTED January 26, 2021, by the Board of Supervisors of the County of Mariposa, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Marshall Long, Chair
Mariposa County Board of Supervisors

Attest:

_____
René LaRoche,
Clerk of the Board of Supervisors

Approved as to Form:

_____
Steven W. Dahlem
County Counsel

Attachment: RES_LEAP_2021 (RES-2021-38 : Local Early Action Planning Grant Ammendment)

MARIPOSA COUNTY

Auditor · (209) 966-7606

MEETING: January 26, 2021

TO: The Board of Supervisors

FROM: Luis Mercado, Auditor

RE: Quarterly Audit Reports for Treasury Funds

TITLE OF PRESENTATION:
Receive Quarterly Audit Reports for Treasury Funds for the Second Quarter of Fiscal Year 2020-21(November 2020)

BACKGROUND AND HISTORY:

The Auditor reconciles the Treasury funds to the Auditor's records each month. Once each quarter, the monthly audit results are reported to the Board of Supervisors as required by California code. This is normally done for the middle month of each quarter. The results contained in this report are for the month of November 2020.

NEGATIVE ACTION:
Miss the opportunity to hear about the County's financials.

ATTACHMENTS:
Signed Auditor's Review (PDF)
Statement of Treasury's Condition (PDF)

RESULT: INFORMATION RECEIVED BY CONSENT VOTE

MARIPOSA COUNTY AUDITOR
POST OFFICE BOX 729
4982 10TH STREET
MARIPOSA, CALIFORNIA 95338

Luis Mercado, Auditor
Rebecca Smock, Assistant Auditor

Office: 209-966-7606
Fax: 209-966-7810

E-mail:
lmercado@mariposacounty.org
rsmock@mariposacounty.org

January 11, 2021

AUDITOR'S REVIEW AND AUDIT REPORT FOR TREASURY FUNDS

The Auditor's office conducts monthly audits of the Treasurer's cash and bank statements to ensure that they concur with the accounting records maintained by the Auditor. California Code, Title 3, Division 2, Part 3, Chapter 4, Article 2, Paragraph 26922 requires that, at least once each quarter, the results of this audit shall be filed in the office of the clerk of the Board of Supervisors.

The audit attached to this report is for the month of November 2020 (2nd Quarter of FY 20-21). The results of the audit were that the cash on hand with the Treasurer and the money held in the Treasurer's operating and investment bank accounts fully reconciled with the accounting records of the Auditor. The Auditor's records indicated total funds of $72,397,575.63. Of the Treasurer's total amount, cash on hand with the Treasurer on the last business day of November 2020 totaled $28,040.36, money in the Treasurer's operating bank accounts totaled $8,315,999.17, and the balance of the County's investments was $64,053,536.10.

Luis Mercado
County Auditor

Attachment: Signed Auditor's Review (11355 : Quarterly Audit Reports for Treasury Funds)

FILED
JAN 11 2021
KEITH M. WILLIAMS
MARIPOSA COUNTY CLERK
KAREN M. HERMAN

STATEMENT OF TREASURY'S CONDITION

STATE OF CALIFORNIA
County of Mariposa

On the 30th day of November 2020, the undersigned Deputy Auditor of said Mariposa County, counted the money in its treasury, and verified in duplicate as follows:

MONEY IN TREASURY:

CURRENCY:	100's	$16,500.00	
	50's	$2,000.00	
	20's	$8,500.00	
	10's	$340.00	
	5's	$445.00	
	2's		
	1's	$222.00	
	CURRENCY:		$28,007.00
COIN:	SILVER DOLLAR		
	50		
	25	$22.50	
	10	$7.80	
	5	$2.65	
	1	$0.41	
	COIN:		$33.36
	TREASURY TOTAL CASH:		**$28,040.36**

Luis M. Mercado
County Auditor

By: _____
Deputy Auditor

Reconciliation with Auditor's Books:

AUDITOR'S CASH BALANCE AS OF THE 30th day of November 2020		$67,886,546.46
	Outstanding Checks:	$4,511,029.17
	AUDITOR'S :	**$72,397,575.63**
Treasury Balance:		
	Cash in Treasury:	$28,040.36
	Cash Deposit in Transit	
	Active Bank Accounts:	$8,315,999.17
	Invested Bank Accounts:	$64,053,536.10
	TREASURY :	**$72,397,575.63**
Bank Adjustments:		
	TOTAL TREASURY:	**$72,397,575.63**

Attachment: Statement of Treasury's Condition (11355 : Quarterly Audit Reports for Treasury Funds)

MARIPOSA COUNTY

Building · (209) 966-3934

MEETING: January 26, 2021

TO: The Board of Supervisors

FROM: Mike Kinslow, Building Director

RE: Building Department Advisory and Appeals Board Appointment

---

RECOMMENDATION AND JUSTIFICATION:

Appoint Daniel Weiland to the Building Department Advisory and Appeals Board Representing District V with a Term Expiring on January 6, 2025.

The Building Department Advisory and Appeals Board was created by Resolution No. 86-92. Each supervisorial district is represented by one regular member who shall reside within the respective district. The term for each member runs concurrent with the term of each Supervisor.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors last made appointments to this board on March 18, 2014.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Failure to approve this appointment will leave this board without District V representation.

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Tom Sweeney, District II Supervisors
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

MARIPOSA COUNTY

Building · (209) 966-3934

MEETING: January 26, 2021

TO: The Board of Supervisors

FROM: Mike Kinslow, Building Director

RE: Building Department Advisory and Appeals Board Appointment

---

RECOMMENDATION AND JUSTIFICATION:

Appoint Mark Becker to the Building Department Advisory and Appeals Board Representing District II with a Term Expiring on January 6, 2025.

The Building Department Advisory and Appeals Board was created by Resolution No. 86-92. Each supervisorial district is represented by one regular member who shall reside within the respective district. The term for each member runs concurrent with the term of each Supervisor.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors last made appointments to this board on March 18, 2014.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Failure to approve this appointment will leave this board without District II representation.

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Tom Sweeney, District II Supervisors
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

MARIPOSA COUNTY

Clerk of the Board of Supervisors · (209) 966-3222

MEETING: January 26, 2021

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: CAO (Purchasing Agent) Signed Agreements

RECOMMENDATION AND JUSTIFICATION:
Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered into, Received and Processed in December of 2020.

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board last received a synopsis of CAO Executed Agreements in December of 2020 for Agreements received in November 2020.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board will be unaware of the contracts that the CAO has authorized.

ATTACHMENTS:
CAO approved agreements 1-19-21 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Tom Sweeney, District II Supervisors
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

BOARD REPORT ON CAO EXECUTED CONTRACTS

Board Agenda Item for January 19, 2021

Contractor	Amount	Term	Service	Department
Silver and Wright, LLP	$5,500.00	7-1-20 to 6-30-2021	Amendment 1. Legal services	Planning
PA= Purchasing Agent (CAO)				
APA= Assistant Purchasing Agent (Department Head)				

Attachment: CAO approved agreements 1-19-21 (2021-9 : CAO (Purchasing Agent) Signed Agreements)

MARIPOSA COUNTY

Clerk of the Board of Supervisors · (209) 966-3222

MEETING: January 26, 2021

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: Department Head Signed Agreements

RECOMMENDATION AND JUSTIFICATION:
Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in December of 2020.

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board last received a synopsis of CAO Executed Agreements in December of 2020 for Agreements received in November 2020.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board will be unaware of the contracts that the Department Heads have authorized as Assistant Purchasing Agents.

ATTACHMENTS:
Department Head approved agreements 1-19-21 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Tom Sweeney, District II Supervisors
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

BOARD REPORT ON DPARTMENT HEAD EXECUTED CONTRACTS

Board Agenda Item for January 19, 2021

Contractor	Amount	Term	Service	Department
Johnson Plumbing Industrial, Inc	$2,032	11-5-2020 through 6-30-2021	Commercial Plumbing Services	SO
PA= Purchasing Agent (CAO)				
APA= Assistant Purchasing Agent (Department Head)				

Attachment: Department Head approved agreements 1-19-21 (2021-10 : Department Head Signed

MARIPOSA COUNTY

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

MARSHALL LONG, CHAIR	**DISTRICT III**
ROSEMARIE SMALLCOMBE, VICE-CHAIR	**DISTRICT I**
TOM SWEENEY	**DISTRICT II**
WAYNE FORSYTHE	**DISTRICT IV**
MILES MENETREY	**DISTRICT V**

ACTION SUMMARY MINUTES

January 5, 2021

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

Attendee Name	Title	Status	Arrived
Tom Sweeney	District II Supervisors	Present	9:00 AM
Wayne Forsythe	District IV Supervisor	Present	9:00 AM
Rosemarie Smallcombe	District I Supervisor	Present	9:00 AM
Marshall Long	District III Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Present	9:00 AM

B. Pledge of Allegiance

Vice-Chair Long led the Pledge.

C. Introductions

None.

D. Swearing in of New Officials

9:01 AM Judge Michael Fagalde administered the Oath of Office to Supervisors Sweeney, Forsythe, and Menetrey.

E. Selection of Chair and Vice-Chair

1. **Clerk of the Board of Supervisors** **RES-2021-1**

Selection of the Board of Supervisors Chair for 2021

René LaRoche/Clerk of the Board gave the staff report. No public input. Board discussion ensued regarding the tradition of rotating through members. Supervisors Menetrey and Smallcombe expressed their discomfort with following that tradition this year.

ACTION: ***Marshall Long was selected as the 2021 Board Chair.***

Minutes Acceptance: Minutes of Jan 5, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

RESULT: **ADOPTED [3 TO 2]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Tom Sweeney, District II Supervisors
AYES: Tom Sweeney, Wayne Forsythe, Marshall Long
NAYS: Rosemarie Smallcombe, Miles Menetrey

2. **Clerk of the Board of Supervisors** **RES-2021-2**

Selection of the Board of Supervisors Vice-Chair for 2021

René LaRoche gave the staff report. No public input. In response to the motion and second to select Supervisor Smallcombe, Supervisor Long requested assurance that agenda review meetings would proceed in his absence. Supervisor Smallcombe affirmed, and explained that she stopped calling agenda review meetings when she was the Chair to free staff time.

ACTION: ***Rosemarie Smallcombe was selected as the 2021 Board Vice-Chair.***

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Sweeney, Forsythe, Smallcombe, Long, Menetrey

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

No public comment. Clarification was provided by Shannon Gadd/Health and Human Services Agency (HHSA) Director and Joe Lynch/Deputy Director regarding CA4 that this is an ongoing effort, and that the American Indian Council will not get the extra cash if they spend less for a vehicle than the allotted amount. Supervisor Smallcombe extended thanks to the volunteer in CA 9. Supervisor Forsythe extended thanks to the volunteers in CA9 and CA12.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Miles Menetrey, District V Supervisor

AYES: Sweeney, Forsythe, Smallcombe, Long, Menetrey

CA1. **Health and Human Services** **RES-2021-3**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services** **RES-2021-4**

Resolution Continuing the Public Health Local Emergency Due to the COVID-19 Pandemic

CA3. **Sheriff's Office** **RES-2021-5**

Resolution Continuing the Local Emergency Due to the COVID-19 Global Pandemic

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CA4. **HHS/Behavioral Health & Recovery Services RES-2021-6**

Approve an Agreement with the American Indian Council of Mariposa to Provide Mental Health Services in the Amount Not to Exceed $130,042.30; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA5. **HHS/Behavioral Health & Recovery Services RES-2021-7**

Approve First Amendment to Agreement with JDT Consultants, Inc., Increasing the Agreement Amount by $50,000 to a New Amount Not to Exceed $100,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA6. **HHS/Behavioral Health & Recovery Services RES-2021-8**

Approve First Amendment to Agreement with Sierra Quest Boys Academy Increasing the Amount by $200,000 to a New Amount Not to Exceed $300,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA7. **Health and Human Services RES-2021-9**

Approve the First Amendment to Vendor Agreement with the Amador Tuolumne Community Action Agency (ATCAA) to Extend the Term of the Agreement to October 31, 2021; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA8. **HHS/Community Services 2021-1**

Approve the Reappointment of Brenda Sweeney to the Mariposa County Commission on Aging Representing District II for a Term Coinciding with the Term of District II Supervisor Expiring January 6, 2025

CA9. **HHS/Community Services 2021-2**

Approve the Reappointment of Linda Pribyl to the Mariposa County Commission on Aging Representing District IV for a Term Coinciding with the Term of District IV Supervisor Expiring January 6, 2025

CA10. **Human Resources RES-2021-10**

Approve Amendments to the Legal Executive Assistant and Legal Executive Assistant-Confidential Job Descriptions

CA11. Considered Separately

CA12. **Planning 2021-11**

Appoint Deni Smith as Planning Commissioner Representing District IV for a Term Coinciding with the Term of District IV Supervisor Expiring January 6, 2025 (Wayne Forsythe)

G. Item Considered Separately

CA11. **Planning (ID # 11288)**

Appoint Merlin Jones as Planning Commissioner Representing District II for a Term Coinciding with the Term of District II Supervisor Expiring January 6, 2025 (Thomas Sweeney)

Tom Sweeney/District II Supervisor acknowledged and discussed the public

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comment that has been received. He advised that he spoke to a lot of people but did not generate much interest; reported that this was noticed by the Planning Department; noted that County Code Chapter 2.52.030 ordains the district supervisor nominates his/her Planning Commissioner; advised that no other applications were received prior to the preparation of the Board item; and noted that he was recently advised that another individual was interested in serving but is hesitant to appoint someone with philosophical differences. No public comment. Supervisor Forsythe inquired if it is legal for a former supervisor to serve on the Planning Commission. Steven W. Dahlem/County Counsel advised that there is no legal prohibition; and that this member would be subject to the same conflict of interest regulations as any other member. Supervisor Forsythe also inquired if appointment of a supervisor's nominee was automatic. County Counsel noted that it is not. Supervisor Forsythe discussed the time and energy that Merlin Jones has given to the community and youth groups but noted that he feels it is time for change of new leadership; and discussed his preferred leadership demographic.

Supervisor Sweeney made the motion to appoint Merlin Jones. The motion failed for a lack of a second.

RESULT: DIED FOR A LACK OF A SECOND

H. Board Recognitions

1. **Board of Supervisors 2021-4**

Proclaim the Month of January 2021 as "Human Trafficking Awareness Month" (Kaitlyn Wardle of Mountain Crisis Services and the CSEC Protocol Team)

Kaitlyn Wardle/Mountain Crisis Services gave the staff report. No public comment. Board members extended thanks for the proclamation and discussed the horror of the situation.

Chair Long presented the proclamation to Ms. Wardle and CJ Cameron.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Sweeney, Forsythe, Smallcombe, Long, Menetrey

I. Departmental Presentation

Kristina Allen/Health and Human Services Agency Deputy Director of Public Health advised that they have established a testing travel team and that testing sites will be in Yosemite and Coulterville. She also noted that the sites will be operated by LHI with walk-ins accepted but appointments encouraged, as they only have so many tests each day. Dr. Allen also reported that vaccinations are progressing rapidly and that we have moved into 1B, which is emergency responders, with educators to be vaccinated after that. She also noted that a shipment of Moderna vaccines have been received, with the first round being from Pfizer; and advised that they will be picking up the second doses today or tomorrow and will give those vaccinations by the end of the week. Dr. Allen also noted that the County has hit its surge with Thursday seeing the highest number of 18 cases, 10 on Saturday, and 11 yesterday and that this will

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likely move us into the Purple Tier when the Stay at Home Order is lifted. In response to Supervisor Long's inquiry, Dr. Allen confirmed that we are currently in the Red Tier. Supervisor Sweeny and Dr. Allen discussed the ways that the travel testing will be advertised. Supervisor Forsythe and Dr. Allen discussed the planning for vaccination sites; how the version of vaccine is tracked for each patient; and the messaging regarding priority groups and the need to register online for a vaccination. In response to Supervisor Long's inquiry, Dr. Allen confirmed that our flu numbers are lower and attributed it to people wearing masks and taking other precautions. Supervisor Smallcombe and Dr. Allen discussed our testing numbers and how having the traveling team will increase the overall number of available tests.

Dallin Kimble/County Administrative Officer (CAO) reported that the recruitment for the Assistant CAO position closed yesterday. Mr. Kimble also advised that he is working on the County's Legislative Platform again and noted that anyone with possible inclusions should contact him. He also discussed the implementation of the Enterprise Resource Planning (ERP) system, noting that we are in the testing and training phase; and advised that the California Relief Grant deadline has been extended to January 13, 2021 due to the GoBiz web server crashing. In response to Supervisor Long's question, Mr. Kimble noted that people can get information about the grant on the County's website, on the GoBiz website, or by contacting Tara Schiff. He also discussed the Board's preference with regard to its meetings. The Board concurred with keeping the meetings open to the public.

Steve Ward/County Fire - CAL Fire Chief advised that CAL FIRE went to baseline staffing, and noted that the County has moved into the Amador plan for Mariposa, Coulterville, and Usona stations which continue to be staffed under that plan with the minimum two people. Chief Ward also noted a new fire academy has started.

Jeremy Briese/Sheriff - Coroner - Public Administrator discussed the litter and vandalism sometimes left by tourists who come up to enjoy the snow and noted his commitment to having a deputy sheriff in the Fish Camp/Yosemite West areas. Sheriff Briese also advised that he will be having a secondary deputy patrolling North County on Thursdays, Fridays, and Saturdays, and that the decision is based on deputy safety. Supervisor Sweeney extended thanks for the additional North County deputy. Supervisor Sweeney and Sheriff Briese discussed the litter problem and which agencies enforce litter laws. Supervisor Long noted his appreciation for Sheriff Briese working a night shift in North County. Supervisor Smallcombe extended thanks for the time the Sheriff spent to educate her regarding what happens during snow days in Yosemite West.

Pete Judy/Chief Probation Officer extended thanks to the Health Department for the vaccination he received yesterday. He also extended compliments to Mike Healy and Public Works for the remodel that they did of the Health Department office.

In response to an inquiry from Supervisor Menetrey, Mike Healy/Public Works Director noted that signage for the Fish Camp parking ordinance is waiting an on encroachment permit from Caltrans.

Supervisor Menetrey advised of a flyer he saw in Midpines that stated that the library could not reopen without donations; noted his confusion since the Board approved a budget of $598,000 for the library; advised that the library liaisons have not shared anything with the Board; and requested that the Librarian come and advise the Board.

J. Public Comment on Non-Agenda Items

Tracy Gauthier/Deputy Clerk of the Board II and Danielle Bondshu/Deputy

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Clerk of the Board II recognized René LaRoche/Clerk of the Board for earning her Master degree and requesting her presence at the podium.

10:30 AM Tracy Gauthier substituted in as clerk.

Ms. Wardle and the Board members presented Ms. LaRoche with flowers.

10:28 AM Chair Long recessed the meeting for a brief break and reconvened at 10:39 AM with Ms. LaRoche as clerk.

René LaRoche gave thanks to all, especially her staff, for their support during her educational program.

Mike Healy extended congratulations to Ms. LaRoche.

Recessed Board of Supervisors

10:41 AM Chair Long recessed the Board meeting, followed by the Clerk of the Board reading the Government Code announcement.

K. LOCAL TRANSPORTATION COMMISSION

10:42 AM Chair Long convened the Local Transportation Commission (LTC) meeting with all commissioners present.

Public Comment Period

None.

LTC Regular Agenda

1. **Clerk of the Board of Supervisors LTC-2021-1**

Selection of 2021 Local Transportation Commission Chair

Board discussion. No public comment.

ACTION: *Marshall Long was selected as the 2021 Local Transportation Commission Chair.*

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Miles Menetrey, District V Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Sweeney, Forsythe, Smallcombe, Long, Menetrey

2. **Clerk of the Board of Supervisors LTC-2021-2**

Selection of 2021 Local Transportation Commission Vice-Chair

René LaRoche gave the staff report. No public input.

ACTION: Wayne Forsythe was selected as the 2021 Local Transportation Commission Vice-Chair.

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RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Sweeney, Forsythe, Smallcombe, Long, Menetrey

3. **Public Works** **LTC-2021-3**

Authorize the Executive Director to Submit a Request for Highway Infrastructure Program (HIP) Funding in the Amount of $133,415 for the Major Collectors Striping Project

Mike Healy/Executive Director gave the staff report. No public input.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Tom Sweeney, District II Supervisors
AYES: Sweeney, Forsythe, Smallcombe, Long, Menetrey

Adjourn LTC

10:51 AM Chair Long adjourned the LTC meeting.

Reconvene as Board of Supervisors

10:51 AM Chair Long reconvened the Board of Supervisors meeting.

L. Regular Agenda Items

1. **Public Works** **2021-ORD-1159**

Waive the Second Reading and Adopt "An Ordinance Amending Section 10.08.020 of the Mariposa County Code Titled 'Stopping, Parking, or Standing Prohibited Where' by Adding Seasonal Provisions for Forest Drive Railroad Avenue, Laurel Way, Fish Camp Lane, and Silvertip Lane as Subsections T through X"

René LaRoche explained a new law that went into effect on January 1, 2021, which provides that the ordinance title no longer needs to be read into the record when it is contained in the agenda item, when the ordinance is part of the agenda packet, and when a copy is available at the meeting.

Mike Healy/Public Works Director gave the staff report. No public comment.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Sweeney, Forsythe, Smallcombe, Long, Menetrey

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2. **Administration RES-2021-12**

Open Sealed Bids for the Darrah Schoolhouse Lease; Award the Successful Bid; and Authorize the Board of Supervisors Chair to Sign a Lease with the Terms Specified (Subject to Approval as to Legal Form by County Counsel)

Chair Long gave an overview of the bid process. Dallin Kimble noted that the lease term needs to be updated to start today and run through June 30, 2024, with the remaining terms being the same. The Clerk of the Board opened one bid and presented it to the Chair. The Chair read the bid. At the Chair's request, the CAO confirmed that the bid conformed to the terms and conditions of the Board resolution. The Chair noted that the bid is for the period January 11, 2020 through June 30, 2024. The CAO noted that the agreement will be amended based on the proposal. The Chair noted that it should state January 11, 2021, and the CAO affirmed. The Chair declared the bid of Lori Dixon as the high bid and inquired if a deposit was necessary. County Counsel clarified that no deposit is required. Chair Long called for verbal bids, noting that they must be at least 5% more than the previous bid. No verbal bids were made. Discussion ensued regarding who provides the signage to advise the public that the property would be for the sole use of the daycare during its operating hours. The CAO noted that he would work with Public Works on the matter.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Sweeney, Forsythe, Smallcombe, Long, Menetrey

3. **Administration RES-2021-13**

Approve a Sub-Recipient Agreement with Self-Help Enterprises for 2019 HOME Funds for Mortgage Assistance and Owner Occupied Housing Rehabilitation; and Authorize the Board of Supervisors Chair to Sign the Agreement

Dallin Kimble introduced Ben Goger/Housing Development Specialist who gave the staff report. No public input. Board discussion ensued.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Sweeney, Forsythe, Smallcombe, Long, Menetrey

4. **Clerk of the Board of Supervisors RES-2021-14**

Set the Board's 2021 Meeting Schedule

René LaRoche gave the staff report noting that there is no January Strategic Meeting, and she inquired as to what the Board wanted to do with the December 21st meeting. No public comment. Board discussion ensued.

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ACTION: ***Adopt the schedule as presented with the special meeting for the Strategic Planning in January removed, and with the December 21, 2021 meeting cancelled.***

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Tom Sweeney, District II Supervisors
AYES: Sweeney, Forsythe, Smallcombe, Long, Menetrey

5. **Clerk of the Board of Supervisors (ID # 11049)**

Review and Select Board Members to Serve as 2021 Policy Area Liaisons

René LaRoche gave the staff report. No public comment. Board discussion ensued.

DIRECTION:

- ***Substitute Supervisor Sweeney for Jones as the Developmental Services liaison.***
- ***Substitute Supervisor Forsythe for Jones as the Fire liaison.***
- ***Substitute Supervisor Sweeney for Jones as the Fiscal & Educational Services liaison; strike Insurance from the Policy Areas column; and strike Data Processing/Technical Services and Risk Management from the Departments column.***
- ***Substitute Supervisor Smallcombe for Jones as the General Government liaison; strike Fire Services from the Policy Areas column; add Risk Manager after County Counsel in the Departments column; and strike Human Resources from the Departments column.***

RESULT: **DIRECTION GIVEN**

6. **Clerk of the Board of Supervisors (ID # 11050)**

Appoint Board Members as Contact Area Liaisons for 2021

René LaRoche gave the staff report. No public comment. Board discussion ensued.

DIRECTION:
Changes to the Board Member Contact Areas were as follows:

- ***Remove Supervisor Cann as a Ferguson Project contact; and substitute the Public Works Director for the CAO as the lead contact person.***
- ***Substitute Supervisor Forsythe for Kevin Cann as a contact for the John C. Fremont Healthcare District.***
- ***Substitute Supervisor Sweeney for Jones as a contact for the State Mineral Museum.***

RESULT: **DIRECTION GIVEN**

7. **Clerk of the Board of Supervisors RES-2021-15**

Selection of Board Members as 2021 Agency Representatives

René LaRoche gave the staff report. No public comment. Board discussion ensued.

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ACTIONS:

Changes to the Agency Representative list were as follows:

- ***Add California Forest Management Task Force to the list with Supervisor Smallcombe as the representative. (Gubernatorial appointment.)***
- ***Add Regional Coalition to Address Fire Preparedness, Forest Health and Community Resilience to the list with Supervisors Smallcombe and Long as the representatives.***
- ***Substitute Supervisor Smallcombe for Jones as a representative to the Calaveras-Mariposa Community Action Agency, with Supervisors Sweeney and Forsythe appointed as alternates.***
- ***Substitute Supervisor Sweeney in as the Representative to the Central Sierra Connect (CSC) Policy and Technical Committees, with Supervisor Smallcombe as the Alternate.***
- ***Substitute Supervisor Forsythe in as the Alternate to the Central Sierra Economic Development District Committee (CSEDD).***
- ***Substitute Supervisor Forsythe in as the Alternate for the Job Connection Mariposa Governing Board (Mother Lode Job Training).***
- ***Substitute Supervisor Forsythe in as the Alternate to the Joint Powers Authority of the Central Sierra Economic Development District (CSEDD).***
- ***Substitute Supervisor Menetrey in as Representative for the Mountain Counties Air Basin, with Supervisor Long as the Alternate.***
- ***Substitute Supervisor Menetrey in as the Representative for the National Association of Counties (NACo), with the remainder of the Board as Alternates.***
- ***Substitute Supervisor Menetrey in as the Representative for the RCRC - Environmental Services JPA's for Solid Waste.***
- ***Substitute Supervisor Menetrey in as the Representative for the Golden State Finance Authority (GSFA), with Supervisor Long as the First Alternate.***
- ***Substitute Supervisor Long in as the Representative for the San Joaquin Valley Regional Association of California Counties.***
- ***Substitute Supervisor Forsythe in as the Alternate for Sierra Nevada Conservancy.***
- ***Substitute Supervisors Sweeney and Forsythe in for Supervisors Jones and Cann as Alternates to the Yosemite Area Regional Transportation System (YARTS) JPA.***
- ***Substitute Supervisor Smallcombe in as the Representative to the Yosemite/Mariposa County Tourism Bureau, with Supervisor Forsythe named as the Second Board Representative.***
- ***Substitute Supervisors Sweeney and Forsythe in for Supervisors Jones and Cann as Alternates to the Yosemite/Sequoia Resource Conservation and Development Council.***

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Wayne Forsythe, District IV Supervisor
SECONDER:	Tom Sweeney, District II Supervisors
AYES:	Sweeney, Forsythe, Smallcombe, Long, Menetrey

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8. **Clerk of the Board of Supervisors RES-2021-16**

Review and Select Board Member Representation on County Committees

No public comment. René LaRoche gave the staff report, and recommended that the AB939 Taskforce appointments align with the Infrastructure Policy area liaisons. Board discussion ensued.

ACTION:

- ***Rosemarie Smallcombe was reappointed to First Five of Mariposa County for a term from January 5, 2021 to January 5, 2024.***
- ***Marshall Long was appointed to the Local Agency Formation Commission (LAFCo) in place of Merlin Jones, for the remainder of Supervisor Jones' term expiring on March 14, 2021, and for a successive term extending from March 14, 2021 to March 13, 2025; Supervisor Sweeney was substituted in for Supervisor Long as the LAFCo Alternate, with an expiration date of January 2, 2023.***
- ***Supervisors Sweeney and Forsythe were appointed to the Mariposa County Solid Waste AB939 Task Force, for continuous terms.***
- ***Supervisors Long and Smallcombe were appointed to the Mariposa County Safety Committee for terms running from January 8, 2021 to January 8, 2022.***

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Miles Menetrey, District V Supervisor
SECONDER:	Rosemarie Smallcombe, District I Supervisor
AYES:	Sweeney, Forsythe, Smallcombe, Long, Menetrey

M. Items removed from Consent Agenda

None.

N. Board Information

The Board opted to skip Board Information today. However, Supervisor Smallcombe extended welcome to the new Board members.

Mike Healy also advised that the in-depth update on the Ferguson Project which the Board requested at a previous meeting has been scheduled for February 23, 2021 at 2:00 PM.

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O. Adjournment

12:33 PM Chair Long adjourned the meeting in memory of Jimmy "Jim" Verdugo, Gilbert Perry Erickson, Diane Marie Kinsch, and Charles Andrew Carisio.

Respectfully submitted,

René LaRoche
Clerk of the Board

Tracy Gauthier
Deputy Clerk of the Board II

Marshall Long
Chair, Board of Supervisors

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MARIPOSA COUNTY

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

MARSHALL LONG, CHAIR	**DISTRICT III**
ROSEMARIE SMALLCOMBE, VICE-CHAIR	**DISTRICT I**
TOM SWEENEY	**DISTRICT II**
WAYNE FORSYTHE	**DISTRICT IV**
MILES MENETREY	**DISTRICT V**

ACTION SUMMARY MINUTES

January 12, 2021

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

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:00 AM
Tom Sweeney	District II Supervisors	Present	9:00 AM
Marshall Long	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 Long led the Pledge.

C. Introductions

Dallin Kimble/County Administrative Officer (CAO) introduced Joe Lynch, noting that he has been promoted to the Assistant CAO position and discussed his work at the Health and Human Services Agency (HHSA). Mr. Lynch/Division Director of HHSA extended thanks to Mr. Kimble and extended thanks to his wife and family. Chair Long congratulated Mr. Lynch on behalf of the Board.

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

During public comment, Jeremy Briese/Sheriff - Coroner - Public Administrator noted a correction to CA15.

Supervisors Menetrey and Forsythe extended thanks to the volunteer in CA6, and Supervisor Smallcombe extended thanks to the volunteer in CA8. Regarding CA10, Supervisor Long and Mike Healy/Public Works Director discussed that the application of the pre-emergent herbicide has almost been completed. Mr. Healy discussed the purchase of skid steers last year and the plan to use them in applicable areas for mechanical clearing. Mr. Healy noted that he also talked to the Fire Chief about conducting some training burns, as well. Regarding CA11, Supervisor Menetrey and Mr. Healy discussed whether the property purchased downstream from the jail has been considered for the project. Mr. Healy noted that it had but that the project was

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put on hold due to budget constraints and that this amendment allows them to be paid for the work they have already completed, but that they will continue to investigate siting when the project kicks off again. In response to Supervisor Long's inquiry regarding CA12, Mr. Healy affirmed that the extension is needed as they are still in negotiations. Regarding CA14, Supervisor Menetrey inquired regarding the fascia and trusses being part of the bid. Mr. Healy noted that rather than be surprised with a need for more work and funding, they advertise for the worst that can be anticipated, and then amend the scope and contract downward via change order if the work is not needed. Supervisor Menetrey discussed his disappointment with state regulations that increase costs. Discussion ensued between Supervisors Menetrey and Long, and Mr. Healy regarding the trusses. In response to Supervisor Smallcombe's request, Sheriff Briese elaborated on the SAFE program, which is funded by CA15.

CORRECTION:

CA15: Delete the sentence in the staff report that states that they do not know the grant amount since they do; and authorize acceptance of the grant.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Miles Menetrey, District V Supervisor

SECONDER: Tom Sweeney, District II Supervisors

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

CA1. **Health and Human Services** **RES-2021-18**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services** **RES-2021-19**

Resolution Continuing the Public Health Local Emergency Due to the COVID-19 Pandemic

CA3. **Sheriff's Office** **RES-2021-20**

Resolution Continuing the Local Emergency Due to the COVID-19 Global Pandemic

CA4. **Administration** **RES-2021-21**

Approve Noticing for Title III Funding Proposals from the Secure Rural Schools and Community Self-Determination Act of 2000 in the Amount of $38,500; and Begin the 45-Day Comment Period

CA5. This item Considered Separately

CA6. **Building** **2021-5**

Appoint Randy Brower to the Building Department Advisory and Appeals Board Representing District IV with a Term Expiring on January 6, 2025

CA7. **Health and Human Services** **RES-2021-22**

Approve Membership Certification for the Mariposa County Local Child Care Planning Council; and Authorize the Board of Supervisors Chair to Sign the Certification

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CA8. **Health and Human Services RES-2021-23**

Re-Appoint Gwen Nitta to the Local Child Care Planning Council (LCCPC) for a Three Year Term Expiring January 12, 2024

CA9. **Planning 2021-6**

Appoint John McCamman as Planning Commissioner for District V for a Term Coinciding with the Term of Supervisor Menetrey, District V Expiring January 6, 2025

CA10. **Public Works RES-2021-24**

Approve Third Amendment with California Reforestation for Roadside Herbicide and Pre-Emergent Spraying to Extend the Term of the Agreement to May 31, 2021; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA11. **Public Works RES-2021-25**

Approve First Amendment with Vanir Construction Management, Inc. for Space Needs Assessments & Constructability of New Law Enforcement Facility to Extend the Term of the Agreement to December 31, 2022; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA12. **Public Works RES-2021-26**

Approve Second Amendment to the Agreement with Airborrn Aviation Services for Airport Services to Extend the Term Until June 30, 2021; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA13. **Public Works RES-2021-27**

Adopt a Resolution Seeking Approval for the Leonard Road Surface Project Utilizing Congestion Mitigation Air Quality (CMAQ) Program Funding in the Amount of $900,000

CA14. **Public Works RES-2021-28**

Authorize the Director, Public Works and Transportation to Advertise, Accept Bids and Award Contract(S) for the Replacement of Three (3) Fire Station Roofs Provided Bids Received Are Within Budget (Subject to Approval as to Legal Form by County Counsel)

CA15. **Sheriff's Office RES-2021-29**

Adopt a Resolution of Authorization to Apply for Fiscal Year 2020 State Homeland Security Grant; and Accept Grant Funding When and If the Application is Approved

E. Considered Separately

CA5. **Board of Supervisors**

Accept the Minutes of Tuesday, December 22, 2020

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RESULT: **ADOPTED [3-0]**

MOVER: Miles Menetrey, District V Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Smallcombe, Long, Menetrey

ABSTAIN: Sweeney, Forsythe

F. Departmental Presentation

Eric Sergienko/Health Officer reported that at this point, were we to come out of the Stay at Home Order, the County would go into the Purple Tier. He also encouraged everyone to do what they can to limit their travel; and reported on 39 active cases and one hospitalization. Dr. Sergienko also discussed the markedly higher rate of hospitalizations and fatalities in Tuolumne County and noted that, typically, there are more hospitalizations 7 to 14 days after a surge. He also noted that they are moving very briskly through the vaccine tiers; noted that they are moving into Phase 1-B; advised that the Sheriff and Undersheriff received their vaccinations; and request Board help with interfacing with the Food and Ag sector. Dr. Sergienko also noted that, from what he has heard from the media, we may be the first county to vaccinate our teachers and discussed how that will proceed. He also noted that they continue to monitor what's going on in the region around us, and that ICU capacity in the San Joaquin Valley is still effectively zero percent; reported that most concerning today was a drop in available ICU beds in the Northern California Region from 25-30% to below 20%; and advised that we are helping out our adjacent county by vaccinating our residents who work in health care elsewhere. Supervisor Long and Dr. Sergienko discussed the spread of the virus via large social gatherings as well as travel outside of the county. At Supervisor Sweeney's request, Dr. Sergienko elaborated on the vaccination pre-registrations and the various vaccination tiers. Supervisor Menetrey noted communicating with Kristina Allen last week and reported that we are ahead of a lot of the state and extended kudos to the Public Health team for their efforts. Dr. Sergienko acknowledged his team and their efforts. Supervisor Smallcombe inquired if they had thought about reaching out to Robin Smith of NRCS and Melinda Barrett of the RCD for the Food and Ag sector. Dr. Sergienko affirmed that they had. At Supervisor Smallcombe's request, Dr. Sergienko discussed current modeling which shows a decrease but caution that there are competing factors which may affect that. Supervisor Long requested information regarding the Ag worker sector to disseminate to the Farm Bureau and its members.

Shannon Gadd/HHSA Director extended kudos to the Public Health Team for all of their efforts, and noted that she thinks their success comes down to the knowledge and preparation of their team, and the dedication to the community coming out of every agency. Ms. Gadd also extended congratulations to Mr. Lynch on his new opportunity.

Mike Healy/Public Works Director extended kudos to the team at HHSA for various programs that they have implemented; and congratulated Mr. Lynch on his promotion, as well as his wife Stacy. Mr. Healy also reported on the Monday Pilot Program at the landfill noting that it is going very well and that they are seeing more people taking advantage of it. He reminded that it operates from 8:00 AM to 2:00 PM

Minutes Acceptance: Minutes of Jan 12, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

every Monday, and that they will take three bags of garbage plus recycling. Mr. Healy also discussed a new recycling program, in which they prevent recyclables from ending up in the landfill by taking bids on trucking and sending the recycling off to a larger recycler. He noted that it saves them manpower and increase their diversion rates. He also noted that there has been a lot of Facebook chatter about people wanting to clean up the roadsides and he advised that he welcomes that volunteerism on County maintained roads. Mr. Healy noted that anyone wanting to do that should contact him as they are happy to partner with the community members and will bring traffic control and a truck if someone wants to do the work. Supervisor Long and Mr. Healy discussed what has been happening with recyclables at the State level.

G. Public Comment on Non-Agenda Items

None.

H. Regular Agenda Items

1. **Board of Supervisors (ID # 11340)**

Receive a Presentation from Mariposa County Safe Families, Inc. Program Director (Board Chair)

Lester Bridges/Mariposa County Safe Families (MCSF) Board of Directors Chair gave the report accompanied by a PowerPoint presentation. Mr. Bridges also introduced and identified MCSF staff, Megan Atkinson/Interim Executive Director, Donna Santi/Lead Prevention Specialist, Dani Osenbaugh, and Heather Livingston/Youth Coordinator. No public input. Board discussion ensued regarding the good work that MCSF does and the need for conversations and collaborations with other area entities with similar missions.

RESULT: INFORMATION RECEIVED

Recessed

10:21 AM Chair Long recessed for a brief break and reconvened at 10:26 AM.

2. **Health and Human Services RES-2021-30**

Approve Submission of a Grant Application for the Homeless Housing Assistance Prevention Program (HHAP); Approve Health and Human Services Agency (HHSA) Participation through the Amador Tuolumne Community Action Agency (ATCAA); Approve Redirection of the County of Mariposa Allocation Portion $87,316 as Leverage to the Project; and Ratify the Health and Human Services Agency Director's Signature on the Letter to Participate

Shannon Gadd gave the staff report. No public input. Board discussion ensued regarding the allocation of funds, and the need for a presentation from HHSA on area homelessness. Ms. Gadd also advised that she has been asked to Chair the California Welfare Directors Association Housing and Homelessness Committee.

Minutes Acceptance: Minutes of Jan 12, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

3. **Public Works** **(ID # 11317)**

Waive the First Reading and Introduce "An Ordinance Amending Section 10.08.031 of the Mariposa County Code Titled 'Camping and Overnight Parking'"

Mike Healy gave the staff report. No public input. Board discussion ensued regarding the location and choice of Mile Marker 51, the enforceability of the ordinance, the pursuit of a third party vendor to provide for the administrative side of things, and delaying installing signs until the administrative portion is worked out.

DIRECTION: ***Signs are not to be installed until a solution is put into place for the enforcement side, and shall be preceded by an item to so inform the Board.***

RESULT: **INTRODUCED [UNANIMOUS] Next: 1/26/2021 9:00 AM**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Tom Sweeney, District II Supervisors
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

Recessed

10:50 AM Chair Long recessed the meeting for a brief break at Supervisor Menetrey's request and reconvened at 10:53 AM.

4. **Planning** **(ID # 11325)**

Receive the 2019-2020 Residential Transient Occupancy Facility Annual Self-Report Summary

Sarah Williams/Planning Director introduced Katie Casner/Assistant Planner who gave a PowerPoint report. No public input.

RESULT: **INFORMATION RECEIVED**

I. Items removed from Consent Agenda

None.

J. Board Information

Information received.

Recess

11:22 PM Chair Long recessed for lunch.

Minutes Acceptance: Minutes of Jan 12, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

K. 2:00 PM Reconvened

1. **Board of Supervisors (ID # 11283)**

Presentation of the Gavel Plaque to Supervisor Cann for Serving as the 2020 Board of Supervisors Chair (Board Chair)

Chair Long presented the plaque to Kevin Cann.

RESULT: PRESENTATION MADE

2. **Board of Supervisors RES-2021-17**

Resolution and Tile Plaque Recognizing Kevin Cann, Upon His Retirement as District IV Supervisor (Board Chair)

René LaRoche/Clerk of the Board played a movie with recorded congratulations.

During public comment, congratulations were extended and anecdotes were shared by Steve Ward/County Fire - CAL FIRE Chief, Mike Healy, Peter Judy/Chief Probation Officer, Dallin Kimble, Steven W. Dahlem/County Counsel, and Jeremy Briese who presented a Certificate of Recognition, and Doug Binnewies/Retired Sheriff - Coroner - Public Administrator who presented a plaque. Words of appreciation and congratulations were offered by the Board members.

Public comment was reopened. Kevin Cann noted that it was his honor to work as a supervisor for twelve years; discussed the respect with which he holds everyone; and noted that he is proudest of the department heads that were hired during that time because their ethics permeate their departments, and he named them all and advised that the Board should always set their standards high and never settle for second place; and noted that he believes that the team in place today is the best to prosper through consequential times to come.

Chair Long presented the resolution, tile plaque, and resolutions from CSAC, and the State Legislature to Supervisor Cann. Tracy Gauthier/Deputy Clerk of the Board II presented him with a gift from staff.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

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Minutes Acceptance: Minutes of Jan 12, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

L. Adjournment

3:10 PM Chair Long adjourned the meeting in memory of Muriel Lorraine Ouellette Powers, Katherine Hope McDonald, Monya Mae Elred, Clifford "Pete" Chapman.

Respectfully submitted,

René LaRoche
Clerk of the Board

Marshall Long
Chair, Board of Supervisors

Minutes Acceptance: Minutes of Jan 12, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

Clerk of the Board of Supervisors · (209) 966-3222

MEETING: January 26, 2021

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: Amend Board Member Contact Area List

RECOMMENDATION AND JUSTIFICATION:

Amend the Board Member Contact Area list to include Mariposa County Unified School District; and appoint Rosemarie Smallcombe and Wayne Forsythe as its Board representatives.

On January 5, 2021, the Board considered its Board Member Contact Areas and approved the attached contact areas and representatives. Since then, Supervisors Smallcombe and Forsythe have requested inclusion of the Mariposa County Unified School District to allow for discussions and more interaction regarding strategies and high level topics and are requesting its addition to the list, as well as to become representatives to it.

It should be noted that this representation is meant only for high level topics and is not intended to replace the current day-to-day interactions between staff of the two entities.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board annually considers its Board Member Contact Area List. It last considered this list on January 5, 2021.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Negative action prevents the addition of MCUSD to the Contact Areas list or the appointment of formal representatives. Alternatively, the Board may also appoint other members as representatives.

ATTACHMENTS:
Contact Area Liaisons 2021 (PDF)

Agenda Item - No Resolution Requested 2021-11

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Tom Sweeney, District II Supervisors
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

BOARD MEMBER CONTACT AREAS

2021

CHAMBER OF COMMERCE

Supervisors Miles Menetrey and Marshall Long

FERGUSON PROJECT

Supervisor Rosemarie Smallcombe;
(Public Works Director is the lead contact person)

JOHN C FREMONT HEALTHCARE DISTRICT

Supervisors Rosemarie Smallcombe and Wayne Forsythe

STATE MINERAL MUSEUM

Supervisors Tom Sweeney and Marshall Long

YOSEMITE GATEWAY PARTNERS

Supervisors Rosemarie Smallcombe and Miles Menetrey

YOSEMITE NATIONAL PARK SERVICE ISSUES

Supervisors Rosemarie Smallcombe and Miles Menetrey

Attachment: Contact Area Liaisons 2021 (2021-11 : Amend Board Member Contact Area List)

MARIPOSA COUNTY

District Attorney/Victim Witness · (209) 966-3626

RESOLUTION - ACTION REQUESTED 2021-39

MEETING: January 26, 2021

TO: The Board of Supervisors

FROM: Walter Wall, District Attorney

RE: Approve an Agreement with Karpel Computer Systems, Inc. for E-Discovery

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RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Karpel Computer Systems, Inc. DBA: Karpel Solutions to Provide a Full Featured Case Management System, Defender by Karpel, for the Local Indigent Defense; and Authorize the Board of Supervisors Chair to Sign the Agreement

Funds are available within the District Attorney Prosecution Budget for the Purchase of the Public Defender Case Management System ($13,175).

The District Attorney's Office initially implemented Prosecutor by Karpel in 2014 and the case management system has been invaluable to prosecution efforts, case accessibility and digitized case documentation. Defender by Karpel is a similar case management system utilized by defense attorneys across the nation, it is designed and developed using the latest technological advancements. Users access the system through a web browser from any location with internet access. All data is securely hosted, stored, and maintained by Karpel Computer Systems, Inc. DBA: Karpel Solutions using the highest security standards and practices.

Defender by Karpel has the ability to extract data out of the system and place it into legal documents and reports. Auto-generating legal documents and reports will save a significant amount of time for our local Indigent Defense. The installation of Defender by Karpel will benefit the District Attorney's Office by allowing our office to interface with our defense attorney's, share discovery (i.e. crime reports and evidentiary photographs). Our Office will be able to see what case information has been successfully shared with our Indigent Defense Attorneys, thus creating a tracking system to see the relevant information our criminal justice partners have received and what items they have yet to gain access to.

Although the Mariposa County District Attorney's Office is presenting this contract to the Board of Supervisors, the benefits of this system implementation positively impacts many criminal justice partners. As our office made the digital leap in 2014, we can recognize the need for a complete interface for each sector of our local criminal justice process. Current practice for "Discovery" in criminal cases is that the majority is done by photocopy of all criminal reports, photographs, and like evidence, which is very time intensive and not environmentally minded.

With the anticipated Mariposa Courthouse case digitalization occurring within the next few years, there is a significant need for our Local Indigent Defense to migrate towards a case management system that is compatible with local agency's systems, which Defender by Karpel is compatible with both the District Attorney's system and the new case management system the Court is implementing in the near future.

In our efforts to bring our local Indigent Defense into case digitalization, the District Attorney's Office has worked with County Counsel, who oversees the Indigent Defense contract for Mariposa County, to ensure cooperation and agreement from those contracted public defenders who will be ultimately utilizing and benefiting from this system, thus our representation on this item. County Counsel Steve Dahlem reviewed the proposed agreement to ensure there were not any contractual issues in dispute. In addition, all of our contracted public defenders have agreed to the case management implementation and will be working with our office during this system transition.

This contract covers the one-time costs associated with the installation and configuration of the case management system Additionally, Defender by Karpel will assist the local Indigent Defense in the overall configuration and compatibility for their specific computers and case management needs. Karpel will provide project management, administrative support and training as well as individualized custom form templates.

The ongoing annual support and services are fifteen hundred and seventy-five dollars ($2,025) are offset by funds already budgeted in the District Attorney's Prosecution budget within the District Attorney and Public Defender Public Safety and Parole Revocation Account (437-0276-616). This fund is established by the County as part of the Local Revenue Fund 2011 which was enacted by legislation, specifically, Senate Bill 1020 which was effective June 27, 2012 and was intended to provide an overall financing structure for the 2011 Public Safety Realignment.

According to the enacting legislation, funds were to be collected pursuant to Sections 6201, 6051.15, and 6201.15 of the Revenue and Taxation Code and placed in the Local Revenue Fund 2011. Section 6201 authorized a tax on " any storage, use, or other consumption in this state of any tangible personal property purchased from any retailer" (Revenue & Taxation Code Section 6201). " The amount of revenues, net of refunds, collected pursuant to Section 6201... shall subject to the subdivision (b), be deposited in the State Treasury to the credit of Local Revenue Fund 2011, as established pursuant to Section 30025 of the Government Code, and shall be used exclusively for the public safety purposes for which that fund was created."

If the Board approves this agreement the new system will be up and running in early 2021 .

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board approved the purchase of the District Attorney's current case management system Prosecutor by Karpel in 2014.

In the past the Board has approved other department requests to enhance their case management systems to improve the department's efficiency.

Departments are required to obtain Board approval to adjust funding within a budget unit. The Board has previously approved transfers within a budget unit to cover unexpected shortfalls and to purchase new case management systems. All fixed asset purchases require Board approval.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The current state of the criminal justice stakeholders (District Attorney and Public Defenders) is that all files, both misdemeanor and felony are created in electronic and paper form for the District Attorney and only paper for the contract public defenders. Thus, the contract public defenders and private defense bar are not set up to seamlessly participate and communicate with the Court's upcoming Odyssey System integration and rely on archaic and outdated file and case management systems.

Should the board choose not to approve this item, our District Attorney staff and contracted public defenders will continue to navigate a system that is inefficient and outdated. Thus, sustaining significant office and staff resources to this system. Staff may be less efficient and effective in preparing legal documents and reports. Consequently, the operating budget would continue to increase on a yearly basis to pay for the costs of creating maintaining and storing hard files as well as producing copies of all required documents and evidence that could be easily accessible through this case management system.

Ultimately, the impact will be greatest when the Court and District Attorney's Office have case management systems that can communicate between themselves, thus leaving our contract public defenders without the technological means necessary to keep up with their cases as they could if integrated to this system.

FINANCIAL IMPACT:
One time fees include Karpel hosting the system, licenses, data configuration, system compatability, and onsite training totaling $11,150, with yearly support and user costs of $2,025.

ATTACHMENTS:
09-22-20 DEFENDER by Karpel - Funding Request Memorandum (PDF)
2020-09-15 CA Mariposa County Public Defender DbK Proposal (PDF)
Mariposa County Public Defender DbK Contract- 1-18-2021 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Tom Sweeney, District II Supervisors
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF MARIPOSA

WALTER W. WALL, District Attorney

Seek the Truth, Protect our Community, Deliver Justice

Attachment: 09-22-20 DEFENDER by Karpel - Funding Request Memorandum (RES-2021-39 : Approve an Agreement with Karpel Computer

MEMORANDUM

FROM: Walter W. Wall, District Attorney

TO: Board of Supervisors

DATE: September 22, 2020

RE: ***DEFENDER by Karpel – Funding Authority***

Final Fiscal Year 2020-21 Budget Adopted. The Fiscal Year 2020-21 Budget was adopted by the Board of Supervisors on Tuesday, September 15, 2020. The County faced significant budget challenges this fiscal year because of the loss of revenue due to effect of COVID-19 on tourism and the corresponding loss of Transient Occupancy Tax (TOT).

District Attorney and Public Defender Public Safety and Parole Revocation Account. Within the adopted budget exists account number 437-0276-616. The current balance for this account is $44, 455. Anticipated revenue for this account for this fiscal year is $18,000 from the State of California and $1,400 in interest. This account was established by the County as part of the Local Revenue Fund 2011 which was enacted by legislation, specifically Senate Bill 1020 which was effective June 27, 2012 and was intended to provide an overall financing structure for the 2011 Public Safety Realignment.

Collection of Funds by State and Allocation to County. According to the enacting legislation, funds were to be collected pursuant to Sections 6201, 6051.15, and 6201.15 of the Revenue and Taxation Code and placed into the Local Revenue Fund 2011. Section 6201 authorized a tax on "any storage, use, or other consumption in this state of tangible personal property purchased from any retailer" (Revenue.&Taxation Code §6201). "The amount of revenues, net of refunds, collected pursuant to Section 6201 . . . shall, subject to subdivision (b), be deposited in the State Treasury to the credit of the Local Revenue Fund 2011, as established pursuant to Section 30025 of the Government Code, and shall be used exclusively for the public safety purposes for which that fund is created."

Statutory Purposes For Which Funds May be Used. Further funds were then allocated from the Local Revenue Fund 2011 to the "Law Enforcement Services Account" and then further allocated by statutory formula to the "District Attorney and Public Defender Subaccount." (Gov. Code §30027.8(e)(3)), which then added, in addition to general use for "public safety purposes," an additional use of the "District Attorney and Public Defender Subaccount" for the District Attorney and Public Defenders "planning, implementation, and training costs" associated with "Parole Revocation Proceedings" and "Post Release Community Supervision." (Par. (12) of Senate Bill 1020 (2012).)

Public Defender in Mariposa County. Currently Mariposa County does not have a Department for the Public Defender. Thirty-Nine of the Fity-Eight Counties in California have Offices of the Public Defender as a County Department. Nineteen do not and, as Mariposa, rely on contract public defenders. Senate Bill 1020 (2012) took this into account by providing that "the moneys shall be allocated equally by the County . . . to the District Attorney's Office and County Public Defender's Office, or ***where no Public Defender's office is established, to the County for distribution for the same purpose***. (Ibid.) In lieu of a Public Defenders Office, Mariposa County retains three attorneys on contract for indigent defense. The current contract public defenders for Mariposa County are: (1) Wayne Green, (2) Eugene Action, and (3) Neal Douglass.

Mariposa Superior Court is Going Digital. On June 17, 2020 the Mariposa County CEO, Dallin Kimble, and the Judicial Council finalized and executed a "Participation Addendum" with Tyler Technologies. Two months later, the Mariposa Superior Court announced on August 14, 2020 that "Tyler Technologies, Inc. (Odyssey) has been selected as the vendor for the court's new Case Management System (CMS)." The Odyssey CMS is a digital, web browser-based, comprehensive, end-to-end court and justice software solution that modernizes and automates court processes. The system encompasses all court administration functionality from e-filing to disposition to help your court run more efficiently and improve the administration of justice. In short, the Court is "going digital." As a result, the Mariposa Criminal Justice Stakeholders (DA and PD) will need to be pre-positioned to seamlessly participate and communicate with the Odyssey System when it goes live in 2022.

Attachment: 09-22-20 DEFENDER by Karpel - Funding Request Memorandum (RES-2021-39 : Approve an Agreement with Karpel Computer

Current Criminal Justice Files are Partially Digital and Partially Paper. The current state of the criminal justice stakeholders (District Attorney and Public Defenders) is that all files, both misdemeanor and felony are created in electronic and paper form for the District Attorney and only paper for the contract public defenders. Thus, the contract public defenders and private defense bar are not set up to seamlessly participate and communicate with the Court's upcoming Odyssey System and rely on archaic and outdated file and case management systems.

Criminal Discovery is Antiquated. Current practice for "discovery" in criminal cases is that the majority of discovery is done by photocopy of all criminal reports, photographs, and like evidence, which is very time intensive and not environmentally minded. The District Attorney's office makes copies of the reports and puts them in the public defender's box at the Court house with a proof-of-service.

An Agreed Solution Has Been Reached Between the DA and Contract Public Defenders. On September 10, 2020, the attorneys of the District Attorney's office met with Eugene Action via Zoom to discuss electronic discovery and the coming digitalization of the Courts. The District Attorney and the contract public defenders had a meeting of the minds regarding the acquisition of a Case Management System as a pro-active solution to both the antiquated discovery process, the complete lack of electronic case management for the local criminal defense bar, and preparation for the upcoming digitalization of the Courts.

Purchase of the Case Management System is Squarely Within the Uses Contemplated for the District Attorney and Public Defender Public Safety and Parole Revocation Account. The use of funds from account number 437-0276-616 is squarely within the used contemplated by the Local Revenue Fund 2011 language which provides such funds are to be allocated equally by the County . . . to the District Attorney's Office and County Public Defender's Office and used for "public safety purposes" and additionally for the "planning, implementation, and training costs" associated with

Attachment: 09-22-20 DEFENDER by Karpel - Funding Request Memorandum (RES-2021-39 : Approve an Agreement with Karpel Computer

"Parole Revocation Proceedings" and "Post Release Community Supervision." All of these statutory purposes are served by the purchase of more efficient and compatible CMS.

A Very Reasonable Proposal Has Been Solicited and Received from Karpel, Inc. Attached hereto is as Exhibit "A" is a copy of a proposal received from Karpel, Inc. to provide the criminal justice case management component "DEFENDERbyKarpel" to the existing criminal justice stakeholders case management system for a One-Time Cost of $11,150, along with an annual support service amount of $2,025.

Joint Request to Acquire an Additional Component to the Criminal Justice Case Management Scheme. The District Attorney's Office and the contract public defenders jointly request the County fund the acquisition of "DEFENDERbyKarpel" from account 437-0276-616 as and for a digital CMS for the contract public defenders that will be both totally compatible with the District Attorneys CMS and will fully participate and communicate with the Court's Odyssey System. Because this is an addition to the existing case management software "PROSECUTOR

DATED: **MARIPOSA COUNTY DISTRICT ATTORNEY**

_____ _____

Walter W. Wall

DATED: **MARIPOSA COUNTY PUBLIC DEFENDER**

_____ _____

H. Wayne Green

DATED: **MARIPOSA COUNTY PUBLIC DEFENDER**

_____ _____

Eugene Action

Attachment: 09-22-20 DEFENDER by Karpel - Funding Request Memorandum (RES-2021-39 : Approve an Agreement with Karpel Computer

DATED:

_____

MARIPOSA COUNTY PUBLIC DEFENDER

_____

Neal Douglass

Attachment: 09-22-20 DEFENDER by Karpel - Funding Request Memorandum (RES-2021-39 : Approve an Agreement with Karpel Computer

KARPEL SOLUTIONS

9717 Landmark Parkway Dr.. • Suite 200 • St. Louis, MO 63127 • 314-892-6300 • www.karpel.com

INFORMATION TO THE MARIPOSA COUNTY PUBLIC DEFENDER'S OFFICE FOR A CASE MANAGEMENT SOLUTION

Karpel Solutions
Contact: John Kitsmiller, Sales Executive
Phone: (314) 892-6325 x145
jkitsmiller@karpel.com

September 15, 2020

Attachment: 2020-09-15 CA Mariposa County Public Defender DbK Proposal (RES-2021-39 : Approve an Agreement with Karpel Computer

Executive Summary

Karpel Solutions will provide Public Defender case management software that meets your requirements and is specially configured to match your workflow needs.

We offer an array of advantages over competing vendors, for instance:

DEFENDERbyKarpel is flexible to your needs

DEFENDERbyKarpel's configurability distinguishes it from other case management systems. At Karpel, we realize that your agency is unique. You use different workflows, have different reporting needs, use different documents, follow different rules, and need different security privileges.

With DEFENDERbyKarpel, you are not limited by the needs of "most" agencies. If given the project, we will work with you to learn and define your needs exactly, and then we will configure DEFENDERbyKarpel to meet those needs.

You can configure DEFENDERbyKarpel yourself

Besides performing the initial configurations of DEFENDERbyKarpel for you, we will teach your administrators to configure the software as well. With other vendors, when your needs change, you would need to go through them for expensive customizations. DEFENDERbyKarpel, on the other hand, can be configured without our assistance.

You still receive all the benefits of a COTS solution

Although DEFENDERbyKarpel is completely configurable to your needs, from a technical perspective it is the same version that all Karpel Public Defender clients use, allowing you to take advantage of the knowledge, input, documents, and reports of our nationwide client base.

DEFENDERbyKarpel includes superior client assistance

To choose DEFENDERbyKarpel is to choose a vendor that offers extensive and ongoing training, bi-annual version upgrades, experienced project management, and flexible client assistance.

Feel free to contact me with any additional questions regarding this proposal at (314) 892-6300 x145 or email me at jkitsmiller@karpel.com.

Sincerely,

John Kitsmiller
Sales Executive

Attachment: 2020-09-15 CA Mariposa County Public Defender DbK Proposal (RES-2021-39 : Approve an Agreement with Karpel Computer

Introduction to Karpel Solutions

Karpel has successfully implemented PROSECUTORbyKarpel and DEFENDERbyKarpel in almost 400 agencies in 30 states. Our exclusive focus on the justice industry means our development and project management teams are very knowledgeable about the needs and requirements of Public Defender agencies such as yours and has great experience in meeting them.

All of our projects involve configuring DEFENDERbyKarpel to meet our client's specific needs, and many of these implementations have also included large, even state-wide data sharing and data conversion components. Our extensive experience in each of these areas assures you that we have the ability to successfully create and configure your project as well.

We use our sizeable research and development budget to enhance DEFENDERbyKarpel according to client requests and our ongoing research into Public Defenders' needs. Through our aggressive release cycle, we ensure that DEFENDERbyKarpel is compliant with the latest technologies (e.g. SQL Server 2016, Windows 10). We are also a Microsoft Certified Partner, giving us the added advantage of having access to technical coordination and advisory services directly from Microsoft.

KARPEL QUICK FACTS:

- Privately held corporation
- Based in St. Louis, MO
- Founded in 1985
- Almost 400 client agencies
- Extensive experience in creating data sharing and conversion projects
- Adhere to and conformant with national integration standards
- Compliant with latest technologies

Attachment: 2020-09-15 CA Mariposa County Public Defender DbK Proposal (RES-2021-39 : Approve an Agreement with Karpel Computer

DEFENDER by KARPEL

KARPEL SOLUTIONS

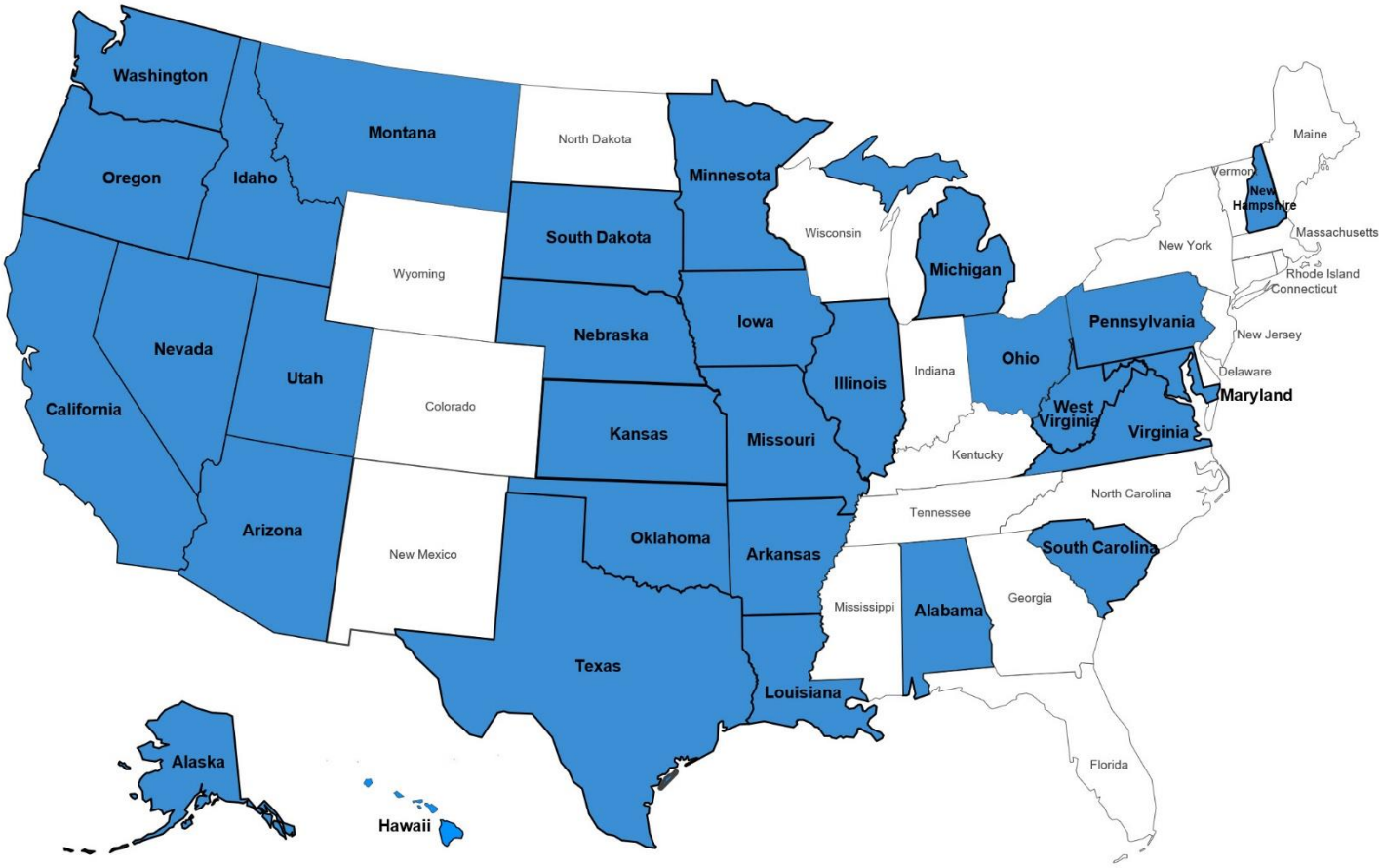


Figure 1. *Blue states signify Karpel clients*

California Public Defender's Offices

El Dorado County Public Defender's Office
Monterey County Public Defender's Office
Sonoma County Public Defender's Office
Merced County Public Defender's Office
Nevada County Public Defender's Office

Attachment: 2020-09-15 CA Mariposa County Public Defender DbK Proposal (RES-2021-39 : Approve an Agreement with Karpel Computer

Why Choose DEFENDERbyKarpel?

DEFENDERbyKarpel can be configured to employ your business rules, use your terminology, show the information you want, and generate the documents and reports that are important to you

We support almost 400 agencies, meaning we have acquired vast knowledge about the needs and requirements of these agencies and great experience in meeting them. Due to our vast client base, Karpel Solutions knowledge and experience enables DEFENDERbyKarpel to come "out of the box" prepared to meet the data entry, reporting, tracking, documenting, and other needs of most Public Defender agencies.

Nevertheless, DEFENDERbyKarpel is different from other case management solutions because, while it comes with most of your needed functionality intact, our focus is on providing you with a solution that is specifically aligned to your business processes and needs. DEFENDERbyKarpel is a "hybrid" solution, meaning that it gives you all the advantages of a commercial product—regular releases, rapid response support team and a nationwide user base of your peers—with all the flexibility of a custom-developed application.

DEFENDERbyKarpel can be completely customized to meet your unique Public Defender case management needs. If given this project, we will meet with you at the project start to discuss your needs and expectations, and we will configure DEFENDERbyKarpel to meet those needs. With DEFENDERbyKarpel, you can configure your screens, terminologies, drop-down menus, business rules, and more without modifying the source code. We will also create customized reports and automated documents for your agency, reporting on the information you need and using the format you want.

Because configurations can be made without altering the source code, as your agency grows and your needs change, you can modify DEFENDERbyKarpel yourself. Configurations you make will not decrease your compatibility with later releases of DEFENDERbyKarpel.

• • •

" DEFENDERbyKarpel is what you are looking for in a database system. From the front end of data and records, it is a system that keeps all our client files and information secure and easily accessible. Everything is at your fingertips, from document templates to discovery. From the back end of system management, it gives the freedom to tailor areas that are specific to our department. Whatever cannot be done by administrative rights access, can be done by Karpel Support. They are knowledgeable, prompt, and provide excellent support."

--Maria Vigil, Legal Assistant, Merced County Public Defender's Office, California

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Implementation Description

Karpel's implementation team will work with you to find out your exact needs and configure your software accordingly

Project Overview

To enable both parties to communicate and establish project expectations and timelines, a Karpel project manager will hold an in-depth planning meeting with your agency's designated project manager at the start of the project. Depending on what is most convenient for you, we can hold this meeting online, over the phone, or live at your agency (for an additional charge). You will know and be able to give approval for our finalized plans because our project manager will send you a detailed project plan and communications plan.

> "This morning I dazzled one of them (attorney) with it in court and then pointed out that if she'd had her laptop with her, she could have looked it up herself."
>
> *Keri Klein, Public Defender, Nevada County Public Defender's Office, California*

To ensure all aspects of your project are completed exactly as you require, we will assign an experienced project management team that consists of a project manager, support resource, documentation specialist, and custom developer (if needed).

So that you can maximize use of your new software, you will receive administrator and end user training as part of your project. You can also receive continued training in the form of free webinars.

Following go-live, your agency and users will have continual access to our support resources for as long as you maintain a support contract.

Client Involvement during Implementation

To ensure your software meets all the goals and requirements you have for it, we seek your input and approval throughout the project. Our project management team will learn your specific goals, workflows, and needs for the software through a detailed planning meeting at the start of the project.

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So that your deliverables are created as you want them in the minimal amount of time, we seek your input prior to creating any template, document, dashboard, or other configuration. To ensure that the finished product meets your approval, we have you look over our work when we finish. You will always know exactly what we are doing and what you need to do as our project manager will communicate with your project manager regularly throughout the duration of the project. You largely control how quickly you go live, as the time you dedicate to the project is the key factor in how quickly it can be completed.

The following table helps you organize your efforts through describing the people you need, their responsibilities, and their involvement level. Allocate the roles as it makes most sense for you: for instance, one person can fill multiple roles, or multiple people can fill one role (increasing or decreasing their time commitment accordingly).

Role	Responsibilities
Project Manager	Coordinate your resources to perform tasks assigned to your agency, as listed in Statement of Work and project plan. Coordinate appropriate personnel and resources for meetings, training, etc. Serve as Karpel's primary contact throughout project. Help develop and then approve the Project Plan. Approve and implement the Communication Management Plan & Change Management Plan. Review and sign off on project tasks. Approve and release payments according to payment milestones.
DEFENDERbyKarpel Administrator(s)	Receive administrator training in order to manage the system following implementation.
IT Staff	Provide permissions and workstation setup as needed.
Subject Matter Experts (SMEs)	SMEs are needed to do the following: • Review data • Define office workflows and procedures to aid in system configuration • Define and test documents and reports you want created • Define and test data exchanges and conversions (if applicable) • Receive document & report author training (if applicable)

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Professional Services

Software is only one piece of a successful solution implementation. Our client retention rate is due to both the power of our software and the quality of our professional services, some of which include:

- **client-designed solutions**—As a client, you influence the development of your software with your enhancement requests.
- **version upgrades at no additional cost**—You will receive all regular version upgrades, including major releases, at no additional cost for as long as you maintain a support agreement.
- **continued training**—Besides the in-depth training you receive as part of your implementation, you can receive continued training in the form of free webinars.
- **data conversions**—Take your data with you when you migrate to DEFENDERbyKarpel. We have successfully converted agencies of all sizes and from all types of custom-built and commercial applications. If desired, we will convert yours as well.

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Client Services

Through choosing DEFENDERbyKarpel, you choose a quick response time, friendly service, and free version upgrades

When you experience difficulties with your software, you can quickly receive support via the method most comfortable for you, whether that is through calling or sending an email. If you call, you will nearly always reach a live person immediately, and, unlike many support centers, we won't funnel you through an automated menu system. Our client retention rate is largely due to the satisfaction of our clients with their support.

For as long as you maintain a support contract, you will have access to the following services:

- *Support Personnel:* Access support via telephone or email 24x7.
- *Version Releases*: Receive regular version releases, including major version releases annually
- *Patches*: Receive interim release fixes if necessary

Most support issues are resolved on the spot, while a few may take more time and research to solve.

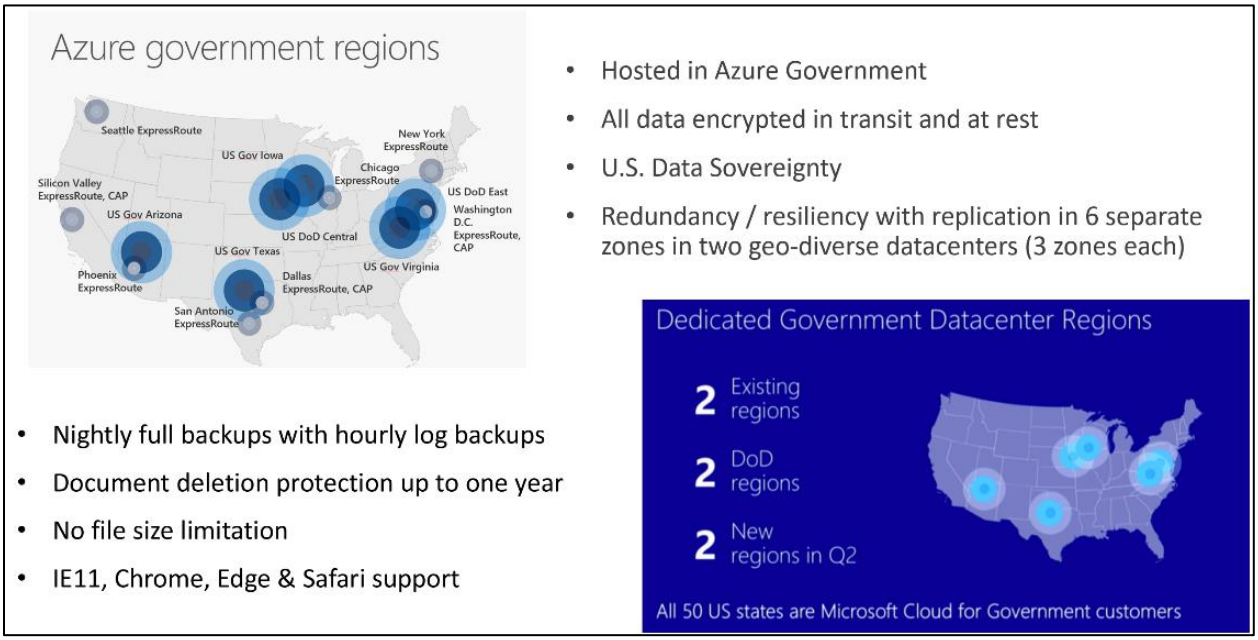
Resolution times are clearly communicated to you.

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HOSTEDbyKarpel

Karpel Solutions offers prospective clients the choice of hosting environment for their **DEFENDERbyKarpel** application on our cloud-based **HOSTEDbyKarpel.**

Several years ago, the cloud did not represent an acceptable option. However, in recent years 95% of clients are selecting our cloud-based option, including some of our largest installations such as the Alaska Public Defender and Office of Public Advocacy, the Will County (IL) Public Defender and the Merced County (CA) Public Defender. Our hosted solution has a 99.5% uptime SLA. The solution is managed by our system administrators and engineers employed by Karpel Solutions. 24/7/365 monitoring is performed by our technicians and by other systems run by Karpel Solutions. Server maintenance occurs monthly during off hours (weekends) with client notification three business days prior to the scheduled maintenance. External penetration testing and uptime verification is performed by third party systems.



Additionally, every year Karpel Solutions employees with access to the corporate network go through a federal fingerprint check and security awareness training to remain CJIS compliant. Our hosted service includes offsite backup and disaster recovery services provided by replication between two geo-diverse datacenters.

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Karpel Solutions hosted services are provided through Microsoft's Azure Government Cloud. Microsoft's Azure Government Cloud is designed to meet the higher-level security and compliance needs for sensitive, dedicated, U.S. Public Sector workloads found in regulations such as United States Federal Risk and Authorization Management Program (FedRAMP), Department of Defense Enterprise Cloud Service Broker (ECSB), Criminal Justice Information Services (CJIS) Security Policy and Health Insurance Portability and Accountability Act (HIPAA). For more information regarding security and CJIS compliance, please go to https://azure.microsoft.com/en-us/support/trust-center/compliance/

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Pricing Proposal

Itemized and Total Cost

The following tables show the itemized and total cost for your solution.

Software Products/Licensing	Qty.	Price	Total
DEFENDERbyKarpel	3	$1,500	$4,500
Total Software			**$4,500**

Installation Services	Qty.	Price	Total
DEFENDERbyKarpel Installation and Configuration	1	$1,000	$1,000
Client Support Tool, Scanning Tool and System Compatibility Check (per computer)	3	$50	$150
Total Installation Services			**$1,150**

Professional Services	Qty.	Price	Total
Project Management		No Additional Cost	
Pre-Implementation Services (hours, online)	4	$150	$600
Data Conversion: None	1	$0	$0
Mock Go-Live and System Administrator Training (30 days prior to go-live, hours, online)	4	$150	$600
Document Template Setup, Training and Conversion of Up To 100 Document Templates	1	$2,500	$2,500
Total Professional Services			**$3,700**

Remote Training Services	Qty.	Price	Total
Remote Training (hours)	24	$75	$1,800
Total Onsite Training Services			**$1,800**

Customization Services	Qty.	Price	Total
Interface: PROSECUTORbyKarpel	1	$0	$0
Total Customization Services			**$0**

Total One-Time Costs	**$11,150**

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Annual Support Services	Qty.	Price	Total
DEFENDERbyKarpel	3	$450	$1,350
Unlimited eDiscovery	1	$375	$375
Hosted Services (per user/year)	3	$100	$300
Total Annual Support Services			**$2,025**

Estimated Travel Expenses	**$0**
Total First Year Cost	**$13,175**

Optional Items	Price
Interface: Court	$10,000
Interface Annual Support (per interface)	*$2,000*
Custom Reports (per report)	$1,000
Document Template Conversion After 100 Documents (per document)	$25
Additional Storage After Included 2TB (per terabyte, per year)	$1,000
Additional Storage After Included 2TB (per 100 terabytes, per year)	$39,000

PLEASE NOTE: The cost of interfaces represents interface development and deployment from Karpel Solutions. There may be a cost from the other vendor that is not reflected here. Please check with the other vendor for details.

The cost of data conversion assumes data is provided in an acceptable format. Please check with your current vendor to determine if they will charge you for extracting your data.

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What you should know about researching Case Management Software vendors

Every agency deserves software that is easy to use, functional, intuitive, and responsive, as well as a vendor that stands behind its promises. The process of researching and selecting a software vendor can be difficult and time-consuming, but choosing the right vendor to provide software that fits your needs will make the effort worthwhile. Use the questions below to help you gather information, evaluate vendors, and make the right choice.

1. Karpel Solutions 2._____ 3. _____

Company Background | What you should know about a software vendor

	Karpel	Vendor 2	Vendo
How many years has the vendor been in business?	20+		
How many clients does the vendor have?	360+		
How many references can the vendor provide?	360+		
How often does a new update become available?	6 Months		
Can you take advantage of enhancements other clients have requested?	YES		
Has the vendor's software been acquired from buyouts or mergers?	NO		
How many employees does the vendor have?	60+		
What percentage of employees are devoted to development and support?	85%		
Does the vendor aggressively support data sharing?	YES		
Does the company meet strict CJIS compliance requirements?	YES		
Is the company involved in litigation with current/former clients?	NO		

References | What you should ask agencies about their current vendor

	Karpel	Vendor 2	Ven
Was the project implemented in the timeframe the vendor promised?			
Was the project within the budget the vendor quoted at the time of signing?			
Were extra expenses discovered after contracts were signed?			
Did the agency receive all the functionality that was originally expected?			
When the agency calls support, what is the vendor's average response time?			
What is the average system uptime and availability?			
Do upgrades/enhancements require new installations on every PC?			
Is 100 percent of system support provided by the vendor or do they use a third party?			
Does the agency know of other sites using the same system?			
How long have you been using their software?			
Was contracting difficult? How long did it take?			

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Pricing | What you should know about a software investment

	Karpel	Vendor 2	Vend
How many user licenses did the vendor include in its pricing, and is it enough?			
Do you have an option for a perpetual license?	YES		
Does pricing include all travel and per diem for the vendor?	YES		
Does pricing indicate what second year support will be?	YES		
Is project management included in the pricing?	YES		
Does pricing include implementation and installation?	YES		
Is pricing fixed, or are there items that can change later?	FIXED		
Are upgrades/updates included with support fees?	YES		
Is on-site training included in pricing?	YES		
Does pricing include additional ongoing training and/or on-site assistance?	YES		
Is document template conversion included in pricing?	YES		
If you decide to part ways with the vendor, how much do they charge for YOUR data?	$1,000		

Client Experience | How will the vendor work with you?

	Karpel	Vendor 2	Vend
What is the vendor's Technical Support hours?	24x7		
How many updates does the vendor provide every year?	2		
How are enhancement requests handled by the vendor?			
Does the vendor host an annual Users' Conference?	YES		
Is the vendor committed to 100% of your data being converted?	YES		
Will the vendor work with your law enforcement and courts for interfaces?	YES		
Do those interfaces have standard, fixed costs?	YES		
Is the vendor open to building integrations with other applications affordably?	YES		
Can the vendor offer you up to $10MM in liability protection?	YES		
Does the vendor value clients of all sizes, from the very smallest, to the very largest?	YES		

Features & Functionality | What can the software do for you?

Does the software…	Karpel	Vendor 2	Vend
Integrate with Microsoft Outlook/Exchange/Office365 for email and calendaring?	YES		
Integrate with Microsoft Word?	YES		
Offer easy drag & drop from Windows and Outlook?	YES		
Offer integrated eDiscovery, with tracking and unlimited use?	YES		
Include integrated scanning, without additional plug-ins, or cost?	YES		
Integrate with Westlaw Legal Research?	YES		
OCR and index scanned documents and other files that are in the case?	YES		
Include hundreds of canned/ad-hoc reports?	YES		
Include Victim Services and automatically create the VOCA PMT?	YES		
Allow for easy use in the courtroom?	YES		
Include comprehensive financial tracking?	YES		
Include Evidence.com integration at no additional cost?	YES		
Have easy-to-use document management with a familiar Windows-type interface?	YES		
Have the ability to build your charge language automatically?	YES		
Allow you to build complex workflow easily?	YES		
Include texting without any additional fees?	YES		

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PROSECUTORbyKarpel / DEFENDERbyKarpel
System Requirements
By Number of Active Users for Hosted Installations

PROSECUTORbyKarpel (PbK) and DEFENDERbyKarpel (DbK) require that certain hardware & software prerequisites be met for the application to properly and efficiently operate. Based on the number of users concurrently accessing PbK/DbK within an organization, desktop and Internet requirements listed in this document must be met - at minimum - in order to ensure a smooth user experience.

Organization tiers are defined by approximate number of users active in PbK/DbK:

- 1-10 users
- 11-25 users
- 26-50 users
- 51-75 users
- 76-100 users
- 100+ users (for more than 100 users, contact Karpel directly so that we can work with you to create a custom configuration based on your organization's needs)

The listed requirements for workstations ensure that all are adequately equipped to support local scanners if needed.

Though this document is intended to be adhered to as a list of requirements, we understand that some small variations will arise on a per-installation basis. If you have any questions or concerns about the requirements which apply to you, please contact us immediately.

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Workstation configuration, connecting to hostedbykarpel.com (recommended)

Line Item	Detail
Operating System	Windows 10
Memory	6GB
Processor 1	Intel Core i5-650 dual-core 3.2GHz (or better)
Processor 2	n/a
Hard Drive Configuration – OS	1x250GB 7.2kRPM SATA 3Gbps
Additional Feature 1	Internet Explorer 11 (with all patches) or Chrome
Additional Feature 2	Microsoft Word 2013, full version or newer
Additional Feature 3	Microsoft Outlook 2013 or newer
WAN connection speeds:	1-10 users: Minimum 10+ Mbps down / 10+ Mbps up
	11-25 users: Minimum 20+ Mbps down / 10+ Mbps up
	26-50 users: Minimum 30+ Mbps down / 20+ Mbps up
	51-75 users: Minimum 50+ Mbps down / 20+ Mbps up
	76-100 users: Minimum 100+ Mbps down / 50+ Mbps up
Domain requirement	None

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Workstation configurations, connecting to hostedbykarpel.com (minimum)*

Line Item	Detail
Operating System	Windows 7 Professional Edition, x86 (no Microsoft support without contract in place) with all updates applied.
Memory	4GB
Processor 1	Intel Core2Duo dual-core 2.0GHz (or better)
Processor 2	n/a
Hard Drive Configuration – OS	1x80GB 7.2kRPM SATA 3Gbps
Additional Feature 1	Internet Explorer 11 or Chrome
Additional Feature 2	Microsoft Word 2013, full version or newer
Additional Feature 3	Microsoft Outlook 2013 or newer
WAN connection speeds:	1-10 users: Minimum 10+ Mbps down / 10+ Mbps up 11-25 users: Minimum 20+ Mbps down / 10+ Mbps up 26-50 users: Minimum 30+ Mbps down / 20+ Mbps up 51-75 users: Minimum 50+ Mbps down / 20+ Mbps up 76-100 users: Minimum 100+ Mbps down / 50+ Mbps up
Domain requirement	None

Bear in mind that as **minimum requirements to connect to the PbK or DbK application, these specifications are designed to present functionality, not performance. PCs adhering to these specs will be able to use PbK or DbK in a hosted environment, but they cannot be expected to perform at the same level as PCs which meet our listed recommendations. Please be aware and plan accordingly.*

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Optional Features & Associated Requirements

Plug-ins for Workstations

Line Item	Detail
Accessing documents	The ITHit plug-in must be installed. The installer does support IE, Chrome and Firefox.
Scanning	The scanning plug-in must be installed if the user will want to scan documents into the web application.

Microsoft Exchange Server for Calendaring

Line Item	Detail
Operating System	Any, provided it supports the required version of Exchange Server
Exchange Server Version	Microsoft Exchange Server, Standard or Enterprise edition, 2013, 2016 or Office 365
Additional Feature 1	Karpel synchronization account (documentation on configuring this is available)

Blob Storage Connectivity

Line Item	Detail
Port availability for users to access storage	A specific port between 50000-51000 will be assigned to the following URL *https://blob.hostedbykarpel.com:xxxxx* *or* *https://blob-b.hostedbykarpel.com:xxxx*

Recommended PDF applications

Line Item	Detail
PDF application recommended	Foxit PhantomPDF Business Edition
PDF application supported (possible configuration modifications may be needed)	Adobe DC Professional

Scanners

Line Item	Detail
TWAIN Driver	For scanners to work with web-based scanning in PbK and DbK, they must have a TWAIN driver

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NOTICE

Symantec Security Suite may cause issues with Hosted PbK/DbK. To fix this issue the hostedbykarpel.com domain must be added to the sites allowed list.

For Hosted PbK/DbK users: If a proxy server or other Internet filtering device/service is in place ask for the IPs from your Project Manager. These should be added to the allowed list of the device/service.

April 2014 - Karpel will no longer support Internet Explorer 8, Windows XP, Office 2003 as they will no longer be supported or updated by Microsoft.

July 2015 - Karpel will no longer support Windows 2003 as Microsoft will no longer be supporting this.

September 2015 - Karpel will no longer support Office 2007 as Microsoft has ended general support for this.

January 2016 - Karpel will no longer support Internet Explorer 9 or 10 as they no longer are supported by Microsoft. Going forward, only the latest browser for the operating system is supported.

December 2019 - Karpel will no longer support Windows 7 as mainstream support has ended and the product is currently in extended support. If Windows 7 is in use it must have all updates / patches. We will not be able to guarantee Windows 7 will continue to work.

January 2020 – Karpel will no longer support Office 2010. Microsoft mainstream support ended on October 13, 2015. Extended support is only available on a per user / per month contract directly with Microsoft. Additionally, due to new security updates Office 2010 now cannot connect to and open documents from Internet based secure storage. We cannot guarantee Office 2010 will work.

Internet Explorer 11 must have all updates / patches to work with version 6.3 and our new storage system.

Internet Explorer 11 may be end of life January 12, 2020. Microsoft has yet to release full details of the roadmap for their browsers. With the end of Windows 7 on the same date we speculate the browser will also no longer be supported.

All clients should be looking at updating workstations to Windows 10 by January 1st, 2020 as general support has ended from Microsoft and the technology is surpassing what can be supported by the Operating System.

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MARIPOSA COUNTY PUBLIC DEFENDERS
MARIPOSA COUNTY, CA

CONTRACT FOR

DEFENDERbyKarpel®

Attachment: Mariposa County Public Defender DbK Contract- 1-18-2021 (RES-2021-39 : Approve an Agreement with Karpel Computer Systems,

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This agreement between Karpel Computer Systems Inc., a Missouri corporation, doing business as Karpel Solutions (hereinafter referred to as "Karpel Solutions") and Mariposa County, a political subdivision of the State of California (hereinafter referred to as "Client") is for the purposes of reviewing this proposal and to enter into this contract including the Master Terms and Conditions set forth below wherein Karpel Solutions agrees to sell licenses for its copyrighted software program known as DEFENDERbyKarpel® (hereinafter referred to as "DbK").

1. CONFIDENTIALITY STATEMENT

This document is the intellectual property of Karpel Solutions. Client agrees that the information contained within this proposal is proprietary information and that it shall not disclose, reproduce in any format, or use any of the terms, data, or any other material contained herein outside of Mariposa County or for any other purposes other than to evaluate this contract. If the Client is required by statute or case law to disclose any information in this agreement, then Client shall notify Karpel Solutions three (3) business days prior to the release. This agreement does not limit Client the right to use information contained within this contract if it is obtained from another source without restriction. Any subsequent revisions, addendums, or amendments to this document shall be covered under the terms of this confidentiality agreement by reference.

2. SCOPE OF WORK

The following Scope of Work represents the services required to reach the proposed solution and a successful project. Karpel Solutions will perform all work in accordance with the descriptions, scopes and specifications hereafter described.

Deadline		Days Out
	Final Contract & Implementation Agreement signed. Project Pre-Implementation Meeting scheduled. Minimum Workstation requirements are explained to agency project manager.	90
	Workstation assessment completed and any necessary hardware or software ordered to meet PbK Installation Prerequisites.	80
	4 hr Online pre-implementation meeting with project manager and System Administrators. PbK Overview. Project Team is selected including Karpel Staff and Customer System Administrators. (One Customer System Administrator must be a Policy Setting Attorney). This meeting will begin with application overview, enhancement definitions and interface definitions. PbK Pre-load configuration is explained and initial Document Templates are received. Workflow pre-configuration is conducted.	60
	Teleconference status meeting with Karpel and agency project manager will occur to review progress on hardware/software assessments, finalize pre-implementation meeting timeline agreement.	50
	Agency Document Templates are received. System Administrator training begins. Workflow pre-configuration is conducted. System enhancements are completed and demonstrated.	45

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	Teleconference status meeting with Karpel and agency project manager will occur to review progress and answer additional questions regarding pre-load spreadsheet.	40
	Karpel Support installation and application testing on each workstation should begin at this time. Karpel Solutions or local IT support will schedule workstation application testing and follow Karpel testing procedures to thoroughly test browser functionality, document generation, Outlook Calendaring and email on each workstation.	35
	The agency project manager will provide Karpel with any additional legacy documents.	35
	Training Schedule is completed with assignment of all office staff to specific training sessions. The Policy Setting Attorney must attend the initial Configuration, Case Initiation and Event Entry sessions at a minimum. Training room and equipment are verified.	35
	Karpel will install the preliminary document templates and Event Entry Configuration. Application testing will begin. Agency project manager will report all inaccuracies to Karpel. All Custom Enhancements are tested and verified. Begin testing of all application interfaces.	30
	Complete installation and testing of all workstations by Karpel Solutions or local IT support.	14
	Final teleconference status meeting with Karpel and agency project manager to verify final data accuracy and training area is prepared for scheduled training.	7
December 6,2021	Karpel trainers arrive at the training room. Final configuration of PbK is performed with all System Administrators present. User training begins. Customer begins using PbK in a live state.	**Go Live**

This schedule will be modified as mutually agreed upon by Client and Karpel Solutions.

Document conversion consists of Karpel Solutions converting existing Microsoft Word®, Microsoft Works® and Corel WordPerfect® documents provided by Client up to the time of training as outlined in the Project Timeline listed above into a format that can be utilized by DbK on a best effort basis. Karpel Solutions does not support nor will convert customized macros, auto-text files or other custom programming items not a part of the ordinary functionality of Microsoft Word®, Microsoft Works® and Corel WordPerfect®

Karpel Solutions will provide hosting of DbK subject to the terms and conditions set forth in the Agreement for DEFENDERbyKarpel Hosting.

3. OTHER INFORMATION

Any additional work requirements outside the scope of this proposal will be presented in the form of a change order and must be approved by client prior to start of such work. No additional charges will be incurred without prior written approval from client.

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4. GENERAL CLIENT RESPONSIBILITIES

In order for the project to be completed on time and on budget, Client shall provide at a minimum:

1. Access to client facilities, computers, servers, network infrastructure and software as deemed necessary by the Karpel Solutions project manager.
2. Access to systems and equipment as required by Karpel Solutions including:
    a. Unlimited access to all DbK production servers, 24 hours a day, 7 days a week for overnight and weekend data conversions
    b. DbK application access using Karpel Solutions laptops and clients network for training and application testing
    c. Installation of the Karpel Solutions remote support tool on all desktops executing the DbK application.
3. Access to client data along existing servers and systems containing data if such data is to be converted and populated by Karpel Solutions into DbK.
4. An authorized contact person to assist in the definition of any project unknowns and authorized to approve the completion of each task.

Failure of Client to provide the above access and assistance will render the Karpel Solutions support agreement null and void.

4.1 CLIENT VALIDATION

Client is responsible for validating their data during the project (if applicable). Validating data is key to a successful implementation. If issues arise with converted data after go-live Karpel will determine if a fix is possible and an additional fee for this work may be presented for this work.

5. INVESTMENT SUMMARY

Karpel Solutions will perform according to all descriptions, scopes, and specifications herein described, in consideration for payment as set forth below,

Software Products/Licensing	Qty.	Price	Total
DEFENDERbyKarpel	3	$1,500	$4,500
Total Software			**$4,500**

Installation Services	Qty.	Price	Total
DEFENDERbyKarpel Installation and Configuration	1	$1,000	$1,000
Client Support Tool, Scanning Tool and System Compatibility Check (per computer)	3	$50	$150
Total Installation Services			**$1,150**

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Professional Services	Qty.	Price	Total
Project Management		No Additional Cost	
Pre-Implementation Services (hours, online)	4	$150	$600
Data Conversion: None	1	$0	$0
Mock Go-Live and System Administrator Training (30 days prior to go-live, hours, online)	4	$150	$600
Document Template Setup, Training and Conversion of Up To 100 Document Templates	1	$2,500	$2,500
Total Professional Services			**$3,700**

Remote Training Services	Qty.	Price	Total
Remote Training (hours)	24	$75	$1,800
Total Onsite Training Services			**$1,800**

Customization Services	Qty.	Price	Total
Interface: PROSECUTORbyKarpel	1	$0	$0
Total Customization Services			**$0**

Total One-Time Costs	**$11,150**

Annual Support Services	Qty.	Price	Total
DEFENDERbyKarpel	3	$300	$900
Unlimited eDiscovery	1	$375	$375
Hosted Services (per user/year)	3	$100	$300
Total Annual Support Services			**$1,575**

Estimated Travel Expenses	**$0**

Total First Year Cost	**$12,725**

Optional Items	Price
Interface: Court	$10,000
Interface Annual Support (per interface)	*$2,000*
Custom Reports (per report)	$1,000
Document Template Conversion After 100 Documents (per document)	$25
Additional Storage After Included 2TB (per terabyte, per year)	$1,000
Additional Storage After Included 2TB (per 100 terabytes, per year)	$39,000

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*Interfaces must conform to the appropriate DEFENDERbyKarpel Information Exchange Package Documentation (IEPD) for that interface. Interfaces that do not conform to the appropriate DEFENDERbyKarpel IEPD, will require Karpel development review before approval and will incur additional development and maintenance costs.

The stated costs for interfaces include Karpel's development and testing time. There may be an additional cost from the other vendor(s), which is not included within this contract.

This fee does not include additional hardware, Microsoft licenses, or networking services that may be necessary to properly and legally operate DbK. Said expenses are the Client's sole responsibility.
If a scheduled go-live date is changed within 60 days of the set date a 10% (of first year cost) penalty may be issued to cover the costs of booked travel, accommodations and time that may be removed from other current client start dates.

Pricing for Optional Services will remain valid up to 90 days from date of contracting signing. Upon the request to begin an Optional Service, an official notice to begin the service must be received.

Travel expenses include airfare, lodging and ground transportation.

As with any project, all prices are subject to change as new information arises or as workload increases. Karpel Solutions will seek approval from Client if more work will be necessary to make the changes along the way, as described above.

5.1 Payment Terms

Payment schedule to be 50% of Software User Licenses due upon signed contract agreement and the remaining cost due upon completion of implementation and training.

6. ANNUAL SUPPORT

6.1.1 TECHNICAL SUPPORT FEES

Client understands that technical support fees will be required annually, in order to receive software updates and technical support. The support period shall begin from the date of go-live as part of the initial first year costs. The Client may elect to purchase subsequent annual support, on a yearly basis at a fixed cost, and billed annually as referenced in Section 5 above. The option to purchase annual support is solely at the Client's discretion. The Client's license to use DbK is not dependent upon the Client purchasing annual support; however, if the Client discontinues annual support it will not be provided with updated versions of the software, unless it is purchased. Provided Client's computers, network and systems meet recommended specifications set for by Karpel Solutions and the Client is current with annual support payments then Karpel Solutions shall provide updated versions of their system and/or software as they become available during the terms of the contract. If the option for renewal is exercised, Karpel has the right to increase current pricing.

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6.1.2 SUPPORT PROVIDED

Karpel Solutions will provide support (e.g. software updates, general program enhancements and technical support) for all software provided, including ongoing unlimited telephone technical support problem determination, and resolution.

6.1.3 HOURS OF OPERATION

Karpel Solutions will provide technical support Monday through Friday, at a minimum of eight (8) hours a day. Technical support services shall be available between the hours of 7:00 a.m. through 9:00 p.m. Central time, via a toll-free telephone number provided. After-hours support is available as well via the same toll-free number which will reach the on-call support group.

6.1.4 INCLUDED SUPPORT

Support services include the detection and correction of software errors and the implementation of all DbK program changes, updates and upgrades. Karpel Solutions shall respond to the inquiries regarding the use and functionality of the solution as issues are encountered by Authorized Users. Support to users will be provided through the remote support tool installed on the end user's computer. This tool was installed at the time of go-live allowing Karpel to provide the needed support to meet the service level agreement. If this access is not allowed support will be delayed and the service level agreement (severity levels) are no longer in place.

6.1.5 RESPONSE TIMES

Karpel Solutions shall be responsive and timely to technical support calls/inquires made by the Client. The Client will first make support inquires through their qualified system administrators to assure the policies and business practices of the Client are enforced prior to contacting Karpel Solutions. The timeliness of the response is dependent upon the severity of the issue/support problem, as defined below:

The severity of the issue/support problem shall determine the <u>average problem resolution response time</u> *in any calendar month of the contract as follows:*

**If the remote support tool is not installed or available all issues will fall into the general assistance and the severity levels are no longer applicable.*

<u>Severity Level 1</u> shall be defined as urgent situations, when the Client's production system is down and the Client is unable to use DbK, Karpel Solutions' technical support staff shall accept the Client's call for assistance at the time the Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return the customer's call within one (1) business hour. Karpel Solutions shall resolve Severity Level 1 problems as quickly as possible, which on average should not exceed two (2) business days, unless otherwise authorized in writing by the Client.

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Severity Level 2 shall be defined as critical software system component(s) that has significant outages and/or failure precluding its successful operation, and possibly endangering the customer's environment. DbK may operate but is severely restricted. Karpel Solutions' technical support staff shall accept the customer's call for assistance at the time the customer places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return the Client's call within four (4) business hours. Karpel Solutions shall resolve Severity Level 2 problems as quickly as possible, which on average should not exceed three (3) business days, unless otherwise authorized in writing by the customer.

Severity Level 3 shall be defined as a minor problem that exists with DbK but the majority of the functions are still usable and some circumvention may be required to provide service. Karpel Solutions' technical support staff shall accept the Client's call for assistance at the time the customer places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return the Client's call on average no later than the next business day. Karpel Solutions shall resolve Severity Level 3 problems as quickly as possible, which should not exceed the next available release of software, unless otherwise authorized in writing by the Client.

General Assistance: For general software support/helpdesk calls not covered by the above severity level descriptions, Karpel Solutions' technical support staff shall accept the Client's call for assistance at the time the Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return the Client's call on average no later than the next business day.

7. LICENSE TERMS AND USE

This software, DbK is a proprietary product of Karpel Solutions. It is licensed (not sold) and is licensed to Client for its use only by the terms set forth below.

1. In consideration of payment of a sublicense fee, Karpel Solutions hereby grants Client a non-exclusive and non-transferable sublicense to use any associated manuals and/or documentation furnished.

2. Client cannot distribute, rent, sublicense or lease the software. A separate license of DbK is required for each user or employee. Each license of DbK may not be shared by more than one full time employee or user (40 hours per week), nor more than two (2) part-time employees or users, working no more than 40 hours per week together. The Client agrees that Karpel Solutions will suffer damages from the Client's breach of this term and further agrees that as such Karpel Solutions shall be entitled to the cost of the license, installation and training costs associated for each violation, including Karpel Solutions' reasonable attorneys' fees and costs.

3. License does not transfer any rights to software source codes, unless Karpel Solutions ceases to do business without transferring its duties under this agreement to another qualified software business. Karpel Solutions will, at client's expense, enter into escrow agreement for the storage of the source codes.

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4. DbK and its documentation are protected by copyright and trade secret laws. Client may not use, copy, modify, or transfer the software or its documentation, in whole or in part, except as expressly provided for herein. Karpel Solutions retains all rights in any copy, derivative or modification to the software or its documentation no matter by whom made. DbK is licensed for a single installation of one full time employee. A separate license is required for each installation of DbK. Client shall not provide or disclose or otherwise make available DbK or any portion thereof in any form to any third party. Client agrees that unauthorized copying and distribution will cause great damage to Karpel Solutions and this damage is far greater than the value of the copies involved.

5. DbK was developed exclusively at private expense and is Karpel Solutions' trade secret. For all purposes of the Freedom of Information Act or any other similar statutory right of "open" or public records the Software shall be considered exempt from disclosure. DbK is "commercial computer software" subject to limited utilization "Restricted Rights." DbK, including all copies, is and shall remain proprietary to Karpel Solutions or its licensors.

6. Public Agency Participation: Other public agencies may utilize the terms and conditions established by this Contract. "Public agency", for purposes of this paragraph, is defined to include any city, county, district, public authority, public agency, municipality, and other political subdivision. Mariposa County is not an agent, partner, or representative of such public agency, and is not obligated or liable for any action or debts that may arise out of such independently negotiated procurements. These so called "piggy-back" awards shall be made independently by each public agency, and that agency shall accept sole responsibility for placing orders with Vendor. Mariposa County does not accept any responsibility or involvement in the purchase orders or Contracts issued by other public agencies. Any such contract by another public agency must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of such public agency.

8. MARKETING

Client agrees that Karpel Solutions may identify Client as a customer of Karpel Solutions in Karpel Solutions' written promotional and marketing materials, as well as in any oral or visual presentations regarding the business of Karpel Solutions. Karpel Solutions may use any non-Confidential Information; such as aggregate statistical information as part of Karpel Solutions overall statistics for marketing or promotional efforts.

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IN WITNESS WHEREOF, the parties have caused this Agreement subject to the Master Terms and Conditions set forth below to be executed on the date first above written. This proposal is offered as an all-inclusive turnkey solution and, unless noted otherwise, pricing is based on acceptance of both services and licenses. Any changes to this solution may result in additional costs. If not accepted within thirty (30) days, Karpel Solutions reserves the right to withdraw this proposal. Should any adjustments to this proposal become necessary; Karpel Solutions will draft and present a "Change Order" to Client for its review and approval. This offer is entire agreement between the parties, and no oral agreements or other written documents, exclusive of the attached exhibits are part of the agreement. Any modifications of this agreement must be in writing, and prior to acceptance of this offer, Karpel Solutions reserves the right to make modifications to this offer. The signatories warrant they have the authority to bind their respective party.

Mariposa County	**Karpel Solutions**
_____	_____
Signature	Signature
Marshall Long	Jeff Karpel
_____	_____
Printed Name	Printed Name
Mariposa County Board of Supervisors Chairman, District Three Supervisor	Chief Application Design Architect
_____	_____
Title	Title
_____	_____
Date	Date

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Mailing Contact:

Catherine Chase/Walter W. Wall

Mailing Address:
5085 Bullion Street/ P.O. Box 730

Mariposa, California 95338

Billing Contact:
Catherine Chase

Billing Address:
P.O. Box 730

Mariposa, California 95338

Agency Project Manager Contact:
Catherine Chase

(209) 966-3626
Phone Number: _____

cchase@mariposacounty.org
Email Address: _____

Project IT Contact:
Mariposa County Technical Services

(209)742-6022
Phone Number: _____

helpdesk@mariposacounty.org
Email Address: _____

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9. MASTER TERMS AND CONDITIONS

KARPEL COMPUTER SYSTEMS, INC. (dba "Karpel Solutions"),
MASTER TERMS AND CONDITIONS

GENERAL TERMS

1. ACCEPTANCE TERM. The proposal attached to these Master Terms and Conditions is tendered for acceptance in its entirety within thirty (30) days from the date of the proposal, after which it is to be considered null and void.

2. PAYMENT TERMS. A statement for services rendered will be submitted by Karpel Solutions at the completion of the service. The invoice is payable upon receipt. Terms are Net thirty (30) days. Interest shall be applied at the rate of one and one half percent (1.5%) per month on any amounts not received by Karpel Solutions within the due date. Karpel Solutions reserves the right to discontinue performing services for client in the event of nonpayment of services by client, and client agrees to reimburse Karpel Solutions for reasonable collection expenses on delinquent accounts, including attorney's fees and costs.

3. ASSIGNMENT. This Agreement will inure to the benefit of and be binding upon Karpel Solutions and Client and Karpel Solutions' respective successors and assigns. Notwithstanding the foregoing, Client may not assign or otherwise transfer this Agreement or Client's rights and obligations under this Agreement without the prior written consent of Karpel Solutions, and any purported assignment or other transfer without such consent will be void and of no force or effect. Karpel Solutions may assign and /or transfer this Agreement or Karpel Solutions' rights and obligations under this Agreement at any time

4. MODIFICATION AND WAIVER. Any modifications of this Agreement must be in writing and signed by both parties. Neither party will be deemed to have waived any of its rights under the Agreement by any statement or representation other than (i) by an Authorized Representative and (ii) in an explicit written waiver. No waiver of a breach of this agreement will constitute a waiver of any prior or subsequent breach of this Agreement.

5. FORCE MAJEURE. Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach thereof are delay or prevented by reason of any act of God, government, fire, natural disaster, accident, terrorism, network or telecommunication system failure, sabotage or any other cause beyond the control of such party ("Force Majeure"), provided that such party promptly gives the other party written notice of such Force Majeure.

6. INDEPENDENT CONTRACTORS. The parties will be deemed to have the status of independent contractors, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, or partners or joint ventures. Neither party has the authority to bind, commit or make any representations, claims or warranties on behalf of the other party without obtaining the other party's prior written approval.

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7. SOFTWARE ANOMALIES. New commercial software releases or upgrades, or any hardware and/or software owned by or licensed to Client, used in connection with Karpel Solutions services may have anomalies, performance or integration issues unknown to Karpel Solutions which can impact the timely, successful implementation of information systems. Karpel Solutions will inform the client promptly if this occurs and will attempt to analyze, correct and/or work around the anomalies or performance issues on a "best effort" basis. Karpel Solutions is not responsible for any delay or inability to complete its services if such anomalies or performance issues occur. Client is responsible for payment for all of Karpel Solutions' services at the rate stated in the proposal whether or not a successful solution is achieved.

8. SOFTWARE AUDIT. Client agrees to allow Karpel Solutions the right to audit Client's use of DbK and licenses of DbK at any time. Client will cooperate with the audit, including providing access to any books, computers, records or other information that relate to the use of DbK. Such audit will not unreasonably interfere with Client's activities. In the event that an audit reveals unauthorized use, reproduction, distribution, or other exploitation of DbK, Client will reimburse Karpel Solutions for the reasonable cost of the audit, in addition to such other rights and remedies that Karpel Solutions may have. Karpel Solutions will not conduct an audit more than once per year.

9. CLIENT ENVIRONMENT. Client is responsible for the application, operation and management of its information technology environment, including but not limited to: (a) purchasing, licensing and maintaining hardware and software; (b) following appropriate operating procedures; (c) following appropriate protective measures to safeguard the software and data from unauthorized duplication, modification, destruction or disclosure; (d) following adequate backup contingency plans; and (e) employing qualified personnel to obtain the desired results. Karpel is not responsible for the loss of data in DbK or security breaches that result in the unauthorized dissemination of data contained in DbK that is the result of Client not following appropriate operating procedures, security and protective measures and/or following adequate backup contingency plans.

10. MATERIALS. Client will pay Karpel Solutions for materials purchased for the client's use. Materials may include computer hardware, software, hosting, facility leases, other services, telecommunications charges, freight, shipping, mailing, document reproduction and any other such costs incurred in performance of services for client. Upon mutual agreement, client will reimburse Karpel Solutions for all out-of-town travel expenses, such as automobile/airline travel, hotel, meals, and cab fare. Billing for services rendered on-site on an as needed basis will include portal-to-portal time.

11. TERMINATION. Client may terminate the Annual Support portion of this Agreement thirty (30) business days after it is has provided Karpel Solutions with written notice that it believes that Karpel Solutions has failed to perform under, or materially breaches, the Annual Support portion of this Agreement and of the Client's intent to terminate the Annual Support portion of this Agreement. Such written notice is to be sent Certified US Mail to Karpel Solutions at 9717 Landmark Parkway Dr., Suite 200, St. Louis, MO 63127. Thereafter, Karpel Solutions will have thirty (30) business days from the receipt of such notice to correct the stated problem. If at the end of such thirty (30) business day period, Karpel Solutions has not corrected the stated problem, then client may terminate the Annual

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Support portion of this Agreement. Karpel Solutions may terminate the Annual Support portion of this Agreement on thirty (30) days written notice.

12. COPYRIGHT. Karpel Solutions reserves the right to seek damages if Client is responsible for a subsequent violation of Karpel Solutions' copyright, and Client assumes responsibility for the acts and omissions of its agents acting in the course of their duties or otherwise with respect to the protection of Karpel Solutions' copyright.

LIMITED WARRANTIES, LIMITATION OF LIABILITY, INDEMNIFICATION

1. LIMITED WARRANTY. Karpel Solutions warrants it will perform all services in a professional manner by qualified personnel. Karpel Solutions warrants it has the requisite power and authority to enter into and perform its obligations under this Agreement. Karpel Solutions warrants that the performance by Karpel Solutions of any services described in the Agreement shall be in compliance with all applicable laws, rules and regulations. No representations or warranties as to the use, functionality or operation of DbK are made by Karpel Solutions other than as expressly stated in this Agreement.

2. INTERNET AND NETWORK. Karpel Solutions makes DbK available to Client through the Internet and/or Client's own network and systems, to the extent commercially reasonable, and subject to outages, communication and data flow failures, interruptions and delays inherent in the Internet and network communications on the Client's own network and systems. Client recognizes that problems with the Internet, including equipment, software and network failures, impairments or congestion, or the configuration of Client's own computer systems and network, may prevent, interrupt or delay Client's access to DbK. Karpel Solutions is not liable for any delays, interruptions, suspensions or unavailability of DbK attributable to problems with the Internet or the configuration of Client's computer systems or network.

3. PASSWORD PROTECTION. Access to DbK is password-protected. Karpel Solutions provides multiple authentication alternatives for access to DbK. KARPEL SOLUTIONS STRONGLY ENCOURAGES THE USE OF STRONG PASSWORD AUTHENTICATION. Karpel Solutions is not responsible for Client's use of the DbK. Only the number of users set forth above may access the Service and Website. Client must inform their users that they are subject to, and must comply with, all of the terms of this Agreement. Client is fully responsible for the activities of Client's employees and authorized agents who access to DbK. Karpel Solutions is not liable for any unauthorized access to DbK and data or information contained therein, including without limitation access caused by failure to protect the login and password information of users.

4. SYSTEM REQUIREMENTS. Karpel Solutions provides DbK based upon the system requirements as specified by Karpel Solutions for Client. Karpel Solutions has no liability for any failure of DbK based upon Client's failure to comply with the system requirements of Karpel Solutions.

5. THIRD PARTY SOFTWARE. Karpel Solutions makes no express or implied warranties as to the quality of third party software or as to Karpel Solutions' ability to support such software on an on-going basis.

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6. LIMITED ENGAGEMENT. Due to the limited nature of Karpel Solutions' engagement by client, Karpel Solutions makes no express or implied warranties as to the quality of, or the ability of software developed by Karpel Solutions to operate with, any hardware, network, software, systems and/or external data flows already in place at client's facilities or as may be added by the client.

7. DISCLAIMER. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS AND IMPLIED, WHICH ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NONINFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING OUT OF A USE IN TRADE OR COURSE OF DEALING OR PERFORMANCE. KARPEL SOLUTIONS DOES NOT WARRANT (i) THAT ACCESS TO OR USE OF ALL OR ANY PART OF DBK WILL BE CONTINUOUS, ERROR-FREE OR UNINTERRUPTED, (ii) THAT THE RESULTS ARISING OUT OF CLIENT'S USE OF DBK WILL BE ACCURATE, COMPLETE OR ERROR-FREE, OR (iii) THAT THE SERVICE, SOFTWARE, DOCUMENTATION OR WEBSITE WILL MEET CLIENT'S NEEDS.

KARPEL SOLUTIONS EMPLOYEES

Karpel Solutions has spent substantial sums of money and invested large amounts of time in recruiting, supervising and training Karpel Solutions employees. Client further agrees that it has a unique opportunity to evaluate Karpel Solutions employees' performance, and has the potential to hire Karpel Solutions employees, and further agrees that such hiring away would substantially disrupt the essence of Karpel Solutions' business and ability to provide its services for others, and as such Karpel Solutions cannot agree to such a hiring. The Client acknowledges that Karpel Solutions employees work for Karpel Solutions under a non-competition agreement; therefore, Client agrees it shall not solicit for employment or contract as an independent contractor, or otherwise hire or engage a Karpel Solutions employee during the term of this Agreement or for a period of 2 years after the completion/termination of the project, whichever is longer.

CONFIDENTIALITY

1. CONFIDENTIALITY. Neither party shall disclose or use any confidential or proprietary information of the other party. The foregoing obligations shall not apply to information which: (i) is or becomes known publicly through no fault of the receiving party; (ii) is learned by the receiving party from a third party entitled to disclose it; or (iii) is already known to the receiving party.

2. PERSONALLY IDENTIFIABLE INFORMATION. The parties recognize that certain data Client or Karpel Solutions may use in conjunction with the DbK may be confidential personally identifiable information of third parties. Karpel Solutions shall use all best efforts to protect the confidentiality of personally identifiable information of third parties. Karpel Solutions shall have no liability for disclosure of personally identifiable information caused by Client's own negligence or misconduct.

3. DISCLOSURE REQUIRED BY LAW. In the event that any confidential or proprietary information is required to be disclosed pursuant to any law, code, regulation or court order from a court of competent jurisdiction, the receiving party shall give the disclosing party immediate written notice

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of such requirement and shall use its best efforts to seek or to cooperate with the disclosing party in seeking a protective order with respect to the confidential information requested.

4. SIMILAR PROGRAMS AND MATERIALS. Provided Karpel Solutions does not violate the provisions of this section regarding confidentiality, the Agreement shall not preclude Karpel Solutions from developing for itself, or for others, programs or materials which are similar to those produced as a result of services provided to Client.

5. INJUNCTIVE RELIEF. Any breach of the confidentiality provisions of this Section will cause irreparable harm to the other party. The parties agree that the non-breaching party may enforce the provisions of this Section by seeking an injunction, specific performance, criminal prosecution or other equitable relief without prejudice to any other rights and remedies the non-breaching party may have.

MARKETING

1. Client agrees that Karpel Solutions may identify Client as a customer of Karpel Solutions in Karpel Solutions' written promotional and marketing materials, as well as in any oral or visual presentations regarding the business of Karpel Solutions.

2. Provided Karpel Solutions does not violate the provisions of the foregoing section regarding confidentiality, Karpel Solutions shall have the right to demonstrate for other prospective clients any application developed by Karpel Solutions under this Agreement and shall have the right to include information about any such application in marketing materials and presentations.

MISCELLANEOUS

1. ELECTRONIC DOCUMENTS. To the extent possible, and under the terms required by Client, Client and Karpel Solutions may communicate by electronic means, including but not limited to facsimile documents. Both parties agree that: a signature or an identification code ("USERID") contained in an electronic document is legally sufficient to verify the sender's identity and the document's authenticity; an electronic document that contains a signature or USERID is a signed writing; and that an electronic document, or any computer printout of it, is an original when maintained in the normal course of business.

2. SEVERABILITY. If any portion of this Agreement is held to be void, invalid or otherwise unenforceable, in whole or in part, then the remaining portions of the Agreement shall remain in effect. This is the complete and exclusive statement of the Agreement between the parties which supersedes all proposals, oral or written, relating to the subject matter of this Agreement.

3. ENTIRE AGREEMENT. This Agreement constitutes the sole agreement between client and Karpel Solutions with respect to the subject matter hereof. It may not be modified or assigned except by written agreement of Client and Karpel Solutions.

4. NOTICES. Any notices provided under this Agreement will be in writing in the English language and will be deemed to have been properly given if delivered personally or if sent by (i) a recognized

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overnight courier, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) facsimile, if confirmed by mail. Karpel Solutions' address for such notices is set forth below. Client's address for such notices will be the address on file with Karpel Solutions as provided by Client. Such address or contact information may be revised from time to time by provision of notice as described in this Section. All notices sent by mail will be deemed received on the tenth (10th) business day after deposit in the mail. All notices sent by overnight courier will be deemed given on the next business day after deposit with the overnight courier. All notices sent by facsimile will be deemed given on the next business day after successful transmission.

Karpel Solutions
9717 Landmark Parkway Dr., Suite 200
St. Louis, MO 62127
(314) 892-6300
mziemianski@karpel.com

5. GOVERNING LAW. The parties agree that California law applies to all matters of interpretation of this agreement. The parties further agree that the prevailing party shall be entitled to a judgment for its reasonable attorneys' fees and costs.

Attachment: Mariposa County Public Defender DbK Contract- 1-18-2021 (RES-2021-39 : Approve an Agreement with Karpel Computer Systems,

MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 9

RESOLUTION - ACTION REQUESTED 2021-40

MEETING: January 26, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Memorandum of Agreement with Yosemite National Park Services

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RECOMMENDATION AND JUSTIFICATION:
Ratify Health and Human Services Agency (HHSA) Director and Health Officer's Action to implement dispensing of COVID-19 vaccine and approve Memorandum of Agreement (MOA) with Yosemite National Park Services.

California Department of Public Health, through the Centers for Disease Control and Prevention (CDC), will provide the COVID-19 vaccine to County of Mariposa residents. Given the prevalence of COVID-19 throughout the County, HHSA immediately began collaborative efforts with key community partners to dispense available vaccine on December 18, 2020. As documented in the MOA, Yosemite National Park Services will provide site locations and adhere to key CDC guidelines and medical protocols regarding Points of Dispensary (POD) for the vaccine. HHSA staff will facilitate required staff training/education for vaccine POD as well as consultation and assistance pertaining to public health related matters.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board does not have a prior history with Yosemite National Park Services for this specific purpose.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Failure to ratify action and approve the MOA poses dire consequences in the effort to prevent and reduce illnesses caused by COVID 19.

FINANCIAL IMPACT:
No impact to General Fund.

ATTACHMENTS:
MOA wYNP - DH and HO signatures (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Tom Sweeney, District II Supervisors
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

Memorandum of Agreement (MOA)

Regarding Mass Prophylaxis Dispensing
Point of Dispensing (POD)

This Memorandum of Agreement is entered into this the 18th day of December, 2020 between Yosemite National Park Services (YNP), whose address is 9000 Ahwahnee Drive, Yosemite, CA 95389 and the COUNTY OF MARIPOSA, more specifically MARIPOSA HEALTH AND HUMAN SERVICES/HHSA.

Definitions:

- MARIPOSA HEALTH AND HUMAN SERVICES/HHSA
- Coronavirus disease 2019 (COVID-19): the disease caused by severe acute respiratory syndrome coronavirus 2 identified in 2019.
- POD: Point of Dispensing
- Organization: Medical related business or agency that meets the criteria to provide COVID-19 vaccine.
- Location: The physical location the organization will operate as a POD.
- Vaccine: Vaccine designed to prevent or reduce illness caused by COVID-19. May include various manufactures consisting of different storage requirements.

Recitals

WHEREAS, the Centers for Disease Control and Prevention (CDC), through the California Department of Public Health (CDPH), will provide the COVID-19 vaccine, to MARIPOSA HEALTH AND HUMAN SERVICES/HHSA for Mariposa County; and

WHEREAS, the MARIPOSA HEALTH AND HUMAN SERVICES/HHSA approves the transfer of a pre-determined quantity of the aforementioned vaccine to YNP : and

WHEREAS, the MARIPOSA HEALTH AND HUMAN SERVICES/HHSA wishes to collaborate with YNP to enhance its ability to respond to a catastrophic viral communicable threat of epidemic proportion.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

The Organization Agrees:

- To request and dispense vaccines in accordance with prioritization guidelines set forward by the state of California, at a site chosen by the "Organization" and with no liability assumed by MARIPOSA HEALTH AND HUMAN SERVICES/HHSA.

Attachment: MOA wYNP - DH and HO signatures (RES-2021-40 : Memorandum of Agreement with Yosemite National Park Services)

- To utilize pharmaceuticals in accordance with the policies and procedures outlined in the MARIPOSA HEALTH AND HUMAN SERVICES/HHSA Public Health Emergency Response Plan and the Organization's own Mass Prophylaxis Dispensing Plan (on file with the MARIPOSA HEALTH AND HUMAN SERVICES/HHSA).

- To provide any updates of the Organization's Mass Prophylaxis Dispensing Plan to the MARIPOSA HEALTH AND HUMAN SERVICES/HHSA.

- To provide training and education to all locations staff that will be utilized in Mass Prophylaxis Dispensing Operations in regard to specifics of the Mass Prophylaxis Dispensing Plan provided by the Organization.

- To identify employees by the jurisdiction of residence and provide that information to MARIPOSA HEALTH AND HUMAN SERVICES/HHSA.

- Provide vaccines at no cost, except an optional administration fee as permitted by the STATE OF CALIFORNIA.

- To participate in any MARIPOSA HEALTH AND HUMAN SERVICES/HHSA - sponsored dispensing training/education opportunities.

- To provide an emergency point of contact information to ensure timely notification of the Organization in the event of a public health emergency.

- To dispense vaccines and supplies in accordance with the guidance provided by the manufacturer.

- To maintain accurate records (inventory) of vaccines dispensed and then provide those to MARIPOSA HEALTH AND HUMAN SERVICES/HHSA in a timely manner.

- To agree to and abide by all vaccine reporting requirements set forth by STATE OF CALIFORNIA, CDC and MARIPOSA HEALTH AND HUMAN SERVICES/HHSA.

- To secure any unused vaccines using temperature guidelines as specified by the manufacturer until such time as MARIPOSA HEALTH AND HUMAN SERVICES/HHSA can make arrangements for retrieval or return.

Attachment: MOA wYNP - DH and HO signatures (RES-2021-40 : Memorandum of Agreement with Yosemite National Park Services)

- To compile and file an after-action report with the MARIPOSA HEALTH AND HUMAN SERVICES/HHSA, identifying shortfalls and accomplishments of the operation.

MARIPOSA HEALTH AND HUMAN SERVICES/HHSA Agrees:

- To provide the Organization Mass Prophylaxis Dispensing staff specific training/education as needed to administer the vaccine.
- To provide pre-event planning, marketing/messaging and technical assistance, including but not limited to supply lists, POD layouts, fact sheets, dispensing algorithms, etc.
- To, conditionally, ensure delivery/availability of the appropriate amount of vaccines in a reasonable, timely manner.
- To provide coordination as outlined in the MARIPOSA HEALTH AND HUMAN SERVICES/HHSA Emergency Plan to the Organization to the best of their ability.
- To provide the Organization with proper standing orders and medical protocols regarding Dispensing activities, including but not limited to, dosing, follow-up procedures, and releasable information regarding the public health emergency situation.
- To provide the Organization with consultation and assistance as needed and available for the given public health emergency.
- To make arrangements to collect any unused vaccines as well as copies of all medical documentation.
- To provide after-action consultation to the Organization.

It Is Mutually Agreed That:

- The confidentiality of patients and patient information will be maintained as written and enforced by the Health Insurance Portability and Accountability Act (HIPAA).

Attachment: MOA wYNP - DH and HO signatures (RES-2021-40 : Memorandum of Agreement with Yosemite National Park Services)

- This Memorandum can be extended by two-year intervals with agreement of both parties.
- This Memorandum can be amended by mutual agreement of both parties at any time and may be terminated by either party upon 60 days' notice in writing to the other party.
- This Memorandum will not supersede any laws, rules or polices of either party.
- This agreement shall become effective when agreed upon and signed by both parties.

SIGNATURES

My signature indicates agreement with the above-stated agreements and conditions:

Director of the MARIPOSA HEALTH AND HUMAN SERVICES /HHSA	Date
Health Officer of MARIPOSA COUNTY	Date 12/18/2020
Organization Representative	Date

Attachment: MOA wYNP - DH and HO signatures (RES-2021-40 : Memorandum of Agreement with Yosemite National Park Services)

MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 9

RESOLUTION - ACTION REQUESTED 2021-41

MEETING: January 26, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Memorandum of Agreement with Pioneer Market

RECOMMENDATION AND JUSTIFICATION:
Ratify Health and Human Services Agency (HHSA) Director and Health Officer's Action to implement dispensing of COVID-19 vaccine and approve Memorandum of Agreement (MOA) with Pioneer Market.

California Department of Public Health, through the Centers for Disease Control and Prevention (CDC), will provide the COVID-19 vaccine to County of Mariposa residents. Given the prevalence of COVID-19 throughout the County, HHSA immediately began collaborative efforts with key community partners to dispense available vaccine on December 18, 2020. As documented in the MOA, Pioneer Market will provide site locations and adhere to key CDC guidelines and medical protocols regarding Points of Dispensary (POD) for the vaccine. HHSA staff will facilitate required staff training/education for vaccine POD as well as consultation and assistance pertaining to public health related matters.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board does not have a prior history with Pioneer Market for this specific purpose.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Failure to ratify action and approve the MOA poses dire consequences in the effort to prevent and reduce illnesses caused by COVID 19.

FINANCIAL IMPACT:
No impact to General Fund.
05/22/12 001-0401-621-0414 · Medical/Laboratory $3,575.00
05/22/12 001-0104-414-1090 · General Contingency ($3,575.00)
Total: $0.00

ATTACHMENTS:
MOA with Pioneer - Wcsignature (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Tom Sweeney, District II Supervisors
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

Memorandum of Agreement (MOA)

Regarding Mass Prophylaxis Dispensing
Point of Dispensing (POD)

This Memorandum of Agreement is entered into this the 22 day of December, 2020 between the Pioneer Market (PIONEER), whose address is 5034 Coakley Cir, Mariposa, CA 95338 and the COUNTY OF MARIPOSA, more specifically MARIPOSA HEALTH AND HUMAN SERVICES/HHSA.

Definitions:

- MARIPOSA HEALTH AND HUMAN SERVICES/HHSA
- Coronavirus disease 2019 (COVID-19): the disease caused by severe acute respiratory syndrome coronavirus 2 identified in 2019.
- POD: Point of Dispensing
- Organization: Medical related business or agency that meets the criteria to provide COVID-19 vaccine.
- Location: The physical location the organization will operate as a POD.
- Vaccine: Vaccine designed to prevent or reduce illness caused by COVID-19. May include various manufactures consisting of different storage requirements.

Recitals

WHEREAS, the Centers for Disease Control and Prevention (CDC), through the California Department of Public Health (CDPH), will provide the COVID-19 vaccine, to MARIPOSA HEALTH AND HUMAN SERVICES/HHSA for Mariposa County; and

WHEREAS, the MARIPOSA HEALTH AND HUMAN SERVICES/HHSA approves the transfer of a pre-determined quantity of the aforementioned vaccine to PIONEER : and

WHEREAS, the MARIPOSA HEALTH AND HUMAN SERVICES/HHSA wishes to collaborate with PIONEER to enhance its ability to respond to a catastrophic viral communicable threat of epidemic proportion.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

The Organization Agrees:

- To request and dispense vaccines in accordance with prioritization guidelines set forward by the state of California, at a site chosen by the "Organization" and with no liability assumed by MARIPOSA HEALTH AND HUMAN SERVICES/HHSA.

Attachment: MOA with Pioneer - Wcsignature (RES-2021-41 : Memorandum of Agreement with Pioneer Market)

- To utilize pharmaceuticals in accordance with the policies and procedures outlined in the MARIPOSA HEALTH AND HUMAN SERVICES/HHSA Public Health Emergency Response Plan and the Organization's own Mass Prophylaxis Dispensing Plan (on file with the MARIPOSA HEALTH AND HUMAN SERVICES/HHSA).

- To provide any updates of the Organization's Mass Prophylaxis Dispensing Plan to the MARIPOSA HEALTH AND HUMAN SERVICES/HHSA.

- To provide training and education to all locations staff that will be utilized in Mass Prophylaxis Dispensing Operations in regard to specifics of the Mass Prophylaxis Dispensing Plan provided by the Organization.

- To identify employees by the jurisdiction of residence and provide that information to MARIPOSA HEALTH AND HUMAN SERVICES/HHSA.

- Provide vaccines at no cost, except an optional administration fee as permitted by the STATE OF CALIFORNIA.

- To participate in any MARIPOSA HEALTH AND HUMAN SERVICES/HHSA - sponsored dispensing training/education opportunities.

- To provide an emergency point of contact information to ensure timely notification of the Organization in the event of a public health emergency.

- To dispense vaccines and supplies in accordance with the guidance provided by the manufacturer.

- To maintain accurate records (inventory) of vaccines dispensed and then provide those to MARIPOSA HEALTH AND HUMAN SERVICES/HHSA in a timely manner.

- To agree to and abide by all vaccine reporting requirements set forth by STATE OF CALIFORNIA, CDC and MARIPOSA HEALTH AND HUMAN SERVICES/HHSA.

- To secure any unused vaccines using temperature guidelines as specified by the manufacturer until such time as MARIPOSA HEALTH AND HUMAN SERVICES/HHSA can make arrangements for retrieval or return.

Attachment: MOA with Pioneer - Wcsignature (RES-2021-41 : Memorandum of Agreement with Pioneer Market)

- To compile and file an after-action report with the MARIPOSA HEALTH AND HUMAN SERVICES/HHSA, identifying shortfalls and accomplishments of the operation.

MARIPOSA HEALTH AND HUMAN SERVICES/HHSA Agrees:

- To provide the Organization Mass Prophylaxis Dispensing staff specific training/education as needed to administer the vaccine.
- To provide pre-event planning, marketing/messaging and technical assistance, including but not limited to supply lists, POD layouts, fact sheets, dispensing algorithms, etc.
- To, conditionally, ensure delivery/availability of the appropriate amount of vaccines in a reasonable, timely manner.
- To provide coordination as outlined in the MARIPOSA HEALTH AND HUMAN SERVICES/HHSA Emergency Plan to the Organization to the best of their ability.
- To provide the Organization with proper standing orders and medical protocols regarding Dispensing activities, including but not limited to, dosing, follow-up procedures, and releasable information regarding the public health emergency situation.
- To provide the Organization with consultation and assistance as needed and available for the given public health emergency.
- To make arrangements to collect any unused vaccines as well as copies of all medical documentation.
- To provide after-action consultation to the Organization.

It Is Mutually Agreed That:

- The confidentiality of patients and patient information will be maintained as written and enforced by the Health Insurance Portability and Accountability Act (HIPAA).

Attachment: MOA with Pioneer - Wcsignature (RES-2021-41 : Memorandum of Agreement with Pioneer Market)

- This Memorandum can be extended by two-year intervals with agreement of both parties.
- This Memorandum can be amended by mutual agreement of both parties at any time and may be terminated by either party upon 60 days' notice in writing to the other party.
- This Memorandum will not supersede any laws, rules or polices of either party.
- This agreement shall become effective when agreed upon and signed by both parties.

SIGNATURES

My signature indicates agreement with the above-stated agreements and conditions:

Director of the MARIPOSA HEALTH AND HUMAN SERVICES /HHSA	Date
Health Officer of MARIPOSA COUNTY	11/4/21 Date
Organization Representative	12/22/20 Date

Attachment: MOA with Pioneer - Wcsignature (RES-2021-41 : Memorandum of Agreement with Pioneer Market)

MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 9

RESOLUTION - ACTION REQUESTED 2021-42

MEETING: January 26, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Mariposa Safe Families Prevention Contract

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Mariposa Safe Families to carry out substance abuse prevention activities in an amount not to exceed $104,065; and authorize the Board of Supervisors Chair to sign the Agreement.

On August 19, 2008, as approved by the Board per Resolution Number 08-394, the Agency sent out a letter of interest to all community partners who were potentially qualified to administer the Substance Abuse Prevention Programs. A committee was convened to review proposals, and it was decided that Mariposa Safe Families would provide these services. Mariposa Safe Families has provided excellent services at the high school and in the community, and Health and Human Services Agency staff recommend that the County enter into another Agreement with this organization for substance abuse prevention activities.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The previous agreement was approved on November 26, 2019, by Resolution No. 2019-673.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The services of this agency would not be available to conduct alcohol and other drug prevention activities for Mariposa County youth and adults.

FINANCIAL IMPACT:
This Agreement is funded through Federal Substance Abuse Prevention and Treatment funds. This Agreement is budgeted in the Alcohol and Drug Budget 001-0403. There is no impact to the County General Fund.

ATTACHMENTS:
MSF FNL Agreement 2021 - Wcsignature (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Tom Sweeney, District II Supervisors
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

AGREEMENT FOR PREVENTION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20__, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Mariposa Safe Families ("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 October 1, 2020 and terminate on September 30, 2021 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform prevention 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 $104,065. The Contractor's rates are listed in Exhibit B, "Cost Proposal." The 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 the 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 the Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

Attachment: MSF FNL Agreement 2021 - Wcsignature (RES-2021-42 : Mariposa Safe Families Prevention Contract)

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

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

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability

Attachment: MSF FNL Agreement 2021 - Wcsignature (RES-2021-42 : Mariposa Safe Families Prevention Contract)

to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

(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

Contractor shall hold harmless, defend and indemnify County and its officers, employees, agents, and volunteers, from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was 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 the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of

Attachment: MSF FNL Agreement 2021 - Wcsignature (RES-2021-42 : Mariposa Safe Families Prevention Contract)

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. ASSIGNMENT

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

10. 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:
Mariposa Safe Families
P.O. Box 545
Mariposa, CA 95338

COUNTY:
County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338
Fax: (209) 742-0996

11. COMPLIANCE

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

Attachment: MSF FNL Agreement 2021 - Wcsignature (RES-2021-42 : Mariposa Safe Families Prevention Contract)

12. PUBLIC RECORDS ACT

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

13. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and County of Mariposa Health and Human Services Agency. 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.

14. 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.

15. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.

B. Either party may terminate this Agreement for convenience upon 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.

16. 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.

Attachment: MSF FNL Agreement 2021 - Wcsignature (RES-2021-42 : Mariposa Safe Families Prevention Contract)

17. DISPUTES

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

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

18. CAPTIONS

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

19. 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.

20. MANDATORY AND PERMISSIVE

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

21. 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.

22. COUNTERPARTS

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

23. 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.

24. CONTROLLING LAW

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

Attachment: MSF FNL Agreement 2021 - Wcsignature (RES-2021-42 : Mariposa Safe Families Prevention Contract)

25. AUTHORITY

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

26. 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.

27. 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.

28. 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.

29. FUNDING AVAILABILITY

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

Attachment: MSF FNL Agreement 2021 - Wcsignature (RES-2021-42 : Mariposa Safe Families Prevention Contract)

such reduction or modification of the County budget, or offer an Agreement amendment 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

_____
, Chair
Board of Supervisors

ATTEST:

_____
Rene LaRoche
Clerk of the Board

CONTRACTOR

_____
(Signature)

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

Attachment: MSF FNL Agreement 2021 - Wcsignature (RES-2021-42 : Mariposa Safe Families Prevention Contract)

Exhibit A
SCOPE OF WORK

Mariposa County Health and Human Services, through the Health division (MCH), will contract with Mariposa Safe Families (MSF) to implement Mariposa County Prevention Programs and the Friday Night Live and Club Live programs.

1. MSF shall provide services in accordance with the goals and objectives outlined in the Mariposa County Behavioral Health Strategic Prevention Plan (SPP). All activities claimed shall be as outlined in the SPP.

2. By May 31, 2021, MSF will work with the county designated prevention coordinator to review, update, and amend the Mariposa County SUD Strategic Prevention Planning Goals/Objectives. Revisions will be submitted in writing no later than May 31, 2021 to Mariposa County Behavioral Health and Recovery Services (MCH). These revisions will be incorporated into the ongoing version of the Mariposa County Strategic Prevention Plan (SPP) and submitted to the Department of Health Care Services (DHCS) for further review and approval. MSF agrees to continue to work with MCH and DHCS to review and amend the plan annually.

3. MSF shall submit a written evaluation of progress covering the period July 1, 2020 through June 30, 2021 by July 31, 2021. MSF will continue to use the California Healthy Kids Survey, the Youth Development Survey as evaluation tools and any additional tools or surveys deemed relevant.

4. MSF shall facilitate the development of a Advisory Youth Group with input from community partners, including Native American Youth.

5. MSF shall support the Advisory Youth Group in development of education campaign and messages in the community and ad the middle school level. This Advisory Youth Group shall support identification of youth led projects in partnership with community partners.

6. MSF shall facilitate the Advisory Youth Group in developing afterschool activities for youth of middle and high school ages no less than twice weekly.

7. MSF will report out in the Mariposa Abuse Prevention Coalition, Community Corrections Partnership and Behavioral Health Board as well as continue working with existing community groups in a prevention network as outlined in the SPP.

5. MSF will meet with High School Administrators to develop a workplan with in the first quarter of this contract. This plan is to be submitted to MCH with in the first quarter of this contract. This workplan shall identify gaps in staff knowledge, information, attitudes and practices that affect school climate. In addition, evidence based strategies to improve school

Attachment: MSF FNL Agreement 2021 - Wcsignature (RES-2021-42 : Mariposa Safe Families Prevention Contract)

climate around substance use will be identified and implemented. These sessions shall be conducted no less than quarterly with school staff.

6. MSF shall conduct qualitative interviews, focus groups and surveys within the adult community of Mariposa County to assess changes in adults attitudes toward underage drinking. MSF shall identify evidence based interventions to assist in reducing the acceptance of underage drinking.

7. MSF will continue to facilitate Friday Night Live activities in accordance with the requirements of the California Friday Night Live Partnership guidelines for Friday Night Live Programs. Engaging in programing that meets the FNL Youth Development Standards of Practice, Operating Principles and Core Components.

8. MSF will meet the Member in Good Standing (MIGs) as determined by DHCS in conjunction with the California FNL Partnership. MSF will develop a monthly report of compliance or work toward compliance of the MIGs.

9. MSF will continue to facilitate Club Live activities in accordance with the requirements of the California Friday Night Live Partnership guidelines for Friday Night Live programs. All Friday Night Live and Club Live Programs will be fully implemented within the first quarter of this contract.

10. MSF agrees to provide input into Primary Prevention Substance Use Disorder Data Services (PPSDS) and monthly service data for each of these prevention programs (including activities conducted, numbers of youth seen, sign in sheets, correctly completed reporting forms, and other data as required by DHCS) to the MCH designated prevention coordinator for the purpose of verifying PPSDS data entry, no later than the 10th of the month for the previous month's data. (i.e. submit October report by November 10th). Any delays in providing monthly data may result in delay or withholding of payment by MCH.

11. MSF agrees to provide monthly narrative reports to MCH in accordance with Substance Abuse Prevention and Treatment (SAPT) and FNL contracts, no later than the 10th of the month.

12. MSF agrees to provide monthly fiscal reports/invoices to the MCH for the purpose of reimbursement, no later than the 10th of the month.
13. MSF agrees to meet with the prevention coordinator no less than 1 time monthly for contract monitoring and programmatic progress.

11. MSF will coordinate attendance at State or regional trainings with MCH. MSF shall be given any county-assigned free training slots.

SABG Requirements

Attachment: MSF FNL Agreement 2021 - Wcsignature (RES-2021-42 : Mariposa Safe Families Prevention Contract)

MSF will provide and maintain the following items documenting compliance with SABG grant funding:

- MSF will demonstrate that they do not discriminate in service delivery or hiring processes.
- MSF will provide policy and procedures on the expenditure of SABG funds, including prohibition on expenditures for land, construction and permeant improvements to buildings; to not use SABG funds to satisfy requirements for the expenditure of non federal funds; to not provide financial assistance to any entity than a public or non profit public entity; to not expend funds to provide hypodermic needles or syringes.
- MSF will develop policy and procedures ensuring access and reasonable accommodation for people with disabilities.
- MSF shall develop policy and procedures regarding confidentiality within the prevention programs.
- MSF agrees to train staff in the CLAS standards and implement the CLAS standards. MSF agrees to attend all cultural competence trainings provided by MCH annually.
- MSF shall arrange for language assistance, if needed, ensuring that minors are not utilized as interpreters.
- MSF shall implement the Mariposa County Behavioral Health Strategic Prevention Plan 2020-2025 across all populations identified in the plan and present in Mariposa County.

Attachment: MSF FNL Agreement 2021 - Wcsignature (RES-2021-42 : Mariposa Safe Families Prevention Contract)

Exhibit B
COST PROPOSAL

Staff Salary - Executive Director (ED) (Attend Program Related Meetings; Tracking of staff use of time; Community relations; Fiscal Management of Program Expenses; Reporting and data entry into PPSDS; Ensuring full compliance of scope of work)	20 hours per week X $24.00 = $480.00 per week October 01, 2020 to September 30, 2021 = $24,960.00
Staff Salary - Prevention Specialist (PS) (Organize, coordinate and assist in program implementation; provide and/or arrange trainings; Prepare and present presentations to community members, school staff, and partners on substance abuse prevention; Collection of data, statistics, and other relevant information; Lead on the "After School Matters" program.)	30 hours per week X $20.00 = $600.00 per week October 01, 2020 to September 30, 2021 = $31,200.00
Staff Salary - Youth Coordinator (Recruitment of youth for FNL and the Youth Advisory Council (YAC); Community Relations for YAC; Conduct presentations to community groups or	20 hours per week X $15.00 = $300 per week October 01, 2020 to September 30, 2021 = $15,600.00

Attachment: MSF FNL Agreement 2021 - Wcsignature (RES-2021-42 : Mariposa Safe Families Prevention Contract)

other agencies on YAC; Provide supervision to youth; Development of PSA's)	
Payroll Expenses – Other	$100 per month X 12 months= $1,200.00
Program Expenses and Supplies (program related expenses to include but not be limited to: mileage and travel; craft supplies; games; outdoor activity supplies; guest speakers; food supplies)	$10,000.00
Office Expenses - Rent (office space rent storage unit rent)	$8160.00
Office Expenses - Utilities (PG&E: Telephone; Internet, cellular, Propane)	$300 per month x 12 months= $5300
Office Expenses and Supplies (paper, ink, copier/printer fees for SAPT related reporting, advertisement, and marketing; Quickbooks	$800.00

Attachment: MSF FNL Agreement 2021 - Wcsignature (RES-2021-42 : Mariposa Safe Families Prevention Contract)

costs and fees; video maker)	
Friday Night Live/Club Live (specific)	$6,000.00
TOTAL:	$103,220.00

The above budget is for the continued oversight of the Club Live/Friday Night Live Programs by MSF for the following Mariposa County schools:

- Woodland Elementary School
- Mariposa Elementary School
- Sierra Foothill Charter School
- Mariposa County High School

MSF will have a Club Live/Friday Night Live liaison for the following North County Schools:

- Lake Don Pedro Elementary
- Greeley Hill Elementary

Attachment: MSF FNL Agreement 2021 - Wcsignature (RES-2021-42 : Mariposa Safe Families Prevention Contract)

MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 9

RESOLUTION - ACTION REQUESTED 2021-43

MEETING: January 26, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Memorandum of Understanding - Native Solutions

RECOMMENDATION AND JUSTIFICATION:
Approve a Memorandum of Understanding between the County of Mariposa and Native Solutions for Driving Under the Influence (DUI) educational services; and authorize the Board of Supervisors to Sign the Memorandum of Understanding.

Native Solutions will provide Drinking Driver Program Services to County clients, pursuant to the provisions outlined in California Code of Regulations, Title 9, Division 4 Chapter 3, April 2012. Native Solutions will obtain and maintain licensure through the Department of Healthcare Services (DHCS) for operation of DUI programs, including compliance with all training, certification and regulatory guidance per program.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors has no prior history with Native Solutions.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The County of Mariposa's ability to perform state required DUI courses would be greatly hindered.

FINANCIAL IMPACT:
Native Solutions will be reimbursed by client fees for the costs associated with this program. Native Solutions will pay HHSA a 2% administrative fee for oversight. There is no impact to the General Fund.

ATTACHMENTS:
MOU Native Solutions - Wcsignature (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Tom Sweeney, District II Supervisors
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

MEMORANDUM OF UNDERSTANDING
BETWEEN

Mariposa County AND

Native Solutions

THIS AGREEMENT is made and entered into__day of _____, 20__ by and between the COUNTY OF MARIPOSA, a political subdivision of the State of California ("COUNTY"),and NATIVE SOLUTIONS, a California Corporation ("CONTRACTOR").

AGREEMENT

TERM: To begin December 1, 2020 and continuing and modified or cancelled.

SCOPE OF SERVICES: Contractor shall provide Drinking Driver Program Services to COUNTY clients, pursuant to the provisions outlined in California Code of Regulations, Title 9, Division 4 Chapter 3, April 2012. Programs include Wet Reckless, First Offender and Multiple Offender Drinking Driver Programs (DDP). Contractor shall obtain and maintain licensure through DHCS for operation of DUI programs, including compliance with all training, certification and regulatory guidance per each subprogram. Contractor shall ensure that client records are complete and accurate. Contractor shall ensure that reporting is completed timely to DHCS. Contractor shall make client files including fees and payments available to the county for audit upon request. If the contractor is found to have items out of compliance with regulation, the contractor shall submit a plan of correction to bring the program into compliance. If the program is found to be out of compliance repeatedly this MOU shall be terminated with 30 days notice to the Contractor. Contractor agrees to notify the county with no less than 60 days notice of any plans to terminate or relocate services. Contractor agrees to notify the county of any change to the fees charged for DUI programs. The contractor shall meet with the county one time per month to ensure programmatic compliance.

COMPENSATION AND COSTS: CONTRACTOR shall furnish and pay for all expenses of any kind or nature in Drinking Driver Programs. All services provided by the CONTRACTOR will be rendered at no cost to COUNTY. Further, CONTRACTOR agrees to pay a monitoring fee to the County of 2% of gross client revenue (excluding State Fees).

COST SETTLEMENT: All DHCS required cost settlement documents, including but not limited to the Contractor's Cost Report, the Narcotic Treatment Program Report of Expenditures and Revenues, the performance report, and any other forms required for the completion of the County and/or the Providers, Cost Reporting Responsibilities to DHCS:

- Are to be submitted to the County annually by September 30th, shall include all services delivered through June 30th of that fiscal year.
- Settlement to cost will be made through submission and acceptance of the Cost Report in accordance with Federal Medicaid requirements and the approved Medicaid state plan and waivers.

Attachment: MOU Native Solutions - Wcsignature (RES-2021-43 : Memorandum of Understanding - Native Solutions)

The Cost Report shall be in the format and completed within the guidelines provided by September 30, 2021. Failure to comply with the deadline shall result in the suspension of payment of any reserves held under the terms of this Agreement, as well as payment of the current year Agreement funds.

Failure to complete cost report may result in termination of contract at the discretion of Mariposa County Health and Human Services Agency.

INSURANCE/HIPAA: Contractor shall maintain general liability insurance with total limits of not less than One Million Dollars ($1,000,000) per occurrence, Two Million Dollars ($2,000,000) policy aggregate combined single limits, with additional-insured certificate, and workers' compensation insurance as required by the California Labor Code.

NOTICES: All notices required by this agreement shall be in writing and shall be effective upon personal service or deposited in the mail, postage prepaid and addressed as follows:

COUNTY

Mariposa Health and Human Services Agency
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338

CONTRACTOR

Native Solutions Center
5320 Highway 49 N Suite 5
P.O. Box 543
Mariposa, CA 95338

IN WITNESS WHEREOF the foregoing Agreement is executed on the date and year written above

COUNTY OF MARIPOSA

_____
, Chair
Board of Supervisors

CONTRACTOR

_____
(Signature)

ATTEST:

_____
Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

Attachment: MOU Native Solutions - Wcsignature (RES-2021-43 : Memorandum of Understanding - Native Solutions)

MARIPOSA COUNTY

HHS/Community Services · (209) 966-2000

MEETING: January 26, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Accept Resignation & Appointment to Area 12 Agency on Aging Advisory Council

---

RECOMMENDATION AND JUSTIFICATION:
Accept the Resignation of Terri Peresan, Deputy Director Adult & Aging Services; and Appoint Lydia Arre, Program Manager, to the Area 12 Agency on Aging (A12AA) Advisory Council, with a Term Expiring on January 26, 2025.

The A12AA Advisory Council is comprised of representatives from the counties that receive services from A12AA. The purpose of the Advisory Council is to advise the A12AA Governing Board on senior programming and service deliveries.

Historically, this position has been held by the Community Services Director. However, with the consolidation of this former department into the Mariposa County Health & Human Services Agency, it would be in the County's best practice to have the Provider position within the A12AA Advisory Council held by the Program Manager of Senior Services & Nutrition programs.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board routinely accepts resignations and appoints/re-appoints members to committees, advisory boards and commissions upon request.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve; there are no other applicants to fill the vacant position of provider of senior programs & nutrition services on the A12AA Advisory Council representing Mariposa County.

ATTACHMENTS:
Ltr._Resignation_A12AA_2021--T.Peresan (PDF)
A12AA_App.Provider--2021-L.Arre (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Tom Sweeney, District II Supervisors
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

Mariposa County
Health & Human Services Agency
Healthy. Safe. Thriving.

December 21, 2020

Mariposa County Board of Supervisors
P.O. Box 784
Mariposa, CA 95338

Re: Area 12 Agency on Aging Advisory Council—Provider of Services Position

Dear Honorable Board Members:

Please accept this letter as my resignation to the Area 12 Agency on Aging (A12AA) Advisory Committee, representing Mariposa County's Provider of Services Position effective January 26, 2021. Due to the consolidation of the Community Services Department into the Health & Human Services Agency, the Senior Nutrition & Senior Transportation programs have been placed under the Senior Services & Housing unit, within the Adult & Aging Services Branch. Consequently, the County's Provider of Services position would be better represented by the program manager of that unit.

Respectfully, it is the intention of the Adult & Aging Branch to recommend Lydia Arre, Program Manager, to the Board of Supervisors for the appointment to the Area 12 Agency on Aging Advisory Council, representing Mariposa County's Provider of Services Position.

Sincerely,

Terri Peresan, MPA
Deputy Director
Adult & Aging Services
Mariposa County Health & Human Services Agency

cc: Kristin Millhoff, Exe. Director A12AA

5362 Lemee Lane, PO Box 99, Mariposa, CA 95338 • 209.966.2000 •
tperesan@mariposacounty.org

Attachment: Ltr._Resignation_A12AA_2021--T.Peresan (2021-12 : Accept Resignation & Appointment to Area 12 Agency on Aging Advisory

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: Area 12 Agency on Aging Advisory Council

Supervisorial District in which you Reside: M.C. Provider Position

Length of Residency in the County: 18 yrs.

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: Lydia

Last Name: Arre

Mailing Address: 5246 Spriggs Lane Mariposa Ca 95338

Email Address: Larre@MariposaCounty.Org.

Are you Over 18 Years of Age:

Employment Status: Program Manager

Employer's Name: MC HHSA

Employer's Address: PO Box 99 - Mariposa Ca 95338

Day Telephone Number: 209-966-6632

Cell Phone Number:

Please explain why you wish to serve on this Board/Commission/Committee: Currently wok in the Senior Activity Center providing services in the community. & looking to identify need of our Senior poupulation.

Please list prior/current appointments to other Boards/Commissions/Committees: IHSS - Advisor Committee - Secretary 2012-2014

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Last Modified: 11/ /2013

Attachment: A12AA_App.Provider--2021-L.Arre (2021-12 : Accept Resignation & Appointment to Area 12 Agency on Aging Advisory Council)

List any information regarding experience, training and/or education that you feel qualifies you for this position:

IHSS Care provider for NON medical people
Senior Nutrition program
partner of A12 - provider
Senior Coalition - member
Commission on Aging - member

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?**
	I will make myself available	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: 12-18-2020 **Signature:** [signature]

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: A12AA_App.Provider--2021-L.Arre (2021-12 : Accept Resignation & Appointment to Area 12 Agency on Aging Advisory Council)

MARIPOSA COUNTY

Public Works · 209 966 5356

MEETING: January 26, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Re-Appoint Michael Martin, PhD to the Water Agency Advisory Board

---

RECOMMENDATION AND JUSTIFICATION:
Re-Appoint Michael Martin, PhD to the Water Agency Advisory Board with a Term Expiring January 26, 2024.

Dr. Martin has expressed a interest and willingness to continue his service on the Water Agency Advisory Board and Supervisor Smallcombe supports this nomination.

Dr. Martin has been an extremely productive and contributing member of this panel and one who possesses subject matter expertise that greatly benefits the work of this Advisory Board and the County as a whole.

The purpose of the Water Agency Advisory Board is to recommend to the Water Agency Board of Directors the terms of any loan to be considered; investigates any grant requests, and make recommendations to the Board of Directors of the Water Agency with respect to the Merced Irrigation District (MID) Water Funds and Federal Energy Regulatory Commission (FERC) re-licensing process and surface and ground water issues.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board welcomes and aggressively seeks public involvement to various Boards, Commissions and Committees.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Should the Board choose not to embrace this reappointment a vacancy will exist on the Water Agency Advisory Board which will be advertised seeking public involvement from within District 1.

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Tom Sweeney, District II Supervisors
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2021-44

MEETING: January 26, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve a Third Amendment with Myriad Eng for Indian Gulch Bridge

---

RECOMMENDATION AND JUSTIFICATION:
Approve a Third Amendment with Myriad Engineering for Indian Gulch Bridge Interim Design to extend the term of the Agreement to June 30, 2021; and authorize the Board of Supervisors Chair to sign the amendment.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On October 13, 2020 Resolution 2020-612 the Board Authorized a Second Amendment to increase compensation and expand the Scope of Services.

On February 25, 2020, by Resolution 2020-93, the Board approved Change Order 1 to expand the scope of service and increase compensation.

On September 4, 2019, a First Amendment was executed to extend the term of the Agreement.

On March 26, 2019, by Resolution 2019-045, the Board approved Public Works enter into an Agreement with Myriad Engineering.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the engineering services will not move forward.

FINANCIAL IMPACT:
This is a CalOES 75% County 25% Funded Project less an additional 10% to the County for Project Management.

ATTACHMENTS:
Myriad Eng Third Amd Indian Gulch Brdg (PDF)
Myriad Eng Second Amd Indian Gulch Brdg (PDF)
Myriad Eng. CO1 Indian Gulch Brdg (PDF)
Myriad Eng 1st amd (PDF)
Myriad Eng 19-045 design Indian Gulch (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Tom Sweeney, District II Supervisors
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

Attachment: Myriad Eng Third Amd Indian Gulch Brdg (RES-2021-44 : Approve a Third Amendment with Myriad Eng for Indian Gulch Bridge)

THIRD AMENDMENT TO AGREEMENT FOR INTERIM BRIDGE DESIGN FOR INDIAN GULCH BRIDGE

THIS THIRD AMENDMENT TO AGREEMENT FOR INTERIM BRIDGE DESIGN FOR INDIAN GULCH BRIDGE is made and entered into this _____ day of _____2021, by and between the County of Mariposa, a political subdivision of the State of California hereinafter referred to as **"County,"** and Myriad Engineering, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated March 26, 2019, wherein **Contractor** agreed to provide engineering services; and

WHEREAS, County and **Contactor** entered to a First Amendment dated September 4, 2019 to extend the term of the Agreement to December 31, 2020; and

WHEREAS, County and **Contractor** entered into a Change Order No. 1 dated February 25, 2020 to increase compensation and expand the scope of work to include environmental services; and

WHEREAS, County and **Contactor** entered to a Second Amendment dated October 13, 2020 to increase compensation to be provided to **Contractor**;

WHEREAS, County and **Contractor** desire to amend said Agreement extend the term of the Agreement to June 30, 2021.

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

1. Paragraph 1, "TERM", is hereby amended to extend the term of the Agreement from December 31, 2020 to June 30, 2021.

2. The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in the Amendment not amended herein shall remain in full force and effect. This Amendment is effect retroactive to December 31, 2020.

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

COUNTY OF MARIPOSA:

_____
Marshall Long, Chairman
Mariposa County Board of Supervisors

CONTRACTOR:

_____
Myriad Engineering

ATTEST:

_____
RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

_____
STEVEN W. DAHLEM
County Counsel

LAST UPDATED 3/7/19

RES. NO. 2021-44

SECOND AMENDMENT TO AGREEMENT FOR INTERIM BRIDGE DESIGN FOR INDIAN GULCH BRIDGE

THIS SECOND AMENDMENT TO AGREEMENT FOR INTERIM BRIDGE DESIGN FOR INDIAN GULCH BRIDGE is made and entered into this 13th day of Oct. 2020, by and between the County of Mariposa, a political subdivision of the State of California hereinafter referred to as **"County,"** and Myriad Engineering, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated March 26, 2019, wherein **Contractor** agreed to provide engineering services; and

WHEREAS, County and **Contactor** entered into a First Amendment dated September 4, 2019 to extend the term of the Agreement to December 31, 2020; and

WHEREAS, County and **Contractor** entered into a Change Order No.1 dated February 25, 2020 to increase compensation and expand scope of work to include environmental services; and

WHEREAS, County and **Contractor** desire to amend said Agreement to expand the scope of work and increase the compensation to be provided to **Contractor**.

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

1. Paragraph 2, "SERVICES", is hereby amended to expand the Scope of Services as set forth in Amended Exhibit "A" attached.

2. Paragraph 3, "COMPENSATION", is hereby amended to provide that an additional Sixteen Thousand Four Hundred Thirty One Dollars 02/100 ($16,431.02) will be added to the amended amount of Thirty Eight Thousand One Hundred Seventy Seven Dollars ($38,177), making the total compensation paid to the **Contractor** in the not to exceed amount of Fifty Four Thousand Six Hundred Eight Dollars 02/100 ($54,608.02).

3. Except as herein amended, the Agreement dated March 6, 2019 together with the First Amendment dated September 4, 2019, and Change Order 1 dated February 25, 2020 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:

Kevin Cann, Chairman
Mariposa County Board of Supervisors

CONTRACTOR:

Myriad Engineering
Deana Donohue, President/CEO

ATTEST:

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

LAST UPDATED 3/7/19

Attachment: Myriad Eng Second Amd Indian Gulch Brdg (RES-2021-44 : Approve a Third Amendment with Myriad Eng for Indian Gulch Bridge)

AMENDED EXHIBIT "A"

MYRIAD

1104 Corporate Way
Sacramento, CA 95831
916-627-1609 | myriadeng.com

Mr. Gary Brown
County Engineer
Mariposa County Public Works
4639 Ben Hur Rd
Mariposa, CA 95338

August 24, 2020

Subject: Request for Change Order 2- Construction Assistance and ROW Services- Interim Bridge at Indian Gulch Project

Dear Mr. Brown,

Per our discussion regarding services for the design of your interim Indian Gulch Bridge Design Project, we are submitting an estimated cost for the construction assistance and ROW scope of services totaling **$16,431.02** and based on Time & Materials. The Construction Assistance Services total $7,029.77 and The ROW Services Total $7,637. The remaining $1,764.25 is for project management including meetings. The proposed fee is based on the scope below.

Task 1 - Project Management

This task will include all administrative tasks required to manage the project from start to completion.

Deliverables: Bi-weekly updates, Attend six (6) teleconferences

Task 2 - Construction Assistance Services

We will provide design support during construction to ensure that all design features have been implemented. This task includes responding to RFIs, providing Quality Assurance reviews of construction submittals and up to two (2) site visits to ensure design conformity.

Task 3 - Right of Way Services

We will work closely with the County and project team to identify and coordinate all right of way activities and develop options to avoid or mitigate impacts to the project schedule.

Caltrans coordination will be provided, we will identify any special issues that are likely to be encountered and how they will be addressed, and assure that all documents

Attachment: Myriad Eng Second Amd Indian Gulch Brdg (RES-2021-44 : Approve a Third Amendment with Myriad Eng for Indian Gulch Bridge)

including mapping, legal descriptions, deeds, and purchase agreements comply with the Caltrans standards.

Subtask 3.1 – Waiver Valuation

WAIVER VALUATION (OPTION 1)

If it is anticipated that the parcel easement needed will have a value of less than $10,000, is uncomplicated, and adequate market data is available, the County may establish that an appraisal is not required and request preparation of a Waiver Valuation. The Waiver Valuation does not require the same level of assessment and can be completed at a rate less than an appraisal. BRI will develop an estimate of proposed easement rights. The estimate will include a minimum of three market transactions. The estimate will be completed within 1 to 2 weeks from receipt of mapping and notice to proceed from the client. Of note, waiver valuations cannot be used for condemnation purposes therefore should not be used on parcels that may require eminent domain proceedings.

Assumptions:

- No impacts to structures.
- No site visits to the subject or comparable.
- No residential or business relocation is involved.
- Associated mapping and square footages for the acquisition areas will be provided to BRI by the County or Myriad.

Deliverables: One (1) electronic Waiver Valuation that meets all State and Federal Standards. Printed and bound copies will be provided upon request

APPRAISAL SERVICES (OPTION 2)

For the parcel affected by the project, BRI will develop an opinion of the fair market value for the necessary interests, as required from the property. BRI will develop one (1) narrative appraisal report that will be prepared in conformance with, and subject to, the requirements of the Uniform Relocation Assistance and Real Property Acquisition Act, as amended; and fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation and the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, and requirements related to the Uniform Relocation Assistance and Real Property Acquisition Act and state and federal statutes. Appraisal Mapping, Plat Maps and Legal Descriptions for the property to be appraised will be provided to BRI by others.

Attachment: Myriad Eng Second Amd Indian Gulch Brdg (RES-2021-44 : Approve a Third Amendment with Myriad Eng for Indian Gulch Bridge)

Deliverables: One (1) electronic Appraisal Report that meets State and Federal Standards. Up to two (2) printed and bound copies of the Appraisal Report will be provided upon request.

Subtask 3.2 – Acquisition Services

BRI proposes to develop all documents necessary to make offers in accordance with the County's processes. BRI will prepare the project introduction letter based on direction from the County, and will draft the easement documents, in accord with the County's templates, after receiving title and vesting information. BRI will contact the property owners at least six (6) times within the first 60 days of approval to proceed and will attempt to meet with the property owners at least one (1) time in-person. BRI may make additional contacts by phone, e-mail, or through the postal service; and will engage with the property owners and convey documents until acceptance or impasse is reached.

Assumptions: Preliminary Title Reports will not be required. Ownership will be determined via the last recorded deed and tax roll information.
Deliverables: Acquisition of one (1) temporary construction easement from up to one (1) parcel. Communication Log – Summary of communications with property owner.

Subtask 3.2.1 – Escrow Services (OPTIONAL)

In accord with the County's processes, BRI will coordinate with the title and escrow company to facilitate the closing of the transactions, including review of transaction documents; title and escrow documents; and matters of title, inclusive of securing subordination agreements and/or lender consents. BRI will coordinate escrow closings, and deposit all needed forms and documents with the escrow holder.
Assumptions: The County will order Preliminary Title Reports directly from the selected Title Company if needed. The fee for the Preliminary Title Reports is not included in the fee structure below.

The following are the assumptions behind the ROW budget:

1. Full documentation to Federal and State standards for all tasks.
2. No expert witness testimony.
3. The actual costs may differ from task to task, but the overall budget will not exceed the "Total Budget" shown in the above table.
4. No Coordination with State or Federal right of way departments, other than listed in scope.

Attachment: Myriad Eng Second Amd Indian Gulch Brdg (RES-2021-44 : Approve a Third Amendment with Myriad Eng for Indian Gulch Bridge)

5. This proposal assumes no relocation activities will be needed. If relocation becomes necessary, a separate cost and scope document will be prepared and approved before services are provided.
6. Any external audit support will be billed on a time and material basis, as well as the following:
    - A change in engineering once the acquisition process has begun
    - Addition of a parcel
    - Addition of easements, or other property rights and
    - Any additional professional expertise.

Subtask 3.3 – Caltrans Coordination

Caltrans coordination will be provided including identifying any special issues that are likely to be encountered, how they will be addressed, and assure that all documents including mapping, legal descriptions, deeds, and purchase agreements comply with the Caltrans standards.

Deliverables: The proposed fee per task is shown in the table below.

Task	Task Description	Proposed Fee
Task 1	Project Management	$1,764.25
Task 2	Construction Assistance	$7,029.77
Task 3*	ROW Services	$7,637
Subtask 3.1	Waiver Valuation	$3,360
Subtask 3.2	Acquisition Services	$3,465
Subtask 3.3	Caltrans Coordination	$812
Total		**$16,431.02**

*If an appraisal or escrow services are required the fees are additional.

Attachment: Myriad Eng Second Amd Indian Gulch Brdg (RES-2021-44 : Approve a Third Amendment with Myriad Eng for Indian Gulch Bridge)

Please let me know if you would like to discuss this proposal or if you would like to move forward with the design. Please contact me at 916-799-0754 or deana.donohue@myriadeng.com

Regards,



Deana L. Donohue, P.E.

President/CEO
Myriad Engineering
1104 Corporate Way
Sacramento, CA 95831

cc:/ Mike Healy

Attachment: Myriad Eng Second Amd Indian Gulch Brdg (RES-2021-44 : Approve a Third Amendment with Myriad Eng for Indian Gulch Bridge)

RES. NO. 20-93

STATE OF CALIFORNIA – County of Mariposa

CONTRACT CHANGE ORDER

Sheet 1 of 2

Change Requested by: Engineer [X] Consultant [ ]

CCO No.	Suppl. No.	Contract No.	Project	Federal/State Number(s)
1	Bridge ID 40C0059	19-045	INTERIM BRIDGE AT INDIAN GULCH ROAD	State Disaster # 2018-01 CAL-OES, Caltrans

To: MYRIAD ***Consultant***

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. ***NOTE: This change order is not effective until approved by the Engineer.***

Description of work to be done, estimate of quantities, prices to be paid and extension of time. (Segregate between additional work at contract price, agreed price and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. The last percentage shown is the net accumulated increase or decrease from the original quantity in the Engineer's Estimate

CONSULTANT is hereby authorized to make the following changes:

Description: TO INCREASE SCOPE OF WORK TO INCLUDE ENVIRONMENTAL SERVICES AS REQUIRED BY CALTRANS

THIS CHANGE ORDER PROVIDES FOR: In order to address the Environmental requirements directed by Caltrans, the engineering consultant requires additional scope of services. The amount of $13,230.00 per the Request for Change Order dated November 7, 2019 provides details for all required work. The original contract 19-045, dated 3/26/2019, has previously been extended in duration to 12/31/2020, per the 1st Amendment, dated 9/4/2019.

Extra Work Lump Sum (EWLS)

In accordance with CT 2010 SS Section 4-105 "Changes and Extra Work; furnish all labor, material and equipment at Extra Work Agreed Lump Sum (EWLS). The sum constitutes full and complete compensation for labor, materials, equipment, vehicles, tools and incidentals including all markups for this change.

Original Contract Amount: $ 24,947.00
Contract Change Order #1: $13,230.00

Estimated Cost: [ ] Decrease [X] Increase

Total CCO's Amount: $ 13,230.00 Percentage 53.03 %

Adjusted Amount: $ 38,177.00

Attachment: Myriad Eng. CO1 Indian Gulch Brdg (RES-2021-44 : Approve a Third Amendment with Myriad Eng for Indian Gulch Bridge)

Submitted by		
Approved by Engineer		
Signature	**(Print name & Title)** Gary Brown, County Engineer	**Date** 12/18/2019
Approved by Director		
Signature	**(Print name & Title)** Mike Healy, Director, Public Works & Transportation	**Date** 12/18/19
Approved As to Form by County Counsel		
Signature	**(Print name & Title)** Steven W. Dahlem, County Counsel	**Date** 2.25.20

We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specification as to proceeding with the ordered work and filing a written protest within the time therein specified.

CONSULTANT Acceptance by		
Signature	**(Print name & title)** Deana Donohue, President	**Date** 12-11-19

Attachment: Myriad Eng. CO1 Indian Gulch Brdg (RES-2021-44 : Approve a Third Amendment with Myriad Eng for Indian Gulch Bridge)

FIRST AMENDMENT TO AGREEMENT FOR INTERIM BRIDGE DESIGN AT INDIAN GULCH

THIS FIRST AMENDMENT TO AGREEMENT FOR INTERIM BRIDGE DESIGN AT INDIAN GULCH is made and entered into this 4th day of Sept, 2019, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "**County**", and Myriad Engineering, hereinafter referred to as "**Contractor**".

WHEREAS, the **County** and **Contractor** have heretofore entered into a Contract dated March 26, 2019, wherein **Contractor** agreed to provide engineering services; and

WHEREAS, **County** and **Contractor** desire to amend said Contract to extend the term of the Agreement to December 31, 2020.

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

1. Paragraph 1, "TERM", is hereby amended to extend the term of the Agreement to December 31, 2020.

2. Except as herein amended, the agreement dated March 26, 2019 shall remain in full force and effect.

Attachment: Myriad Eng 1st amd (RES-2021-44 : Approve a Third Amendment with Myriad Eng for Indian Gulch Bridge)

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

COUNTY OF MARIPOSA:

J. Dallin Kimble
County Administrative Officer

CONTRACTOR:

CEO
Myriad Engineering

ATTEST:

Tracy Dantlin, Deputy
RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
STEVEN W. DAHLEM
County Counsel

Attachment: Myriad Eng 1st amd (RES-2021-44 : Approve a Third Amendment with Myriad Eng for Indian Gulch Bridge)

19-045

AGREEMENT FOR INTERIM BRIDGE DESIGN AT INDIAN GULCH

THIS AGREEMENT ("Agreement") is made and entered into this 26th day of March, 2019, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Myriad Engineering, a ("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 March 1, 2019 and terminate on June 30, 2019 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform Interim Bridge Design at Indian Gulch 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 $ 24,947. The Contractor's fee proposal is contained in Exhibit A. The 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 the 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 the Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

Attachment: Myriad Eng 19-045 design Indian Gulch (RES-2021-44 : Approve a Third Amendment with Myriad Eng for Indian Gulch Bridge)

shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

(2) Primary Coverage: For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its

Attachment: Myriad Eng 19-045 design Indian Gulch (RES-2021-44 : Approve a Third Amendment with Myriad Eng for Indian Gulch Bridge)

officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

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

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

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

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

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

(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

Contractor shall hold harmless, defend and indemnify County and its officers, employees, agents, and volunteers, from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of County.

Attachment: Myriad Eng 19-045 design Indian Gulch (RES-2021-44 : Approve a Third Amendment with Myriad Eng for Indian Gulch Bridge)

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

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. ASSIGNMENT

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

10. 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:

Attachment: Myriad Eng 19-045 design Indian Gulch (RES-2021-44 : Approve a Third Amendment with Myriad Eng for Indian Gulch Bridge)

Attachment: Myriad Eng 19-045 design Indian Gulch (RES-2021-44 : Approve a Third Amendment with Myriad Eng for Indian Gulch Bridge)

CONTRACTOR:
Myriad Engineering
1104 Corporate Way
Sacramento, CA. 95831
916.627.1609

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

11. COMPLIANCE

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

12. PUBLIC RECORDS ACT

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

13. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the Director of Public Works & Transportation. 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.

14. 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.

15. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.

B. Either party may terminate this Agreement for convenience upon 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.

16. 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.

17. DISPUTES

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

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

18. CAPTIONS

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

19. 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.

20. MANDATORY AND PERMISSIVE

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

Attachment: Myriad Eng 19-045 design Indian Gulch (RES-2021-44 : Approve a Third Amendment with Myriad Eng for Indian Gulch Bridge)

21. 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.

22. COUNTERPARTS

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

23. 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.

24. CONTROLLING LAW

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

25. AUTHORITY

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

26. 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.

27. 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.

Attachment: Myriad Eng 19-045 design Indian Gulch (RES-2021-44 : Approve a Third Amendment with Myriad Eng for Indian Gulch Bridge)

28. 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.

29. FUNDING AVAILABILITY

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

Funding Source:

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

COUNTY OF MARIPOSA

Jay D. Kimble
County Administrative Officer

CONTRACTOR

Myriad Engineering

APPROVED AS TO LEGAL FORM:

Steven W. Dahlem
County Counsel

Attachment: Myriad Eng 19-045 design Indian Gulch (RES-2021-44 : Approve a Third Amendment with Myriad Eng for Indian Gulch Bridge)

MYRIENG-01 IJONES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/20/2019

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 Santa Barbara, CA - PRSU - HUB International Insurance Services Inc. 40 East Alamar Avenue Santa Barbara, CA 93105	CONTACT NAME: Irma Jones PHONE (A/C, No, Ext): (805) 879-9554 FAX (A/C, No): E-MAIL ADDRESS: irma.jones@hubinternational.com
INSURED Myriad Engineering, Inc 1104 Corporate Way Sacramento, CA 95831	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Sentinel Insurance Company, Ltd. — 11000 INSURER B : Twin City Fire Insurance Company — 29459 INSURER C : Lloyd's 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 OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X		72SBMBA2244	04/07/2019	04/07/2020	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 $ $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			72SBMBA2244	04/07/2019	04/07/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	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		72WECAA2DB7	04/10/2019	04/10/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Errors & Omissions			PSH01794971	10/26/2018	10/26/2019	Limit	2,000,000
C	Errors & Omissions			PSH01794971	10/26/2018	10/26/2019	Aggregate Limit	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER

MARIPOSA COUNTY PUBLIC WORKS
4639 BEN HUR RD
Mariposa, CA 95338-9474

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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Attachment: Myriad Eng 19-045 design Indian Gulch (RES-2021-44 : Approve a Third Amendment with Myriad Eng for Indian Gulch Bridge)

EXHIBIT "A"

MYRIAD

1104 Corporate Way
Sacramento, CA 95831
916-627-1609 | myriadeng.com

Mr. Gary Brown
County Engineer
Mariposa County Public Works
4639 Ben Hur Rd
Mariposa, CA 95338

February 22, 2019

Subject: Interim Bridge at Indian Gulch

Dear Mr. Brown,

I would like to thank you for meeting with us regarding the design of your interim Indian Gulch Bridge Design Project. It is my pleasure to submit this letter proposal and our proposed fee for completing design and assisting with services during construction based on approximately 30 days to complete this project and Time & Materials totaling **$24,947 (*see Attachment 1 Fee Proposal*)**.

The work budgeted for and described in the County's Disaster Survey Report consists of repairing the damaged piers and abutments, replacing the damaged approaches, and placing a temporary bridge approximately the same length as the washed-out structure. Bridge inspection reports of the washed-out structure show that the abutment and pier footings have been exposed since approximately 2013. With the amount of scour and subsequent stability of the substructure elements unknown, the budgeted strategy involves considerable risk of overruns during design and construction.

To minimize risk of overruns during design and construction, we propose that the repair plan be modified to lengthen the bridge structure to 180 feet to span over the existing substructure elements and all but eliminate the approach work. This adjustment will reduce the cost of construction (***see Attachment 2 Alternatives Construction Cost Comparison***) and significantly reduce the risk of overruns, and still meet the project budget. Our subconsultant, Dokken Engineering, recently completed a design-build project for The US Forrest Service to place an ACROW Bridge over a failed creek crossing and has extensive experience in coordinating and implementing this type of structure.

Based on the experience gained from using the ACROW Bridge, some clear advantages of the proposed alternative are apparent:

- Avoids all work in water, including all Environmental permits and riparian impacts
- Placing the abutments higher on the bank significantly reduces the risk of scour

Attachment: Myriad Eng 19-045 design Indian Gulch (RES-2021-44 : Approve a Third Amendment with Myriad Eng for Indian Gulch Bridge)

Attachment: Myriad Eng 19-045 design Indian Gulch (RES-2021-44 : Approve a Third Amendment with Myriad Eng for Indian Gulch Bridge)

- County will own the ACROW Bridge and it can be stored and used on future emergency projects or sold
- The bridge can be broken into multiple bridges (i.e 2 90' bridges for multiple sites)
- No existing bridge removal required.
- No evaluation of existing structure required.
- Limited Geotechnical efforts required for the ACROW Bridge
- Limited erosion control efforts (less embankment)
- Less roadway work
- Reduced construction time and inspection required

We are proposing the following scope of work for the ACROW Bridge Alternative (see ***Attachment 3 Proposed Alternative Pictures, Drawings, and Quote)***:

Task 1: Project Management

This task will include all administrative tasks required to manage the project from start to completion.

Assumptions: 2 meetings with County Staff, *up to* 2 site meetings with Mariposa County staff or bridge construction firm, QA/QC

Deliverables: Project Schedule Update (as required), Invoice(s)

Task 2: Data Review

This task will include reviewing the previously prepared drawings and other information provided by County staff.

Assumptions: All known data pertinent to the project has been provided.

Deliverables: Data Request (as required), List of Assumptions to be reviewed and accepted by County staff, Design Criteria to be accepted/revised/finalized by County staff

Task 3: Project Design

This task will include design of the project including AutoCad drawings development of structural calculations, independent check calculations, construction plans, and construction specifications for the abutments and approaches. We will coordinate with the temporary bridge manufacturer for fit and loads. The design will be in conformance with the AASHTO LRFD Bridge Design Specifications. We will provide input on necessary geotechnical investigations to the civil design team. We will submit the draft for review,

comment and approval by the County. After receiving comments from the County, we will provide a draft response to comments matrix including all comments and draft responses. This will allow all reviewers to agree or request additional clarification on the proposed revisions. A meeting or teleconference will be held to discuss the draft response to comment matrix. Once revisions are agreed to by all parties, we will finalize the response to comment matrix and address all comments by making necessary modifications to all documents

An Engineers, Estimate of Probable Cost is included in this proposal and will updated at the 90% design phase if required. Design includes all details necessary to complete construction of the interim Indian Gulch Bridge project.

Assumptions:

The scope and fee described above assumes the following exclusions and/or information provided by others:

Foundation Testing and Duration: It is also assumed that Geotechnical investigations and testing will be performed by others.

Topographic Survey: All topographic and existing structure survey necessary to design and construct the bridge will be provided by others.

Right of Way and Access: All agreements, right of way acquisition and easement rights required for the permanent structure and construction access will be acquired by others.

Agency Oversight, Permitting and Coordination: All oversight agency (County, architectural review boards, public outreach, state, federal, and local environmental agencies etc.) coordination, permitting and review will be provided by others.

Deliverables: Electronic files (pdf format) at 90% Design Phase and Conformed Bid, AutoCAD file at Final/As Built Design Phase

Attachment: Myriad Eng 19-045 design Indian Gulch (RES-2021-44 : Approve a Third Amendment with Myriad Eng for Indian Gulch Bridge)

Please let me know if you would like to discuss this proposal or if you would like to move forward with the design. Please contact me at 916-799-0754 or deana.donohue@myriadeng.com

Regards,

Deana L. Donohue, P.E.

President/CEO
Myriad Engineering
1104 Corporate Way
Sacramento, CA 95831

Attachments: Fee Schedule
cc:/ Mike Healy

Attachment: Myriad Eng 19-045 design Indian Gulch (RES-2021-44 : Approve a Third Amendment with Myriad Eng for Indian Gulch Bridge)

Attachment: Myriad Eng 19-045 design Indian Gulch (RES-2021-44 : Approve a Third Amendment with Myriad Eng for Indian Gulch Bridge)

Alternatives Construction Cost Comparison

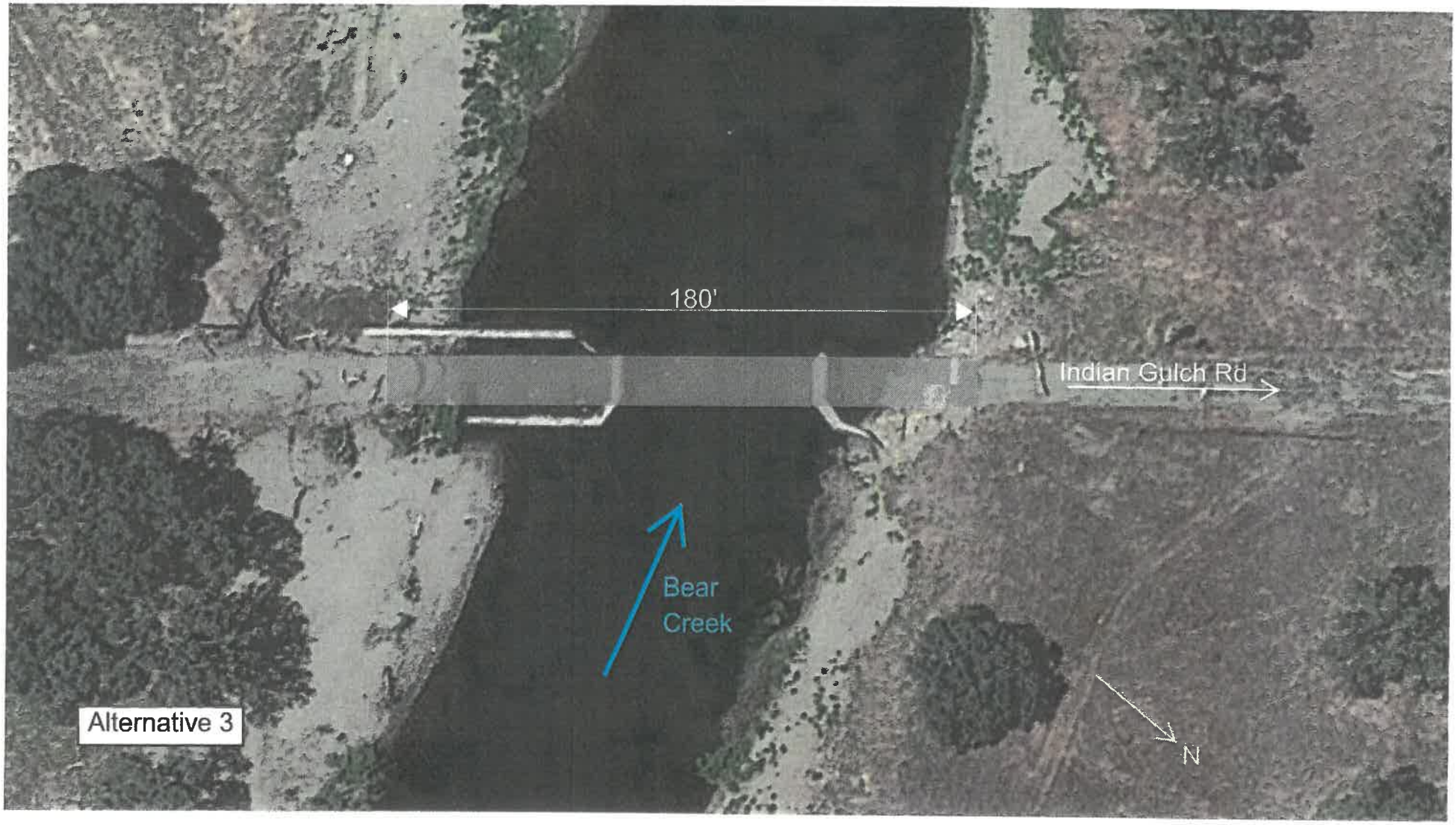
Item of Work	Budgeted Alternative	ACROW Alternative
Mobilization	$ 10,000	$ 10,000
Traffic Control	$ 50,000	$ 25,000
Excavate and remove soil & debris	$ 34,000	$ 25,500
Place and compact engineered fill	$ 270,000	$ 81,000
Erosion Control (jute mesh and straw)	$ 60,000	$ 1,800
Place rip-rap	$ 6,000	$ 1,000
Aggregate base (class II)	$ 3,300	$ 500
Finish Grading	$ 10,000	$ 2,000
Ac type B 3/4 Med-Max	$ 5,500	$ 500
Finish roadway	$ 25,000	$ 5,000
Geotechnical testing field/lab	$ 100,000	$ 15,000
County field inspections	$ 10,000	$ 5,000
Temporary bridge structure (contractor furnished)	$ 211,250	$ 467,500
Bridge shipping	$ 10,000	$ 10,000
Pier repair	$ 53,000	$ -
Place Abutments	$ -	$ 100,000
Bridge Assembly and Installation	$ -	$ 75,000
Total:	$ 858,050	$ 824,800

MYRIAD

EXHIBIT "B"

COST PROPOSAL

Task Description	Billing Rate ($)	President 276	Time Spent to Date	Sr Project Manager 195	Time Spent to Date	Administrative Asst 118	Time Spent to Date	Total Labor Hours	Total Labor ($)	Subconsultants Dokken Eng	Overhead Expenses	Total Project Cost
Task 1: Project Management												
1.1 Kick off Meeting				1				1	$195.00			$195.00
1.2 Project Meetings				3				3	$585.00			$585.00
1.3 Project QA/QC		1						1	$276.00			$276.00
1.4 Project Administration				4		2		6	$1,016.00			$1,016.00
Subtotal Task 1		1		8		2		11	$2,072.00	$0.00	$0.00	$2,072.00
Task 2: Data Review												
2.1 Prepare Data Request				1				1	$195.00			$195.00
2.2 Review Project Information				4				4	$780.00			$780.00
Subtotal Task 2		0		5		0		5	$975.00	$0.00	$0.00	$975.00
Task 3: Project Design												
3.1 90% Design Submittal				4				4	$780.00	$12,600.00		$13,380.00
3.2 Final Design Submittal				2				2	$390.00	$5,250.00		$5,640.00
3.3 Respond to County Comments				4				4	$780.00	$2,100.00		$2,880.00
3.4 Engineers' Estimate of Probable Cost				2				2	$390.00	$1,050.00		$1,440.00
Subtotal Task 3		0		12		0		12	$2,340.00	$19,950.00	$0.00	$21,900.00
Total Labor Hours (individual)		1		29		2						
Total Project Cost		$276.00		$5,655.00		$236.00		32	$5,387.00	$19,950.00	$0.00	$24,947.00


180'
Indian Gulch Rd
Bear
Creek
Alternative 3
N

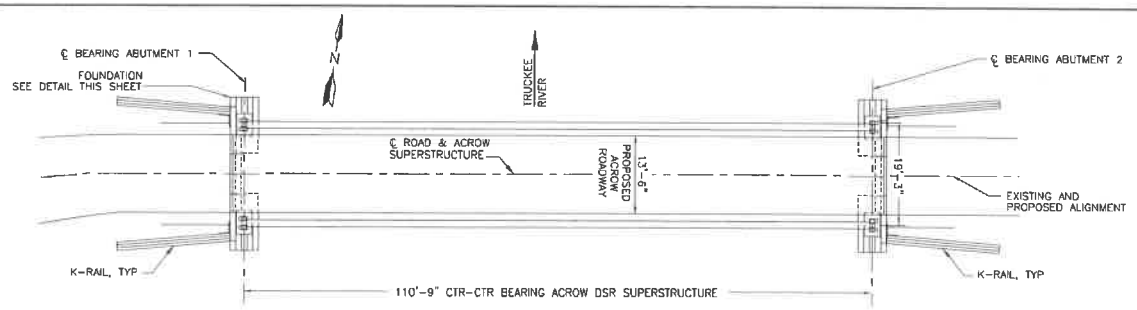
DOKKEN ENGINEERING

Transportation Solutions from Concept to Construction

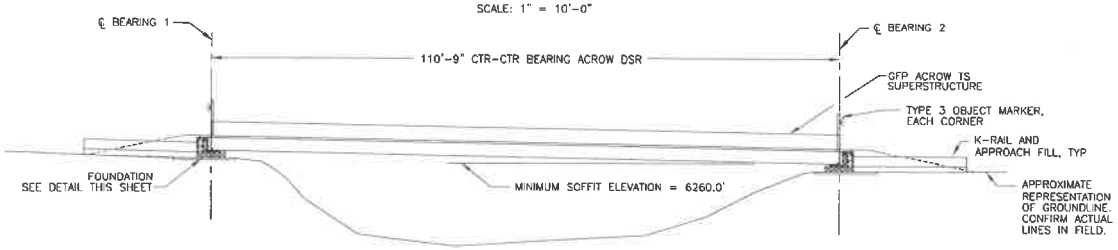
Sample project plans and pictures

Attachment: Myriad Eng 19-045 design Indian Gulch (RES-2021-44 : Approve a Third Amendment with Myriad Eng for Indian Gulch Bridge)

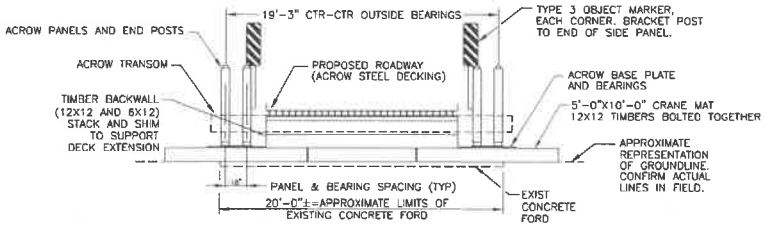
110 Blue Ravine Road, Suite 200, Folsom, CA 95630 ▪ Tele: 916 858-0642 ▪ Fax: 916 858-0643 ▪ www.dokkenengineering.com



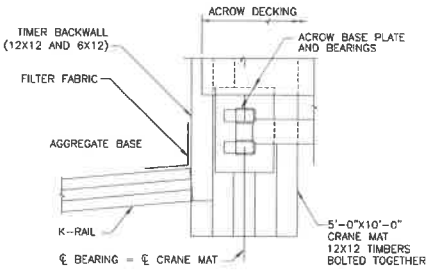
PLAN
SCALE: 1" = 10'-0"



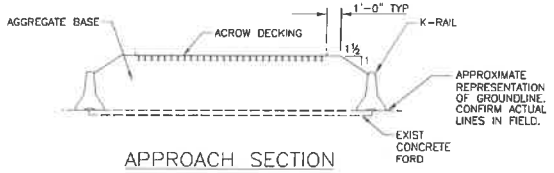
ELEVATION
SCALE: 1" = 10'-0"



TYPICAL SECTION
SCALE: 1/4" = 1'-0"



FOUNDATION CORNER PLAN
SCALE: 3/8" = 1'-0"



APPROACH SECTION
SCALE: 1/4" = 1'-0"

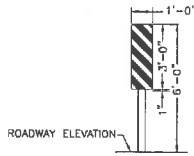
GENERAL NOTES
LOAD AND RESISTANCE FACTOR DESIGN

DESIGN:
AASHTO LRFD Bridge Design Specifications, 4th edition and the California Amendments, preface dated November, 2011.

LIVE LOADING:
HS20-44

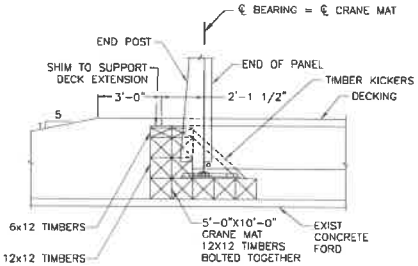
LATERAL LOADING:
Caltrans Memo To Designers 15-14 (December 2010) for Haul bridges not over vehicle or pedestrian traffic.

CONSTRUCTION:
Erect and launch acrow superstructure with a representative of acrowcorporation on-site. see supplemental contract requirements for additional requirements.



NOTES:
POST: 4" X 4" NO. 1 STRUCTURAL GRADE DOUGLAS FIR-LARCH OR HEM-FIR.
OBJECT MARKER: CONFORM TO THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) TYPE 3

OBJECT MARKER AND POST
SCALE: 3/8" = 1'-0"



FOUNDATION DETAILS
SCALE: 3/8" = 1'-0"

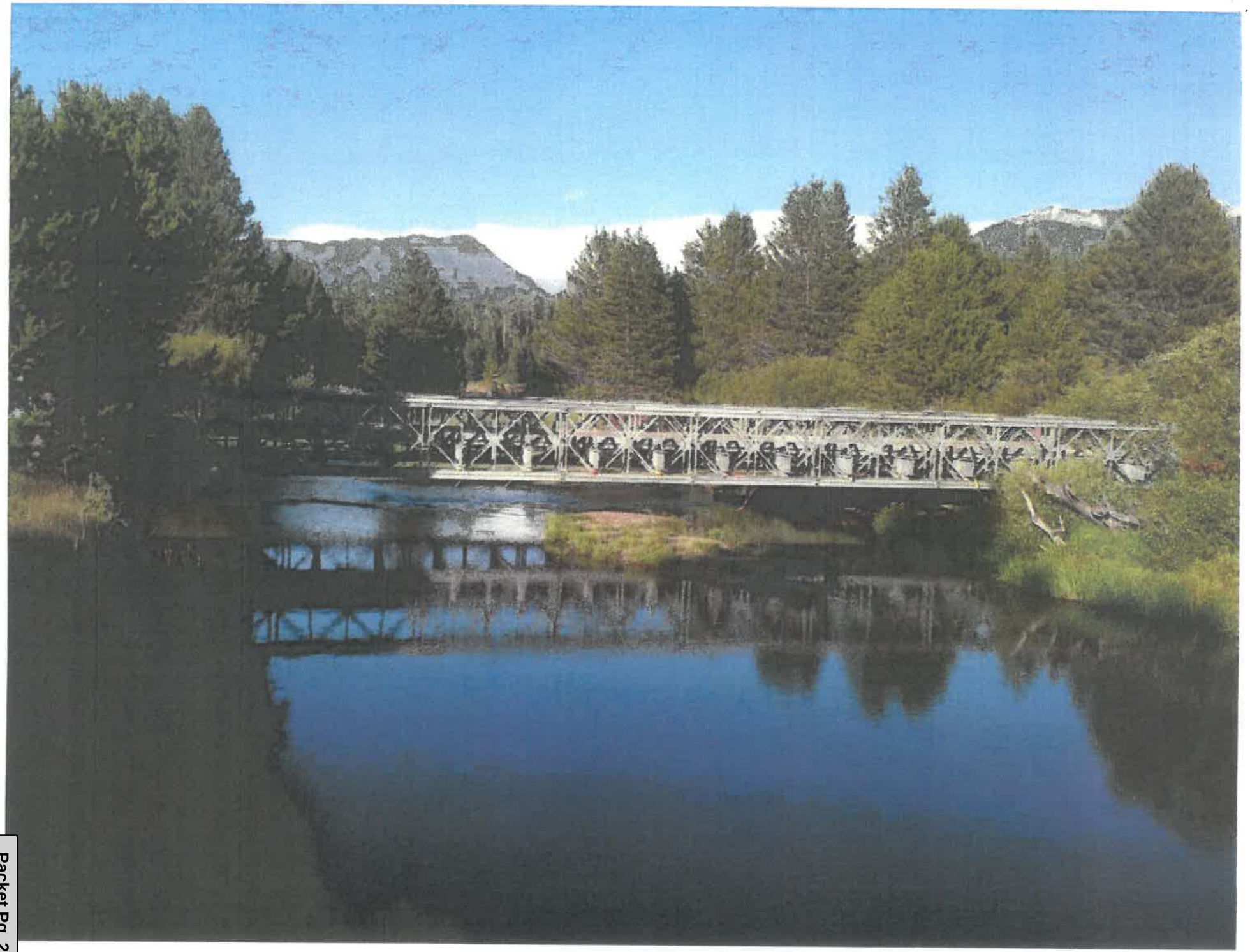
U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
THE PACIFIC NORTHWEST REGION (R-6)

Forest:
Bridge No.:
Location:
Loading:
Length:
Width:
Designed:
Drawn:
Checked:
Technical Approval:
Date:
REGIONAL BRIDGE ENGINEER
Approved:
Date:
DIRECTOR of ENGINEERING

REGISTERED PROFESSIONAL ENGINEER
R. E. Burns
No. 79091
Exp. 3-31-14
CIVIL
STATE OF CALIFORNIA

SHEET of DWG. No. R

Attachment: Myriad Eng 19-045 design Indian Gulch (RES-2021-44 : Approve a Third Amendment with Myriad Eng for Indian Gulch Bridge)





DOKKEN ENGINEERING

Transportation Solutions from Concept to Construction

ACROW quote and sample details

Attachment: Myriad Eng 19-045 design Indian Gulch (RES-2021-44 : Approve a Third Amendment with Myriad Eng for Indian Gulch Bridge)

110 Blue Ravine Road, Suite 200, Folsom, CA 95630 ▪ Tele: 916 858-0642 ▪ Fax: 916 858-0643 ▪ www.dokkenengineering.com

ACROW BRIDGE

QUOTE TRANSMITTAL

To:	Mason Hancock	Date:	2/11/2019
Fax/Email:	mhancock@dokkenengineering.com	Pages:	3, plus drawings
Company:	**Dokken Engineering**	From:	Jack Arizcuren 360.607.1328
Re:	Mariposa County	Email:	jariz@acrow.com

QUOTE 19-2502-0103 rev.1

To the Purchase of components to construct a Clearspan 100' Acrow® 700XS® Panel Bridge with an 12' roadway with anti-skid epoxy aggregate steel orthotropic deck. The design load conforms HS-20, plus the anti-skid epoxy aggregate surface. All steel conforming to ASTM A572 Gr, 50 & Gr. 65, galvanized to ASTM A123. Hardware electrogalvanized.

The bridge comes complete with side trusses, floorbeams located at ten-foot centers, and bearings. 4 days on-site technical assistance included. FOB Shipping point, freight included to Arnold, CA.

PURCHASE ..... $ 175,000

By Others:
- Assembly & Installation
- Abutment Engineering & Material
- Handrail & Fencing
- Anchor bolts and Retention Angles
- Lighting or signage if required

Made in the USA

100' Superstructure Span = 42.5 tons with decking
100' U-Frame for launch or **pick** = 19.5 tons

*Reduce price by $4000 to provide a bare steel deck to receive up to 2" of asphalt overlay

ALTERNATE: 180' x 12' Roadway with Anti-Skid Epoxy Aggregate

PURCHASE ..... $ 425,000

180' Superstructure Span = 73.35 tons with decking
180' U-Frame for launch or **pick** = 112.5 tons

Includes 9 days of on-site technical assistance.

Building Bridges. Connecting People. ®

Attachment: Myriad Eng 19-045 design Indian Gulch (RES-2021-44 : Approve a Third Amendment with Myriad Eng for Indian Gulch Bridge)

ACROW BRIDGE

General Notes:

1. Superstructure drawings and calculations signed and sealed by a CA P.E. are included.
2. Price is FOB Acrow warehouse in Lafayette, NJ freight prepaid to Arnold, CA closest accessible location by an over the road truck; return freight is **excluded**. The bridge is to be delivered on approximately 2 trucks.
3. Technical assistance for 5 days/bridge days during assembly and erection is included. Additional technical assistance is available at $ 850.00/day plus expenses.
4. Rental of launching and de-launching equipment is **excluded.**
5. State and local taxes, if applicable, are **excluded.**
6. Erection of the bridge should take approximately 4 – 5 shifts (8 hour) with a 4 man ironworker crew plus a foreman and an operator with cranage. Erection times are offered as a guide only since job site conditions vary.
7. Terms: A 20% deposit is required to begin engineering submittals. Balance Net 30. Retainage is not acceptable.
8. Prices valid for 30 days. This order is subject to availability of materials at time of order.
9. ***Acrow Bridges are fabricated in Pennsylvania, USA under quality assurance programs certified by ISO 9001 and the American Institute of Steel Construction (AISC) to have the personnel, organization, experience, capability, and commitment meeting the requirements of the Advanced (Major) Steel Bridges with Fracture Critical Endorsement categories as set forth in the AISC Certification Program. Acrow Bridges carry the European CE quality assurance mark certifying that all components conform with the applicable European Economic Region standards for safety, health, and environmental protections.***

Made in the USA

Attachment: Myriad Eng 19-045 design Indian Gulch (RES-2021-44 : Approve a Third Amendment with Myriad Eng for Indian Gulch Bridge)

ACROW BRIDGE

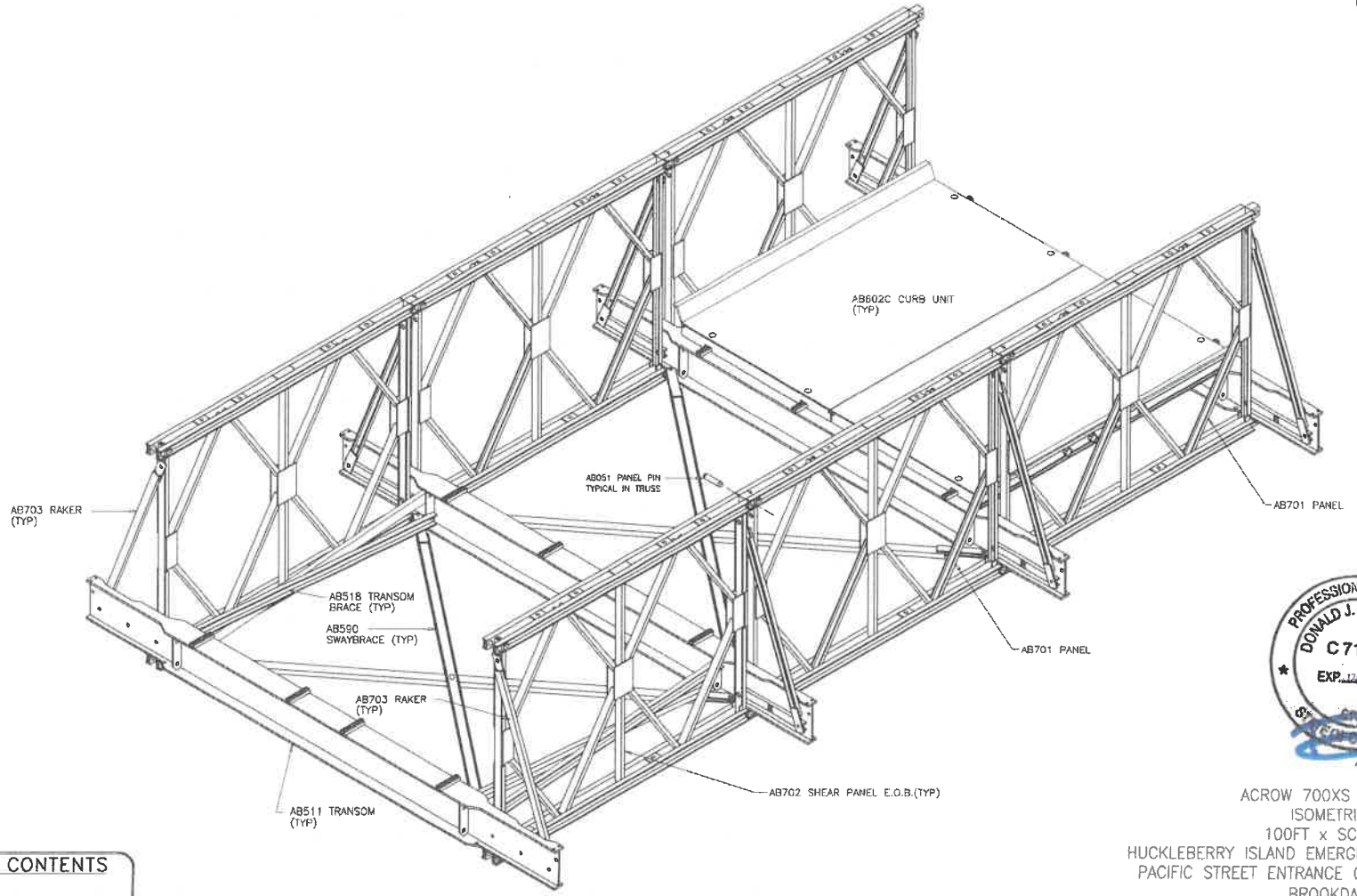
TERMS AND CONDITIONS:

1. Quotation is valid for 30 days from date of quotation. However, Acrow reserves the right to make escalation or de-escalation adjustments to the price based on notification from steel suppliers.
2. Acrow requires six weeks advance delivery notification in writing. Any delivery date estimate is subject to receipt of deposit funds, pre-shipment payment amounts, approval of engineering drawings, and receipt of insurance certificate and executed lease agreement in the case of rentals. 1-½ hours unloading time has been allowed per truck. Any additional unloading time will be billed at $150.00 per hour.
3. Quotations are subject to availability of equipment on a "first come, first priority" basis. Payment of agreed deposit funds will reserve bridge components for a project if the items are in stock or Acrow will confirm delivery dates for all required new parts.
4. Acrow will only initiate engineering drawings and calculations upon receipt of agreed order documents and advance deposit monies in accordance with the General Notes.
5. State and local sales taxes are excluded and, if applicable, will be added to the total price and collected.
6. The use of tools and machines for assembly and erection along with grinders, reamers, welding and burning equipment are considered standard equipment that may be used for the assembly and erection of the bridge. The planning and cost of these items is the responsibility of the installer.
7. Acrow's quotation includes a technical advisor as noted in the general notes for each bridge. Additional days shall be invoiced at $950/day plus expenses. Acrow requires three weeks advanced notice in writing for an onsite technical advisor. The technical advisor's responsibility is strictly limited to advising the installer as to standard assembly techniques of the bridge parts. Non-standard or unusual job site conditions may cause longer erection hours and actual installation time may vary considerably by the personnel and equipment capabilities of the installer, as well as, job site conditions. Acrow makes no express or implied warranty regarding installation time estimates; therefore, labor and equipment costs estimates are solely the responsibility of the installer.
8. All sales orders are subject to satisfactory payment schedule including deposit funds and credit approval. Extended credit amounts for equipment sales or engineering services are due in full 30 days from invoice date. Balanced not paid in accordance with the stated terms will be subject to a 1.5% monthly interest charge. Continuing rental period payments are due in full on the first day of the rental period. Deposit amounts, Initial Term/Minimum rental amounts are due upon receipt of invoice. Acrow is acting as a supplier and not a contractor or subcontractor. Acrow will not accept retainage holdbacks.
9. Any delay of equipment delivery requested by the purchaser will subject the order price to escalation adjustments and storage charges. Purchaser agrees to pay 100% of the order price for delays more than 60 days or Acrow reserves the right to use the equipment for other orders.
10. All substructure designs and construction are the sole responsibility of the installer.
11. Cancelled orders will be subject to 15% fee for standard components. Non-standard components will be billed at full price.

Made in the USA

Attachment: Myriad Eng 19-045 design Indian Gulch (RES-2021-44 : Approve a Third Amendment with Myriad Eng for Indian Gulch Bridge)

ACROW BRIDGE
Building Bridges. Connecting People.



PROFESSIONAL ENGINEER
DONALD J. VAN GERVE
C 71958
EXP. 12/31/18
CIVIL
STATE OF CALIFORNIA

4/30/18

ACROW 700XS PANEL BRIDGE
ISOMETRIC VIEW
100FT x SCW x SSRH
HUCKLEBERRY ISLAND EMERGENCY BRIDGE REPLACEMENT
PACIFIC STREET ENTRANCE OVER SAN LORENZO RIVER
BROOKDALE, CA

CONTRACTOR: GRANITEROCK
SAN JOSE, CA

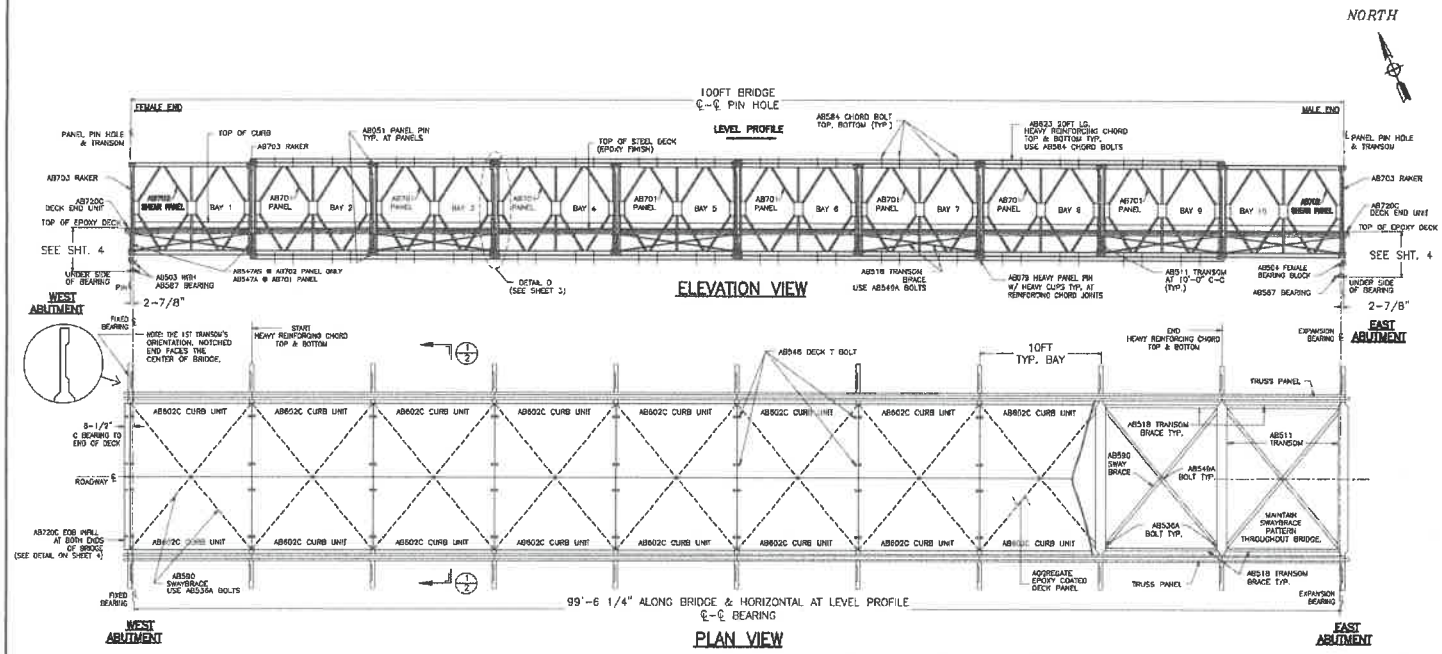
DATE: APRIL 17, 2018
PROJECT NUMBER: AB1967
SHT. 1 OF 4

TABLE OF CONTENTS

SHEET	DESCRIPTIONS
1	ISOMETRIC VIEW
2	GENERAL PLAN, ELEVATION & SECTION
3	TYPICAL CONNECTION DETAILS
4	BEARING LAYOUT & DETAILS

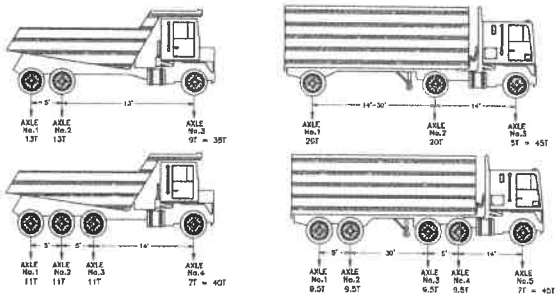
ISOMETRIC VIEW OF FEMALE END OF BRIDGE

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DIAGRAMS OF PERMISSIBLE LIVE LOADS HS-25

UNITS: US TONS & FEET



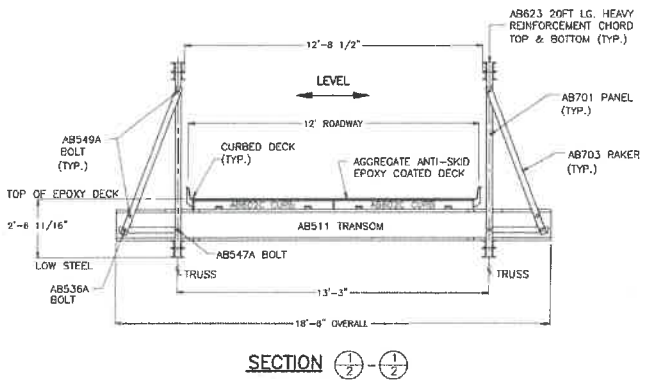
DESIGN SPECIFICATION
AASHTO STANDARD SPECIFICATIONS 17th EDITION, 2002
FOR HIGHWAY BRIDGES

LIVE LOAD
ONE LANE – HS-25

DEAD LOAD
ANTI-SKID EPOXY COATED DECK

BRIDGE SPECIFICATIONS
(a) PANEL CHORDS, DIAGONALS & VERTICALS, PANEL REINFORCING CHORDS AND RAKERS
AASHTO M223 Gd. 65
(b) DECKING, RAKER BRACE, TRANSOM, DIAGONAL BRACE, CHORD BRACE, SWAYBRACE, TRANSOM BRACE
AASHTO M223 Gd. 50
(c) PANEL PINS
ASTM A193 Gd. B7
(d) BOLTS
AASHTO M164M-A325

FINISH
ALL MAJOR COMPONENTS GALVANIZED TO AASHTO M111-ASTM A123.
ALL BOLTS ARE HOT DIPPED GALVANIZED.
PINS ARE ELECTRO GALVANIZED.

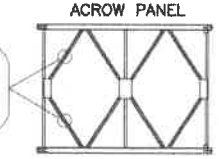


SECTION ½–½

SHAPE OF DIAGONALS

AB701 PANELS – CHANNELS

AB702 PANELS – TUBES



ACROW PANEL

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SEAL: PROFESSIONAL ENGINEER DONALD J. VAN GERVE C 71958 EXP 12/31/19 CIVIL 4/30/18

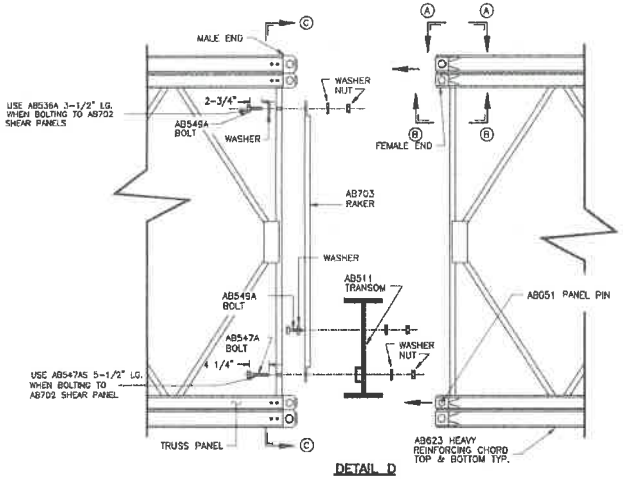
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PACIFIC STREET ENTRANCE OVER SAN LORENZO RIVER
BROOKDALE, CA

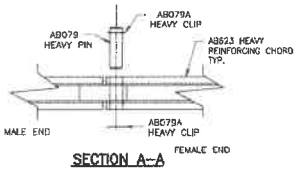
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CHECKED BY LP	SCALE: N.T.S.		
APPROVED BY JAB			

GRANITEROCK
SAN JOSE, CA

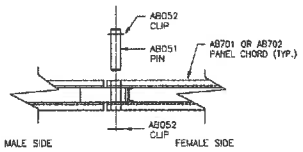
DRAWING NO. AB1967 REV.
SHT 2 OF 4



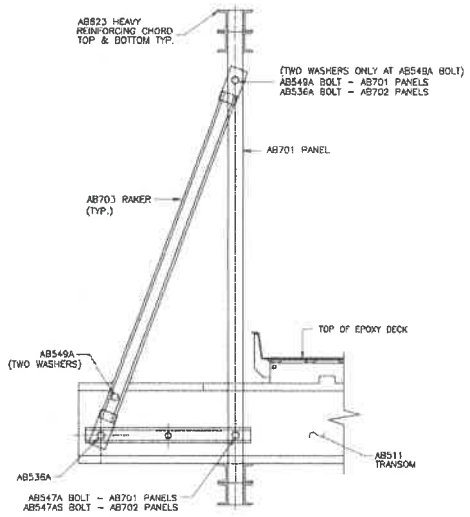
DETAIL D



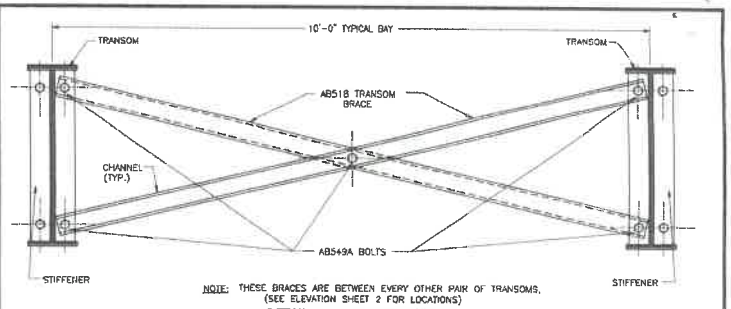
SECTION A-A



SECTION B-B

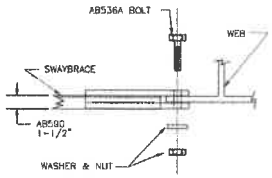


SECTION C-C
BOLT LOCATIONS

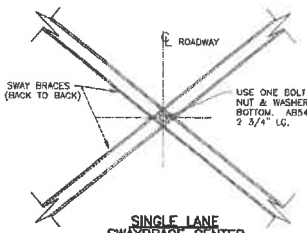


NOTE: THESE BRACES ARE BETWEEN EVERY OTHER PAIR OF TRANSOMS. (SEE ELEVATION SHEET 2 FOR LOCATIONS)

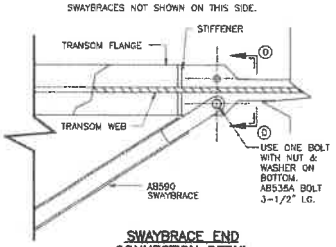
DETAIL - TRANSOM BRACES



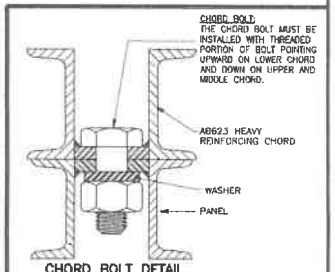
SECTION D-D



SINGLE LANE SWAYBRACE CENTER CONNECTION DETAIL



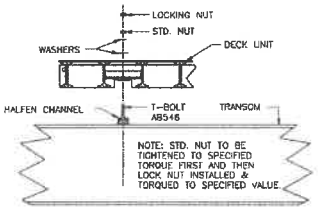
SWAYBRACE END CONNECTION DETAIL



CHORD BOLT DETAIL

BRIDGE BOLTS

BOLT	NAME	DIA ø	UNDER HEAD LENGTH ±1/8"	TORQUE VALUE
AB584	CHORD BOLT	1-1/4"	3-1/2"	650FT/LBS
AB549A	SHORT BRACE BOLT	1"	2-3/4"	450FT/LBS
AB548A	LONG RAKER BOLT	1"	4"	450FT/LBS
AB547AS	TRANSOM SHEAR BOLT	1"	5-1/2"	450FT/LBS
AB547A	TRANSOM BOLT	1"	4-1/4"	450FT/LBS
AB546	DECK T BOLT	3/4"	N/A	110FT/LBS
AB536A	BRACE BOLT	1"	3-1/2"	450FT/LBS



TRANSOM AND DECK ASSEMBLY

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PROFESSIONAL ENGINEER
DONALD J. VAN GERVE
C 71958
EXP. 12/31/19
CIVIL
STATE OF CALIFORNIA
4/30/18

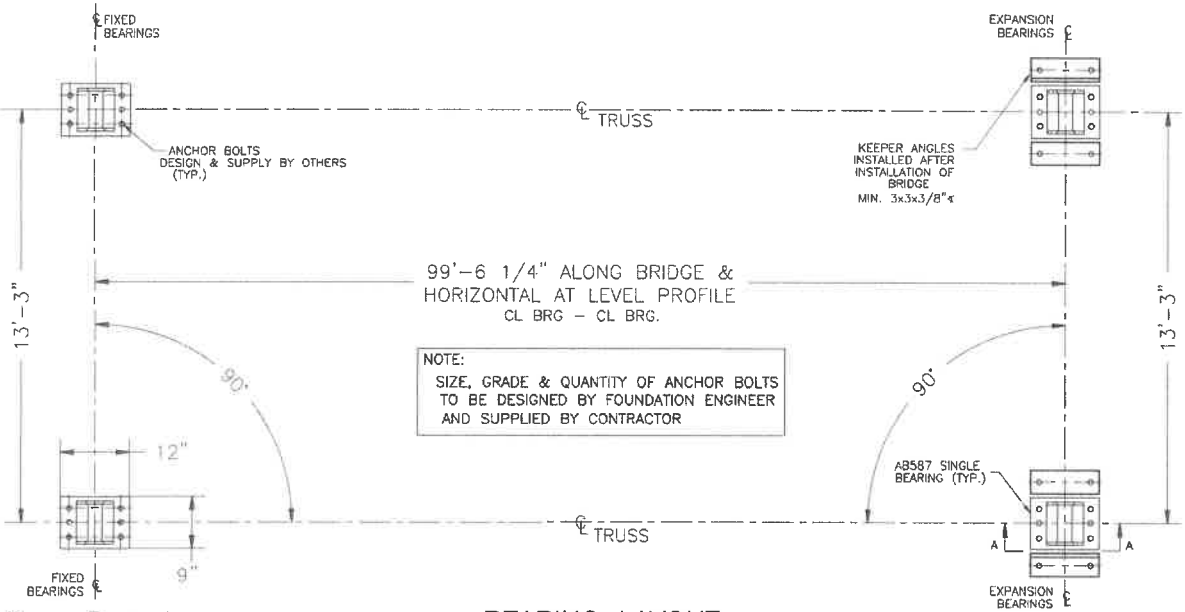
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BROOKDALE, CA

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CHECKED BY	LP	SCALE: N.T.S.	
APPROVED BY	JAB		

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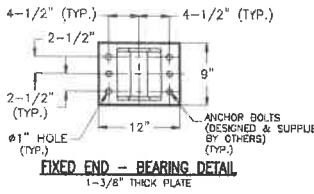
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SHT 3 OF 4



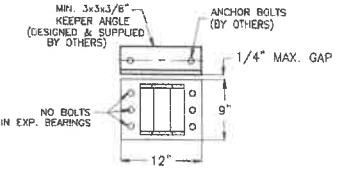
WEST ABUTMENT

BEARING LAYOUT
(ALL DIMENSIONS AT 70°F)

EAST ABUTMENT

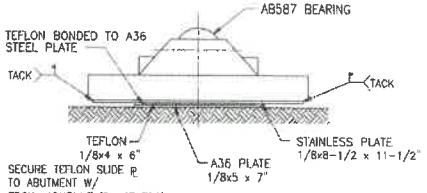


FIXED END - BEARING DETAIL
1-3/8" THICK PLATE

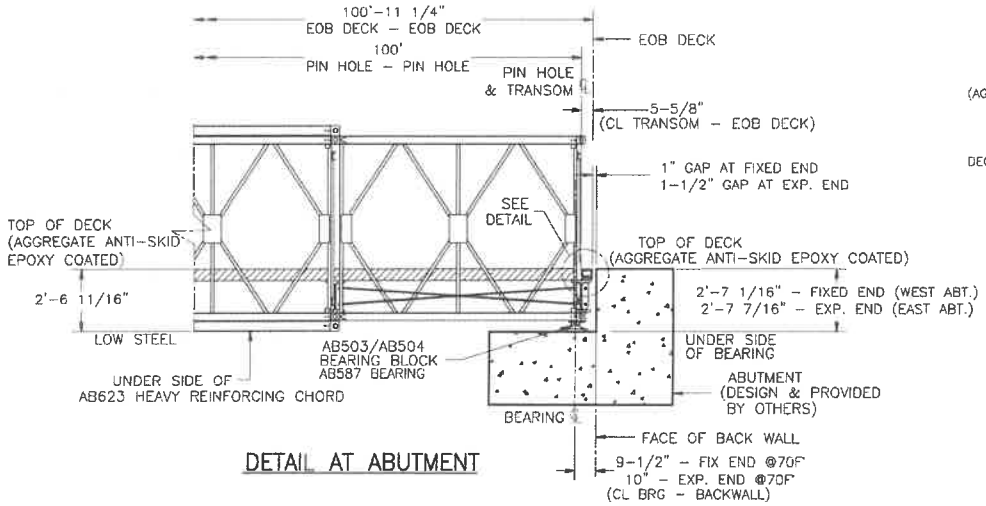


EXPANSION END - BEARING DETAIL

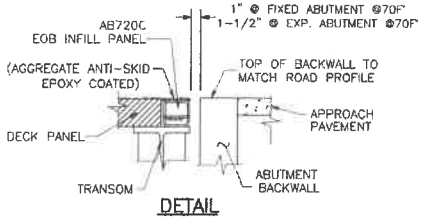
NORTH



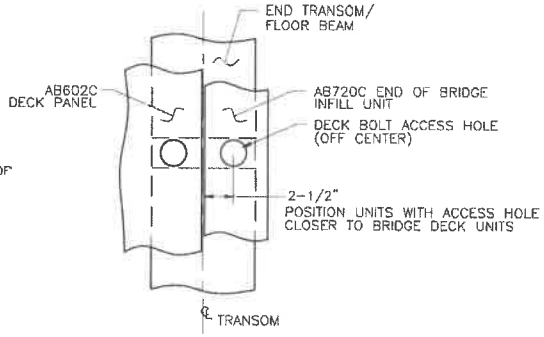
EXPANSION BEARING
SECTION A-A
ANGLE NOT SHOWN FOR CLARITY



DETAIL AT ABUTMENT



DETAIL



END OF DECK UNIT DETAIL
SCALE: N.T.S.

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BROOKDALE, CA

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SAN JOSE, CA

DRAWING NO. AB1967 | REV.
SHT 4 OF 4

MARIPOSA COUNTY

Planning · 209-966-5151

MEETING: January 26, 2021

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Mariposa Creek Parkway Phase IV Special Plan

RECOMMENDED ACTION AND JUSTIFICATION:
Adopt a Resolution Authorizing the Planning Department to Submit an Application for Caltrans FY 2021-22 Sustainable Communities Transportation Planning Grant to Develop a Special Plan for the Phase IV Segment of the Mariposa Creek Parkway; Approve a Letter of Support and Authorize the LTC Chair to Sign the Letter; and Authorize the Local Transportation Commission Chair to Sign the Grant Agreement, If Awarded (Subject to Approval as to Form by County Counsel).

This grant, in the amount of $522,000, would support the development of a Special Plan to guide the development of parcels recently acquired by Mariposa County to complete the Mariposa Creek Parkway from Joe Howard Street to Highway 49 North. These parcels are identified as Assessor's Parcel Numbers 012-340-005, 012-140-062, 012-140-065, 012-140-064, 012-140-017, 012-140-063, 012-140-016, 012-140-022, and 012-140-023. Funding would be used to hire a consultant team to add further detail and technical rigor to the vision expressed in the Mariposa Creek Parkway Master Plan as it pertains to the specific site, with the intent of planning and designing a neighborhood that meets the county objectives related to active transportation, economic development, housing, resiliency, and other community imperatives. The outcome of the project will be a Special Plan, adopted by the Board of Supervisors, to catalyze implementation of the development typologies identified through the planning process.

BACKGROUND AND HISTORY OF LOCAL TRANSPORTATION COMMISSION (LTC) ACTIONS:

The Board and Local Transportation Commission (LTC) have taken a number of actions related to establishing the Mariposa Creek Parkway as a means for achieving county community building objectives, including:

Pollinator Habitat Enhancement: RES No. 2020-18
Mariposa Creek Parkway Master Plan Adoption: LTC No. 2020-3
Mariposa Creek Parkway/Statewide Parks Program: LTC No. 2019-13
Noxious Weed Grant Program: RES No. 2019-20

Local Transportation Commission 2021-4

Mariposa Creek Parkway Phase III Concept Plan Adoption: LTC No. 2017-14

Additionally, RES-2020-539 approved a vacant land purchase agreement of real property identified as Assessor's Parcel Numbers 012-340-005, 012-140-062, 012-140-065, 012-140-064, 012-140-017, 012-140-063, 012-140-016, 012-140-022, and 012-140-023; found that this action is exempt from environmental review pursuant to CEQA Guidelines Section 15061(b)(3), Section 15307, Section 15308 and Section 15316 and directed staff to file a Notice of Exemption; and authorized the Board Chair to sign all documents necessary to execute the purchase. The parcels acquired by this action are the parcels for which the Special Plan described above would be developed.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Alternatives include delay to the next funding cycle or use of alternate funding sources. Failure to approve this action will result in the inability of the County to devise an effective strategy for achieving the desired mix of uses on land recently acquired by the County.
.

FINANCIAL IMPACT:
The required 11.47% match will come in the form of staff time and will not have an adverse financial impact on Mariposa County.

ATTACHMENTS:
201211 Board Resolution (PDF)
201214 BOS_LOS (PDF)
210115 ParkwayArea_2 8.5x11 (PDF)
4_SC Application Narrative_DRAFT (PDF)
6_FY 2021-22 Scope of Work_DRAFT (PDF)
210120 Letters of Support_PARTIAL (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
LOCAL TRANSPORTATION COMMISSION

LTC Resolution No. 21-___ A RESOLUTION TO AUTHORIZE THE PLANNING DEPARTMENT TO SUBMIT AN APPLICATION TO CALTRANS FY 21-22 SUSTAINABLE COMMUNITIES TRANSPORTATION PLANNING GRANT PROGRAM TO DEVELOP A SPECIAL PLAN FOR THE PHASE IV SEGMENT OF THE MARIPOSA CREEK PARKWAY.

WHEREAS, the Mariposa Creek Parkway Master Plan articulates a vision for the Mariposa Creek Parkway as a resource for active transportation, economic development, housing, resiliency, and other community imperatives; and

WHEREAS, the Master Plan also recommends several strategic actions as critical for achieving this multi-dimensional vision; and

WHEREAS, among those actions are the acquisition of the rights of way necessary for full implementation of the Parkway and its associated land uses; and

WHEREAS, through RES-2020-539, the Board of Supervisors initiated implementation of the Master Plan's recommended actions and acquired rights of way essential for the completion of the Parkway and realization of the Master Plan's vision; and

WHEREAS, rigorous community planning and design is necessary to identify and realize an appropriate development pattern on the vacant land acquired by the above-mentioned Board action.

NOW, THEREFORE, BE IT RESOLVED, the Local Transportation Commission authorizes submission of a grant application under the Sustainable Communities Transportation planning grant to support development of a Special Plan for the Phase IV segment of the Mariposa Creek Parkway.

BE IT FURTHER RESOLVED that the Local Transportation Commission authorizes matching funds of 11.74% of the total project cost as staff time.

BE IT FURTHER RESOLVED that the Local Transportation Commission authorizes the Executive Director of the Local Transportation Commission to execute all Fund Transfer Agreements and any amendments thereto with the California Department of Transportation.

BE IT FINALLY RESOLVED that the Local Transportation Commission does hereby certify that its planning process will be implemented in accordance with all applicable

Attachment: 201211 Board Resolution [Revision 1] (LTC-2021-4 : Mariposa Creek Parkway Phase IV Special Plan)

requirements.

ON MOTION BY Supervisor _____, seconded by Supervisor _____, this resolution is duly passed and adopted this 26th day of January, 2021 by the following vote:

AYES:

NOES:

EXCUSED:

ABSTAIN:

_____
Marshall Long, Chair
Local Transportation Commission

ATTEST:

_____
René LaRoche, Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

Attachment: 201211 Board Resolution [Revision 1] (LTC-2021-4 : Mariposa Creek Parkway Phase IV Special Plan)

January 26, 2021

Caltrans District 10
1976 E. Dr. Martin Luther King Boulevard
P.O. Box 2048
Stockton, CA 95201

Dear Mr. Schroder,

On behalf of the Mariposa County Board of Supervisors, I am writing to offer our support for the Mariposa County Local Transportation Commission's application to the Sustainable Communities transportation planning grant program. This opportunity will significantly advance our community's efforts to grow our multi-modal transportation capacity, while simultaneously supporting area economic vitality and meeting public health and creative placemaking objectives. I am excited to be involved in the project.

The town of Mariposa is both the county seat, and home to a dense collection of local businesses and historic sites, and the length of the Mariposa Creek Parkway. Our community and this Board believes deeply in powerful role that the Parkway can play in connecting pedestrians and cyclists to the economic and cultural nodes in the downtown core. We also believe that the Parkway can stimulate future context-sensitive development in the areas that it touches, serving as a multi-modal spine through a vital natural landscape in our community. As a catalyst for economic development, healthy, active lifestyles, and as an arena for community enrichment, I view the Mariposa Creek Parkway as a legacy project for our rural community.

This project will have transformational community impacts, leveraging previous investments in active transportation infrastructure to link disadvantaged members of our community to Mariposa's economic and cultural core. It is also a bold step towards implementing the Mariposa Creek Parkway Master Plan (Caltrans Sustainable Communities Grant FY 2018-2019), only recently funded by Caltrans. That our partnership is in a position to begin implementing the Master Plan's recommendations—and indeed, with the recent Phase III and Phase IV right of way acquisitions, has already begun implementing them—is a testament to both the appeal of the document's vision, and our community's capacity to leverage Caltrans grant funding into tangible change in our built environment.

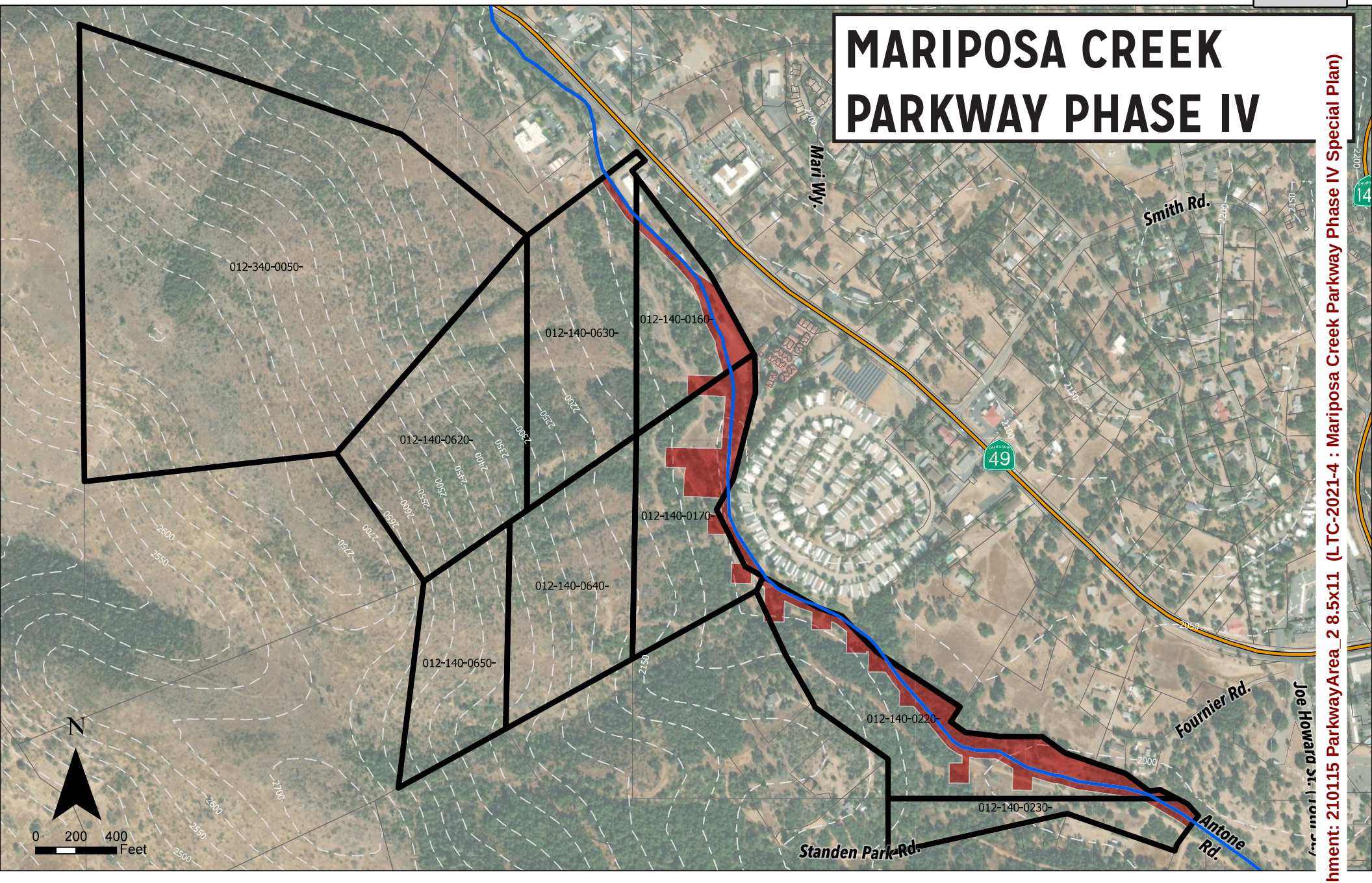
Over the past several years, this grant program has transformed our community's ability to think and act strategically, and come together to make decisions that will make our county more livable and vibrant, for Mariposans and over a million annual visitors that we host. It will broaden the way our community thinks about infrastructure, while continuing to make this project accessible to all Mariposans. We strongly endorse the Commission's application, and are committed to participating in all phases of this project.

Sincerely,

Marshall Long
Chair, Mariposa County Board of Supervisors

Attachment: 201214 BOS_LOS [Revision 2] (LTC-2021-4 : Mariposa Creek Parkway Phase IV Special Plan)

MARIPOSA CREEK PARKWAY PHASE IV



LEGEND

- POTENTIALLY DEVELOPABLE SLOPES
- PHASE IV AREA

Attachment: 210115 ParkwayArea_2 8.5x11 (LTC-2021-4 : Mariposa Creek Parkway Phase IV Special Plan)

Sustainable Transportation Planning Grant Program
SUSTAINABLE COMMUNITIES - GRANT APPLICATION NARRATIVE

PART G. APPLICATION NARRATIVE

FY 2021-22

Project Information	
Organization (legal name)	Mariposa County Local Transportation Commission
Project Title	Mariposa Creek Parkway Phase IV Special Plan
Project Area Boundaries	Along Mariposa Creek between Joe Howard St. and SR-49N

Application Narrative

1. **Project Description 150 words maximum (10 points)**
   Briefly summarize project in a clear and concise manner, including major deliverables, parties involved, and any connections to relevant local, regional, and/or State planning efforts. **Do not exceed the space provided.**

The Mariposa Creek Parkway Phase IV Special Plan will pair innovative community engagement techniques with rigorous site, market, and ecological analyses to articulate a vision for a sustainable neighborhood adjacent to the Mariposa Creek Parkway. By both leveraging momentum from and building off the recommendations of the Mariposa Creek Parkway Master Plan (2018), this effort will result in the materials needed for Mariposa County to secure adoption of a Special Plan for this strategic 187.4-acre community development opportunity. Deliverables will include site and land use plans for the neighborhood, an economic development and investment strategy, and a phasing and action plan to guide implementation steps.

In addition to the Parkway Master Plan, this project directly aligns with several watershed local planning efforts, highlighted by the county's Bicycle and Pedestrian Master Plan (2011), Regional Transportation Plan (2012), Economic Vitality Strategy (2017), Housing Element (2019), and Comprehensive Housing Program Implementation Study (2018).

Attachment: 4_SC Application Narrative_DRAFT (LTC-2021-4 : Mariposa Creek Parkway Phase IV Special Plan)

Sustainable Transportation Planning Grant Program
SUSTAINABLE COMMUNITIES - GRANT APPLICATION NARRATIVE

2A. Project Justification (15 points)

- Describe the problems or deficiencies the project is attempting to address, as well as how the project will address the identified problems or deficiencies.
- List the ramifications of not funding this project.
- Clearly define the existing issues surrounding the project (e.g., transportation issues, inadequate transit services, impacts of heavy trucking on local streets, air pollution, etc.).
- Competitive applications support the need for the project with empirical data.
- Describe how this project addresses issues raised
- Define the public benefit
- Explain how the public was involved with identifying issues
- Describe the impact of not funding the project
- **Do not exceed the space provided**

Both Mariposa County overall and Census Tract 1.01 (where this project is located) face a range of social and physical disadvantages. First, residents in the project area are particularly disadvantaged by a lack of safe active transportation options. The dispersed low-density land use patterns that define rural areas like Mariposa County present a particular challenge for those who do not own vehicles, and the disadvantaged residents that this project serves suffer from limited access to vehicular mobility. According to the American Community Survey, 5.2% of the Census Tract 1.01 does not have access to a car. This is above the national average (4.4%), and over twice as high as the average throughout Mariposa County.

These mobility issues compound existing public health disparities, including cardiovascular and pulmonary conditions that are frequently the result of sedentary and otherwise unhealthy lifestyles. Cancer, obesity, and heart disease are known contributors to the increased burden of chronic disease. According to data produced and shared by the Mariposa County Health and Human Services Agency just over half (57%) of SNAP-Ed eligible adults are overweight or obese. And while diabetes prevalence is not available at the census tract level, heart disease data from the California Healthy Places Index indicates that Census Tract 1.01 acutely suffers from the public health disparities that affect the entire county.

Finally, and relatedly, Mariposa County suffers from significant issues related to housing supply and quality at nearly every price point. For example, the Regional Housing Needs Assessment shows a need for 2,079 new units. This includes 530 units at or below 50% of AMI (very low-income) of which half or 265 should be affordable at 30% of AMI (extremely low-income). The estimated need in the next category, 50% to 80% of median (low) is 310 units and for units at 80% to 120% of median income (moderate) is an estimated 365.

The Mariposa Creek Parkway has been affirmed as a community priority with the potential to address each of these mobility, public health, economic development, and housing needs through numerous key planning efforts, including the Mariposa Town Plan, Mariposa County Bicycle and Pedestrian Transportation Plan, Mariposa County Regional Transportation Plan, Mariposa County Economic Vitality Strategy, and Phases I and II of the Town of Mariposa Active Transportation and Transportation Center Feasibility Study. Most recently, this project and these specific implementation actions were identified by the community as high priorities in the Mariposa Creek Parkway Master Plan (2020)) and the Town of Mariposa Transportation Center and Active Transportation Feasibility Study (2019). These planning

Attachment: 4_SC Application Narrative_DRAFT (LTC-2021-4 : Mariposa Creek Parkway Phase IV Special Plan)

2A. Project Justification (continued)

processes applied a range of innovative, place-based community engagement strategies to solicit input from throughout the community, especially disadvantaged community members in the immediate vicinity of the project area.

For example, Creek week, the highlight of the Mariposa Creek Parkway master plan's stakeholder engagement program, hosted a range of hands-on participatory design exercises at the Mariposa Creek Parkway itself. An entire day of Creek Week was devoted to students and youth, who are typically left out of similar transportation planning processes. Creek Week was also programmed in conjunction with the Mariposa County Health Department and Health and Wellness Coalition, each of whom advocate for and represent Mariposans with a variety of health afflictions or other vulnerabilities. The partnership of these organizations ensured the participation of community members who face disadvantages on account of their physical and/or mental health condition. Through community engagement efforts like this, disadvantaged community residents not only voiced their desire for the project, but shared their thoughts to tangibly influence the project to be most responsive to their needs.

Central to the Master Plan's vision and recommendations is for the Parkway to serve "as a new center of gravity providing" in the Town of Mariposa. "Affordable housing developments will see the Parkway as a valuable asset, providing a direct linkage into town and its commercial and civic destinations. New residents will benefit from the proximity of the trail, and this renewed sense of value for the Creek will generate greater return on investment." Leveraging the Parkway's active transportation and mobility benefits as community building foundations, the project will emphasize "increasing safety and vibrancy, along with reinforcing the connection to the region's valuable landscape and sense of place."

This compelling community-driven vision has enabled the partnership to move quickly to secure grant funding for plan implementation, including from the California Natural Resources Agency (to acquire the Phase III segment) and the Housing and Community Development Department (to fund infrastructure enhancements for supporting affordable housing). Additionally, the partnership is awaiting approval from the Wildlife Conservation Board for funds to restore the Phase II and Phase III segments of Mariposa Creek, and from the Caltrans' Active Transportation Program to build the Phase III parkway segment.

In September 2020, Mariposa County joined these public funders in making a major investment (nearly $800K) in realizing the community's vision, purchasing 187.4 acres of land constituting the Phase IV segment of the Mariposa Creek Parkway. In addition to approximately one mile of Mariposa Creek, this strategic acquisition includes substantial developable areas of land in the Town of Mariposa to support the project's vision of a compact, comprehensive, sustainable neighborhood supported and anchored by a critical active transportation resource. Significantly, the acquired parcels include frontage with SR-49N, and when developed, will rely on access from this Caltrans-owned right of way.

The benefits of funding this project are enormous. Generating the Mariposa Creek Parkway Phase IV IV Special Plan is a powerful and essential step to facilitate the holistic community development imagined Mariposans and expressed in the Master Plan—development that leverages active transportation to promote a healthier, more vibrant, more equitable, and more sustainable rural community.

Attachment: 4_SC Application Narrative_DRAFT (LTC-2021-4 : Mariposa Creek Parkway Phase IV Special Plan)

2B. Disadvantaged Communities Justification (5 points)

- Explain how the project area or portions of the project area are defined as a disadvantaged community, including Native American Tribal Governments and rural communities.
- Explain how the proposed project addresses the needs of the disadvantaged community.
- Describe how disadvantaged communities will benefit from the proposed planning project.
- The tools in Grant Application Guide, Appendix A, are intended to help applicants define a disadvantaged community.
    - Cite data sources, the tools used, and include a comparison to the statewide thresholds that are established in each tool.
- **Do not exceed the space provided.**

Within our rural community (Mariposa County is a non-MPO rural RTPA area), the Phase IV segment of the Mariposa Creek Parkway where the proposed project is located qualifies as disadvantaged in several key metrics. For example, the project area qualifies as a "low-income community" based on the area median income (AMI; AB 1550), which is below 80 percent of the statewide median income. According to the US Census (2019 ACS 5-year estimates), the AMI of Census Tract 1.01 where this project is located was $34,363, while the statewide median income is $75,235 (80% of which is $60,188). This project will respond to this and other disadvantages—including lack of housing, poor public health outcomes, and inequitable access to transportation options—by supporting job creation, new housing development, and the expansion of Mariposa's active transportation network to new and existing community destinations.

2C. Disadvantaged Communities Engagement (5 points)

- Describe how the proposed effort would engage disadvantaged communities, including Native American Tribal Governments and rural communities. Include specific outreach methods for involving disadvantaged communities.
- Describe how disadvantaged communities will continue to be engaged during the next phases after the proposed planning project is complete, including project implementation. See Grant Application Guide, Appendix A, for best practices in community engagement.
- **Do not exceed the space provided.**

The stakeholder engagement program for the Phase IV Special Plan will build on the successful planning techniques applied to develop the Mariposa Creek Parkway Master Plan. For example, Creek Week, the highlight of the Mariposa Creek Parkway master plan's stakeholder engagement program, hosted a range of hands-on participatory design exercises at the Mariposa Creek Parkway itself. This pop-up community design festival was programmed so that meetings would occur at accessible locations and outside of traditional working hours. Also of note is that Creek Week and other project engagement efforts were coordinated and co-implemented with existing community-based organizations, including the Mariposa County Health and Wellness Coalition, Chamber of Commerce, Sierra Foothill Conservancy, Alliance for Community Transformation, and other community advocates and representatives. Finally, meetings and workshops were scheduled at regular intervals throughout plan development to indicate to participants how their feedback was being incorporated into project deliverables. we anticipate applying these practices to effectively engage stakeholders in the development of the Phase IV Special Plan.

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Sustainable Transportation Planning Grant Program
SUSTAINABLE COMMUNITIES - GRANT APPLICATION NARRATIVE

3. Grant Specific Objectives (Total 35 points)
Integrate the following Grant Program Considerations (Grant Application Guide, Chapter 1.2) in the responses for 3A-G below, as applicable:

- Caltrans Strategic Management Plan
- California Transportation Plan (CTP) 2040
- Modal Plans that Support the CTP 2040
- Title VI and Environmental Justice

3A. Grant Specific Objectives (5 points)

- Explain how the proposal encourages local and regional multimodal transportation, housing and land use planning that furthers the region's RTP SCS (where applicable).
- Demonstrate how the proposed effort would coordinate transportation, housing, and land use planning components of the project to inform one another (i.e., regular coordination meetings between responsible entities, joint community meetings, letters of commitment from all relevant implementing agencies, etc.
- Explain how the proposed effort would contribute to shifts in land use towards more sustainable and equitable communities, such as more affordable housing near transit or more compact regional development patterns. (Reference Grant Application Guide, Chapter 2.2, for example project types)
- **Do not exceed the space provided.**

The Special Plan will articulate a vision for a compact, mixed use, rural context-sensitive community anchored by a Class I multi-use trail with widespread community support. The project will provide an action-oriented strategy for creating a new neighborhood that co-locates housing (including affordable housing), retail, office, and civic land uses with an extended multi-modal transportation network comprised of the Parkway and a system of complete streets that facilitate bicycle and pedestrian connectivity. Additionally, portions of the project area are currently being evaluated through the Integrated Mobility and Housing Strategy project (FY 20-21 Sustainable Communities competitive grant program) as a site for workforce housing and supporting transit services for Yosemite National Park. Though that planning effort is underway (scheduled to finish Feb. 2023), the Phase IV area is likely to be identified as a priority site for aligning workforce housing and regional transit services. The Special Plan will ensure that future transit will be fully integrated into—and contribute to the vitality of--the neighborhood.

Crucially, in addition to being internally compact, the Phase IV area is located within the Town of Mariposa near existing community resources and infrastructure, such as banks, grocery stores, and a hospital. By simultaneously planning a smart and walkable holistic neighborhood and establishing new cultural and civic destinations that are accessible by the Mariposa Creek Parkway, the Special Plan uses the tools of integrated land use planning to reduce the need for Mariposans to rely on personal automobiles, which are costly and often unavailable to low-income community members. This both supports a mode shift towards more active options, especially for short trips and/or commuting purposes, and increases the mobility options available in this disadvantaged community.

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Sustainable Transportation Planning Grant Program
SUSTAINABLE COMMUNITIES - GRANT APPLICATION NARRATIVE

3B. Grant Specific Objectives (5 points)

- Explain how the proposal contributes to the State's GHG reduction targets and advances transportation related GHG emission reduction project types/strategies (i.e., mode shift, demand management, travel cost, operational efficiency, accessibility, and coordination with future employment and residential land use, etc.)
- **Do not exceed the space provided.**

The Special Plan establishes a strategy for implementing a compact, holistic neighborhood that is served by a critical Class I multi-use trail. By utilizing Smart Mobility Framework principles, this community planning strategy reduces the distances between destinations and provides a viable active transportation alternative for longer distance trips to and from the neighborhood via the Mariposa Creek Parkway. By coordinating a diverse mix of land use types, including residential, employment, and consumer activities like shopping and recreation, with expanded active transportation modes, the Special Plan both increases the accessibility and attractiveness of active modes.
The project, then will reduce greenhouse gas emissions by supporting implementation of a neighborhood that catalyzes a mode shift from personal automobiles to more non-polluting modes, highlighted by bicycling and walking. This anticipated result is more than theoretical—a recent survey of 239 Mariposans indicated that the completed Mariposa Creek Parkway would result in an increase in active commuting behaviors among those that commute 3-5 times per week (12% increase), 1-2 times per week (13% increase), and 1-3 times per month (10% increase).

3C. Grant Specific Objectives (5 points)

- Explain how the proposal supports other State goals, including but not limited to:
  - State Planning Priorities (Government Code Section 65041.1)
  - Climate Adaptation Goals (Safeguarding California)
  - Goals and Best Practices cited in the 2017 RTP Guidelines, Appendices K and L.
- **Do not exceed the space provided.**

The Phase IV Special Plan will result in a community that seamlessly aligns with the aspirations expressed in several direction-setting State plans. First, by making active transportation more attractive, accessible, and safer for bicyclists and pedestrians of all skill levels, the project supports both the direct and indirect public health benefits identified in Appendix K of the 2017 RTP guidelines. In particular, the project will facilitate more active lifestyles (shown to improve physical and mental health outcomes) and reduce greenhouse gases by encouraging active mobility in an environment that minimizes collision injuries and fatalities. Significantly, the process by which stakeholders from throughout the disadvantaged community have and will continue to shape the project applies the best practices for seeking out and considering the needs of low-income and minority households—such as holding meetings at accessible locations outside of traditional working hours and creating a feedback loop to communicate how input is included in planning deliverables—outlined in Appendix L of the same document. Finally, the project's emphasis on incorporating climate change adaptation and community resiliency considerations (such as reducing hazardous fuels and applying green infrastructure techniques to improve water quality) into the neighborhood planning and design effort supports directly supports at least 10 policies in Safeguarding California, including B-3: Increase restoration and enhancement activities to increase climate resiliency of natural lands and W-10: Protect and restore water resources for important ecosystems.

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Sustainable Transportation Planning Grant Program
SUSTAINABLE COMMUNITIES - GRANT APPLICATION NARRATIVE

3D. Grant Specific Objectives (5 points)

- Explain how the proposal encourages stakeholder involvement.
  - List the stakeholders involved in the planning effort (e.g., first responders, community-based organizations, local housing and public health departments, transit agencies, and partners including State, federal, local agencies)
  - Explain how stakeholders will be involved throughout the project.
- **Do not exceed the space provided.**

The Phase IV Special Plan builds on the inclusive stakeholder engagement approach implemented through the Mariposa Creek Parkway Master Plan project. Essential to that process was the collaboration of several critical stakeholders and community groups who constitute the project's steering committee, especially the Sierra Foothill Conservancy, Chamber of Commerce, and the Mariposa County Health and Wellness Coalition, which is a collection of public health agencies and non-profits who continue to shape the project. In addition to these critical stakeholders, the project partnership has grown to include other local and state partners whose specific expertise and constituencies have and will continue to grow the impact of the project's stakeholder involvement. This includes the county housing department, Mariposa Public Utilities District, Sierra Nevada Conservancy, adjacent property owners, and the Wildlife Conservation Board, who has been advising the project's riparian restoration components. These core stakeholders will continue to be integral to the planning effort at every stage, participating in consultant selection, contributing their expertise to the projects analytical tasks, reviewing deliverables, and facilitating engagement with the general public, detailed in the next response.

3E. Grant Specific Objectives (5 points)

- Explain how the proposal involves active community engagement.
- Describe the specific public outreach methods/events that will be employed throughout the project
- Explain how public input will inform the project.
- Describe how the effort will survey the public at the end of each outreach event to gauge effectiveness of these activities for the planning effort.
- **Do not exceed the space provided.**

The partnership is committed to soliciting meaningful input from a diverse cross-section of our disadvantaged community. In alignment with the recommendations of the 2017 RTP Guidelines, we believe that this requires a mix of approaches that go beyond the typical public meeting, meeting people where they are and providing a variety of mediums to participate. We applied this approach in the Master Plan process through Creek Week, a multi-day pop-up community design festival located at the project site with a range of hands-on and interactive opportunities to share input. This was paired with frequent steering committee meetings, online and in-person project updates, and other traditional engagement practices. We anticipate applying similar techniques during the Phase IV project, with engagement milestones at key moments throughout the planning process. This framework enables the partnership to collect early high-level input on the project's parameters; check back with stakeholders in the middle of the project to ensure an appropriate direction; and receive more targeted input during the production phase so that the final deliverable aligns with the community's stated preferences.

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3F. Grant Specific Objectives (5 points)

- Explain how the proposal assists in achieving the Caltrans Mission and Grant Program Objectives (Grant Application Guide, Chapter 1.2)
  - Sustainability, Preservation, Accessibility, Safety, Innovation, Economy, Health, and Social Equity, as applicable.
- **Do not exceed the space provided.**

By leveraging a priority active transportation resource to create a compact, comprehensive community, the project will facilitate development of a neighborhood that achieves all of the grant programs objectives. As a centrally located Class I multi-use trail, the Parkway will provide a safe and accessible active transportation route that will catalyze a mode shift towards biking and walking. The Parkway, coupled with a network of complete streets, will create a vibrant community fabric that supports the local economy through enhanced retail and employment uses in the Phase IV area. Increased active transportation behavior will result in a range of public health benefits, as will the reduction of greenhouse gas emissions. These reductions, as well as the project's emphasis on rural context-sensitive community design, support the grant program's emphases on sustainability and preservation. These objectives are also supported by the project's environmental design benchmarks, especially the application of green infrastructure and community resiliency techniques to manage impacts and reduce the risk of natural disasters. These strategies offer innovative approaches to addressing the state's community development and climate change adaptation imperatives. Finally, all of these benefits occur in, and at the direction of the members of, a disadvantaged community, promoting social equity in rural California.

3G. Grant Specific Objectives (5 points)

- Explain how the proposal ultimately results in funded and programmed multimodal transportation system improvements. Applicants should discuss next steps for project implementation, including timing for programming improvements that would result from the planning effort.
- **Do not exceed the space provided.**

The project's deliverables are geared towards rapid, comprehensive implementation of the community's vision. This includes specifying the actions necessary to achieve the Phase IV segment of the Mariposa Creek Parkway. While the preferred master plan will illustrate this segment of the Parkway's relationship to the rest of the development, the Phasing and Action Plan will provide a road map to achieve neighborhood development, including establishing the Parkway's spatial needs and providing legal descriptions for parcels, road networks, and the Parkway. This deliverable will also assign responsibilities and specify the implementation timeline for all key tasks, including programming this Parkway segment. Next, the Project Funding Plan will set the stage for the project partnership, led by Mariposa County, to work with public, private, and non-profit entities to develop the neighborhood in alignment with the community's vision and in accordance with the Special Plan's requirements. In addition to providing cost estimates for the community's publicly financed components, such as sewer infrastructure, this deliverable will articulate a strategy for financing these investments, including grants, bonds, and other mechanisms. Together with the Special Plan itself, which will provide the legal basis for ensuring that future development conforms with the community's vision, these project deliverables promise that the project results in a new compact neighborhood anchored by an improved multimodal transportation system.

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Sustainable Transportation Planning Grant Program
SUSTAINABLE COMMUNITIES - GRANT APPLICATION NARRATIVE

4.	**Project Management (Total 30 points)** See Scope of Work and Cost and Schedule samples and checklists for requirements (Grant Application Guide, Appendix B), also available on the Caltrans grants website: https://dot.ca.gov/programs/transportation-planning/regional-planning/sustainable-transportation-planning-grants
4A.	Scope of Work (15 points)
4B.	Project Timeline (15 points)

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Scope of Work Checklist

The Scope of Work (SOW) is the official description of the work that is to be completed during the contract. Tasks 1-6 outlined in the SOW are for illustrative purposes only. Task **Applications with missing components will be at a competitive disadvantage.** Please use this checklist to make sure your Scope of Work is complete.

Scope of Work	
(x)	Ensure these items are completed prior to submitting to Caltrans
	Use the Fiscal Year 2021-22 template provided and in Microsoft Word format.
	Include the activities discussed in the grant application.
	List all tasks using the same title as stated in the Project Cost and Schedule.
	Include task numbers in accurate and proper sequencing, consistent with the Project Cost and Schedule.
	Ensure that sub-task numbers are not included.
	Include a thorough Introduction to describe relevant background, related planning efforts, the project and project area demographics, including a description of the disadvantaged community involved with the project, if applicable.
	Include a thorough and accurate narrative description of each task.
	Task 01 is a required task. It must be titled "Project Administration", it cannot exceed 5% of the grant award amount, and only the grantee can charge against this Task. This Task must only include the following activities and deliverables: • Project kick-off meeting between the grantee and Caltrans at the start of the grant • Invoicing and quarterly reporting to Caltrans • DBE Reporting (federal grants only)
	Include Task 02 for the procurement of a consultant (if needed). This task for the grantee only.
	Public outreach task must include detailed public participation and services to diverse communities.
	Identify public outreach strategies in a manner that provides flexibility and allows for a diverse range of outreach methods (both in-person and on-line), considering the current COVID-19 environment.
	Must include a Task(s) for a Draft and Final product. The draft plan must include an opportunity for the public to provide feedback. (Excludes technical projects)
	The final product must include a summary of next steps your agency will take towards implementing the project.
	Achievable project deliverables must be listed for each Task.
	EXCLUDE environmental, complex design, engineering work, and other ineligible activities outlined in the Grant Application Guide.

Attachment: 6_FY 2021-22 Scope of Work_DRAFT (LTC-2021-4 : Mariposa Creek Parkway Phase IV Special Plan)

SCOPE OF WORK

Project Information	
Grant Category	Sustainable Communities Competitive
Grant Fiscal Year	FY 21-22
Project Title	Mariposa Creek Parkway Phase IV Special Plan
Organization (legal name)	Mariposa County Local Transportation Commission

Introduction

In 2019, a project partnership led by the Mariposa County Planning Department applied innovative stakeholder engagement techniques to solicit input and direction from throughout the community to develop the Mariposa Creek Parkway Master Plan (Sustainable Communities Planning Grant FY 18-19). Adopted in January 2020, the master plan identifies a shared vision for the Parkway, and articulates the ways that this Class I multi-use trail can address key ecological, economic, cultural, and public health in the disadvantaged rural community. Among the master plan's primary recommendations was the acquisition of the rights-of-way needed to complete the Parkway along Mariposa Creek in the town of Mariposa, and the leveraging of the trail to build new, holistic communities that build place around active transportation and environmental restoration. Part or all of this vision was also expressed in other important community planning efforts, including the Mariposa Transportation Center and Active Transportation Feasibility Study (Sustainable Communities Planning Grant FY 17-18), Mariposa County Economic Vitality Strategy, and various related transportation planning initiatives.

Due to the strength and popularity of the master plan, the project partnership has been able to move quickly to implement these primary recommendations. Notably, in July 2020, the Mariposa County Board of Supervisors invested nearly $800K to acquire the Phase IV area of the Mariposa Creek Parkway. In addition to providing the needed right-of-way for a one-mile extension of the Parkway to its planned upstream terminus at SR-49N, this acquisition also includes nearly 190 acres of land in the town of Mariposa suitable for supporting the vision of a sustainable neighborhood anchored by the Parkway. The Board of Supervisors intend for this area to support the community's vision as expressed in the master plan, which imagines a neighborhood that co-locates housing (including affordable housing), retail, office, and civic land uses with an extended multi-modal transportation network comprised of the Parkway and a system of complete streets that facilitate bicycle and pedestrian connectivity.

The Mariposa Creek Parkway Phase IV Special Plan is a necessary step in realizing this vision. By pairing innovative community engagement techniques with rigorous site, market, and ecological analyses, the proposed project will detail a pragmatic plan for implementing a compact, context-sensitive, sustainable community on this strategic location. The planning effort will move the visionary concepts articulated in the master plan closer to execution, specifying the ways that the specific site can support the intended programs, uses, and experiences. Deliverables will include site and land use plans for the neighborhood, an economic development and investment strategy, and a phasing and action plan to guide implementation steps.

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Project Stakeholders

This project will be led by the Mariposa Count Planning Department, and will rely on extensive community engagement, including with—and in many cases, led by—the project steering committee that was established to guide development of the Mariposa Creek Parkway Master Plan. This group is comprised primarily of existing community-based organizations and Mariposa County agencies. They include:

- Mariposa County Health and Wellness Coalition
- Mariposa County Chamber of Commerce
- Sierra Foothill Conservancy
- Mariposa County Health and Human Services Agency
- Mariposa County Economic Development Department
- Mariposa County Housing Department

Additionally, other key organizations will be central to developing an equitable, representative, and pragmatic special plan for the Phase IV area of the Mariposa Creek Parkway. These groups include:

- Mariposa Public Utility District
- Mariposa County Arts Council
- Southern Sierra Miwuk Nation
- Alliance for Community Transformation
- Sierra Nevada Conservancy
- California Wildlife Conservation Board
- Adjacent property owners, including Self Help Enterprises and MRCC Properties

The project partnership anticipates hiring a multi-disciplinary consultant team to provide technical expertise and plan production capabilities to the project. Consultant teams will likely offer skills and proficiency in disciplines such as community planning, land use planning, transportation planning, economic modeling and analysis, landscape architecture, architecture, and stakeholder engagement. The consultant team will support all aspects of the planning effort, including Inventory and Analysis, Setting Goals and Expressing Project Priorities, Conceptual Site Planning and Impact Evaluation, Plan Implementation Program Development, and Document Production.

Overall Project Objectives

Primary overall project objectives are to:

1. ***Determine*** the site's limiting factors, including regulatory, physical, and infrastructural.
2. ***Identify*** a development profile that is supported by the site's capacity and best responds to the disadvantaged community's ecological, economic, cultural, and public health issues.
3. ***Allocate*** land uses and other critical community features on the site to most effectively realize the site's potential.
4. ***Define*** key actions necessary to implement the planned land uses in a timely and comprehensive manner.

Summary of Project Tasks

Task 01: Project Administration

This task covers general grant administration tasks (separate from project management activities that are included in individual project tasks), specifically:

- Kick-off and potential follow-up meetings with Caltrans staff
- Quarterly invoices and progress reports

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- Corresponding maintenance of the Overall Work Program

Grant management and administration will follow the Grant Application Guidelines, Regional Planning Handbook, and the executed grant contract between Caltrans and the grantee.

Task Deliverables
Meeting notes and records
Required reporting/financial deliverables

Task 02: Consultant Procurement

In this task, the project partnership will select a qualified multi-disciplinary consultant team with which to collaborate in the production and delivery of the Mariposa Creek Parkway Phase IV Master Plan. This involves establishing panel to develop a request for proposals, interview competitive consultant teams, evaluate teams based on their credentials and project approach, and offer a consensus-based recommendation to the LTC regarding the preferred consultant team. The panel will consist of members of the project's steering committee, including but not limited to representatives from:

- Mariposa County Planning Department
- Mariposa County Housing Department
- Mariposa County Health and Human Services Agency
- Mariposa County Public Works Department
- Mariposa Public Utilities District
- Mariposa County Arts Council
- Mariposa County Chamber of Commerce
- Mariposa Health and Wellness Coalition
- Sierra Foothills Conservancy

After a preferred consultant team has been selected, Mariposa County/LTC staff will work with the selected team to produce a mutually agreeable professional services agreement, in accordance with all applicable local, state, and federal policies, and to present that agreement authorized by the LTC.

Once the contract between the consultant team and LTC is established, the project partnership from Mariposa County and the selected consultant team will have an initial project kick-off meeting, which will be the final task in Task 02: Consultant Procurement

Task Deliverables
Steering committee rankings and evaluation notes
Report to LTC regarding consultant selection process and formal recommendation
Executed contract between LTC and selected consultant team, including amendments as applicable

Task 3: Inventory and Analysis

Through the inventory and analysis task, the project team will determine the site's conditions and context, with a special emphasis put on its limiting factors. Like all subsequent tasks in the scope of work, this task will begin with a kick-off meeting to include the steering committee, consultant team, and others as appropriate, to discuss topics and datasets to be inventoried and analyzed.

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With support from the selected consultant team, the project partnership will use appropriate techniques, including geospatial tools, to analyze the legal, physical, and infrastructural parameters of the site, including facets such as:

- Regulatory Context
  - Mariposa County General Plan
  - Mariposa Town Specific Plan
  - Mariposa County Wildfire Protection Plan
- Physical Context
  - topography
  - hydrology
  - soils
  - Existing vegetation
- Infrastructure Context
  - Road access/proximity
  - Utility access and capacity

Additionally, the partners and consultant will investigate the market conditions to begin understanding the types of quantities of development products, such as affordable housing, retail, and office uses, that could be supported by the current and anticipated market climate. The main deliverable for this task will be the Existing Conditions and Context report, which will summarize the analytical findings and describe the limiting factors that serve as parameters for later phases in the planning process.

Task Deliverables
Meeting minutes and notes
Existing Conditions and Context report, to include: • Site analysis summary • Market analysis summary • Limiting Factors narrative

Task 4: Setting Goals and Expressing Priorities

Through this task, the project partnership will expand the project's wider community engagement program to solicit input from the community on the project's core components, characteristics, and priority outcomes. After the initial steering committee meeting to inform the work in the rest of the task, the project partnership will conduct appropriate stakeholder engagement activities to understand preferences for the character, identity, and placemaking aspects of development at the Phase IV Mariposa Creek Parkway site. Engagement activities will be developed by the consultant team with input and direction from the steering committee, and are anticipated to include a combination of conventional, low-tech exercises and innovative, place-based community planning and design events akin to Creek Week, the central stakeholder engagement milestone of the Mariposa Creek Parkway Master Plan process. However, the partnership is prepared to pivot to (and well-versed in) engagement techniques that are effective and safe in the context of the COVID-19 pandemic, should those considerations remain significant factors during the project period.

This initial engagement milestone will be geared towards the community's preferences for community character and identity, specifically in terms of aesthetics (materiality, form, and scale) and land use options (such as retail, office, affordable housing, and other uses). Key takeaways will be summarized for easy reference at later stages in the planning process. Additionally, engagement prompts will also be tailored to stimulate responses to help formulate the project's Resilience, Environmental Justice, and Equity strategy. This strategy, which will also

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Attachment: 6_FY 2021-22 Scope of Work_DRAFT (LTC-2021-4 : Mariposa Creek Parkway Phase IV Special Plan)

be guided by input from the project steering committee, will specify opportunities for the project to contribute to these social outcomes, such as:

- Reducing the risk of catastrophic wildfire through neighborhood planning and design, both on the Phase IV community site and elsewhere in the town of Mariposa
- Leveraging green infrastructure to limit the risk of flooding on downstream neighborhoods
- Promoting affordable housing, especially for people who are currently experiencing homelessness in Mariposa County
- Provide resources, such as office space, to support social service organizations in Mariposa County

The project team will then internally work to specify how both the community's preferences for character, identity, and other placemaking considerations and resilience, environmental justice, and equity align with and can be supported by related planning and visioning initiatives. These include:

- Mariposa County Creative Placemaking Master Plan
- Mariposa County Recreation and Resiliency Master Plan
- Mariposa Creek Parkway restoration and habitat enhancement plan

Once these strategies are complete, the project team will synthesize these findings into materials that can be used to engage the community on the project's goals. These materials will serve as the foundation for additional stakeholder outreach to determine the project's final goals, and establish benchmarks for evaluating conceptual site plan alternatives and determining the extent to which they meet the community's goals.

Task Deliverables
Meeting minutes and notes
"Community Character and Identity" Stakeholder Engagement Materials, including: • Documentation of engagement activities, such as photos or videos • Summary of engagement results and key takeaways
Summary of Resilience and Equity Opportunities, including: • Initial green infrastructure strategy • Initial wildfire and flooding risk reduction strategy • Articulation of environmental Justice principles • Initial affordable housing strategy • Benchmarks and performance criteria to evaluate effectiveness
Summary of project alignment with related planning and visioning initiatives
"Articulate Project Goals" Stakeholder Engagement Materials, including: • Documentation of engagement activities, such as photos or videos • Summary of engagement results and key takeaways

Task 5: Conceptual Site Planning and Impact Analysis

Having established the project's goals and performance benchmarks, the project team will then develop conceptual site alternatives capable of meeting the project's goals. After the tasks initial steering committee meeting, the consultant team will generate 2-4 preliminary site plan alternatives which represent discrete approaches to allocating the community-supported land uses in the Phase IV area in ways that satisfy the resiliency, environmental justice, equity, and community character priorities identified in the previous steps. Alternatives will be supported by

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illustrative, analytical, and narrative materials that help describe each alternative's strengths and weaknesses, distinguish them from one another, and equip the community to evaluate them at the next step in this task.
Once the preliminary site plan alternatives are complete, the project partnership will engage the community to select a preferred alternative, knowing that the preferred alternative will likely be a synthesis of concepts from several or all of the presented alternatives. As before, engagement techniques will emphasize innovation and inclusivity, but can be easily adapted to pandemic-appropriate methods if necessary. This community-wide input will be invaluable for honing in on a specific site plan, determining the development profile, and allocating the land uses needed to realize the site's potential—the next step in this task.

As before, the preferred site plan concept will be supported by detailed illustrative, analytical, and descriptive materials that can be integrated into the final Special Plan deliverable. In addition to these supporting materials, the consultant team will work internally to produce an infrastructure investment strategy specific to the selected site, which summarizes all of the infrastructure investments needed to support the completed development.

Task Deliverables
Meeting minutes and notes
2-4 discrete site plan alternatives with supporting materials, such as: • Illustrative graphics • Analytical diagrams • Narrative descriptions
"Selection of a Preferred Alternative" Stakeholder Engagement Materials, including: • Documentation of engagement activities, such as photos or videos • Tangible feedback related to preferred site design concept
Completed conceptual site plan, including illustrative and analytical materials
Completed Infrastructure Investment Strategy, including: • Technical capacity study and supporting calculations • Other materials as needed

Task 6: Plan Implementation Program

The plan implementation program will identify the specific technical actions necessary to achieve the planned community described in the previous task. The deliverables from this task will constitute a strategic work plan for the project partnership as they continue collaborating to realize the sustainable community building potential of the Phase IV site.
Guided by discussions from the task kick-off steering committee meeting, the project partnership will work together to detail the implementation actions necessary over short-, medium-, and long-term time horizons. This step will facilitate production of the phasing and action plan, which will include specific implementation roles for each member of the project partnership. Wherever possible, this plan will also provide resources to support project partners in successfully achieving their tasks, such as:

- Relevant and successful case studies and examples from the region
- Applicable state and federal guidance

Parallel to the production of this deliverable will be the project funding plan, which will equip the partnership to work with public, private, and non-profit entities to develop the neighborhood in alignment with the community's vision and in accordance with the Special Plan's requirements.

Attachment: 6_FY 2021-22 Scope of Work_DRAFT (LTC-2021-4 : Mariposa Creek Parkway Phase IV Special Plan)

The highlight of this deliverable will be a strategy for financing the principal public investments in the development, including options such as grants, bonds, and the establishment of special districts such as an Enhanced Infrastructure or Tax Credit finance district. The funding plan will include resources to support the project partners in pursuing whichever financing routes are recommended.

Once these implementation plans strategies are complete, the partnership will host public events, such as open houses or similar, to share the near-complete plan (including the deliverables of Task 5 and Task 6), and to collect final comments and input on the plan prior to document production and adoption.

Task Deliverables
Meeting minutes and notes
Formalize implementation actions necessary to achieve preferred alternative
Produce Project Funding Plan, to include: • Cost estimates • Financing strategy
Produce Phasing and Action Plan, to include: • Specific implementation roles for project partners • Implementation timeline
"Public Open Houses to Roll Out Project Recommendations" Stakeholder Engagement Materials, including: • Documentation of engagement activities, such as photos or videos • Final comments on project deliverables prior to Special Plan completion

Task 7: Document Production and Adoption

In the final project task, the consultant team will respond to any last comments received at the open house(s), and synthesize all of the materials produced throughout the previous tasks into a cohesive document, the adoption of which the Mariposa County Planning Department can then manage over the remainder of the grant period.

Task Deliverables
Final Site Plan, Project Funding Plan, and Phasing and Action Plan with final comments addressed
Adopted Phase IV Mariposa Creek Parkway Special Plan

DRAFT

Attachment: 6_FY 2021-22 Scope of Work_DRAFT (LTC-2021-4 : Mariposa Creek Parkway Phase IV Special Plan)

Mariposa County

Ben Goger
Housing Development Specialist
Mariposa County Administration
5100 Bullion St.
Mariposa, Ca 95338

Post Office Box 784
Mariposa, CA 95338
(209) 742-1259
bgoger@mariposacounty.org
www.mariposacounty.org

January 6, 2021

Caltrans District 10
1976 E. Dr. Marin Luther King Boulevard
P.O. Box 2048
Stockton, CA 95201

Dear Mr. Schroder,
Thank you for considering Mariposa County's 2020 Sustainable Communities transportation planning grant application. I am writing to offer my support and enthusiasm of this planning effort due to its inclusion of transportation, recreation, housing and economic development. But mostly because it is an opportunity to plan the groundwork for a safe neighborhood where residents can recreate and habitat together.

The Phase IV of the Mariposa Creek Parkway(Parkway) aligns on 187 acres of newly acquired County property. Mariposa County purchased this property in 2020 with the intentions of building phase IV of the Parkway and implementing fuels management for fire protection of the Town of Mariposa. There is also the potential for residential and economic development on this property and the County would like to see happen through an intentional planning effort.

Currently the County and Non-Profit developer(Self-Help Enterprises) is working on Multi-Family project on the corner of this property with supporting road and water infrastructure. The proposed Mariposa Creek Parkway project runs in front of this housing project giving residents of this community an active transportation link to Mariposa Town amenities. These are real action steps that will provide access to this 187 property and we would like to begin the planning process explore the road, trail and land-use potential on this property through this planning effort.

We are committed to serving our community by providing adequate and equitable housing connected by safe and health transportation modes. The work proposed in this grant application will help us do that. We appreciate the States support and our shared values in expanding the livability and connectivity of our California communities.

Sincerely,

Ben Goger
Housing Development Specialist

Attachment: 210120 Letters of Support_PARTIAL (LTC-2021-4 : Mariposa Creek Parkway Phase IV Special Plan)

Mariposa County
Health & Human Services Agency

January 1, 2021

Caltrans District 10
1976 E. Dr. Martin Luther King Boulevard
P.O. Box 2048
Stockton, CA 95201

Dear Mr. Schroder,

I am writing to state our support for and commitment to the Mariposa County's application for the Sustainable Communities transportation planning grant program. As the county's leading community health advocate, we are committed to protecting and promoting the health, safety, and environment of our rural community, both preventing and controlling disease, and promoting healthy lifestyles for all Mariposans. The Mariposa Creek Parkway offers an unparalleled opportunity to contribute to the physical and mental well-being of our community.

Like many rural communities across the US, Mariposa County faces significant public health issues, many of which disproportionately affect certain segments of our community. At 10.7%, the prevalence of diabetes in Mariposa County is the second highest of all counties statewide. The county's prevalence for obesity (24.4%) also ranks among the state's highest, while heart disease (congestive heart failure and acute myocardial infarction) accounts for the bulk of hospital care for county Medicare enrollees. Countless studies indicate that active transportation activities, including bicycle and pedestrian modes, can supplement and, in some cases, potentially even substitute for clinical interventions to address these and other conditions. However, only 58% of Mariposans have access to physical activity, 5th lowest among California counties.

We believe that the Mariposa Creek Parkway can facilitate the active lifestyles that lead to improved public health outcomes, not to mention lower healthcare costs, fewer vehicle miles traveled, and decreased greenhouse gas emissions. Additionally, we believe that the development of an integrated and comprehensive neighborhood supported by the Parkway provides ideal opportunities to respond to our county's homelessness crisis by supporting the development of affordable housing in a central location within the county's seat. This grant will allow our community to achieve this seminal infrastructure project, improving countywide physical and mental wellness, while contributing to a community spirit of advocacy and progress.

As a committed partner for this project, we are passionate about participating in the Mariposa Creek Parkway process. We offer our full support to project implementation.

Sincerely,

Shannon Gadd
Director

Attachment: 210120 Letters of Support_PARTIAL (LTC-2021-4 : Mariposa Creek Parkway Phase IV Special Plan)

MARIPOSA PUBLIC UTILITY DISTRICT

DIRECTORS:
WILLIAM H. BONDSHU
GORDON DULCICH
DANA L. FINNEY
FRANK MOCK
MIKE CLEARY

SUSAN A. WAGES,
GENERAL MANAGER
CLERK, EX-OFFICIO,
SECRETARY

P.O. Box 494
Mariposa, CA 95338
209-966-2515 FAX (209) 966-6615
www.mariposapud.org

water
wastewater
fire protection

January 7, 2021

Caltrans District 10
1976 E. Dr. Martin Luther King Boulevard
P.O. Box 2048
Stockton, CA 95201

Dear Mr. Schroder,

On behalf of the Mariposa Public Utility District (District), I am writing in support of Mariposa County's application to the Sustainable Communities Transportation Planning Grant, in support of the Mariposa Creek Parkway Phase IV Special Plan.

Established in 1947, the District provides public water, wastewater and fire protection services to the town of Mariposa. The District currently has 722 water and wastewater service connections and services a population of approximately 2000. In addition to meeting Mariposa's existing needs for essential utilities, we also play a critical role in anticipating, planning for, and when necessary, implementing projects to support future development initiatives within the District's boundary.

The Mariposa Creek Parkway Phase IV Special Plan will help resolve a number of pressing community issues in Mariposa. In order for the project to be successful, this study will have to be mindful of infrastructural and utility-related constraints and limits. Additionally, the mix and intensity of development recommended by this planning process will have to conform with existing applicable regulations, and should have a keenly local understanding of the development costs in the project area's unique setting.

The District is eager to assist the Planning Department, and other members of the team as they assemble in these important topic areas. We are enthusiastic about this opportunity to leverage the Mariposa Creek Parkway for sustainable and equitable community development, and to contribute our expertise to the planning effort. We hope to see the project funded.

Sincerely,

Susan A. Wages

Susan A. Wages, REHS
General Manager

Attachment: 210120 Letters of Support_PARTIAL (LTC-2021-4 : Mariposa Creek Parkway Phase IV Special Plan)

MARIPOSA Health & Wellness COALITION

Mariposa Health & Wellness Coalition

December 18, 2020

Caltrans District 10
1976 E. Dr. Martin Luther King Boulevard
P.O. Box 2048
Stockton, CA 95201

Dear Mr. Schroder,

As the chair and on behalf of the Mariposa County Health and Wellness Coalition, I am writing to offer our support for Mariposa County's application to the Sustainable Communities transportation planning grant program. The Mariposa Creek Parkway project, especially the Phase IV Special Plan, have enormous potential to improve public health outcomes in our community, and can have a hugely positive impact on the overall wellness and livability of Mariposa. We are glad to be involved.

The Mariposa Health & Wellness Coalition is a community based group working towards opportunities for health and wellness for all residents, and visitors, to Mariposa County. Our partnership includes public health advocates and practitioners from county agencies, local non-profits, and faith-based organizations who are actively working at all levels of our community to ensure that the range of health and wellness needs of Mariposa residents are met. In addition to addressing physical determinants of health outcomes, we understand that healthy individuals (and communities) include resources for mental and spiritual wellness.

The Mariposa Creek Parkway project, especially the Phase IV Special Plan, resonates deeply with our comprehensive and holistic approach to health and wellness. In addition to providing opportunities for active transportation and recreation, both of which have clear and significant benefits for health issues like heart and lung disease, the projects' opportunities for outdoor recreation in a natural setting have enormous psychological and even spiritual benefits. Additionally, the Special Plan's emphasis on promoting affordable housing in a central location, close to essential community services and support infrastructure, responds to systemic issues at the root of some of the largest health and wellness issues in our community, like homelessness and lack of access to care.

We see this project as an innovative opportunity to make Mariposa County more healthy and vibrant, and we are excited to continue our involvement in the effort. We hope that this current grant is awarded so that our partnership can move closer to realizing this important initiative.

Sincerely,

Shana Bender
CCIP Coordinator/Programs Assistant
Infant/Child Enrichment Services, Inc.
Chair, Mariposa County Health and Wellness Coalition

Attachment: 210120 Letters of Support_PARTIAL (LTC-2021-4 : Mariposa Creek Parkway Phase IV Special Plan)

MARIPOSA
COUNTY CHAMBER OF COMMERCE

January 1, 2021

Caltrans District 10
1976 E. Dr. Martin Luther King Boulevard
P.O. Box 2048
Stockton, CA 95201

Dear Mr. Schroder,

I am writing in support of Mariposa County's application to the Sustainable Communities Transportation Planning Grant for the Mariposa Creek Parkway Phase IV Special Plan.

The Mariposa Creek Parkway offers tremendous potential benefits to our community, including a tangible, positive impact on our business climate and economy. We have long endorsed this project we see the Parkway as an attractive destination for tourists, and a critical connection for bicyclists and pedestrians to our historic Main Street, which is anchored by a collection of locally owned businesses. The Parkway increases safe and convenient pedestrian and bicycle access, facilitate outdoor recreation and community placemaking activities and experiences, and make Mariposa County more livable and attractive for businesses seeking to relocate to our community. These economic benefits are in addition to education, ecological, transportation and public health benefits.

The Phase IV special plan both deepens and expands these benefits, promising to lengthen the Parkway and increase its utility as an active transportation resource, and stimulating the creation of a new community district for local businesses to thrive. This project will serve everyone, transforming the local economic and cultural climate and paving the way for Mariposa to continue to prosper through the Mariposa Creek Parkway.

Sincerely,

Xav Dubois
Mariposa County Chamber of Commerce

Attachment: 210120 Letters of Support_PARTIAL (LTC-2021-4 : Mariposa Creek Parkway Phase IV Special Plan)

SIERRA·FOOTHILL



· CONSERVANCY ·

Sierra Foothill Conservancy

Saving natural lands, now and forever

December 21, 2020

Caltrans District 10
1976 E. Dr. Martin Luther King Boulevard
P.O. Box 2048
Stockton, CA 95201

Dear Mr. Schroder,

Sierra Foothill Conservancy would like to express its support for the Mariposa County's application to the Sustainable Communities transportation planning grant. As the region's local land trust, Sierra Foothill Conservancy works to bring a vision of scenic open spaces, clean air and water, a thriving local economy, and places where people can connect to the environment. Our work addresses community challenges in creative, land-based and programmatic ways that resonate with our population.

We view the Mariposa Creek Parkway, in particular the implementation of a sustainable and holistic community in the Phase IV segment, as a critical tool for advancing our mission. As a resource that will reduce vehicle miles traveled and greenhouse gas emissions, improve water quality, and restore native habitat, the Mariposa Creek Parkway has enormous sustainability and preservation benefits. Additionally, the Parkway's active transportation program offers our community a range of health benefits related to physical activity. Given disparities and injustices in our community's public health profile, the Parkway can contribute to social equity by addressing the health and wellness needs of Mariposa County's vulnerable communities. Finally, the development of a new sustainable neighborhood adjacent to the creek corridor provides our partnership with an unparalleled opportunity to apply multi-beneficial green infrastructure strategies, including practices for managing fuels and improving water quality, to promote community resiliency and adaptation to climate change through the project.

By supporting the implementation of this key crucial aspect of the Mariposa Creek Parkway master plan, the proposed project would help realize these multi-dimensional benefits. The Mariposa Creek Parkway Master distills a wide diversity of community values into active transportation infrastructure and communities supported by it. This project is integral to sustainable community building in Mariposa, and we are eager to continue contributing to it.

Sincerely,

Bridget Fithian
Executive Director

Attachment: 210120 Letters of Support_PARTIAL (LTC-2021-4 : Mariposa Creek Parkway Phase IV Special Plan)

December 18, 2020

Caltrans District 10
1976 E. Dr. Martin Luther King Boulevard
P.O. Box 2048
Stockton, CA 95201

Dear Mr. Schroder,

I'm writing to support Mariposa County's application to the Sustainable Communities transportation planning grant program.

In my capacity as Executive Director of the Mariposa County Arts Council, I have the pleasure of working with the County of Mariposa on design and creative placemaking projects and strategies. I also serve on the Citizens Advisory Committee for the Transportation Center Feasibility Study. Our community is committed to promoting livability and community character through art, design, and innovative cultural practices, and none of placemaking efforts and initiatives are more vital or as exciting as the Mariposa Creek Parkway project.

The success of the Mariposa Master Gardener's native plant demonstration garden and the Mariposa Arts Park, which my organization utilizes to host many of our arts and cultural programs, indicate the placemaking potential of the Parkway corridor, and inspire our partnership to strive to make it a reality. The completed segments have already made significant contributions to our community's character and livability, and we are confident that their impact will be amplified by the extension in the proposed project.

The spaces and context of the Mariposa Creek Parkway are wonderfully unique to our community, and the project suggests numerous ways of celebrating the region's natural history and cultural vibrancy. The Arts Council sees the Parkway and the neighborhood in the Phase IV segment of the project area as opportunities to explore and redefine that identity. This project will allow our partnership to implement a placemaking approach for the entire creek corridor, and leverage investments in active transportation and mobility to develop livable places that reflect our community's sense of self.

In addition to the Parkway's many contributions to mobility and ecology in our community, these outcomes will significantly enhance quality of life, sustainability, and social equity in Mariposa County. The Sustainable Communities grant program has been and continues to be crucial to funding this effort, and the Arts Council is excited to be partnered with Mariposa County on this project. We are proud to commit our expertise and perspectives to the planning process, and hope to see it funded. If you have any questions or would like further information, please feel free to contact me.

Sincerely,

Cara Goger

Cara Goger

Attachment: 210120 Letters of Support_PARTIAL (LTC-2021-4 : Mariposa Creek Parkway Phase IV Special Plan)

SIERRA NEVADA
CONSERVANCY

AUBURN OFFICE
11521 Blocker Drive, Ste. 205
Auburn, CA 95603
p (530)823-4670 f (530)823-4665

Attachment: 210120 Letters of Support_PARTIAL (LTC-2021-4 : Mariposa Creek Parkway Phase IV Special Plan)

January 13, 2021

Mr. Kevin Schroder
Caltrans District 10 - Office of Rural Planning
1976 E. Dr. Martin Luther King Boulevard
Stockton, CA 95201

Dear Mr. Schroder:

The Sierra Nevada Conservancy (SNC) would like to recommend the Mariposa County Planning Department for Caltrans Sustainable Communities Planning Grant Program funding to support the development of Phase IV of the Mariposa Creek Parkway Master Plan, a coordinated vision for nearly four miles of dedicated bicycle and pedestrian facilities, wildfire resilience and mixed income housing throughout the Mariposa Creek Corridor.

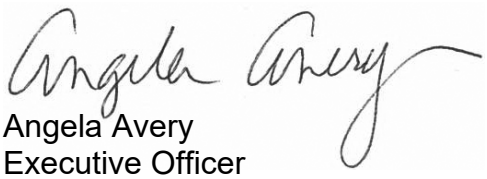
SNC is a California state agency with a mission to improve the environmental, economic, and social well-being of the Sierra Nevada Region and its rural communities. As part of our focus, SNC works to enhance the public use and enjoyment of lands owned by the public.

This project will develop a Special Plan for the Phase IV portion of the Mariposa Creek Parkway, laying the foundation for a planned community that integrates active transportation, mixed income housing, and various civic and retail uses. The project will explore strategies for applying green infrastructure techniques for improving water quality, restoring the native riparian landscape, and promoting community resiliency to the impacts of climate change, including catastrophic wildfire and flooding.

The Mariposa Creek Parkway Master Plan meets the goals of multiple SNC Program areas. The coordinated vision for installing a network of trails, housing, and recreational facilities as well as restoration work in the Mariposa Creek Parkway fall in line with the many of the goals of the SNC Strategic Plan. SNC believes that collaboration is key to working in the Sierra Nevada Region and has excellent working relationships with many of the organizations listed as partners on this project. Additionally, we have invested approximately $1 million to some of the partnering organizations for watershed protection and restoration projects in the Mariposa area.

Funding this project will help determine a shared community vision for the Mariposa Creek Parkway, which is essential for implementing an equitable and functional Parkway project. SNC therefore recommends Mariposa County Planning Department for the Caltrans Sustainable Communities Planning Grant Program.

Sincerely,



Angela Avery
Executive Officer

cc: Michael Goralnik
Community Design and Development Planner for Mariposa County

Attachment: 210120 Letters of Support_PARTIAL (LTC-2021-4 : Mariposa Creek Parkway Phase IV Special Plan)

A Nonprofit Housing and Community Development Organization

January 1, 2021

Caltrans District 10
1976 E. Dr. Martin Luther King Boulevard
P.O. Box 2048
Stockton, CA 95201

Dear Mr. Schroder,

I am writing to offer Self-Help Enterprises' support for Mariposa County's application to the Sustainable Communities transportation planning grant program. We believe that the Mariposa Creek Parkway and the Creekside Terrace project, which our organization is currently be developing in the Mariposa Creek corridor, will create a powerful synergy with benefits both for our residents and those from throughout the Mariposa community. We are proud to work with Mariposa County on this effort.

When completed, the Creekside Terrace project will provide 42 affordable housing units along Antone Street, essentially adjacent to the Mariposa Creek Parkway's upstream terminus. Self-Help Enterprises recently received an Infill Infrastructure Grant from the California Housing and Community Development Department to install the needed infrastructure to implement this transformative project, and included in the scope of this grant is the funding to install a 6' sidewalk from the development to the proposed Parkway extension. When completed, then, the Mariposa Creek Parkway will enable residents of Creekside Terrace to safely bike and walk from their homes to essential community destinations, such as the Pioneer Market grocery store, Mariposa County High School and Elementary School, and the future Town of Mariposa Transportation Center.

In addition to directly serving the residents of Creekside Terrace, the Mariposa Creek Parkway will provide a critical community resource to support future affordable housing development in the creek corridor. The work that would be completed under the county's proposed grant would be instrumental in realizing this vision, and lays the groundwork for a complete and equitable neighborhood supported by multiple transportation modes. By integrating active transportation into the building of a comprehensive and sustainable community, this project broadly contributes to Mariposa's capacity to promote livability and connectivity in its community fabric. We are extremely eager to see this project move forward. Should you have any questions, please contact me at (559) 802-1653 or betsyg@selfhelpenterprises.org.

Sincerely,

Betsy McGovern Garcia

Betsy McGovern Garcia
Director of Real Estate Development

Main Office: 8445 W. Elowin Court · P.O. Box 6520 · Visalia, CA 93290 · Phone (559)651-1000 · Fax (559)651-3634
info@selfhelpenterprises.org · www.selfhelpenterprises.org

Attachment: 210120 Letters of Support_PARTIAL (LTC-2021-4 : Mariposa Creek Parkway Phase IV Special Plan)

MRCC Properties, LLC
PO Box 1886, Mariposa CA 95338
209-682-5237
pgilger@mercymedtrans.com

January 12, 2021

Caltrans District 10
1976 E. Dr. Martin Luther King Boulevard
P.O. Box 2048
Stockton, CA 95201

Dear Mr. Schroder,

On behalf of MRCC Properties, I wish to offer my support for Mariposa County's application to the Sustainable Communities transportation planning grant program. Our group is developing the Brown Bear Hotel and Conference Center (4987 Brown Bear Lane), located on a site adjacent to but outside of the proposed project area for the Phase IV Special Plan. We share the perspective of the County and its partners on this project that the Mariposa Creek Parkway can be a catalyst for sustainable, context-sensitive, active transportation-driven community development, and support their effort to balance the site's ecological character with the imperative for new community resources in strategic location within the town of Mariposa.

Our project is eco-friendly nature preservation. The hotel and conference center will be built with respect for the property's natural grandeur by leaving a portion of the residential section of the property undeveloped. The project is on +11 acres of property --the hotel and conference center, and multi-family housing situated on +4 acres of the property. Our design plans will reduce the environmental impact and protect Mariposa Creek. When completed, the development will include internal walkways, roadways, lighting, a bus stop and water and sewage services provided by the Mariposa Public Utility District, and bicycle and pedestrian access to the Creek Parkway. Our vision is to leverage both Mariposa Creek and the future parkway itself to provide an attractive and unique experience for our guests and residents, and to serve as an iconic backdrop for a new neighborhood and *place* in the heart of Mariposa. We see the County's proposed project as an excellent opportunity to support, build off of, and expand this vision.

We firmly believe that collaboration between private interests and public agencies is necessary for projects like ours and the Phase IV area of the Mariposa Creek corridor to be successful. We applaud Mariposa County's leadership in establishing a compelling and pragmatic vision for this area, and look forward to working with the project partnership to implement the vision.

Best,



Patricia Gilger
Community Project Development Director
MRCC Properties, LLC

Attachment: 210120 Letters of Support_PARTIAL (LTC-2021-4 : Mariposa Creek Parkway Phase IV Special Plan)

MARIPOSA COUNTY

Auditor · (209) 966-7606

RESOLUTION - ACTION REQUESTED 2021-45

MEETING: January 26, 2021

TO: The Board of Supervisors

FROM: Luis Mercado, Auditor

RE: Resolution Establishing Current Retiree Health Insurance Contributions

---

RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution establishing health insurance contributions for current retirees to be effective March 1, 2021.

The Mariposa Superior Court and Service Employees International Union (SEIU) have finalized negotiations on a new Memorandum of Understanding (MOU) effective December 1, 2020. One of the provisions of the new MOU is to increase the health benefit for Court SEIU employees to a $525 per month flat rate. This agreed upon amount will also impact current retirees as CalPERS law requires that the amount contributed for health insurance to active employees must equal the health insurance amount contributed to retirees. Currently, there is one retiree on the health billing roster whom this change would affect, increasing the monthly contribution from $500.00 to $525.00. Health costs for Court retirees are reimbursed to the County by the State of California, so this change will not have a financial impact on the County.

Government Code Section 22892(a) provides that a contracting agency subject to the Public Employees' Medical and Hospital Care Act must fix the amount of the employer contribution for health by formal resolution. The resolution form attached is the approved form designated by CalPERS to change the monthly employer health contribution for employees and annuitants of a contracting agency.

This resolution does not apply to Elected and Appointed officials hired by the County on or after May 1, 2007 or to all other County employees hired on or after February 1, 2007. These employees are subject to the vesting schedule as regulated by Government Code section 22893 as mandated by Board Resolutions 06-573 and 07-135.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board approved resolution 2016-644 establishing health insurance contributions for retirees effective February 1, 2017.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

By not approving this resolution, the County would be providing a different health contribution amount to active and retired employees belonging to the Court SEIU bargaining unit.

FINANCIAL IMPACT:
No financial impact to the County as retiree health costs for Court employees are paid by the State of California.

ATTACHMENTS:
Board Resolution 2016-644 (PDF)
New CalPERS Health Benefit Resolution (PDF)
New CalPERS Health Benefit Resolution - Word Format (PDF)
Mariposa Court SEIU MOU Tentative Agreement (PDF)
Mariposa Court MOU 2020-2022 (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

MARIPOSA COUNTY

Auditor ·

RESOLUTION - ACTION REQUESTED 2016-644

MEETING: December 13, 2016

TO: The Board of Supervisors

FROM: Debbie Isaacs, Auditor

RE: Resolution Establishing Current Retiree Health Insurance Contributions

---

RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution establishing health insurance contributions for current retirees to be effective February 1, 2017.

The Mariposa Superior Court and Service Employees International Union (SEIU) have finalized negotiations on a new Memorandum of Understanding (MOU) effective November 1, 2016. One of the provisions of the new MOU is to increase the health benefit for Court SEIU employees to a $500 per month flat rate. This agreed upon amount will also impact current retirees as CalPERS law requires that the amount contributed for health insurance to active employees must equal the health insurance amount contributed to retirees. Currently, there is one retiree on the health billing roster whom this change would affect, increasing the monthly contribution from $434.08 to $500.00. Health costs for Court retirees are reimbursed to the County by the State of California, so this change will not have a financial impact on the County.

Government Code Section 22892(a) provides that a contracting agency subject to the Public Employees' Medical and Hospital Care Act must fix the amount of the employer contribution for health by formal resolution. The resolution form attached is the approved form designated by CalPERS to change the monthly employer health contribution for employees and annuitants of a contracting agency.

This resolution does not apply to Elected and Appointed officials hired by the County on or after May 1, 2007 or to all other County employees hired on or after February 1, 2007. These employees are subject to the vesting schedule as regulated by Government Code section 22893 as mandated by Board Resolutions 06-573 and 07-135.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board approved resolution 2012-604 establishing health insurance contributions for retirees effective February 1, 2013.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Attachment: Board Resolution 2016-644 (RES-2021-45 : Resolution Establishing Current Retiree Health Insurance Contributions)

By not approving this resolution, the County would be providing a different health contribution amount to active and retired employees belonging to the Court SEIU bargaining unit.

FINANCIAL IMPACT:
No financial impact to the County as retiree health costs for Court employees are paid by the State of California.

ATTACHMENTS:
New CalPERS Health Benefit Resolution (DOCX)
Mariposa Court-SEIU MOU 11-1-16 - 10-31-18 (PDF)
Board Resolution 2012-604 (PDF)

CAO RECOMMENDATION
Requested Action Recommended

Mary Hodson
Mary Hodson, CAO 12/8/2016

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Kevin Cann, District IV Supervisor
SECONDER: Merlin Jones, District II Supervisor
AYES: Smallcombe, Jones, Long, Cann, Carrier

Attachment: Board Resolution 2016-644 (RES-2021-45 : Resolution Establishing Current Retiree Health Insurance Contributions)

RESOLUTION NO. 16-644
FIXING THE EMPLOYER CONTRIBUTION AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT

WHEREAS, (1) County of Mariposa is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act"); and

WHEREAS, (2) Government Code Section 22892(a) provides that a contracting agency subject to the Act shall fix the amount of the employer contribution by resolution; and

WHEREAS, (3) Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; and

RESOLVED, (a) That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of:

Medical Group	Monthly Employer Contribution
001 ELECTED & APPT OFFICIALS	No Change
002 MANAGEMENT & CONFIDENTIAL	No Change
003 GENERAL EMPLOYEES (SEIU)	No Change
004 SHERIFFS DEPUTIES & JAIL	No Change
005 SHERIFFS MANAGEMENT	No Change
006 COURT EMPLOYEES	$500.00
007 COURT MANAGEMENT	No Change
101 ELECTED & APPT OFFICIALS (Retired prior to 01/01/2013)	No Change
102 MANAGEMENT & CONFIDENTIAL (Retired prior to 01/01/2013)	No Change
103 GENERAL EMPLOYEES (SEIU) (Retired prior to 01/01/2013)	No Change
104 SHERIFFS DEPUTIES & JAIL (Retired prior to 01/01/2013)	No Change
105 SHERIFFS MANAGEMENT (Retired prior to 01/01/2013)	No Change
106 COURT EMPLOYEES (Retired prior to 01/01/2013)	$500.00
017 COURT MANAGEMENT (Retired prior to 01/01/2013)	No Change

Plus administrative fees and Contingency Reserve Fund assessments; and be it further

RESOLVED, (b) County of Mariposa has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further

RESOLVED, (c) That the participation of the employees and annuitants of County of Mariposa shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that County of Mariposa would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may

Attachment: Board Resolution 2016-644 (RES-2021-45 : Resolution Establishing Current Retiree Health Insurance Contributions)

be obligated, and reserves the right to terminate the health coverage of all participants of the employer.

RESOLVED, (d) That the executive body appoint and direct, and it does hereby appoint and direct, John Carrier, Chair of the Mariposa County Board of Supervisors to file with the Board a verified copy of this resolution, and to perform on behalf of County of Mariposa all functions required of it under the Act.

Adopted at a regular meeting of the County of Mariposa Board of Supervisors at Mariposa County Board Chambers, this 13th day of December, 2016.

Signed: _____
John Carrier, Chair
Board of Supervisors

Attest: _____
René LaRoche, Clerk of the Board

Approve as to Form: _____
Steven W. Dahlem, County Counsel

CHANGE – ALL BY GROUP, EQUAL, 1 FIXED (REV. 5/2015)

Attachment: Board Resolution 2016-644 (RES-2021-45 : Resolution Establishing Current Retiree Health Insurance Contributions)

Attachment: New CalPERS Health Benefit Resolution (RES-2021-45 : Resolution Establishing Current Retiree Health Insurance Contributions)

RESOLUTION NO. 21-
FIXING THE EMPLOYER CONTRIBUTION
UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT
AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS

WHEREAS, (1) County of Mariposa is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act"); and

WHEREAS, (2) Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and

WHEREAS, (3) Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; now, therefore be it

RESOLVED, (a) That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of:

Medical Group	Monthly Employer Health Contribution
001 ELECTED & APPT OFFICIALS	No Change
002 MANAGEMENT & CONFIDENTIAL	No Change
003 GENERAL EMPLOYEES (SEIU)	No Change
004 SHERIFFS DEPUTIES & JAIL	No Change
005 SHERIFFS MANAGEMENT	No Change
006 COURT EMPLOYEES	$525.00
007 COURT MANAGEMENT	No Change
101 ELECTED & APPT OFFICIALS (Retired prior to 01/01/2013)	No Change
102 MANAGEMENT & CONFIDENTIAL (Retired prior to 01/01/2013)	No Change
103 GENERAL EMPLOYEES (SEIU) (Retired prior to 01/01/2013)	No Change
104 SHERIFFS DEPUTIES & JAIL (Retired prior to 01/01/2013)	No Change
105 SHERIFFS MANAGEMENT (Retired prior to 01/01/2013)	No Change
106 COURT EMPLOYEES (Retired prior to 01/01/2013)	$525.00
107 COURT MANAGEMENT (Retired prior to 01/01/2013)	No Change

plus administrative fees and Contingency Reserve Fund assessments; and be it further

RESOLVED, (b) County of Mariposa has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further

RESOLVED, (c) That the participation of the employees and annuitants of County of Mariposa shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that County of Mariposa would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further

RESOLVED, (d) That the executive body appoint and direct, and it does hereby appoint and direct, Marshall Long, Chair of the Mariposa County Board of Supervisors, to file with the Board a verified copy of this resolution, and to perform on behalf of County of Mariposa all functions required of it under the Act; and be it further

RESOLVED, (e) That coverage under the Act be effective on March 1, 2021.

Adopted at a regular meeting of the County of Mariposa Board of Supervisors at Mariposa County Board Chambers, this 26th day of January, 2021.

Signed: _____
Marshall Long, Chair Board of Supervisors

Attest: _____
Rene LaRoche, Clerk of the Board

Approved
as to Form: _____
Steven W. Dahlem, County Counsel

Attachment: New CalPERS Health Benefit Resolution (RES-2021-45 : Resolution Establishing Current Retiree Health Insurance Contributions)

Attachment: New CalPERS Health Benefit Resolution - Word Format (RES-2021-45 : Resolution Establishing Current Retiree Health Insurance

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FIXING THE EMPLOYER CONTRIBUTION
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WHEREAS, (3) Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; now, therefore be it

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RESOLVED, (b) County of Mariposa has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further

RESOLVED, (c) That the participation of the employees and annuitants of County of Mariposa shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that County of Mariposa would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further

RESOLVED, (d) That the executive body appoint and direct, and it does hereby appoint and direct, Marshall Long, Chair of the Mariposa County Board of Supervisors, to file with the Board a verified copy of this resolution, and to perform on behalf of County of Mariposa all functions required of it under the Act; and be it further

RESOLVED, (e) That coverage under the Act be effective on March 1, 2021.

Adopted at a regular meeting of the County of Mariposa Board of Supervisors at Mariposa County Board Chambers, this 26th day of January, 2021.

Signed: _____
Marshall Long, Chair Board of Supervisors

Attest: _____
Rene LaRoche, Clerk of the Board

Approved
as to Form: _____
Steven W. Dahlem, County Counsel

Attachment: New CalPERS Health Benefit Resolution - Word Format (RES-2021-45 : Resolution Establishing Current Retiree Health Insurance

2020 SUCCESSOR MOU NEGOTIATIONS
by and between
Mariposa County Superior Court
and
Service Employees International Union, Local 521

Total Tentative Agreement

Date: December 1, 2020

---

*(**Note**: The Court's proposed deletions are in ~~strikethrough~~ font; the Court's proposed changed text are highlighted; the Court's proposed additions are in* red underlined *font. It is intended that any paragraphs or subparagraphs of the Article not specifically addressed in the below proposal are to remain as they are in the current MOU, subject to changes contained in other proposals.)*

All outstanding proposals on which the parties have not reached a Tentative Agreement not referenced below shall be considered rejected for the purposes of this package proposal.

Section 6.1 - Salaries

An employee shall be paid a salary within the monthly range, or rate or equivalent hourly rate, established for the class of position to which the employee has been appointed. The wage scale and job classifications ~~as~~ that will be set forth in Appendix "A" ~~attached hereto~~ shall apply to all employees covered by this Memorandum of Understanding and shall be made a part thereof.

6.1.2 – General Wage Adjustment.

6.1.2.1 - The Court will apply a five ~~two~~ percent (5 ~~2~~.0%) negotiated salary increase (NSI) starting December 1, 2020 for all bargaining unit positions.

~~Beginning on November 1, 2019, the Court will apply a one percent (1.0%) negotiated salary increase (NSI) to all bargaining unit positions~~

Attachment: Mariposa Court SEIU MOU Tentative Agreement (RES-2021-45 : Resolution Establishing Current Retiree Health Insurance

6.1.2.2 –Towards the end of the 2020-2021 fiscal year and 2021-2022 fiscal year, the Court Executive Officer shall have the sole discretion to determine if, and in what amount, a one-time, non-base-building lump sum payment will be provided to all bargaining unit employees. If the Court Executive Officer determines that a one-time non-base-building lump sum payment will be provided to all bargaining unit employees, the Court and the Union will meet and confer regarding how that predetermined amount will be distributed to all bargaining unit employees.

The Court Executive Officer's action pursuant to this section shall not be subject to the Grievance Procedure.

Section 6.4 - Benefits

6.4.1 - Insurance. The Court's monthly contribution level for various insurance shall be as follows:

	2020 ~~**2019**~~
Health:	$525.00 ~~$500.00~~
Dental	$46.10 ~~$47.80~~*
Vision	$8.60 ~~$9.70~~*
Life	$2.05 ~~$1.84~~ (single)/$2.55 ~~$2.17~~ (double)**
SDI	100%
Option	$425.00***

Employees may apply the balance of the Court's Health Insurance monthly contribution that exceeds the employee's actual premium cost to deferred compensation. It is the responsibility of the employee to notify the Auditor's office how to distribute these funds.

ARTICLE 8.3.1 – ANNUAL LEAVE

Employees shall be entitled to vacation annually with pay. Employees shall earn vacation at the following rates:

At start of employment.....	10 days ~~2 weeks~~ (6.67 hours/month)
Effective on the employee's third (3rd) anniversary.....	15 days ~~3 weeks~~ (10.00 hours/month)
Effective on the employee's fifth (5th) anniversary.....	18 days (12 hours/ month)

Attachment: Mariposa Court SEIU MOU Tentative Agreement (RES-2021-45 : Resolution Establishing Current Retiree Health Insurance

Effective on the employee's tenth (10^{th}) anniversary..... 23 days ~~4 weeks~~ (~~13.33~~ 15.33 hours/month)

Employees shall be entitled to take only that vacation time which has been earned.

An employee who becomes ill or injured during his/her vacation leave will not be charged vacation leave for the period of illness or injury, provided satisfactory proof in the form of a physician's statement is received by the Court Executive Officer within three (3) days of occurrence.

ARTICLE 20 - DURATION

This Memorandum of Understanding (MOU) shall become effective on December 1, 2020 ~~November 1, 2018~~, or upon ratification (if ratification takes place after November 30, 2020) ~~October 31, 2018~~ and shall continue in full force and effect through November 30, 2022. ~~October 31, 2020~~.

For Articles that must be updated through the Court's Payroll Processor (6.1.2, 6.4, and 8.3.1), the new terms will only take effect in the current month if the Court is notified of the ratification of this agreement before 5:00 p.m., on the 8^{th} of that month. For example, if ratification takes place after December 8, 2020 the new terms would apply to the pay period that begins on January 1, 2021. If ratification takes place after January 8, 2021 the new terms would apply to the pay period that begins on February 1, 2021.

This Memorandum of Understanding concludes meeting and negotiating on any subject between the parties, whether included in this Memorandum of Understanding or not, for the term of this Memorandum of Understanding, except as per Article 18.4.

ARTICLE 21 – LABOR/MANAGEMENT COMMITTEE (LMC)

Within a reasonable time period, but no more than 60 calendar days from the date of ratification of this agreement, the Court and Union will establish an Employee-Court Labor Management Committee (LMC) consisting of two (2) employee members designated by the Union and two representatives designated by the CEO. The Union's Internal Worksite Organizer may also attend these meetings. Subject to management approval taking into consideration operational needs, the parties may by mutual agreement invite other employees, not to exceed three (3) additional employees, who have specific knowledge of issues discussed by the LMC to present information or participate in the LMC's discussions.

The LMC will meet three times per year, unless otherwise mutually agreed. An agenda packet will be made available one week prior to any meeting specifying any issues that will be

Attachment: Mariposa Court SEIU MOU Tentative Agreement (RES-2021-45 : Resolution Establishing Current Retiree Health Insurance

addressed. Failure to include a matter on the agenda exchanged one week prior to the meeting will result in the matter not being addressed at said meeting, unless the parties mutually agree to amend the agenda.

The purpose of the LMC is to identify processes that will lead to improved service, delivery, efficiency, staff training needs, and to assist in avoiding court-staff disputes that might result in grievances or unfair practice charges. It is recognized that the LMC is not an appropriate forum to address individual personnel matters, nor to address matters subject to meet and confer obligations or the grievance procedure. Participation in the LMC will in no way erode Court management rights.

Tentatively agreed on (date): December 1, 2020

KSmith

Kevin Smith, SEIU Local 521

Scott L. Gardner

Scott Gardner, Chief Spokesperson

On behalf of the Superior Court of California, County of Mariposa

Attachment: Mariposa Court SEIU MOU Tentative Agreement (RES-2021-45 : Resolution Establishing Current Retiree Health Insurance

SERVICE EMPLOYEES INTERNATIONAL UNION CTW-CLC LOCAL 521

MEMORANDUMOF UNDERSTANDING

December 7, 2020 through November 30, 2022

MARIPOSA COUNTY SUPERIOR COURT

Attachment: Mariposa Court MOU 2020-2022 (RES-2021-45 : Resolution Establishing Current Retiree Health Insurance Contributions)

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PREAMBLE

The parties to this Memorandum of Understanding are the Mariposa County Superior Court ("Court") and Service Employees International Union Local 521/CTW, CLC ("Union").

ARTICLE 1 - RECOGNITION

The Court recognizes the Union as the Recognized Employee Organization, as defined in the Court Employer Employee Relations Rules for all regular full-time and permanent part-time employees occupying classes listed in the attached Appendix "A," but excluding confidential employees.

ARTICLE 2 - DEFINITIONS

Section 2.1 - Recognized Employee Organization

"Recognized Employee Organization" means a registered employee organization which has the exclusive right to represent the employees in a representation unit pursuant to a vote of the employees in that unit.

Section 2.2 - Employee

"Employee" means any person employed by the Court, excepting those persons elected by popular vote, appointed to fill the unexpired term of an elected office, or appointed to office by the governor of the State of California.

Section 2.3 - Management Employee

"Management Employee" means an employee having significant responsibilities in formulating and/or administering Court policy. This shall include those that act on behalf of a manager in his/her absence. Management employees are designated by the Court without a meet and confer or meet and consult process.

Section 2.4 - Confidential Employee

"Confidential Employee" means any employee who, in the regular course of his/her duties, has access to, or possesses information related to, his/her employer's employer-employee relations. Confidential positions shall be designated by the Court following a meet and consult (only) process with employee organizations.

Attachment: Mariposa Court MOU 2020-2022 (RES-2021-45 : Resolution Establishing Current Retiree Health Insurance Contributions)

Section 2.5 - Permanent Full-Time and Part-Time Employees

"Regular Full-Time Employees" means all permanent and probationary salaried employees, working a full work schedule, excluding extra help employees. "Permanent Part-Time Employees" are employees working in classifications listed in Appendix "A" on less than a full time basis. Permanent part-time employees work 50%, 60%, 70% and 80% of a full-time equivalent. Permanent part-time employees employed with the Court by or before December 31, 2007 will accrue benefits, excluding medical, and seniority on a pro-rated basis according to the number of hours worked; permanent part time employees employed with the Court by or before December 31, 2007, will receive 100% of the monthly Court contribution for employee medical. Permanent part time employees employed with the Court on or after January 1, 2008 will accrue benefits, including medical, and seniority on a pro-rated basis according to the number of hours worked.

Section 2.6 - Extra Help Employee

"Extra Help Employee" means any employee who is not a regular full-time or permanent part-time employee and is paid on an hourly basis.

Section 2.7 - Anniversary Date

"Anniversary Date" means an employee's original date of hire into a permanent classification covered by this Memorandum of Understanding. For all purposes except step raises and evaluations subsequent to a demotion or promotion, an employee's anniversary date shall not be changed unless seniority stops accruing or is broken, as is specified in Article 12, Seniority & Layoff, Section 12.7, Seniority Accrual. An employee's anniversary date in a classification may be changed upon promotion or demotion, for purposes of evaluation and granting of step increases only, as specified in Article 6, Compensation, Section 6.2.3, Promotion, and Section 6.2.4, Demotion.

Section 2.8 – Court Executive Officer

"Court Executive Officer" means the individual holding the position of Court Executive Officer, and in the absence of the person holding the position or in the event there is no longer a Court Executive Officer position, shall mean the person designated by the Presiding Judge.

ARTICLE 3 - NON-DISCRIMINATION

Neither the Court nor the Union shall discriminate against an employee covered by this Memorandum of Understanding in violation of a relevant federal, state or local statute.

Attachment: Mariposa Court MOU 2020-2022 (RES-2021-45 : Resolution Establishing Current Retiree Health Insurance Contributions)

ARTICLE 4 - MANAGEMENT RIGHTS

Section 4.1

The Union agrees that the Court has complete authority for the policies and administration of all Court departments which it shall exercise under the provisions of law and in fulfilling its responsibilities under this Memorandum of Understanding.

Section 4.2

Any matter involving the management of governmental operations vested by law in the Court and not covered by this Memorandum of Understanding is in the province of the Court.

Section 4.3

The Mariposa County Superior Court Presiding Judge, hereinafter referred to as "Presiding Judge", on his or her own behalf and on behalf of the Court, hereby retains and reserves unto the Court all rights, power, authority, duty and responsibility confirmed on and vested in it by the laws and Constitution of the State of California.

Section 4.4

The exercise of any such right, power, authority, duty, or responsibility by the Court and the adoption of such rules, regulations, and policies as it may deem necessary and as they apply to employees represented by the Union shall be limited only by the specific and express terms of this Memorandum of Understanding.

Section 4.5

The management of the Court and the direction of the work force of the Court is vested exclusively in the Court subject to the terms of this Memorandum of Understanding. The existing rights of the Court include but are not limited to the following:

4.5.1 - Direct the work of its employees;

4.5.2 - Hire, promote, demote, transfer, assign, and retain employees in positions within the Court, subject to this Memorandum of Understanding;

4.5.3 - Discipline employees in accordance with this Memorandum of Understanding;

4.5.4 - Maintain the efficiency of governmental operation;

4.5.5 - Relieve employees from duties because of lack of work subject to this Memorandum of Understanding;

4.5.6 - Take actions as may be necessary to carry out the Court services in emergencies;

Attachment: Mariposa Court MOU 2020-2022 (RES-2021-45 : Resolution Establishing Current Retiree Health Insurance Contributions)

4.5.7 - Determine the methods, means and personnel by which operations are to be carried out; and

4.5.8 – Implement employee layoffs and/or furloughs. In the event layoffs or furloughs are implemented, the Court will meet and confer regarding the impacts of such layoffs or furloughs on the bargaining unit's terms and conditions of employment.

ARTICLE 5 - UNION RIGHTS

Section 5.1 – Union Representatives and Release Time

5.1.1 - Notification of Union Representatives. The Union shall notify the Court of the names of its representatives within 10 days of their selection. Alternate representatives may be designated to serve in the absence of the representative. Union representatives shall contact the appropriate Court manager when carrying out their duties.

5.1.2 - Grievance Processing. An employee, when a grievant, and one union representative (representative) shall be released from duty for the purpose of presenting the grievance at all formal steps of the grievance procedure.

The Union agrees that preparation of the grievance and conferencing on the subject of the grievance by the respective employee and the union representative shall be done at times other than during working hours, unless expressly authorized by the Court Executive Officer.

5.1.3 - Negotiating Committee

5.1.3.1 - Release Time. The Court shall provide reasonable release time for the union negotiating committee. Reasonable release is defined as up to two hours immediately preceding scheduled negotiations to prepare for negotiations with the Court. Release time shall be granted for no more than two (2) representatives, including alternates.

5.1.3.2 - Compensatory Time. Those negotiators who are on their own time during the meetings will not be entitled to compensatory time.

5.1.3.3 - Resource People. Resource people for the unit negotiations shall be allowed on their own time, leave without pay, vacation, or compensatory time off, to attend scheduled negotiation meetings. Employees shall provide reasonable notice to their supervisor, and request the time off in advance. The release time is subject to the Court's operational needs.

Attachment: Mariposa Court MOU 2020-2022 (RES-2021-45 : Resolution Establishing Current Retiree Health Insurance Contributions)

Section 5.2 - Bulletin Boards, Use of Facilities

5.2.1 - Bulletin Boards. The Union shall be provided reasonable use of existing bulletin board space in the Court at a location agreed upon by the Union and the Court Executive Officer, under the following conditions:

1) Material shall be posted on space as designated;

2) Posted material shall bear the identity of the organization;

3) Posted material shall not be misleading, contain any deliberate misstatements or violate any federal, state or county laws;

4) Posted material shall not be of a partisan political nature;

5) Material shall be neatly displayed and shall be removed when no longer timely; and,

6) The Court Executive Officer may remove postings that do not comply with the requirements of this section. The union representative shall be notified prior to posting being removed.

5.2.2 - Visitation and Distribution. The Union may have an authorized representative contact members of the Union in Court facilities and leave literature and material for distribution, provided he/she has first made arrangements with the Court Executive Officer to provide for a time which does not disrupt Court business.

5.2.3 - Facilities. Court facilities shall be made available to the Union, subject to the Court's operational needs, for meeting purposes only provided that appropriate advance arrangements are made. A charge at the prevailing Court rates may be made to offset the cost of such use.

NOTE: This is now covered by the Court's proposal under Section 5.4.2.

5.2.5 - Notification of Union Coverage. The Court shall present new employees who are covered by this Memorandum of Understanding with a copy of this Memorandum of Understanding at the time of hire.

5.2.6 - Printing of Memorandum of Understanding. The parties agree to share equally the cost of printing bound copies of this Memorandum of Understanding.

Section 5.3 - Union Security

5.3.1 - The Union agrees that it has a duty to provide fair and nondiscriminatory representation to all employees in the units for which this Agreement is applicable regardless of whether they are members of the Union.

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5.3.2 - Employee Payroll Deductions: The Court will comply with Senate Bill 866 (2018), and the Government Code sections referenced thereunder, as amended. This law requires that the Court, through its payroll processor, deduct from the pay of each employee in a position subject to this MOU, Union dues and voluntary contributions to the Union's Committee On Political Education (COPE) authorized by the employee.

5.3.3 – Union List: The Union, via a representative of the Union who has the authority to bind the Union, shall provide the Court a monthly list, in an electronic malleable format, of all employees who have authorized dues deductions. The list shall contain the employee's name and the date of authorization for dues deduction. The list shall be e-mailed to the Court Executive Officer. The Court shall rely on the Union's explanations in this certified list regarding whether authorization/revocation/change in deductions has been requested by the employee. Consistent with payroll practice, the Union must provide the list by no later than the fifteenth day of each month (earlier, if the last workday is prior to the fifteenth).

5.3.4 – Court List: The Court, via its payroll processor, shall provide on a monthly basis a list of all employees and the amount of dues and voluntary contributions, so deducted. The provisions of this Agreement shall not apply during periods that an employee is separated from the representation unit but shall be reinstated upon the return of the employee to the representation unit. The term "separation" includes transfer out of the unit, layoff, and unpaid leave of absence with a duration of more than thirty (30) days.

5.3.5 – Employee Questions: Questions regarding starting or changing deductions covered in this section shall be directed to a Union representative.

5.3.6 – Possession of Payroll Deduction Authorization Forms: An employee in or hired into a job classification represented by the Union shall authorize deductions either electronically, through voice authorization or paper form. If the Union provides the Court a written certification that it has and will maintain individual employee authorizations for the deductions transmitted by the Union to the Court per section 5.3.3, it shall not provide a copy of the individual authorization. However, if a dispute arises regarding the employee's authorization for the deductions listed in this section, the Court may request a copy of the employee's authorization.

5.3.7 – Change in Dues Authorization: The Court, through its payroll processor, will process requests from the Union to start, change, or cancel a deduction (dues and voluntary contributions to COPE) pursuant to this Article within one (1) pay period of receipt of the list requesting to do so. In order for the Court's payroll processor to timely comply, the Union must provide a timely list consistent with section 5.3.3 above. The Court will not process any requests to revoke or change authorizations that may come to it directly from a Court employee. The Court, via its payroll processor, shall transmit such payments to the Union via check or electronic funds transfer no later than thirty (30) days after the deduction from the employee's earnings occur.

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5.3.8- Forfeiture Of Deductions: If the balance of an employee's wages, after all other involuntary and insurance premium deductions are made in any one pay period, is not sufficient to pay deductions required by this Agreement, no such deduction shall be made for that period.

5.3.9 - Hold Harmless: The authorization for payroll deductions described in this Agreement shall specifically require the employee to agree to hold the Court harmless from all claims, demands, suits or other forms of liability that may arise against the Court for or on account of any deduction made from the wages of such employee.

The Union shall defend, indemnify and save the Court harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that shall arise out of or by reason of, action taken or not taken by the Court under this Agreement. This includes not only the Court's reasonable attorney fees and costs but the reasonable cost of management preparation time as well. The Court shall notify the Union of such costs on a case-by-case basis.

The indemnification and hold harmless language of this section shall apply additionally to the County or other designated payroll processor in any action in which the Court's payroll processor is named in its capacity as the party responsible for administering the payroll for the Court.

In no event shall the Court be required to pay from its own funds Union dues or other deductions that the employee was obligated to pay to the Union, but failed to pay, regardless of the reasons.

5.3.10 - Dispute Resolution: In the event there is a dispute over the interpretation or administration of these procedures, the Union and the Court agree to submit the dispute to a neutral hearing officer selected from a list provided by the State Mediation and Conciliation Service. The Hearing Officer shall hold an informal hearing during which the dispute will be heard. Thereafter, the Hearing Officer shall issue a decision which shall be final and binding. The Union and Court agree that review of the Hearing Officers' decision shall be as provided for final arbitration awards pursuant to CCP section 1280, et seq.

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Section 5.4 – New Employee Orientation (NEO) and Information

5.4.1 – The NEO Meeting: The Court agrees that each employee, in a classification within the bargaining unit for which the Union is recognized as the exclusively recognized employee organization, shall participate in an in-person orientation meeting, without loss of compensation. The meeting will be held at the Court and during regular working hours.

The Court will notify the Union and the Chapter President (or designee), by e-mail, of the date, time, and location of the new employee orientation. In compliance with Gov. Code sec. 3556, as amended, the Court will notify the Union at least ten (10) days prior to the orientation date, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the Court's operations that was not reasonably foreseeable. At least two (2) business days in advance of the orientation, the Court will send by email a list of the new hires expected to attend the orientation, including employee names and job titles.

After the Court concludes its presentation, the Union will have up to thirty (30) minutes to conduct its own presentation. The Court's representatives shall be absent from the room during the Union's presentation to newly hired employees. The Union agrees to give the Court copies of the materials to be used in this session, which shall include but are not limited to, this MOU, a Union membership application, and a list of shop stewards.

If a represented employee misses the presentation made by the Union, the employee is required to attend a make-up session, of up to thirty (30) minutes, during regular work hours, onsite, and without loss of compensation. The make-up session shall be arranged and conducted by the Union.

The Court shall grant the Union's designated representative release time, including reasonable time for travel and set up, without loss in compensation, to conduct the orientation. The Union Representative conducting the orientation shall notify his/her supervisor three (3) business days in advance that he/she will be participating in the Union Orientation Presentation.

The Court will comply with Gov. Code sec. 3556, as amended. This code section requires that the Court will not disclose the date/time/place of the new employee orientation to anyone other than employees, the exclusive bargaining representative, and any vendors who are contracted to provide a service at the new employee orientation.

The Court shall not discourage an employee's participation in the Union's portion of the orientation.

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The Court will comply with Gov. Code sec. 3550, as amended. This code section requires that the Court shall not deter or discourage employees or applicants from becoming or remaining members of the Union, or from authorizing the Union to represent them or from authorizing membership status/dues deduction.

5.4.2 – New Employee Information: For all new employees within the represented bargaining unit, the Employer will comply with Gov. Code sec. 3558, as amended. To comply with this code section, the Court will provide the Union a digital file via email (to the email address designated by the Union) containing the below-referenced required information (to the extent provided by the employee):

- Name.
- Job title.
- Department.
- Work location.
- Work, home and personal cellular telephone numbers.
- Personal email addresses on file with the Employer.
- Home address.

The Court will provide such information within thirty (30) days of the date of hire.

In accordance with Gov. Code sec. 3558, as amended, the Court will provide the Union three times a year (every one-hundred twenty (120) days), that same information for all bargaining unit employees.

Notwithstanding the foregoing, limited to the express purpose of the requirements of Gov. Code section 3558 only, an employee may opt out via written request to the Court (copy to the Union) to direct the Court to withhold disclosure of the employee's home address; home telephone number; personal cellular telephone number; and personal email address.

Section 5.5 – Union Representative Leave of Absence

5.5.1 – Obligation to Provide Reasonable Leave

The Court will comply with Gov. Code sec. 3550, as amended. This code section requires that the Court grant to an employee within the represented bargaining unit, pursuant to the Union's request made at least twenty (20) Court days prior to the requested leave, reasonable leaves of absence without loss of compensation or other benefits. The purpose of this leave is to enable employees to serve as stewards or officers of the exclusive representative, or of any statewide or national employee organization with which the exclusive representative is affiliated.

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5.5.2 – Compensation During Leave

Compensation during the leave shall include retirement fund contributions, and the employee shall earn full service credit during the leave of absence and shall pay his or her member contributions for retirement. The leave shall include, but is not limited to, full time, part time, or periodic absence for purposes of fulfillment of the duties of an officer or steward.

At the conclusion of the leave, the officer or Steward shall have a right to reinstatement to the same position and work location they held prior to such leave without loss of seniority.

Following the completion of the leave of absence the Court shall provide the Union with certification of payment of compensation to the employee. The Union shall reimburse the Court for this compensation no later than thirty (30) days from the Union's receipt of the certification of payment.

5.5.3 – Miscellaneous

The leave of absence without loss of compensation or other benefits provided for by this section is in addition to any release time currently granted to representatives of the Union under the law or this MOU.

The Union has no obligation to use leave under this section for an employee and may terminate that leave any time and for any reason.

5.5.4 – Liability During Leave

The Court shall not be liable for any act, or omission of, or injury suffered by any employee of the Court if that act, omission, or injury occurs during the course and scope of the employee's leave under this section to work for the Union. To the extent that the Court nonetheless becomes liable for any such act, omission or injury, the Union shall indemnify and hold harmless the Court.

ARTICLE 6 - COMPENSATION

Section 6.1 - Salaries

An employee shall be paid a salary within the monthly range, or rate or equivalent hourly rate, established for the class of position to which the employee has been appointed. The wage scale and job classifications as set forth in Appendix "A" attached hereto shall apply to all employees covered by this Memorandum of Understanding and shall be made a part thereof.

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6.1.1 – Market Equity Adjustments:

Beginning on November 1, 2018, the Court will apply a:

(a) three percent (3.0%) market equity adjustment to the Court Clerk I classification.
(b) three percent (3.0%) market equity adjustment to the Court Clerk II classification.
(c) three percent (3.0%) market equity adjustment to the Court Clerk III classification.

Effective July 1, 2019, the Court will apply a:

(a) two percent (2.0%) market equity adjustment to the Court Clerk I classification.
(b) two percent (2.0%) market equity adjustment to the Court Clerk II. classification.
(c) two percent (2.0%) market equity adjustment to the Court Clerk III classification.

6.1.2 – General Wage Adjustment:

6.1.2.1 - The Court will apply a five percent (5.0%) negotiated salary increase (NSI) starting December 1, 2020 for all bargaining unit positions.

6.1.2.2 – Towards the end of the 2020-2021 fiscal year and 2021-2022 fiscal year, the Court Executive Officer shall have the sole discretion to determine if, and in what amount, a one-time, non-base-building lump sum payment will be provided to all bargaining unit employees. If the Court Executive Officer determines that a one-time non-base-building lump sum payment will be provided to all bargaining unit employees, the Court and the Union will meet and confer regarding how that predetermined amount will be distributed to all bargaining unit employees.

The Court Executive Officer's action pursuant to this section shall not be subject to the Grievance Procedure.

Section 6.2 - Pay Practices

6.2.1 - Schedule of Payments. Employees shall be paid on the last working day of each calendar month.

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6.2.2 - Merit Advancement Within Range. An employee may be advanced after one year's service in a specific classification, and each year thereafter he/she serves in that specific classification, to the next higher step of the salary range approved for the class of position the employee fills if the employee has earned such advancement according to Section 7.3, Evaluations.

6.2.3 - Promotion. When an employee is promoted, i.e., reassigned to a position in a new class with a higher maximum salary than the previous class, the employee's salary shall be adjusted to the existing step of the new range which shall be at least five percent (5%) higher than the employee's existing salary or the top step of the new range if 5% increase cannot be achieved. An employee who is promoted shall have a new anniversary date as of the date of such promotion, for purposes of evaluation and step raise only.

6.2.4 - Demotion. When an employee is demoted to a position in a class with a lower maximum salary range than the previous class, the employee's salary shall be adjusted to the highest possible salary on the lower range for which the employee is eligible in terms of years of service, but which in no case exceeds or is equal to his/her existing salary. An employee who is demoted shall have a new anniversary date as of the date of such demotion, for purposes of evaluation and step raise only.

6.2.5 - Transfer. An employee transferred to a position in a class with the same range number shall receive the same salary the employee would be otherwise entitled to on the date the transfer is effective.

6.2.6 - Position and Reclassification. The salary of the incumbent of a position which is reclassified shall be determined as follows:

6.2.6.1 - If the position is reclassified to a class with the same salary range, the salary of the employee shall not change.

6.2.6.2 - If the position is reclassified to a class with a higher salary range, the salary of the affected employee shall not be reduced from his or her current salary.

6.2.6.3 - If the position is reclassified to a class with a lower salary, the salary of the employee shall not change. In cases where the salary of the employee is greater than the maximum of the new range, said employee shall be Y-rated at their current salary.

6.2.7 - Pay upon Termination. An employee who terminates his/her employment with the Court shall receive all his/her outstanding pay within forty-eight (48) hours of his/her termination date.

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Section 6.3 - Differentials/Allowances

6.3.1 - Educational Incentive Program. Employees shall be eligible for tuition reimbursement, to include books, lab fees, related course material and parking permits, up to a maximum of $200 per semester provided they have received prior approval by the Court Executive Officer and successfully completed the requirements of the approved class. Employees shall be eligible for reimbursement provided the classes meet the objective defined in Section 8.3.6.

Section 6.4 - Benefits

6.4.1 - Insurance. The Court's monthly contribution level for various insurance shall be as follows:

	2020
Health:	$525.00
Dental	$46.10*
Vision	$8.60*
Life	$2.05 (single)/$2.55 (double)**
SDI	100%
Option	$425.00***

Employees may apply the balance of the Court's Health Insurance monthly contribution that exceeds the employee's actual premium cost to deferred compensation. It is the responsibility of the employee to notify the Auditor's office how to distribute these funds.

* The Court will cover 100% of premium increases for employee only dental and vision. The Court agrees to cover 100% of the premium increases for dental and vision through the term of this MOU up to a combined amount not to exceed $15.00 per employee. If the monthly dental and vision premiums decrease below the amounts specified above, the Court is only responsible to contribute the actual monthly premium amounts.

** Life insurance will not be effective until employee is employed for the time required by the County administered Life Insurance Program.

*** Effective 11/01/16, employees are given the sum of $425.00 which they can apply to supplement health, dental and vision premiums and/or apply to deferred compensation or take in cash at their option. It is the responsibility of the employee to notify the Auditor's office how to distribute these funds.

6.4.2 - Maintenance of Benefits. The Court reserves the right to terminate or change any and all benefit programs as stated in Section 6.4.1, Insurance, provided that it replaces such plans with equivalent benefits. The Court shall meet and confer with the Union prior to any changes.

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6.4.3 - Benefits Available During Leaves. During any leave under Section 8.3, Leaves, with the exception of the Federal Family and Medical Leave Act and/or the California Family Rights Act, an employee may carry through certain benefits while not on Court payroll, as follows:

6.4.3.1 - Life, Dental, and Vision. May be carried for 90 days while on leave. Employee must pay the total premium, including the Court's portion. The County Auditor must be notified and checks must be made payable to the Court.

6.4.3.2 - Health. May be carried while on leave. With the exception of Family Medical Leave as set forth in Court policy, the employee must pay total premium including the Court's portion. A form must be signed by the County Auditor's Office and checks must be mailed to the carrier.

6.4.3.3 - State Disability Insurance. Any employee who suffers a disability should obtain disability insurance information from the Auditor's Office.

6.4.4 - Retirement. The Court shall provide to covered employees retirement benefits under PERS known as the 2.7% at 55 retirement option based on the highest single year of annual income qualifying under the PERS contract. Employees hired on or after November 1, 2011, and before January 1, 2013, shall be provided retirement benefits under the 2%@55 retirement option based on the three year final compensation method of determining income qualifying under the PERS contract. Employees hired after January 1, 2013, shall be provided 2%@62 retirement option pursuant to the California Public Employees' Pension Reform Act (PEPRA).

Effective June 1, 2015, employees shall assume and pay four percent (4%) of each employee's standard contribution to PERS and the Court shall assume and pay four percent (4%) of each employee's standard contribution to PERS. Effective February 1, 2016, employees shall assume the remaining amount of each employee's standard contribution to PERS and the Court shall not pay any portion of the employee's standard contribution to PERS.

Two tier retirement health benefit vesting requirement, with new-hires effective February 1, 2007, vesting is as follows, as specified by PERS: At (age 50 and) 10 years of continuous employment with the Mariposa County Superior Court, 50% of the Court contribution; at 15 years of continuous employment with the Mariposa County Superior Court, 75%; at 20 years of continuous employment with the Mariposa County Superior Court, 100%. Per PERS' specifications, the Court's contribution must be the same as the State's contribution. Employees hired before February 1, 2007, who retire at age 50 with five years of continuous employment with the Mariposa County Superior Court will continue to get the Court contribution as provided in current Court policy.

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6.4.5 - Longevity Pay. Longevity pay shall be granted to all regular Court employees covered by this Memorandum of Understanding.

6.4.5.1 - For ten (10) years of continuous service, a two percent (2.0%) pay increase to be effective on the tenth anniversary date of the employee.

6.4.5.2 - For fifteen (15) years of continuous service, a two percent (2.0%) pay increase to be effective on the fifteenth anniversary date for the employee.

6.4.5.3 – For twenty (20) years of continuous service, a two percent (2.0%) pay increase to be effective on the twentieth anniversary date for the employee.

Longevity pay shall be granted despite any pending step increases or range changes.

If, at the time of contract ratification, an employee on the current Court payroll has achieved any of the above milestones, the employee's pay will be adjusted accordingly. Said adjustment will be made beginning the first full pay period that begins on November 1, 2018.

6.4.6 - Workers' Compensation/State Disability

6.4.6.1 - Eligibility. Every employee shall be entitled to industrial injury leave when he/she is unable to perform services because of any injury as defined in the Workers' Compensation Act, or non-industrial injury leave when he/she is unable to perform services because of an injury sustained off the job.

6.4.6.2 - Compensation. An employee who is disabled as a result of an injury shall be placed on leave, using as much of his/her accumulated compensatory time off, his/her accrued sick leave, and his/her vacation time as when added to any disability indemnity payable under the Workers' Compensation Act or the State Disability Insurance Program will result in a payment to him/her of not more than his/her full salary.

6.4.6.3 - Usage. Leave time so utilized shall be prorated in relation to the difference between the disability indemnity pay and the employee's full salary and shall be charged to the employee from the employee's available sick leave, vacation, or comp time, at the employee's option.

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ARTICLE 7 - STATUS OF EMPLOYEES

Section 7.1 - Status of New Employees

A new employee shall be on probation during the first twelve (12) months of employment with the Court. During this twelve-month period, the probationary employee's performance will be subject to continual evaluation and assessment, which may include periodic written evaluations. At any time during the probationary period, the Court may relieve the individual from employment with the Court without cause. If at the end of the probationary period, the Court Executive Officer believes the employee is doing the work satisfactorily, the Court shall so inform and evaluate the employee. The employee shall then have permanent status.

Section 7.2 - Status of Permanent Employees

7.2.1 - Status of Permanent Employees who are Promoted or Transferred. An employee having permanent status who is promoted or transferred shall be on probation for six (6) months in the new position to which he/she has been promoted or transferred. During this probationary period, the employee shall be regarded as having permanent status in the former position. Managers and/or supervisors shall monitor the progress of the employee and offer suggestions for improvement if needed. If an employee fails to accomplish his/her work satisfactorily, the manager or supervisor may, at any time during the probationary period, relieve the individual from his/her duties in the new position.

Thirty (30) days before the end of the probationary period, the employee shall receive a performance evaluation. If the evaluation is satisfactory, the employee shall receive permanent status. If the evaluation is unsatisfactory, the employee shall be relieved of his/her duties. Any employee rejected during the probationary period following a promotional or transfer opportunity, shall be returned to the lower or lateral classification. If no vacancy exists in the lower or lateral classification, the provision of Article 12, Seniority & Layoff, shall apply.

All Court employees who attain permanent rank shall have served a twelve (12) month probation, regardless of possible promotion while serving as probationary employees.

Section 7.3 - Evaluations.

Probationary employees will be evaluated within 30 days immediately prior to or immediately following their six-month anniversary date of hire.

Permanent employees will be evaluated thirty (30) days immediately prior to or immediately following the employee's anniversary date and annually thereafter. If no such evaluation is made, it shall be assumed that the employee is performing satisfactorily, and if eligible the step increase shall be awarded. If a manager evaluates an employee who is still eligible for step increases, and determines that the employee has not performed competently, the step increase may be denied. Such denial shall be subject to the grievance procedure.

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7.3.1 - All employees shall be evaluated on a standardized personnel form. The Court and Union agree to meet and consult to establish a standardized evaluation form to be used throughout the Court.

Section 7.4 - Rights.

Probationary employees, including new employees and employees who have been promoted or transferred, shall have all rights afforded permanent employees under this Memorandum of Understanding, with the exception of the unsuccessful completion of the probationary period (termination, demotion, or return to former position), in which case the employee shall have no right to appeal such action to the grievance procedure. The Union recognizes that probationary employees may be released from Court employment without cause.

ARTICLE 8 - ATTENDANCE AND LEAVES

Section 8.1 - Working Hours

8.1.1 - Regular Hours. Court employees shall work forty (40) hours per week or its equivalent based upon the following existing schedules:

8.1.1.1 - An eight (8) hour, Monday through Friday schedule;

8.1.1.2 - Flex schedules that have been approved by the Court.

8.1.2 - Rest Period. An employee will be provided a 15 minute rest period for every 4 hours of work. However, the break periods must be taken during the midpoint of the work period and not accumulated.

8.1.3 - Meal Periods. Employees shall be provided with an unpaid meal period of no less than 30 minutes and no more than 60 minutes in duration for each shift of 5 consecutive hours or more. If an employee is directed to perform work during such meal period, then the employee shall receive pay for the meal period as per FLSA requirements.

8.1.4 - Overtime. Employees are eligible for overtime and shall be paid at the rate of time and one-half (1 1/2) for any overtime in excess of forty (40) hours per work week or its equivalency, or shall be entitled to compensatory time off at the rate of time and one-half, at election of employee at the time of accrual. Supervisors will make every effort to see that overtime is offered on an equitable basis to those requesting to work overtime. Employees accruing compensatory time must take that time off within sixty (60) days of the end month in which the time was accrued, or the time will be paid at the time of payment of the next payroll. Time for which pay is received but not worked, such as vacation, sick and authorized compensatory time off, shall be counted toward the base period.

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Section 8.2 - Schedule Changes.

Any change in working schedules, including days and hours to be worked and affected classes, shall be administered as follows:

8.2.1 - Proposed changes may be initiated by a manager or employee.

8.2.2 - The Court Executive Officer shall meet with the Union and affected employees regarding the proposed changes, if the work schedule change is intended to be in effect for more than one pay period. The parties shall meet at the earliest mutually agreeable date and attempt, in good faith, to reach agreement. Thereafter, either party may declare impasse. Notwithstanding this obligation, this process shall not be construed as a formal meet and confer session as defined in the Employee Employer Relations Rules.

8.2.3 - If agreement is reached, the Court Executive Officer shall make a recommendation regarding proposed schedule changes to the Court.

8.2.4 - If impasse is declared, either party may submit the dispute to the Presiding Judge no earlier than (30) days nor later than sixty (60) days thereafter. During this period, the parties shall meet at either party's request in order to resolve the dispute.

8.2.5 - The Presiding Judge shall make the final decision which is final and binding on all parties. The decision of the Presiding Judge is not subject to the grievance procedure.

Section 8.3 - Leaves

Leave provisions exist for the convenience of employees who must, or wish to, absent themselves from work for various reasons.

Employees who are absent from work must be on either an approved leave, sick leave, annual leave, or compulsory leave. Other absences are treated as absences without leave and are subject to disciplinary action. Sick leave, annual leave and compulsory leave will be requested and approved by use of the Court's standardized leave form.

8.3.1 - Annual Leave. Employees shall be entitled to vacation annually with pay. Employees shall earn vacation at the following rates:

At start of employment	10 days (6.67 hours/month)
Effective on the employee's third (3rd) anniversary	15 days (10.00 hours/month)
Effective on the employee's fifth (5th) anniversary	18 days (12.00 hours/month)
Effective on the employee's tenth (10th) anniversary	23 days (15.33 hours/month)

Employees shall be entitled to take only that vacation time which has been earned.

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An employee who becomes ill or injured during his/her vacation leave will not be charged vacation leave for the period of illness or injury, provided satisfactory proof in the form of a physician's statement is received by the Court Executive Officer within three (3) days of occurrence.

8.3.2 - Vacation Accrual. Employees may accumulate up to One Hundred and Sixty (160) hours of vacation without approval of the Court. With the approval of the Presiding Judge, and upon request in writing to the Court Executive Officer, the Court may allow employees to accumulate up to a maximum of Two Hundred and Eighty (280) hours. Employees requesting permission from the Court to accumulate more than One Hundred and Sixty (160) hours vacation, must make that request prior to accumulating One Hundred and Sixty (160) hours. Accumulated vacation may be taken between anniversary dates with the approval of the Court. No employee may take more than One Hundred and Twenty (120) hours vacation at one time without the approval of the Court. Employees who have accumulated One Hundred and Twenty (120) hours of vacation may request a cash out of up to 40 hours of vacation time once per year. Such cash out requests must be in at least one full day increments. Only one such request will be processed for any eligible employee in any one fiscal year.

Supervisors will make every attempt to respond to vacation requests and communicate their decision to approve or deny the request within ten (10) working days. In the event the request is denied, the supervisor will provide an explanation in writing for the denial. Requests for vacation shall be approved on a first come, first served basis. In the event 2 employees request the same time off and requests are both submitted at the same time, the more senior employee shall be granted the time off.

8.3.3 - Sick Leave. Employees shall be entitled to cumulative sick leave with pay at the rate of twelve (12) hours per month.

Sick leave provides compensation to employees who are unable to work because of the employee's own illness or injury.

Sick leave may be used by an employee when an illness or injury of an immediate family member (husband, wife, or child, parent and/or grandparent) is serious enough to require the employee to be absent from duty to care for such person. Such leave for this purpose shall not exceed ten (10) working days per calendar year and requires authorization by the Court Executive Officer. If an employee reaches the ten (10) working day maximum under this section, s/he may request to use other accrued paid leave in order to continue to care for the immediate family member. The Court Executive Officer and/or his/her designee will review such requests and determine whether the Court has the ability to grant/schedule said request, taking into account the Court's operational needs.

The Court Executive Officer shall also permit sick leave earned to be used for medical and dental office calls when it is necessary for the employee to be absent during working hours for this purpose.

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Doctor's note: The Court Executive Officer shall have the right to require a doctor's certificate showing that any employee under his/her jurisdiction is unable to perform the duties of employment by reason of illness. In the event that said certificate is not provided within three (3) days from the date of demand, the employee concerned shall not be entitled to receive compensation herein provided until such time as satisfactory proof is provided to the Court Executive Officer of the right to receive compensation for sick leave.

8.3.3.1 - Personal Necessity. Employees shall be entitled to use six (6) days of paid sick leave allotment per year in case of personal necessity. Personal necessity leave shall be limited to circumstances that are serious in nature and that the employee cannot reasonably be expected to disregard, that necessitate immediate attention, and that cannot be taken care of after work hours or weekends. The requested leave must be approved by the Supervisor in advance of the absence.

8.3.3.2 - Payment of Accumulated Sick Leave. The Court shall pay the accumulated sick leave of an employee upon service retirement (excluding deferred retirement), disability retirement, or death as follows:

8.3.3.2.1 - After five (5) years of continuous service, twenty-five percent (25%) of his/her accumulated sick leave up to a maximum of two hundred forty (240) hours.

8.3.3.2.2 - After ten (10) years or more continuous service, fifty percent (50%) of his/her accumulated sick leave up to a maximum of four hundred eighty (480) hours.

8.3.3.2.3 - The Court will contract with PERS to provide for retirement credit for unused sick leave. The current cap on sick leave will be lifted; however, this cap (Section 8.3.3.2) will remain for current employees electing sick leave pay-off rather than service credit conversion. Employees hired prior to or on June 30, 1996 will have the option to elect payment for accumulated sick leave or credit for unused sick leave under Section 20862.8 of PERS; however, employees hired after June 30, 1996 will have the PERS program credit only.

8.3.3.2.4 - In order to qualify for payment of service retirement accumulated sick leave hereunder, an employee must apply for and be granted retirement pursuant to County's "Public Employees Retirement System" (PERS) contract, with the State of California.

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8.3.4 - Bereavement Leave. The Court will grant bereavement leave to any employee who requires time off due to the death of a spouse, domestic partner, mother, father, mother-in-law, father-in-law, sibling, child, stepchild, grandchild, grandparent, brother-in-law, sister-in-law, son-in-law, daughter-in-law or person for whom the employee is legal guardian.

A. All regular full and part-time employees will be granted up to five (5) days paid time off over a 12-month period (following the date of death) for the death of a spouse, domestic partner, mother, father, sibling, child, stepchild, or person for whom the employee is legal guardian.

B. All regular full and part-time employees will be granted up to three (3) days paid time off over a 12-month period (following the date of death) for the death of a grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.

This bereavement leave benefit is only available to employees once in the 12-month period noted immediately above (i.e., the benefit is not available for multiple occurrences that take place within the same 12-month period). In the unfortunate circumstance that an employee encounters multiple family deaths within the same 12-month period, the employee retains the right to request to use other accrued paid leave in order to take more time off for the additional deaths. The other potential accrued paid leave includes the personnel necessity leave mentioned in Sick Leave Section 8.3.3.1, as well as Annual Leave under Section 8.3.1. The Court Executive Officer and/or his/her designee will review such requests and determine whether the Court has the ability to grant/schedule said request, taking into account the Court's operational needs.

Employees must take this leave in consecutive days, and will be paid only for days and hours they were scheduled to work.

If an employee wants additional time off relating to a death covered by this section, said employee may, with approval, use other available paid leave to take that additional time off.

Upon request, employees must provide the Court with verification of the family member's death. The employee will provide verification within two weeks of the requested leave or as soon as practicable.

The bereavement leave referenced above cannot be carried over if not used within one (1) year of the date of death, and unused bereavement leave will not be paid out to the employee upon separation from the Court.

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8.3.5 - Illness Leave. This type of leave may be used for any legitimate illness including temporary medical or psychiatric problems and is ordinarily only used when an employee is not eligible for or has exhausted his/her paid sick leave balance. An employee requesting such leave due to illness or disability shall use any accumulated sick leave prior to the requested beginning date of such leave.

Requests for illness leave must be accompanied by a statement from the employee's physician specifying the nature of the illness and the anticipated time of release for return to the active duty.

Immediately prior to, or at the time of, return to active duty, the employee must provide a statement from a physician certifying to the employee's physical and/or mental ability to resume the specific duties of the position. The Court Executive Officer may require the employee to submit to an examination at Court expense by a physician chosen by the Court.

The employee shall not be entitled to any compensation for this type of leave. Illness leave may be granted for a period of up to 12 months and may be extended upon approval of the Court. The 12 month period is in addition to the Federal Family and Medical Leave Act and/or California Family Rights Act. Notwithstanding anything contained herein to the contrary, if an employee elects to use illness leave under the Federal Family and Medical Leave Act and/or California Family Rights Act, the employee shall receive benefits consistent therewith.

8.3.6 - Education or Training Leave. This type of leave is generally granted when the kind of education or training undertaken is likely to enhance the Court's capabilities to provide service to the public. Consequently the training should have as its objective either, 1) an increase in the effectiveness of the employee in a current job assignment or, 2) an enhancement of the employee's advancement possibilities within Court service.

The employee shall not be entitled to any compensation for this type of leave. Medical, dental and other insurance may be continued, but at no cost to the Court. Time on leave does not count towards seniority, and leaves exceeding one year will involve loss of seniority.

Education or Training Leave shall require written approval of the Court Executive Officer and shall not exceed one (1) year in duration unless the Court extends the leave upon request of the employee through the Court Executive Officer.

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8.3.7 - Military Leave. Military leave is governed by the provisions of the California Military and Veterans Code. The request of an employee who has permanent status for military leave of absence can be honored by the Court Executive Officer only if the employee includes with the request a copy of the military orders. This request shall be submitted not less than fifteen (15) days prior to the effective leave date unless an emergency arises preventing this. A copy of the leave papers and the appropriate notification documents are submitted to the Court prior to the effective date of leave. The granting of leave and payment therefore are not inseparable matters, but are mandatory under certain specific conditions specified by the Military and Veterans Code. The Court Executive Officer will abide by the Military and Veterans Code in determining the appropriateness of leave and payment therefore.

8.3.8 - Compulsory. If, in the opinion of the Court Executive Officer, an employee is unable to properly perform the duties of the position because of physical or mental reasons, such employee may be required to submit to an examination by a physician designated or approved by the Court. If the report of the physician shows the employee to be in an unfit condition to perform the duties, the Court Executive Officer may, subject to the approval of the Court, compel such employee to take sufficient leave of absence to fit the employee to perform the duties; however, the employee shall be entitled to use accumulated sick leave and annual leave before being placed on compulsory leave without pay.

8.3.9 - Maternity Leave. Pregnant employees are entitled to FMLA/CFRA/Pregnancy Disability Leave as provided by law. The employee shall give the employee's immediate supervisor a two (2) week notice of intent to return to work with the Court being allowed the option to consent to commencement for employment earlier than said two (2) weeks.

An employee who seeks maternity leave must notify the employee's immediate supervisor as early as possible and provide a statement from a California licensed physician certifying as to her ability to perform the duties of her position and indicating the anticipated delivery date.

An employee returning to work shall submit a physician's certificate that she is capable of performing the duties of her position.

8.3.10 - Jury Duty. Workers shall be allowed to take leave from his/her Court duties without loss of wages, vacation time, compensatory time, sick leave or worker benefits for the purpose of responding to a summons for jury selection or serving on a jury for which he/she has been selected. This right to take leave shall apply equally to all employees, including those working evening or graveyard shifts. An employee who is excused from having to serve as a juror will contact his/her supervisor and shall return to work for the balance of the shift. Those employees who work swing or graveyard shift and who are excused from having to serve as a juror will be expected to report for their assigned shift. An employee will turn over to the Court any compensation received for time involved in the jury selection process or serving on a jury on an employee's scheduled work day.

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8.3.11 - Leave Without Pay. With the approval of the Court Executive Officer, an employee may be granted a leave of absence without pay for an indefinite period not to exceed 30 days. On expiration of the approved leave, the employee shall be reinstated to their same position. The Court Executive Officer may recall the employee from leave prior to its expiration should unforeseeable changes in operating requirements occur. During such leave without pay, the employee will not accrue seniority or benefits credits.

8.3.12 - Failure to Return from Leave at Scheduled Time. Failure to report for duty after a leave of absence has expired or has been disapproved or revoked may, at the option of the Court Executive Officer, be considered as absence without leave and subject the employee to disciplinary action unless such failure to report is for reasons beyond the physical control of the employee.

8.3.13 - Payment for Earned Annual Leave upon Termination. Upon termination, an employee shall receive pay for annual leave earned but which remains unused as of the date of termination.

8.3.14 - Court Business. No Court employee shall be docked any time by a manager while that employee is engaged in Court sanctioned business, including, but not limited to, serving on official Court committees, representing employee bargaining units while bargaining with the Court on behalf of employees.

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ARTICLE 9 - HOLIDAYS

Section 9.1 - Legal Holidays

The following are hereby established as legal holidays in the Court:

1) January 1st, New Year's Day

2) Third Monday in January, known as “Martin Luther King's Day”

3) Lincoln’s Birthday

4) Third Monday in February, known as “Presidents Day”

5) “Cesar Chavez Day”

6) Last Monday in May, known as “Memorial Day”

7) July 4th, known as “Independence Day”

8) First Monday in September, known as “Labor Day”

9) Second Monday in October, known as “Columbus Day”

10) November 11th, known as “Veterans Day”

11) The day after Thanksgiving Day

12) December 25th, known as “Christmas Day”

13) Every day appointed by the President or Governor for public fast, thanksgiving, or holiday provided each such day is specified as a paid holiday by the President or Governor for public employees. The Thursday in November appointed as Thanksgiving Day shall be a holiday for Mariposa Court employees.

14) Every employee shall be entitled to take as a holiday the Friday preceding any Saturday on which one of the holidays set out in 1, 5, 7, 10 and 12 occurs.

15) Every employee shall be entitled to take as a holiday the Monday following any Sunday on which one of the holidays set out in 1, 5, 7, 10, and 12 above occurs.

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Section 9.2 - Personal Holidays

9.2.1 - Personal Holiday. All Court employees are entitled to a personal holiday; all new employees of the Court are entitled to a personal holiday after their one-year (1-year) anniversary in the calendar year of their first anniversary date. The personal holiday must be taken during the calendar year in which it is earned, cannot be rolled over into the next year, and is subject to prior approval by the Supervisor.

9.2.2 - Additional Holiday. Every employee shall be entitled to take an additional holiday, the last working day before or the first working day after any Court legal holiday, subject to the employee's choice and prior approval of the employee's Supervisor.

Section 9.3 - Holiday Pay

Employees required to work on a holiday will receive 8 hours of straight time for the holiday, plus time and one half at the normal hourly rate for time worked.

ARTICLE 10 - TRAVEL EXPENSE REIMBURSEMENTS

Section 10.1 When it is necessary for employees to travel and incur expenses on Court business, it is the intent of the Court that those employees neither suffer a financial burden nor derive financial benefit as a result of that requirement.

Section 10.2 Actual and necessary business travel cost – including lodging, meals, incidentals, and travel – will be reimbursed with prior approval of the Court Executive Officer or designee consistent with the policies of the Judicial Council of California (JCC), as those policies may be amended from time to time. JCC travel policies will be distributed to all newly hired employees during new employee orientation.

Section 10.3 If the JCC amends its travel policies, including rate reimbursements, the Court agrees to provide the Union and all bargaining unit members with a copy of the JCC's relevant policies, memoranda and/or forms within thirty (30) days of the date the Court is made aware of amendment thereto.

Section 10.4 A travel expense advance of one hundred percent (100%) of estimated expenses for meals, lodging, registration, and transportation for travel shall be advanced to any Court employee, upon request of the employee and approval of the Court Executive Office involved in the request. A request for a travel expense advance must be made no later than fifteen (15) days prior to the event. At the time the request is submitted to the Court Executive Officer, a copy of the registration for the meeting shall be attached to the advance request and a copy of any pre-registration forms for the lodging and meals shall be attached to the advance request if such information is available. In the event the advance is not used because the employee failed to attend the particular event for which expenses would have been incurred, the employee shall immediately return the travel expense advance check or immediately reimburse the Court.

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Travel advances shall be reconciled by the employee with the Court's Administrative Office within fifteen (15) days.

ARTICLE 11 - RECLASSIFICATION AND OUT-OF-CLASS WORK

Section 11.1 - Definition of Out-of-Class Work

Out-of-class work shall be defined as performing the significant duties, and assuming the major responsibilities, of a position in a higher and different classification. "Significant duties" are defined as those duties that are unique and clearly differentiated from those duties performed by an employee in their current classification.

Section 11.2 - Procedures

When it appears that there has been a significant change in the duties and responsibilities of a position, an employee may request a reclassification to an existing Court classification during the month of October. Such request shall be in writing, shall state the reasons for such request, and shall be submitted to the Court Executive Officer.

The Court Executive Officer shall consider such requests and recommend one of the following actions to the Presiding Judge:

11.2.1 - Deny the request and assign only those duties to the employee that are within the employee's current job description;

11.2.2 - Approve the request for reclassification;

11.2.3 - Deny the request for reclassification. At least 10 working days prior to the Court Executive Officer docketing his/her recommendation of one of these actions to the Presiding Judge, the Court shall give prior notice to the Union of all the reclassification requests affecting employees covered by this Memorandum of Understanding, and the recommendations to the Presiding Judge. A written summary of the Court Executive Officer's recommendation will be provided to the affected employee upon request from the affected employee.

The Court shall act upon the recommendations and shall communicate its decision to the employee and the Union within twenty (20) working days after receiving the request for reclassification.

The Union may appeal the decision of the Presiding Judge (11.2.3 only) to arbitration in accordance with step 3 of the grievance procedure. Prior to arbitration, the parties shall meet at either the Union's or the Court's request to attempt to resolve any disputed decisions.

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The jurisdiction and authority of the arbitrator and his/her opinion and award shall be contained exclusively to the issue for whether or not the employee is working out of classification, as defined in Article 11, Section 11.1, Definition of Out-of-Class Work. In the event the arbitrator rules for the employee and Union, the Court shall either reclassify the employee as requested or assign only those duties to the employee that are within the employee's current job description.

Section 11.3 - General Conditions

11.3.1 - Effective Dates. In the event a reclassification request is approved by the Presiding Judge subsequent to either the Court Executive Officer's recommendation or the arbitrator's decision, the effective date for the change shall be the December 1 following the date of the request.

11.3.2 - Out-of-Class Payments. If the Court Executive Officer is directed to assign only those duties that are within the employee's current job description by the Presiding Judge, or if the Presiding Judge decides to remove the higher class duties subsequent to an arbitrator's decision in favor of the employee, the Court shall pay out of class pay, as described in Article 11, Section 11.4, Temporary Assignments.

11.3.3 - One Year Bar. If an employee's request is denied in arbitration, he/she shall be barred from filing another reclassification request during the month of October following the denial.

Section 11.4 - Temporary Assignments

Employees who are assigned out-of class work of a higher level permanent position on a temporary basis due to a vacation, illness, other type of short-term leave shall receive a salary rate increase to the next higher level for the time actually worked, provided that the total continuous assignment is eighty (80) working hours or more. Such increase shall be determined as if the assignment had been a promotion, and shall be effective from the first day of such an assignment.

Employees who are assigned out-of-class work as defined above, due to a vacancy or long-term leave and those employees who are performing out-of-class work, as defined above, in addition to their regular duties shall receive a salary rate increase to the next higher level for the time actually worked and shall not be subject to the eighty (80) hour rule.

ARTICLE 12 - SENIORITY & LAYOFF

Section 12.1 - Seniority Defined

Seniority is defined as an employee's length of continuous service in a permanent position with the Court, in a classification covered by this Memorandum of Understanding. Permanent Part-Time Employees shall accrue seniority on a pro-rated basis.

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Section 12.2 - Order of Layoff

When one (1) or more employees in the same classification in a department are to be laid off, the order of layoff in the affected department shall be follows:

a) Extra help employees;
b) Probationary employees in the inverse order of seniority;
c) Permanent part-time employees in the inverse order of seniority;
d) Regular full-time employees in the inverse order of seniority.

Section 12.3 - Notice of Layoff

Employees subject to the provision of this Article shall be given at least (30) calendar days written notice prior to the effective date of layoff, except in cases of bona fide emergency. The Union shall receive concurrent notice, and upon request, shall be afforded an opportunity to meet with the Court to discuss any proposed alternatives. The procedures in Section 12.4 shall be applied prior to the effective date of the layoff.

Section 12.4 - Reassignment in Lieu of Layoff

12.4.1 - Vacant Positions. In the event of notice of layoff, an employee so affected will be allowed to transfer to a vacant position the Court has determined to be filled in his/her classification or any classification at the same or lower level in which the employee had formerly held permanent status. The Court shall provide a listing of appropriate vacancies and the employee may select from this list.

12.4.2 - Displacement. In the event there are no vacancies as listed in 12.4.1 above, the employee shall have the right, upon request, to be returned to any classification at the same or lower level in which permanent status had formerly been held, provided he/she has seniority over a current incumbent, and the regular layoff procedure in that same or lower level shall apply.

Section 12.5 - Layoff

In the event that an employee is not reassigned in lieu of layoff as in Section 12.4 above, he/she shall be laid off. If an employee elects not to exercise the rights in 12.4.2, Order of Layoff, he/she may be deemed to have been offered and to have declined such work unless the employee has a compelling reason for not accepting such position, as determined by the Court.

Section 12.6 - Re-employment List

12.6.1 - Recall. The names of such probationary and permanent employees reassigned or laid off in accordance with 12.4.2 or Section 12.5 of this Article shall be entered upon a re-employment list in inverse order as specified in Section 12.2. As positions from which employees were re-assigned or re-employed become open, they shall be filled from this list.

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12.6.2 - Deletion from List. No name shall be carried on a re-employment list for a period longer than eighteen (18) months. Names shall also be dropped from the list upon re-employment under 12.6.1, Recall, above.

Section 12.7 - Seniority Accrual

Seniority shall continue to accrue while an employee is in paid status, or during illness leave due to industrial disability. Seniority shall be broken upon resignation, discharge for just cause, promotion out of the bargaining unit, failure to respond to a recall from layoff under 12.6.1 above, or absence without approved leave for three (3) or more consecutive days without adequate cause.

ARTICLE 13 - EMPLOYEE DISCIPLINE

A permanent employee may be demoted, suspended or dismissed by the Court Executive Officer in accordance with this Article.

An employee shall have the right to have a Union representative present at any meeting with supervisors or management representatives when the employee has reason to believe that such meeting is disciplinary in nature. If requested, a Union representative will be provided as soon as reasonably possible, but in no event later than 48 hours from the notification by the Court to the employee that such meeting will occur. An employee may inquire prior to entering a meeting as to the nature of such a meeting.

One Representative shall be released from duty for the purpose of representing employees at meetings which are disciplinary in nature. Representatives shall be allowed a reasonable amount of time to conference with the affected employee prior to entering such meeting.

Nothing contained herein shall prevent the Court from taking whatever disciplinary action it may deem appropriate under Article 13 with the full understanding that such matters are subject to the grievance procedure as set forth in Section 14.3.

Section 13.1 - Just Cause

The Court shall discipline, suspend with or without pay, discharge, or demote a permanent employee for just cause only. The discipline shall be reasonably related to the seriousness of the offense. One or more of the following causes shall be grounds for suspension, demotion, dismissal, or discipline, of any permanent employee, including, but not limited to:

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13.1.1 - Omission or willful misrepresentation of a material fact or other fraud in securing employment including, but not limited to, the following:

13.1.1.1 - Falsification of application for work.

13.1.1.2 - False information regarding driver's license.

13.1.1.3 - False information regarding professional licenses, credentials, or certificates.

13.1.2 - Incompetence.

13.1.3 - Insubordination.

13.1.4 - Dishonesty.

13.1.5 - Improper use of drugs or alcohol including, but not limited to, the following:

13.1.5.1 - In possession of, under the influence of, alcohol beverages, while at work or in Court work areas.

13.1.5.2 - In possession of, under the influence of, or trafficking in habit-forming drugs and/or narcotics while at work or on Court property. The term "drugs" means controlled substances as defined in Division 10 (commencing with Section 11000) of the California Health and Safety Code.

13.1.6 - Unexcused absence from duty, including, but not limited to, participation in unlawful strikes or other job actions, such as sick-ins or slow downs, or not available if officially on call.

13.1.7 - Misuse of Court property or damage to Court property resulting from misuse or negligence.

13.1.8 - Violation of a Court directive, rule or policy.

13.1.9 - Sexual harassment.

13.1.10 - Habitual tardiness.

13.1.11 - Excessive Absenteeism.

13.1.12 - Abuse of Leave.

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Section 13.2 - Notice of Intent to Discharge, Demote, or Suspend

When the Court contemplates disciplinary action against a permanent employee, the concerned employee shall receive advance written notice of the proposed action.

13.2.1 - Said notice shall state the date the proposed action will be effective and the specific grounds upon which the action is being taken.

13.2.2 - Said notice shall inform the employee of his/her right to respond to the proposed action and of his/her right to receive a copy of the written materials alleged to support the action.

13.2.3 - An employee, upon receipt of proposed action, shall have ten (10) working days to respond to the proposed action.

13.2.4 - Said response may be made orally or in writing.

13.2.5 - Said response shall be made to the Court Executive Officer.

13.2.6 - When a response is made to a proposed disciplinary action, the Court Executive Officer shall consider said response prior to making a final decision regarding the proposed action.

Section 13.3 - Decision to Discharge, Demote, or Suspend

When the Court Executive Officer believes there is just cause for disciplinary action against an employee, the Court Executive Officer shall give the employee a written notice of the proposed action. Notification to a permanent employee of proposed disciplinary action shall be deemed sufficient when it is delivered in person to the employee or when it is deposited in the U.S. certified mail, postage prepaid, and addressed to the last known address of the employee. It is the employee's obligation to notify the Court of changes in address.

The notification to the employee shall contain the following:

13.3.1 - A statement of the cause (pursuant to 13.2 above) and of the specific acts and omissions upon which the disciplinary action is based.

13.3.2 - If it is claimed that the employee has violated a rule or regulation of the Court, a reference to the rule or regulation.

13.3.3 - A statement of the action proposed.

13.3.4 - A statement that the employee has a right to appeal such a decision and charges if demanded within 10 (ten) working days after service of this notice, starting at step two of the grievance procedure. Information to be provided to the Court Executive Officer is the same as outlined in Section 14.3.1 below.

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Section 13.4 - Immediate Demotion or Suspension Without Pay or Benefits of Permanent Employee

If the Court Executive Officer determines that, pending the Appeal Procedures on the demotion, suspension or dismissal of a permanent employee, the immediate demotion or suspension of the employee without pay would be in the best interests of the Court, the following procedure shall be initiated prior to imposing the demotion or suspension:

13.4.1 - In addition to the written notice of the proposed disciplinary action as provided in Section 13.2, the employee shall be given written notice of the demotion or suspension without pay and the charges upon which this action is based, and his/her right to respond to those charges both orally at a conference with the Court Executive Officer, and in writing.

13.4.2 - The employee shall be given notice of the immediate demotion or suspension sufficiently in advance of the action to review the charges and to frame a response.

13.4.3 - The demotion or suspension action should be discussed prior to its occurrence at a conference with the Court Executive Officer, during which time the employee shall have the right to present any rebutting evidence.

Section 13.5 - Immediate Interim Suspension

Nothing in this section shall be construed to prohibit an immediate interim suspension prior to notice and a conference where an immediate suspension is required to protect persons or property in accordance with the following procedures provided such suspension is with pay until procedures in Section 13.4 have been followed.

13.5.1 - The suspended employee is given written notice in person or by deposit in U.S. certified mail to the charges upon which the suspension was based within one (1) working day after suspension.

13.5.2 - The employee is notified of his/her right to file a written response or to have a conference with the Court Executive Officer.

13.5.3 - A reasonable opportunity is afforded the employee for a conference within five (5) calendar days from the date of suspension.

ARTICLE 14 - GRIEVANCE PROCEDURE

Section 14.1 - Definitions

14.1.1 - A “grievance” is an allegation by one or more employees or the Union that the Court has violated an express provision of this Memorandum of Understanding.

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14.1.2 - A "supervisor" is an administrator having immediate jurisdiction over the grievant.

14.1.3 - "Working day" shall mean days in which the Court offices are open for business.

Section 14.2 - Pre-Grievance Step

14.2.1 - Potential grievances shall be discussed in informal conferences between the employee and the immediate supervisor outside of the bargaining unit. At least one informal meeting between parties shall take place before the grievance procedure is invoked.

14.2.2 - If the potential grievance is not resolved at this step, then the aggrieved employee may declare that a grievance exists and the provisions of this Article will be implemented.

14.2.3 - Any resolution reached at the pre-grievance step must be in accordance with the provisions of this Memorandum of Understanding.

Section 14.3 - Formal Grievance

14.3.1 - Step One. Within fifteen (15) working days of the occurrence or discovery of an alleged grievance, the grievance shall be presented in writing to the Court Executive Officer or his/her designee. The grievance form shall contain information which identifies:

1) The aggrieved;

2) The specific nature of the grievance;

3) The time or place of its occurrence;

4) The section of this Memorandum of Understanding alleged to have been violated;

5) The consideration given or steps taken to secure informal resolution;

6) The corrective action desired.

A decision shall be made in writing within ten (10) working days of receipt of the grievance. A copy shall be sent to the Union and this copy shall dictate time limits.

A meeting shall take place if it is agreed by the parties that such a meeting would assist to clarify or resolve the grievance. The employee may be accompanied by his/her union representative at the meeting.

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14.3.2 - Step Two. If the grievant is not satisfied with the step one decision, he/she may appeal the decision in writing to the Presiding Judge or his/her designee within ten (10) working days after receiving a written decision at step one.

The Presiding Judge or his/her designee shall meet with the grievant within 10 working days after receiving the grievance. The grievant may be accompanied by his/her union representative. Additional meetings may be held as per mutual agreement.

The Presiding Judge or his/her designee shall communicate his/her decision to the grievant in writing within ten (10) working days after concluding the appropriate meetings with the grievant. Such decision shall be final and binding on the grievant and the Union unless it is timely appealed to arbitration by the Union in accordance with the procedures set forth in Section 14.3.3.

14.3.3 - Step Three - Arbitration. Any grievance, as defined in Section 14.1 of this Memorandum of Understanding, that has been properly and timely processed through the grievance procedure set forth in this Article and that has not been settled at the conclusion thereof, may be appealed to arbitration by the Union with written notice of intent to appeal. The failure to appeal a grievance to arbitration in accordance with this Section within ten (10) working days after receipt of the written answer of the Court at Step 2 of the grievance procedure shall constitute a waiver of the Union's right to appeal to arbitration, and the written answer of the Court at Step 2 of the grievance procedure shall be final and binding on the aggrieved employee, the Court, and the Union.

The Court and the Union shall mutually agree upon an arbitrator, or jointly select one from a list of seven (7) arbitrators provided by the State Mediation and Conciliation Service.

When the Parties cannot reach mutual agreement regarding an arbitrator, they shall strike names from the above-mentioned list. The Parties shall flip a coin to determine who strikes first. The Parties will alternate the flipping of the coin.

The arbitrator shall be requested to render his/her decision within thirty (30) working days of the hearing, receipt of the transcription, or the briefs.

The Parties may mutually agree to use an arbitrator not on the list or to add to, or modify the list. The arbitrator's compensation and expenses shall be borne equally by the Union and the Court.

Attachment: Mariposa Court MOU 2020-2022 (RES-2021-45 : Resolution Establishing Current Retiree Health Insurance Contributions)

14.3.4 - Arbitrator Authority. The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Memorandum of Understanding at issue between the Union and Court. He/she shall have no authority to add to, detract from, alter, amend, or modify any provision of this Memorandum of Understanding; to impose on either party a limitation or obligation not explicitly provided for in Memorandum of Understanding; or to establish or alter any wage structure. The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the Court and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his/her jurisdiction and authority shall be final and binding on aggrieved employee, the Union and the Court.

Section 14.4 - Miscellaneous Provisions

14.4.1 - In the absence of managers required to render decisions as outlined in the procedures, the Court Executive Officer shall appoint a substitute.

14.4.2 - Employees shall have the right to present their own grievances or do so through a representative of their own choice. Grievances may also be presented by a group of employees, by the Union, or by the Court. No grievance settlement may be made in violation of this Memorandum of Understanding.

The Union shall be provided copies of individual or group grievances and responses to same. Such grievances may not proceed beyond Step two without written concurrence of the Union.

The Union shall have the right to appear and be heard in all individual or group grievances at any step.

14.4.3 -Time limits may be extended or waived only by written agreement of the Parties. If either party fails to comply with the grievances time limits, the grievances shall be settled in favor of the other party. If, as a result of such action the Parties are unable to reach agreement or an appropriate remedy, the matter may be referred to an arbitrator as provided in this Article and the arbitrator shall fashion an appropriate remedy.

14.4.4 - It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable policies, rules and regulations of the Court until such grievance and any effect thereof shall have been fully determined.

ARTICLE 15 - PERSONNEL FILES

Section 15.1 - The Court shall maintain a personnel file for each employee in a central location. Personnel files contain private and confidential information and shall be maintained in a secure manner.

Attachment: Mariposa Court MOU 2020-2022 (RES-2021-45 : Resolution Establishing Current Retiree Health Insurance Contributions)

Section 15.2 - An employee shall have access to his/her personnel file, upon request, at any time during normal office hours providing the request is reasonable and is made at a time previously approved by immediate supervisor. Employees shall also have the right to review his/her personnel file.

Section 15.3 - Access to personnel files shall be limited to the employee, the employee's immediate supervisor and/or Court Executive Officer, Court legal counsel, and the Presiding Judge. The Court's designated payroll processor will also have access to relevant personnel documents to administer employee pay and benefits. Upon written authorization by the employee, a representative of the Union shall be permitted to examine and/or obtain copies of the materials in such employee's personnel file. The signed authorization shall be kept in the file.

Section 15.4 - Upon request by the employee, negative or derogatory material in an employee's personnel file shall be reviewed for removal after remaining in the file for a period of eighteen (18) months, and annually thereafter.

ARTICLE 16 - SAFETY

The Court agrees to make all reasonable provisions for the safety and health of its employees. In the event any safety or health hazard is detected, it shall promptly be reported to the appropriate supervisor. The Court shall take affirmative steps to investigate the problem, determine its extent as soon as possible, and make the appropriate remedy where needed; no employee shall be exposed to unsafe conditions pending their correction. No employee shall be discharged or otherwise disciplined for bringing to the attention of his/her supervisor any unsafe condition that may exist. Safe working practices and safety regulations shall be adhered to by the employee and the Court. The failure of any employee to follow the safe working practices, safety rules, and/or regulations can lead to disciplinary actions provided employees are properly informed of such practices, safety rules, and/or regulations.

ARTICLE 17 - NO STRIKE/NO LOCKOUT

Section 17.1 - The Court and the Union recognize that strikes and other forms of work stoppage by members of the recognized employee organization are contrary to the continuity of Court operations. The Court and Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means, and agreements shall result from negotiating in good faith. The Union therefore agrees that there shall be no strikes, sympathy strikes, work stoppage, or other refusal to perform work by the employees covered by this Memorandum of Understanding. The Court agrees that, unless there is a strike, sympathy strike, work stoppage, or other refusal to perform work by employees covered by this Memorandum of Understanding, there shall be no lockouts of its employees, during the term of this Memorandum of Understanding.

Attachment: Mariposa Court MOU 2020-2022 (RES-2021-45 : Resolution Establishing Current Retiree Health Insurance Contributions)

For purposes of this section, "sympathy strike" is defined as a situation where the striking Court employees have no direct grievance against the Court, but withhold services to the Court in order to support or aid workers who are employed by, and on strike against, a separate employer.

A Court employee may join a picket line or otherwise actively support these non-Court employees before or after Court working hours, or during Court operating hours while on an approved Court break or meal period; such activity is not considered a "sympathy strike" in violation of this section.

Section 17.2 - It is agreed that the grievance machinery of this Memorandum of Understanding, the dispute settlement machinery provided in the Employer Employee Relations Rules, and the judicial and administrative remedies provided by law, are the sole and exclusive means for settling any dispute between the employees and/or the Union and Court whether relating to the application of the Memorandum of Understanding or otherwise.

Section 17.3 - In the event of any such action or interference, the Union shall take whatever affirmative action necessary and within its authority to prevent and bring about the termination of such action or interference. Such affirmative action shall include the immediate disavowal and refusal to recognize any such action or interference, and the Union immediately shall instruct any and all employees to cease their misconduct and inform them that their misconduct is a violation of the Memorandum of Understanding subjecting them to disciplinary action including discharge.

Section 17.4 - Notwithstanding the above, it is agreed by the Parties that employees shall have the individual right to refuse to cross a picket line sanctioned by the Central Labor Council.

ARTICLE 18 - ENTIRE AGREEMENT

Section 18.1 - It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the Parties regarding the matters set forth herein, and any other prior-to existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded, or terminated in their entirety. This Memorandum of Understanding shall govern in case of conflict with provisions of existing Court rules, practices, and regulations pertaining to wages, hours and other terms and conditions of employment.

Section 18.2 - During the term of this Memorandum of Understanding, both Parties waive and relinquish the right to meet and negotiate and agrees that neither Party shall be obligated to meet and renegotiate with respect to any subject or matter covered in this Memorandum of Understanding, including such subjects or matters that were proposed and later withdrawn.

Attachment: Mariposa Court MOU 2020-2022 (RES-2021-45 : Resolution Establishing Current Retiree Health Insurance Contributions)

Section 18.3 - Each Party understands that only the Court has the authority to bestow additional benefits on employees covered by this Agreement. The Parties, therefore, agree that regardless of the action of any Court Executive Officer, elected official, or employee supervisor, only the employee benefits contained in this Agreement, or an appropriate written amendment to this Agreement, shall be binding on the Court.

Section 18.4 - The Court agrees to give Union adequate notice of proposed changes in policy, rules, and procedures affecting working conditions, and to meet and confer with the Union on these changes upon request, unless otherwise agreed to in this Memorandum of Understanding.

ARTICLE 19 - SAVINGS

If any provision(s) of this Memorandum of Understanding or any applications(s) thereof to any employee(s) are held to be contrary to law by a court of competent jurisdiction (including the appellate process), then such provision or application will not be deemed valid and subsisting except to the maximum extent permitted by law but all other provisions or applications shall continue in full force and effect.

In the event of suspension or invalidation of any article or section of this Memorandum of Understanding, by a court of competent jurisdiction, the parties agree to meet and confer within thirty (30) days after such determination for the sole purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 20 - DURATION

This Memorandum of Understanding (MOU) shall become effective on December 1, 2020, or upon ratification (if ratification takes place after November 30, 2020) and shall continue in full force and effect through November 30, 2022.

For Articles that must be updated through the Court's Payroll Processor (6.1.2, 6.4, and 8.3.1), the new terms will only take effect in the current month if the Court is notified of the ratification of this agreement before 5:00 p.m., on the 8th of that month. For example, if ratification takes place after December 8, 2020, the new terms would apply to the pay period that begins on January 1, 2021. If the ratification takes place after January 8, 2021, the new terms would apply to the pay period that begins on February 1, 2021.

This Memorandum of Understanding concludes meeting and negotiating on any subject between the parties, whether included in this Memorandum of Understanding or not, for the term of this Memorandum of Understanding, except as per Article 18.4.

Attachment: Mariposa Court MOU 2020-2022 (RES-2021-45 : Resolution Establishing Current Retiree Health Insurance Contributions)

ARTICLE 21 – LABOR MANAGEMENT COMMITTEE

Within a reasonable time period, but no more than 60 calendar days from the date of ratification of this agreement, the Court and Union will establish an Employee-Court Labor Management Committee (LMC) consisting of two (2) employee members designated by the Union and two representatives designated by the CEO. The Union's Internal Worksite Organizer may also attend these meetings. Subject to management approval taking into consideration operational needs, the parties may by mutual agreement invite other employees, not to exceed three (3) additional employees, who have specific knowledge of issues discussed by the LMC to present information or participate in the LMC's discussions.

The LMC will meet three times per year, unless otherwise mutually agreed. An agenda packet will be made available one week prior to any meeting specifying any issues that will be addressed. Failure to include a matter on the agenda exchanged one week prior to the meeting will result in the matter not being addressed at said meeting, unless the parties mutually agree to amend the agenda.

The purpose of the LMC is to identify processes that will lead to improved service, delivery, efficiency, staff training needs, and to assist in avoiding court-staff disputes that might result in grievances or unfair practice charges. It is recognized that the LMC is not an appropriate forum to address individual personnel matters, nor to address matters subject to meet and confer obligations or the grievance procedure. Participation in the LMC will in no way erode Court management rights.

Attachment: Mariposa Court MOU 2020-2022 (RES-2021-45 : Resolution Establishing Current Retiree Health Insurance Contributions)

For the Court:

Cynthia J. Busse, Court Executive Officer
Mariposa County Superior Court

Date

Scott Gardner, Court Negotiator

Date

_

For the Union:

Kevin Smith, Internal Organizer
SEIU, Local 521

Date

Kelly Estep, Court Clerk II
Mariposa County Superior Court

Date

Charlotte Lira-Martinez, Court Clerk II
Mariposa County Superior Court

Date

Attachment: Mariposa Court MOU 2020-2022 (RES-2021-45 : Resolution Establishing Current Retiree Health Insurance Contributions)

Appendix "A"

General Employee Job Classifications and Salary Grades

Effective 12/1/20:

CLASSIFICATION	Grade	Step	Hourly Range	Monthly Range	Annual Range	Group Code
Court Clerk I	711	1	17.3240	3,002.77	36,033.92	CU
	711	2	18.1920	3,153.22	37,839.36	CU
	711	3	19.1040	3,311.30	39,736.32	CU
	711	4	20.0590	3,476.83	41,722.72	CU
	711	5	21.0610	3,650.50	43,806.88	CU

Effective 12/1/20:

CLASSIFICATION	Grade	Step	Hourly Range	Monthly Range	Annual Range	Group Code
Court Clerk II	712	1	18.7540	3,250.63	39,008.32	CU
	712	2	19.6950	3,413.73	40,965.60	CU
	712	3	20.6760	3,583.77	43,006.08	CU
	712	4	21.7120	3,763.34	45,160.96	CU
	712	5	22.7960	3,951.23	47,415.68	CU

Effective 12/1/20:

CLASSIFICATION	Grade	Step	Hourly Range	Monthly Range	Annual Range	Group Code
Court Clerk III	713	1	20.7290	3,592.96	43,116.32	CU
	713	2	21.7620	3,772.01	45,264.96	CU
	713	3	22.8500	3,960.59	47,528.00	CU
	713	4	23.9950	4,159.05	49,909.60	CU
	713	5	25.1950	4,367.05	52,405.60	CU

Effective 12/1/20:

CLASSIFICATION	Grade	Step	Hourly Range	Monthly Range	Annual Range	Group Code
PT Court Clerk I	725	1	17.3240	3,002.77	36,033.92	PT

Effective 12/1/20:

CLASSIFICATION	Grade	Step	Hourly Range	Monthly Range	Annual Range	Group Code
PT Court Clerk II	726	1	18.7540	3,250.63	39,008.32	PT
	726	2	19.6950	3,413.73	40,965.60	PT
	726	3	20.6760	3,583.77	43,006.08	PT

Attachment: Mariposa Court MOU 2020-2022 (RES-2021-45 : Resolution Establishing Current Retiree Health Insurance Contributions)

MARIPOSA COUNTY

Administration · 966-3222

MEETING: January 26, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Library Discussion and Direction

RECOMMENDATION AND JUSTIFICATION:

Discussion and Direction Regarding Library Services and Funding.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board item for Resolution 2020-713, a budget action to accept a $5,000 donation from the Friends of the Library, stated that without the donation the "Mariposa County Library will be unable to continue to function". The Board expressed concern with this language and asked for this opportunity to discuss library services and funding as soon as possible.

Because of the novel coronavirus pandemic, Mariposa County had to close a $16.9 million budget gap in its Fiscal Year 2020-2021 (FY21) budget (roughly half of discretionary general fund expenses). For the library, this has meant a reduction in general fund expenditures from $707,628 in FY19 and $721,468 in FY20 to $598,835 in FY21.

The most significant budget reduction for the library came in the extra help line, which went from $115,480 in FY20 to $13,800 in FY21. Extra help is used for part-time workers and this line was reduced in many department budgets as one of several efforts to preserve essential full-time positions. The FY21 library budget maintains 3.5 permanent full-time equivalent positions (down from 4 permanent full-time equivalent positions in FY20) at a cost of $201,963.

The library has been closed but providing alternative service delivery since the first stay at home order was issued in March 2020.

This item was originally scheduled for the December 22, 2020, meeting of the Board of Supervisors. It was postponed to allow more time for the county librarian to prepare for this discussion.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

Agenda Item - No Resolution Requested

ATTACHMENTS:
FY21 Library Budget (PDF)
001-0606 Library FY21 YTD Revenue and Expenditures (PDF)

RESULT: INFORMATION RECEIVED

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020-21 ADJUSTED BUDGET	ACTUALS THROUGH DECEMBER	REMAINING BUDGET AVAILABLE	% BUDGET EXPENDED AT MIDYR	MIDYEAR REQUEST	% CHANGE MIDYEAR TO ADJ BUD
GENERAL FUND							
COUNTY LIBRARY							
REVENUE							
STATE REVENUE							
001-0606-305.62-04	LIBRARY REVENUE						
*	STATE REVENUE						
STATE REVENUE							
001-0606-305.74-09	LIBRARY STATE GRANTS	46,000-		46,000-			100-
001-0606-305.74-21	SMALL BUSINESS GRANT						
001-0606-305.74-35	LSTA GRANT - ROBOT	10,000-		10,000-			100-
*	STATE REVENUE	56,000-		56,000-			100-
FEDERAL REVENUE							
001-0606-306.72-85	SUI CARES ACT CREDIT						
*	FEDERAL REVENUE						
LIBRARY SERVICES							
001-0606-307.05-01	LIBRARY FINES & FEES	8,000-	366-	7,634-	5		100-
*	LIBRARY SERVICES	8,000-	366-	7,634-	5		100-
MISCELLANEOUS REVENUE							
001-0606-308.01-31	DONATIONS	16,000-	26,637-	10,637	166		100-
001-0606-308.01-32	MISCELLANEOUS REVENUE						
001-0606-308.01-56	PAC HUG GRANT						
*	MISCELLANEOUS REVENUE	16,000-	26,637-	10,637	166		100-
TRANSFERS IN							
001-0606-309.16-00	TRANSFERS IN	3,143-		3,143-			100-
*	TRANSFERS IN	3,143-		3,143-			100-
**	REVENUE	83,143-	27,003-	56,140-	32		100-
EXPENDITURE							
COUNTY LIBRARY SALARIES							
001-0606-731.01-01	LIBRARY DIRECTOR	96,820	47,974	48,846	50		100-

Attachment: FY21 Library Budget (1139 : Library Discussion and Direction)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020-21 ADJUSTED BUDGET	ACTUALS THROUGH DECEMBER	REMAINING BUDGET AVAILABLE	% BUDGET EXPENDED AT MIDYR	MIDYEAR REQUEST	% CHANGE MIDYEAR TO ADJ BUD
001-0606-731.01-65	FURLOUGH						
001-0606-731.01-80	SENIOR LIBRARY ASST						
001-0606-731.01-81	SENIOR LIBRARY ASSIST 50%	23,643	11,477	12,166	49		100-
001-0606-731.01-92	LIBRARY ASSISTANT I/II	41,197	24,072	17,125	58		100-
001-0606-731.01-93	LIBRARY ASSISTANT I/II50%	40,303	15,986	24,317	40		100-
*	COUNTY LIBRARY SALARIES	201,963	99,509	102,454	49		100-
	HOURLY & OTHER COMP.						
001-0606-731.02-01	EXTRA HELP	13,800	11,281	2,519	82		100-
001-0606-731.02-30	OVERTIME						
001-0606-731.02-34	FLSA ADJUST						
001-0606-731.02-35	LONGEVITY						
001-0606-731.02-39	EXTRA STRAIGHT TIME HOURS						
001-0606-731.02-45	OUT OF CLASS PAY						
*	HOURLY & OTHER COMP.	13,800	11,281	2,519	82		100-
	BENEFITS						
001-0606-731.03-02	GROUP HEALTH FOR RETIREES	16,519	7,864	8,655	48		100-
001-0606-731.03-03	UNEMPLOYMENT		22,935	22,935-			
001-0606-731.03-04	ACCRUED BENEFITS						
001-0606-731.03-10	SOCIAL SECURITY	13,279	6,558	6,721	49		100-
001-0606-731.03-11	MEDICARE	3,295	1,697	1,598	52		100-
001-0606-731.03-13	MEDICAL/DENTAL/VISION	25,712	11,552	14,160	45		100-
001-0606-731.03-14	RETIREMENT-EMPLOYER	22,401	11,038	11,363	49		100-
001-0606-731.03-15	RETIREMENT-EMPLOYEE						
001-0606-731.03-16	DEFERRED COMPENSATION						
001-0606-731.03-17	LIFE INSURANCE	215	107	108	50		100-

H.2.a

Attachment: FY21 Library Budget (1131 : Library Discussion and Direction)

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ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020-21 ADJUSTED BUDGET	ACTUALS THROUGH DECEMBER	REMAINING BUDGET AVAILABLE	% BUDGET EXPENDED AT MIDYR	MIDYEAR REQUEST	% CHANGE MIDYEAR TO ADJ BUD
001-0606-731.03-18	SDI	1,143	564	579	49		100-
001-0606-731.03-19	CASH-CAFETERIA PLAN	14,603	7,500	7,103	51		100-
001-0606-731.03-20	UNFUNDED LIABILITY PYMNT	28,895	29,327	432-	102		100-
*	BENEFITS	126,062	99,142	26,920	79		100-
	COUNTY LIBRARY SERVICES						
001-0606-731.04-06	COMMUNICATIONS	12,500	4,214	8,286	34		100-
001-0606-731.04-09	HOUSEHOLD / JANITORIAL						
001-0606-731.04-10	INSURANCE	7,510	3,755	3,755	50		100-
001-0606-731.04-12	MAINTENANCE OF EQUIPMENT	700		700			100-
001-0606-731.04-13	MAINTENANCE OF BUILDINGS	1,500		1,500			100-
001-0606-731.04-15	MEMBERSHIPS	500	218	282	44		100-
001-0606-731.04-16	MISCELLANEOUS EXPENSE		4,323	4,323-			
001-0606-731.04-17	OFFICE EXPENSE	5,000	105	4,895	2		100-
001-0606-731.04-18	PROFESSIONAL SERVICES	46,000	12,200	33,800	27		100-
001-0606-731.04-20	POSTAGE	5,000	344	4,656	7		100-
001-0606-731.04-31	RENTS & LEASES-BUILDINGS						
001-0606-731.04-33	LIBRARY SERVICES	3,800	1,420	2,380	37		100-
001-0606-731.04-34	CONTRACTS	98,000	83,054	14,946	85		100-
001-0606-731.04-35	BOOKS/AUDIOS/VIDEOS/MAGS	38,000		38,000			100-
001-0606-731.04-36	SP DEPT-EDUCATION REIMB						
001-0606-731.04-37	SUMMER READING PROGRAM						
001-0606-731.04-38	SMALL BUSINESS GRANT						
001-0606-731.04-50	COUNTY VEHICLE EXPENSE	500		500			100-
001-0606-731.04-60	UTILITIES	30,000	12,376	17,624	41		100-

H.2.a

Attachment: FY21 Library Budget (1133 : Library Discussion and Direction)

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ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020-21 ADJUSTED BUDGET	ACTUALS THROUGH DECEMBER	REMAINING BUDGET AVAILABLE	% BUDGET EXPENDED AT MIDYR	MIDYEAR REQUEST	% CHANGE MIDYEAR TO ADJ BUD
001-0606-731.04-70	NSF CHARGES						
001-0606-731.04-71	COPIER EXPENSE						
001-0606-731.04-80	EQUIPMENT	4,500		4,500			100-
001-0606-731.04-81	SOFTWARE						
001-0606-731.04-88	FUEL EXPENSE	1,500		1,500			100-
001-0606-731.04-90	TRAINING & SEMINARS	1,000		1,000			100-
001-0606-731.04-91	PRIVATE VEHICLE USE	1,000		1,000			100-
*	COUNTY LIBRARY SERVICES	257,010	122,009	135,001	47		100-
	FIXED ASSETS						
001-0606-731.06-50	CODING ROBOT						
*	FIXED ASSETS						
**	EXPENDITURE	598,835	331,941	266,894	55		100-
***	COUNTY LIBRARY	515,692	304,938	210,754	59		100-
****	GENERAL FUND	515,692	304,938	210,754	59		100-

Attachment: FY21 Library Budget (1139 : Library Discussion and Direction)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ADJUSTED BUDGET	YEAR TO DATE REVENUE OR DISBURSEMENTS	AVAILABLE BUDGET	PERCENTAGE OF ANNUAL BUDGET USED	CURRENT MONTH REVENUE OR DISBURSEMENTS
	COUNTY LIBRARY					
	REVENUE					
	STATE REVENUE					
001-0606-305.74-09	LIBRARY STATE GRANTS	46,000-		46,000.00-		
001-0606-305.74-35	LSTA GRANT - ROBOT	10,000-		10,000.00-		
*	STATE REVENUE	56,000-		56,000.00-		
	LIBRARY SERVICES					
001-0606-307.05-01	LIBRARY FINES & FEES	8,000-	284.80-	7,715.20-	4	
*	LIBRARY SERVICES	8,000-	284.80-	7,715.20-	4	
	MISCELLANEOUS REVENUE					
001-0606-308.01-31	DONATIONS	16,000-	21,637.20-	5,637.20	135	
*	MISCELLANEOUS REVENUE	16,000-	21,637.20-	5,637.20	135	
	TRANSFERS IN					
001-0606-309.16-00	TRANSFERS IN	3,143-		3,143.00-		
*	TRANSFERS IN	3,143-		3,143.00-		
**	REVENUE	83,143-	21,922.00-	61,221.00-	26	
	EXPENDITURE					
	COUNTY LIBRARY SALARIES					
001-0606-731.01-01	LIBRARY DIRECTOR	96,820	39,833.16	56,986.84	41	8,140.88
001-0606-731.01-81	SENIOR LIBRARY ASSIST 50%	23,643	9,452.56	14,190.44	40	2,002.08
001-0606-731.01-92	LIBRARY ASSISTANT I/II	41,197	17,044.79	24,152.21	41	4,950.51
001-0606-731.01-93	LIBRARY ASSISTANT I/II50%	40,303	15,985.55	24,317.45	40	3,285.99
*	COUNTY LIBRARY SALARIES	201,963	82,316.06	119,646.94	41	18,379.46
	HOURLY & OTHER COMP.					
001-0606-731.02-01	EXTRA HELP	13,800	8,383.73	5,416.27	61	1,472.69
*	HOURLY & OTHER COMP.	13,800	8,383.73	5,416.27	61	1,472.69
	BENEFITS					
001-0606-731.03-02	GROUP HEALTH FOR RETIREES	16,519	6,552.96	9,966.04	40	1,310.49
001-0606-731.03-03	UNEMPLOYMENT	0	10,809.00	10,809.00-		
001-0606-731.03-10	SOCIAL SECURITY	13,279	5,428.77	7,850.23	41	1,208.70
001-0606-731.03-11	MEDICARE	3,295	1,391.18	1,903.82	42	304.03
001-0606-731.03-13	MEDICAL/DENTAL/VISION	25,712	9,805.47	15,906.53	38	1,688.64
001-0606-731.03-14	RETIREMENT-EMPLOYER	22,401	9,130.72	13,270.28	41	2,039.52

Attachment: 001-0606 Library FY21 YTD Revenue and Expenditures (11341 : Library Discussion and

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ADJUSTED BUDGET	YEAR TO DATE REVENUE OR DISBURSEMENTS	AVAILABLE BUDGET	PERCENTAGE OF ANNUAL BUDGET USED	CURRENT MONTH REVENUE OR DISBURSEMENTS
001-0606-731.03-17	LIFE INSURANCE	215	89.50	125.50	42	17.90
001-0606-731.03-18	SDI	1,143	464.61	678.39	41	110.83
001-0606-731.03-19	CASH-CAFETERIA PLAN	14,603	6,247.97	8,355.03	43	1,298.53
001-0606-731.03-20	UNFUNDED LIABILITY PYMNT	28,895	29,327.28	432.28-	102	
*	BENEFITS	126,062	79,247.46	46,814.54	63	7,978.64
	COUNTY LIBRARY SERVICES					
001-0606-731.04-06	COMMUNICATIONS	12,500	3,370.83	9,129.17	27	738.09
001-0606-731.04-10	INSURANCE	7,510	1,877.50	5,632.50	25	
001-0606-731.04-12	MAINTENANCE OF EQUIPMENT	700		700.00		
001-0606-731.04-13	MAINTENANCE OF BUILDINGS	1,500		1,500.00		
001-0606-731.04-15	MEMBERSHIPS	500	218.00	282.00	44	218.00
001-0606-731.04-16	MISCELLANEOUS EXPENSE	0	4,323.14	4,323.14-		280.13
001-0606-731.04-17	OFFICE EXPENSE	5,000	96.00	4,904.00	2	
001-0606-731.04-18	PROFESSIONAL SERVICES	46,000	9,250.00	36,750.00	20	1,943.75
001-0606-731.04-20	POSTAGE	5,000	253.19	4,746.81	5	130.92
001-0606-731.04-33	LIBRARY SERVICES	3,800	1,419.55	2,380.45	37	324.21
001-0606-731.04-34	CONTRACTS	98,000	39,680.00	58,320.00	40	125.00
001-0606-731.04-35	BOOKS/AUDIOS/VIDEOS/MAGS	38,000		38,000.00		
001-0606-731.04-50	COUNTY VEHICLE EXPENSE	500		500.00		
001-0606-731.04-60	UTILITIES	30,000	10,773.11	19,226.89	36	1,870.75
001-0606-731.04-80	EQUIPMENT	4,500		4,500.00		
001-0606-731.04-88	FUEL EXPENSE	1,500		1,500.00		
001-0606-731.04-90	TRAINING & SEMINARS	1,000		1,000.00		
001-0606-731.04-91	PRIVATE VEHICLE USE	1,000		1,000.00		
*	COUNTY LIBRARY SERVICES	257,010	71,261.32	185,748.68	28	5,630.85
**	EXPENDITURE	598,835	241,208.57	357,626.43	40	33,461.64
***	COUNTY LIBRARY	515,692	219,286.57	296,405.43	43	33,461.64
		515,692	219,286.57	296,405.43	43	33,461.64

Attachment: 001-0606 Library FY21 YTD Revenue and Expenditures (11341 : Library Discussion and

MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 9

RESOLUTION - ACTION REQUESTED 2021-46

MEETING: January 26, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: MOU with Anthem for Value Based Payment Behavioral Health Integration Incentive Program

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RECOMMENDATION AND JUSTIFICATION:
Approve a Memorandum of Understanding (MOU) with Anthem to facilitate implementation of Mariposa County's Behavioral Health Integration project (BHI); and Authorize the Health and Human Services Agency (HHSA) Director to Sign the Memorandum of Understanding.

Section 14188.1 of the Welfare and Institutions Code authorizes the California Department of Health Care Services ("DHCS") to develop the Proposition 56 Value-Based Payment ("VBP") Program, including the Behavioral Health Integration ("BHI") program in Medi-Cal managed care, with the goals of improving physical and behavioral health outcomes, efficiency in care delivery, and improved patient experience by integrating and coordinating primary care, mental health, and substance use disorder treatment for Medi-Cal beneficiaries.

The purpose of this MOU is to establish terms and conditions as well as the responsibilities of HHSA and Anthem in the implementation of BHI. HHSA is directly responsible for implementation and compliance of the project(s) in accordance with BHI Incentive Program application (see Exhibit 1). HHSA will be reimbursed up to $440,537 for program activities performed. Specific involvement from HHSA includes expending project award funds to carry out activities and achieve milestones, implementing practice redesign and infrastructure development components, and delivering scheduled reports that measure target population impact. Anthem will monitor project milestones and report to DHCS on project performance.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Since 2014, the Board of Supervisors has approved numerous agreements with Anthem for multiple departments within the County of Mariposa.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this MOU is not approved, HHSA will be negatively impacted in its pursuit to improve behavioral health outcomes and efficiency in care delivery for the County of Mariposa clients.

FINANCIAL IMPACT:
Costs for this program will be reimbursed by new Prop. 56 Value-Based Payment ("VBP") Program funding. HHSA will be reimbursed up to $440,537 for program activities performed. There is no impact to the County General Fund.

ATTACHMENTS:
MOU with Anthem - Jan 14 2021 (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF MARIPOSA
AND
Blue Cross of California dba Anthem Blue Cross
FOR PROPOSITION 56 VALUE-BASED PAYMENT BEHAVIORAL HEALTH INTEGRATION INCENTIVE PROGRAM

This Memorandum of Understanding ("MOU") is made and entered into as of this ____ day of _____, 2021, by and between COUNTY OF MARIPOSA ("Provider") and Blue Cross of California dba Anthem Blue Cross on behalf of itself and its affiliates ("Plan") in order to facilitate successful implementation of the Provider's behavioral health integration project(s) ("BHI Project(s)") set forth in the approved BHI Incentive Program application.

Whereas, Section 14188.1 of the Welfare and Institutions Code authorized the Department of Health Care Services ("DHCS") to develop the Proposition 56 Value-Based Payment ("VBP") Program, including the Behavioral Health Integration ("BHI") program in Medi-Cal managed care, with the goals of improving physical and behavioral health outcomes, efficiency in care delivery, and improved patient experience by integrating and coordinating primary care, mental health, and substance use disorder treatment for Medi-Cal beneficiaries; and,

Whereas, DHCS established an application process in partnership with managed care plans whereby eligible providers submitted BHI Incentive Program applications establishing BHI project(s) to be considered for BHI Incentive Program payments, and incentivized plans to oversee and administer payment for approved BHI project(s); and,

Whereas, the Provider's BHI project(s) has been selected by the Plan for the BHI Incentive Program according to the terms of the Provider's BHI Incentive Program application; and,

Whereas, the Plan is responsible for oversight and administration of payments to the Provider consistent with the terms of the BHI Incentive Program, any terms imposed as a condition of federal approval of the BHI Incentive Program, and any DHCS guidance related to the BHI Incentive Program.

Attachment: MOU with Anthem - Jan 14 2021 (RES-2021-46 : MOU with Anthem for Value Based Payment Behavioral Health Integration

Therefore, the Provider and Plan agree as follows:

1. **Term**. The Term of this MOU shall begin on 1/1/21 and shall terminate on 12/31/22 .

2. **Termination**. The terms of this MOU are contingent upon BHI Incentive Program application approval, the availability of sufficient state and federal Medicaid funding, and all necessary federal approvals to be obtained by DHCS. Should sufficient funds not be allocated, or federal financial participation be unavailable, services may be modified accordingly, or this MOU can be terminated by any party after giving 30 days advance written notice. The Plan may terminate this MOU with 30 days advance written notice to the Provider and DHCS due to the Provider's failure to meet terms of a corrective action plan as set forth in Section 5 (Corrective Action).

3. **Scope.** The Provider is responsible for the implementation of and compliance with the project(s), as set forth in their BHI Incentive Program application, which is attached as Exhibit 1 and incorporated here by reference, including reporting to the plan on the achievement of milestones and objectives consistent with the terms of the BHI Incentive Program application. The Provider shall promptly notify the Plan of any material change in information submitted in support of the project(s) or the BHI Incentive Program application, including changes in organizational leadership, business operations, and financial standing. The Plan is responsible for overseeing the project(s), including monitoring and verifying milestone achievement and administering payments consistent with the terms of the project(s) or the BHI Incentive Program application, any terms imposed as a condition of federal approval of the BHI Incentive Program, and any subsequent administrative DHCS guidance related to the BHI Incentive Program.

4. **Confidentiality.** The Plan and Provider collaboration in support of project(s) may require the exchange of confidential or proprietary information ("Confidential Information") as may be identified by either party. The Plan and Provider agree to abide by processes and requirements applicable to the exchange of either party's respective confidential information, in accordance with applicable state or federal law.

5. **Corrective Action**. In recognition of the need for project flexibility, the Plan may utilize a corrective action plan, or other mutually agreed upon or DHCS-required mechanism, for modifying the project terms to facilitate the Provider's compliance with project terms or to adjust project goals and objectives and related payments, as necessary. Such modifications are subject to DHCS review and approval. Provider noncompliance with modified project terms may result in termination of this MOU consistent with Section 2 (Termination). In the event of project termination, the

Attachment: MOU with Anthem - Jan 14 2021 (RES-2021-46 : MOU with Anthem for Value Based Payment Behavioral Health Integration

Provider shall return funds as directed by the Plan.

6. **Provider Responsibilities**:

A. **Use of Funding**

i. The Provider shall expend project award funds for the purposes of carrying out activities and achieving milestones as set forth in the approved project(s).

ii. The Provider shall document to the Plan, in a form and manner determined by the Plan, that project activities have been carried out and milestones have been achieved.

iii. To the extent the Provider does not or is unable to carry out project activities and achieve milestones, the Provider shall notify the Plan and return any funds that the Provider may have received related to those project activities or milestones.

B. **Practice Redesign and Infrastructure Development Reporting**

i. The Provider will implement the practice redesign and infrastructure development components set forth in the BHI Incentive Program application.

ii. The Provider will shall report to the Plan on the progress of the project's practice redesign and infrastructure development on a schedule in a format and process specified in the BHI Incentive Program application, or as otherwise mutually agreed upon by the Plan and Provider.

C. **Milestone Achievement**

i. The Provider will perform tasks necessary to meet milestones required by the BHI Incentive Program application. The Provider shall provide the Plan with information necessary to demonstrate progress in achieving milestones as set forth in the BHI Incentive Program application.

D. **Measure Reporting**

i. The Provider will report to the Plan on target population measures on a schedule in a format and process required by the BHI Incentive Program application, or as otherwise mutually agreed upon by the Plan and Provider.

Attachment: MOU with Anthem - Jan 14 2021 (RES-2021-46 : MOU with Anthem for Value Based Payment Behavioral Health Integration

ii. The Provider will report measures to the Plan consistent with the specifications required by the respective measure author (e.g., National Committee for Quality Assurance).

7. **Plan Responsibilities**

A. **Monitoring Project Milestones and Measures**. The Plan will collect and evaluate all information related to implementation of the Provider's project(s) for the purposes of ensuring progress toward the Provider's goals and objectives, reporting to DHCS and other objectives as set forth in the BHI Incentive Program application.

B. **Reporting to DHCS.** The Plan will report to DHCS on the project status as specified in the terms of the BHI Incentive Program application, the terms of federal approval for the BHI Incentive Program, and any applicable DHCS-issued guidance.

C. **Information Exchange**. The Plan will provide the Provider with the following information to support the Provider on reporting project target population(s):

i. DHCS Performance Measurement Template

D. Administration of Project Funds

a. **Initial Payment**. Within 30 days of DHCS approval of the MOU and Milestones, the Plan will provide initial payment, in the amount awarded for Program Readiness, to the Provider as set forth in the terms of the project and BHI Incentive Program application. All payments are contingent upon receipt of funds from DHCS.

b. **Milestone Payments.** Subsequent to the initial payment, all ongoing payments to the Provider will be tied to achieving practice redesign components, milestones, or defined progress toward goals required by terms of the project and BHI Incentive Program application. The Plan will remit milestone payments to the Provider within 30 days of the DHCS approving Provider's successful demonstration of each milestone achievement per the terms of the project. The Plan may adjust milestone measurement and related payments consistent with the terms of a corrective action plan. The Plan

Attachment: MOU with Anthem - Jan 14 2021 (RES-2021-46 : MOU with Anthem for Value Based Payment Behavioral Health Integration

will not make any milestone payment until all past due reporting is completed.

8. **Liaison.** The Plan and Provider will each designate a liaison(s) to serve as a point of contact for activities performed related to this MOU.

9. **MOU Monitoring.** The Plan and Provider will meet on a mutually agreed upon frequency, or upon request to monitor the performance of parties' responsibilities related to this MOU.

10. **Dispute Resolution.** If there is a dispute that cannot be resolved by the parties through Section 9 "MOU Monitoring," either party can submit a request for resolution to the Department of Health Care Services. A party shall give the other five business days of notice of its intent to submit a request for resolution.

Witness whereof, the parties hereto have executed this MOU as of _____, 2021.

Attest:

COUNTY OF MARIPOSA

By:

Date:

Blue Cross of California dba Anthem Blue Cross

By:

Date:

ATTACHMENTS:

Included in MOU	Exhibit/Attachment
X	Exhibit 1 – Approved Provider VBP BHI Project ("Project")

Attachment: MOU with Anthem - Jan 14 2021 (RES-2021-46 : MOU with Anthem for Value Based Payment Behavioral Health Integration

Exhibit 1



Behavioral Health Integration Incentive Program Application

Application due January 21, 2020

Attachment: MOU with Anthem - Jan 14 2021 (RES-2021-46 : MOU with Anthem for Value Based Payment Behavioral Health Integration

Background

According to California Department of Health Care Services (DHCS) mental health prevalence estimates, 15.9% of Californian adults suffer from a mental health disorder (MHD). This translates to 4.4 million Californians who are in need of mental health treatment. Nearly two million Californians are suffering from a serious mental illness (SMI), 4.3% of whom are adults and 7.6% children. A common co-occurring condition with MHD is substance use disorder (SUD), which affects 8.8% of Californians. A fragmented health care system is ill equipped to treat people with chronic medical and behavioral health issues.

The prevalence of MHDs varies greatly by economic status. Adult members of households below 200% of the federal poverty level are 150% more likely to have a MHD. Among the SMI population, the disparity is even greater. Adult members of households below 200% of the federal poverty level are almost two times more likely to have a MHD. The prevalence of MHDs also varies greatly by race/ethnicity. Native Americans and Latinos are the most likely to have MHDs (20%), followed by African Americans (19%), Whites (14%), and Asians (10%), who are the least likely to report having MHDs.[1] Within distinct cultures and communities of color, stigma and cultural attitudes about behavioral health have a significant impact on whether individuals seek care and adhere to care plans, and will need to be a factor in designing care teams and treatment plans.

Additionally, drug overdose deaths, including those involving opioids, continue to increase in the United States. Deaths from drug overdose are up among all genders, races, and adults of nearly all ages.[2] Two out of three drug overdose deaths involve an opioid.[3] The current opioid crisis is arguably the most deadly public health epidemic in the U.S. since the 1918 influenza pandemic. However, stimulant use is on the rise in the West and Midwest (and in more rural areas), and methamphetamine is used at an increasing rate among this patient population. In 2018, the overdose rate from methamphetamines in California exceeded that of opioids[4]. While there is no medication to treat stimulant use, there are evidenced-based practices that can be employed to treat this SUD.

MHDs and SUDs reduce a person's life expectancy by 10 to 25 years, which is equivalent to reduced life expectancy from heavy smoking.[5] People with a MHD and/or SUD die from the same causes as the general population, such as heart disease, diabetes, and cancer. However, these diseases are more prevalent among people who

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[1] California Mental Health Prevalence Estimates, Task Team: HSRI, TAC and Expert Consultation From Charles Holzer. http://www.dhcs.ca.gov/provgovpart/Documents/CaliforniaPrevalenceEstimates.pdf

[2] Hedegaard H, Miniño AM, Warner M. Drug overdose deaths in the United States, 1999–2017. NCHS Data Brief, no 329. Hyattsville, MD: National Center for Health Statistics. 2018.

[3] Wide-ranging online data for epidemiologic research (WONDER). Atlanta, GA: CDC, National Center for Health Statistics; 2018. Available at http://wonder.cdc.gov.

[4] California Opioid Dashboard: https://discovery.cdph.ca.gov/CDIC/ODdash/

[5] University of Oxford, "Many mental illnesses reduce life expectancy more than heavy smoking " ScienceDaily. ScienceDaily, 23 May 2014. www.sciencedaily.com/releases/2014/05/140523082934.htm.

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suffer from a MHD or SUD and lead to earlier death.[6] For the entire population, the greatest risk factors for such diseases are smoking, obesity, hypertension, poor diet, and low levels of physical activity. Such health risks have an increased prevalence among those with a MHD and/or SUD, and have an earlier onset. In addition, untreated MHD or SUD often prevents people from adhering to effective medical therapy for these and other diseases, turning what would be a treatable disease into a lethal disease.

Furthermore, MHDs and SUDs in pregnancy and postpartum women affect both the mother and child. Up to one in five women face pregnancy-related or postpartum depression, anxiety, or other maternal MHDs,[7] which affect a child's growth and development as well a mother's ability to function and form healthy bonds.[8] Prenatal substance use continues to be a significant problem, which, if untreated, poses maternal and fetal health risks and can have lasting effects on an exposed child's growth, behavior, cognition, executive functioning, language, achievement, and future drug use.[9]

Only one in three people with a MHD and one in ten people with a SUD access treatment,[10] and individuals who do not access treatment experience serious health burdens and are at risk of premature death.[11] The Substance Abuse and Mental Health Services Administration and Health Resources Services Administration's jointly fund the Center for Integrated Health Solutions (SAMHSA-HRSA CIHS), which advocates for providing better care to those with co-occurring conditions, whether medical or behavioral, by integrating care. Care for individuals with complex medical and social needs is too often fragmented. These individuals seek care from multiple service systems that can each be confusing and difficult to navigate. As a result, persons with co-morbid physical and behavioral health conditions are typically high utilizers of hospital services. When behavioral health (BH) conditions are detected early and treated appropriately, those individuals experience a greater quality of life, better self-care, improved adherence to medical and behavioral health treatments, and better overall health outcomes.[12]

The implementation of validated screening tools along with brief intervention techniques serve as strategies for early detection of MHDs and SUDs, resulting in reduced alcohol and other drug misuse and earlier intervention and treatment opportunities. When preventive efforts are combined with coordinated care efforts (e.g., psych-consultation, team-care approach, peer providers, enhanced linkages to community, and BH settings), the result is a significant improvement in health outcomes. One example of

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[6] Druss BG, Zhao L, Von Esenwein S, et al. Understanding excess mortality in persons with mental illness. 17-year follow up of a nationally representative US survey. Med Care. 2011;49(6):599–604.
[7] https://www.cdph.ca.gov/Programs/CFH/DMCAH/Pages/Communications/Maternal-Mental-Health.aspx
[8] https://www.who.int/mental_health/maternal-child/maternal_mental_health/en/
[9] https://pediatrics.aappublications.org/content/pediatrics/131/3/e1009.full.pdf
[10] Behavioral Health Barometer: California, Volume 4, Substance Abuse and Mental Health Services Administration, 2017, www.samhsa.gov
[11] Druss BG, Zhao L, Von Esenwein S, et al. Understanding excess mortality in persons with mental illness: 17-year follow up of a nationally representative US survey. Med Care. 2011; 49(6):599–604
[12] SAMHSA-HRSA Center for Integrated health Solutions. http://www.integration.samhsa.gov/

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such success is the IMPACT model, also called collaborative care, which led to clinical outcomes that were twice as good as compared to general care.[13] Programs such as collaborative care not only improve care at the individual and population levels, but lead to lower overall health care costs.[14]

Objective

The objective of the DHCS Behavioral Health Integration (BHI) Incentive Program is to incentivize plans to improve physical and behavioral health outcomes, care delivery efficiency, and patient experience by establishing or expanding fully integrated care in a Medi-Cal managed health care plan's (MCP) network, using culturally and linguistically appropriate teams with expertise in primary care, substance use disorder conditions, and mental health conditions who deliver coordinated comprehensive care for the whole patient.

The goal of the BHI Incentive Program is to increase MCP network integration for providers at all levels of integration (those just starting behavioral health integration in their practices as well as those that want to take their integration to the next level), focus on new target populations or health disparities, and improve their level of integration or impact.

General Instructions

Thank you for your interest in the DHCS BHI Incentive Program. DHCS collaborated with MCPs to roll out a standard, statewide BHI Incentive Program application. DHCS will work directly with MCPs across the state to achieve the goals and objectives of the BHI Incentive Program.

In order to apply, providers must complete and sign this application and submit it directly to the local MCP. Prior to completing this application, applicants should carefully review the entire application and other supporting documents that are available on the DHCS website https://www.dhcs.ca.gov/provgovpart/Pages/VBP_BHI_IncProApp.aspx, and consult with the local MCP.

If the provider is contracted with more than one MCP, the provider shall choose one MCP to receive their application. If the provider is awarded BHI funding by the MCP, the selected MCP will be responsible for oversight and payment to the provider for meeting the BHI Incentive Program milestones, based on their approved application.

Please complete the BHI Incentive Program application and return it to the applicable MCP no later than **5 p.m. PST on January 21, 2020**. The MCP may require the application to be submitted to the MCP's online grants management system portal. Incomplete applications will not be considered. In order for this application to be considered complete for the purposes of submission, all components of the application

[13] IMPACT. Evidence-based depression care. http://impact-uw.org/

[14] Jurgen Unützer, Jeffrey Lieberman. Collaborative Care: An Integral Part of Psychiatry's Future. Psychiatry Online, Psychiatric News Article, November 12, 2013

Attachment: MOU with Anthem - Jan 14 2021 (RES-2021-46 : MOU with Anthem for Value Based Payment Behavioral Health Integration

must be completed, the application must be signed, and the four attachments below must be included:

1. Detailed budget for the applicant's defined milestones and associated proposed incentive funding.
2. Letter of support from their county mental health managed care plan, if the selected BHI project addresses SMI or requires coordination with county mental health.
3. Letter of support from their county substance use disorder managed care plan or substance use disorder fee-for-service program. This attachment is only required if the selected BHI project addresses SUD.
4. An executed *DHCS Behavioral Health Integration Incentive Program Memorandum of Understanding (MOU) (Appendix B)*. (If the applicant is selected for the BHI Incentive Program, the applicable MCP will sign the MOU and return a fully executed copy to the awardee.)

The application review process and timing is as follows:

Deliverable/Activity	Date
1. DHCS releases BHI Incentive Program RFA	November 12, 2019
2. DHCS conducts webinar for potential applicants/interested entities	November 22, 2019 at 1:00p.m.
3. BHI Incentive Program Applications due to the MCP(s)	January 21, 2020
4. MCPs review applications based on the standardized scoring tool	February 18, 2020
5. Participation decisions go out from MCPs to applicants	March 18, 2020
6. BHI Incentive Program start date for approved applicants	April 1, 2020
7. BHI Incentive Program operations duration	April 1, 2020 to December 31, 2022

DHCS BHI Incentive Program Application Overview

Through this BHI Incentive Program application, each applicant will select one or more behavioral health integration projects to implement over a 33-month period (April 2020 through December 31, 2022). The applicant will demonstrate how they will meet various behavioral health integration goals, objectives, and milestones. Each BHI project contains a target population, practice redesign components, and corresponding performance measures. Each application will:

- Identify which BHI project(s) they have selected.

Attachment: MOU with Anthem - Jan 14 2021 (RES-2021-46 : MOU with Anthem for Value Based Payment Behavioral Health Integration

- Identify the specific target population for each selected BHI project (pediatric, adolescent, and/or adult) based on the population(s) served by the entity.
    - Optional: Identify if the project will focus on reducing disparities by race, ethnicity, or primary language. If the entity chooses to target disparities, the entity must identify the specific disparity target population (e.g., non-English speaking, Native American, Black, Hispanic) and report selected measures stratified by the relevant target disparity population.
- Describe the practice redesign component/tasks they will implement to achieve the goals and objectives of the selected BHI project(s).
- Identify which performance measures the applicant will report, in addition to the required measures for each BHI project (if applicable). Each BHI project will indicate how many performance measures are required.

In Incentive Program Year 1 (April through December 2020), MCPs will receive a flat incentive payment to reward selected BHI applicants that report baseline data, build infrastructure, hire staff, modify IT systems, and begin implementing practice redesign components as outlined in their application. For Incentive Program Years 2 (calendar year 2021) and 3 (calendar year 2022), MCPs will receive incentive payments from DHCS based on achieving outlined milestones and performance metrics to reward selected BHI applicants for completing Incentive Program redesign component milestones and reporting all performance metrics. The Incentive Program milestones, and the funding amounts for each, will be listed in the application. The total funding amounts that DHCS will award, per selected BHI applicant, will be the same for Incentive Program Years 2 and 3. The funding amount for Incentive Program Year 1 will be two-thirds of the amount that is available for each of the subsequent program years, which the application should reflect.

Section 1: BHI Incentive Program Applicant Information

The purpose of this section is to provide information about the BHI Incentive Program lead applicant. Primary care, specialty care, perinatal care, hospital based and behavioral health providers, federally qualified health centers (FQHCs)/rural health clinics (RHCs)[15], Indian health services (IHS) and public providers who provide services to Medi-Cal beneficiaries are eligible to submit BHI Incentive Program applications. County-based providers are eligible to apply.

All applicants must have a signed MCP network provider agreement.

[15] FQHC/RHC providers are eligible to apply if they provide behavioral health services, and/or intend to add such services, and indicate the intention to apply for a scope of service change in the future

Attachment: MOU with Anthem - Jan 14 2021 (RES-2021-46 : MOU with Anthem for Value Based Payment Behavioral Health Integration

1.1 BHI Incentive Program Applicant and Contact Person

Organization Name	Mariposa County Health and Human Services Agency Behavioral Health and Recovery Services (BHRS)
Type of Entity (from lead entity description above)	Public providers who provide services to Medi-Cal beneficiaries
Service Location Physical Address(es)	BHRS 5362 Lemee Ln Mariposa CA 95338 BHRS Community Health Center 5300 Hwy 49N Mariposa CA 95338 John C. Fremont Healthcare District 5189 Hospital Rd Mariposa CA 95338
Geographic Service Area(s)	Mariposa County, California
Number of all Medi-Cal Members Served Per Year	1131 Medi-cal Beneficiaries
Percentage of all clients served per year who are Medi-Cal Members at Sites Implementing BHI	88.34%
Contact Person	Tim Schendel LCSW CCM
Contact Person Title	Social Worker Supervisor II
Telephone Number	209. 966.6656 209.966.2000
Email Address	tschendel@mariposahsc.org
Mailing Address	Tim Schendel HHSA/BHRS 5362 Lemee Ln Mariposa CA 95338

Section 2: BHI Incentive Program Project Options

The purpose of this section is to identify the applicant's selected BHI project(s). The first part of this section describes the project options. The applicant will indicate their project selection(s) and additional information in the second part of this section. Applicants can select up to six BHI projects.

Attachment: MOU with Anthem - Jan 14 2021 (RES-2021-46 : MOU with Anthem for Value Based Payment Behavioral Health Integration

BHI Project Options

Below is a list of allowable BHI projects that can be applied in either a pediatric, adolescent, and/or an adult practice:

1. Basic Behavioral Health Integration
2. Maternal Access to Mental Health and Substance Use Disorder Screening and Treatment
3. Medication Management for Beneficiaries with Co-occurring Chronic Medical and Behavioral Diagnoses
4. Diabetes Screening and Treatment for People with Serious Mental Illness
5. Improving Follow-Up after Hospitalization for Mental Illness
6. Improving Follow-Up after Emergency Department Visit for Behavioral Health Diagnosis

Below are the target population goals, practice redesign considerations, and performance measures for each BHI project. Please note that the practice redesign considerations are just overall guidance on practice redesign components to consider when putting together the BHI project plan.

See *Appendix A: Core Components and Tasks of Effective Integrated Behavioral Health Care Programs* for examples of integration components/tasks that could be incorporated into the applicant's BHI project across the following categories:

- Patient Identification and Diagnosis
- Engagement in Integrated Care Programs
- Evidence-Based Treatment
- Systematic Follow-up, Treatment Adjustment, and Relapse Prevention
- Communication and Care Coordination
- Systematic Psychiatric Case Review and Consultation
- Program Oversight and Quality Improvement
- Strategies and Practice Redesign Components to Increase Level of Integration

Basic Behavioral Health Integration

Target Population Goal:
Improve evidence-based medical and behavioral health integration practices with a primary care, specialty care, or behavioral health provider's office or clinic. This package is best suited for practices that are new to behavioral health integration.

Practice Redesign:
Ensure culturally appropriate interventions and systems are in place to support initial and continuous patient linkage between appropriate physical, mental, and

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substance use disorder services. Preventive care screenings,[16] including behavioral health screenings (e.g., PHQ-2, PHQ-9, GAD-7, and SBIRT), should be implemented for all patients to identify unmet needs. When screenings are positive, providers will take immediate steps, including providing brief interventions (e.g., motivational interviewing techniques) to ensure access for further evaluation and evidence-based treatment, when necessary. Preferably, this should include a warm transfer to the appropriate provider if the screening provider is unable to provide the service.

Required Measures for the Behavioral Health Integration Package		
NCQA	Screening for Unhealthy Alcohol Use	Pediatric and Adult
CMS	Screening for Depression and Follow-Up Plan: Ages 12–17 (CDF-CH)	Pediatric
CMS	Screening for Depression and Follow-Up Plan: Age 18 and Older (CDF-AD)	Adult
NCQA	Initiation and Engagement of Alcohol and Other Drug Abuse or Dependence Treatment (IET-AD)	Pediatric and Adult
NCQA	Antidepressant Medication Management (AMM-AD)	Adult
Applicant to select two or more additional measures to report from list below		
NCQA	Use of First-Line Psychosocial Care for Children and Adolescents on Antipsychotics (APP-CH)	Pediatric
NCQA	Use of Multiple Concurrent Antipsychotics in Children and Adolescents (APC-CH)	Pediatric
NCQA	Follow-Up Care for Children Prescribed Attention-Deficit/Hyperactivity Disorder (ADHD) Medication (ADD-CH)	Pediatric
NCQA	Adherence to Antipsychotic Medications for Individuals with Schizophrenia (SAA-AD)	Adult
PQA	Concurrent Use of Opioids and Benzodiazepines (COB-AD)	Adult
NCQA	Pharmacotherapy for Opioid Use Disorder [17]	Adult
NCQA	Diabetes Screening for People With Schizophrenia or Bipolar Disorder Who Are Using Antipsychotic Medications (SSD-AD)	Adult
NCQA	Diabetes Care for People with Serious Mental Illness: Hemoglobin A1c (HbA1c) Poor Control (>9.0%) (HPCMI-AD)	Adult
NCQA	Medical Assistance With Smoking and Tobacco Use Cessation (MSC-AD)	Adult
NCQA	Follow-Up After Hospitalization for Mental Illness: Ages 6–17 (FUH-CH)	Pediatric
NCQA	Follow-Up After Hospitalization for Mental Illness: Age 18 and Older (FUH-AD)	Adult
NCQA	Follow-Up After Emergency Department Visit for Alcohol and Other Drug Abuse or Dependence (FUA-AD)	Adult
NCQA	Follow-Up After Emergency Department Visit for Mental Illness (FUM-AD)	Adult
NCQA	Comprehensive Diabetes Care (CDC)[18]	Adult

[16] https://www.uspreventiveservicestaskforce.org/Page/Name/recommendations
[17] https://www.ncqa.org/wp-content/uploads/2019/02/20190208_07_POD.pdf
[18] https://www.ncqa.org/hedis/measures/comprehensive-diabetes-care/

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NCQA	Controlling High Blood Pressure	Adult

Maternal Access to Mental Health and Substance Use Disorder Screening and Treatment

Target Population Goal:
Increase prenatal and postpartum access to mental health and substance use disorder screening and treatment.

Practice Redesign:
Ensure culturally appropriate interventions and systems are in place to support initial and continuous patient linkage between appropriate physical, mental, and substance use disorder services. Preventive care screenings,[19] including behavioral health screenings (e.g., PHQ-2, PHQ-9, GAD-7, and SBIRT), would be implemented for all patients to identify unmet needs. When screenings are positive, providers will take immediate steps, including providing brief interventions (e.g., motivational interviewing techniques) to ensure access for further evaluation and evidence-based treatment when necessary. Preferably, this should include a warm transfer to the appropriate provider if the screening provider is unable to provide the service.

Required Measures for Maternal Mental Health and Substance Use Package[20]	
CMS	Screening for Depression and Follow-Up Plan: Ages 12–17 (CDF-CH)
CMS	Screening for Depression and Follow-Up Plan: Age 18 and Older (CDF-AD)
NCQA	Screening for Unhealthy Alcohol Use
NCQA	Initiation and Engagement of Alcohol and Other Drug Abuse or Dependence Treatment (IET-AD)
Applicant to select one or more additional measures to report from list below	
NCQA	Antidepressant Medication Management (AMM-AD)
NCQA	Follow-Up After Hospitalization for Mental Illness: Ages 6–17 (FUH-CH)
NCQA	Follow-Up After Hospitalization for Mental Illness: Age 18 and Older (FUH-AD)
NCQA	Follow-Up After Emergency Department Visit for Alcohol and Other Drug Abuse or Dependence (FUA-AD)
NCQA	Follow-Up After Emergency Department Visit for Mental Illness (FUM-AD)
NCQA	Pharmacotherapy for Opioid Use Disorder [21]

Medication Management for Beneficiaries with Co-occurring Chronic Medical and Behavioral Diagnoses

[19] https://www.uspreventiveservicestaskforce.org/Page/Name/recommendations
[20] This measure denominator technical specifications will be altered to allow for data collection that captures pregnant or postpartum women.
[21] https://www.ncqa.org/wp-content/uploads/2019/02/20190208_07_POD.pdf

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Target Population Goal:
Improve evidence-based behavioral health prescribing and management of psychotropic, opioid use disorder (OUD), and alcohol use disorder medications.

Practice Redesign:
Ensure culturally appropriate interventions and systems are in place to support improvement in medication adherence, follow-up care, psychosocial care, and metabolic monitoring. Implement appropriate systems to improve patient safety and medication adherence through monitoring per the current evidence-based clinical guidelines. Deploy sustainable interventions to target improvements in medication management and adherence, link to community treatment, and enhance self-management strategies.

Please note that for this BHI project, the entity would identify the specific target population (adults, children, or both) based on the population served by the entity. The entity would report the required measures and additional measures as applicable to the specified target population.

Required Children and Adolescent Measures for Medication Management Package	
NCQA	Follow-Up Care for Children Prescribed Attention-Deficit/Hyperactivity Disorder (ADHD) Medication (ADD-CH)
NCQA	Use of First-Line Psychosocial Care for Children and Adolescents on Antipsychotics (APP-CH)
NCQA	Use of Multiple Concurrent Antipsychotics in Children and Adolescents (APC-CH)
NCQA	Metabolic Monitoring for Children and Adolescents on Anti-Psychotic Medication
NCQA	Pharmacotherapy for Opioid Use Disorder [22]

Required Adult Measures for Medication Management Package	
NCQA	Antidepressant Medication Management (AMM-AD)
PQA	Use of Opioids at High Dosage in Persons Without Cancer (OHD-AD)
NCQA	Adherence to Antipsychotic Medications for Individuals with Schizophrenia (SAA-AD)
PQA	Concurrent Use of Opioids and Benzodiazepines (COB-AD)
NCQA	Pharmacotherapy for Opioid Use Disorder [23]

Diabetes Screening and Treatment for People with Serious Mental Illness

Target Population Goal:
Improve health indicators for patients with both diabetes and serious mental illness.

[22] https://www.ncqa.org/wp-content/uploads/2019/02/20190208_07_POD.pdf
[23] https://www.ncqa.org/wp-content/uploads/2019/02/20190208_07_POD.pdf

Practice Redesign:
Ensure culturally appropriate interventions and systems are in place to support initial and continuous patient linkage between appropriate physical, mental, and substance use disorder services. Preventive care screenings,[24] including medical and behavioral health screenings (e.g., United States Preventive Services Task Force (USPSTF) diabetes screenings, PHQ-2, PHQ-9, GAD-7, and SBIRT), would be implemented for all patients to identify unmet needs. When screenings are positive, providers will take immediate steps, including providing brief interventions (e.g., motivational interviewing techniques) to ensure access for further evaluation and evidence-based treatment when necessary. Preferably, this should include a warm transfer to the appropriate provider if the screening provider is unable to provide the service.

Required Measures for Diabetes Screening and Treatment for People with Serious Mental Illness	
NCQA	Diabetes Screening for People With Schizophrenia or Bipolar Disorder Who Are Using Antipsychotic Medications (SSD-AD)
NCQA	Diabetes Care for People with Serious Mental Illness: Hemoglobin A1c (HbA1c) Poor Control (>9.0%) (HPCMI-AD)
NCQA	Comprehensive Diabetes Care (CDC)[25]

Follow Up after Hospitalization for Mental Illness

Target Population Goal:
Improve timely follow up after hospitalization for mental illness.

Practice Redesign:
Culturally appropriate interventions are needed that link individuals in inpatient settings to outpatient mental health treatment following acute treatment.[26] Enhanced access to primary care and/or to mental health specialists could be integrated into discharge planning for these patients. Improved communication mechanisms and data sharing between inpatient and outpatient facilities to support linkages to primary care physicians, mental health specialists, and other community services through the discharge process are critical to successful follow up and ongoing treatment needs. Implementation of outpatient patient navigators, peer navigators, peer support, and/or case management, and developing protocols regarding follow up after hospitalization and/or missed visits.

Please note that for this BHI project, the entity would identify the specific target population (adults, children, or both) based on the population served by the entity. The entity would report the required measures as applicable to the specified target population.

[24] https://www.uspreventiveservicestaskforce.org/Page/Name/recommendations
[25] https://www.ncqa.org/hedis/measures/comprehensive-diabetes-care/
[26] https://www.ncbi.nlm.nih.gov/pmc/articles/PMC4182296/

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Required Measures for Follow-Up after Hospitalization for Mental Illness Package		
Child Core	NCQA	Follow-Up After Hospitalization for Mental Illness: Ages 6–17 (FUH-CH)
Adult Core	NCQA	Follow-Up After Hospitalization for Mental Illness: Age 18 and Older (FUH-AD)

Follow-Up after Emergency Department Visit for Behavioral Health Diagnosis

Target Population Goal: Improve timely follow-up after emergency department visit for mental illness and substance use disorder.

Practice Redesign: Integrate appropriate screening tools, staff training, and culturally appropriate decision support into the emergency department (ED) to ensure timely recognition of patients with mental health and/or substance use disorders. Enhanced access to primary care and/or to behavioral health specialists could be integrated into discharge planning for these patients. When appropriate, patients should be started on behavioral health medications in the ED. Use of ED care navigators (e.g., community physician liaison program, substance user navigators) may be used to support linkages to primary care physicians and mental health and substance use disorder specialists and other community services through the discharge process.

Required Measures for Follow-Up after Emergency Department Visit Package		
Adult Core	NCQA	Follow-Up After Emergency Department Visit for Alcohol and Other Drug Abuse or Dependence (FUA-AD)
Adult Core	NCQA	Follow-Up After Emergency Department Visit for Mental Illness (FUM-AD)

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Section 3: BHI Project Selection

The six BHI projects options are listed below, with a specific form for each project. Complete items a-g for each BHI project selected.

3.1 ☐ Basic Behavioral Health Integration

Check the box if this project is selected.

a. Check the box for the Specific Target Population(s) for this project (based on the populations served by the entity):

☐ **Pediatric**

☐ **Adolescent**

☐ **Adult**

In the white section below, provide an estimate of the number of the Medi-Cal members who are likely to be impacted by this BHI Project through your entity.

a:

b. Optional: ☐ Check this box if the project will focus on reducing disparities by race, ethnicity, and/or primary language and report stratified metrics for the target population.

If the project will focus to reduce disparities, identify the specific disparity target population(s) in the white section below.

b:

c. This BHI project requires the applicant to select two, or more, performance measures beyond the required measures. Check the boxes for the selected additional measures in the white section below. (See Project measure requirements on pages 6-11 for each Project.)

Applicant to select two, or more, measures to report from list below:		
☐ NCQA	Use of First-Line Psychosocial Care for Children and Adolescents on Antipsychotics (APP-CH)	Pediatric
☐ NCQA	Use of Multiple Concurrent Antipsychotics in Children and Adolescents (APC-CH)	Pediatric
☐ NCQA	Follow-Up Care for Children Prescribed Attention-Deficit/Hyperactivity Disorder (ADHD) Medication (ADD-CH)	Pediatric
☐ NCQA	Adherence to Antipsychotic Medications for Individuals with Schizophrenia (SAA-AD)	Adult
☐ PQA	Concurrent Use of Opioids and Benzodiazepines (COB-AD)	Adult

☐ NCQA	Pharmacotherapy for Opioid Use Disorder	Adult
☐ NCQA	Diabetes Screening for People With Schizophrenia or Bipolar Disorder Who Are Using Antipsychotic Medications (SSD-AD)	Adult
☐ NCQA	Diabetes Care for People with Serious Mental Illness: Hemoglobin A1c (HbA1c) Poor Control (>9.0%) (HPCMI-AD)	Adult
☐ NCQA	Medical Assistance With Smoking and Tobacco Use Cessation (MSC-AD)	Adult
☐ NCQA	Follow-Up After Hospitalization for Mental Illness: Ages 6–17 (FUH-CH)	Pediatric
☐ NCQA	Follow-Up After Hospitalization for Mental Illness: Age 18 and Older (FUH-AD)	Adult
☐ NCQA	Follow-Up After Emergency Department Visit for Alcohol and Other Drug Abuse or Dependence (FUA-AD)	Adult
☐ NCQA	Follow-Up After Emergency Department Visit for Mental Illness (FUM-AD)	Adult
☐ NCQA	Comprehensive Diabetes Care (CDC)	Adult
☐ NCQA	Controlling High Blood Pressure	Adult

d. Provide an overview of the practice redesign components and tasks that the project will implement over the entire duration of the project. See Project Goals and Practice Redesign requirements on pages 6-11. See also the Appendix A "Core Components and Tasks of Effective Integrated Behavioral health Care Programs." (More detailed information for activities for each Project Year, milestones, and funding will be provided in e-g below.)

d: (500 Words or less.)

Why is this Project important for your entity and the Medi-Cal clients that you serve? Include information that supports your belief that:

1. **You serve a population that is an appropriate target group for this Project and that can benefit significantly from the Project components:**
2. **Your entity is best suited to operate this Project for your clients:**
3. **Include problem statement information that is as specific as possible for your entity and a target population of your clients:**

What will be your entity's approach for implementing this Project? Include information regarding your plan of action that indicates your ability to achieve significant outcome improvements, including:

1. **The project design, including the practice redesign components and tasks that the project will implement over the entire duration of the project:**
2. **Implementation steps over the duration of the Project:**
3. **Operational capacity and leadership commitment to meet the operational milestones:**
4. **How the project redesign strategies will be sustained after the BHI project and funding end:**

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e. For Project Year 1 (2020), in the white section below describe the activities and accomplishments that will occur to achieve the goal and objective of the BHI Project. List the single flat payment amount requested for Project Year 1.

For Project Year 1, awardees will receive one flat, up-front payment to report baseline data, build infrastructure, hire staff, modify IT systems and begin implementing practice redesign components. See the Project Goals and Practice Redesign requirements on pages 6-11. See also the Appendix A "Core Components and Tasks of Effective Integrated Behavioral health Care Programs." Baseline data collection is an applicable activity for Project Year 1 only. Applicants may request funding to support BHI Project-related metric reporting activities.

e: (500 Words or less.)

Narrative:

Flat Funding Amount Requested:

Milestone List (include the accomplishment and date, and a description of how achievement of the milestones will support implementation and collection of the selected measures):

f. For Project Year 2 (2021), include discrete details in the white section below regarding all practice redesign components and tasks that will be implemented to achieve the Project goal and objective. Provide a narrative overview of the work that will be done. Also provide a milestone list of redesign components/tasks that includes the date the component/task will be completed and the funding requested for the component/task.

Project Year 2 and 3 payment is dependent on completing approved practice redesign components/tasks (as listed in the application) and reporting of all performance metrics. See Project Goals and Practice Redesign requirements on pages 6-11. See also the Appendix A "Core Components and Tasks of Effective Integrated Behavioral health Care Programs." Applicants may request funding to support BHI Project-related metric reporting activities. The MCP will not provide payment for any completed milestones until the applicant has reported all metric data that is past due. At the MCP's discretion, milestones and funding may roll over if the milestone is not completed according to the timing that is listed in the application, through December 2022. The applicant shall include completion of metric reporting as a milestone(s) in the milestone list, with a specific funding amount(s).

f: (500 words or less.)

Narrative:

Milestone List (for each milestone, include the accomplishment, completion date, and funding amount):

g. For Project Year 3 (2022), include discrete details regarding all practice redesign components and tasks that will be implemented to achieve the Project goal and objective. Provide a narrative overview of the work that will be done. Also provide a milestone list of redesign components/tasks that includes the date the

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component/task will be completed and the funding requested for the component/task.
g: (500 words or less.) **Narrative:** **Milestone List** (for each milestone, include the accomplishment, completion date, and funding amount):

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3.2 ☐ Maternal Mental Health and Substance Use

Check the box if this project is selected.

a. Identify the Specific Target Population(s) for this project (based on the populations served by the entity):

☐ **Pediatric**

☐ **Adolescent**

☐ **Perinatal**

☐ **Adult**

In the white section below, provide an estimate of the number of the Medi-Cal members who are likely to be impacted by this BHI Project through your entity.

a:

b. Optional: ☐ Check this box if the project will focus on reducing disparities by race, ethnicity, and/or primary language and report stratified metrics for the target population.

If the project will focus to reduce disparities, identify the specific disparity target population(s) in the white section below.

b:

c. This BHI project requires the applicant to select one, or more, performance measures beyond the required measures. Check the boxes for the selected additional measure(s) in the white section below. (See Project measure requirements on pages 6-11 for each Project.)

Applicant to select one, or more, measures to report from list below	
☐ NCQA	Antidepressant Medication Management (AMM-AD)
☐ NCQA	Follow-Up After Hospitalization for Mental Illness: Ages 6–17 (FUH-CH)
☐ NCQA	Follow-Up After Hospitalization for Mental Illness: Age 18 and Older (FUH-AD)
☐ NCQA	Follow-Up After Emergency Department Visit for Alcohol and Other Drug Abuse or Dependence (FUA-AD)
☐ NCQA	Follow-Up After Emergency Department Visit for Mental Illness (FUM-AD)
☐ NCQA	Pharmacotherapy for Opioid Use Disorder

d. Provide an overview of the practice redesign components and tasks that the project will implement over the entire duration of the project. See Project Goals and Practice Redesign requirements on pages 6-11. See also the Appendix A "Core Components and Tasks of Effective Integrated Behavioral health Care Programs." (More detailed

will be done. Also provide a milestone list of redesign components/tasks that includes the date the component/task will be completed and the funding requested for the component/task. Project Year 2 and 3 payment is dependent on completing approved practice redesign components/tasks (as listed in the application) and reporting of all performance metrics. See Project Goals and Practice Redesign requirements on pages 6-11. See also the Appendix A "Core Components and Tasks of Effective Integrated Behavioral health Care Programs." Applicants may request funding to support BHI Project-related metric reporting activities. The MCP will not provide payment for any completed milestones until the applicant has reported all metric data that is due. At the MCP's discretion, milestones and funding may roll over if the milestone is not completed according to the timing that is listed in the application, through December 2022. The applicant shall include completion of metric reporting as a milestone(s) in the milestone list, with a specific funding amount(s).
f: (500 words or less.) **Narrative:** **Milestone List (for each milestone, include the accomplishment, completion date, and funding amount):**
g. For Project Year 3 (2022), include discrete details regarding all practice redesign components and tasks that will be implemented to achieve the Project goal and objective. Provide a narrative overview of the work that will be done. Also provide a milestone list of redesign components/tasks that includes the date the component/task will be completed and the funding requested for the component/task.
g: (500 words or less.) **Narrative:** **Milestone List (for each milestone, include the accomplishment, completion date, and funding amount):**

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information for activities for each Project Year, milestones, and funding will be provided in e-g below.)

d: (500 Words or less.)

Why is this Project important for your entity and the Medi-Cal clients that you serve? Include information that supports your belief that:

1. **You serve a population that is an appropriate target group for this Project and that can benefit significantly from the Project components:**
2. **Your entity is best suited to operate this Project for your clients:**
3. **Include problem statement information that is as specific as possible for your entity and a target population of your clients:**

What will be your entity's approach for implementing this Project? Include information regarding your plan of action that indicates your ability to achieve significant outcome improvements, including:

1. **The project design, including the practice redesign components and tasks that the project will implement over the entire duration of the project:**
2. **Implementation steps over the duration of the Project:**
3. **Operational capacity and leadership commitment to meet the operational milestones:**
4. **How the project redesign strategies will be sustained after the BHI project and funding end:**

e. For Project Year 1 (2020), in the white section below describe the activities and accomplishments that will occur to achieve the goal and objective of the BHI Project. List the single flat payment amount requested for Project Year 1.

For Project Year 1, awardees will receive one flat, up-front payment to report baseline data, build infrastructure, hire staff, modify IT systems and begin implementing practice redesign components. See the Project Goals and Practice Redesign requirements on pages 6-11. See also the Appendix A "Core Components and Tasks of Effective Integrated Behavioral health Care Programs." Baseline data collection is an applicable activity for Project Year 1 only. Applicants may request funding to support BHI Project-related metric reporting activities.

e: (500 Words or less.)

Narrative:

Flat Funding Amount Requested:

Milestone List (include the accomplishment and date, and a description of how achievement of the milestones will support implementation and collection of the selected measures):

f. For Project Year 2 (2021), include discrete details in the white section below regarding all practice redesign components and tasks that will be implemented to achieve the Project goal and objective. Provide a narrative overview of the work that

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3.3 ☐ Medication Management for Beneficiaries with Co-occurring Chronic Medical and Behavioral Diagnosis
Check the box if this project is selected.
a. Identify the Specific Target Population(s) for this project (based on the populations served by the entity): ☐ Pediatric ☐ Adolescent ☐ Adult In the white section below, provide an estimate of the number of the Medi-Cal members who are likely to be impacted by this BHI Project through your entity.
a:
b. Optional: ☐ Check this box if the project will focus on reducing disparities by race, ethnicity, and/or primary language and report stratified metrics for the target population. If the project will focus to reduce disparities, identify the specific disparity target population(s) in the white section below.
b:
c. This BHI project this project only requires the standard performance measures. (See Project measure requirements on pages 6-11 for each Project.)
d. Provide an overview of the practice redesign components and tasks that the project will implement over the entire duration of the project. See Project Goals and Practice Redesign requirements on pages 6-11. See also the Appendix A "Core Components and Tasks of Effective Integrated Behavioral health Care Programs." (More detailed information for activities for each Project Year, milestones, and funding will be provided in e-g below.)
d: (500 Words or less.) Why is this Project important for your entity and the Medi-Cal clients that you serve? Include information that supports your belief that: 1. You serve a population that is an appropriate target group for this Project and that can benefit significantly from the Project components: 2. Your entity is best suited to operate this Project for your clients:

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3. Include problem statement information that is as specific as possible for your entity and a target population of your clients:

What will be your entity's approach for implementing this Project? Include information regarding your plan of action that indicates your ability to achieve significant outcome improvements, including:

1. **The project design, including the practice redesign components and tasks that the project will implement over the entire duration of the project:**
2. **Implementation steps over the duration of the Project:**
3. **Operational capacity and leadership commitment to meet the operational milestones:**
4. **How the project redesign strategies will be sustained after the BHI project and funding end:**

e. For Project Year 1 (2020), in the white section below describe the activities and accomplishments that will occur to achieve the goal and objective of the BHI Project. List the single flat payment amount requested for Project Year 1.

For Project Year 1, awardees will receive one flat, up-front payment to report baseline data, build infrastructure, hire staff, modify IT systems and begin implementing practice redesign components. See the Project Goals and Practice Redesign requirements on pages 6-11. See also the Appendix A "Core Components and Tasks of Effective Integrated Behavioral health Care Programs." Baseline data collection is an applicable activity for Project Year 1 only. Applicants may request funding to support BHI Project-related metric reporting activities.

e: (500 Words or less.)

Narrative:

Flat Funding Amount Requested:

Milestone List (include the accomplishment and date, and a description of how achievement of the milestones will support implementation and collection of the selected measures):

f. For Project Year 2 (2021), include discrete details in the white section below regarding all practice redesign components and tasks that will be implemented to achieve the Project goal and objective. Provide a narrative overview of the work that will be done. Also provide a milestone list of redesign components/tasks that includes the date the component/task will be completed and the funding requested for the component/task.

Project Year 2 and 3 payment is dependent on completing approved practice redesign components/tasks (as listed in the application) and reporting of all performance metrics. See Project Goals and Practice Redesign requirements on pages 6-11. See also the Appendix A "Core Components and Tasks of Effective Integrated Behavioral health Care Programs." Applicants may request funding to support BHI Project-related metric reporting activities. The MCP will not provide payment for any completed milestones until the

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applicant has reported all metric data that is due. At the MCP's discretion, milestones and funding may roll over if the milestone is not completed according to the timing that is listed in the application, through December 2022. The applicant shall include completion of metric reporting as a milestone(s) in the milestone list, with a specific funding amount(s).
f: (500 words or less.) **Narrative:** **Milestone List (for each milestone, include the accomplishment, completion date, and funding amount):**
g. For Project Year 3 (2022), include discrete details regarding all practice redesign components and tasks that will be implemented to achieve the Project goal and objective. Provide a narrative overview of the work that will be done. Also provide a milestone list of redesign components/tasks that includes the date the component/task will be completed and the funding requested for the component/task.
g: (500 words or less.) **Narrative:** **Milestone List (for each milestone, include the accomplishment, completion date, and funding amount):**

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3.4 ☐ Diabetes Screening and Treatment for People with Serious Mental Illness

Check the box if this project is selected.

a. Identify the Specific Target Population(s) for this project (based on the populations served by the entity):

☐ Pediatric

☐ Adolescent

☐ Adult

In the white section below, provide an estimate of the number of the Medi-Cal members who are likely to be impacted by this BHI Project through your entity.

a:

b. Optional: ☐ Check this box if the project will focus on reducing disparities by race, ethnicity, and/or primary language and report stratified metrics for the target population.

If the project will focus to reduce disparities, identify the specific disparity target population(s) in the white section below.

b:

c. This BHI project only requires the standard performance measures (See Project measure requirements on pages 6-11 for each Project.)

d. Provide an overview of the practice redesign components and tasks that the project will implement over the entire duration of the project. See Project Goals and Practice Redesign requirements on pages 6-11. See also the Appendix A "Core Components and Tasks of Effective Integrated Behavioral health Care Programs." (More detailed information for activities for each Project Year, milestones, and funding will be provided in e-g below.)

d: (500 Words or less.)

Why is this Project important for your entity and the Medi-Cal clients that you serve? Include information that supports your belief that:

1. You serve a population that is an appropriate target group for this Project and that can benefit significantly from the Project components:
2. Your entity is best suited to operate this Project for your clients:

3. Include problem statement information that is as specific as possible for your entity and a target population of your clients:

What will be your entity's approach for implementing this Project? Include information regarding your plan of action that indicates your ability to achieve significant outcome improvements, including:

1. **The project design, including the practice redesign components and tasks that the project will implement over the entire duration of the project:**
2. **Implementation steps over the duration of the Project:**
3. **Operational capacity and leadership commitment to meet the operational milestones:**
4. **How the project redesign strategies will be sustained after the BHI project and funding end:**

e. For Project Year 1 (2020), in the white section below describe the activities and accomplishments that will occur to achieve the goal and objective of the BHI Project. List the single flat payment amount requested for Project Year 1.

For Project Year 1, awardees will receive one flat, up-front payment to report baseline data, build infrastructure, hire staff, modify IT systems and begin implementing practice redesign components. See the Project Goals and Practice Redesign requirements on pages 6-11. See also the Appendix A "Core Components and Tasks of Effective Integrated Behavioral health Care Programs." Baseline data collection is an applicable activity for Project Year 1 only. Applicants may request funding to support BHI Project-related metric reporting activities.

e: (500 Words or less.)

Narrative:

Flat Funding Amount Requested:

Milestone List (include the accomplishment and date, and a description of how achievement of the milestones will support implementation and collection of the selected measures):

f. For Project Year 2 (2021), include discrete details in the white section below regarding all practice redesign components and tasks that will be implemented to achieve the Project goal and objective. Provide a narrative overview of the work that will be done. Also provide a milestone list of redesign components/tasks that includes the date the component/task will be completed and the funding requested for the component/task.

Project Year 2 and 3 payment is dependent on completing approved practice redesign components/tasks (as listed in the application) and reporting of all performance metrics. See Project Goals and Practice Redesign requirements on pages 6-11. See also the Appendix A "Core Components and Tasks of Effective Integrated Behavioral health Care Programs." Applicants may request funding to support BHI Project-related metric reporting activities. The MCP will not provide payment for any completed milestones until the

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applicant has reported all metric data that is due. At the MCP's discretion, milestones and funding may roll over if the milestone is not completed according to the timing that is listed in the application. The applicant shall include completion of metric reporting as a milestone(s) in the milestone list, with a specific funding amount(s).
f: (500 words or less.) **Narrative:** **Milestone List (for each milestone, include the accomplishment, completion date, and funding amount):**
g. For Project Year 3 (2022), include discrete details regarding all practice redesign components and tasks that will be implemented to achieve the Project goal and objective. Provide a narrative overview of the work that will be done. Also provide a milestone list of redesign components/tasks that includes the date the component/task will be completed and the funding requested for the component/task.
g: (500 words or less.) **Narrative:** **Milestone List (for each milestone, include the accomplishment, completion date, and funding amount):**

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3.5 ☒ Improving Follow-up after Hospitalization for Mental Illness Check the box if this project is selected.
a. Identify the Specific Target Population(s) for this project (based on the populations served by the entity): ☐ **Pediatric** ☒ **Adolescent** ☒ **Adult** **In the white section below, provide an estimate of the number of the Medi-Cal members who are likely to be impacted by this BHI Project through your entity.**
a: This grant could assist 61 clients per year based on a 3 year average of inpatient hospitalizations of Mariposa Medi-Cal clients.
b. Optional: ☐ Check this box if the project will focus on reducing disparities by race, ethnicity, and/or primary language and report stratified metrics for the target population. **If the project will focus to reduce disparities, identify the specific disparity target population(s) in the white section below.**
b:
c. This BHI project only requires the standard performance measures. (See Project measure requirements on pages 6-11 for each Project.)
d. Provide an overview of the practice redesign components and tasks that the project will implement over the entire duration of the project. See Project Goals and Practice Redesign requirements on pages 6-11. See also the Appendix A "Core Components and Tasks of Effective Integrated Behavioral health Care Programs." (More detailed information for activities for each Project Year, milestones, and funding will be provided in e-g below.)
d: (500 Words or less.) **Narrative:** Mariposa County Behavioral Health and Recovery Services (MCBHRS) serves the SMI Medi-Cal population within Mariposa County. Psychiatric services are provided by an on-site Psychiatrist. Psychiatric services are supplemented through telepsychiatry. 65 Medi-Cal

psychiatric hospitalizations occurred from July 2018 through June 2019. A like number is projected in 2019/2020. This represents 7% of the total 940 SMI estimated need-for-services population. Implementing an integrated approach to service delivery within this population is expected to improve patient outcomes.

MCBHRS has been serving SMI Medi-Cal members for the past 15 years. MCBHRS has a strong history of partnering with agencies to address the needs of our clients and community. MCBHRS believes post-hospitalization follow-up is essential to continued stability and positive outcomes. MCBHRS provides comprehensive behavioral health services and demonstrates integrated care through one System of Care where "every door is the right door". This includes behavioral health services, crisis services, intensive case management, coordination of employment and social services. Providing a System Navigator to our current service delivery strategy will increase the patient's chance of success by helping steer the client through the complexities of the care delivery system.

Effective post-hospitalization follow-up is a primary determinant of successful outcomes. An integrated approach led by a System Navigator is needed to enhance patient access to both primary care and behavioral health care. Training and written protocols are needed to support trauma informed care which will result in earlier recognition of barriers to recovery and enhancing client resilience.

Project design will implement a System Navigator, amplify staff and provider training in trauma-informed care, enhance and implement evidence informed protocols regarding follow-up after hospitalization.

- MCBHRS will hire a System Navigator (Mental Health Assistant Classification)
- MCBHRS will develop protocols for missed visits and create and support relapse prevention plans when patients are substantially improved
- MCBHRS will formalize and use Constant Process Improvement methods (PDSA) to enhance the relationship between PCP and MCBHRS through warm hand offs, regular consultation about patient care, and collaboration about mutual patients

Implementation steps over the duration of the Project include:

- Develop and promulgate policies and procedures specifically addressing care integration.
- Develop and promulgate policies and procedures for tracking and reporting outcome and milestone measures.
- Recruit, hire, and train a Mental Health Assistant (MHA) who will act as the System Navigator.
- Procure and deliver trauma informed care training to provider and case management staff.

MCBHRS has the capacity and leadership commitment to achieve and meet operational milestones.

- MCBHRS will employ a Mental Health Assistant, 1.0 FTE, to be the System Navigator

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- MCBHRS will provide administrative, clinical support and supervision for the program.
- MCBHRS will routinely examine provider- and program-level outcomes (e.g., clinical outcomes, quality of care, and patient feedback), and use this information for quality improvement.

The project redesign strategies will be sustained after the BHI project and funding end by having routine PDSA and review of program outcomes. Through this effort and involvement of community stakeholders MCBHRS will seek funding from other match funds to ensure the appropriate linkage to services is sustained.

e. For Project Year 1 (2020), in the white section below describe the activities and accomplishments that will occur to achieve the goal and objective of the BHI Project. List the single flat payment amount requested for Project Year 1.

For Project Year 1, awardees will receive one flat, up-front payment to report baseline data, build infrastructure, hire staff, modify IT systems and begin implementing practice redesign components. See the Project Goals and Practice Redesign requirements on pages 6-11. See also the Appendix A "Core Components and Tasks of Effective Integrated Behavioral health Care Programs." Baseline data collection is an applicable activity for Project Year 1 only. Applicants may request funding to support BHI Project-related metric reporting activities.

e: (500 Words or less.)

Narrative:
During PY1, MCBHRS will hire a Mental Health Assistant to act as the System Navigator. The year will see the position description and elemental tasks evolve as experience and issues are identified and room for improvement becomes clear. Plan-Do-Study-Act (PDSA) cycles will be used to orient the program toward constant process improvement. Systems to collect baseline data (FUH-CH and FUH-AD) will be implemented and the data will be collected and promulgated. Practice redesign components will be implemented, tested, and strategies adjusted in response to opportunities for improvement when identified. The System Navigator and another staff will attend "train the trainer" and begin training Clinic and MCBHRS staff in trauma-informed care. Bi-weekly Multi-Disciplinary Team meetings including Adult System of Care (ASOC) and Children's System of Care (CSOC) will be implemented.

Flat Funding Amount Requested: $100,000

Milestone List

Accomplishment	Supports collection of selected measures	Completion Date	Funding Amount
Hire, train, equip, Mental Health Assistant to act as outpatient navigator/BHI Champion	X	July 1, 2020	$10,000
Develop and promulgate policies and procedures for tracking and reporting outcome and milestone measures	X	Sept 30, 2020	$10,000

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FUH-CH baseline data collection	X	Sept 30, 2020	$15,000
FUH-AD baseline data collection	X	Sept 30, 2020	$15,000
Develop protocols for missed visits and create and to support relapse prevention plans when patients are substantially improved		Sept 30, 2020	$10,000
Train Outpatient Navigator in "train the trainer" courses in trauma-informed care		Dec 31, 2020	$5,000
Set up and test/processes to facilitate and track referrals to specialty care, social services, and community-based resources	X	Oct 31, 2020	$15,000
Develop and promulgate policies and procedures and MOU specifically addressing care integration with community partners		Dec 31, 2020	$20,000

f. For Project Year 2 (2021), include discrete details in the white section below regarding all practice redesign components and tasks that will be implemented to achieve the Project goal and objective. Provide a narrative overview of the work that will be done. Also provide a milestone list of redesign components/tasks that includes the date the component/task will be completed and the funding requested for the component/task.

Project Year 2 and 3 payment is dependent on completing approved practice redesign components/tasks (as listed in the application) and reporting of all performance metrics. See Project Goals and Practice Redesign requirements on pages 6-11. See also the Appendix A "Core Components and Tasks of Effective Integrated Behavioral health Care Programs." Applicants may request funding to support BHI Project-related metric reporting activities. The MCP will not provide payment for any completed milestones until the applicant has reported all metric data that is due. At the MCP's discretion, milestones and funding may roll over if the milestone is not completed according to the timing that is listed in the application. The applicant shall include completion of metric reporting as a milestone(s) in the milestone list, with a specific funding amount(s).

f: (500 words or less.)

Narrative:
PY2 emphasizes program-centric implementation. Training of staff in trauma informed care, enhancing ED electronic health record (EHR) compatibility with MCBHRS EHR sharing. The System Navigator is stationed at the Mariposa County Health and Human Services - Community Health Center. Multidisciplinary treatment team meetings occur bi-weekly. Collaboration with the MCBHRS medical team and the PCP/Mental Health provider is enhanced.

Milestone List (for each milestone, include the accomplishment, completion date, and funding amount):

Milestone List		
Accomplishment	Completion Date	Funding Amount

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FUH – CH: Children will be followed up within 7 days of Hospitalization for Mental Illness 45% of the time	Dec 31, 2021	$24,000
FUH – AD: Adults will be followed up within 7 days of Hospitalization for Mental Illness 45% of the time	Dec 31, 2021	$24,000
FUH – CH: Children will be followed up within 30 days of Hospitalization for Mental Illness 65% of the time	Dec 31, 2021	$28,000
FUH – AD: Adults will be followed up within 30 days of Hospitalization for Mental Illness 65% of the time	Dec 31, 2021	$28,000
PDSA: Enhance PCP and BHRS warm hand offs	By Mar 31, 2021	$3,000
PDSA: Coordination and facilitation of effective communication among providers	By June 30, 2021	$3,000
PDSA: Referrals to specialty care, social services, and community-based resources	By Sept 30, 2021	$3,000
PDSA: Addressing care integration	By Dec 31, 2021	$3,000
Facilitate and track referrals to specialty care, social services, and community-based resources	By Dec 31, 2021	$12,000
Interdisciplinary treatment Team care collaboration meetings occur bi-weekly	By Dec 31, 2021	$12,000
BHRS staff are trained in trauma informed care	By Mar 31, 2021	$10,000

g. For Project Year 3 (2022), include discrete details regarding all practice redesign components and tasks that will be implemented to achieve the Project goal and objective. Provide a narrative overview of the work that will be done. Also provide a milestone list of redesign components/tasks that includes the date the component/task will be completed and the funding requested for the component/task.

g: (500 words or less.)

Narrative:
PY3 is focused on comparative analysis and BHI sustainability. Making necessary modifications and increasing integration with other programs and accessing care.

Milestone List (for each milestone, include the accomplishment, completion date, and funding amount):

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Milestone List		
Accomplishment	**Completion Date**	**Funding Amount**
FUH – CH: Children will be followed up within 7 days of Hospitalization for Mental Illness 55% of the time	Dec 31, 2022	$24,000
FUH – AD: Adults will be followed up within 7 days of Hospitalization for Mental Illness 55% of the time	Dec 31, 2022	$24,000
FUH – CH: Children will be followed up within 30 days of Hospitalization for Mental Illness 75% of the time	Dec 31, 2022	$28,000
FUH – AD: Adults will be followed up within 30 days of Hospitalization for Mental Illness 75% of the time	Dec 31, 2022	$28,000
PDSA: Enhance PCP and BHRS warm hand offs	By Mar 31, 2022	$3,000
PDSA: Coordination and facilitation of effective communication among providers	By Sept 30, 2022	$3,000
PDSA: Referrals to specialty care, social services, and community-based resources	By Dec 31, 2022	$3,000
PDSA: Addressing care integration.	By Dec 31, 2022	$3,000
Facilitate and track referrals to specialty care, social services, and community-based resources	By Dec 31, 2022	$12,000
Interdisciplinary treatment Team care collaboration meetings occur bi-weekly	By Dec 31, 2022	$12,000
Sustainability plan in place	By Dec 31, 2022	$10,000

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3.6 ☒ Improving Follow-up after Emergency Department Visit
Check the box if this project is selected.
a. Identify the Specific Target Population(s) for this project (based on the populations served by the entity): ☐ Pediatric ☒ Adolescent ☒ Adult In the white section below, provide an estimate of the number of the Medi-Cal members who are likely to be impacted by this BHI Project through your entity.
a: 91 Medi-Cal beneficiaries will be impacted through this project
b. Optional: ☐ Check this box if the project will focus on reducing disparities by race, ethnicity, and/or primary language and report stratified metrics for the target population. If the project will focus to reduce disparities, identify the specific disparity target population(s) in the white section below.
b:
c. This BHI project only requires the standard performance measures. (See Project measure requirements on pages 6-11 for each Project.)
d. Provide an overview of the practice redesign components and tasks that the project will implement over the entire duration of the project. See Project Goals and Practice Redesign requirements on pages 6-11. See also the Appendix A "Core Components and Tasks of Effective Integrated Behavioral health Care Programs." (More detailed information for activities for each Project Year, milestones, and funding will be provided in e-g below.)
d: (500 Words or less.) *Target Population Goal*: Improve timely follow-up after emergency department visit for mental illness and substance use disorder.

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Problem Statement: Effective Emergency Department visit follow-up is a primary determinant of successful client outcomes. An integrated approach led a "Care Coordinator" is needed to enhance patient access to post visit MH/SUD services

MCBHRS serves all of the identified SMI with Medi-Cal population within Mariposa County As a small rural county, resources are limited and navigating those resources can be difficult for our clients. One of the primary points of contact with the SMI and SUD population is Mariposa County's only Emergency Department, located at John C Fremont Healthcare District hospital campus in Mariposa (JCF ED). California Mental Health Prevalence Estimates indicate an estimated 940 cases of SMI (all definitions) and 1573 Alcohol and Drug Diagnosis (all ages) in Mariposa County. No direct referrals to MCBHRS from the JCF ED were recorded in 2019. The only referrals to MCBHRS from JCF ED were made by the Triage Response Assessment Crisis (TRAC) when evaluations were requested by the JCF ED. MCBHRS has initiated and continues to form clinical relationships with the medical providers at the JCF ED, and this BHI opportunity will be leveraged to further that relationship which will ultimately result in improved client outcomes.

MCBHRS is best suited for this project having served SMI Medi-Cal members for the past 15 years. MCBHRS has a strong history of partnering with agencies to address the needs of our clients and community. Post-emergency department visit follow-up is essential to continued stability and positive client outcomes. MCBHRS provides comprehensive behavioral health services and demonstrates integrated care through one system of care where "every door is the right door." Adding a Care Coordinator/BHI champion stationed in the JCF ED to our current service delivery strategy will increase our patients' chance of a great outcome by helping steer the client through the complexities of the care delivery system within our community.

MCBHRS proposes to hire a Mental Health Assistant to act as the Care Coordinator to be permanently stationed at the JCF ED. Plan-Do-Study-Act (PDSA) cycles will be used to orient the program toward constant process improvement. Systems to collect baseline data (FUA-AD and FUM-AD) will be implemented and the data will be collected and promulgated. The care coordinator and another staff will attend "train the trainer" and begin training ED staff and MCBHRS staff in trauma-informed care. Multi-Disciplinary Team meetings be implemented. A strategy will be developed to best capitalize on opportunities afforded by the implementation of a Community Information Exchange platform that will increase the efficient sharing of information between the Emergency Department and MCBHRS.

The BHI program and Care Coordinator will be supervised by the MCBHRS Hospital Liaison. The MCBHRS hospital liaison is a Licensed Mental Health Provider.

The BHI program is expected to be self-funded by the end of PY3 from increased revenue generated through cooperation and collaboration of care along with the increased identification of consumers.

e. For Project Year 1 (2020), in the white section below describe the activities and accomplishments that will occur to achieve the goal and objective of the BHI Project. List the single flat payment amount requested for Project Year 1.

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For Project Year 1, awardees will receive one flat, up-front payment to report baseline data, build infrastructure, hire staff, modify IT systems and begin implementing practice redesign components. See the Project Goals and Practice Redesign requirements on pages 6-11. See also the Appendix A "Core Components and Tasks of Effective Integrated Behavioral health Care Programs." Baseline data collection is an applicable activity for Project Year 1 only. Applicants may request funding to support BHI Project-related metric reporting activities.

e: (500 Words or less.)

During PY1, MCBHRS will hire a Mental Health Assistant to act as the Care Coordinator. The year will see the position description and elemental tasks evolve as experience and issues are identified and room for improvement becomes clear. Plan-Do-Study-Act (PDSA) cycles will be used to orient the program toward constant process improvement. Systems to collect baseline data (FUA-AD and FUM-AD) will be implemented and the data will be collected and promulgated. Practice redesign components will be implemented, tested, and strategies adjusted in response to opportunities for improvement when identified. Screening instruments will be identified and implemented in the work flow of the intake at the ED. The Care Coordinator and another staff will attend "train the trainer" and begin training Ed staff and MCBHRS staff in trauma-informed care. Bi-weekly Multi-Disciplinary Team meetings including John C. Fremont staff and BHRS staff will be implemented. A strategy will be developed to best capitalize on opportunities afforded by the implementation of a Community Information Exchange platform that will increase the efficient sharing of information between the Emergency Department and MCBHRS.

Flat Funding Amount Requested: $100,000

Milestone List

Accomplishment	supports collection of selected measures	Completion Date	Funding Amount
Hire, train, equip, Mental Health Assistant to act as care coordinator	X	July 1, 2020	$10,000
FUA – AD baseline data collection	X	Sept 30, 2020	$15,000
FUM – AD baseline data collection	X	Sept 30, 2020	$15,000
Identify, select, procure screening instruments for behavioral health problems and Substance abuse problems	x	Sept 30, 2020	$5,000
Set up population-based registry (CIE) to systematically follow all patients	X	Dec 31, 2020	$10,000
Set policies and procedures to implement coordination and facilitate effective communication among providers		Sept 30, 2020	$10,000

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Train Care Coordinator and one other staff in "train the trainer" course in trauma-informed care		Dec 31, 2020	$5,000
Set up and test/processes to facilitate and track referrals to specialty care, social services, and community-based resources			$10,000
Develop policies and procedures for Interdisciplinary treatment Team care collaboration meetings between John C. Fremont ED and BHRS and other providers as appropriate			$20,000

f. For Project Year 2 (2021), include discrete details in the white section below regarding all practice redesign components and tasks that will be implemented to achieve the Project goal and objective. Provide a narrative overview of the work that will be done. Also provide a milestone list of redesign components/tasks that includes the date the component/task will be completed and the funding requested for the component/task.

Project Year 2 and 3 payment is dependent on completing approved practice redesign components/tasks (as listed in the application) and reporting of all performance metrics. See Project Goals and Practice Redesign requirements on pages 6-11. See also the Appendix A "Core Components and Tasks of Effective Integrated Behavioral health Care Programs." Applicants may request funding to support BHI Project-related metric reporting activities. The MCP will not provide payment for any completed milestones until the applicant has reported all metric data that is due. At the MCP's discretion, milestones and funding may roll over if the milestone is not completed according to the timing that is listed in the application. The applicant shall include completion of metric reporting as a milestone(s) in the milestone list, with a specific funding amount(s).

f: (500 words or less.)

PY2 emphasizes program-centric implementation. Training of staff in trauma informed care, enhancing ED electronic health record compatibility with MCBHRS electronic Health Record sharing. The Care Coordinator is stationed at the John C Fremont Emergency Department. Multidisciplinary treatment team meetings occur bi-weekly. Collaboration with the MCBHRS psychiatrist and the ED physicians is enhanced.

Milestone List

Accomplishment	Completion Date	Funding Amount
FUA – AD: Follow-Ups will occur 20% of the time after Emergency Dept. Visits for Alcohol or Other Drug Abuse or Dependence	Dec 31, 2021	$35,000
FUH – AD: Follow-Ups will occur 40% of the time within 7 days after Emergency Dept Visits for Mental Illness	Dec 31, 2021	$17,500

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FUH – AD: Follow-Ups will occur 60% of the time within 30 days after Emergency Dept Visits for Mental Illness	Dec 31, 2021	$17,500
Screening will occur for behavioral health problems using valid instruments	June 30, 2021	$20,000
Use population-based registry (CIE) to systematically follow all patients	Dec 31, 2021	$10,000
Train staff and providers in trauma-informed care	Mar 31, 2021	$5,000
Facilitate and track referrals to specialty care, social services, and community-based resources	Dec 31, 2021	$15,000
Interdisciplinary treatment Team care collaboration meetings occur bi-weekly	Dec 31, 2021	$15,000
ED staff are trained in trauma informed care	Mar 31, 2021	$5,000
Referrals are generated from the ED care coordinator to BHRS	Dec 31, 2021	$10,000

g. For Project Year 3 (2022), include discrete details regarding all practice redesign components and tasks that will be implemented to achieve the Project goal and objective. Provide a narrative overview of the work that will be done. Also provide a milestone list of redesign components/tasks that includes the date the component/task will be completed and the funding requested for the component/task.

g: (500 words or less.)

PY3 is focused on comparative analysis and BHI sustainability. Making necessary modifications and increasing integration with other programs and accessing care.

Milestone List

Accomplishment	Completion Date	Funding Amount
FUA – AD: Follow-Ups will occur 40% of the time after Emergency Dept. Visits for Alcohol or Other Drug Abuse or Dependence	Dec 31, 2022	$35,000
FUH – AD: Follow-Ups will occur 60% of the time within 7 days after Emergency Dept. Visits for Mental Illness	Dec 31, 2022	$17,500
FUH – AD: Follow-Ups will occur 70% of the time within 30 days after Emergency Dept. Visits for Mental Illness	Dec 31, 2022	$17,500
Screening for behavioral health problems using valid instruments	Dec 31, 2022	$15,000
Use population-based registry (CIE) to systematically follow all patients	Dec 31, 2022	$10,000

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Facilitate and track referrals to specialty care, social services, and community-based resources	Dec 31, 2022	$15,000
Interdisciplinary treatment Team care collaboration meetings occur bi-weekly	Dec 31, 2022	$15,000
Referrals are generated from the ED care coordinator to BHRS	Dec 31, 2022	$10,000
Sustainability plan in place	Dec 31, 2022	$15,000

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Section 4: Attestations and Certification

4.1 Attestation

I certify that as the representative of the BHI Incentive Program applicant, I agree to the following conditions:

- The BHI Incentive Program applicant will comply with the terms of the Memorandum of Understanding (Appendix B) executed with its partner MCP.
- The purpose of the BHI Incentive Program funding is to better integrate physical and behavioral health care for Medi-Cal members. The applicant will use the BHI Incentive Program funding to better integrate physical and behavioral health care for all target population members within the applicant's practice panel.
- BHI Incentive Program funding will not duplicate or supplant other previously identified funding that is specifically dedicated to the deliverables listed in this application. BHI Incentive Program funding may be combined with other funding sources to accomplish the milestones listed in this application, to the extent permissible under federal law.
- BHI Incentive Program funding will not be used to reimburse for services currently reimbursable under Medi-Cal, but must be used to improve the delivery system for Medi-Cal managed care enrollees.
- If the BHI Incentive Program applicant is a FQHC, either behavioral health is currently included in the scope of practice, or the FQHC will apply for a future scope of practice change to include behavioral health services.
- The BHI Incentive Program applicant will report and submit timely and complete data to the partner MCP in a format specified by the MCP.
- The BHI Incentive Program applicant shall submit reports in a manner specified by the partner MCP.
- Implementation of the BHI Incentive Program is contingent upon DHCS obtaining all necessary approvals from the Centers for Medicare & Medicaid Services, and the terms for participation are subject to change based on the availability of federal approvals. In addition, continuation of the BHI Incentive Program is contingent upon state legislative appropriations in future fiscal years.
- Payments for BHI projects will be contingent upon completion of the application milestone deliverables.

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☒ I hereby certify that all information provided in this application is true and accurate to the best of my knowledge, and that this application has been completed based on a good faith understanding of BHI Incentive Program participation requirements.

Chevron Kath 1/20/20

Signature of BHI Incentive Program Applicant Representative Date

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Appendix A: Core Components and Tasks of Effective Integrated Behavioral Health Care Programs[27]

Patient Identification and Diagnosis

- Screen for behavioral health problems using valid instruments
- Diagnose behavioral health problems and related conditions
- Use valid measurement tools to assess and document baseline symptom severity

Engagement in Integrated Care Program

- Introduce collaborative care team and engage patient in integrated care program
- Initiate patient tracking in population-based registry

Evidence-Based Treatment

- Develop and regularly update a biopsychosocial treatment plan
- Provide patient and family education about symptoms, treatments, and self-management skills
- Provide evidence-based counseling (e.g., motivational interviewing and behavioral activation)
- Provide evidence-based psychotherapy (e.g., problem solving treatment, cognitive behavior therapy, and interpersonal therapy)
- Prescribe and manage psychotropic medications as clinically indicated
- Change or adjust treatments if patients do not meet treatment targets
- Train staff and providers in trauma-informed care

Systematic Follow-up, Treatment Adjustment, and Relapse Prevention

- Use population-based registry to systematically follow all patients
- Proactively reach out to patients who do not follow up
- Monitor treatment response at each contact with valid outcome measures
- Monitor treatment side effects and complications
- Identify patients who are not improving to target them for psychiatric consultation and treatment adjustment
- Create and support relapse prevention plan when patients are substantially improved

Communication and Care Coordination

- Coordinate and facilitate effective communication among providers
- Engage and support family and significant others as clinically appropriate
- Facilitate and track referrals to specialty care, social services, and community-based resources

[27] *e.g.*, AIMS Center Behavioral Integration Checklist, McHAF Site Self-Assessment https://www.integration.samhsa.gov/AIMS_BHI_Checklist.pdf

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Systematic Psychiatric Case Review and Consultation

- Conduct regular (e.g., weekly) psychiatric caseload review on patients who are not improving
- Provide specific recommendations for additional diagnostic work up, treatment changes, or referrals
- Provide psychiatric assessments for challenging patients in person or via telemedicine

Program Oversight and Quality Improvement

- Provide administrative support and supervision for the program
- Provide clinical support and supervision for the program
- Routinely examine provider- and program-level outcomes (e.g., clinical outcomes, quality of care, and patient satisfaction), and use this information for quality improvement

Strategies and practice redesign components that can increase your level of integration[28]

- The behavioral health specialist (BHS) is integrated into the workflow of the clinic
- The BHS shares access to the electronic medical record (EMR)/patient chart with primary care providers (PCPs)
- Clinic treatment plans reflect an integrated approach to patient behavioral and physical health needs
- The clinic scheduling system allows patients to be scheduled for same day appointments with the BHS
- The clinic systematically triages the behavioral health needs of its patients
- The clinic systematically tracks the progress of behavioral health treatment
- The PCP and BHS do warm hand offs according to patient needs
- The PCP and BHS regularly consult about patient care
- The PCP and BHS collaborate in making decisions about mutual patients
- The clinic has at least one integrated care "champion"

[28] Level of Integration Measure (LIM): Purpose. To rate the degree to which behavioral health providers or behavioral health care is integrated into primary care settings from the perspective of staff and/or providers. Developer. Antioch University
https://integrationacademy.ahrq.gov/sites/default/files/measures/5_Level_of_Integration_Measure.pdf

MEMORANDUM OF UNDERSTANDING
BETWEEN
[PROVIDER]
AND
[PLAN]
FOR PROPOSITION 56 VALUE-BASED PAYMENT BEHAVIORAL HEALTH INTEGRATION INCENTIVE PROGRAM

This Memorandum of Understanding ("MOU") is made and entered into as of this ____ day of _____, 2020, by and between Mariposa County Health and Human Services ("Provider") and Anthem, Inc. ("Plan") in order to facilitate successful implementation of the provider's behavioral health integration project(s) ("BHI Project(s)") set forth in the approved BHI Incentive Program application.

Whereas, Section 14188.1 of the Welfare and Institutions Code authorized the Department of Health Care Services ("DHCS") to develop the Proposition 56 Value-Based Payment ("VBP") Program, including the Behavioral Health Integration ("BHI") program in Medi-Cal managed care, with the goals of improving physical and behavioral health outcomes, efficiency in care delivery, and improved patient experience by integrating and coordinating primary care, mental health, and substance use disorder treatment for Medi-Cal beneficiaries; and,

Whereas, DHCS established an application process in partnership with managed care plans whereby eligible providers submitted BHI Incentive Program applications establishing BHI project(s) to be considered for BHI Incentive Program payments, and incentivized plans to oversee and administer payment for approved BHI project(s); and,

Whereas, the provider's BHI project(s) has been selected by the plan for the BHI Incentive Program according to the terms of the provider's BHI Incentive Program application; and,

Whereas, the plan is responsible for oversight and administration of payments to the provider consistent with the terms of the BHI Incentive Program, any terms imposed as a condition of federal approval of the BHI Incentive Program, and any DHCS guidance related to the BHI Incentive Program.

Attachment: MOU with Anthem - Jan 14 2021 (RES-2021-46 : MOU with Anthem for Value Based Payment Behavioral Health Integration

Attachment: MOU with Anthem - Jan 14 2021 (RES-2021-46 : MOU with Anthem for Value Based Payment Behavioral Health Integration

Therefore, the provider and plan agree as follows:

1. **Term**. The Term of this MOU shall begin on April 1, 2020 and shall terminate on December 31, 2022.

2. **Termination**. The terms of this MOU are contingent upon BHI Incentive Program application approval, the availability of sufficient state and federal Medicaid funding, and all necessary federal approvals to be obtained by DHCS. Should sufficient funds not be allocated, or federal financial participation be unavailable, services may be modified accordingly, or this MOU can be terminated by any party after giving 30 days advance written notice. The plan may terminate this MOU with 30 days advance written notice to the provider and DHCS due to the provider's failure to meet terms of a corrective action plan as set forth in Section 5 (Corrective Action).

3. **Scope.** The provider is responsible for the implementation of and compliance with the project(s), as set forth in their BHI Incentive Program application, which is attached as Exhibit 1 and incorporated here by reference, including reporting to the plan on the achievement of milestones and objectives consistent with the terms of the BHI Incentive Program application. The provider shall promptly notify the plan of any material change in information submitted in support of the project(s) or the BHI Incentive Program application, including changes in organizational leadership, business operations, and financial standing. The plan is responsible for overseeing the project(s), including monitoring and verifying milestone achievement and administering payments consistent with the terms of the project(s) or the BHI Incentive Program application, any terms imposed as a condition of federal approval of the BHI Incentive Program, and any subsequent DHCS guidance related to the BHI Incentive Program.

4. **Confidentiality.** The plan and provider collaboration in support of project(s) may require the exchange of confidential or proprietary information ("Confidential Information") as may be identified by either party. The plan and provider agree to abide by processes and requirements applicable to the exchange of either party's respective confidential information, in accordance with applicable state or federal law.

5. **Corrective Action**. In recognition of the need for project flexibility, the plan may utilize a corrective action plan, or other mutually agreed upon or DHCS-required mechanism, for modifying the project terms to facilitate the provider's compliance with project terms or to adjust project goals and objectives and related payments, as necessary. Such modifications are subject to DHCS review and approval. Provider noncompliance with modified project terms may result in termination of this MOU consistent

with Section 2 (Termination). In the event of project termination the provider shall return funds as directed by the plan.

6. **Provider Responsibilities:**

A. **Use of Funding**

i. The provider shall expend project award funds for the purposes of carrying out activities and achieving milestones as set forth in the approved project(s).

ii. The provider shall document to the plan, in a form and manner determined by the plan, that project activities have been carried out and milestones have been achieved.

iii. To the extent the provider does not or is unable to carry out project activities and achieve milestones, the provider shall notify the plan and return any funds that the provider may have received related to those project activities or milestones.

B. **Practice Redesign and Infrastructure Development Reporting**

i. The provider will implement the practice redesign and infrastructure development components set forth in the BHI Incentive Program application.

ii. The provider will shall report to the plan on the progress of the project's practice redesign and infrastructure development on a schedule in a format and process specified in the BHI Incentive Program application, or as otherwise mutually agreed upon by the plan and provider.

C. **Milestone Achievement**

i. The provider will perform tasks necessary to meet milestones required by the BHI Incentive Program application. The provider shall provide the plan with information necessary to demonstrate progress in achieving milestones as set forth in the BHI Incentive Program application.

D. **Measure Reporting**

i. The provider will report to the plan on target population measures on a schedule in a format and process required by the BHI Incentive Program application, or as otherwise mutually

Attachment: MOU with Anthem - Jan 14 2021 (RES-2021-46 : MOU with Anthem for Value Based Payment Behavioral Health Integration

agreed upon by the plan and provider.

ii. The provider will report measures to the plan consistent with the specifications required by the respective measure author (e.g., National Committee for Quality Assurance).

7. **Plan Responsibilities**

A. **Monitoring Project Milestones and Measures**. The plan will collect and evaluate all information related to implementation of the provider's project(s) for the purposes of ensuring progress toward the provider's goals and objectives, reporting to DHCS and other objectives as set forth in the BHI Incentive Program application.

B. **Reporting to DHCS.** The plan will report to DHCS on the project status as specified in the terms of the BHI Incentive Program application, the terms of federal approval for the BHI Incentive Program, and any applicable DHCS-issued guidance.

C. **Information Exchange**. The plan will provide the provider with the following information to support the provider on reporting project target population(s):

a. Adults and Children who have been Psychiatrically Hospitalized
b. Adults who are seen in the Emergency Department for Alcohol or Other Drug Abuse or Dependence – Emergency Department Utilization
c. Adults who are seen in the Emergency Department for Mental Illness – Emergency Department Utilization

D. **Administration of Project Funds**

a. **Initial Payment**. Within 30 days of the managed care plan's selection of a BHI Incentive Program applicant, or as otherwise mutually agreed upon by the plan and provider, the plan will provide initial payment to the provider as set forth in the terms of the project and BHI Incentive Program application.

b. **Milestone Payments.** Subsequent to the initial payment, all ongoing payments to the provider will be tied to achieving practice redesign components, milestones, or defined progress toward goals required by terms of the project and BHI Incentive

Attachment: MOU with Anthem - Jan 14 2021 (RES-2021-46 : MOU with Anthem for Value Based Payment Behavioral Health Integration

Program application. The plan will remit milestone payments to the provider within [NUMBER OF DAYS] days of the provider's successful demonstration to the plan of each milestone achievement per the terms of the project. The plan may adjust milestone measurement and related payments consistent with the terms of a corrective action plan. The plan will not make any milestone payment until all past due reporting is completed.

8. **Liaison.** The plan and provider will each designate a liaison(s) to serve as a point of contact for activities performed related to this MOU.

9. **MOU Monitoring. The** plan and provider will meet on a mutually agreed upon frequency, or upon request to monitor the performance of parties' responsibilities related to this MOU.

10. **Dispute Resolution.** If there is a dispute that cannot be resolved by the parties through Section 9 "MOU Monitoring," either party can submit a request for resolution to the Department of Health Care Services. A party shall give the other five business days of notice of its intent to submit a request for resolution.

Witness whereof, the parties hereto have executed this MOU as of [DATE].

Attest:

[PROVIDER]

By: Chevon Kothari

Chevon Kothari
Director

[PLAN]

By:

ATTACHMENTS:

Included in MOU	Exhibit/Attachment
X	Exhibit 1 – Approved Provider VBP BHI Project ("Project")

Attachment: MOU with Anthem - Jan 14 2021 (RES-2021-46 : MOU with Anthem for Value Based Payment Behavioral Health Integration

MARIPOSA COUNTY

Public Works · 209 966 5356

ORDINANCE 2021-1160

MEETING: January 26, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Ordinance Amending Section 10.08.031 - Camping and Overnight Parking

---

RECOMMENDED ACTION AND JUSTIFICATION:

Waive the Second Reading and Adopt "An Ordinance Amending Section 10.08.031 of the Mariposa County Code titled 'Camping and Overnight Parking'"

This Ordinance provides for No Overnight Camping or Parking on the North and South Sides of State Highway140 near Yosemite National Park in the community of El Portal upon receipt of a Caltrans Encroachment Permit.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Parking and camping in this area has become a hazard to vehicular traffic, pedestrian and a health safety concern all of which can be mitigated with the passage of this Ordinance.

Staff has received conditional approval of an Encroachment Permit from Caltrans which will be formalized and issued should this Ordinance be passed.

This ordinance was introduced on January 12, 2021.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board may choose to not pass the ordinance in which case safety concerns will not be mitigated. It can also amend it at the first reading; however, no amendments can be made once the ordinance has been introduced.

ATTACHMENTS:
PW - Final Ordinance (PDF)
MER-140 near El Portal No Parking Resolution (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

MARIPOSA COUNTY ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 10.08.031 OF THE MARIPOSA COUNTY CODE TITLED "CAMPING AND OVERNIGHT PARKING"

WHEREAS, the Board of Supervisors, with the written approval of Caltrans, desire to establish a no overnight camping or parking area on the north and south sides of State Highway 140 just outside of the Yosemite National Park boundary in El Portal; and

WHEREAS, the purpose of this ordinance is the preservation of the public peace, health, and safety in the area described below; and

WHEREAS, overnight camping and parking in this area has reached such intensity as to make it hazardous for traffic traveling on this portion of State Highway 140 and creates an immense wildfire danger during fire season when motorists pull off of the paved portion of State Highway 140 right of way and stop in areas of dry grass or ignite camp fires off the north and south sides of the highway.

NOW, THEREFORE, the Board of Supervisors of the County of Mariposa does ordain as follows:

SECTION I: Section 10.08.031 titled "Camping and Overnight Parking" which shall read in its entirety 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 device between the hours of 10:00 pm and 6:00am on State Highway 140 on the north side from a point .33 miles east of Caltrans Mile Marker 51 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 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 26th day of January 2021 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
KEVIN CANN, Chair
Board of Supervisors

ATTEST:

_____
RENE LA ROCHE
Clerk of the Board

APPROVED AS TO FORM:

_____
STEVEN W. DAHLEM
County Counsel

Attachment: PW - Final Ordinance (2021-ORD-1160 : Ordinance Amending Section 10.08.031 - Camping and Overnight Parking)

Tracy Gauthier

From: Rodriguez, Francisco J@DOT <francisco.j.rodriguez@dot.ca.gov>
Sent: Tuesday, December 22, 2020 4:56 PM
To: Mike Healy
Cc: Gill, Bob@DOT
Subject: MER-140 near El Portal No Parking Resolution

Hi Mike,

Just wanted to let you know that Caltrans District 10 Traffic Ops does not have any objection to the attached resolution that you sent previously. So when you are ready to apply for an encroachment permit, please contact Bob Gill, Permits Field Inspector for Mariposa County. He can be reached at: bob.gill@dot.ca.gov Bob would let you know what is required whenever the county wants to move forward.

The signs, installation and maintenance of the signs would be the responsibility of the county. Also I don't know if there are any environmentally sensitive areas in the proposed locations of installation so this would need to be taking into account by the county.

Thank you and have a good day!

Francisco J. Rodriguez, P.E.
District Permit Engineer
District 10 Encroachment Permits
Work (209) 948-7806
FAX : (209) 948-7232
E-mail : Francisco_J_Rodriguez@dot.ca.gov
Applications and Forms: https://dot.ca.gov/programs/traffic-operations/ep/applications
Video: e-How - Submitting an Encroachment Permit Application Package (YouTube link)

Attachment: MER-140 near El Portal No Parking Resolution (2021-ORD-1160 : Ordinance Amending Section 10.08.031 - Camping and Overnight

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2021-47

MEETING: January 26, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Adopt a Mitigated Negative Declaration for Dogtown Road Bridges 38 & 39

RECOMMENDATION AND JUSTIFICATION:
Adopt a Mitigated Negative Declaration for the Dogtown Road over Maxwell Creek Bridges 40C0038 & 40C0039 Replacement Projects; and approve the Mitigation Monitoring Report Program.

A Notice of Intent to adopt a Mitigated Negative Declaration for the Dogtown Road over Maxwell Creek Bridge (#40C0038 & #40C0039) Replacement Projects and a Public Notice of Availability of the Draft Initial Study/Mitigated Negative Declaration were sent to the State Clearinghouse for distribution. The Notice of Intent was published in the *Gazette* on September 17, 2020 and September 24, 2020.

The official comment period for the environmental determination began on September 21, 2020 and ended on October 20, 2020. No comments were received.

Consider the proposed Mitigated Negative Declaration for the Dogtown Road over Maxwell Creek Bridge (#40C0038 & #40C0039) Replacement Projects and any comments received and find that there is no substantial evidence that the project will have a significant effect on the environment.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Mariposa County Public Works Department proposes to replace the existing Dogtown Road Bridges (#40C0038 & #40C0039), which are required to ensure current safety and design standards for bridges and roadways. The bridges are proposed to be reconstructed concurrently. Roadway detours will be in place to route traffic around the work areas.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Should this CEQA determination not be adopted the project will stall and the County may be forced to repay all project costs expended to date.

ATTACHMENTS:
FINAL Dogtown_CEQA_ISMND UPDATED (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Tom Sweeney, District II Supervisors
SECONDER: Miles Menetrey, District V Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

Dogtown Road over Maxwell Creek Bridge (#40C0038 & #40C0039) Replacement Projects

Initial Study/Mitigated Negative Declaration

for HBP Federal Projects 5940(099) & 5940(106)



Prepared for:

Mariposa County Public Works Department

September 2020
(Update: December 2020)

Prepared by:

GEI Consultants

Consulting Engineers and Scientists

Attachment: FINAL Dogtown_CEQA_ISMND UPDATED (RES-2021-47 : Adopt a Mitigated Negative Declaration for Dogtown Road Bridges 38 &

Attachment: FINAL Dogtown_CEQA_ISMND UPDATED (RES-2021-47 : Adopt a Mitigated Negative Declaration for Dogtown Road Bridges 38 &

Dogtown Road over Maxwell Creek Bridge (#40C0038 & #40C0039) Replacement Projects

Initial Study/Proposed Mitigated Negative Declaration

Prepared for:

CEQA Lead Agency:

Mariposa County Public Works Department
4639 Ben Hur Road
Mariposa, CA 95338

Contact:

Gary Brown, P.E., County Engineer
209.966.5356

Prepared by:

GEI Consultants, Inc.
2868 Prospect Park Drive, Suite 400
Sacramento, CA 95670

Contact:

Ray Weiss
Project Manager
916.761.0988

September 2020

Attachment: FINAL Dogtown_CEQA_ISMND UPDATED (RES-2021-47 : Adopt a Mitigated Negative Declaration for Dogtown Road Bridges 38 &

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Abbreviations and Acronyms

AASHTO	American Association of State Highway and Transportation Officials
AB	Assembly Bill
ADA	Americans With Disabilities Act
ADT	Average Daily Traffic
Amsl	above mean sea level
APE	Area of Potential Effect
ASR	Archaeological Survey Report
BCC	Bird of Conservation Concern
BMPs	Best Management Practices
BSA	Biological Study Area
Caltrans	California Department of Transportation
CAAQS	California Ambient Air Quality Standards
Cal-IPCs	California Invasive Plant Council's
CARB	California Air Resources Board
CCIC	Central California Information Center
CCR	California Code of Regulations
CDFW	California Department of Fish and Wildlife
CDO	Cease and Desist Order
CEQA	California Environmental Quality Act
CESA	California Endangered Species Act
CFGC	California Fish and Game Code
Cfs	Cubic feet per second
CGS	California Geological Survey
CH4	Methane
CNDDB	California Natural Diversity Database
CNEL	community noise equivalent level
CNPS	California Native Plant Society
CO2	carbon dioxide
CRHR	California Register of Historical Resources
CRPR	California Rare Plant Rank
CWA	Clean Water Act
dB	decibel
dBA	A-weighted sound level

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Dbh	diameter at breast height
DPM	Diesel Particulate Matter
EFH	Essential Fish Habitat
EIR	Environmental Impact Report
EPA	U.S. Environmental Protection Agency
ESU	Evolutionarily Significant Unit
FE	Federally Endangered
FEMA	Federal Emergency Management Agency
FESA	Federal Endangered Species Act
FHWA	Federal Highway Administration
FSTIP	Federal State Transportation Improvement Program
GHGs	Greenhouse gases
GWh	Gigawatt hours
HBP	Highway Bridge Program
HFCs	Hydrofluorocarbons
HPSR	Historic Property Survey Report
HRER	Historic Resources Evaluation Report
HUC	Hydrologic Unit Code
ILE	Institute of Lighting Engineers
IS/MND	Initial Study/proposed Mitigated Negative Declaration
IPAC	Information, Planning, and Conservation System
Leq	equivalent continuous sound level
Ldn	day/night sound level
Lmax	maximum instantaneous noise level
LOS	level of service
MBTA	Migratory Bird Treaty Act
MLD	Most Likely Descendant
MUTCD	Manual of Traffic Control Devices
N2O	nitrogen dioxide
NAAQS	National Ambient Air Quality Standards
NAHC	Native American Heritage Commission
NEPA	National Environment Policy Act
NMFS	National Marine Fisheries Service
NO_X	nitrogen oxides
NPDES	National Pollutant Discharge Elimination Discharge
NRCS	Natural Resources Conservation Service
NRHP	National Register of Historic Places
OEHHA	Office of Environmental Health Hazard Assessment
OHP	Office of Historic Preservation

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OHWM	Ordinary High Water Mark
PCE	Primary Constituent Elements
PFCs	Perfluorocarbons
PES	Preliminary Environmental Study
PFMC	Pacific Fishery Management Council
PM_{10}	PM equal to or less than 10 micrometers in diameter
$PM_{2.5}$	PM equal to or less than 2.5 micrometers in diameter
PPV	Peak Particle Velocity
PRC	Public Resources Code
ROG	reactive organic gases
RSP	Rock Slope Protection
RWQCB	Regional Water Quality Control Board
SAA	Streambed Alteration Agreement
SE	State Endangered
SF6	Sulfur hexafluoride
SR	State Route
SSC	Species of Special Concern
SWPPP	Stormwater Pollution Prevention Plan
SWRCB	State Water Resources Control Board
TAC	Toxic Air Contaminants
TMDL	Total Maximum Daily Load
USACE	U.S. Army Corps of Engineers
USDA	U.S. Department of Agriculture
USFWS	U.S. Fish and Wildlife Service
USGS	U.S. Geologic Survey
WPCP	Water Pollution Control Program
WSE	Water Surface Elevation

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Chapter 1. Mitigated Negative Declaration

1.1 Introduction

The Mariposa County Public Works Department (County) has prepared this Initial Study/proposed Mitigated Negative Declaration (IS/MND) in compliance with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines to address the potentially significant environmental impacts of the following two bridge replacement projects:

- Dogtown Road over Maxwell Creek Bridge (#40C0038).
- Dogtown Road over Maxwell Creek Bridge (#40C0039).

Both bridges ae located on Dogtown Road in the northern portion of the County, with Bridge #40C0038 located 2 miles from the Town of Coulterville and Bridge #40C0039 located roughly ½ mile from the town. The County is the lead agency under CEQA. With both bridge projects located fairly close to each other on Dogtown Road and potentially affecting similar environmental resources, the County has prepared a single IS/MND addressing the environmental impacts of both bridge replacement projects. For the purposes of this IS, both bridges are referred to as the Proposed Project.

To satisfy specific CEQA requirements for the proposed project, this document includes:

- a proposed MND and the environmental determination (see **Chapter 1**),
- location and description of the proposed project (see **Chapter 2**),
- initial study checklist (see **Chapter 3**).

1.2 Purpose of the Initial Study

This document is an IS/MND prepared in accordance with CEQA (California Public Resources Code, Section 21000 et seq.) and the State CEQA Guidelines (Title 14, Section 15000 et seq. of the California Code of Regulations [CCR]). The purpose of this IS is to (1) determine whether proposed project implementation would result in potentially significant or significant impacts on the physical environment; and (2) incorporate mitigation measures into the proposed project design, as necessary, to eliminate the proposed project's potentially significant or significant project impacts or reduce them to a less-than-significant level. An MND is prepared if the IS identified potentially significant impacts, but: (1) revisions in the proposed project plans or proposals mitigate the impacts to a point where clearly no significant impacts would occur; and (2) there is no substantial evidence, considering the whole record before the agency, that the proposed project as revised may have a potentially significant or significant impact on the physical environment.

An IS presents environmental analysis and substantial evidence in support of its conclusions regarding the significance of environmental impacts. Substantial evidence may include expert opinion based on facts, technical studies, or reasonable assumptions based on facts. An IS is neither intended nor required to include the level of detail provided in an environmental impact report (EIR).

CEQA requires that all State and local government agencies consider the potentially significant and significant environmental impacts of projects they propose to carry out or over which they have discretionary authority, before implementing or approving those projects. The public agency that has the principal responsibility for carrying out or approving a proposed project is the lead agency for CEQA compliance (State CEQA Guidelines, CCR Section 15367). The County has principal responsibility for carrying out the proposed project and is therefore the CEQA lead agency for this IS/MND.

If there is substantial evidence (such as the findings of an IS) that a proposed project, either individually or cumulatively, may have a significant or potentially significant impact on the physical environment, the lead agency must prepare an EIR (State CEQA Guidelines, CCR Section 15064[a]). If the IS concludes that impacts would be less than significant, or that mitigation measures committed to by the County would clearly reduce impacts to a less-than-significant level, a Negative Declaration or MND can be prepared.

After the required public review of this document is complete, the County will consider all comments received on the IS/MND, the entirety of the administrative record for the project, and whether to adopt the proposed MND and a Mitigation Monitoring and Reporting Program and approve the proposed project.

1.3 Project Information

1. Project title:	Dogtown Road over Maxwell Creek Bridge (*#40C0038* & *#40C0039*) Replacement Projects
2. Lead agency name and address:	Mariposa County Public Works Department 4639 Ben Hur Road Mariposa, CA 95338
3. Contact person and phone number:	Gary Brown, P.E., County Engineer 209.966.5356
4. Project location:	Both bridge replacement project sites are located along Dogtown Road which crosses over Maxwell Creek. Both sites are located near the Town of Coulterville, which is located within the northern portion of the County. Bridge #40C0039 is nearest the Town (within ½ mile) and the project site for Bridge #40C0038 is located 1.5 miles further east along Dogtown Road. <u>Bridge #40C0038:</u> The project site is located within Section 34, Township 2 South, Range 16 East, of the *Coulterville* U.S. Geological Survey (USGS) 7.5-minute quadrangle topographic map. The approximate center coordinates of the site are Latitude 37.716378 north and Longitude -120.189732 east using the World Geodetic System 1984 (WGS84) datum (USGS 1973). <u>Bridge #40C0039:</u> The project site is located within Section 2, Township 3 South, Range 16 East, of the *Coulterville* USGS 7.5-minute quadrangle topographic map. The approximate center coordinates of the site are Latitude 37.709771 north and Longitude - 120.174123 east using the WGS84 datum (USGS 1973).

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5. Project sponsor's name and address:	Same As Lead Agency
6. General plan designation:	Bridge #40C0038: According to the County's General Plan Land Use map, areas north of Dogtown Road are designated as "Natural Resources" and areas south of Dogtown Road are designated as "Residential" in the vicinity of the project site. Bridge #40C0039: Similarly, areas north of Dogtown Road are designated as "Natural Resources" and areas south of Dogtown Road are designated as "Residential" in the vicinity of the project site.
7. Zoning:	Mountain Home & Mountain General
8. Description of project: (Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation. Attach additional sheets if necessary.)	The Mariposa County Public Works Department proposes to replace the existing bridges (*#40C0038* & *#40C0039*) on Dogtown Road which are required to ensure current safety and design standards for bridges and roadways are maintained. Replacement of the existing bridge (*#40C0038*) structure would occur with a single span, cast-in-place (CIP), post-tensioned concrete, slab bridge, approximately 60 feet long with two 9-foot-wide lanes, 2-foot-wide shoulders, and a 1'-5" wide concrete barrier, for a total width of 24'-10". With a soffit elevation of approximately 1,983.6, it appears there is more than 3 feet of freeboard with the existing bridge profile and the it may be lowered to smooth out the existing roadway profile Replacement of the existing bridge (*#40C0039*) structure would also occur with a single span, CIP, post-tensioned concrete, slab bridge, approximately 62 feet long with two 9-foot-wide lanes, 2-foot-wide shoulders, and a 1'-5" wide concrete barrier, for a total width of 24'-10". To increase the hydraulic capacity and to improve the roadway approach grades, the profile at the bridge will be raised approximately two feet.
9. Surrounding land uses and setting: Briefly describe the project's surroundings:	Both sites are located near the Town of Coulterville, within the northern portion of the County. Land uses surrounding the project sites consist of scattered low density residential uses, livestock grazing, woodlands, and open space uses. A residential unit is located roughly 200 feet north from the Bridge #40C0039 site. Scattered rural residential units are located near the Bridge #40C0038 site, however; the residential structures are not located along Dogtown Road, but are set back on the properties, away from the roadway and not entirely visible from the project site.
10. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement.)	California Department of Fish and Wildlife, Central Valley Regional Water Quality Control Board, State Water Resources Control Board, the United States Fish and Wildlife Service, and U.S. Army Corps of Engineers.
11. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code (PRC) Section 21080.3.1? If so, is there a plan for consultation that includes, for example, the determination of	The County has sent letters requesting AB 52 consultation to the following federally recognized tribes and California tribes: North Fork Mono Tribe Mr. Ron Goode

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significance of impacts to tribal cultural resources, procedures regarding confidentiality, etc.? Note: Conducting consultation early in the CEQA process allows tribal governments, lead agencies, and project proponents to discuss the level of environmental review, identify and address potential adverse impacts to tribal cultural resources, and reduce the potential for delay and conflict in the environmental review process. (See PRC Section 21080.3.2.) Information may also be available from the California Native American Heritage Commission's Sacred Lands File per PRC Section 5097.96 and the California Historical Resources Information System administered by the California Office of Historic Preservation. Please also note that PRC Section 21082.3(c) contains provisions specific to confidentiality.	North Fork Rancheria of Mono Indians Mr. Gary Walker Southern Sierra Miwuk Nation Lois Martin, Chairperson Tuolumne Band of Me-Wuk Indians Kevin Day, Chairperson

1.4 Environmental Determination

1.4.1 Summary

The County has prepared an IS to assess the potential effects of the proposed project on the environment in the project area. The analysis of potential environmental impacts from the proposed project is based on data gathered for this project and other projects within the project vicinity. **Chapter 3** of this document contains the analysis and discussion of potential environmental impacts of the proposed project. Based on the issues evaluated in that chapter, it was determined that:

The proposed project would result in ***no impacts*** on the following issue areas:

- Agriculture and Forestry Resources
- Land Use and Planning
- Population and Housing
- Public Services
- Energy
- Mineral Resources
- Recreation
- Utilities and Service Systems

The proposed project would result in ***less-than-significant*** impacts on the following issue areas:

- Aesthetics
- Greenhouse Gas Emissions
- Air Quality

The proposed project would result in ***less-than-significant impacts*** after ***mitigation*** implementation on the following issue areas:

- Biological Resources
- Geology and Soils
- Hazards/Hazardous Materials
- Tribal Cultural Resources
- Cultural Resources
- Hydrology and Water Quality
- Noise and Transportation
- Wildfire

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1.4.2 Mitigation Measures

Mitigation measures have been identified to reduce all potentially significant impacts of the proposed project. Implementation of identified mitigation measures would avoid or reduce all the proposed project's potentially significant impacts to a less than significant level. The mitigation measures are summarized below in **Table 1-1** by initial study topic.

Table 1-1. Summary of Mitigation Measures

Initial Study Topic	Mitigation Measure
Biological Resources	Mitigation Measure BIO-1: Conduct Preconstruction Species Surveys Mitigation Measure BIO-2: Conduct Environmental Awareness Training Mitigation Measure BIO-3: Install Temporary Fencing around Environmentally Sensitive Habitat Mitigation Measure BIO-4: Restore Temporarily Disturbed Areas Mitigation Measure BIO-5: Implement Water Quality Best Management Practices Mitigation Measure BIO-6: Provide Escape Ramps or Cover Open Trenches Mitigation Measure BIO-7: Restrict In-Stream Work to Low-Flow Period Mitigation Measure BIO-8: Monitor During Dewatering Activities Mitigation Measure BIO-9: Monitoring During Ground Disturbance and Vegetation Removal Mitigation Measure BIO-10: Install Catchment Tarps Prior to any Work Activity to the Bridges Mitigation Measure BIO-11: Rescue Stranded Aquatic Life Mitigation Measure BIO-12: Avoid the Spread of Invasive Plant Species
Cultural Resources	Mitigation Measure CUL-1: Discovery of Cultural Resources during Ground-Disturbing Activities Mitigation Measure CUL-2: Accidental Finding of Human Remains
Geology & Soils	Mitigation Measure GEO-1: Avoid and Minimize Impacts to Paleontological Resources
Hazards & Hazardous Materials	Mitigation Measure HAZ-1: Implement BMPs for Wildland Fire Prevention
Hydrology & Water Quality	Mitigation Measure BIO-2: Conduct Environmental Awareness Training Mitigation Measure BIO-3: Install Temporary Fencing around Environmentally Sensitive Habitat Mitigation Measure BIO-4: Restore Temporarily Disturbed Areas Mitigation Measure BIO-5: Implement Water Quality Best Management Practices Mitigation Measure BIO-7: Restrict In-Stream Work to Low-Flow Period Mitigation Measure BIO-10: Install Catchment Tarps Prior to any Work Activity to the Bridges
Noise	Mitigation Measure NOS-1: Construction Noise Reducing Best Management Practices
Transportation	Mitigation Measure TC-1: Prepare and Implement a Traffic Detour and Control Plan
Tribal Cultural Resources	Mitigation Measure CUL-1: Discovery of Cultural Resources during Ground-Disturbing Activities Mitigation Measure CUL-2: Accidental Finding of Human Remains
Wildfire	Mitigation Measure TC-1: Prepare and Implement a Traffic Detour and Control Plan Mitigation Measure HAZ-1: Implement BMPs for Wildland Fire Prevention

1.4.3 Determination (To be completed by the Lead Agency)

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 project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

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☐ 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.



Signature

September 2020
Date

Gary Brown, P.E.
Print Name

County Engineer
Title

Mariposa County Public Works Department
Agency

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Chapter 2. Project Description

2.1 Introduction

The Mariposa County Public Works Department (County) proposes to replace two existing bridges (*#40C0038* and *#40C0039*) on Dogtown Road over Maxwell Creek (proposed project), considered by the most recent California Department of Transportation (Caltrans) bridge inspection reports as experiencing several structural deficiencies making the bridges eligible for replacement under the Highway Bridge Program (HBP). The replacement structures will be consistent with current roadway design standards.

To assess the environmental impacts of the proposed project, this chapter includes design details and the expected construction process (e.g., equipment types, timing, etc.). Background information, along with a general site description, and a list of related regulatory permits and approvals required for the project is also provided below.

2.2 Project Background and Setting

The primary purpose of the project is to meet current design and safety standards for bridges and roads while minimizing impacts to Maxwell Creek and surrounding habitats and land uses. Periodic inspections by Caltrans have classified the existing Bridge #40C0038 (built in 1958) as "Structurally Deficient", with a sufficiency rating of 35.3, making the bridge eligible for replacement under the HBP. Currently the existing bridge is experiencing several structural deficiencies (including a bent left lower chord, sections of timber missing from several of the bridge stringers, and some cracked welds in the bridge spacers). Additionally, the bridges narrow width has contributed to difficulties in evacuating the area during past fire events.

> The term "*Structurally Deficient*" or "*Functionally Obsolete*" are federal designations that mean a bridge isn't up to current building standards. Often this means the lanes are too narrow or there is no shoulder on the side of the bridge for stalled cars. Less frequently it means there could be structural problems or waterway adequacy issues serious enough to warrant a "high priority of corrective action." The Federal Highway Administration uses a scoring system to determine whether to label a bridge under these designations.

Similarly, the existing Bridge #40C0039 (built in 1944) is experiencing several structural deficiencies (including timber girders with checks and white rot) and the bridge's narrow width 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 HBP, the most recent Caltrans bridge inspection report gave the bridge a sufficiency rating of 57.0 and a status of "Functionally Obsolete". This made the bridge eligible for rehabilitation as part of the HBP. However, the County provided justification for replacement, which Caltrans subsequently approved.

The proposed project is being implemented by Caltrans and the County as part of the HBP within the Federal State Transportation Improvement Program (FSTIP). Briefly, the purpose of the HBP is to replace or rehabilitate publicly owned bridges that the State and Federal Highway Administration have deemed significantly important but unsafe, due to structural deficiencies, physical deterioration, or

functional obsolescence. Federal funding is available to local agencies annually, which HBP utilizes to provide reimbursement for eligible projects. For the purposes of compliance with the National Environment Policy Act (NEPA), Caltrans is identified as the "Lead Agency", with the County identified as the "Lead Agency" for compliance with CEQA.

2.2.1 Environmental Setting

The proposed project is located on Dogtown Road in the northern portion of the County, with Bridge #40C0038 located 2 miles from the Town of Coulterville and Bridge #40C0039 located roughly ½ mile from the town (see **Figure 2-1**), near the road's intersection with Greeley Hill Road. The project sites are located in the *Coulterville*, California, U.S. Geological Survey (USGS) 7.5 minute topographic quadrangle map. Project site elevations range from 1,980 to 2,015 feet above mean sea level (amsl) for Bridge #40C0038 and slightly lower (1,750 to 1,870 feet amsl) for Bridge #40C0039.

Dogtown Road is a narrow paved rural road that connects (via Greeley Hill Road) rural unincorporated residents to the Town of Coulterville and the regional transportation network (State Routes [SR] 49 and 132). The existing roadway approaches are approximately 16 to 19 feet wide for both bridges. The latest Caltrans Bridge Inspection Reports lists the average daily traffic (ADT) to be 120 (2004), with a future ADT to be 407 (2029) vehicles per day. Based on this ADT, the functional classification, and terrain per American Association of State Highway and Transportation Officials (AASHTO) *A Policy on Geometric Design of Highways and Streets (2011)*, 30 mph is considered an appropriate design speed for this roadway. However, while no speed limit signs were observed during visits to the project sites, the existing alignment of the road allows for a speed of approximately 15 mph.

2.2.2 Surrounding Land Uses



Photo 2-1: Open space views from Bridge #40C0038.

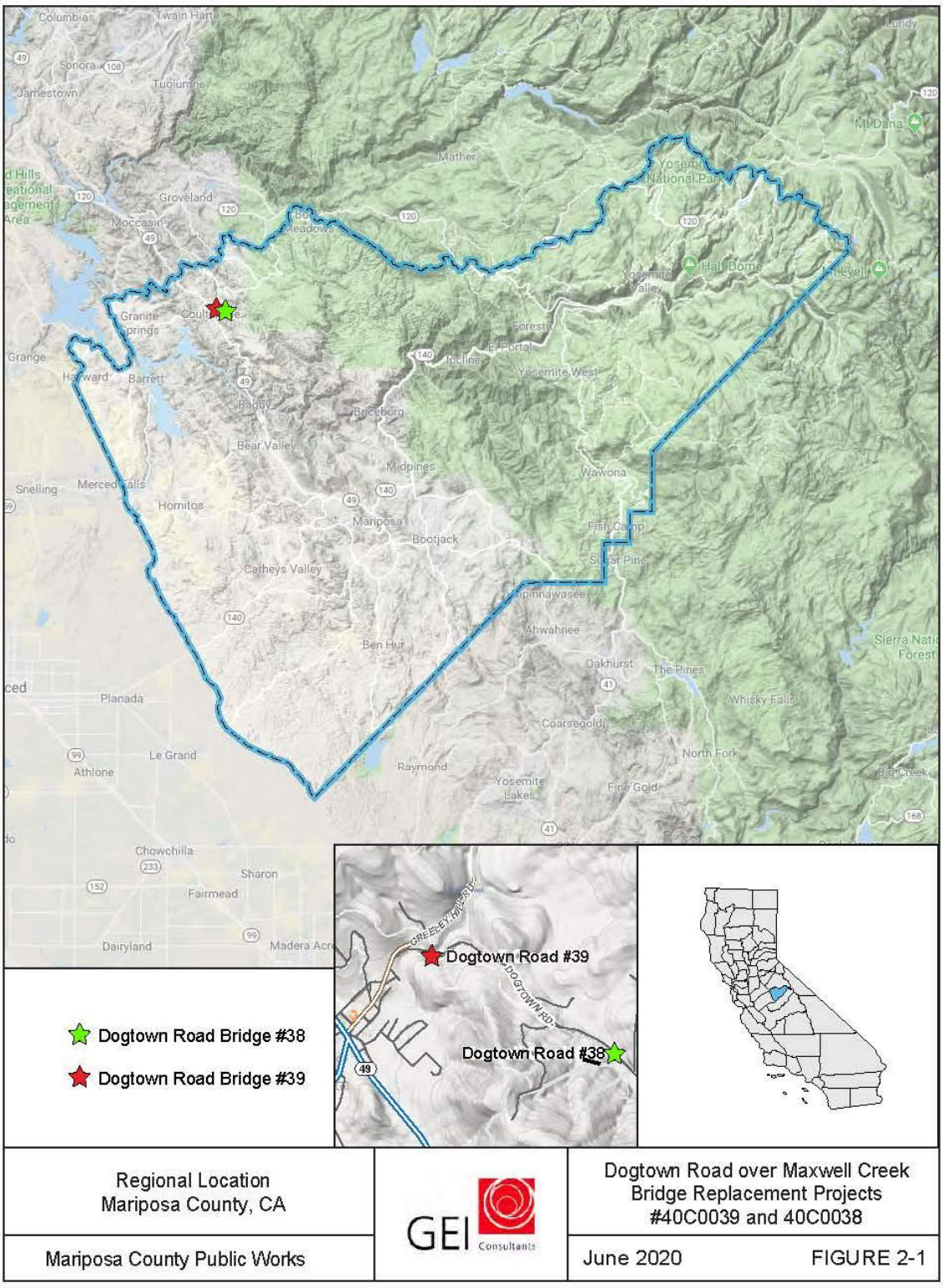


Photo 2-2: Open space uses around Bridge #40C0039.

Land uses surrounding the proposed project sites consist of scattered low density residential uses, livestock grazing, and open space uses (see **Photos 2-1** and **2-2**). Adjoining properties are predominantly undeveloped and interspersed with scattered rural residences and oak woodlands. Residential structures are typically not located along Dogtown Road, but are set back on the properties, away from the roadway. The nearest residences to the Bridge #40C0038 project site are located 700 to 800 feet north and southwest of the bridge and the nearest residence to Bridge #40C0039 is roughly 200 feet north from the project site. Overviews of the project sites are shown in **Figures 2-2** and **2-3**.

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Figure 2-1. Regional Location



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Figure 2-2. Project Site: Bridge #40C0038



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Figure 2-3. Project Site: Bridge #40C0039



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2.2.3 Land Use Designations

According to the County's Land Use map, areas north of Dogtown Road are designated as "Natural Resources" and areas south of Dogtown Road are designated as "Residential" in the vicinity of the project sites (Mariposa County 2005).

2.3 Project Objectives

Specific objectives of the proposed project are to replace the existing Dogtown Road Bridges #40C0038 and #40C0039 with new structures that:

- Remove the existing structures, deemed Structurally Deficient and Functionally Obsolete, and reconstruct the bridges to accommodate safe vehicular and pedestrian access;
- Provide new structures that are wider to meet current design standards;
- Widen bridge approaches to accommodate wider structure; and
- Improve hydraulic conveyance in the creek.
- Minimizes environmental impacts to local resources.

2.4 Project Description

The proposed project would replace the existing bridges with new bridges in essentially the same locations. Overall, each construction site encompasses approximately 1 acre, with the construction footprint including the existing bridge, the portion of Maxwell Creek directly under the bridge deck, and areas adjacent to the existing bridge abutments (see **Figures 2-4** and **2-5** in **Section 2.7**, below). These figures (along with others referenced in this chapter) are oversized to show details of the construction process and are all located below in **Section 2.7** "**Oversized Figures**".

2.4.1 Description of Existing Bridge

The existing Bridge #40C0038, built in 1958, is a single span, steel pony truss bridge, approximately 67 feet long by 16 feet wide, with the bridge crossing Maxwell Creek supported by reinforced concrete, seat type abutments. The existing roadway approaches are approximately 19 feet wide.

The existing Bridge #40C0039, built in 1944, is a two span, timber stringer bridge, approximately 42 feet long by 17 feet wide, with the bridge crossing Maxwell Creek supported by a reinforced concrete pier wall and reinforced concrete seat type abutments. The existing roadway approaches are approximately 16 to 19 feet in width.

2.4.2 Construction Process

The primary activities and time periods that will comprise the construction process for the proposed project are summarized below in **Table 2-1**. The following section provides additional details regarding these activities.

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Table 2-1. Proposed Construction Work Order and Schedule

Activity	Estimated Dates
Preconstruction Surveys & Environmental Awareness Training	March – May
Initial Site Construction Activities *Clearing project site and installing environmental fencing* *Install water diversion* *Install erosion control measures*	May – June
Construct Traffic Detour and Remove Existing Bridge Structures	June to August
Construction of New Bridge #40C0038 and #40C0039 *Footing construction at abutments* *Abutment construction* *Place cast-in-place slab and post-tensioned concrete slab* *Finish bridge deck and complete barriers* *Install scour countermeasures (RSP – if necessary)* *Reconstruct roadway approaches* *Restore project site*	July to October

Preconstruction Surveys and Environmental Awareness Training

Onsite preconstruction activities would be focused on completing the regulatory agency (see **Section 2.6** "**Required Permits and Approvals**" below) permitting conditions and implementation of the proposed project's mitigation monitoring and reporting plan. Key activities would focus on completion of the following:

- Nesting bird/raptor surveys.
- Preconstruction species surveys.
- Construction worker environmental awareness training.
- Restricting in-stream creek work to low-flow periods.

Initial Site Construction Activities

Prior to removal of the existing bridge structures, the initial stages of construction would include site clearing and vegetation removal, the installation of environmental fencing around sensitive trees and habitats, and implementation of a water diversion system to allow for a temporary traffic detour during the construction process. These initial construction stages are further described below.

Site Clearing, Vegetation Removal, and Tree Preservation Measures

Portions of the project site within and surrounding the Maxwell Creek area would require site clearing and vegetation removal to facilitate access to the existing bridge abutments and construction of the temporary traffic detour.

Maxwell Creek is an intermittent stream and would be considered a water of the U.S. and State because it has a well-defined ordinary high water mark (OHWM) and because water that flows within this stream drains to a navigable waterway. This habitat and its associated riparian vegetation communities qualify as natural communities of special concern, as they are regulated by state and federal resource agencies. **Table 2-2** summarizes temporary and permanent impacts on these vegetation communities. The

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construction contractor will be responsible for the installation of environmental fencing, monitoring, and the protection of on-site sensitive habitats. These measures and the impacts presented below in the table are more fully described below in Chapter 3, **Section 3.6** "**Biological Resources**".

Table 2-2. Summary of Temporary and Permanent Effects by Vegetation Community

Vegetation Community	Permanent Impacts (Acres)	Temporary Impacts (Acres)
BRIDGE #40C0038		
Blue Oak – Foothill Pine Woodland	0.113	0.343
Valley Foothill Riparian	0.041	0.093
Intermittent Stream (Maxwell Creek)	0.034	0.112
Total	0.188	0.548
BRIDGE #40C0039		
Blue Oak – Foothill Pine Woodland	0.117	0.294
Valley Foothill Riparian	0.003	0.013
Intermittent Stream (Maxwell Creek)	0.016	0.091
Total	0.136	0.398

Source: *Natural Environment Study for Bridge #40C0038 and Bridge #40C0039* (Area West Environmental, Inc. 2020a, 2020b)

Proposed Dewatering Methods

The proposed project will not involve permanent modifications to the Maxwell Creek channel. However, site vegetation clearing, construction of a temporary traffic access route, bridge demolition and new bridge construction will require temporary access to the creek channel to remove the existing bridge pier/abutments, to install and remove temporary falsework supports, and to install new rock slope protection at the abutments (if necessary).

Depending on creek flows, a temporary creek diversion system will be necessary for the staged traffic access route and may be necessary during both demolition of the existing bridges and the construction of the new bridges. Since work would occur during the low flow season, only localized dewatering is anticipated at the abutment locations to control groundwater during abutment construction. The staged traffic access route will require temporary stream diversion through placement of several small culverts within the channel that are then covered with crushed rock to allow traffic to pass over small flows. 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.

Erosion Control

As a result of permitting conditions from the California Department of Fish and Wildlife (Section 1602 Streambed Alteration Agreement), the RWQCB, and as referenced in **Mitigation Measure BIO-5** "Implement Water Quality Best Management Practices", the construction contractor will be required to install temporary Best Management Practices (BMPs) (including silt fencing, straw bales/fiber rolls, etc.) to control any runoff or erosion from the project site into the surrounding waterways. These

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temporary BMPs would be installed prior to any construction operations and would remain in place for the duration of the construction period. The removal of these BMPs would be the final operation, along with project site cleanup and restoration. BMPs would consist of all applicable federal, state, and local erosion and sediment control policies, as more fully described in Chapter 3, **Section 3.6** "**Biological Resources**" and **Section 3.12** "**Hydrology and Water Quality**".

Removal and Construction of the New Bridge

Removal or demolition of the existing bridges would involve typical concrete removal methods including saw-cutting and jackhammering, with segments of the superstructure broken into relatively large pieces and removed by a crane situated on the roadway.

Both replacement structures will be single span, cast-in-place, post-tensioned concrete, slab bridges (see **Figures 2-4** and **2-5** in **Section 2.7**, below). Bridge #40C0038 will have two 9-foot wide lanes with 2-foot wide shoulders and a 1-foot, 5-inch wide concrete barrier, for a total width of 24-feet, 10-inches. The total length of the replacement bridge will be 60-feet long. Bridge #40C0039 will also have two 9-foot wide lanes with 2-foot wide shoulders and 1-foot, 5-inch wide concrete barrier, for a total width of 24-feet, 10-inches. The total length of this replacement bridge will be slightly longer at 62-feet long. Based on the shallow rock conditions at the project sites, it is anticipated that the bridge will be founded on spread footings.

Bridge Abutments. Construction of the new bridge abutments will require two excavation areas approximately 30 feet wide by 15 feet long by 10 feet deep. Skewed abutments will improve the hydraulic conveyance at each bridge site.

Bridge Profile. Peak flows for Maxwell Creek within the project sites were determined using the USGS regional regression equations and a hydraulic analysis (incorporating these flows) was performed using the U.S. Army Corps of Engineers' (USACE) Hydraulic Engineering Center's River Analysis System (HEC-RAS). This analysis shows the 100 year and 50 year water surface elevations (WSE) to be 1,979.6 and 1,978.9, respectively for Bridge #40C0038. For Bridge #40C0039, the analysis shows the 100 year and 50 year WSE's to be 1,761.0 and 1,759.3, respectively.

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). With a soffit elevation of approximately 1,983.6 it appears there is more than 3 feet of freeboard over the 50-year WSE with the current profile of Bridge #40C0038. Consequently, the proposed project includes lowering the existing profile at this bridge location to smooth out the existing roadway profile.

With a soffit elevation of approximately 1,758.5, the existing Bridge #40C0039 does not pass the 100-year or the 50-year WSE by 3.4 feet and 2.7 feet, respectively. To increase the hydraulic capacity and to improve the roadway approach grades, the profile at the Bridge #40C0039 location will be raised approximately two feet. This raise will reduce the approach grades from a non-standard 14% to a standard 12%.

Roadway Approaches, Railing, and Bridge Width. The proposed road improvements will be designed to meet or exceed AASHTO's Policy on Geometric Design of Highways and Streets (Greenbook). With the existing roadway only being between 16 and 19 feet wide at the bridge locations, the proposed

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project will include a widening of the roadway on both sides of the bridges to transition from the narrow road to the wider bridges (total width of 24-feet, 10-inches. For Bridge #40C0038, these roadway transitions are anticipated to occur approximately 210 feet on the west end of the bridge and approximately 115 feet on the east end of the bridge. For Bridge #40C0039, these roadway transitions are anticipated to occur approximately 160 feet west and 195 feet east of the ends of the bridge.

In-Channel Work. As previously described, some work will be necessary within the Maxwell Creek channel to remove the existing piers and abutments, construct new abutments, and install new rock slope protection at the abutment locations (if necessary). Construction excavations within the creek channel would be restricted to as near the banks of the creek to the maximum extent practicable, and work conducted in the creek bed would be restricted to the summer/fall months when the creek is flowing at its lowest point.

Utility Relocation

The proposed project will not require the relocation of any existing utilities at the sites.

Right of Way

Temporary construction easements (primarily for equipment staging and the temporary detour) will be required from several of the parcels that comprise the project footprint (shown in **Figures 2-4** and **2-5**). A small amount of permanent right-of-way acquisition will be required to accommodate the wider roadway approach and bridge structure.

2.4.3 Construction Schedule, Site Access, and Equipment Staging

The proposed project is scheduled for construction during the 2022/2023 timeframe, with much of the work to take place during the summer months within the waterway of Maxwell Creek when flows are at their lowest levels. Primary construction activities would take place once the existing bridges are closed and would follow a simple phased process: construction temporary traffic detour, bridge demolition, followed by new bridge construction, with foundation work in the creek followed by superstructure construction. Construction staging areas will be located on and adjacent to the bridge approaches.

The proposed order of work and associated schedule was previously provided above in **Table 2-1**. A general list of equipment that may be used during the construction process is identified below in **Table 2-3**.

With the shortest available detour route around the project sites being 12 miles in length, it was determined that a full road closure during the project's construction schedule was not feasible. Also, the existing bridge types (timber deck/stringers and a truss bridge) do not facilitate staged construction or a partial removal of the existing bridge structure necessary for staged/one-way traffic use. Therefore, during construction a temporary detour (with a low water crossing) adjacent to the existing bridge will need to be utilized (see **Figures 2-6** and **2-7**). This will keep the road open throughout the duration of construction and will consist of the following stages:

- Construct adjacent detour utilizing small diameter culverts covered with crushed rock to allow flows from minor storms to pass;
- Shift traffic to the detour;

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- Remove existing bridge;
- Construct new structure; and
- Remove traffic detour.

This traffic detour will need to be in use for approximately 3 - 4 months.

Table 2-3. Proposed Equipment and Purpose

Equipment	Construction Purpose
Dump Truck	Fill material delivery/surplus removal
Excavator	Soil manipulation
Front-end Loader	Dirt or gravel manipulation
Grader	Ground leveling
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, Pipe Network, Siltation Baffles, Cofferdam, or Culvert	Equipment for dewatering

2.5 Required Permits and Approvals

Major permits or approvals that would likely be required for the proposed project are identified below in **Table 2-4**.

Table 2-4. Project Related Permits and Approvals

Agency	Permit/Approval
U.S. Army Corps of Engineers (USACE)	Clean Water Act Section 404 Permit for discharge of fill to Waters of the U.S.
U.S. Fish and Wildlife Service (USFWS)	Endangered Species Act (ESA) compliance; Section 7 consultation. Consultation will take place through the Caltrans NEPA approval process.
State Historic Preservation Office	Section 106 of the National Historic Preservation Act. Consultation will take place through the Caltrans NEPA approval process.
California Department of Fish and Wildlife (CDFW)	Section 1602 Streambed Alteration Agreement.
Regional Water Quality Control Board (RWQCB)	Clean Water Act (CWA) Section 401 Certification and Clean Water Act Section 402 National Pollutant Discharge Elimination System Stormwater Permit for General Construction.
County of Mariposa	Design and CEQA review from County.

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2.6 Mitigation and Best Management Practices

Various environmental control measures will be required by the proposed project and incorporated into the project's construction plans and specifications. These may include the use of erosion control and silt fencing BMPs consistent with applicable federal, state, and local regulations Additional BMPs would be enforced to maintain site appearance, control dust, and provide noise attenuation if needed. The following biological and cultural resources technical reports have been completed which identify measures that would be included in the contract documents to address potential impacts, including the need for preconstruction nesting bird surveys, revegetation measures, and other species avoidance measures. Other control measures will include water quality and environmental spill contingency plans for work near the creek channel.

2.7 Oversized Figures

This section provides the following oversized figures which illustrate the construction process described above in **Section 2.4** "**Project Description**": **Figures 2-8** and **2-9** identify the proposed project's impacts to vegetation communities within the biological study area for each bridge. These figures are more fully described in Chapter 3, **Section 3.6** "**Biological Resources**".

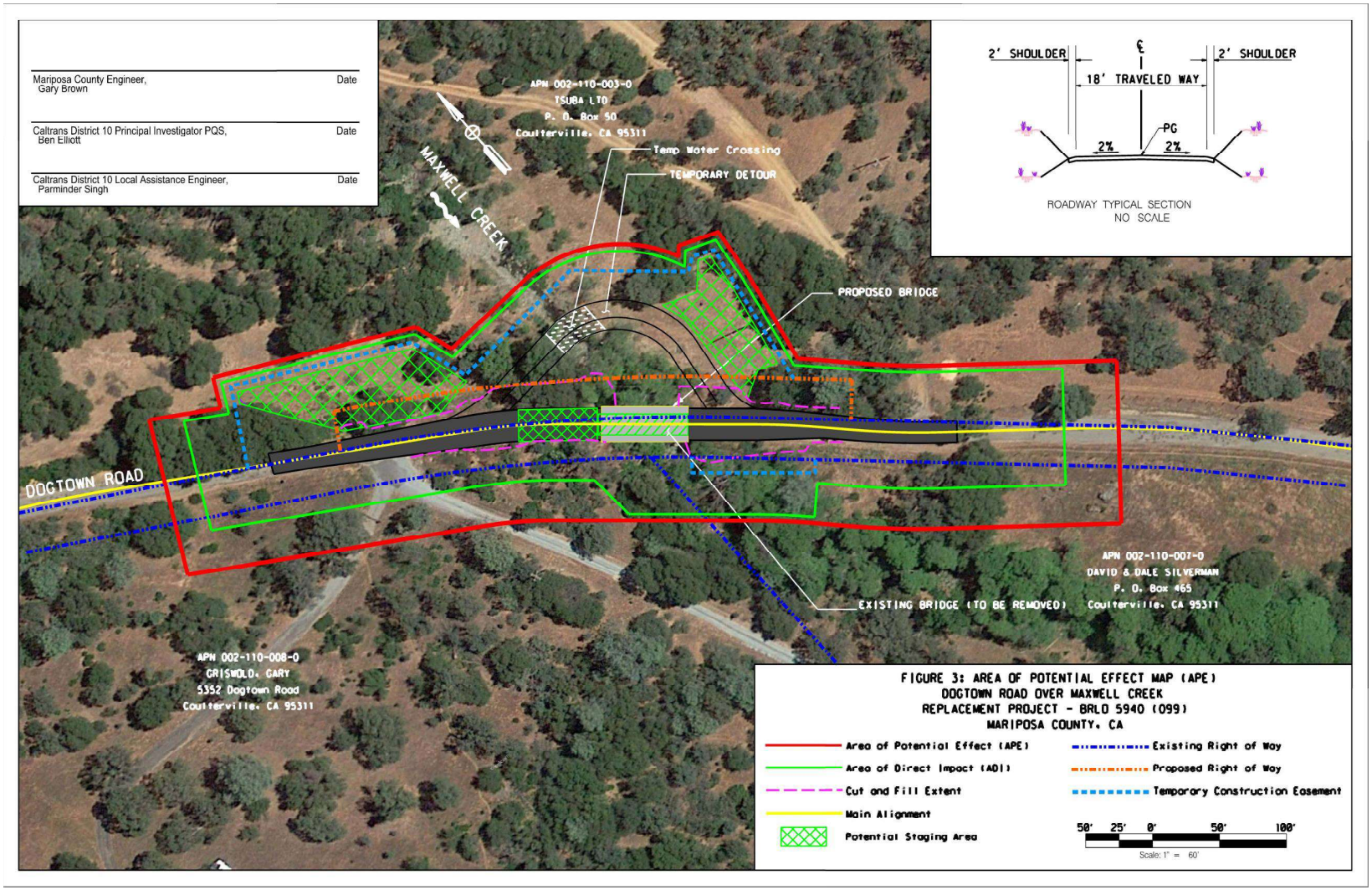
- Figure 2-4. Bridge #40C0038 - Proposed Project Site Plan (Including Area of Potential Effect)
- Figure 2-5. Bridge #40C0039 - Proposed Project Site Plan (Including Area of Potential Effect)
- Figure 2-6(a-c). Bridge #40C0038 - Proposed Road Detour: Stages 1-3
- Figure 2-7(a-c). Bridge #40C0039 - Proposed Road Detour: Stages 1-3
- Figure 2-8. Bridge #40C0038 – Permanent and Temporary Vegetation Community Impacts
- Figure 2-9. Bridge #40C0039 – Permanent and Temporary Vegetation Community Impacts

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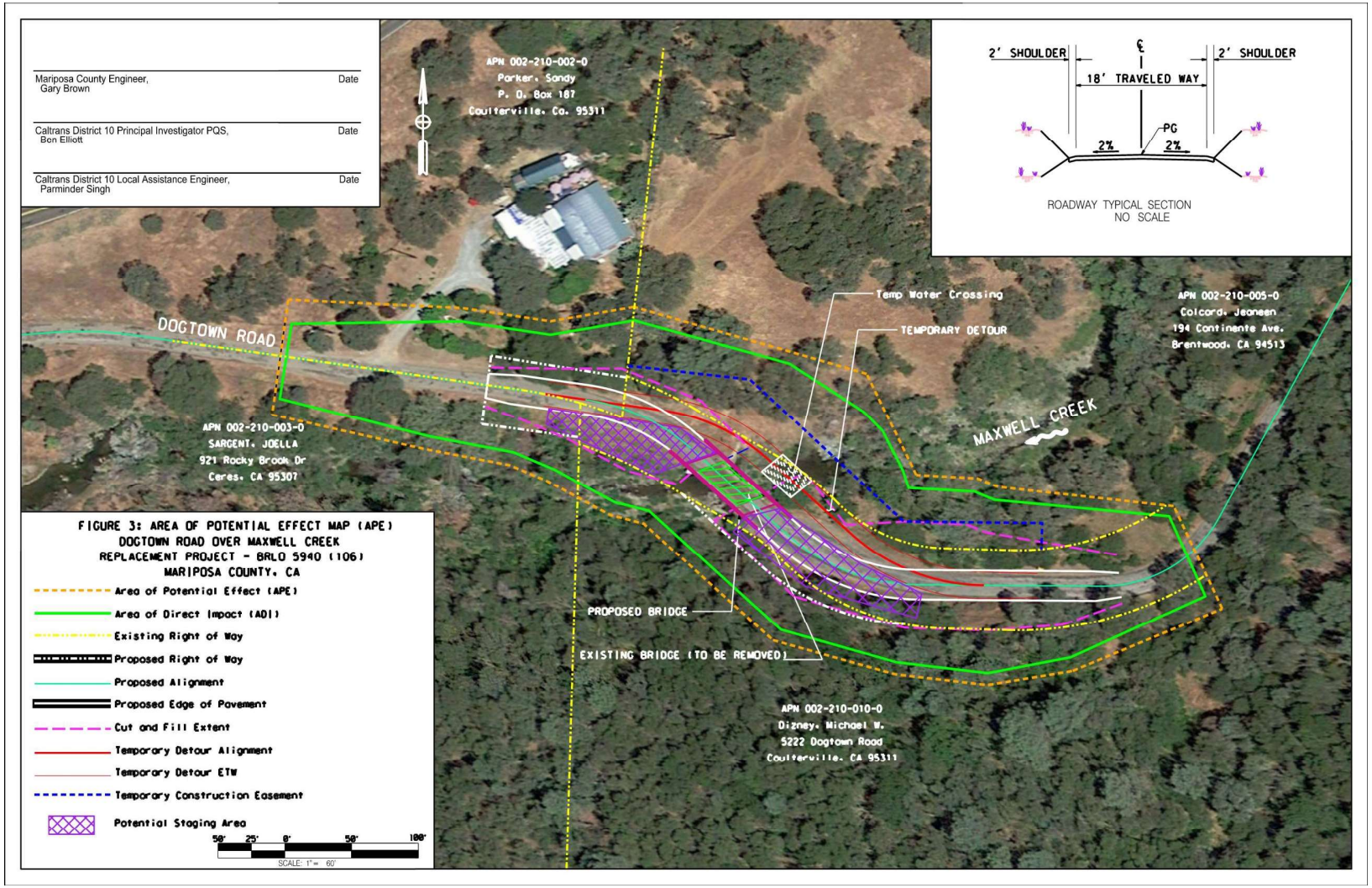
Attachment: FINAL Dogtown_CEQA_ISMND UPDATED (RES-2021-47 : Adopt a Mitigated Negative Declaration for Dogtown Road Bridges 38 &

Figure 2-4. Bridge #40C0038 - Proposed Project Site Plan (Including Area of Potential Effect)



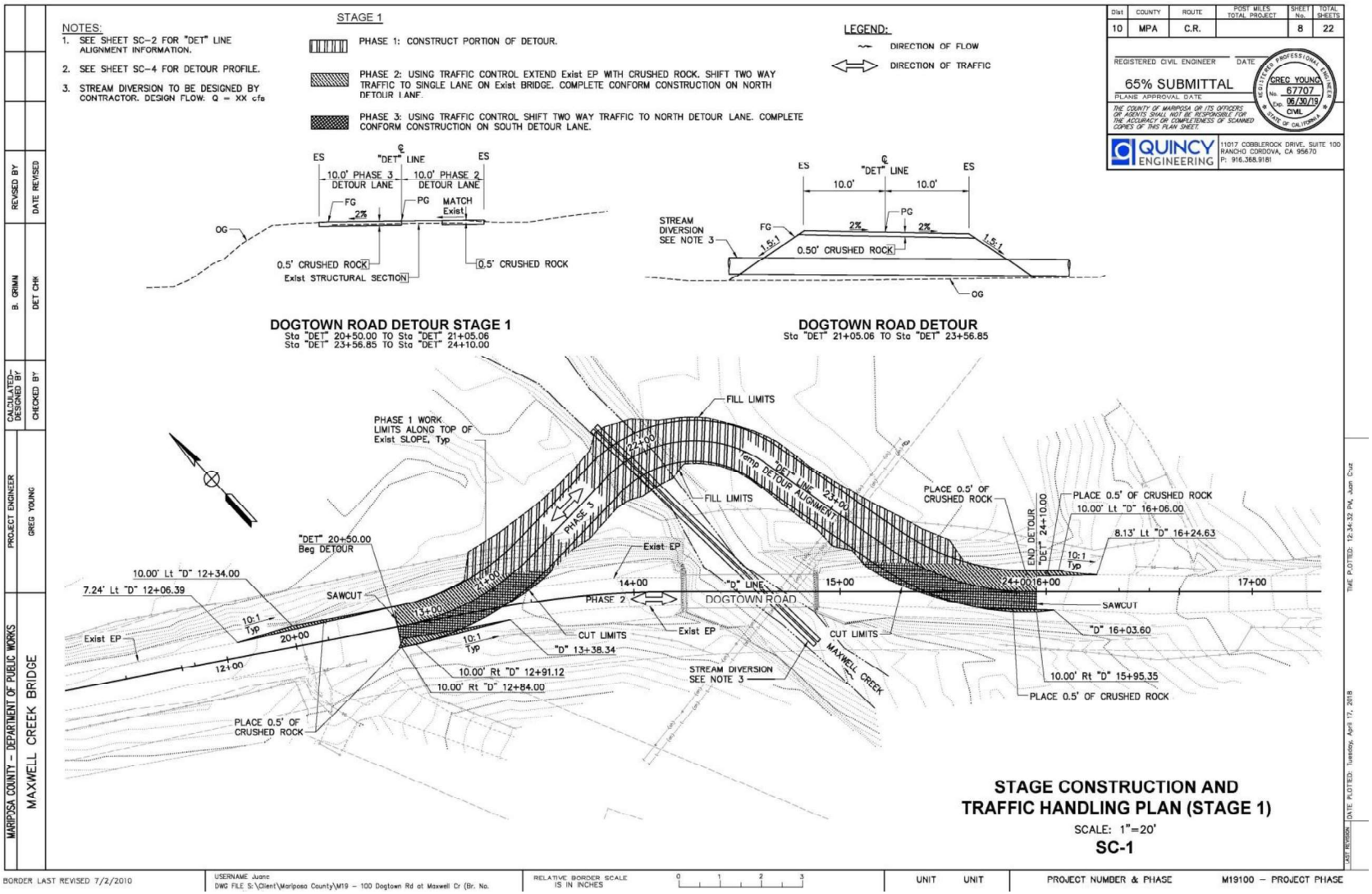
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Figure 2-5. Bridge #40C0039 - Proposed Project Site Plan (Including Area of Potential Effect)



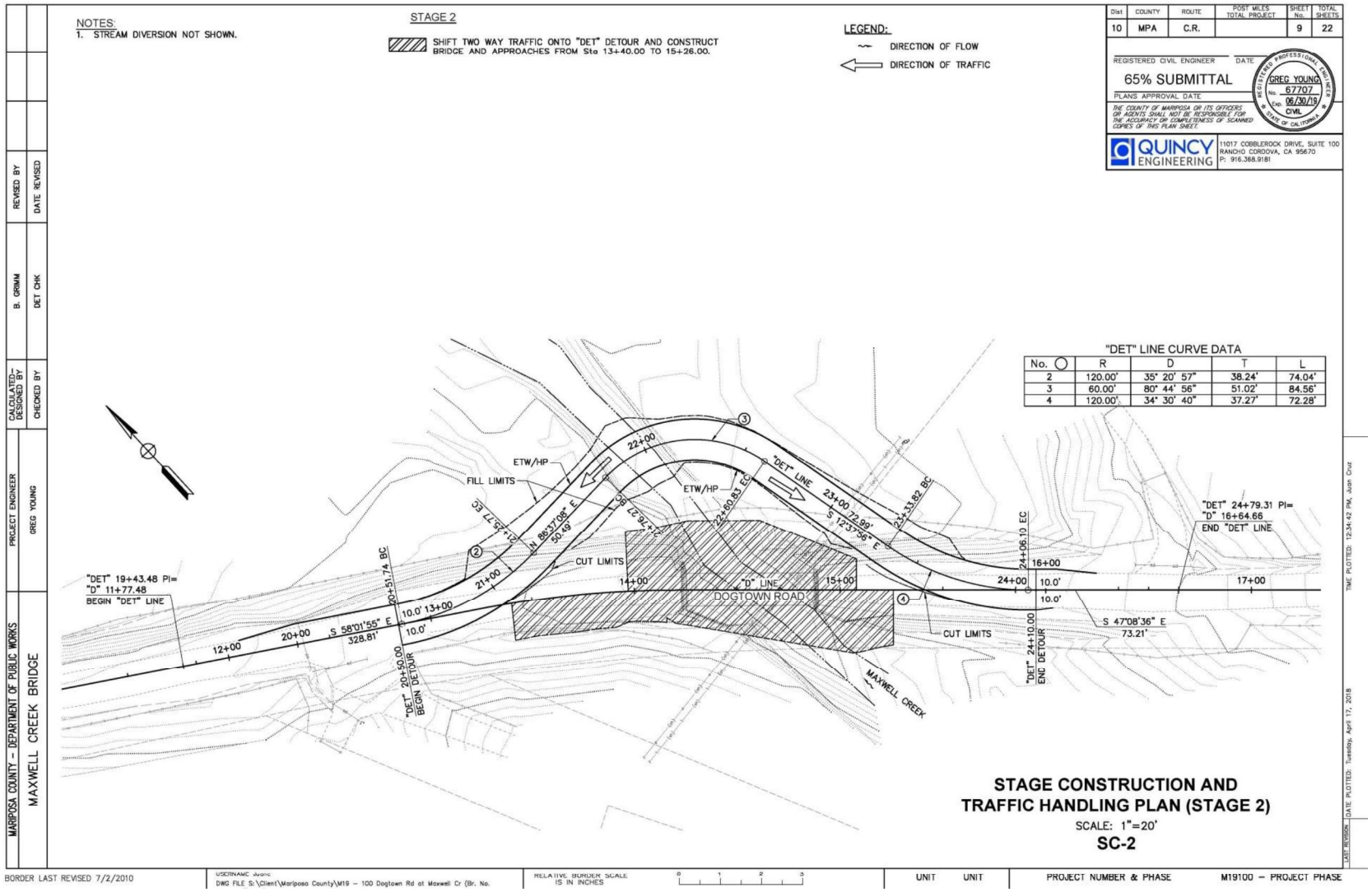
Attachment: FINAL Dogtown_CEQA_ISMND UPDATED (RES-2021-47 : Adopt a Mitigated Negative

Figure 2-6a. Bridge #40C0038 - Proposed Road Detour: Stage 1



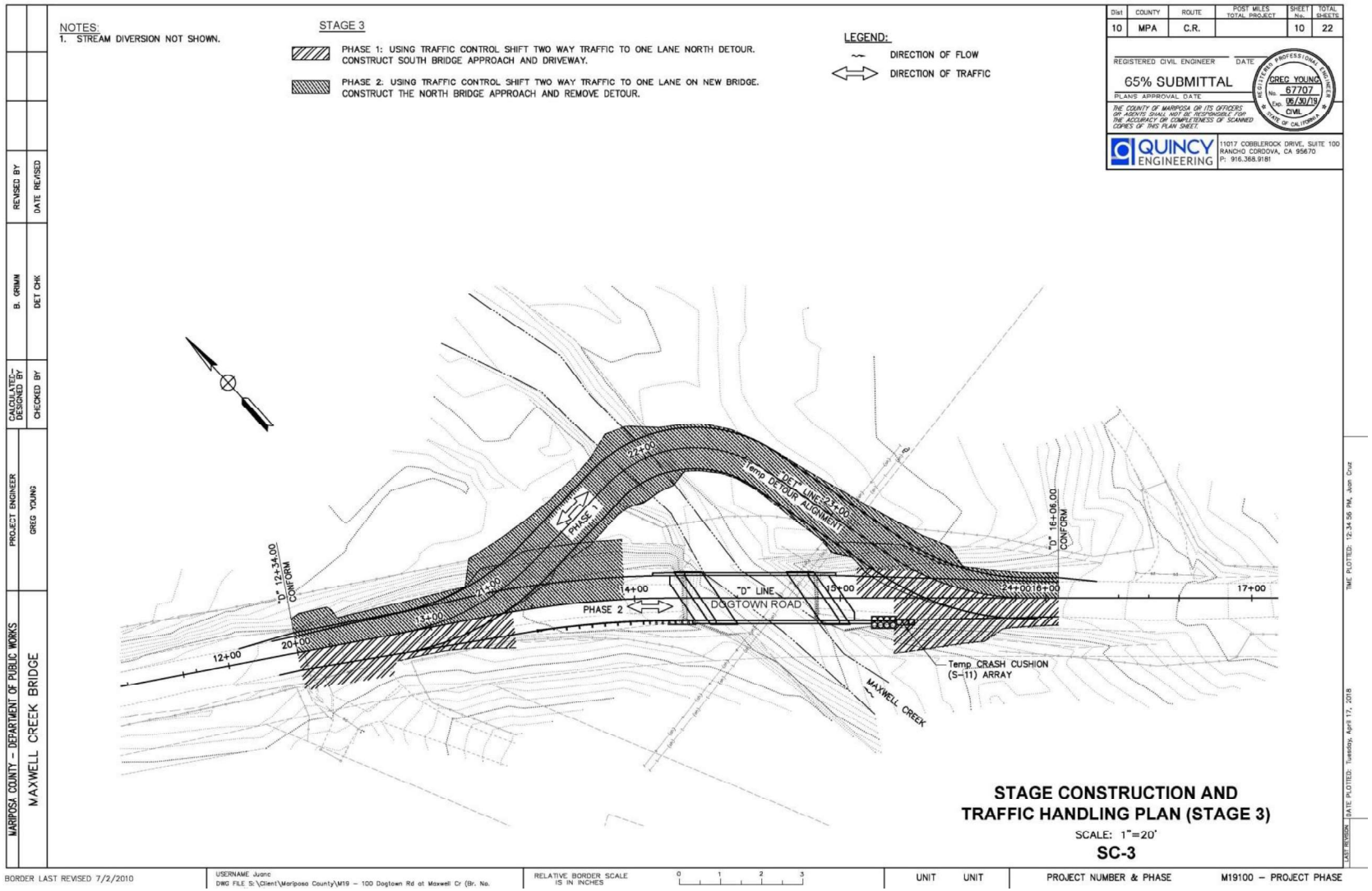
Attachment: FINAL Dogtown_CEQA_ISMND UPDATED (RES-2021-47 : Adopt a Mitigated Negative

Figure 2-6b. Bridge #40C0038 - Proposed Road Detour: Stage 2



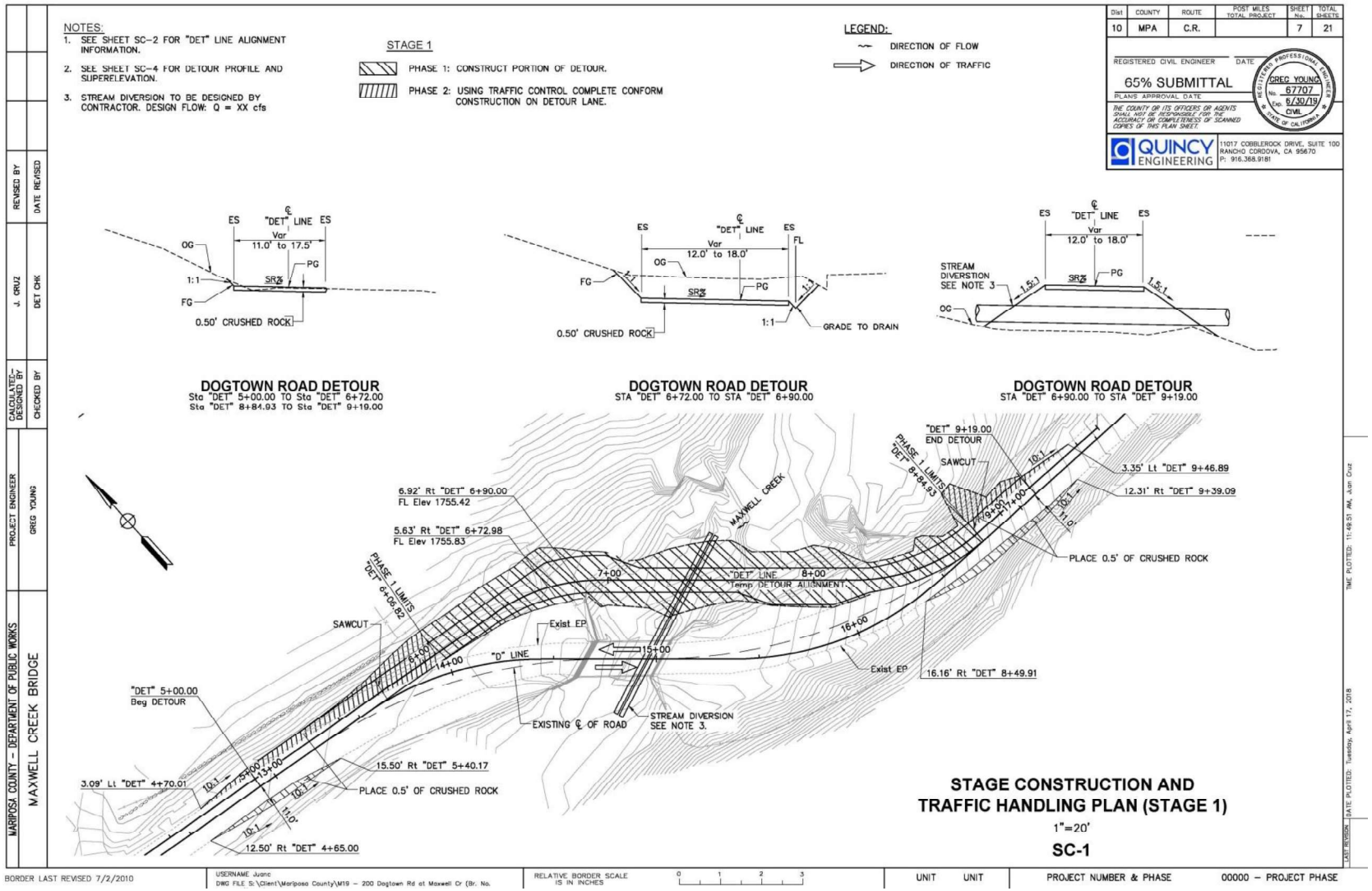
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Figure 2-6c. Bridge #40C0038 - Proposed Road Detour: Stage 3



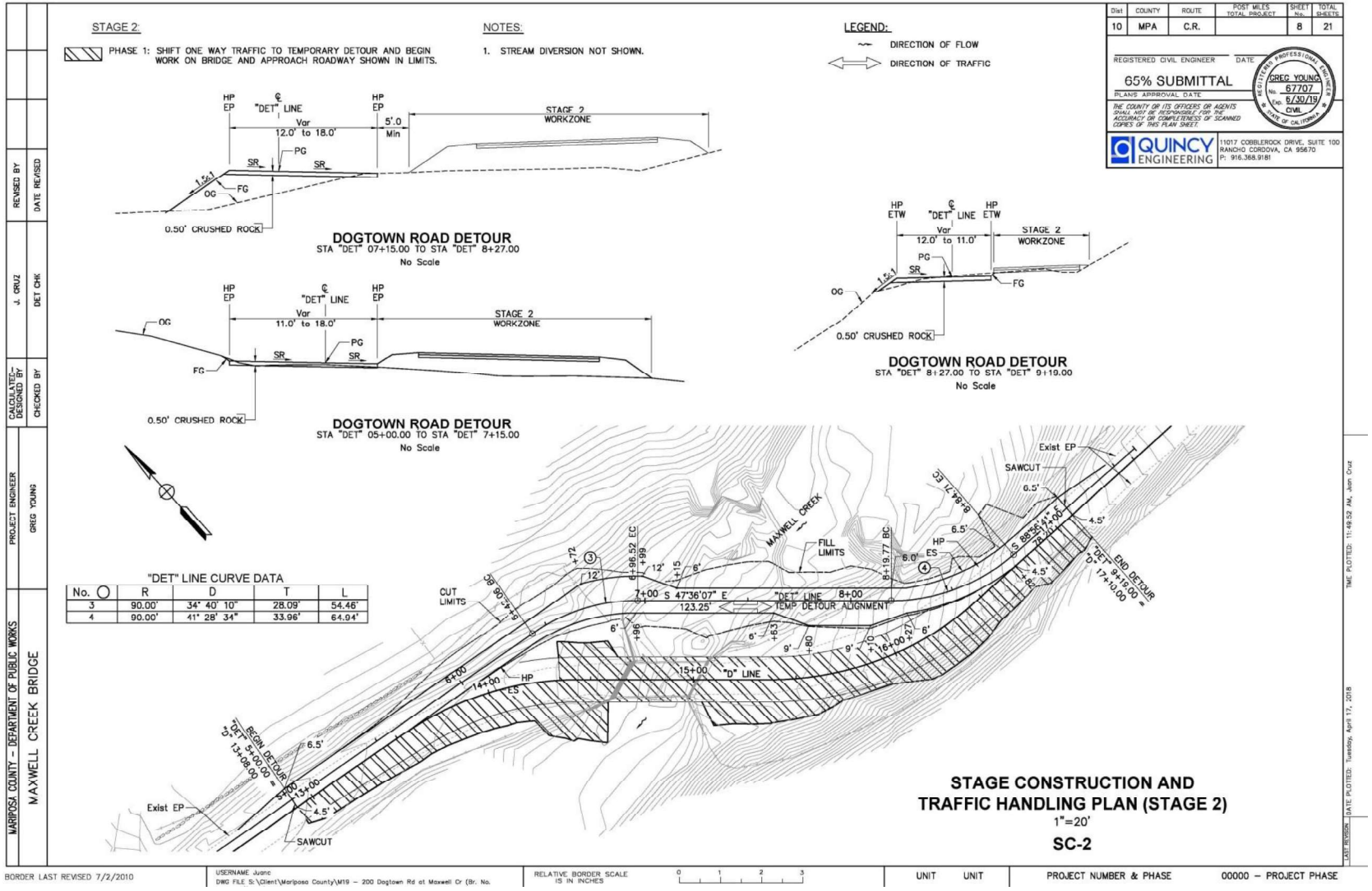
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Figure 2-7a. Bridge #40C0039 - Proposed Road Detour: Stage 1



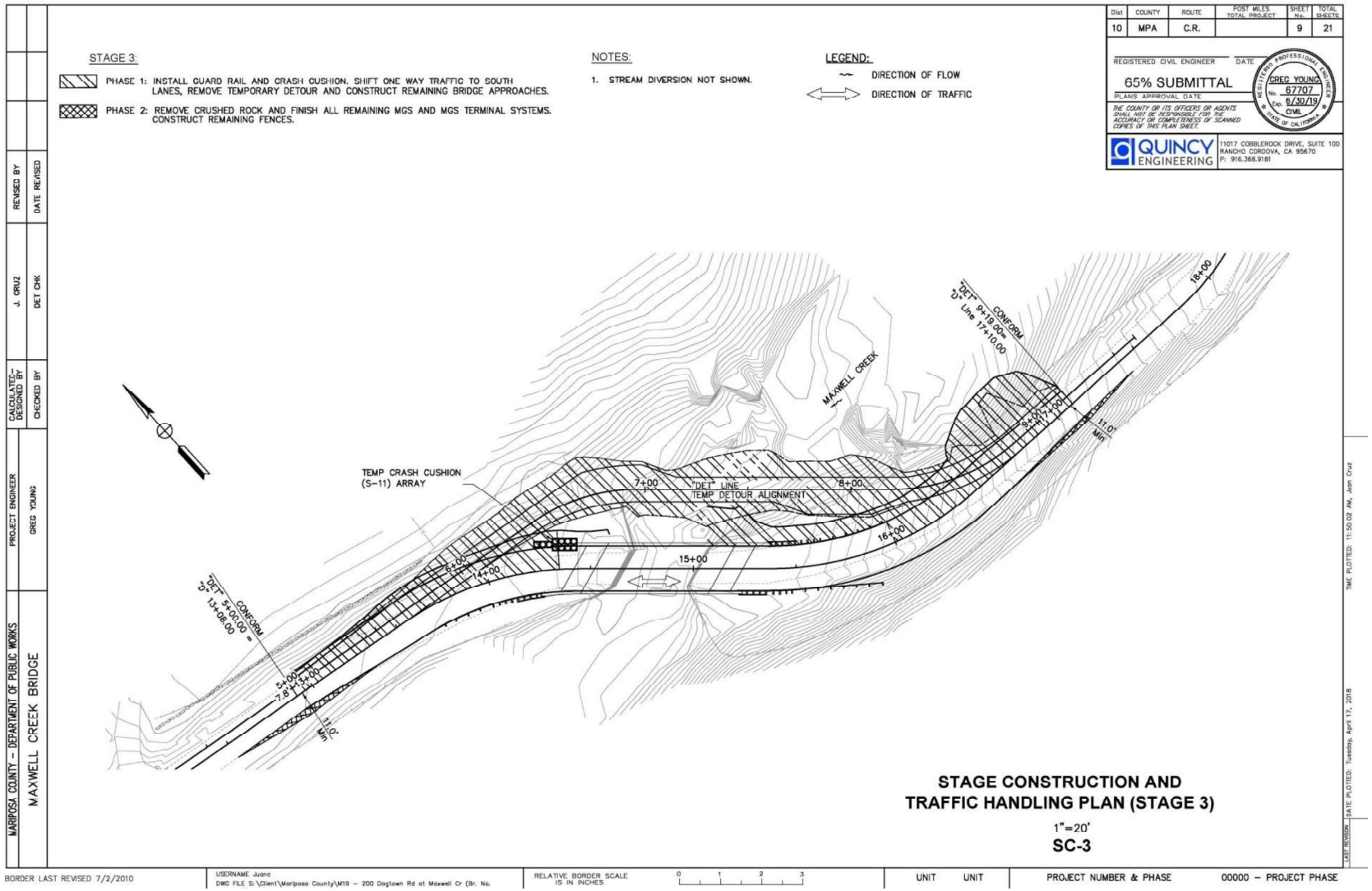
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Figure 2-7b. Bridge #40C0039 - Proposed Road Detour: Stage 2



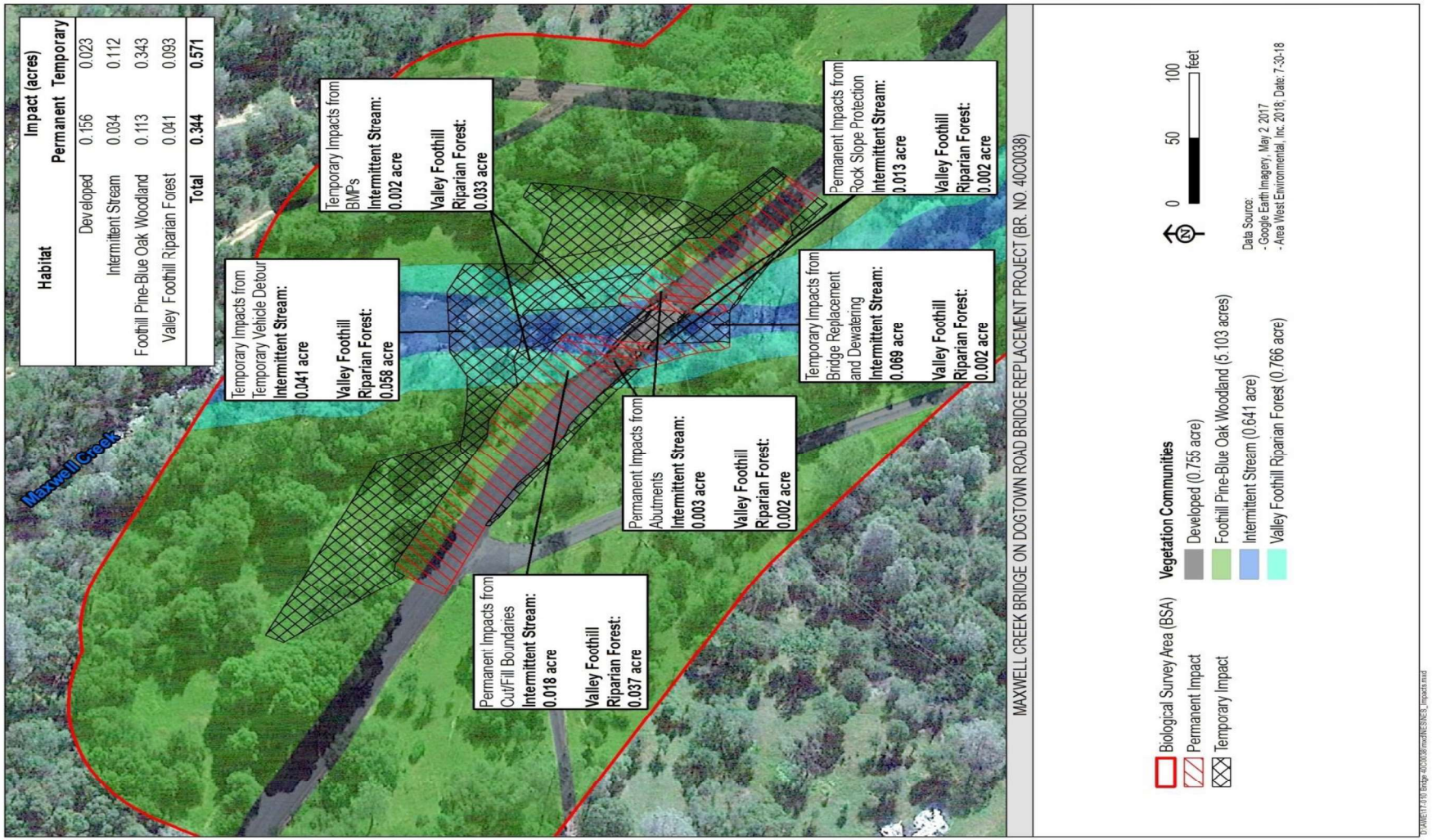
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Figure 2-7c. Bridge #40C0039 - Proposed Road Detour: Stage 3



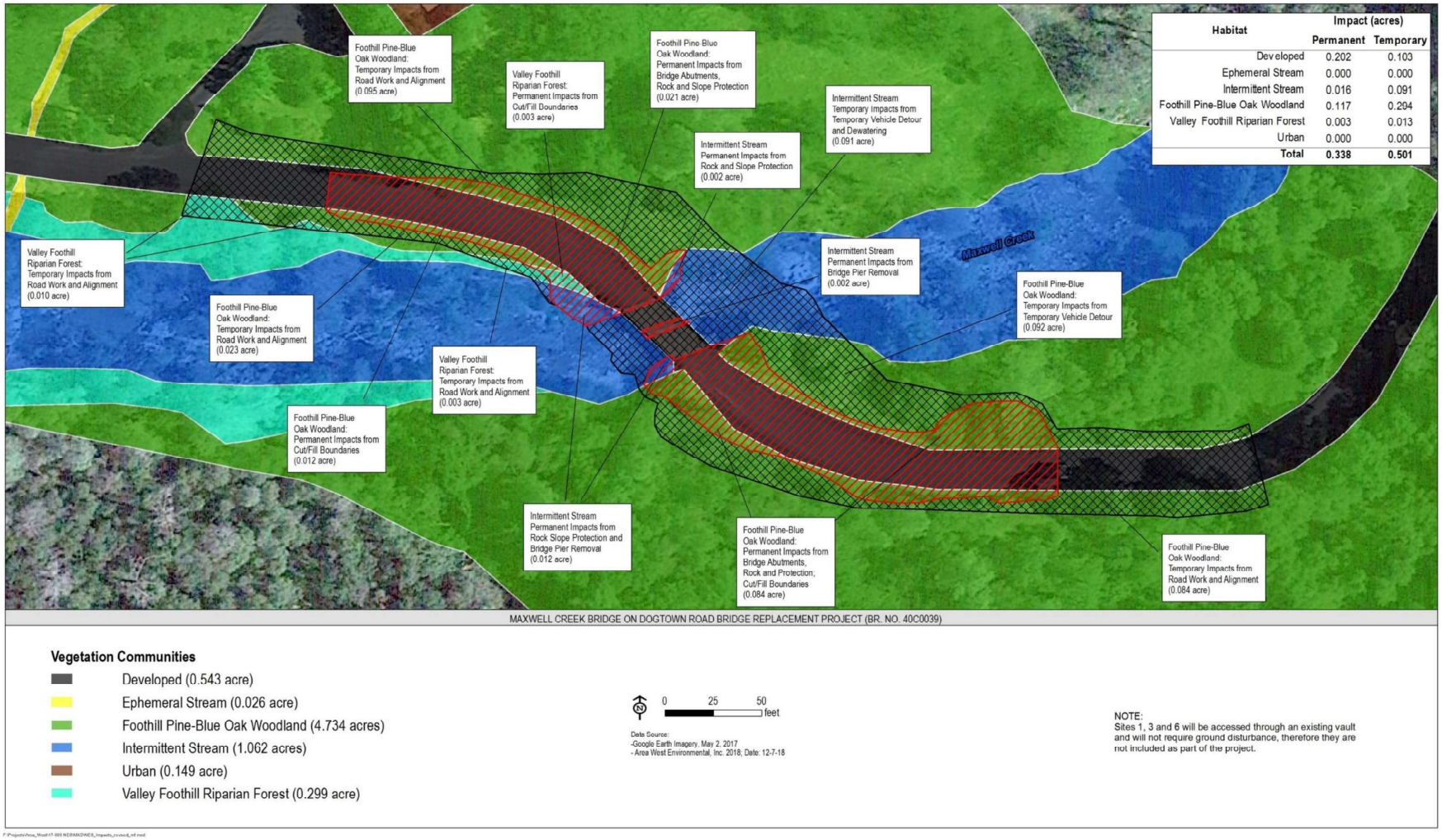
Attachment: FINAL Dogtown_CEQA_ISMND UPDATED (RES-2021-47 : Adopt a Mitigated Negative

Figure 2-8. Bridge #40C0038 - Permanent and Temporary Vegetation Community Impacts



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Figure 2-9. Bridge #40C0039 – Permanent and Temporary Vegetation Community Impacts



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Chapter 3. Initial Study Checklist

3.1 Introduction

In compliance with the CEQA Guidelines, the County has prepared the following initial study checklist to analyze the environmental impacts of the proposed project. This checklist uses Appendix G of the CEQA Guidelines to provide a basis for the analysis of the resource areas addressed. An evaluation of potential impacts and mitigation measures to reduce potentially significant impacts is presented in the analysis.

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages. However, all impacts would be mitigated to a less than significant level as indicated on the following pages.

☐	Aesthetics	☐	Agriculture and Forestry Resources	☐	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	☒	Tribal Cultural Resources
☐	Utilities/Service Systems	☐	Wildfire	☐	Mandatory Findings of Significance

3.2 Evaluation of Environmental Impacts

1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts. Operations and maintenance impacts of the proposed project are routine, minimal, and essentially the same as current operations and maintenance of the existing facilities. There is no

potential for a significant impact to any resource category from project operations and maintenance of the existing and proposed facilities.

3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required. “Beneficial impact” is also identified where appropriate to provide full disclosure of any benefits from implementing the proposed project.

4) "Less-than-Significant Impact with Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less-than-Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less-than-significant level (mitigation measures from "Earlier Analyses," as described in (5) below, may be cross-referenced).

5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration (Section 15063[c][3][D]). In this case, a brief discussion should identify the following:

   a) Earlier Analysis Used. Identify and state where they are available for review.

   b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.

   c) Mitigation Measures. For effects that are a "Less-than-Significant Impact with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.

9) The explanation of each issue should identify:

   a) the significance criteria or threshold, if any, used to evaluate each question; and

   b) the mitigation measure identified, if any, to reduce the impact to less than significance.

   Significance thresholds are identified for certain resources, but others are not explicitly identified because there is clearly no impact or the checklist question itself serves as the significance threshold.

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3.3 Aesthetics

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
I. AESTHETICS.					
Except as provided in PRC Section 21099, **would the project:**					
a) Have a substantial adverse effect on a scenic vista?	☐	☐	☐	☒	☐
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a State scenic highway?	☐	☐	☐	☒	☐
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?	☐	☐	☒	☐	☐
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☐	☒	☐

3.3.1 Environmental Setting

Visual Character

The project sites are located along Dogtown Road. At these locations, the roadway is a narrow two lane roadway traversing an area characterized as relatively flat between gently rolling hills comprised of dense oak woodland and grassland habitats. Natural features also include Maxwell Creek and its associated riparian vegetation. While some scattered low density residential uses are interspersed within the oak woodland and grassland areas, the residential structures are typically set back on the properties and not visible from the roadway. Public views of the project sites are generally limited to those from motorists traveling along Dogtown Road.

Dogtown Road is a narrow paved rural road that connects (via Greeley Hill Road) rural unincorporated residents to the Town of Coulterville and the regional transportation network (SR 49 and SR 132). Traffic volumes on Dogtown Road are considered low, with an estimated 120 ADT (2004) and a future ADT to be 407 (2029) vehicles per day. While no speed limit signs were observed during visits to the project sites, the existing alignment of the road allows for a speed of approximately 15 mph. Vehicle trips are largely the result of local residential uses, some limited agricultural uses, and fire/emergency response vehicles.

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Viewer Exposure and Sensitivity

Viewer sensitivity is a measure of viewer exposure and viewer awareness. Factors that affect the level of viewer concern are described in **Table 3-1**.

Table 3-1. Viewer Sensitivity

Factor	Characteristics
Type of and Frequency of Use	Daily use from motorists traveling along Dogtown Road to local retail/employment opportunities and the larger regional roadway network.
Public Interest	Low (limited views outside of immediate area). No public view points.
Adjacent Land Uses	Open Space Land Uses.

Dogtown Road serves predominantly rural residential-related vehicle traffic. Typical motorist views (looking primarily west) are shown below in **Photos 3-1** and **3-2**. Foreground views for motorists are focused on the bridge approaches and the surrounding vegetation along the roadway. Background views are focused on the surrounding vegetated hillsides with oak woodland and grassland landscapes. Viewer sensitivity for these residential commuter motorist trips travelling along Dogtown Road is considered low due to frequency and regularity of use by these travelers and the lack of public view points.



Photo 3-2: Typical Motorist View Facing West – Bridge #40C0039



Photo 3-2: Typical Motorist View Facing West – Bridge #40C0038

Scenic Routes and Vistas

According to the Caltrans State Scenic Highway Program, the project sites are not located on or near a state designated scenic highway. The nearest scenic route (included in the Caltrans 2018 Scenic Highway Mapping System) is State Route 49, located approximately one mile southwest from the Bridge #40C0039 site.

Light and Glare

Light pollution is defined as any adverse effect of artificial light, including sky glow, glare, light trespass, light clutter, decreased visibility at night, and energy waste. Existing sources of light and glare are generally from motorists travelling on Dogtown Road and stationary sources from the interspersed rural residences located throughout the surrounding landscapes.

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3.3.2 Discussion

a) Have a substantial adverse effect on a scenic vista?

A scenic vista is defined as a viewpoint that provides expansive views of a highly valued landscape (such as an area with remarkable scenery or a resource that is indigenous to the area) for the benefit of the general public. There are no features on the project sites commonly associated with scenic vistas (peaks, overlooks, ridgelines, etc. (Caltrans 2018); however, the Mariposa County General Plan Background Report states that the vistas of forested rolling hills and valleys are an important part of the County's scenic character. Because the project sites are within a narrow area with a limited viewshed dominated by the existing roadway alignment and the surrounding vegetated landscapes (see **Photos 3-1** and **3-2**, above), the project sites would not be considered a scenic vista.

Construction of the proposed project would involve vegetation removal, grading and other earthwork, concrete work, and related construction activities within the 1-acre construction sites. However, construction activities would be temporary (single construction season) and the project sites would be restored and revegetated using native vegetation (see **Mitigation Measure BIO-4** in **Section 3.6** "**Biological Resources**") as part of the project. The project sites are not considered scenic vistas and the proposed project would not be visible from a designated scenic vista. Consequently, ***no impact*** would occur.

b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a State scenic highway?

The project sites are not located on or near a state designated scenic highway and will not result in damage to scenic resources within a state scenic highway. Consequently, ***no impact*** would occur.

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 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?

Construction. Construction is anticipated to take approximately 5 to 6 months. During construction, the following activities and equipment may be easily seen in the project vicinity:

- Work crews accessing the project sites.
- Removal of vegetation from the project sites.
- Large pieces of equipment used for moving earth; trenching ditches; transporting, lifting, and placing equipment; hauling concrete; spraying water to control dust; and other construction activities.

Construction activities would be temporary and limited to daylight hours. Due to intervening topography and vegetation, and because the project sites are located adjacent to larger parcels, the footprint of the proposed bridge and approaches are not visible from other residences on the property or off-site roadways and properties. Sensitive viewers would be limited to motorists

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traveling through the area and individuals living in the homes nearest to the bridge. Construction of the project would change the visual character of the area by replacing the existing bridge with a new structure, changing the bridge approaches and removing existing trees and vegetation.

During construction, both the temporary staging areas and traffic detour locations would be cleared, as needed. These areas are located on private property and were selected because of their lack of existing native vegetation and are on relatively level areas. Construction of the project would involve the removal of existing trees and other vegetation in the footprint of the project, and reconstruction of the existing creek banks to support the realigned roadway and new bridge. The visual impacts from project construction would be short-term and temporary.

Following construction, the project sites would be restored and revegetated using native vegetation (see **Mitigation Measure BIO-4** in **Section 3.6** "**Biological Resources**") as part of the construction process at each bridge location. The County is coordinating with the various property owners and agrees to return the staging and traffic detour areas to a state acceptable by the property owners. Implementation of these plans would ensure the project would not significantly change the existing visual setting and would not introduce visual elements that are uncommon in the area. While the proposed project involves replacing an existing structure with a new structure, the new bridge and approaches would be consistent with the existing visual character of the area and would not substantially alter the visual character or quality of Dogtown Road. Consequently, this impact is ***less-than-significant***, with no additional mitigation measures required.

d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

Currently, the only source of substantial light or glare in the project sites are the relatively few vehicles traveling along Dogtown Road and lighting associated with the nearby residences. Because the proposed project is not increasing capacity based on existing or anticipated regional travel demands, the proposed project would not result in an increase in traffic volumes along Dogtown Road; therefore, an increase in light and glare from additional vehicles traveling through the area is not expected. The proposed project does not include the installation of any light sources, and the materials used to construct the bridge do not include reflective materials that may introduce additional glare to the environment (the bridge would be constructed of concrete, the roadway approaches would be treated with asphalt, and rock slope protection and revegetation would be used for slope protection). Consequently, the proposed project would not create a new source of substantial light or glare that would adversely affect day or nighttime views. ***No impact*** would occur.

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3.4 Agriculture and Forestry Resources

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
II. 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, as updated) 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 forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. **Would the project:**					
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?	☐	☐	☐	☒	☐
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒	☐
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in PRC Section 12220(g)), timberland (as defined by PRC Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?	☐	☐	☐	☒	☐
d) Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒	☐
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?	☐	☐	☐	☒	☐

3.4.1 Environmental Setting

According to the Mariposa County General Plan (Mariposa County 2006) Land Use map, areas north of Dogtown Road are designated as "Natural Resources" and areas south of Dogtown Road are designated as "Residential" in the vicinity of the project sites. The "Natural Resource" land use classification

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defines lands for open space, recreation, ecosystem conservation, watershed protection, environmental protection, conservation of natural resources, and protection of public health and safety. This land use classification also supports the role of the "Agriculture/Working Landscape" land use classification. Land uses surrounding the proposed project sites consist of scattered low density residential uses, some livestock grazing, and open space uses.

As a means of agricultural land preservation, the State Legislature enacted the California Land Conservation Act of 1965, commonly referred to as the "Williamson Act." Under the Act, property owners may enter into contracts with the County to keep their lands in agricultural production for a minimum of 20 years, in exchange for property tax relief. Lands covered by Williamson Act contracts are assessed based on their agricultural value instead of their potential market value under non-agricultural uses and are known as "Agricultural Preserves." According to County records, no lands within the project sites are designated, zoned, or are covered by a Williamson Act contract. The project sites are associated with existing transportation uses (i.e., Dogtown Road) and no timber management activities occur on the project sites. Some land owners use portions of their properties (including lands adjacent to the bridge sites for cattle grazing. No other agricultural activities occur in the vicinity.

Important Farmlands – Farmland Mapping and Monitoring Program

Based upon a review of maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, the proposed project is located on lands designated as "Grazing Lands" and is not located on lands identified as "Prime Farmland," "Unique Farmland," or "Farmland of Statewide Importance" (California Department of Conservation 2016). Lands surrounding the bridge locations are similarly designated as "Grazing Lands".

3.4.2 Discussion

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?

According to the California Department of Conservation's Farmland Mapping and Monitoring Program, lands surrounding the project construction sites are designated as "Grazing Lands". Implementation of the proposed project would not result in the conversion of lands actively used for agricultural or timber production, Prime Farmland, Unique Farmland, or Farmland of Statewide Importance to non-agricultural use. Consequently, ***no impact*** would occur.

b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?

The project sites do not contain any lands with an active Williamson Act contract. Therefore, the proposed project will not result in the conversion of or encourage the non-renewal or cancellation of Williamson Act contracted lands. Consequently, ***no impact*** would occur.

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 PRC Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?

See checklist Item "**a**" above.

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d) Result in the loss of forest land or conversion of forest land to non-forest use?

See checklist Item "**a**" above.

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?

See checklist Item "**a**" above.

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3.5 Air Quality

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
III. AIR QUALITY.					
Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied on to make the following determinations. **Would the project:**					
a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☒	☐	☐
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?	☐	☐	☒	☐	☐
c) Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☒	☐	☐
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	☐	☐	☒	☐	☐

3.5.1 Environmental Setting

Criteria Air Pollutants and Existing Air Quality Conditions

The proposed project is located within the boundaries of the Mariposa County Air Pollution Control District, which is within the Mountain Counties Air Basin (8 eastern sierra California counties from Plumas County, south to Mariposa County).

The U.S. Environmental Protection Agency (EPA) and the California Air Resources Board (CARB) have identified criteria air pollutants that are a threat to public health and welfare. These pollutants are called "criteria" air pollutants because standards have been established for each of them to meet specific public health and welfare criteria. These air pollutants include ozone, particulate matter less than 10 microns in diameter (PM10), particulate matter less than 2.5 microns in diameter (PM2.5), and nitrogen dioxide (NO2). **Table 3-2** (following page) presents the federal and state attainment status for these monitored pollutants. The primary sources of the precursors of ozone (ROG and NOx) are from motor vehicles. The primary sources of particulate matter are from residential burning, agricultural practices (including tilling and burning), and construction activities.

Sensitive Receptors

For the purposes of this air quality analysis, sensitive receptors are defined as facilities and land uses that include members of the population that are particularly sensitive to the effects of air pollutants, such as children, the elderly, and people with illnesses. Examples include residential areas, schools, hospitals, and daycare centers.

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The nearest residences to the Bridge #40C0038 project site are located 700 to 800 feet north and southwest of the bridge. The residences are not visible from the project site, as they are set back on the properties within the surrounding oak woodlands. A single family residence is located roughly 200 feet north from the north western edge of the Bridge #40C0039 project site (see **Figure 2-3**). This residence is visible closer to the western edge of the project site. The nearest school and medical facilities to the project sites are likely to occur within the Town of Coulterville, located roughly ½ mile from the Bridge #40C0039 project site.

Table 3-2. Mariposa County Air Quality Attainment Status

Criteria Air Pollutant	State Attainment Status	Federal Attainment Status
Ozone	Nonattainment	Nonattainment
Suspended Particulate Matter (PM10)	Unclassified (Nonattainment for Northeastern portion of County)	Unclassified
Fine Particulate Matter (PM2.5)	Unclassified	Unclassified/Attainment
Carbon Monoxide	Unclassified	Unclassified/Attainment
Nitrogen Dioxide	Attainment	Unclassified/Attainment
Lead	Attainment	Unclassified/Attainment
Sulfur Dioxide	Attainment	Unclassified/Attainment

Source: (California Air Resources Board 2020)

Construction Air Quality Emissions

Construction of the proposed project would generate temporary criteria pollutant exhaust emissions through the use of heavy-duty construction equipment, such as excavators and graders, and through vehicle trips generated from worker vehicles and haul trucks traveling to and from the project site. In addition, fugitive dust emissions would result from demolition of the existing bridge structure and various soil-handling and debris-management activities. Construction emissions can vary substantially from day to day, depending on the level of activity, the specific type of construction activity, and prevailing weather conditions.

While fugitive dust emissions are typically generated during construction phases, studies have shown that the application of BMPs at construction sites significantly controls fugitive dust and individual measures have been shown to reduce fugitive dust by anywhere from 30 to 90 percent. The Mariposa County Air Pollution Control District implements two rules that address construction-related air quality emissions. These include Rule 202, which prohibits visible emissions and Rule 205, which is a general nuisance prevention rule. The air pollution control district recommends the implementation of the following measures to reduce construction-related emissions:

- Maintaining construction vehicles and equipment according to manufacturer's specifications.
- Limiting construction equipment engine idling time.
- Using water or chemicals to control dust from demolition, construction, or grading.
- Scheduling construction truck work trips to non-peak traffic hours.
- Minimizing the length of construction truck trips.
- Maintaining paved roadways in a clean condition.

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3.5.2 Discussion

a) Conflict with or obstruct implementation of the applicable air quality plan?

A Preliminary Environmental Study (PES), completed by Caltrans in February 2013, determined that the proposed project is exempt from the air quality conformity determination under the EPA 40 CFR 93.126, "Exempt Projects" (see Table 2: widening narrow pavements or reconstructing bridges, no additional travel lanes).

This impact is determined based on whether the proposed project would conflict with or obstruct implementation of the local air quality plan and/or applicable portions of the State Implementation Plan, which would lead to increases in the frequency or severity of existing air quality violations. As bridge replacement projects (with the primary objective of accommodating safe vehicular and pedestrian access and maintaining public safety), the proposed project would not increase roadway capacity or service capabilities that would induce unplanned growth, remove an existing obstacle to growth, or lead to permanent increases in vehicle miles travelled by existing motorists. Therefore, the proposed project would not conflict with or obstruct implementation of the applicable air quality plan. Consequently, this impact is ***less-than-significant***, with no mitigation measures required.

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?

Construction Emissions. The project site is in a region designated as non-attainment with respect to air quality due to emissions of precursors of ozone (ROG and NOx). Construction-related emissions are described as "short term" or temporary in duration and have the potential to represent a significant impact with respect to air quality due to emissions of precursors of ozone (ROG and NOx) and PM10. Emissions of ozone precursors and PM10 are primarily associated with off-road construction equipment exhaust. Worker commute trips and other construction-related activities (e.g., application of architectural coatings) also contribute to short-term increases in such emissions. Emissions of fugitive PM10, dust, are associated primarily with ground disturbance activities during site preparation and grading activities and vary with soil silt content, soil moisture, wind speed, disturbance area, and vehicle miles traveled.

Because the proposed project was determined to be exempt, a quantitative air quality emission analysis was not performed. Construction-related emissions would result in a minimal impact on ambient air quality conditions at the project site or in the region, based on a review of similar bridge replacement projects and because the proposed project will be required to comply with all applicable Mariposa County Air Pollution Control District emissions and fugitive dust measures. Additionally, as stated above, emissions would be temporary. Therefore, impacts related to construction emissions would be ***less than significant***, with no mitigation measures required.

Operational Emissions. The proposed project would accommodate existing traffic and would not result in new sources of air pollutant emissions. Thus, operation of the proposed bridge would not violate applicable air quality standards or substantially contribute to an existing or projected air quality violation. ***No impacts*** would occur from project operations.

The County is in non-attainment for ozone (NOx and ROG). As discussed above, construction and operation of the proposed project are expected to result in a less than significant impact and no impact, respectively, related to criteria pollutant emissions. Therefore, the proposed project would not result in a cumulatively considerable net increase in criteria pollutants. A ***less than significant*** impact would result, and no mitigation would be necessary.

c) Expose sensitive receptors to substantial pollutant concentrations?

See checklist Item "**a**" above.

d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

Combustion emissions from the use of diesel fuel in construction equipment, as well as tar or asphalt used for any paving improvements, could generate localized objectionable odors. If sensitive receptors are located in the immediate vicinity of these activities, odors could be perceivable and constitute a nuisance impact. As previously described, emissions of criteria air pollutants and potential odors associated with diesel construction equipment and vehicles during project construction would be temporary and localized within the immediate vicinity; additionally, no new air emissions or odors would be released during operation of the proposed bridge. With a majority of sensitive receptors shielded and located some distance from the project site (200 to 600 feet), overall air emissions would not expose sensitive receptors to substantial air pollutant concentrations or create objectionable odors. Consequently, this impact is ***less-than-significant***, with no additional mitigation measures required.

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3.6 Biological Resources

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
IV. BIOLOGICAL RESOURCES.					
Would the project:					
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?	☒	☐	☐	☐	☐
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☒	☐	☐	☐	☐
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?	☒	☐	☐	☐	☐
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?	☒	☐	☐	☐	☐
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☒	☐	☐	☐
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?	☐	☐	☐	☒	☐

3.6.1 Environmental Setting

A Natural Environment Study (Area West Environmental, Inc. 2020a, 2020b) was prepared for the proposed project. Biological surveys conducted for the proposed project included general biological surveys (which included habitat mapping), rare plant surveys, a California Red-legged Frog habitat assessment according to USFWS protocol, a delineation of wetlands and other waters of the U.S. and State, and a native tree survey. The study area for these biological surveys is referred to as the Biological Study Area (BSA) and includes both the construction site for each bridge (see **Figures 2-4** and **2-5**, in **Chapter 2**) and a surrounding buffer area (as shown in **Figures 3-2** and **3-3**, below). **Figure 3-1** shows the relationship or proximity of each bridge site.

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The following description of the environmental setting is based on the Natural Environment Study reports prepared for each bridge project. Refer to the Natural Environment Study reports for detailed descriptions of the methods used and the regulatory framework related to biological resources.

Key resource data sources reviewed and referenced, included:

- a species list for the *Coulterville* 7.5 minute USGS topographic quadrangle from USFWS (USFWS 2018, 2019, and 2020);
- records search of CDFW's California Natural Diversity Database (CNDDB) for species within 10 miles of the *Coulterville* 7.5 minute USGS topographic quadrangles (CDFW 2018, 2019, and 2020);
- a search of the California Native Plant Society's (CNPS) Inventory of Rare and Endangered Plants Database for the Coulterville and eight surrounding USGS topographic quadrangles (CNPS 2018, 2019, 2020);
- California Invasive Plant Council's (Cal-IPC's) California Invasive Plant Inventory (Cal-IPC 2018);
- soils information from the Natural Resources Conservation Service (NRCS) Web Soil Survey (NRCS 2018); and
- EPA's Hydrologic Unit Code (HUC) data for California watershed boundaries (U.S. Department of Agriculture, USDA, 2015).

Biologists conducted field surveys (April 4/5, 2018, May 9/10, 2018, and July 5, 2018) to determine the likelihood of sensitive resources occurring within the study area or BSA. Biologists walked the entirety of the BSA to document plant communities and habitat types. In addition, wetlands were delineated using the *Corps of Engineers Wetland Delineation Manual* (Environmental Laboratory, 1987) and the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region* (Version 2.0) (USACE 2008). Other waters of the U.S. and State that did not meet the wetland criteria were delineated based on the location of the ordinary high water mark (OHWM) using the guidance identified in the *Corps Regulatory Guidance Letter No. 05-05 Subject: Ordinary High Water Mark Identification* (USACE 2005). All plants and animals observed in the BSA during the reconnaissance survey are listed in Appendix D of each Natural Environment Study.

On April 4/5, 2018 and May 9/10, 2018, botanical surveys were conducted to assess habitat for special-status plants and to identify to presence of noxious weeds. All areas within the BSA were walked and all plants observed were identified to species level when applicable. Species not readily identifiable in the field were collected and later identified using *The Jepson Manual: Vascular Plants of California, 2nd Edition* (Baldwin 2012). A list of all plant species encountered during the botanical field survey is included in Appendix D of each Natural Environment Study.

During the April 5, 2018 survey, a protocol-level habitat assessment for California red-legged frog according to the *USFWS Revised Guidance on Site Assessments and Field Surveys for the California Red-legged Frog (*USFWS 2005) was conducted within a one mile (1.6 km) radius of each bridge BSA. Field surveys were conducted by driving or walking to all potential aquatic habitat accessible via public

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Figure 3-1. Relationship Between Project Sites



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roads. Due to private property restrictions, biologists were not able to field survey all potential aquatic habitat features. For inaccessible sites, features were evaluated based on historical aerial photograph for potential to support California red-legged frog aquatic habitat. A total of 14 survey sites (ponds and streams) were assessed in the field or by aerial photograph interpretation for potential to support California red-legged frog aquatic habitat for Bridge #40C0038 and 16 survey sites were assessed for Bridge #40C0039. Results from the habitat assessment are summarized in this section, with data sheets and representative photographs for each of the survey sites included in Appendix F of each Natural Environment Study.

During the botanical field surveys conducted for the project (May 9 and 10, 2018), biologists identified and inventoried trees located within the project site footprint in the BSA which may be impacted during project construction. An inventory of all trees (including a description of tree health and dbh or Diameter at breast height) is included in **Appendix A** of this IS/MND and in Appendix E of each Natural Environment Study.

Natural Communities (Habitats and Land Cover Types)

The project sites are located in rural Mariposa County. Elevation within the BSA for each bridge ranges from 1,980 to 2,015 feet amsl for Bridge #40C0038 and from 1,750 to 1,870 feet amsl for Bridge #40C0039. The topography within the BSAs is relatively flat between rolling hills with a general upward slope towards the south-southeast of the BSA for Bridge #40C0038 and a general upward slope towards the east-southeast for Bridge #40C0039. Natural features within the BSAs include Maxwell Creek and riparian vegetation, with dense oak woodland and grassland habitats located outside the riparian area.

The BSA for each bridge site consists of one aquatic vegetation community (intermittent stream [Maxwell Creek]) and three upland vegetation communities (developed, blue oak – foothill pine woodland, and valley foothill riparian). The BSA for Bridge #40C0039 also supports an additional aquatic vegetation community (ephemeral stream). However, this aquatic vegetation community is not located within the proposed project footprint for this bridge. Acreages of these vegetation communities are provided in **Table 3-3** and a description of these community types, including dominant plant species, follows. **Figures 3-2** and **3-3** show the location of these generalized vegetation communities and **Figures 3-4** and **3-5** provide a delineation of potential waters of the U.S. and state, including wetlands, within the BSA for each bridge site.

Blue Oak – Foothill Pine Woodland. The blue oak – foothill pine woodland vegetation community is located throughout the BSA for each bridge. This community is a diverse woodland that consists of a mixture of hardwoods, conifers, and shrubs. This community is nearly continuous in the western foothills of the Sierra Nevada and is dominated by both blue oaks (*Quercus douglasii*) and grey pines (*Pinus sabiniana*), with interspersed patches of annual grasslands (Verner 1988). Within the BSA for each bridge, the composition of the woodland canopy differs depending on slope aspect.

Within the BSA for each bridge, other trees contributing to the canopy on north facing slopes include interior live oak (*Quercus wislizeni*) and California buckeye (*Aesculus californica*). The shrub understory is sparse, but includes western poison oak (*Toxicodendron diversilobum*), common toyon (*Heteromeles arbutifolia*), common snowberry (*Symphoricarpos albus var. laevigatus*), hoary coffeeberry (*Frangula californica subsp. tomentella*), and black elderberry (*Sambucus nigra*). Within openings in the canopy, the understory is composed of annual grasslands consisting of mainly of non-native annual grasses and forbs, primarily consisting of ripgut brome (*Bromus diandrus*), soft brome

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(*Bromus hordeaceus*), bulbous blue grass (*Poa bulbosa*), tall sock-destroyer (*Torilis arvensis*), miner's-lettuce (*Claytonia perfoliata subsp. perfoliata*), climbing bedstraw (*Galium porrigens*), and chaparral honeysuckle (*Lonicera interrupta*).

Table 3-3. Vegetation Communities within the Biological Study Area for each Bridge Site

Vegetation Community	Acres within the Biological Study Area	Acres within the Proposed Project footprint
BRIDGE #40C0038		
Blue Oak – Foothill Pine Woodland	5.103	0.456
Valley Foothill Riparian	0.766	0.134
Intermittent Stream (Maxwell Creek)	0.641	0.146
Total	**6.510**	**0.736**
BRIDGE #40C0039		
Blue Oak – Foothill Pine Woodland	4.734	0.411
Valley Foothill Riparian	0.299	0.016
Ephemeral Stream	0.026	0.000
Intermittent Stream (Maxwell Creek)	1.066	0.107
Total	**6.121**	**0.534**

Source: *Natural Environment Study for Bridge #40C0038 and Bridge #40C0039* (Area West Environmental, Inc. 2020a, 2020b)

The blue oak – foothill pine woodland community provides habitat for a variety of wildlife species, although no species is totally dependent on them for breeding, feeding, or cover (Verner 1988). Acorn produced by the various oaks in this habitat are an important food source for many species of birds and mammals. Wildlife species expected to use this community would include mule deer (*Odocoileus hemionus*), acorn woodpecker (*Melanerpes formicivorus*), red-tailed hawk (*Buteo jamaicensis*), canyon wren (*Catherpes mexicanus*), and oak titmouse (*Baeolophus inornatus*).

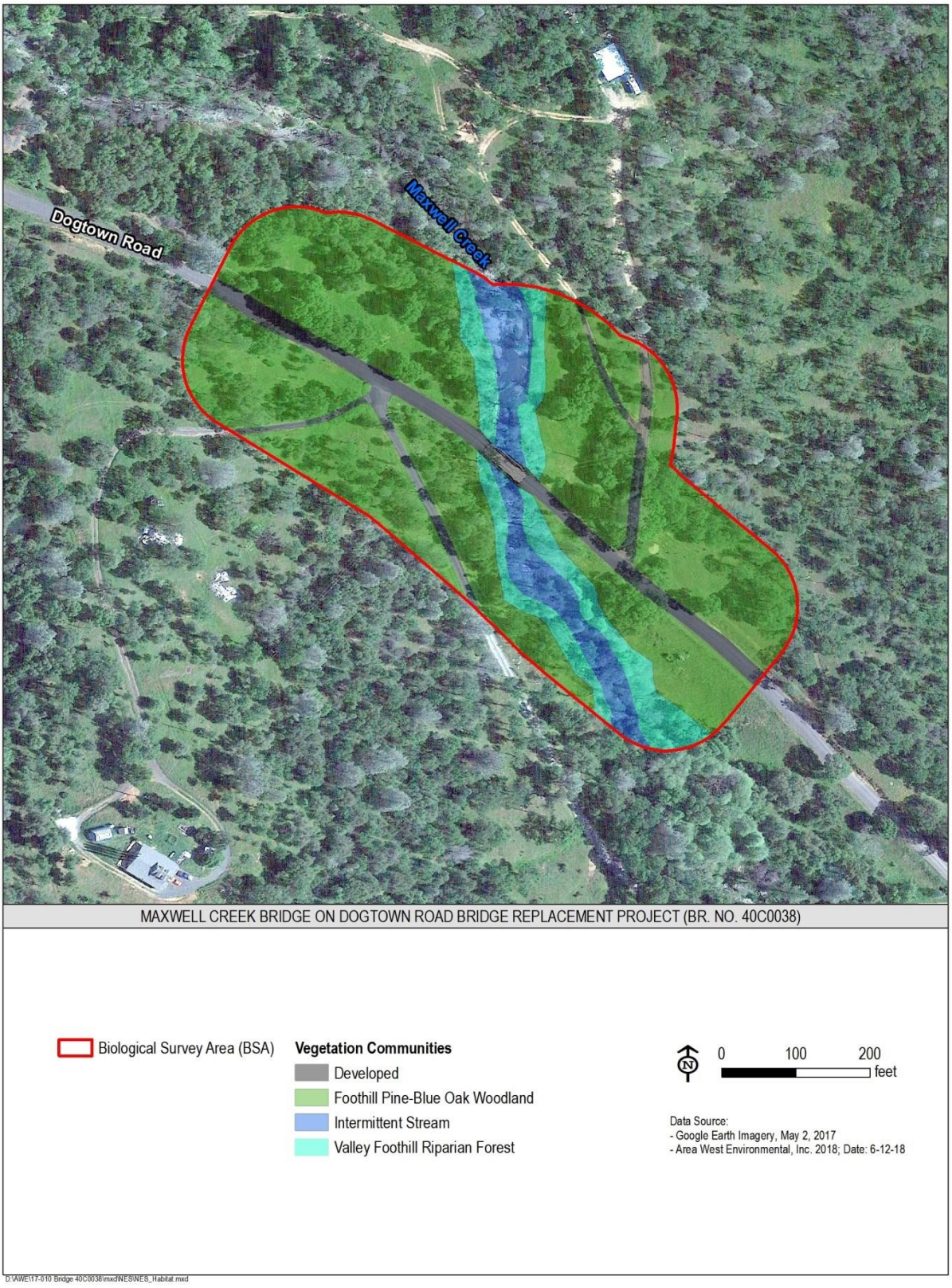
Valley Foothill Riparian. Riparian habitats are important to aquatic environments; they serve as natural biofilters and plant root systems prevent erosion by providing soil stabilization. Within the BSAs, valley foothill riparian vegetation is present on both sides of Maxwell Creek, an intermittent stream. Trees rooted in the valley foothill riparian vegetation community provide instream shade over Maxwell Creek.

All riparian vegetation is located along the rocky banks of Maxwell Creek, above the OHWM. Vegetation within the valley foothill riparian vegetation community was dominated by hydrophytic vegetation. Dominant tree species contributing to the canopy layer of this vegetation community in the BSAs are Goodding's black willow (*Salix gooddingii*) and Oregon ash (*Fraxinus latifolia*). The understory layer is sparse, but is characterized by a dominance of hydrophytes, which includes Himalayan blackberry (*Rubus armeniacus*), Douglas' wormwood (*Artemisia douglasiana*), Sonoma hedge-nettle (*Stachys stricta*), narrow-leaf willow (*Salix exigua*), and durango-root (*Datisca glomerata*).

Riparian vegetation provides instream shade over the stream, refuge, migration corridors, and diverse nesting and feeding opportunities for many types of wildlife. Trees in riparian vegetation with tree hollows could provide habitat for cavity nesting birds and willow and blackberry brambles provide habitat for many migratory nesting birds. Tall riparian trees provide nesting habitat for raptor species

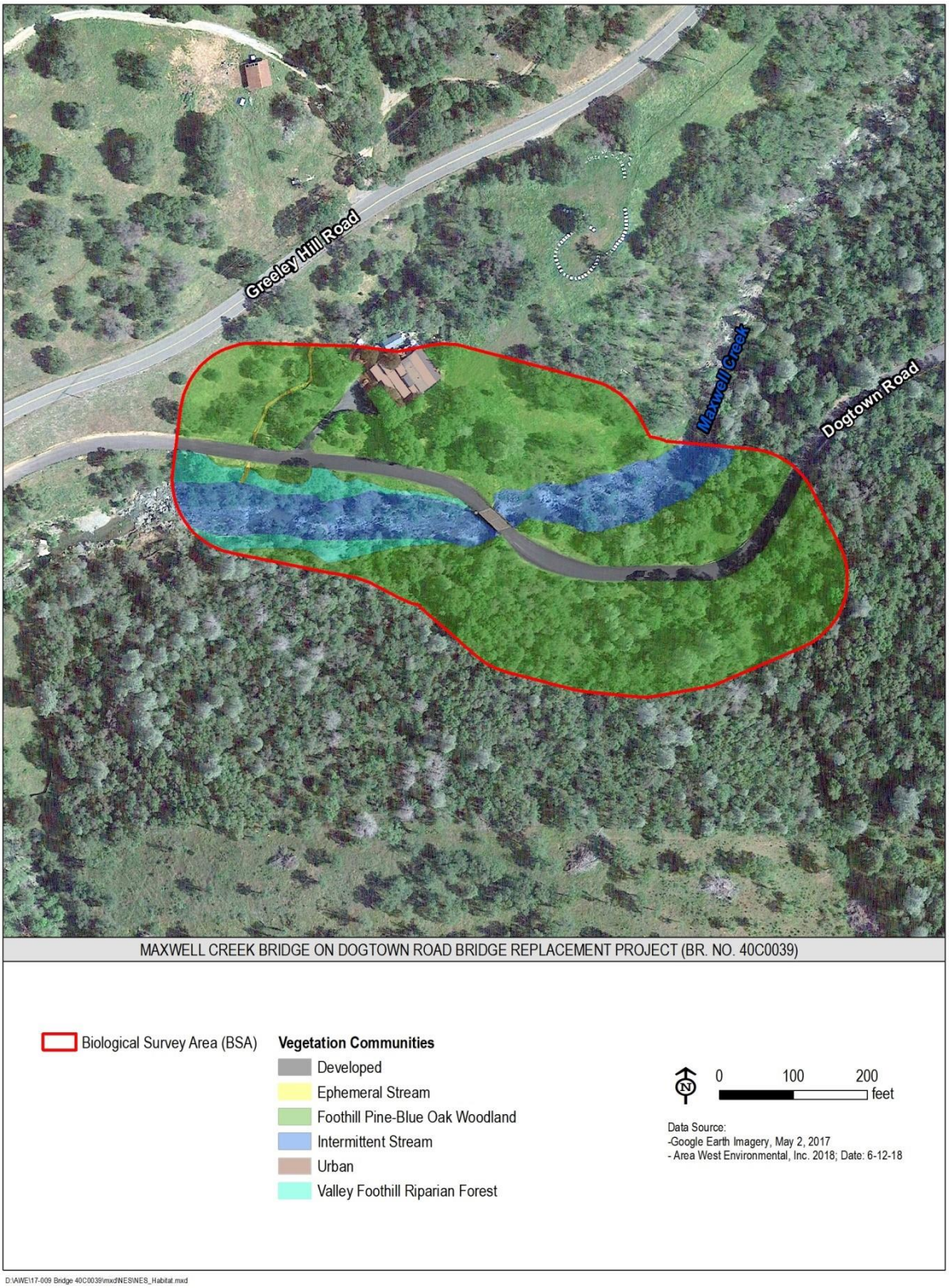
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Figure 3-2. Vegetation Communities within the BSA for Bridge #40C0038



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Figure 3-3. Vegetation Communities within the BSA for Bridge #40C0039



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such as red-shouldered hawk (*Buteo lineatus*) and red-tailed hawk, which can forage in adjacent oak woodland. Vegetation in the riparian vegetation community was dominated by hydrophytic vegetation and showed signs of wetland hydrology, however it lacks hydric soil indicators. Because of these conditions, the valley foothill riparian vegetation community was not considered waters of the U.S. or State. However, riparian vegetation along the stream bank may be evaluated as part of the Section 1602 permit.

Intermittent Stream (Maxwell Creek). Maxwell Creek is an intermittent stream that flows from southeast to northwest through the BSAs, perpendicular to the proposed project. The gradient of the stream is moderate throughout the BSAs. Maxwell Creek is an intermittent stream in the BSAs characterized by flowing water within the low-flow channel that is largely un-vegetated and very rocky. The creek is moderately shaded (15 percent canopy) by valley foothill riparian vegetation (discussed above) located above the banks above the OHWM. Open water within the low-flow channel is devoid of vegetation north and south of the bridge.

Substrate was found to be mostly comprised of coarse sand, gravel, and cobble. Flows within Maxwell Creek are likely of high velocity during winter storm events; flow at the time of the assessment was low to moderate, with low turbidity. Maxwell Creek within the BSAs was shallow, with average depths varying from only 4 to 12 inches. Since Maxwell Creek exhibits an OHWM and eventually flows into the Merced River (a navigable water), it is considered to be USACE-jurisdictional.

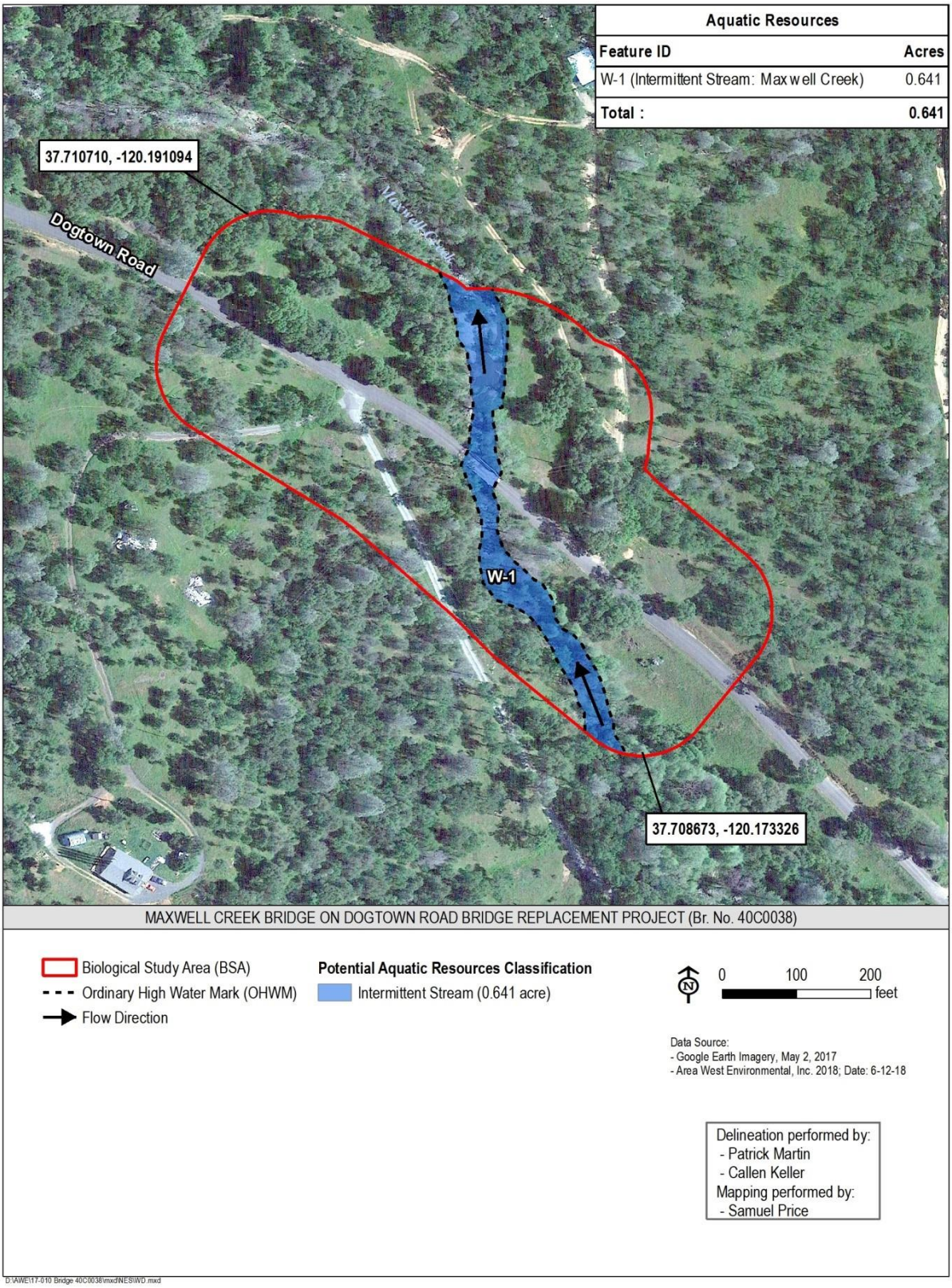
Due to impassable impoundments downstream, Maxwell Creek does not provide habitat for anadromous fish species. It does provide habitat for warm water fish species, such as Sacramento sucker (*Catostomus occidentalis occidentalis*) (observed), Central California roach (*Lavinia symmetricus symmetricus*) (observed), coastal rainbow trout (*Oncorhynchus mykiss irideus*), and Sacramento pikeminnow (*Ptychocheilus grandis*). The intermittent stream also provides habitat for common amphibian species such as sierra tree frog (*Pseudacris sierra*) (which was observed within the BSAs), and species-status amphibian species such as foothill yellow-legged frog (*Rana boylii*), California red-legged frog (*Rana draytonii*), and western spadefoot (*Spea hammondii*). Foraging habitat for reptiles such as common garter snake (*Thamnophis sirtalis*), and western pond turtle (*Actinemys marmorata*). A western pond turtle was observed approximately 1.0 mile southwest of the BSA in Blacks Creek, which is a tributary to Maxwell Creek.

Ephemeral Stream. One ephemeral stream is located in the western portion of the BSA for Bridge #40C0039. This stream is a small waterway that exhibits a scoured channel with a defined bed and bank. This stream typically has a brief hydroperiod and only flows during periods of heavy precipitation. This ephemeral stream originates in uplands and terminates into Maxwell Creek. Ephemeral streams typically do not support wetlands since their hydroperiod is brief. Vegetation is consistent with the surrounding landscape and is sparsely vegetated. The ephemeral stream exhibits a well-defined OHWM, therefore, it was determined to be an "other waters" and is considered to be USACE-jurisdictional.

Developed and Urban. Vegetation communities defined as "Developed" and "Urban" are also located within the BSAs. Developed areas are characterized by the presence of anthropogenic features, including Dogtown Road, graveled driveways, dirt pullouts for vehicles, and the bridge structures. These areas are continuously disturbed (active roadways) and are primarily un-vegetated. When present, vegetation is sparse and consists primarily of scattered upland annual grasses and forbs. Both bridge structures have the potential to support bird nesting and bat roosting. The urban area consists of a single residential home located along Dogtown Road in the northwestern portion of the BSA for Bridge #40C0039. The canopy of the blue oak – foothill pine woodland vegetation community extends into the

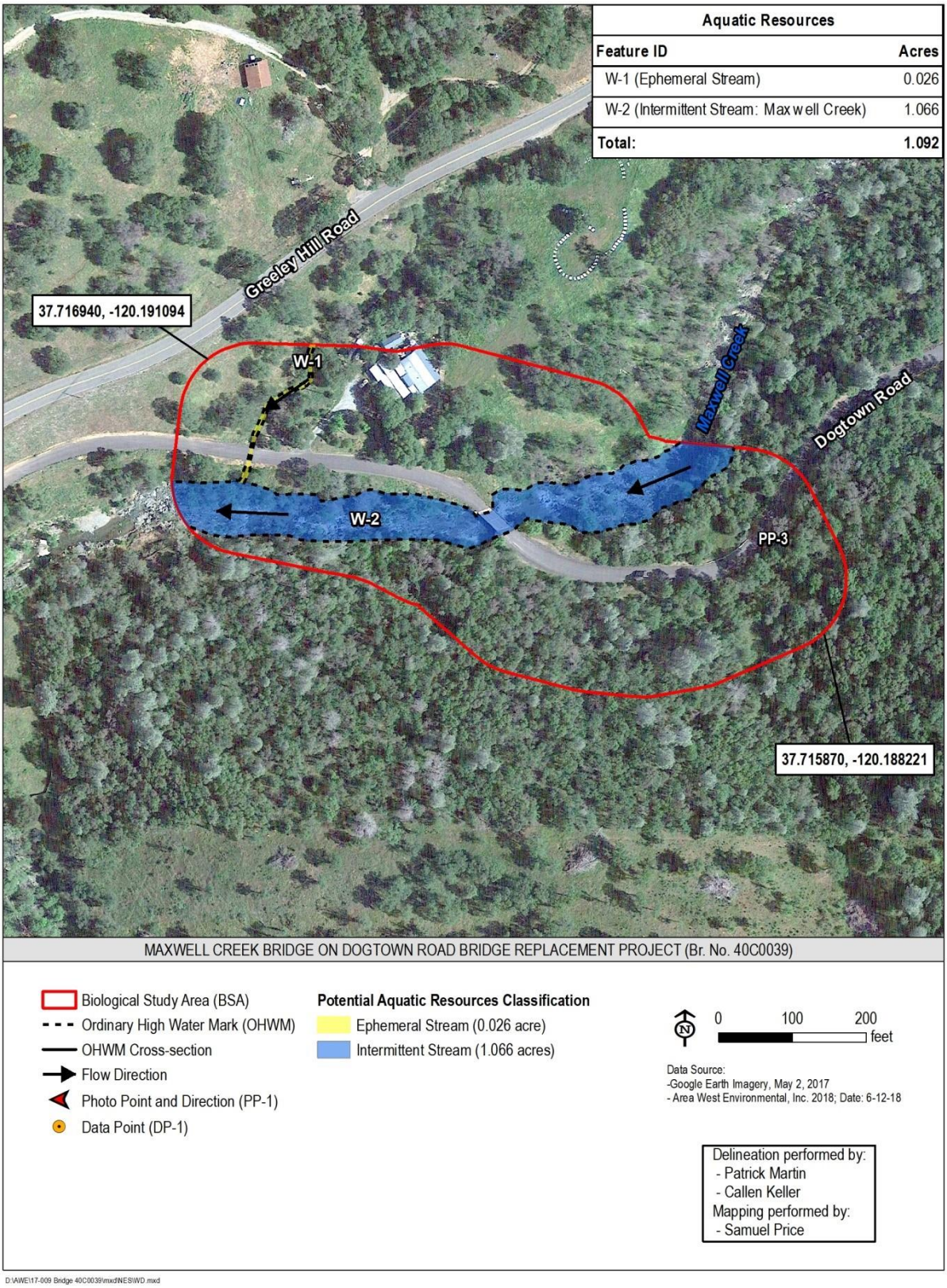
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Figure 3-4. Delineation of Waters of the U.S. and State for Bridge #40C0038



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Figure 3-5. Delineation of Waters of the U.S. and State for Bridge #40C0039



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urban area, but the vegetation surrounding the residential home is comprised of ornamental species. The urban area does not provide suitable habitat for special-status wildlife species.

Common Animal Species

The BSAs provide habitat for an assemblage of wildlife species that are commonly found within stream/riparian corridors, as described above under each vegetation community description. During field surveys of the sites, birds observed within the BSAs included acorn woodpecker, downy woodpecker (*Dryobates pubescens*), oak titmouse, California towhee (*Melozone crissalis*), red-shouldered hawk, red-tailed hawk, bushtit (*Psaltriparus minimus*), and wild turkey (*Meleagris gallopavo*). Additionally, during field surveys on April 5, 2018 wildlife survey, a golden eagle (*Aquila chrysaetos*) was observed flying over the BSAs. Sierra treefrogs (*Pseudacris sierra*) and one of their egg masses were also observed within Maxwell Creek.

Habitat Connectivity - Established Native Resident or Migratory Wildlife Corridors

Stream/riparian corridors such as Maxwell Creek are commonly used by wildlife as migration and movement corridors. Striped skunk (*Mephitas mephitis*), Virginia opossum (*Didelphis virginiana*), black-tailed deer (*Odocoileus heminonus*) and song birds are commonly found traversing stream/riparian corridors. Species of special concern that could use Maxwell Creek as a migration corridor to reach breeding sites include foothill yellow-legged frog, California red-legged frog, western spadefoot, western pond turtle, ringtail (*Bassariscus astutus*), and San Joaquin roach (*Lavinia symmetricus*).

Habitats and Natural Communities of Concern

The County supports many special-status plants, animals, and unique habitats. The majority of special-status plant species identified during pre-field reviews are endemic to unique habitats such as marshlands, vernal pools, and areas with serpentine soils, which are absent from the BSAs. Similarly, special-status wildlife species are also typically associated with regional habitats of concern such as vernal pools, freshwater ponds, marsh habitat, and high elevation conifer forests, though some occur in more common plant communities like riparian and oak woodlands. Habitats of concern, including waters of the U.S. and State, located within the BSAs include Maxwell Creek and associated riparian vegetation.

Special Status Species

Special-status species are plant and wildlife species that are legally protected under the Federal and California Endangered Species Acts (FESA), (CESA), or other State regulations, and species that are considered sufficiently rare by the scientific community to warrant conservation concern. The desktop literature and database review performed for each BSA (and surrounding area) identified 23 special-status plant and 25 special-status wildlife species. Of these, ten plant and 11 wildlife species were determined to have at least some potential to occur in the BSAs; these species, and their habitat requirements, are listed and more fully described in **Appendix A** of this IS/MND and the Natural Environment Study reports prepared for each bridge.

Special-Status Plants. A complete list of special-status plants that are known to occur or have potential to occur in the project region is provided in **Appendix A** of this IS/MND and the Natural Environment Study. The list of species is based on USFWS and CNPS information and was cross-referenced against CNDDB occurrence records. During the pre-field investigation, 23 special-status plant species were identified during the pre-field review as potentially occurring in the vicinity of the BSAs. Based on the lack of suitable habitat (i.e., serpentine soils, acidic soils, vernal pools, and marsh/swamp) and the BSA

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being located outside the species known elevational range, 13 of the 23 special-status plant species listed (see **Appendix A** of this IS/MND) do not have the potential to occur in the BSAs. However, none of the remaining 10 special-status plant species were observed during the April 5, 2018 and May 9, 2018 botanical surveys, which were conducted during the appropriate bloom period for these species. Therefore, the proposed project would have no impact on special-status plant species.

Special-Status Wildlife. A complete list of special-status animals that are known to occur or have potential to occur in the project region is provided in **Appendix A** of this IS/MND and the Natural Environment Study. Based on the results of the field surveys and review of existing information including a search of the CNDDB, USFWS species lists, and species distribution and habitat requirements data, 25 special-status wildlife species were identified during the pre-field review as occurring or having the potential to occur within the vicinity of the proposed project. The listing status, preferred habitat, and potential for occurrence in the BSA for each of these species are provided in **Appendix A** of this IS/MND. Nesting birds and roosting bats, which are protected by the Migratory Bird Treaty Act (MBTA) and the California Fish and Game Code (CFGC), are also addressed.

Of the 25 special-status wildlife species listed, 14 species would not occur in the BSA or have the potential to be affected by the proposed project construction because: 1) the BSAs lack suitable habitat for the species, 2) the BSAs are outside the species' known range, and/or 3) field surveys determined that the species is not present. The remaining 11 species, listed below, have potential to occur within the BSAs:

- Foothill yellow-legged frog (*Rana boylii*), state candidate for threatened;
- California red-legged frog (*Rana draytonii*); federally threatened and state species of special concern;
- Western spadefoot (*Spea hammondii*); state species of special concern;
- Western pond turtle (*Actinemys marmorata*), state species of special concern;
- Golden eagle (*Aquila chrysaetos*), state fully protected;
- Bald eagle (*Haliaeetus leucocephalus*), federally delisted, state endangered, and state fully protected;
- California spotted owl (*Strix occidentalis occidentalis*), state species of special concern;
- Pallid bat (*Antrozous pallidus*), state species of special concern;
- Western red bat (*Lasiurus blossevillii*); state species of special concern;
- Ringtail (*Bassariscus astutus*), state fully protected; and
- San Joaquin roach (*Lavinia symmetricus*); state species of special concern.

Special-Status Species Critical Habitat or Essential Fish Habitat. Based on the results of the field surveys and review of existing information, the BSAs do not fall within any designated critical habitat for federally listed species or essential fish habitat.

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3.6.2 Discussion

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 the U.S. Fish and Wildlife Service?

Impacts of the proposed project on biological resources will result from vegetation removal, equipment access and construction work within the Maxwell Creek corridor, and RSP placement during construction (see **Figures 2-8** and **2-9** in **Chapter 2**). Additionally, in-water work will result in temporary disturbance to aquatic biological resource habitats (see **Figures 2-8** and **2-9**), with work restricted to periods of low-flow, most likely beginning in late May or early June.

Special-Status Plant Species

As previously described above, only ten of the identified 23 special-status plant species would be expected to occur in the study area. However, these species were not observed within the BSAs during the April 5, 2018 and May 9, 2018 botanical surveys, which were conducted during the appropriate bloom period for these species and would have been detectable if they occurred there. Therefore, the proposed project would have ***no impact*** on special-status plant species.

Special-Status Amphibian and Reptile Species

Foothill Yellow-Legged Frog. No foothill yellow-legged frogs (a state candidate for threatened) were observed in the BSAs during the wildlife surveys. Suitable breeding (rocky streams) and dispersal habitat for this species is present within the BSAs in Maxwell Creek. Based on observations and communications with local residents, some pools within Maxwell Creek likely persist throughout the year, even if the creek goes dry. Therefore, these pools may have a long enough hydroperiod to support potential foothill yellow-legged frog breeding. Additionally, the blue oak – foothill pine vegetation communities included areas with open grasslands within the BSAs that could provide refugia sites and a movement corridor for adult dispersal movements to suitable breeding habitat located within the vicinity of the BSAs.

If foothill yellow-legged frog is present within the project sites or construction footprint, implementation of the proposed project activities may affect this species. 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 BSAs due to the presence of people and equipment; and an increased risk of predation by wildlife inadvertently attracted by the proposed project (trash in project site, freshly up-turned soils, etc.). Moreover, construction of the temporary creek diversion system and dewatering activities could temporarily impede the movement of foothill yellow-legged frog dispersing between breeding areas and refugia sites.

Implementation of the proposed project will have short-term construction activity that will be completed within a few months. Although the proposed project will convert a small amount of aquatic habitat (see **Figures 2-8** and **2-9**) to transportation uses (i.e., road fill and RSP under the bridges), construction of the new bridges is unlikely to result in changes to the aquatic habitat provided by the creek within the BSAs. Therefore, the proposed project is not expected to

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significantly alter habitat suitability for foothill yellow-legged frog from existing conditions. If Foothill Yellow-legged frogs are located under refugia within the BSAs, they may be trapped within the construction area during the vegetation removal and dewatering process, resulting in a ***potentially significant*** impact.

Implementation of the species avoidance (including preconstruction surveys, environmental awareness training, site monitoring, water diversion/dewatering measures, site replanting, water quality best management practices, and wildlife refugia protection) measures identified in **Mitigation Measures BIO-1** through **BIO-9** (more fully described below) would reduce the potentially significant impact associated with aquatic habitat disturbance/loss and direct impacts to Foothill Yellow-legged frog to a ***less-than-significant*** level.

Mitigation Measure BIO-1: Conduct Preconstruction Species Surveys

Special Status Amphibians. A qualified 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 BSAs. 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 BSAs. All potential habitat features in the BSAs, 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 qualified 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 BSAs. All potential habitat features in the BSAs 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 BSAs 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. Any species observed shall be allowed to voluntarily move outside of the work area on its own volition. If egg masses or tadpoles of 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.

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.

Once the biologist has determined that all 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.

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construction personnel shall attend a mandatory environmental education program delivered by an approved biologist prior to working on the proposed project. The training shall include: a description of protected biological resources including identification of special-status species and habitats that may occur within the proposed project construction area; an explanation of the status of these species and habitats and their protection under the Endangered Species Act and other laws; the measures to be implemented to conserve listed species and their habitats as they relate to the work site; descriptions of the boundaries within which construction may occur; and, all of the mitigation measures and BMPs to be followed during project implementation. If new construction personnel are added to the proposed project, they must receive the mandatory training before starting work.

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 Maxwell Creek and within the proposed project footprint, as well as up-stream and down-stream from the project footprints and up to 1,300 feet from the stream channel in undeveloped upland habitats where access permits. For surveys outside the project footprints where access is not permitted, the surveying biologist shall use binoculars to scan up-stream, down-stream, 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.

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 footprints. Surveys for raptors' nests should also extend 1,250 feet from the project footprints to ensure that nesting raptors are not affected by construction disturbances. For raptor surveys outside the project footprints 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.

Bats. If construction is scheduled between April and September, before construction begins, a qualified biologist will survey trees and rocky outcrops within the project footprints 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. If snags, hollow trees, or other trees with suitable cavities are found, they will be examined for roosting bats. Rocky outcrops in the BSAs will also be examined. If bats are not found and there is no evidence of use by bats, construction may proceed. 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.

Special Status Mammals. The following measures shall be implemented to minimize or avoid potential impacts to special-status mammal species:

- A qualified biologist shall conduct a preconstruction survey for special-status mammals and active special-status mammal nests or dens within the BSAs.
- For surveys in inaccessible areas, the biologist shall use binoculars to scan any suitable denning substrate for potential individuals or nests/dens.
- The preconstruction survey shall be conducted no more than 14 days before the initiation of construction activities.
- If no active nests/dens are found during the preconstruction surveys, then no additional mitigation is required.
- If an active special-status mammal nest/den is identified within the BSAs, a no-disturbance buffer shall be established around the nest/den to avoid disturbance of the nesting/denning mammal until a qualified biologist determines that the young have dispersed. The extent of these buffers shall be determined by the biologist and shall depend on the species identified, level of noise or construction disturbance, line-of-sight between the den and the disturbance, ambient levels of noise and other disturbances, and other topographical or artificial barriers.
- If any non-denning species are observed in the BSAs before or during construction, the species will be allowed to move out of harm's way on its own.

Timing: Before and during construction.

Responsibility: County of Mariposa / Construction Contractor.

Mitigation Measure BIO-2: Conduct Environmental Awareness Training

Before any work occurs in the project footprints, 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 projects, they must receive the mandatory training before starting work. The training shall be provided to all personnel and will discuss sensitive resources (i.e.,

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waters of the U.S. and State, 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.

Timing: Before and during construction.

Responsibility: County of Mariposa / Construction Contractor.

Mitigation Measure BIO-3: Install Temporary Fencing around Environmentally Sensitive Habitat

Final proposed project construction drawings will identify the locations of temporary fencing around environmentally sensitive habitat areas to ensure that sensitive resources proposed for avoidance (waters of the U.S. and State, riparian vegetation, special-status species habitat, etc.) will be protected during construction activities. 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 footprints, as appropriate. Construction personnel and construction activity shall avoid areas identified as environmentally sensitive by the fencing/flagging. 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.

Timing: Before and during construction.

Responsibility: County of Mariposa / Construction Contractor.

Mitigation Measure BIO-4: 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 netting, hydroseeding, and revegetation.

Timing: During and after construction.

Responsibility: County of Mariposa / Construction Contractor.

Mitigation Measure BIO-5: Implement Water Quality Best Management Practices

Before any ground-disturbing activities, the County shall ensure the construction contractor (as part of the construction specifications) implements erosion control measures and construction waste containment measures to ensure that waters of the state are protected during and after proposed project construction.

The erosion control and construction waste containment measures shall: (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 storm water discharges and authorized non-storm water discharges from the

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proposed 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 erosion control and construction waste containment measures will require BMPs including, but not limited to:

- Conduct ground disturbing activities adjacent to and within Maxwell Creek 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 Maxwell Creek, 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 proposed 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. A spill response and control plan would be developed and implemented by the contractor.

Timing: Before and during construction.

Responsibility: County of Mariposa / Construction Contractor.

Mitigation Measure BIO-6: Provide Escape Ramps or Cover Open Trenches

To avoid entrapment of wildlife, all excavated steep-walled holes or trenches more than 2 feet 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.

Timing: During construction.

Responsibility: County of Mariposa / Construction Contractor.

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Mitigation Measure BIO-7: 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 to between June 1 and October 15, unless 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.

Timing: During construction.

Responsibility: County of Mariposa / Construction Contractor.

Mitigation Measure BIO-8: Monitor during Dewatering Activities

Appropriate temporary cofferdams shall be used to dewater the construction site and divert water through the project footprints 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 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 site 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.

Timing: During construction.

Responsibility: County of Mariposa / Construction Contractor.

Mitigation Measure BIO-9: Monitor during Ground Disturbance and Vegetation Removal

A qualified biological monitor will be present during all project activities requiring ground disturbance or vegetation 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.

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The biological monitor must be a biologist with demonstrated knowledge of foothill yellow-legged frog, California red-legged frog, 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.

Timing: During construction.

Responsibility: County of Mariposa / Construction Contractor.

California Red-Legged Frog. During the April 5, 2018 survey, biologists conducted habitat assessments for California red-legged frog (a federally threatened and state species of special concern) according to the USFWS Revised Guidance on Site Assessments and Field Surveys for the California Red-legged Frog (USFWS 2005). Based on the results of the site assessment, there is moderate potential for California red-legged frog to occur within the BSAs within Maxwell Creek.

If California red-legged frog is present within the proposed project footprints during construction activities, the proposed project may affect this species. 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 BSAs due to the presence of people and equipment; and an increased risk of predation by wildlife inadvertently attracted by some project-related activities (trash in Project site, freshly up-turned soils, etc.). Moreover, construction of the temporary creek diversion system and dewatering activities would temporarily impede the movement of California red-legged frog dispersing between breeding areas and refugia sites.

The proposed project will result in short-term construction activity that will be completed within a few months. Although the proposed project will convert a small amount of aquatic habitat (see **Figures 2-8** and **2-9**) to transportation uses (i.e., road fill and RSP under the bridge), construction of the new bridges are unlikely to result in permanent changes to the aquatic habitat provided by the creek within the BSAs. Therefore, the proposed project is not expected to significantly alter habitat suitability for California red-legged frog from existing conditions. However, if California red-legged frogs are located under refugia within the BSAs, they may be trapped within the construction area during the vegetation removal and dewatering process, resulting in a ***potentially significant*** impact.

Implementation of the species avoidance (including preconstruction surveys, environmental awareness training, site monitoring, water diversion/dewatering measures, site replanting, water quality best management practices, and wildlife refugia protection) measures identified in **Mitigation Measures BIO-1** through **BIO-9** (more fully described above) would reduce the potentially significant impact associated with aquatic habitat disturbance/loss and direct impacts to California red-legged frog species to a ***less-than-significant*** level.

Western Spadefoot Toad. No western spadefoot (a state species of special concern) were observed in the BSAs during the wildlife surveys; however, suitable breeding and dispersal habitat for this species is present within the BSAs. Based on observations and communications with local residents, some pools within Maxwell Creek likely persist throughout the year, even if

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the creek goes dry. Therefore, these pools may have a long enough hydroperiod to support potential western spadefoot breeding. Additionally, the blue oak – foothill pine vegetation communities included areas with open grasslands within the BSAs that could provide refugia sites and a movement corridor for adult dispersal movements to suitable breeding habitat located within the vicinity of the BSAs.

If western spadefoot is present within the proposed project footprints during construction activities, the proposed project may affect this species. 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 BSAs due to the presence of people and equipment; and an increased risk of predation by wildlife inadvertently attracted by some project-related activities (trash in Project site, freshly up-turned soils, etc.). Moreover, construction of the temporary creek diversion system and dewatering activities could temporarily impede the movement of western spadefoot dispersing between breeding areas and refugia sites.

The proposed project will result in short-term construction activity that will be completed within a few months. Although the proposed project will convert a small amount of aquatic habitat (see **Figures 2-8** and **2-9**) to transportation uses (i.e., road fill and RSP under the bridge), construction of the new bridges are unlikely to result in changes to the aquatic habitat provided by the creek within the BSAs. Therefore, the proposed project is not expected to significantly alter habitat suitability for western spadefoot from existing conditions. However, if western spadefoot are located under refugia within the BSAs, they may be trapped within the construction area during the vegetation removal and dewatering process, resulting in a ***potentially significant*** impact.

Implementation of the species avoidance (including preconstruction surveys, environmental awareness training, site monitoring, water diversion/dewatering measures, site replanting, water quality best management practices, and wildlife refugia protection) measures identified in **Mitigation Measures BIO-1** through **BIO-9** (more fully described above) would reduce the potentially significant impact associated with aquatic habitat disturbance/loss and direct impacts to western spadefoot species to a ***less-than-significant*** level.

Western Pond Turtle. No western pond turtles (a state species of special concern) were observed in the BSAs during the wildlife surveys. However, this species was observed approximately 1 mile southwest of the BSAs during the California red-legged frog habitat assessment in Blacks Creek. Blacks Creek is a tributary to Maxwell Creek. Potential aquatic habitat is available for this species in the BSAs within Maxwell Creek.

If western pond turtle is present within the proposed project footprints during construction activities, the proposed project may affect this species. Direct effects 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 BSAs due to the presence of people and equipment; and, an increased risk of predation by

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wildlife inadvertently attracted by some project-related activities (trash in project site, freshly up-turned soils, etc.).

The proposed project will result in short-term construction activity that will be completed within a few months. Although the proposed project will convert a small amount of aquatic habitat (see **Figures 2-8** and **2-9**) to transportation uses (i.e., road fill and RSP under the bridge), construction of the new bridges are unlikely to result in changes to the aquatic habitat provided by the creek within the BSAs. Therefore, the proposed project is not expected to significantly alter habitat suitability for western pond turtle from existing conditions. However, if western pond turtle are located under refugia within the BSAs, they may be trapped within the construction area during the vegetation removal and dewatering process, resulting in a ***potentially significant*** impact.

Implementation of the species avoidance (including preconstruction surveys, environmental awareness training, site monitoring, water diversion/dewatering measures, site replanting, water quality best management practices, and wildlife refugia protection) measures identified in **Mitigation Measures BIO-1** through **BIO-9** (more fully described above) would reduce the potentially significant impact associated with aquatic habitat disturbance/loss and direct impacts to western pond turtle species to a ***less-than-significant*** level.

Special-Status Fish Species

San Joaquin Roach. Suitable habitat for the San Joaquin roach (a state species of special concern) is present within the BSAs. Maxwell Creek is a warm water stream with intermittent flow and pools, which is ideal habitat for this species. Warm water fish species were observed during wildlife surveys in Maxwell Creek, which include Sacramento sucker and the Central California roach.

If San Joaquin roach is present within the proposed project footprints during construction activities, 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 BSAs due to the presence of people and equipment; and the removal of riparian vegetation may result in a loss of shade, a potential slight increase in summer stream temperatures, and a potential decrease in food source and detritus associated with canopy cover.

The proposed project will result in short-term construction activity that will be completed within a few months. Although the proposed project will convert a small amount of aquatic habitat (see **Figures 2-8** and **2-9**) to transportation uses (i.e., road fill and RSP under the bridge), construction of the new bridges are unlikely to result in changes to the aquatic habitat provided by the creek within the BSAs. Therefore, the proposed project is not expected to significantly alter habitat suitability for San Joaquin roach or other fish species from existing conditions. However, these fish species are located within the BSAs and may be trapped within the construction area during the dewatering process, resulting in a ***potentially significant*** impact.

Implementation of the species avoidance (including environmental awareness training, site monitoring, water diversion/dewatering measures, water quality best management practices, and wildlife refugia protection) measures identified in **Mitigation Measures BIO-2, BIO-3, BIO-4,**

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BIO-5, BIO-7, and BIO-8 (more fully described above) along with the stranded aquatic life rescue measures described in **Mitigation Measures BIO-10** and **BIO-11** (more fully described below) would reduce the potentially significant impact associated with aquatic habitat disturbance/loss and direct impacts to San Joaquin Roach and other fish species to a ***less-than-significant*** level.

Mitigation Measure BIO-10: Install Catchment Tarps Prior to any Work Activity to the Bridges

Prior to any bridge demolition, decommissioning, or work activity within the channel floodway embankments, catchment tarps, or "bridge diapers" will be installed to ensure all construction debris is caught and removed daily from the work area.

Timing: Before and during construction.

Responsibility: County of Mariposa / Construction Contractor.

Mitigation Measure BIO-11: 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 Maxwell 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.

Timing: During construction.

Responsibility: County of Mariposa / Construction Contractor.

Special-Status Bird Species

Golden Eagle. During field surveys for the proposed project, a single golden eagle (state fully protected species) was observed in flight over the BSA. While no large stick nests were observed during the biological surveys, potential golden eagle nesting habitat is present in tall trees that overlook the BSAs. Additionally, woodland habitat that provides habitat for small rodent prey provides foraging habitat in and adjacent to the BSAs.

If golden eagles are present within the proposed project footprints during construction activities, the proposed project may affect this species. Noise associated with construction activities and vegetation removal involving heavy equipment operation that occurs during the breeding season (generally between March 1 and August 31) could directly affect nesting golden eagle if an active nest is located in tall trees near the BSAs. Additionally, vegetation removal and ground disturbance activities will result in alteration of golden eagle foraging habitat (see **Figures 2-8** and **2-9**), resulting in a ***potentially significant*** impact.

Implementation of the species avoidance (including preconstruction nesting/species surveys, environmental awareness training, site monitoring, site replanting and revegetation, and wildlife refugia protection) measures identified in **Mitigation Measures BIO-1** through **BIO-4** (more

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fully described above) would reduce the potentially significant impact associated with disturbance and loss of golden eagle foraging and nesting habitat to a ***less-than-significant*** level.

Bald Eagle. No bald eagles (state listed endangered and fully protected species) or their nests were observed in the BSAs during the wildlife surveys. While large coniferous trees are located in the BSAs along Maxwell Creek, this species is more likely to occur nesting closer to large reservoirs in the area, which are stocked with fish. However, suitable foraging habitat is present in and adjacent to the BSAs.

While bald eagle nesting habitat may be present within the BSAs, the likelihood of presence is considered low. Therefore, the proposed project is not expected to have an impact on nesting habitat for bald eagle, as the BSAs occur at the edge of the forest, along a roadway, where bald eagles are less likely to forage. Vegetation removal and ground disturbance activities will result in the alteration of a small area of bald eagle foraging habitat (see **Figures 2-8** and **2-9**). Consequently, vegetation removal and soil disturbance will result in impacts to water quality in aquatic foraging habitat for bald eagle in the watersheds (**Figures 2-8** and **2-9**), resulting in a ***potentially significant*** impact.

Implementation of the species avoidance (including preconstruction nesting/species surveys, environmental awareness training, site monitoring, site replanting and revegetation, and wildlife refugia protection) measures identified in **Mitigation Measures BIO-1** through **BIO-4** (more fully described above) would reduce the potentially significant impact associated with disturbance and loss of bald eagle foraging habitat to a ***less-than-significant*** level.

California Spotted Owl. While no California spotted owl (a state species of special concern) or large cavity nests were observed in the BSAs during the wildlife surveys, potential owl nesting habitat is present within the blue oak – foothill pine woodlands in the BSAs. Suitable foraging habitat is also present in and adjacent to the BSA.

Construction site clearing will include removal of trees and shrubs which would directly affect nesting California spotted owl, if present. Additionally, noise associated with construction activities involving heavy equipment operation that occurs during the breeding season (generally between March 1 and August 31) will disturb nesting California spotted owl if an active nest is located near these activities. Vegetation removal and ground disturbance activities will also result in the temporary alteration of owl foraging habitat (blue oak – foothill pine woodlands) within and slightly adjacent to the project sites (see **Figures 2-8** and **2-9**), resulting in a ***potentially significant*** impact.

Implementation of the species avoidance (including preconstruction nesting/species surveys, environmental awareness training, site monitoring, site replanting/revegetation, and wildlife refugia protection) measures identified in **Mitigation Measures BIO-1** through **BIO-4** (more fully described above) would reduce the potentially significant impact associated with disturbance and loss of California spotted owl nesting and foraging habitat to a ***less-than-significant*** level.

Other Protected Migratory Birds and Raptors. Although no potential raptor nests or other large bird nests were identified within the project footprints during the wildlife surveys, the BSA has the potential to support nesting birds and raptors within the riparian, ruderal, and the

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developed habitats. Migratory birds and raptors could nest in trees and along bridge structures within or adjacent to the BSA. The breeding season for most birds and raptors within the region is generally from March 1 to August 31. The occupied nests and eggs of these birds are protected by federal and state laws, including the MBTA and CFGC Sections 3503 and 3503.5.

Removal of trees, shrubs and the bridge structure within each project footprint will directly affect nesting birds if present. Additionally, noise associated with construction activities involving heavy equipment operation that occurs during the breeding season (generally between March 1 and August 31) will disturb nesting migratory birds and raptors if an active nest is located near these activities. Any disturbance that causes migratory bird or raptor nest abandonment and subsequent loss of eggs or developing young at active nests located at or near the construction work area (**Figures 2-8** and **2-9**) would violate CFGC Sections 3503 or 3503.5 and the MBTA, resulting in a ***potentially significant*** impact.

Implementation of the species avoidance (including preconstruction nesting surveys, environmental awareness training, site monitoring, site replanting/revegetation, and wildlife refugia protection) measures identified in **Mitigation Measures BIO-1** through **BIO-4** (more fully described above) would reduce the potentially significant impact associated with disturbance and loss of protected migratory birds and raptors nesting habitat to a ***less-than-significant*** level.

Special Status Mammal Species

Roosting Bats. Two bat species designated as a state species of special concern have the potential to occur within the BSAs: Pallid bat and western red bat. No pallid bats, western red bats, other roosting bats, or evidence of bat use (e.g., guano, staining) was observed in the BSAs during the wildlife surveys conducted for the bridge projects. Within the BSAs, potential roosting habitat occurs within large trees (with holes) in the riparian woodland, and under the Maxwell Creek Bridge. Additionally, bat species could forage in openings in the oak woodland habitat or above Maxwell Creek in the BSAs.

If roosting bats are present within the bridge project footprints during construction activities, direct effects will include vegetation removal, soil disturbance, and construction activities in areas that could support roosting bats. Noise associated with construction activities involving heavy equipment operation will also disturb roosting bats if they are found to be using habitat near these activities. Bat foraging habitat (surrounding oak woodlands) will also be temporarily affected through vegetation removal activities (see **Figures 2-8** and **2-9**). However, construction activities are not expected to disturb foraging pallid bats, western red bats, or other bat species, as these activities would not be conducted during dusk or dark when bats would be actively foraging. Vegetation removal and ground disturbance activities will result in the temporary alteration of bat nesting and foraging habitat within and slightly adjacent to the project sites (see **Figures 2-8** and **2-9**), resulting in a ***potentially significant*** impact.

Implementation of the species avoidance (including preconstruction nesting/species surveys, environmental awareness training, site monitoring, and site replanting/revegetation) measures identified in **Mitigation Measures BIO-1** through **BIO-4** (more fully described above) would reduce the potentially significant impact to bat nesting and foraging habitat to a ***less-than-significant*** level.

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Ringtail. The ringtail is designated as fully protected by the state. While no ringtails or their sign were observed in the BSAs during the wildlife surveys, potential foraging and den habitat for ringtail occurs within large trees in the oak woodland and riparian woodland habitats in the BSAs (see **Figures 2-8** and **2-9**). Forage that is present includes berries from berry producing vegetation, insects, and small vertebrate prey such as mice or lizards. This species is nocturnal and very difficult to observe during the day and would not likely be detected during daytime surveys.

If ringtail are present within the bridge project footprints during construction activities, direct effects will include vegetation removal, soil disturbance, and construction activities in areas that could support potential foraging, cover, or denning habitat for this species. Additionally, noise associated with construction activities involving heavy equipment operation will also temporarily disturb ringtail that may forage within the BSAs (see **Figures 2-8** and **2-9**). However, ringtails typically forage after sunset and so would not be foraging in the project construction footprints during daylight hours. Vegetation removal and ground disturbance activities will result in the temporary alteration of ringtail foraging, cover, and denning habitat within and slightly adjacent to the project sites, resulting in a ***potentially significant*** impact.

Implementation of the species avoidance (including preconstruction species surveys, environmental awareness training, site monitoring, site replanting/revegetation, and wildlife escape/safety protocols) measures identified in **Mitigation Measures BIO-1** through **BIO-4** and **BIO-6** (more fully described above) would reduce the potentially significant impact to ringtail foraging, cover, and denning habitat to a ***less-than-significant*** level.

b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

Sensitive natural communities occurring in the BSAs include Waters of the U.S. and State, and riparian vegetation communities. **Table 3-4** summarizes the temporary and permanent impacts to all habitats (including sensitive natural communities) and **Figures 2-8** and **2-9** identify their locations within the project sites.

Within the project sites, the bed, bank and channel of Maxwell Creek are regulated by CDFW under Section 1602 of the CFGC for protecting fish and wildlife resources; riparian habitat along the creek bank may be evaluated as part of the Section 1602 permit. While the proposed project has been sited to minimize impacts within the project sites (using developed areas and roadway approaches surrounding Bridge #40C0039 for construction staging), construction of the proposed project will result in both temporary and permanent impacts to both aquatic and riparian habitats or vegetation communities within the project sites.

As summarized in **Table 3-4**, project construction activities would result in the permanent impact of 0.034 acre and temporary impact of 0.112 acre of intermittent stream (Maxwell Creek) for Bridge #40C0038 and result in the permanent impact of 0.016 acre and temporary impact of 0.091 acre of intermittent stream for Bridge #40C0039. During construction, permanent impacts to Maxwell 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

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approaches. Temporary impacts to Maxwell Creek would include disturbance by vegetation removal, removal of the existing bridge and support columns, construction of the detour road, and water diversion (if necessary). Additionally, earth moving adjacent to Maxwell Creek due to construction of the new bridge abutments could result in increased sediment loads, turbidity, and siltation into the stream.

Construction activities will also result in the permanent removal of 0.041 acre and temporary impact of 0.093 acre of riparian vegetation for Bridge #40C0038 and result in the permanent removal of 0.003 acre and temporary impact of 0.013 acre for Bridge #40C0039. Permanent impacts would occur from constructing a wider bridge structure and widening the bridge approach. Temporary impacts would occur from vegetation clearing, grubbing, or trimming of tree canopy that would be required in order to provide construction crews and equipment access to Maxwell Creek.

The loss of riparian vegetation can have adverse effects on terrestrial and aquatic habitat in Maxwell Creek. Riparian vegetation reduces sedimentation and erosion along stream banks. This vegetation community also provides nesting habitat for bird species, creates an important movement corridor for wildlife, overhanging canopies provide shade, and riparian vegetation offers habitat for invertebrates that are a source of food for aquatic and terrestrial life. However, the proposed project will only convert a small amount of valley foothill riparian to transportation uses (i.e., road fill and RSP under the bridge) and is not expected to significantly alter the riparian habitat quality from existing conditions.

Table 3-4. Summary of Temporary and Permanent Effects for each Bridge Site

Vegetation Community	Permanent Impacts (acres)	Temporary Impacts (acres)
BRIDGE #40C0038		
Blue Oak – Foothill Pine Woodland	0.113	0.343
Valley Foothill Riparian	0.041	0.093
Intermittent Stream (Maxwell Creek)	0.034	0.112
Total:	**0.188**	**0.548**
BRIDGE #40C0039		
Blue Oak – Foothill Pine Woodland	0.117	0.294
Valley Foothill Riparian	0.003	0.013
Intermittent Stream (Maxwell Creek)	0.016	0.091
Total:	**0.136**	**0.398**

Source: *Natural Environment Study for Bridge #40C0038 and Bridge #40C0039* (Area West Environmental, Inc. 2020a, 2020b)

As part of the proposed project, the County will obtain a California Fish and Game Code 1600-1602 Streambed Alteration Agreement (SAA) from the CDFW. Implementation of all SAA permit requirements and habitat revegetation measures including riparian/native vegetation habitat re-planting requirements (see **Mitigation Measures BIO-4**, more fully described above) will be required to mitigate impacts to these sensitive natural communities. Additionally, the implementation of best management practices to protect wildlife and habitats (**Mitigation Measures BIO-2, BIO-3, BIO-7,** and **BIO-10**, more fully described above), erosion prevention

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measures/water quality best management practices provided under **Mitigation Measure BIO-5** (also more fully described above), and the invasive plant species reduction measures provided in **Mitigation Measure BIO-12** (see below) would serve to further minimize impacts to sensitive natural communities. Consequently, this impact is ***less-than-significant*** with incorporation of **Mitigation Measures BIO-2** through **BIO-5, BIO-7, BIO-10,** and **BIO-12.**

Mitigation Measure BIO-12: 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 sites 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 on the project sites shall be free of noxious weed seeds and propagules.
- All equipment brought to the project sites for construction shall be thoroughly cleaned of all dirt and vegetation prior to entering the site, in order to prevent importing noxious weeds.
- All material brought to the sites, including rock, gravel, road base, sand, and top soil, shall be free of noxious weed seeds and propagules.

Timing: During and after construction.

Responsibility: County of Mariposa / Construction Contractor.

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?

Maxwell Creek (intermittent stream) is an aquatic feature within the BSAs and is 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. No wetlands were identified during field surveys. An ephemeral stream (located within the BSA for Bridge #40C0039, but outside the project site as shown in **Figures 2-9**, **3-3**, and **3-5**) also exhibits a well-defined OHWM and was determined to be an "other waters" and is considered to be USACE-jurisdictional. No impacts to the ephemeral stream would occur (see **Figure 2-9**) under the proposed project.

Approximately 0.034 acre (Bridge #40C0038) and 0.016 acre (Bridge #40C0039) of jurisdictional waters (see **Table 3-3**, above) would experience permanent impacts under the proposed project. Permanent impacts to Maxwell 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. Approximately 0.112 acre (Bridge #40C0038) and 0.091 acre (Bridge #40C0039) of jurisdictional waters (see **Table 3-3)** would experience temporary impacts under the proposed project. Temporary impacts to Maxwell Creek include disturbance by vegetation removal, removal of the existing bridge and support columns, construction of the detour road, and water diversion (if necessary). Waters located in the project sites would either be treated per SWPPP requirements, or disposed of per RWQCB requirements.

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As part of the proposed project, the County will obtain a Clean Water Act Section 404 Nationwide Permit from the USACE; and a Clean Water Act Section 401 Water Quality Certification Waiver from the Regional Water Quality Control Board.

Implementation of all permit requirements and habitat revegetation measures including riparian/native vegetation habitat re-planting requirements (see **Mitigation Measures BIO-4**, more fully described above) will be required to mitigate impacts to these sensitive natural communities. Additionally, the implementation of best management practices to protect wildlife and habitats (**Mitigation Measures BIO-2, BIO-3, BIO-7,** and **BIO-10**, more fully described above) and the erosion prevention measures/water quality best management practices provided under **Mitigation Measure BIO-5** (also more fully described above) would serve to further minimize impacts to waters of the U.S. and State. Consequently, this impact is ***less-than-significant*** with incorporation of **Mitigation Measures BIO-2** through **BIO-5, BIO-7,** and **BIO-10.**

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?

See checklist Item "**a**" through "**c**" above.

e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

The proposed project is likely to require the removal of up six (6) trees within the construction footprint for Bridge #40C0038 and up to 11 trees within the construction footprint for Bridge #40C0039. Tree types include blue oak (*Quercus douglasii*), interior live oak (*Quercus wislizeni*), and Goodding's willow (*Salix gooddingii*). **Appendix A** of this IS/MND includes an inventory of all trees to be affected (removal or trimming) by the proposed project along with a description of the individual tree health and size. While Mariposa County does not have an oak tree ordinance or management plan, the Mariposa County Resource Management District does implement the County's Voluntary Oak Woodland Management Guidelines which plans for the retention and replacement of all types of trees (including heritage sized oaks), to reforest oak species through natural or artificial regeneration, remove hazard trees, and retain wildlife trees. Implementation of the management practices to protect native trees and vegetation through the establishment of protective fencing around environmentally sensitive habitats (including riparian and oak woodlands) surrounding the construction sites, onsite revegetation requirements using native plant species, and preventative measures to minimize the spread of invasive plant species are consistent with the goals and objectives of the County's Voluntary Oak Woodland Management Guidelines. Consequently, this impact is ***less-than-significant*** with incorporation of **Mitigation Measures BIO-3**, **BIO-4**, **BIO-5**, and **BIO-12** (more fully described above).

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?

There are no adopted habitat conservation plans, natural community conservation plans, or other approved plans that apply to the project sites. ***No impact*** would occur.

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3.7 Cultural Resources

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
V. CULTURAL RESOURCES.					
Would the project:					
a) Cause a substantial adverse change in the significance of a historical resource pursuant to California Code of Regulations (CCR) Section 15064.5?	☒	☐	☐	☐	☐
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to CCR Section 15064.5?	☒	☐	☐	☐	☐
c) Disturb any human remains, including remains interred outside of dedicated cemeteries?	☒	☐	☐	☐	☐

3.7.1 Environmental Setting

A *Historic Property Survey Report (HPSR) / Archaeological Survey Report (ASR)* (Area West Environmental, Inc. 2020a, 2020b) were prepared for each bridge project and a *Historic Resources Evaluation Report (HRER)* (Area West Environmental, Inc. 2020a) was prepared for Bridge #40C0038. Area of Potential Effect (APE) Maps (see **Figures 2-4** and **2-5**, above in **Chapter 2**) were prepared for each project and approved by Caltrans.

An HRER was requested and prepared for Caltrans and the County to re-evaluate the historical significance rating of Bridge #40C0038. The previous Caltrans statewide historic bridge inventory found the structure to be ineligible (Category 5) for listing in the National Register of Historic Places (NRHP). The conclusions of the recently prepared HRER (Area West Environmental, Inc. 2020a) for Bridge #40C0038 confirmed that the bridge is not considered eligible for either the NRHP or the California Register of Historic Resources (CRHR). Under the same statewide historic bridge inventory, Bridge #40C0039 is also considered ineligible for listing in the NRHP and a re-evaluation was not requested by Caltrans.

The HPSR/ASRs prepared for the proposed project included archival research and outreach to the Native American Heritage Commission (NAHC) and local Native American representatives and/or tribal contacts, as detailed below. A pedestrian survey of the project APEs (see **Figures 2-4** and **2-5**) was also performed by a qualified archaeologist in April 2018, with the survey results included in the documents.

The APE (or "project site", as referenced in other sections of this Initial Study) incorporates all areas subject to project-related impacts, including staging areas, traffic detour areas, and grading limits, as shown in **Figures 2-4** and **2-5** (see **Chapter 2**, above). The project sites include the existing bridge structures, the Maxwell Creek bed directly under the bridge deck (with portions extending (not more than 100 feet) both south and north of the bridge deck), and areas adjacent to the existing bridge abutments.

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Archival Search and Literature Review

As part of the background research for this project, a "records" or archival search at the Central California Information Center (CCIC) of the California Historical Resources Information System located at California State University, Stanislaus, in Turlock, California was conducted. Records consulted at the CCIC included the NRHP, the CRHR, the California Historic Landmarks list, topographic maps showing the locations of sites or surveys, and historic topographic maps. A 0.25-mile search radius was utilized.

The CCIC records search included one archived report within the 0.25-mile radius of the APE or project sites. The report is titled "The Historic Survey Project, Mariposa, California March 1, 1981 – April 30, 1982," for the Mariposa Town Planning Area. In total, the CCIC records search identified four historic resources located outside the APEs (but within 0.25 miles of the project sites), as summarized below in **Table 3-5**. No recorded prehistoric cultural resources have been identified within the project APEs. The full record search is included in the HPSR/ASR prepared for each bridge project.

Table 3-5. Previously Recorded Resources within 0.25 miles of the Project Sites

Site Name / Description	Proximity to APE
CA-MRP-1266H (P-22-000002) / the Coulterville and Yosemite Turnpike Route, a stage road constructed 187-1874 that runs east from Coulterville 48 miles to the western end of Yosemite Valley.	Outside APE
P-2-002005 / the Coulterville Business District. Listed on the National Register of Historic Places (#82002205) and as a California Historic Landmark (#332).	Outside APE
P-2-002144 / the Canova Barn in Coulterville.	Outside APE
P-22-002151 / the Fiske Ranch Site north of Coulterville.	Outside APE

Source: *HPSR /ASR for Bridge #40C0038 and Bridge #40C0039* (Area West Environmental, Inc. 2020a, 2020b)

Field Survey

On April 5, 2018, an archaeologist conducted an intensive pedestrian survey using 10-20 meter transects within the APE (see **Figures 2-4** and **2-5**). Ground visibility varied from good where vegetation was sparse to poor where vegetation was dense. All area around the direct construction of the bridge were intensively surveyed. All exposed soils were specifically examined for evidence of cultural resources. Field survey results are summarized below.

Dogtown Road Bridge #40C0038 Project Site. While no surface prehistoric cultural resources were located during the pedestrian survey, two historic resources were identified, consisting of sections of a linear rock wall and five rusted tin cans. The HPSR/ASR concluded that both of these resources are exempt from evaluation under Attachment 4 (Properties Exempt from Evaluation) of the Section 106 Programmatic Agreement between the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act. The sections of rock wall and tin cans within the APE have been documented and their information potential thereby preserved; they do not require additional study or preservation.

The existing Dogtown Road Bridge (#40C0038) is rated Category 5 (not eligible to the NRHP) on the Caltrans Historic Bridge Inventory for Local Agency Bridges dated July 2018. The conclusions of the recently prepared HRER (Area West Environmental, Inc. 2020a) for this bridge confirmed that the

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bridge is not considered eligible for either the NRHP or the CRHR. Consequently, the bridge does not require additional study or preservation and will be removed after the new bridge is completed.

Dogtown Road Bridge #40C0039 Project Site. During the pedestrian field survey of the APE, both prehistoric and historic resources were identified near Maxwell Creek approximately 50-75 feet south of the northwest end of the existing bridge. The prehistoric resources consist of two boulders, each possessing a slick surface, which may have been used for less intensive resource processing, such as lightly crushing manzanita berries for juice for smoothing hides. The historic resource consists of a rock wall starting in the same location as the boulders with slicks, and continuing westward for approximately 150 feet. Both the prehistoric boulders with slicks and the historic rock wall do not satisfy any of the four Criteria of Evaluation and would be ineligible for listing on either the National or State registers. These resources are also exempt from further evaluation pursuant to Attachment 4 of the Caltrans Section 106 Programmatic Agreement. The boulders and rock wall have been documented and their information potential thereby preserved; they do not require additional study or preservation.

The existing Dogtown Road Bridge (#40C0039) is rated Category 5 (not eligible to the NRHP) on the Caltrans Historic Bridge Inventory for Local Agency Bridges dated July 2018. Consequently, the bridge does not require additional study or preservation and will be removed after the new bridge is completed.

Native American Consultation

As part of the tribal consultation process with Native American groups and individuals, as per 36 CFR Part 800.3, the initiation of the Section 106 (of the National Historic Preservation Act) process, and Assembly Bill (AB) 52 under the provisions of CEQA, the Native American Heritage Commission (NAHC) was contacted and a list of Native American contacts was provided. The NAHC also reported that no recorded Sacred Land was within or adjacent to the project sites. Section 106 letters to the NAHC list of contacts were sent in March 2018. Follow-up voicemails and emails were sent to Native American Contacts on November 7, 2018. The North Fork Mono Tribe Chairman replied that the proposed project is outside of their territory. No other response was received by any of the Native American contacts. AB 52 consultation letters were sent in July 2020 as part of the CEQA process. **Table 3-6** provides a summary of Native American consultation activities to date.

Table 3-6. Native American Contact Efforts

Contact	Initial Contact Date	AB 52 Contact Date	Contact Method / Response
North Fork Mono Tribe Ron Goode, Chairperson	March 26, 2018	July 30, 2020	Letters for both 2018 and 2020 contacts. Follow-up email/vm: November 7, 2018. North Fork Tribe responded that the projects are outside their jurisdiction.
North Fork Rancheria of Mono Indians of California Guy Walker, Chairperson	March 26, 2018	July 30, 2020	Letters for both 2018 and 2020 contacts. Follow-up email/vm: November 7, 2018. No response to date.
Southern Sierra Miwuk Nation Lois Martin, Chairperson	March 26, 2018	July 30, 2020	Letters for both 2018 and 2020 contacts. Follow-up email/vm: November 7, 2018. No response to date.
Tuolumne Band of Me-Wuk Indians Kevin Day, Chairperson	N/A	July 30, 2020	Letter for 2020 contact. No response to date.

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Consultation with Other Interested Parties

The Mariposa Museum & History Center was contacted prior to the preparation of this report, during which time a message was left. During a subsequent call to the museum, on July 17, 2018, Area West Environmental was referred to the Northern Mariposa County History Center, where a message was left in July and a letter about the proposed project was mailed on November 5, 2018, and no response was received. Subsequently, a letter was sent via US Mail to the Mariposa Museum and History Center and California State Mining and Mineral Museum on January 9, 2019. The letter was re-sent via email to both organizations on March 4, 2019, and was also emailed to the Northern Mariposa County History Center in Coulterville on March 11, 2019. No responses were received.

3.7.2 Discussion

a) Cause a substantial adverse change in the significance of a historical resource pursuant to in California Code of Regulations Section 15064.5?

Under CEQA, public agencies must consider the effects of their actions on "historical resources." CEQA defines an "historical resource" as any resource listed in or determined to be eligible for listing in the CRHR. The CRHR includes resources listed in or formally determined eligible for listing in the NRHP, as well as some California Historical Landmarks and Points of Historical Interest. Properties of local significance that have been designated under a local preservation ordinance (local landmarks or landmark districts) or that have been identified in a local historical resources inventory may be eligible for listing in the CRHR and are presumed to be significant resources for purposes of CEQA unless a preponderance of evidence indicates otherwise (California PRC Section 5024.1, 14 CCR Section 4850). The eligibility criteria for listing in the CRHR are similar to those for NRHP listing but focus on importance of the resources to California history and heritage. A cultural resource may be eligible for listing on the CRHR if it:

1. is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage;

2. is associated with the lives of persons important in our past;

3. embodies the distinctive characteristics of a type, period, region, or method of construction or represents the work of an important creative individual or possesses high artistic values; or

4. has yielded, or may be likely to yield, information important in prehistory or history.

In addition to meeting one or more of the above criteria, resources eligible for listing in the CRHR must retain enough of their historic character or appearance to be recognizable as historical resources and to convey the reasons for their significance. Integrity is evaluated with regard to the retention of location, design, setting, materials, workmanship, feeling, and association resources (CCR, CRHR, Title 14, Chapter 11.5, Section 4852(c)).

As described above, historic resources (rock walls and tin cans) are located within the APEs for each bridge project. However, these resources do not satisfy any of the four Criteria of Evaluation (for listing) and would be ineligible for listing on either the National or State registers. These resources are also exempt from further evaluation pursuant to Attachment 4 of

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the Caltrans Section 106 Programmatic Agreement. While these resources are considered exempt, the APEs are considered moderately sensitive for historic resources, given the history of placer mining in the region.

Construction of the proposed project would require ground disturbing work during existing bridge removal, traffic detour, bridge abutment installation, grading, and RSP placement. During construction, the possibility remains that a previously undiscovered historic resource meeting NRHR or CRHR significance criteria may be discovered during project-related ground-disturbing activities. If these actions were to occur, then it would result in a ***potentially significant*** impact**.** Implementation of standard inadvertent discovery procedures (identified in **Mitigation Measures CUL-1**) would reduce this ***potentially significant*** impact to any previously undiscovered subsurface historic resources (including tribal resources) to a ***less-than-significant*** level. Consequently, this impact is ***less-than-significant*** with incorporation of **Mitigation Measures CUL-1**.

Mitigation Measure CUL-1: Discovery of Cultural Resources during Ground-Disturbing Activities

To minimize the potential for significant impacts to undiscovered historical resources and unique archaeological resources during project-related ground-disturbing activities, the County and the construction contractor(s) shall implement the following:

If a potentially significant historical or archaeological resource is encountered during subsurface construction activities (e.g., trenching, grading), all construction activities within a 50-foot radius of the identified potential resource shall cease until a qualified archaeologist evaluates the item for its significance and records the item on the appropriate State Department of Parks and Recreation forms. The archaeologist shall determine whether the item requires further study. If, after the qualified archaeologist conducts appropriate technical analyses, the item is determined to be significant under CEQA, the archaeologist shall recommend feasible mitigation measures, which may include avoidance, preservation in place or other appropriate measure, as outlined in Public Resources Code section 21083.2. Upon the County's approval of the recommended mitigation measures, the project proponent shall implement said measures. The County shall fund the costs of the qualified archaeologist and required analysis and shall include this mitigation measure in every construction contract to inform contractors of this requirement.

Timing: During construction.

Responsibility: County of Mariposa / Construction Contractor.

b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to California Code of Regulations Section 15064.5?

The State CEQA Guidelines require consideration of unique archaeological resources (CCR Section 15064.5). As used in California PRC Section 21083.2, the term "unique archaeological resource" refers to an archaeological artifact, object, or site about which it can be clearly demonstrated that, without merely adding to the current body of knowledge, there is a high probability that it meets any of the following criteria:

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- contains information needed to answer important scientific research questions and that there is a demonstrable public interest in that information,
- has a special and particular quality such as being the oldest of its type or the best available example of its type, or
- is directly associated with a scientifically recognized important prehistoric or historic event or person.

While implementation of the proposed project will result in the construction of a new bridge within the same alignment as the existing bridge, construction activities (including excavations and grading) could potentially damage or destroy any displaced artifacts within the study area boundaries from surrounding archaeological resources. If this were to occur, then it would result in a ***potentially significant*** impact**.** Implementation of resource avoidance and standard inadvertent discovery procedures (identified in **Mitigation Measures CUL-1**, see above) would reduce this ***potentially significant*** impact to any previously undiscovered subsurface archaeological resources to a ***less-than-significant*** level. Consequently, this impact is ***less-than-significant*** with incorporation of **Mitigation Measures CUL-1**.

c) Disturb any human remains, including remains interred outside of dedicated cemeteries?

No human remains have been identified or discovered in the study area (or surrounding area) and it is not anticipated that human remains, including those interred outside of dedicated cemeteries, would be discovered during ground disturbance activities resulting from the proposed project. However, should human remains, including those interred outside of formal cemeteries and including associated items and materials, be discovered during subsurface activities, the human remains and associated items and materials could be inadvertently damaged resulting in a ***potentially significant*** impact. However, implementation of resource discovery and avoidance measures consistent with the California Health and Safety Code and California PRC Section 5024.1, 14 CCR Section 4850 (as described in **Mitigation Measure CUL-2**) would reduce this ***potentially significant*** impact to a ***less-than-significant*** level. Consequently, this impact is ***less-than-significant*** with incorporation of **Mitigation Measures CUL-2**.

Mitigation Measure CUL-2: Accidental Finding of Human Remains

1. If human remains are found, the California Health and Safety Code requires that excavation be halted in the immediate area and that the Mariposa County Coroner be notified to determine the nature of the remains. The Coroner is required to examine all discoveries of human remains within 48 hours of receiving notice of a discovery on private of State lands (California Health and Safety Code, Section 7050.5[b]). If the Coroner determines that the remains are those of a Native American, he or she must contact the Native American Heritage Commission (NAHC) by telephone within 24 hours of making that determination (California Health and Safety Code, Section 7050.5[c]).

2. Once notified by the Coroner, the NAHC shall identify the person it believes it the Most Likely Descendant (MLD) of the Native American remains. With permission of the legal landowner(s), the MLD may visit the site and make recommendations regarding the

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treatment and disposition of the human remains and any associated grave goods. This visit should be conducted with 24 hours of the MLD's notification by the NAHC (California Public Resources Code [PRC], Section 5097.98[a]). If a satisfactory agreement for treatment of the remains cannot be reached, any of the parties may request mediation by the NAHC (California PRC, Section 5097.94[k]). Should mediation fail, the landowner or landowner's representative must reinter the remains and associated items with appropriate dignity on the property in a location not subject to further subsurface disturbance (California PRC, Section 5097.98[b]).

Timing: During construction.

Responsibility: County of Mariposa / Construction Contractor.

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3.8 Energy

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
VI. ENERGY.					
Would the project:					
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	☐	☐	☒	☐	☐
b) Conflict with or obstruct a State or local plan for renewable energy or energy efficiency?	☐	☐	☐	☒	☐

3.8.1 Environmental Setting

This section provides an evaluation of existing energy production/consumption conditions, as well as potential energy use and related impacts from the proposed project. The following discussion is consistent with and fulfills the intent of Appendix F (Energy Conservation) and Appendix G (Environmental Checklist Form) of the State CEQA Guidelines.

California Energy Overview

California's major sources of energy are petroleum products (i.e., gasoline, diesel, and oil), electricity, and natural gas.

Electricity. California's electricity needs are satisfied by a variety of entities, including investor-owned utilities, publicly owned utilities, electric service providers and community choice aggregators. In 2018, the California power mix totaled 285,488 gigawatt hours (GWh), and in-state generation accounted for 194,842 GWh, or 68 percent, of the state's power mix. The remaining electricity came from out-of-state imports (California Energy Commission 2018).

Natural Gas. Nearly 45 percent of the natural gas burned in California is currently used for electricity generation. Much of the remainder was consumed in the residential (21 percent), industrial (25 percent), and commercial (9 percent) sectors for uses such as cooking, space heating, and as an alternative transportation fuel. California continues to depend upon out-of-state imports for nearly 90 percent of its natural gas supply (California Energy Commission 2020a).

Transportation Fuels. Transportation accounts for a major portion of California's energy budget. Automobiles and trucks consume gasoline and diesel fuel, which are nonrenewable energy products derived from crude oil. Gasoline is the most used transportation fuel in California, with 97 percent of all gasoline being consumed by light-duty cars, pickup trucks, and sport utility vehicles. In 2015, 15.1 billion gallons of gasoline were sold in California (California Energy Commission 2020b). Diesel fuel is the second most consumed fuel in California, used by heavy-duty trucks, delivery vehicles, buses, trains, ships, boats, and farm and construction equipment. In 2015, 4.2 billion gallons of diesel were sold in California (California Energy Commission 2020b)

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3.8.2 Discussion

a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

Implementation of the proposed project would require the temporary use of energy resources for removal and construction of the bridge replacement projects over a 6 month construction period. This energy use would primarily be in the form of petroleum products and electricity used to operate construction equipment and consumed during vehicle trips associated with material delivery/debris hauling and commuting workers. Indirect energy use would also occur and include the extraction, production, and transportation of goods and materials needed for construction. While construction activities would result in the temporary consumption of energy resources in the form of vehicle and equipment fuels (gasoline and diesel fuel) and electricity/natural gas (directly or indirectly), such consumption would be incidental and temporary and would not result in wasteful, inefficient, or unnecessary consumption of energy resources. Consequently, this impact is ***less-than-significant***, with no additional mitigation measures required.

Implementation of the proposed project would require the use of minimal energy resources for operation and maintenance of the bridge and sewer line components. Maintenance of these structures would require minimal energy use, similar to existing County infrastructure maintenance activities. These activities would occur on an annual, or as-needed, basis. Additionally, the proposed project does not involve constructing buildings for human inhabitation, therefore no energy efficiency policies apply. For these reasons, energy impacts during proposed project maintenance and operation would be ***less-than-significant***, with no mitigation measures required, as they are considered part of existing agency operations and would not require additional sources of energy to implement.

b) Conflict with or obstruct a State or local plan for renewable energy or energy efficiency?

The proposed bridge replacement project would not conflict with or obstruct a plan for renewable energy or energy efficiency. Consequently, ***no impact*** would occur.

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3.9 Geology and Soils

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
VII. GEOLOGY AND SOILS.					
Would the project:					
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 California Geological Survey Special Publication 42.)	☐	☐	☐	☒	☐
ii) Strong seismic ground shaking?	☐	☐	☒	☐	☐
iii) Seismic-related ground failure, including liquefaction?	☐	☐	☐	☒	☐
iv) Landslides?	☐	☐	☒	☐	☐
b) Result in substantial soil erosion or the loss of topsoil?	☐	☒	☐	☐	☐
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?	☐	☐	☐	☒	☐
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994, as updated),), creating substantial direct or indirect risks to life or property?	☐	☐	☒	☐	☐
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?	☐	☐	☐	☒	☐
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☒	☐	☐	☐

3.9.1 Environmental Setting

The Conservation and Open Space Element (Technical Background Report) of the Mariposa County General Plan describes the geologic resources that occur within the County.

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Seismicity and Ground Shaking Potential

As part of Mariposa County's location on the western slopes of the central Sierra Nevada Mountains, the Foothills Fault System traverses the County. This fault system has a total length of more than 200 miles, located primarily along the western front of the Sierra Nevada foothills and consists of two major parallel fault and fracture zones that trend northwest-southeast across Mariposa County: the Bear Mountains Fault Zone and the Melones Fault Zone. The Bear Mountains Fault Zone crosses the north Mariposa County line at Highway 132 near the northwest corner of Lake McClure. It trends south-southeast through the main pool of the lake near New Exchequer Dam, but appears not to continue more than a few miles to the southeast beyond the lake. The Melones Fault Zone also trends southeast across the County closely following Highway 49 from the area of Jamestown through Bear Valley to the town of Mariposa. Both fault zones are not considered to be active and are therefore not recognized as Alquist-Priolo zones by the State of California.

The probability of earthquake occurrence on the Foothills Fault System is considered low and the fault zone is classified as a "C" Zone under the Universal Building Code. Historically, few earthquakes are known to have originated in Mariposa County, and these have been relatively minor. Only two are known; one occurred in 1954 and the second in 1974. Both caused only minor damage. The historic earthquake occurrences indicate that the area could experience rare earthquakes with magnitudes of up to 6.5 in the future.

Soils and Elevation

The project site lies with the Sierra Nevada Geomorphic Province of California, which is bounded by the California Great Valley to the west and the Basin and Range to the east. Project site elevations range from 1,980 to 2,015 feet amsl for Bridge #40C0038 and slightly lower (1,750 to 1,870 feet amsl) for Bridge #40C0039. The native geology at each project site consists of the soil map units presented in **Table 3-7**.

Table 3-7. Soil Types within the Project Sites

Soil Series Symbol and Name	Parent Material	Depth to Restrictive Layer (inches)	Bridge Site
AhD. Auburn loam, 2 to 15 percent slope	Amphibolite schist	8 to 20 inches to lithic bedrock	Bridge #40C0038
AnE. Auburn very rocky loam, 15 to 30 percent slope	Amphibolite schist	8 to 20 inches to lithic bedrock	Bridge #40C0039
BdD. Blasingame loam, 2 to 15 percent slope	Metabasic, weathered residuum from metamorphic rock and/or from basic igneous rock	24 to 40 inches to paralithic bedrock	Bridge #40C0038
BrF2. Boomer cobbly loam, 15 to 50 percent slope	Residuum weathered from metavolcanics	40 to 49 inches to paralithic bedrock; 47 to 49 inches to lithic bedrock	Bridge #40C0038 Bridge #40C0039
BrG2. Boomer cobbly loam, 50 to 75 percent slope	Residuum weathered from metavolcanics	About 49 inches to lithic bedrock; 40 to 60 inches to paralithic bedrock	Bridge #40C0039
Rb. Riverwash and Tailings	Mixed alluvium	None specified	Bridge #40C0038 Bridge #40C0039

Source: NRCS 2018

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3.9.2 Discussion

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 California Geological Survey Special Publication 42.)

As more fully described above in the "Environmental Setting", both the Bear Mountains Fault Zone and the Melones Fault Zone are not considered active and are therefore not recognized as Alquist-Priolo zones by the State of California. According to the Alquist-Priolo Earthquake Fault Zoning Map, the project sites are not located within or near an Alquist-Priolo Earthquake Fault Zone. Implementation of the proposed project would adhere to construction recommendations in the Caltrans Design Manual and the current design parameters of the Structural Engineers of California Uniform Building Code. Therefore, the proposed project would not expose people or structures to potential substantial adverse effects involving the rupture of a known earthquake fault. ***No impact*** would occur.

ii) Strong seismic ground shaking?

As more fully described above in the "Environmental Setting", both the Bear Mountains Fault Zone and the Melones Fault Zone (Foothills Fault System) are not considered active, with the probability of earthquake occurrence on the Foothills Fault System considered low. Implementation of the proposed project would be constructed consistent with the requirements of the Caltrans Seismic Design Criteria, Caltrans Bridge Design Specification, and Structural Engineers of California Uniform Building Code, and the projects would withstand any potential seismic events. Therefore, the project would not expose people or structures to potential substantial adverse effects related to seismic shaking. Impacts would be ***less than significant***, with no additional mitigation measures required.

iii) Seismic-related ground failure, including liquefaction?

As more fully described above in the "Environmental Setting", both the Bear Mountains Fault Zone and the Melones Fault Zone (Foothills Fault System) are not considered active and the project sites are not located within areas susceptible to strong ground shaking, which can contribute to liquefaction. The project area is not considered to be at risk from liquefaction hazards. The Caltrans Bridge Design Specifications require an assessment of the potential for liquefaction prior to selecting foundation type to ensure that the foundation would provide adequate support. Therefore, the proposed project would not expose people or structures to potential substantial adverse effects related to liquefaction. ***No impact*** would occur.

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iv) Landslides?

As more fully described above in the "Environmental Setting", both the Bear Mountains Fault Zone and the Melones Fault Zone (Foothills Fault System) are not considered active and the project sites are not considered to be at risk from landslides as a result of active faulting. Areas with steep slopes occur along the roadway shoulders of both bridges; however, construction activities would be conducted in accordance with the County's grading regulations, and water quality/erosion BMPs would be implemented to minimize the potential for landslides associated with soil erosion. Therefore, the project would not expose people or structures to potential substantial adverse effects related to landslides. Impacts would be ***less than significant***, with no additional mitigation measures required.

b) Result in substantial soil erosion or the loss of topsoil?

Construction activities associated with the project would involve grading and excavation activities within the project sites. These activities could expose barren soils to sources of wind or water, resulting in the potential for erosion and sedimentation on and off the project sites. The County plans to complete construction in the dry season, such that any surfaces disturbed during construction would be paved or re-vegetated before the raining season, keeping the potential for erosion low. Furthermore, the County would ensure the construction contractor employ the appropriate erosion control BMPs to minimize the potential for offsite erosion and sedimentation in accordance with the construction specifications and with the National Pollutant Discharge Elimination Discharge (NPDES) General Permit for Storm Water Discharges associated with construction activity. Implementation of the erosion prevention measures/water quality best management practices provided under **Mitigation Measure BIO-5** and the vegetation habitat re-planting requirements provided under M**itigation Measure BIO-4** (more fully described in **Section 3.6** "**Biological Resources**") would serve to further minimize the proposed project's impacts to soil loss and substantial soil erosion. Consequently, this impact is ***less-than-significant*** 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?

The project sites are 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 and the current design parameters of the Structural Engineers of California Uniform Building Code as to prevent construction on unstable soils. ***No impact*** would occur.

d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994, as updated), creating substantial direct or indirect risks to life or property?

The Caltrans Bridge Design Specifications require an assessment of the potential for soil swelling prior to selecting foundation type to ensure that the foundation would provide adequate support. Furthermore, the project would adhere to construction recommendation in the Caltrans Design manual and the current design parameters of the Structural Engineers of California

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Uniform Building Code to reduce any expansive soil risks. Impacts related to expansive soils would be ***less than significant***, with no additional mitigation measures required.

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?

Portable toilets would be used for construction workers. The proposed project would not require or include the construction of wastewater disposal systems of any kind. Thus, there would be ***no impact*** related to the ability of project site soils to support the use of septic systems.

f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

None of the previous analyses of the area have identified the project sites as sensitive for paleontological resources or other geologically sensitive resources, nor have testing or ground disturbing activities performed to date uncovered any paleontological resources or geologically sensitive resources. While the likelihood encountering paleontological resources and other geologically sensitive resources is considered low, project-related ground disturbing activities could affect the integrity of a previously unknown paleontological or other geologically sensitive resource, resulting in a ***potentially significant*** impact. However, implementation of resource discovery and avoidance measures consistent with Public Resources Code Section 21083.2 (as described in **Mitigation Measure GEO-1**) would reduce this potentially significant impact to a ***less-than-significant*** level. Consequently, this impact is ***less-than-significant*** with incorporation of **Mitigation Measures GEO-1**.

Mitigation Measure GEO-1: Avoid and Minimize Impacts to Paleontological Resources

In the event a paleontological or other geologically sensitive resources (such as fossils or fossil formations) are identified during any phase of project development, all excavations within 100 feet of the find shall be temporarily halted until the find is examined by a qualified paleontologist, in accordance with Society of Vertebrate Paleontology standards. The paleontologist shall notify the appropriate representative at Mariposa County who shall coordinate with the paleontologist as to any necessary investigation of the find. If the find is determined to be significant under CEQA, the County shall implement those measures which may include avoidance, preservation in place, or other appropriate measures, as outlined in Public Resources Code Section 21083.2.

Timing: During construction.

Responsibility: County of Mariposa / Construction Contractor.

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3.10 Greenhouse Gas Emissions

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
VIII. GREENHOUSE GAS EMISSIONS.					
Would the project:					
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒	☐	☐
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☒	☐	☐

3.10.1 Environmental Setting

Greenhouse gases (GHGs) are global pollutants, unlike criteria air pollutants and toxic air contaminants. Global climate change can result in increased temperatures; changes in snow and rainfall patterns; and an increase in droughts, tropical storms, and heavy rain events. Listed below are the most prominent GHGs that have been identified as contributing to global climate change:

- Carbon dioxide (CO2)
- Methane (CH4)
- Nitrous oxide (N2O)
- Hydrofluorocarbons (HFCs)
- Perfluorocarbons (PFCs)
- Sulfur hexafluoride (SF6)

The State of California adopted the Global Warming Solutions Act of 2006 (Assembly Bill [AB] 32) on September 27, 2006, to address the threat of global warming caused by the increase in GHG emissions. AB 32 requires a reduction of carbon emissions to 1990 levels by the year 2020. The 1990 emissions were estimated at 427 million metric tons CO2 equivalent.

In December 2008, the California Air Resources Board (CARB) approved the AB 32 Scoping Plan outlining the state's strategy to achieve the 2020 GHG emissions limit. The Scoping Plan estimated a reduction of 174 million metric tons CO2e from the transportation, energy, agriculture, forestry, and high climate-change-potential sectors, and proposed a comprehensive set of actions designed to reduce overall GHG emissions in California, improve the environment, reduce dependence on oil, diversify California's energy sources, save energy, create new jobs, and enhance public health. The Scoping Plan must be updated every 5 years to evaluate the mix of AB 32 policies to ensure that California is on track to achieve the 2020 GHG reduction goal.

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In response to the 2030 GHG reduction target stipulated in Executive Order B-30-15 (see discussion below), CARB released the 2017 Climate Change Scoping Plan Update in January 2017 (CARB 2017).

The 2017 Climate Change Scoping Plan Update sets the groundwork to reach California's long-term climate goals set forth in Executive Orders S-3-05 and B-16-2012 (the latter of these ordered State agencies to facilitate the rapid commercialization of zero-emission vehicles, setting a target for the number of them on California roads and also set a goal for reduction of emissions from the transportation sector). The Climate Change Scoping Plan Update highlights California's progress toward meeting the near-term 2020 GHG emission reduction goals defined in the initial Scoping Plan. SB 350 was passed in 2015 that requires 40 percent of California electricity sold to retail customers be generated by renewable resources by the end of 2024, 45 percent by 2027, and ultimately 50 percent by 2030.

3.10.2 Discussion

a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

Project construction-related activities would generate a variety of greenhouse gases, such as carbon dioxide (CO2), methane (CH4), and nitrogen dioxide (N2O) from the exhaust of equipment and the exhaust of vehicles for employees, visitors, and construction hauling trips. The project would also result in the short-term generation of aerosols from diesel particulate matter exhaust. Aerosols are short-lived greenhouse gases, as they remain in the atmosphere for approximately one week. The project would emit nitrogen oxides (NOx) and reactive organic gases (ROG), which are ozone precursors. Ozone is a greenhouse gas. However, unlike the other greenhouse gases, ozone in the troposphere is relatively short-lived and is being reduced in the troposphere daily. Overall, these emissions are considered temporary or short-term.

Construction GHG emissions are generated by vehicle engine exhaust from construction equipment, on-road hauling trucks, vendor trips, and worker commuting trips. These emissions would be temporary and would not result in a significant source of GHG. The PES prepared for the project by Caltrans, dated March 2013, found the project exempt from additional analysis. Additionally, the proposed project would accommodate existing traffic and would not result in new sources of GHG emissions. ***No impact*** would occur.

b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

The proposed project would result in less than significant GHG emissions during construction and no increased emissions during operation. Because the project is not creating a new source of long-term emissions, the project would not conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing GHG emissions. Therefore, this impact would be ***less than significant***, with no additional mitigation measures required.

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3.11 Hazards and Hazardous Materials

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
IX. HAZARDS AND HAZARDOUS MATERIALS.					
Would the project:					
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☒	☐	☐
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?	☐	☐	☒	☐	☐
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☐	☒	☐
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?	☐	☐	☐	☒	☐
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?	☐	☐	☐	☒	☐
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐	☐
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	☐	☒	☐	☐	☐

3.11.1 Environmental Setting

All project-related construction activities would include the use of equipment that would use fuels, oil and lubricants, and cleaning solvents. Petroleum products, such as gasoline, diesel fuel, oil, lubricants, and cleaning solvents would be used to fuel and maintain construction vehicles and equipment for construction of all project elements (including traffic detour, bridge removal, and new bridge construction). The routine use or reasonably foreseeable upset and accident conditions for the various hazardous materials that would be used during construction and demolition activities could result in

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inadvertent releases of small quantities of hazardous materials, which could adversely affect construction workers or the environment.

Construction and demolition activities are required to comply with numerous hazardous materials and stormwater regulations designed to ensure that hazardous materials are transported, used, stored, and disposed of in a safe manner to protect worker safety, to reduce the potential for a release of construction-related fuels or other hazardous materials to affect stormwater and downstream receiving water bodies, and to respond to accidental spills, if any. State and federal regulations such as the Resource Conservation and Recovery Act of 1976, Toxic Substances Control Act of 1976, Hazardous and Solid Waste Act of 1984, and the Hazardous Materials Release Response Plans and Inventory Act require measures for the safe transportation, storage, handling, and disposal of hazardous materials used for construction, including implementation of a Hazardous Materials Business Plan, use of appropriate containers, and secondary containment to contain a potential release. As described in **Section 3.6** "**Biological Resources"** and **Section 3.12** "**Hydrology and Water Quality"**, construction contractors would be required to implement erosion control and construction waste containment measures to address construction related habitat and water quality impacts. Construction waste containment measures would include listing the hazardous materials (including petroleum products) proposed for use during construction and demolition, and describe spill prevention measures, equipment inspections, equipment and fuel storage, and protocols for responding immediately to spills.

3.11.2 Discussion

a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

Hazardous materials present during project construction may include gasoline, diesel fuel, hydraulic oils, equipment coolants, and any generated wastes that may include these materials. Fueling of equipment and vehicle would be performed on-site. Construction equipment and vehicles would use a minimal amount of hazardous materials. Gasoline and diesel fuel would be stored in small quantities at the staging yards during construction. Although very few individuals live and work in the area, a hazard to the public or the environment could occur through the transport and use of gasoline and diesel fuel on the project site. Spill response and control would be addressed as part of the construction waste containment measures under **Mitigation Measure BIO-5**, **Section 3.6** "**Biological Resources**". Compliance with the spill control and response measures would reduce the risk to the public and environment from transport and use of hazardous materials. The impact to the public or the environment from use, disposal, or transport of hazardous materials during construction would be ***less-than-significant,*** with no additional mitigation measures required.

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?

As previously described, small amounts of hazardous material such as petroleum hydrocarbon-based fuels and lubricant would be present as part of the construction activities, and there is the potential for the presence of hazardous materials during the demolition of the existing bridge and construction of the replacement bridge. The potential exists that the proposed project could create a hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment. Use of

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such materials would be required to comply with all applicable local, state, and federal standards associated with the handling and storage of hazardous material, including Caltrans specifications and California Code of Regulations Title 8, 1532. These specifications include spill prevention and cleanup measures applicable to hazardous waste. With the implementation of BMPs, impacts would be ***less than significant***, with no additional mitigation measures required.

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 existing or proposed school is within 0.25 mile of the project sites. The schools located nearest to the project sites are the Greeley Hill Elementary School and the Coulterville High School (10326 Fiske Road, Coulterville, CA) located over 3 miles northeast of the project sites. ***No impact*** would occur.

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?

A review of county, state, and federal databases listing hazardous material sites (including the State of California's EnviroStor database, 2020) determined that the project site is not located on a site included on a list of hazardous materials sites. The project would result in no impacts associated with emissions from hazardous materials sites. Consequently, ***no impact*** would occur.

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?

The Mariposa-Yosemite Airport, located at 5020 Macready Way, Mariposa, CA is the nearest airport to the project sites and is located 20 miles from the project site. The project sites are not located within an airport land use plan. The proposed project would have no impacts associated with airport hazards. Consequently, ***no impact*** would occur.

f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

While not considered a high-volume roadway (current ADT at 120 vehicles), the project will require a short-term roadway detour at the Dogtown Road bridge sites during replacement of the existing bridge structures (and associated roadway approach work) to ensure construction is completed efficiently and with as short a construction period as possible. Implementation of the proposed project is considered to have a beneficial effect to local emergency response efforts as it will address the existing bridges narrow width which have contributed to difficulties in evacuating the area during past fire events. To minimize traveler delays and ensure residential circulation and access along Dogtown Road, during the construction period, the County will implement a traffic detour route and the circulation measures included under **Mitigation Measure TC-1** (see **Section 3.19** "**Transportation**") would minimize short-term construction-related roadway/access conflicts resulting from the project. Consequently, this impact is ***less-than-significant***, with no further mitigation required.

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g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?

Heavy equipment used during project construction has the potential to start a fire on surrounding open space areas near the project site. Vegetation removal activities resulting from the project will help to reduce the potential of wildland fires by providing a clearing, reducing fire fuels and removing fire sustaining litter. In addition, during construction, spark arrestors or turbo chargers (which eliminate sparks in exhaust) and fire extinguishers would be required for all heavy equipment pursuant to **Mitigation Measure HAZ-1** that would serve to further minimize wild land fire impacts. Consequently, this impact is ***less-than-significant*** with mitigation incorporated.

Mitigation Measure HAZ-1: Implement BMPs for Wildland Fire Prevention

The County shall ensure that the construction contractor will clear dried vegetation or other materials that could serve as fuel for combustion from construction or building areas. To the extent feasible, the contractor shall keep these areas clear of combustible materials to maintain a firebreak. Construction contractors shall ensure that any construction equipment that normally includes a spark arrester shall be equipped with an arrester in good working order. This includes, but is not limited to, vehicles, heavy equipment, and chainsaws.

Timing: During construction.

Responsibility: County of Mariposa / Construction Contractor.

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3.12 Hydrology and Water Quality

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
X. HYDROLOGY AND WATER QUALITY.					
Would the project:					
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	☐	☒	☐	☐	☐
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☐	☒	☐
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;	☐	☐	☒	☐	☐
ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;	☐	☐	☒	☐	☐
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	☐	☐	☒	☐	☐
iv) impede or redirect flood flows?	☐	☐	☒	☐	☐
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☐	☒	☐
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☒	☐	☐

3.12.1 Environmental Setting

A *Water Quality Assessment Report (WQAR)* (Area West Environmental, Inc. 2020a, 2020b) and a *Location Hydraulic Study Report* (WRECO 2018a, 2018b) were prepared for each bridge project. The purpose of the reports are to provide information, to the extent possible, to address water quality and flood-related impacts and has been incorporated into the analysis below.

Climate and Precipitation

The region, in which the project sites are located, is characterized by hot dry summers and wet winters. Climate details in the study area are based on historical data collected by the Western Regional Climate

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Center monitoring station at Sonora, located approximately 20 miles northeast of the project sites. The warmest month, on average, is July with an average high temperature in July of 94.4 °F. The coolest month on average is January, with an average low of 33.3 °F. Average annual rainfall is 31.91 inches, mostly occurring from October through May. Additionally, the average length of the growing season (i.e., number of "frost-free" days) for the area is 311 days.

Local and Regional Hydrology

The proposed project lies within the Upper Merced Subbasin, part of the San Joaquin Basin, which is comprised of the San Joaquin Valley north of the San Joaquin River (Watershed Boundary Dataset 2018). The project sites are located in the Maxwell Creek-Merced River watershed, and the Maxwell Creek subwatershed (see **Figure 3-6**; USGS Hydrologic Unit Code [HUC] 180400080602). Surface waters from the San Joaquin Basin drain into the San Joaquin River and into the Pacific Ocean via Suisun and San Francisco Bay (Central Valley RWQCB 2016).

Maxwell Creek originates approximately 6 miles southeast, upstream from the project sites at Buckhorn Peak. Maxwell Creek is an intermittent stream that is fed almost entirely by rainfall, which generally flows from November to July, depending on the water year. During rainfall years when Maxwell Creek does not flow, the creek likely retains water in pools during the summer and fall months.

Maxwell Creek proceeds downstream from the project sites approximately 2.7 miles, where it flows into a dammed pond located on private property. From the pond, the creek continues for approximately 4.1 miles, before draining into Lake McClure.

Lake McClure is a reservoir used for agricultural irrigation use in northern Merced County, managed by the Merced Irrigation District. Lake McClure is a multi-use area used for fishing, boating, swimming, and camping, and has a hydroelectric plant at the base of the dam. Lake McClure extends for approximately 12.3 miles, and then drains into the Merced River. The Merced River drains into the San Joaquin River approximately 60.4 miles downstream. The San Joaquin River flows north approximately 40.7 miles before the confluence with the portion of the San Joaquin River designated as a Traditional Navigable Water.

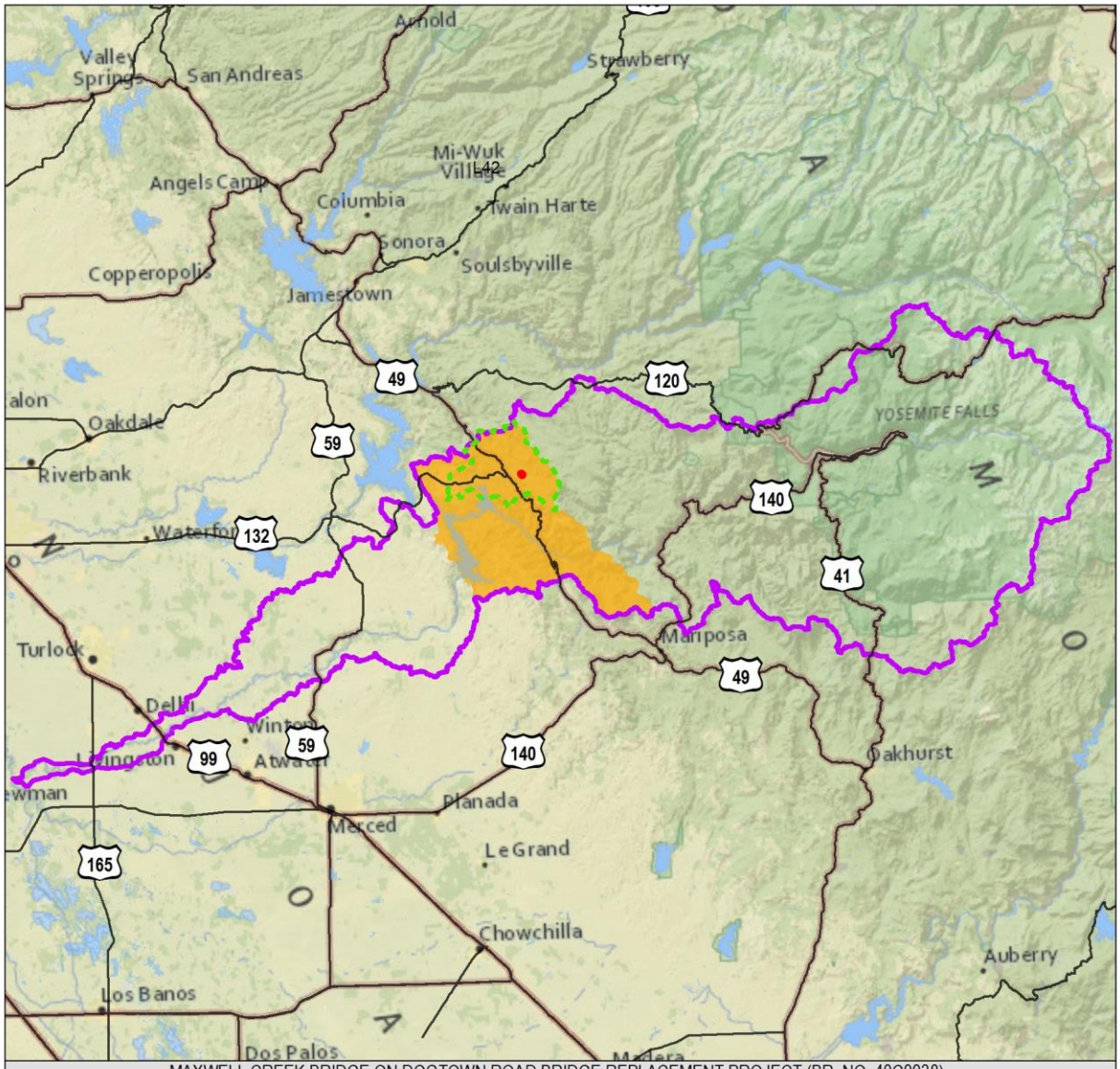
The proposed project is within the boundary of the 100-year floodplain for Maxwell Creek as indicated by the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map. The boundary of a 100-year floodplain is used to demarcate flood hazards and indicates the geographic area having a one percent chance of being flooded in any given year.

Water Quality Conditions

Water quality conditions within Maxwell Creek are primarily dependent upon upstream precipitation and with no known sources of pollution upstream of the project sites; waters within the project sites are not listed on the Clean Water Act (CWA) Section 303(d) list of impaired waters (Central Valley RWQCB 2016). While Maxwell Creek is not under a Total Maximum Daily Load (TMDL) requirement, as regulated under the CWA, water eventually flows into Lake McClure which has a TMDL for mercury. Downstream from Lake McClure, both the Merced and San Joaquin Rivers have a number of TMDLs that include group A pesticides, water temperature, mercury, as well as toxicity (Central Valley RWQCB 2016).

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Figure 3-6. Hydrologic Unit Watershed Map



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Groundwater Hydrology

The project sites are not located within any designated groundwater basin or subbasin. However, the project sites are located in the Sierra Nevada foothills northeast of the San Joaquin Valley Turlock and San Joaquin Valley Merced groundwater subbasins, which are part of the San Joaquin Valley Groundwater Basin (California Department of Water Resources 2016).

Regulatory Framework Relating to Hydrology and Water Quality

Water quality is regulated according to the provisions of the CWA and the California Porter-Cologne Water Quality Control Act. California's State Water Resources Control Board (SWRCB) and RWQCB implement the discharge permitting provisions of the Clean Water Act based on water quality criteria and guidelines. The Porter-Cologne Water Quality Control Act has also established enforceable water quality objective to protect aquatic life from adverse impacts from various water quality constituents.

The USACE regulates discharged or fills into waters of the United States under Section 404 of the CWA via the Nationwide Permit. The USACE would also determine whether a particular aquatic feature is considered Waters of the U.S. and whether it is subject to regulation under Section 404. Discharge or fill into Waters of the U.S. from construction activities must be in accordance with NPDES program established in Section 402 of the CWA. NPDES permits establish enforceable discharge limitations, monitoring and reporting requirements, and require the permittee to perform BMPs.

Section 401 of the CWA specifies that any applicant for a federal license or permit to conduct any activity, including but not limited to the construction or operation of facilities that may result in any discharge into navigable waters, shall provide the federal licensing or permitting agency with a certification from the State in which the discharge originates or will originate from the State agency with jurisdiction over those waters that the proposed project will comply with water quality standards, meet water quality objectives, and comply with California anti-degradation policy.

3.12.2 Discussion

a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?

Construction Site Stormwater Runoff. Construction-related activities from the proposed project (including bridge removal, traffic detour, and bridge replacement) would occur in areas adjacent to and within Maxwell Creek could result in violations of water quality standards or waste discharge requirements. Construction could degrade water quality as a result of construction-related soil disturbance and discharge of construction stormwater. Additionally, fuels and other chemicals used during construction could also degrade the water quality of receiving waters if spilled and entrained into stormwater runoff or dewatering discharges.

The primary stormwater pollutant at construction sites is excess sediment. Excess sediment can cloud the water, which reduces the amount of sunlight reaching aquatic plants, clog fish gills, smother aquatic habitat and spawning areas, and impede navigation in waterways. Sediment also transports other pollutants such as nutrients, metals, and oils and greases. Hazardous materials associated with construction equipment and practices, such as fuels, oils, antifreeze, coolants, and other substances, could also adversely affect water quality if released to surface waters.

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Construction activities can impact a construction site's runoff sediment supply and transport characteristics both during and after the construction phase. Excess sediment could be mobilized anywhere earthwork occurs, including during establishment of the traffic detour, removal of the existing bridge structure, and placement of the new bridge abutments. Additionally, removal of any existing vegetation along the creek banks would expose underlying soils that were previously not as susceptible to erosion. Contact with loose bare soil could entrain sediments into the runoff causing sedimentation of the water which could impact water quality in receiving waters downstream.

As previously described above in **Sections 3.6** "**Biological Resources**" and **3.9** "**Geology and Soils**", the County would ensure the construction contractor employ the appropriate water quality and erosion control BMPs to minimize the potential for offsite erosion and sedimentation in accordance with the construction specifications and with the NPDES General Permit for Storm Water Discharges associated with construction activity. These BMPs (such as use of check dams and fiber rolls for reducing erosion on slopes and retaining sediment in stormwater) will be in accordance with Caltrans's Construction Site Best Management Practices Manual and would ensure no water quality standards or waste discharge requirements would be violated. Additionally, the project is subject to the water quality and erosion prevention provisions outlined under the Clean Water Act Sections 401 and 404 and a CDFW Streambed Alteration Agreement.

Prior to in-channel construction activities, the County will complete the Section 404 Clean Water Act Nationwide Permitting Process, complete RWQCB Section 401certification, and obtain a Streambed Alteration Agreement with California Department of Fish and Wildlife. Conditions of Approval outlined in the respective permits would help to alleviate any potential water quality impacts resulting from the proposed project activities occurring within Maxwell Creek. Additionally, the implementation of the erosion prevention measures/water quality best management practices provided under **Mitigation Measure BIO-5** and the vegetation habitat re-planting requirements provided under **Mitigation Measure BIO-4** (more fully described above under **Section 3.6** "**Biological Resources**") would serve to further minimize the project's impacts to water quality conditions. Consequently, this impact is ***less-than-significant***, with no further mitigation required.

Construction Dewatering. Construction dewatering at the project site would likely be required to create dry work areas for the traffic detour, excavations (new bridge abutment placement) and for work within the creek channel (existing bridge removal). Water pumped from dewatered areas could be redirected to the creek channel downstream of the work area. Sediment or other water pollutants originating from construction equipment or the surrounding disturbed land could be released with the dewatered water, degrading surface water quality. Discharged water could violate water quality standards or substantially degrade water quality.

Implementation of all permit requirements and habitat revegetation measures including riparian/native vegetation habitat re-planting requirements (see **Mitigation Measures BIO-4**, more fully described above) will be required to mitigate habitat and water quality impacts. Additionally, the implementation of best management practices to protect wildlife and habitats (**Mitigation Measures BIO-2, BIO-3, BIO-7,** and **BIO-10**, more fully described above) and the erosion prevention measures/water quality best management practices provided under **Mitigation Measure BIO-5** (also more fully described above) would serve to further minimize

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impacts to waters of the U.S. and State. Consequently, this impact is ***less-than-significant*** with incorporation of **Mitigation Measures BIO-2** through **BIO-5, BIO-7,** and **BIO-10.**

b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

The proposed project would not require the use of groundwater or substantially interfere with groundwater recharge. Replacement of the bridges would not result in new amounts of impervious surfaces that would affect local groundwater levels. Therefore, the proposed project would not substantially deplete groundwater supplies and would not affect groundwater recharge such that a net deficit would occur. Consequently, ***no impact*** would occur, with no mitigation required.

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;

The project sites drain into Maxwell Creek. Alterations to the existing drainage patterns of the creek, including changes to velocity, may result in erosion or siltation on or off-site. The proposed project has been designed to maintain the existing drainage patterns; however, flows along the creek would be temporarily altered during construction activities, and the proposed project design would result in slight modifications to on-site drainage.

Areas of the creek may need to be temporarily dewatered for construction of the traffic detour and the new bridge. If dewatering is necessary, it would occur within the project sites (see **Figures 2-4** and **2-5**), and flows would be diverted through the work area in the creek in a pipe. Depending on the seasonal water surface levels, water diversion may not be necessary during low flow or drought conditions. Following construction, the diversion structures would be removed, and the creek would be allowed to return to a natural state within the recontoured banks of the channel segment. Although there may be temporary alterations to flow during construction activities resulting from water diversion activities (if necessary), any water diversion structures utilized would be in place for a relatively short time and are not anticipated to significantly alter the existing drainage pattern of the site in a way that would result in substantial erosion or siltation on- or off-site.

As more fully described in the Location Hydraulic Study Report (WRECO 2018a, 2018b) prepared for the proposed project, a hydraulic analysis was performed using the HEC-RAS hydraulic model to determine the overall flood inundation effects resulting from implementation of the proposed project. At the Bridge #40C0038 location, the HEC-RAS hydraulic model results indicated that implementation of the proposed project would result in a maximum 1 foot increase in the water surface elevation upstream of the bridge from a 100-year storm. However, the design flows are still shown as being contained within the channel and would not affect nearby properties. At the Bridge #40C0039 location, the HEC-RAS hydraulic model results indicate that implementation of the proposed project would decrease the water surface elevation by 4.7 feet from a 100-year storm event. While these changes may alter the velocity of flows through the project site, resulting in erosion and siltation; the proposed project includes the placement of

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rock slope protection along the abutments to prevent substantial erosion or siltation on- or off-site.

Implementation of the CWA Section 401 and 404 permit Conditions of Approval, as well as standard construction erosion control BMPs, and County and Caltrans standards would ensure any potential construction and post-construction erosion and siltation would not affect drainages. Consequently, this impact is ***less-than-significant,*** with no mitigation required.

ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;

As described in the previous section, the proposed project would temporarily alter flows along the creek during construction activities, and the proposed project design would result in slight modifications to on-site drainage. Temporary dewatering activities in the creek during construction would not result in on- or off-site flooding.

Further, construction of the project would not substantially alter the existing drainage pattern of the site or area. While the proposed project would result in minor increases of impervious surfaces and would result in slight changes to water surface elevations from the slightly modified segment of Maxwell Creek through the project sites, the results of the hydraulic analysis indicated that the proposed project would not result in on- or off-site flooding. Additionally, compliance with Permit Conditions as well as construction BMPs would ensure the project would not substantially increase the rate or amount of surface runoff that would result in flooding. Consequently, this impact is ***less-than-significant,*** with no mitigation required.

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

There are no existing or planned stormwater drainage systems surrounding the project area. As described above, the proposed project would not result in a significant increase in runoff. Furthermore, implementation of the permit Conditions of Approval, and construction BMPs would reduce any potential pollution impacts during construction. Therefore, the proposed project would not result in substantial additional sources of polluted runoff. Consequently, this impact is ***less-than-significant,*** with no mitigation required.

iv) Impede or redirect flood flows?

See checklist Item "**ci**, **cii**, and **ciii**" above.

d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?

Tsunamis (seismic sea waves) are long-period waves that are typically caused by underwater seismic disturbances, volcanic eruptions, or submerged landslides. Low-lying coastal areas such as tidal flats, marshlands, and former bay margins that have been artificially filled but are still at or near sea level are generally the most susceptible to tsunami inundation. A seiche is caused by the oscillation of the surface of an enclosed body of water such as San Francisco Bay due to an earthquake or large wind event.

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There are no bodies of water near the project sites capable of producing seiches. Areas surrounding the project sites consist primarily of vegetated slopes and are not likely to produce mudflows. Therefore, inundation by a seiche, tsunami, or mudflow is unlikely to occur on the project site, and ***no impact*** would occur.

e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

See checklist Item "**a** and **b**" above.

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3.13 Land Use and Planning

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
XI. LAND USE AND PLANNING.					
Would the project:					
a) Physically divide an established community?	☐	☐	☐	☐	☒
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?	☐	☐	☐	☒	☐

3.13.1 Environmental Setting

According to the County's Land Use map, areas north of Dogtown Road are designated as "Natural Resources" and areas south of Dogtown Road are designated as "Residential" in the vicinity of the project sites (Mariposa County 2005). Land uses surrounding the proposed project sites consist of scattered low density residential uses, livestock grazing, and open space uses. Adjoining properties are predominantly undeveloped and interspersed with scattered rural residences and oak woodlands.

3.13.2 Discussion

a) Physically divide an established community?

The proposed project would replace an existing bridge along an already established transportation corridor. Designed to improve public safety and local circulation, the proposed project is considered to have a beneficial effect to local emergency response efforts as the existing bridges narrow width have contributed to difficulties in evacuating the area during past fire events. While small amounts of new right of way, adjacent to the existing bridges, would be required to accommodate the new bridge alignments, the proposed project would not physically divide an established community. Traffic detours at the project sites would be implemented during the construction period to minimize traveler delays and ensure residential circulation. Consequently, implementation of the proposed project would not physically divide an established community and improve public safety by replacing the existing bridges, resulting in a ***beneficial 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?

The proposed project would require small amounts of new right of way; however, replacement of the existing bridges would occur predominately within the County's existing right-of-way and the proposed project would remain consistent with the existing site land use and surrounding land use designations, requiring no further change or amendment to the General Plan land use designation or zoning assigned by the County. Therefore, the proposed project would not conflict

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with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project. Consequently, ***No impact*** would occur.

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3.14 Mineral Resources

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
XII. MINERAL RESOURCES.					
Would the project:					
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the State?	☐	☐	☐	☒	☐
b) 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?	☐	☐	☐	☒	☐

3.14.1 Discussion

a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the State?

No mineral extraction activities exist on the project site and mineral extraction is not included as a part of the proposed project. Consequently, ***no impact*** would occur.

b) 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?

See checklist Item "**a**" above.

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3.15 Noise

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
XIII. NOISE.					
Would the project:					
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 in other applicable standards of other agencies?	☐	☒	☐	☐	☐
b) Generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☒	☐	☐
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 2 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?	☐	☐	☐	☒	☐

3.15.1 Environmental Setting

Terminology Used to Define Noise Conditions

Noise can be defined as unwanted and objectionable sound. Sound levels are usually measured and expressed in decibels (dB) with 0 dB corresponding roughly to the threshold of hearing. The method commonly used to quantify environmental sounds consists of evaluating all frequencies of a sound in accordance with a filter that reflects the fact that human hearing is less sensitive at very low and very high frequencies compared to mid-range frequencies. This is called "A" weighting, and the dB level measurement is called the A-weighted sound level (dBA).

A-weighted sound level (dBA) is expressed on a logarithmic (power of 10) scale using a frequency-weighted pattern that duplicates the human ear's sensitivity to sound. A 70-dBA sound level is approximately twice as loud as a 60-dBA sound level and four times as loud as a 50-dBA sound level.

Sound intensity is normally measured through the A-weighted sound level (dBA). This scale gives greater weight to the frequencies of sound to which the human ear is most sensitive. The A-weighted sound level is the basis for many various sound level metrics, including the day/night sound level (Ldn) and the Community Noise Equivalent Level (CNEL), both of which represent how humans are more sensitive to sound at night. In addition, the equivalent continuous sound level (Leq) is the average sound energy of time-varying noise over a sample period and the (Lmax) is the maximum instantaneous noise level occurring over a sample period.

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Existing Noise Conditions

Land uses surrounding the proposed project sites consist of scattered low density residential uses, livestock grazing, and open space uses. The existing noise environment in the immediate project area is dominated by song birds, farming/residential maintenance equipment, and sporadic vehicle traffic along Dogtown Road.

Sensitive Receptors. Some land uses are considered more sensitive to ambient noise levels than others because of the amount of noise exposure (in terms of both exposure duration and insulation from noise) and the types of activities typically involved for those uses. Residences, schools, day cares, rest homes, hospitals, and churches are generally more sensitive to noise than commercial and industrial land uses.

Residential structures are typically not located along Dogtown Road, but are set back on the properties, away from the roadway. The nearest residences to the Bridge #40C0038 project site are located 700 to 800 feet north and southwest of the bridge and the nearest residence to Bridge #40C0039 is roughly 200 feet north from the bridge site. Overviews of the project sites are shown above in **Figures 2-2** and **2-3**.

Local Noise Regulations

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, it is common practice to limit hours of construction activity to minimize construction noise impacts in residential areas during the early morning and late evening hours, and on weekends and holidays. Although not specifically stated in the County's General Plan Noise Element, it is also a standard requirement of many jurisdictions that all construction equipment by properly maintained and muffled to minimize noise generation at the source.

Some guidance on construction-related noise is provided by Section 14-8.02 of the Caltrans Standard Specifications document which suggests that construction equipment not exceed 86 dB (Lmax) at a distance of 50 feet from job site activities from 9 p.m. and 6 a.m.

Mariposa County does not have any 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. Therefore, for purposes of this analysis, the "severe" impact criterion of 0.4 inch per second peak particle velocity (PPV) for vibration is utilized from the Caltrans 2013 Transportation and Construction Vibration Guidance Manual (Caltrans 2013).

3.15.2 Discussion

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 in other applicable standards of other agencies?

Implementation of the proposed project would result in potential noise impacts from short-term construction activities. Regarding long-term or operational noise impacts, implementation of the proposed project would not result in added travel lanes along the project alignments, nor would it move travel lanes substantially closer to any sensitive receptor in the project vicinity. In addition,

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implementation of the proposed project would not result in any increase in traffic volumes along the project alignments. As such, the project would not result in any new long-term operational noise sources, nor would it move existing operational noise sources (i.e., traffic) closer to existing sensitive land uses. No long-term or operational noise impacts are associated with the proposed project and this topic is not addressed further.

Construction such as clearing and grubbing (removal of trees), excavation, and staging location activities would temporarily increase noise levels in the vicinity of the proposed project. Construction would require heavy equipment during foundation excavation for the bridge abutments. Construction equipment utilized during this phase would include an excavator and a dump truck and a tracked drill with concrete pumper and concrete truck. Clearing and grubbing would require the use of chainsaws to cut down trees. Construction equipment used at the staging location would include a front-end loader, dump truck, and a generator.

As previously described, residential structures are set back on the properties surrounding the bridge sites, with vegetation and topography shielding their views of or visibility from the project sites. The nearest sensitive receptor to these noise sources would be the residential property at the Bridge #40C0039 site, which is roughly 200 feet north from the project site. This structure would be located approximately 200 feet from the northwestern end of the bridge where foundation excavation would occur and 100 feet from the nearest staging location, located at the western edge of the project site.

During foundation excavation, the operation of an excavator and dump truck would generate a noise level of 66.1 dBA Leq at 200 feet and the tracked drill with concrete pumper and concrete truck would generate a noise level of 67.2 dBA Leq at 200 feet. During tree removal, a chainsaw would generate a noise level of 65 dBA Leq at 180/200 feet. At the staging location, a front-end loader, dump truck, and generator would generate a noise level of 74.3 dBA Leq at 100 feet.

Increases in ambient noise from these construction activities would be temporary and would not be expected to exceed Caltrans Standards (86 dB Lmax at a distance of 50 feet from job site activities). To ensure these project-related increases in ambient noise would not exceed applicable noise and land use standards, the noise reducing best management practices (limiting construction hours and maintaining standard equipment noise controls) pursuant to **Mitigation Measure NOS-1** will be implemented by the construction contractor. Consequently, this impact is ***less-than-significant*** with mitigation incorporated.

Mitigation Measure NOS-1: Construction Noise Reducing Best Management Practices

The County shall ensure the construction contractor implement the following construction noise reducing measures:

- The construction contractor shall ensure that all noise producing construction activities, including warming-up or servicing equipment and any preparation for construction, shall be limited to the hours between 7:00 a.m. and 6:00 p.m. The construction contractor shall locate on-site equipment staging areas to maximize the distance between construction-related noise sources and noise sensitive receptors nearest the project site during construction.

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- The construction contractor shall ensure that all equipment will have sound control devices that are no less effective than those provided on the original equipment. Further, pavement breakers and jackhammers shall also be equipped with acoustically attenuating shields or shrouds recommended by the manufacturers thereof. In lieu of or in the absence of manufacturers' recommendations, the Director of Public Works shall have the authority to prescribe such means of accomplishing maximum noise attenuation as deemed to be in the public interest, considering the available technology and economic feasibility.

b) Generation of excessive groundborne vibration or groundborne noise levels?

Construction activities such as excavation and roadway paving would temporarily increase groundborne vibration and/or groundborne noise levels in the vicinity of the project sites. The nearest vibration-sensitive land use from the proposed project construction sites is the adjacent residential property, located approximately 100 (staging area) to 200 feet from the boundary of the project footprint for the Bridge #40C0039 site. An on-site source of vibration during project construction would be a vibratory roller, which would be used for road compaction during modifications to Dogtown Road. A vibratory roller would create approximately 0.210 inches per second PPV at a distance of 25 feet (Caltrans 2013). Using the Caltrans criterion of 0.4 inches per second PPV at 25 feet, the approximately 0.210 inches per second PPV vibration impact generated at 25 feet would be less than what is considered a "severe" impact. Therefore, although vibration may be perceptible by nearby residences (the nearest of which would be 100 feet from the closest operation of a vibratory roller), temporary impacts associated with the roller (and other potential equipment) would be ***less than significant***, with no mitigation required.

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 2 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?

The Mariposa-Yosemite Airport, located at 5020 Macready Way, Mariposa, CA is the nearest airport to the project sites and is located 20 miles from the project site. The project sites are not located within an airport land use plan. The proposed project would have no impacts or expose workers to excessive airport noise levels. Consequently, ***no impact*** would occur.

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3.16 Population and Housing

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
XIV. POPULATION AND HOUSING.					
Would the project:					
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)?	☐	☐	☐	☒	☐
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒	☐

3.16.1 Discussion

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)?

The proposed project would not directly or indirectly induce growth in the area. The new bridges would more efficiently and safely accommodate existing traffic volumes and are considered to have a beneficial effect to local emergency response efforts as the existing bridges narrow width have contributed to difficulties in evacuating the area during past fire events. The replacement bridges and roadway approaches would not provide an extension to new destinations beyond the current extent of the existing road. Construction is expected to last up to 6 months (24 weeks) utilizing a construction crew of 12 workers from the surrounding workforce. No additional housing or temporary lodging facilities would be required by construction workers commuting to the project site. Consequently, ***no impact*** would occur.

b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

Replacing the existing bridges, within largely the same project footprint, would not involve the construction, displacement, or demolition of any existing housing structures. Consequently, ***no impact*** would occur.

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3.17 Public Services

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
XV. PUBLIC SERVICES.					
Would the project:					
a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, or the 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?	☐	☐	☐	☒	☐
Police protection?	☐	☐	☐	☒	☐
Schools?	☐	☐	☐	☒	☐
Parks?	☐	☐	☐	☒	☐
Other public facilities?	☐	☐	☐	☒	☐

3.17.1 Discussion

a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, or the 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?
Police protection?
Schools?
Parks?
Other public facilities?

Implementing the proposed project would not create new housing or other structures and, therefore, would not require additional public services (including fire or police protection facilities, schools, or parks). Furthermore, the new bridges would more efficiently and safely accommodate existing traffic volumes and the proposed project is considered to have a beneficial effect to local emergency response efforts as the existing bridges narrow width have contributed to difficulties in evacuating the area during past fire events. Consequently, ***no impact*** would occur.

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3.18 Recreation

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
XVI. RECREATION.					
Would the project:					
a) 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?	☐	☐	☐	☒	☐
b) Include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?	☐	☐	☐	☒	☐

3.18.1 Discussion

a) 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?

As previously described, 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 affecting existing recreation facilities or opportunities. Employment opportunities from the construction phase of the project would not induce any additional population growth within the Town of Coulterville or Mariposa County. Therefore, the project would not cause physical deterioration of existing recreational facilities from increased usage or result in the need for new or expanded recreational facilities. Consequently, ***no impact*** would occur.

b) Include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?

See checklist Item "**a**" above.

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3.19 Transportation

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
XVII. TRANSPORTATION.					
Would the project:					
a) Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	☐	☒	☐	☐	☐
b) Conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?	☐	☒	☐	☐	☐
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☐	☒	☐
d) Result in inadequate emergency access?	☐	☒	☐	☐	☐

3.19.1 Discussion

a) Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?

As previously described, implementation of the proposed project would more efficiently and safely accommodate existing traffic volumes on Dogtown Road and is considered to have a beneficial effect to local emergency response and evacuation efforts as the existing bridges narrow width have contributed to difficulties in evacuating the area during past fire events. The replacement bridges would be built to meet current design standards and are being implemented as part of the Caltrans Local Highway Bridge Program, which is a federal- and state sponsored program that provides funding for projects that replace bridges that have been deemed structurally deficient or functionally obsolete.

While the proposed project would not conflict with federal transportation programs or local County circulation policies, construction of the project would require the temporary detour of Dogtown Road vehicle traffic at the project sites during the 5 to 6 month construction period, temporarily affecting local traffic accessing the neighborhood. As part of the project, the County and the construction contractor would route residential traffic around the bridge sites as shown in **Figures 2-4**, **2-5**, **2-6 (a-c)**, and **2-7 (a-c)** (see **Chapter 2**). Temporary traffic controls will also be implemented to ensure that the project would remain consistent with County requirements regarding traffic control. To minimize traveler delays and ensure residential circulation and access along Dogtown Road, during the construction period, the County will implementation the traffic detour and circulation controls included under **Mitigation Measure TC-1**. Consequently, this impact is ***less-than-significant*** with incorporation of **Mitigation Measures TC-1.**

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Mitigation Measure TC-1: Prepare and Implement a Traffic Detour and Control Plan

- At least one week prior to the commencement of work, the County's contractor' will be required to provide changeable message signs at each end of Dogtown Road to notify drivers of the upcoming project and potential delays. The contractor shall provide an informational sign at the entry points of the project identifying a contact person and phone number for any concerns or questions.

- During project construction, the County's contractor shall use standard cones and barricades to protect the public from entering the construction work area. The contractor will also install advance warning signs to alert approaching motorists of the work zones consistent with the most recent edition of the California Manual of Traffic Control Devices (MUTCD) for sign placement, etc. Advance warning signs may be reflective signs, changeable message boards, cones and barricades. The contractor shall provide flaggers as needed to temporarily hold traffic for staging equipment or construction. The work will be limited to 8 a.m. to 5 p.m., with weekend work if approved by Public Works; no work shall occur on national holidays. Flagging and other means of traffic control will be required to allow for the movement of traffic through the work zone. Cones, signing and flagging for traffic control shall conform to the requirements of the MUTCD.

- Written notice to each affected homeowner along Dogtown Road shall be provided at least 2 weeks prior to the start of the construction phase.

Timing: Before and During construction.

Responsibility: County of Mariposa / Construction Contractor.

b) 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 the existing "vehicle miles travelled" by residents or visitors within the area. Replacement of the existing bridges are considered a "Transportation Project" that would have no impact on vehicle miles travelled and therefore is presumed to result in a less than significant transportation impact consistent with CEQA Guidelines 15054.3(b)(2). Consequently, ***no impact*** would occur.

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 hazards due to design features would occur through implementation of the proposed project, as the replacement bridge structures and associated roadway approaches would conform to County and Caltrans design standards. Therefore, the proposed project would not substantially increase hazards due to a design feature or incompatible use. Consequently, ***no impact*** would occur.

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d) Result in inadequate emergency access?

See checklist Item "**a**" above.

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3.20 Tribal Cultural Resources

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
XVIII. TRIBAL CULTURAL RESOURCES.					
Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in PRC 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:					
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in PRC Section 5020.1(k), or	☐	☒	☐	☐	☐
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 PRC Section 5024.1. In applying the criteria set forth in subdivision (c) of PRC Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☒	☐	☐	☐

3.20.1 Discussion

a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in PRC 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 PRC Section 5020.1(k)?

Under PRC section 21080.3.1 and 21082.3, the County must consult with tribes traditionally and culturally affiliated with the project area that have requested formal notification and responded with a request for consultation. The parties must consult in good faith. Consultation is deemed concluded when the parties agree to measures to mitigate or avoid a significant effect on a tribal cultural resource when one is present or when a party concludes that mutual agreement cannot be reached. Mitigation measures agreed on during the consultation process must be recommended for inclusion in the environmental document.

As previously described above under **Section 3.7** "**Cultural Resources**", the NAHC was contacted and a list of Native American contacts was provided as part of the Section 106 process. The NAHC also reported that no recorded Sacred Land was within or adjacent to the project sites. Section 106 letters to the NAHC list of contacts were sent in March 2018. Follow-up

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voicemails and emails were sent to Native American Contacts on November 7, 2018. The North Fork Mono Tribe Chairman replied that the proposed project is outside of their territory. No other response was received by any of the Native American contacts. AB 52 consultation letters were sent in July 2020 as part of the CEQA process, with no additional responses provided to date. **Table 3-6**, shown above in **Section 3.7** "**Cultural Resources**", provides a summary of Native American consultation activities to date.

While no responses or tribal resources have been received or identified to date, portions of the proposed project area may be sensitive for the presence of tribal cultural resources. Implementation of the proposed project is not considered to result in an adverse change in the significance of a known tribal cultural resource pursuant to Public Resources Code 21074. However, while unlikely, construction of the proposed project could result in the inadvertent discovery of undocumented tribal cultural resources such as Native American archaeological sites, Native American human remains and associated objects and materials, features, sacred places or objects with value to a Tribe that is culturally or traditionally affiliated with the proposed project, and the disturbance or destruction of these resources. Therefore, the proposed project could result in a ***potentially significant*** impact on tribal cultural resources. To ensure no adverse effects to tribal cultural resources, implementation of resource avoidance measures provided in **Mitigation Measures CUL-1** and **CUL-2** (more fully described above in **Section 3.7 "Cultural Resources"**) would reduce the impact to less than significant. Therefore, the proposed project would have a ***less-than-significant*** impact with mitigation incorporated.

b) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in PRC 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 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 PRC Section 5024.1.

See checklist Item "**a**" above.

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3.21 Utilities and Service Systems

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
XIX. UTILITIES AND SERVICE SYSTEMS.					
Would the project:					
a) 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?	☐	☐	☐	☒	☐
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?	☐	☐	☐	☒	☐
c) 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?	☐	☐	☐	☒	☐
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?	☐	☐	☐	☒	☐
e) Comply with Federal, State, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☐	☒	☐

3.21.1 Discussion

a) 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 proposed project would not generate any new housing, businesses, or other changes that would increase the demand for utilities or related service systems beyond their current capacity. Therefore, the proposed project would not require or result in the construction of new or upgraded utility systems. Consequently, ***no impact*** would occur.

b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?

See checklist Item "**a**" above.

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c) 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?

See checklist Item "**a**" above.

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?

See checklist Item "**a**" above.

e) Comply with Federal, State, and local management and reduction statutes and regulations related to solid waste?

See checklist Item "**a**" above.

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3.22 Wildfire

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
XX. WILDFIRE.					
If located in or near State responsibility areas or lands classified as very high fire hazard severity zones, **would the project:**					
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☒	☐	☐	☐
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?	☐	☒	☐	☐	☐
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?	☐	☐	☐	☒	☐
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?	☐	☐	☒	☐	☐

3.22.1 Discussion

a) Substantially impair an adopted emergency response plan or emergency evacuation plan?

While not considered a high-volume roadway (current ADT estimated at 120 vehicles), the proposed project will require a short-term roadway detour at the bridge sites during replacement of the existing bridge structures (and associated roadway approach work) to ensure construction is completed efficiently and with as short a construction period as possible. To minimize traveler delays and ensure residential circulation and access along Dogtown Road, during the construction period, the County will implementation the traffic detour route and the circulation control measures included under **Mitigation Measure TC-1** (see **Section 3.19** "**Transportation**") would ensure adequate emergency response and evacuation routes are maintained. Consequently, this impact is ***less-than-significant***, with mitigation incorporated.

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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?

Heavy equipment used during project construction has the potential to start a fire on surrounding open space areas near the project site. However, implementation of **Mitigation Measure HAZ-1** (more fully described above in **Section 3.11** "**Hazards and Hazardous Materials**") would reduce the potential for construction-related wildland fires by providing a clearing, reducing fire fuels and removing fire sustaining litter. In addition, during construction, spark arrestors or turbo chargers (which eliminate sparks in exhaust) and fire extinguishers would be required for all heavy equipment. Consequently, this impact is ***less-than-significant*** with mitigation incorporated.

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?

As more fully described above in Chapter 2 "Project Description", the proposed project will not require the relocation of any existing utilities at the sites. Consequently, ***no impact*** would occur.

e) 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?

See checklist Item "**c**" in **Section 3.12** "**Hydrology and Water Quality**" and **Section 3.23** "**Mandatory Findings of Significance**".

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3.23 Mandatory Findings of Significance

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
XXI. MANDATORY FINDINGS OF SIGNIFICANCE.					
Would the project:					
a) 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 an endangered, rare, or threatened species, or eliminate important examples of the major periods of California history or prehistory?	☐	☒	☐	☐	☐
b) 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)?	☐	☐	☒	☐	☐
c) Have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☐	☒	☐

3.23.1 Discussion

a) Would 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 an endangered, rare, or threatened species, or eliminate important examples of the major periods of California history or prehistory?

As discussed in the Air Quality, Biological Resources, Cultural Resources, Geology and Soils, Hazards, Hydrology and Water Quality, and Tribal Cultural Resources sections, any potentially significant impacts related to the quality of the environment, plant, fish, or wildlife habitat or populations, special-status species, and important historical or cultural resources would be reduced to a less-than-significant level through implementation of avoidance and minimization measures and by incorporating mitigation measures. No known cultural resources would be affected by the proposed project and if unidentified resources are encountered during construction, mitigation measures are in place to ensure that impacts would be ***less than significant***.

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b) Would 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.)

Considering the surrounding rural nature of the County, past, present, and future projects are likely to be consistent with the developed nature of the surrounding area and would likely be focused on similar infrastructure (i.e., bridge replacement and flood protection) improvements or small-scale residential/commercial development projects. However, their impacts would not substantially interact with the proposed project's impacts with the exception of regional construction-related impacts such as short-term air quality/GHG emissions, erosion and water quality impacts.

Construction of the proposed project would result in temporary and short-term impacts that would be primarily limited to the project site and immediate vicinity. Although impacts related to resources such as air quality, greenhouse gas emissions, traffic, erosion, and water quality would contribute to regional impacts, these impacts would not make a cumulatively considerable incremental contribution to any significant cumulative impact resulting from other past, present, and reasonably foreseeable future projects in the project vicinity. This result is due to the relatively small size of the proposed project, the confined nature of construction-related impacts over a relatively short 5- to 6-month construction period, and implementation of the following mitigation measures that are proposed to avoid, minimize, rectify, reduce, eliminate, and/or compensate for any potentially significant impacts:

- Measure BIO-1: Conduct Preconstruction Species Surveys
- Measure BIO-4: Restore Temporarily Disturbed Areas
- Measure BIO-5: Implement Water Quality Best Management Practices
- Measure BIO-7: Restrict In-Stream Work to Low-Flow Period
- Measure BIO-11: Rescue Stranded Aquatic Life
- Measure BIO-12: Avoid the Spread of Invasive Plant Species
- Measure CUL-1: Discovery of Cultural Resources during Ground-Disturbing Activities
- Measure CUL-2: Accidental Finding of Human Remains
- Measure GEO-1: Avoid and Minimize Impacts to Paleontological Resources
- Measure HAZ-1: Implement BMPs for Wildland Fire Prevention
- Measure NOS-1: Construction Noise Reducing Best Management Practices
- Measure TC-1: Prepare and Implement a Traffic Detour and Control Plan

As described in the evaluations of potential impacts in the preceding sections of this IS/MND, all potentially significant impacts of the proposed project would be reduced to a level of less than significant with the proposed mitigation measures incorporated. While ongoing and future activities in the area, such as timber harvest, agricultural activities, and other non-federal actions may result in cumulative impacts to resources also impacted by the proposed project, those actions would also be subject to avoidance and minimization measures and the appropriate mitigation as necessary. With incorporation of the proposed mitigation contained in this IS/MND, the project's contribution to cumulative impacts would be ***less than significant***.

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Consequently, the proposed project would not result in any cumulatively considerable incremental contribution to significant cumulative impacts resulting from the projects listed above or any other past, present, or probable future projects in the area.

c) Would the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?

As discussed throughout this IS, construction and operation of the proposed project would not cause substantial adverse effects on human beings, either directly or indirectly. The proposed project is being implemented for the specific purpose of restoring circulation and public safety. Furthermore, mitigation measures are provided as necessary to reduce the proposed project's potentially significant effects on air quality, biological resources, cultural resources, geology and soils, hazards, hydrology and water quality, and tribal cultural resources to less-than-significant levels. Thus, construction and operation of the proposed project would not cause substantial adverse effects on human beings, either directly or indirectly and would improve the quality of life for humans by improving recreational opportunities and access to surrounding recreational areas. There would be ***no impact***.

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Appendix A. Biological Resources

As more fully described in **Section 3.6** "**Biological Resources**", this Appendix includes the following background information from each Natural Environment Study prepared for the proposed project:

- A complete list of special-status plants and animals that are known to occur or have potential to occur in the project region, which includes the listing status, preferred habitat, and potential for occurrence in the BSA for each species.

- A table that lists all inventoried trees (including a description of tree health and dbh or Diameter at breast height).

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Table 3-4. Special-status Plant Species with the Potential to Occur in the Vicinity of the Project

Common and Scientific Name	Legal Status[1] Federal/State/ CNPS	Distribution within California	Habitat Association	Identification Period	Species Present/ Absent	Rationale
Rawhide Hill onion *Allium tuolumnense*	--/--/1B.2	Tuolumne County.	Cismontane woodland with serpentinite soils. 985 – 1,970 feet amsl.	March - May	Absent	No suitable habitat for this species is present within the BSA. This species was not observed during surveys conducted within the species' identification period. There are no CNDDB records within a 10-mile radius of the BSA.
Big-scale balsamroot *Balsamorhiza macrolepis* var. *macrolepis*	--/--/1B.2	Alameda, Amador, Butte, Colusa, El Dorado, Lake, Mariposa, Napa, Placer, Santa Clara, Solano, Sonoma, Tehama, and Tuolumne counties.	Chaparral, cismontane woodland, valley and foothill grasslands; sometimes on serpentinite soils. 140 - 5,100 feet amsl.	March - June	Absent	Suitable habitat for this species is present within the BSA. This species was not observed during surveys conducted within the species' identification period. There are 10 CNDDB record within a 10-mile radius of the BSA, the nearest located approximately 5.1 miles southwest of the BSA.
Hoover's calycadenia *Calycadenia hooveri*	--/--/1B.3	Calaveras, Madera, Merced, Mariposa, and Stanislaus counties.	Rocky cismontane woodland and valley and foothill grassland. 210 - 985 feet amsl.	July - September	Absent	No suitable habitat for this species is present within the BSA. The BSA is above this species' elevational range. This species was not observed during surveys. There are no CNDDB records within a 10-mile radius of the BSA.
Succulent owl's-clover *Castilleja campestris* ssp. *succulenta*	FT/SE/1B.2	Fresno, Madera, Merced, Mariposa, San Joaquin, and Stanislaus counties.	Vernal pools, often with acidic soil. 165 – 2,460 feet amsl.	April - May	Absent	No suitable habitat (vernal pools) for this species is present within the BSA. This species was not observed during surveys conducted within the species' identification period. There are no CNDDB records within a 10-mile radius of the BSA.

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Common and Scientific Name	Legal Status[1] Federal/State/ CNPS	Distribution within California	Habitat Association	Identification Period	Species Present/ Absent	Rationale
Small's southern clarkia *Clarkia australis*	--/--/1B.2	Calaveras, Madera, Mariposa, and Tuolumne counties.	Cismontane woodlands and lower montane coniferous forests. 2,630 - 6,810 feet amsl.	May - August	Absent	No suitable habitat for this species is present within the BSA. The BSA is below this species' elevational range. This species was not observed during surveys conducted within the species' identification period. There are 3 CNDDB record within a 10-mile radius of the BSA, the nearest located approximately 2.6 miles southwest of the BSA.
Mariposa clarkia *Clarkia biloba* ssp. *australis*	--/--/1B.2	Mariposa and Tuolumne counties.	Serpentinite soils in chaparral and cismontane woodlands. 990 - 4,790 feet amsl.	April - July	Absent	No suitable habitat for this species is present within the BSA. This species was not observed during surveys conducted within the species' identification period. There are 71 CNDDB record within a 10-mile radius of the BSA, the nearest located approximately 2.2 miles northeast of the BSA.
Beaked clarkia *Clarkia rostrata*	--/--/1B.3	Merced, Mariposa, Stanislaus, and Tuolumne counties.	Cismontane woodland, valley and foothill grassland. 195 – 1,640 feet amsl.	April - May	Absent	Suitable habitat for this species is present within the BSA. This species was not observed during surveys conducted within the species' identification period. There are 63 CNDDB record within a 10-mile radius of the BSA, the nearest located approximately 4.5 miles south of the BSA (along the shore of Lake McClure).
Mariposa cryptantha *Cryptantha mariposae*	--/--/1B.3	Calaveras, Mariposa, Stanislaus, and Tuolumne counties.	Serpentinite and rocky soils in chaparral. 820 – 2,130 feet amsl.	April - June	Absent	No suitable habitat for this species is present within the BSA. This species was not observed during surveys conducted within the species' identification period. There is 1 CNDDB record within a 10-mile radius of the BSA, located approximately 3.9 miles southeast of the BSA.

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Common and Scientific Name	Legal Status[1] Federal/State/ CNPS	Distribution within California	Habitat Association	Identification Period	Species Present/ Absent	Rationale
Red Hills cryptantha *Cryptantha spithamaea*	--/--1B.3	Calaveras, Mariposa, and Tuolumne counties.	Sepentinite soils, sometimes streambeds, and sometimes openings in chaparral and cismontane woodlands. 900 – 1,500 feet amsl.	April - May	Absent	Suitable habitat for this species is present within the BSA. This species was not observed during surveys conducted within the species' identification period. There are 2 CNDDB record within a 10-mile radius of the BSA, the nearest located approximately 3.1 miles northwest of the BSA.
Yellow-lip pansy monkeyflower *Diplacus pulchellus*	--/--/1B.2	Calaveras, Mariposa, and Tuolumne counties.	Vernally mesic soils, often disturbed or clay, in lower montane coniferous forests, meadows, and seeps. 1,970 – 6,560 feet amsl.	April - July	Absent	Suitable habitat for this species is present within the BSA. This species was not observed during surveys conducted within the species' identification period. There are 3 CNDDB record within a 10-mile radius of the BSA, the nearest located approximately 2.4 miles northeast of the BSA.
Dwarf downingia *Downingia pusilla*	--/--/2B.2	Amador, Fresno, Merced, Napa, Placer, Sacramento, San Joaquin, Solano, Sonoma, Stanislaus, Tehama, and Yuba counties.	Vernal pools and valley and foothill grasslands with mesic soils. 3 – 1,460 feet amsl.	March - May	Absent	Suitable habitat for this species is present within the BSA. This species was not observed during surveys conducted within the species' identification period. There are no CNDDB records within a 10-mile radius of the BSA.
Tuolumne button-celery *Eryngium pinnatisectum*	--/--/1B.2	Amador, Calaveras, Sacramento, Sonoma, and Tuolumne counties.	Mesic soils in cismontane woodlands, lower montane coniferous forests, and vernal pools. 230 – 3,000 feet amsl.	May - August	Absent	Suitable habitat for this species is present within the BSA. This species was not observed during surveys conducted within the species' identification period. There is 1 CNDDB record within a 10-mile radius of the BSA, located approximately 8.5 miles northwest of the BSA.

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Common and Scientific Name	Legal Status[1] Federal/State/ CNPS	Distribution within California	Habitat Association	Identification Period	Species Present/ Absent	Rationale
Spiny-sepaled button-celery *Eryngium spinosepalum*	--/--/1B.2	Contra Costa, Fresno, Kern, Madera, Merced, San Luis Obispo, Stanislaus, Tulare, and Tuolumne counties.	Vernal pools and valley and foothill grasslands. 260 – 3,195 feet amsl.	April - June	Absent	Suitable habitat for this species is present within the BSA. This species was not observed during surveys conducted within the species' identification period. There are no CNDDB records within a 10-mile radius of the BSA.
Slender-stemmed monkeyflower *Erythranthe filicaulis*	--/--/1B.2	Mariposa and Tuolumne counties.	Vernally mesic soils in cismontane woodlands, lower montane coniferous forests, meadows and seeps, and upper montane coniferous forests. 2,950 – 5,740 feet amsl.	April - August	Absent	No suitable habitat for this species is present within the BSA. The BSA is below this species' elevational range. This species was not observed during surveys conducted within the species' identification period. There are 9 CNDDB record within a 10-mile radius of the BSA, the nearest located approximately 3.4 miles east of the BSA.
Parry's horkelia *Horkelia parryi*	--/--/1B.2	Amador, Calaveras, El Dorado, Mariposa, and Tuolumne counties.	Ione formation and other soils in chaparral and cismontane woodland. 260 – 3,510 feet amsl.	April - September	Absent	Suitable habitat for this species is present within the BSA. This species was not observed during surveys conducted within the species' identification period. There are 12 CNDDB record within a 10-mile radius of the BSA, the nearest located approximately 2.7 miles east of the BSA.
Congdon's lomatium *Lomatium congdonii*	--/--/1B.2	Calaveras, Mariposa, and Tuolumne counties.	Serpentinite soils on chaparral and cismontane woodlands. 985 – 6,890 feet amsl.	March - June	Absent	No suitable habitat for this species is present within the BSA. This species was not observed during surveys conducted within the species' identification period. There is 1 CNDDB record within a 10-mile radius of the BSA, located approximately 6.3 miles northwest of the BSA.

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Common and Scientific Name	Legal Status[1] Federal/State/ CNPS	Distribution within California	Habitat Association	Identification Period	Species Present/ Absent	Rationale
Shaggyhair lupine *Lupinus spectabilis*	--/--/1B.2	Mariposa and Tuolumne counties.	Serpentinite soils in chaparral and cismontane woodlands. 850 – 2,700 feet amsl.	April - May	Absent	No suitable habitat for this species is present within the BSA. This species was not observed during surveys conducted within the species' identification period. There are 24 CNDDB record within a 10-mile radius of the BSA, the nearest located approximately 1.2 miles south of the BSA.
Layne's ragwort *Packera layneae*	FT/SR/1B.2	Butte, El Dorado, Tuolumne, and Yuba counties.	Serpentine or gabbroic, rocky soils in chaparral, cismontane woodlands. 650 – 3,560 feet amsl.	April - August	Absent	No suitable habitat for this species is present within the BSA. This species was not observed during surveys conducted within the species' identification period. There are no CNDDB records within a 10-mile radius of the BSA.
Eel-grass pondweed *Potamogeton zosteriformis*	--/--/2B.2	Contra Costa, Lake, Lassen, Modoc, and Shasta counties.	Marshes and swamps (assorted freshwater). 0 – 6,100 feet amsl.	June - July	Absent	No suitable habitat for this species is present within the BSA. This species was not observed during surveys. There are no CNDDB records within a 10-mile radius of the BSA.
Hartweg's golden sunburst *Pseudobahia bahiifolia*	FE/SE/1B.1	Fresno, Madera, Merced, Stanislaus, Tuolumne, and Yuba counties.	Often acidic, clay soils in cismontane woodlands and valley and foothill grasslands. 50 – 490 feet amsl.	March - April	Absent	No suitable habitat for this species is present within the BSA. The BSA is above this species' elevational range. This species was not observed during surveys conducted within the species' identification period. There are no CNDDB records within a 10-mile radius of the BSA.
California beaked-rush *Rhynchospora californica*	--/--/1B.2	Butte, Marin, Napa, and Sonoma counties.	Bogs and fens, lower montane coniferous forests, meadows and seeps, and marshes and freshwater swamps. 140 – 3,310 feet amsl.	May - July	Absent	Suitable habitat for this species is present within the BSA. This species was not observed during surveys conducted within the species' identification period. There are no CNDDB records within a 10-mile radius of the BSA.

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Common and Scientific Name	Legal Status[1] Federal/State/ CNPS	Distribution within California	Habitat Association	Identification Period	Species Present/ Absent	Rationale
Brownish beaked-rush *Rhynchospora capitellata*	--/--/2B.2	Butte, El Dorado, Mariposa, Nevada, Plumas, Sonoma, Tehama, Trinity, and Yuba counties.	Mesic soils in lower montane coniferous forests, meadows and seeps, marshes and swamps, and upper montane coniferous forests 145 – 6,560 feet amsl.	July – August	Absent	Suitable habitat for this species is present within the BSA. This species is perennial and would have been detectable during surveys. This species was not observed during surveys. There is 1 CNDDB record within a 10-mile radius of the BSA, located approximately 9.8 miles northeast of the BSA.
Red Hills ragwort *Senecio clevelandii* var. *heterophyllus*	--/--/1B.2	Tuolumne County.	Serpentinite seeps in cismontane woodland. 850 – 1,260 feet amsl.	May - July	Absent	No suitable habitat for this species is present within the BSA. The BSA is above this species' elevational range. This species was not observed during surveys conducted within the species' identification period. There are no CNDDB records within a 10-mile radius of the BSA.

[1] Status explanations:

-- = no listing.

Federal
FT = listed as threatened under the federal Endangered Species Act.

State
SE = listed as endangered under the California Endangered Species Act.
SR = listed as rare under the California Endangered Species Act.

California Native Plant Society
1B = List 1B species: rare, threatened, or endangered in California and elsewhere.
2B = List 2B species: rare, threatened, or endangered in California but more common elsewhere.
0.1 = Seriously threatened in California (over 80% of occurrences threatened/high degree and immediacy of threat)
0.2 = Moderately threatened in California (20%-80% occurrences threatened/ moderate degree and immediacy of threat)

[2]Rationale includes an effects determination under the FESA for all federally listed species
Source: USFWS 2020, CDFW 2020, and CNPS 2020

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Table 3-5. Special-status Wildlife with the Potential to Occur in the Vicinity of the Project

Common Name Scientific Name	Legal Status[1] Federal/State	Distribution within California	Habitat Requirements	Habitat Present/ Absent	Rationale
Amphibians					
California tiger salamander *Ambystoma californiense*	FT/ST	Central Valley, including Sierra Nevada foothills up to 1,500 feet and Coastal regions from Butte County south to Santa Barbara County.	Breeds in temporary ponds formed from rain associated with annual grassland. May also occur in hardwood forest, but less common. Adult life is mostly subterranean in burrows, rock cracks and other structures. Seasonal movements associated with breeding are usually up to 1.25 miles.	Absent	No suitable habitat for this species is present within the BSA. The BSA is outside this species' known range. This species was not observed during the wildlife surveys. There are no CNDDB records within a 10-mile radius of the BSA.
Limestone salamander *Hydromantes brunus*	--/ST, FP	Limited to areas along the Merced River and its tributaries in Mariposa County from 836 – 2,624 feet amsl.	Occurs in mixed chaparral habitats, sometimes in limestone rock outcrops on north and east facing slopes. Active on the surface from November – March. May seek refuge under logs, rocks and other surface objects. May also use limestone caverns, talus, or large rock fissures outside of the surface activity pattern.	Absent	No suitable habitat for this species is present within the BSA. The BSA is outside this species' known range. This species has a very limited range and is endemic only to steep north and east-facing slopes along the lower Merced River Canyon and its immediate tributaries. While Maxwell Creek is a tributary to Merced River, the BSA is separated from the Merced River Canyon by mountain terrain. This species was not observed during the wildlife surveys. There are 4 CNDDB records within a 10-mile radius of the BSA, the nearest located approximately 2.7 miles east of the BSA.

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Common Name Scientific Name	Legal Status[1] Federal/State	Distribution within California	Habitat Requirements	Habitat Present/ Absent	Rationale
Foothill yellow-legged frog *Rana boylii*	--/SCT, SSC	Throughout North and South Coast Ranges south to the Transverse Range, across northern California to the west slope of the Cascade Range, and south through the foothills of the Sierra Nevada to Tehachapi Creek, Kern County, up to 6,370 feet amsl.	Forest streams and rivers with sunny, sandy, and rocky banks, deep pools, and shallow riffles. Spends most of its time along streams, but may move up to 165 feet from the edge of aquatic habitat.	Habitat Present	Suitable breeding (rocky streams) and dispersal habitat for this species is present within the BSA in Maxwell Creek. This species was not observed during the wildlife surveys. There are 5 CNDDB records within a 10-mile radius of the BSA, the nearest located approximately 2.0 miles west of the BSA.
California red-legged frog *Rana draytonii*	FT/SSC	Along the coast and coastal mountain ranges of California from Marin County to San Diego County, and in the Sierra Nevada from Tehama County to Fresno County. Usually occurs below 4,000 feet amsl.	Permanent and semi-permanent aquatic habitats, such as creeks and cold water ponds, with emergent and submergent vegetation; may aestivate in rodent burrows or cracks during dry periods.	Habitat Present	Suitable breeding and dispersal habitat for this species is present within the BSA in Maxwell Creek. Breeding habitat in Maxwell Creek occurs where pools are deep enough to support breeding habitat for this species. Emergent vegetation in the creek is very limited, which consists primarily of roots from trees and other vegetation growing out of rocky bedrock and cobble. Additionally, there are several ponds within 1 mile of the BSA that could provide breeding habitat for this species. This species was not observed during the wildlife surveys. There are no CNDDB record within a 10-mile radius of the BSA. However, there is a non-CNDDB occurrence from 1992 located approximately 1.7 miles from the BSA (Barry and Fellers 2013). ***May effect, not likely to adversely affect.***

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Common Name Scientific Name	Legal Status[1] Federal/State	Distribution within California	Habitat Requirements	Habitat Present/ Absent	Rationale
Sierra Nevada yellow-legged frog *Rana sierrae*	FE/ST	Occurs in the Sierra Nevada from Plumas County to Fresno County from 4,500 – 12,000 feet amsl.	Streams, lakes, ponds in montane riparian, lodgepole pine, subalpine conifer and wet meadow habitats. Tadpoles may require two over-wintering periods to complete aquatic development which requires overwintering bodies of water that will not freeze during the winter (not less than 5.6 feet). Adults typically do not move more than 82 feet from aquatic habitat, but may move up to 984 feet between lakes in high alpine landscapes (USFWS 2016).	Absent	No suitable habitat for this species is present within the BSA. The BSA is outside this species' known range. This species was not observed during the wildlife surveys. There are no CNDDB records within a 10-mile radius of the BSA.
Western spadefoot *Spea hammondii*	--/SSC	Sierra Nevada foothills, Central Valley, Coast Ranges, coastal counties in southern California	Shallow streams with riffles and seasonal wetlands, such as vernal pools in annual grasslands and oak woodlands.	Habitat Present	Suitable breeding and dispersal habitat for this species is present within the BSA in Maxwell Creek. This species was not observed during the wildlife surveys. There are no CNDDB records within a 10-mile radius of the BSA.
Reptiles					
Western pond turtle *Actinemys marmorata*	--/SSC	Populations extend throughout the coast and central valley of California.	Thoroughly aquatic turtle of ponds, marshes, rivers, streams and irrigation ditches with aquatic vegetation, below 6,000 feet amsl. Require soil up to 4 inches deep for egg-laying. Females will travel overland up to approximately 325 feet to lay eggs.	Habitat Present	Suitable habitat for this species is present within the BSA in Maxwell Creek. This species was observed approximately 1.3 mile southwest of the BSA during the California red-legged frog habitat assessment in Blacks Creek. Blacks Creek is a tributary to Maxwell Creek. Additionally, there are 5 CNDDB records within a 10-mile radius of the BSA.

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Common Name Scientific Name	Legal Status[1] Federal/State	Distribution within California	Habitat Requirements	Habitat Present/ Absent	Rationale
Birds					
Tricolored blackbird *Agelaius tricolor*	--/SE	Largely endemic to California; permanent residents in the Central Valley from Butte County to Kern County; at scattered coastal locations from Marin County south to San Diego County; breeds at scattered locations in Lake, Sonoma, and Solano Counties; rare nester in Siskiyou, Modoc, and Lassen Counties. Sacramento-San Joaquin Valleys and low foothills of coast ranges and Sierra Nevada	Nests in dense colonies in emergent marsh vegetation, such as tules and cattails, or upland sites with blackberries, nettles, thistles, and grainfields; nesting habitat must be large enough to support 50 pairs; probably requires water at or near the nesting colony; requires large foraging areas, including marshes, pastures, agricultural wetlands, dairies, and feedlots, where insect prey is abundant.	Absent	No suitable habitat for this species is present within the BSA. This species was not observed during the wildlife surveys. There are no CNDDB records within a 10-mile radius of the BSA.
Golden eagle *Aquila chrysaetos*	--/FP	Foothills and mountains through-out California; uncommon nonbreeding visitor to lowlands such as the Central Valley. Concentrated in the Central Valley and coastal valleys.	Cliffs and escarpments or tall trees for nesting; annual grasslands, chaparral, and oak wood-lands with plentiful medium and large-sized mammals for prey.	Present	Suitable foraging habitat for this species is present within the BSA in Maxwell Creek. This species was observed on April 5, 2018 in flight above the BSA. Nesting habitat is present in tall trees that overlook the BSA, but it is unlikely to nest in the BSA. Golden eagle occurrences are not recorded by CNDDB.

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Common Name Scientific Name	Legal Status[1] Federal/State	Distribution within California	Habitat Requirements	Habitat Present/ Absent	Rationale
Burrowing owl *Athene cunicularia*	--/SSC	Lowlands throughout California, including the Central Valley, northeastern plateau, southeastern deserts, and coastal areas; rare along south coast. Central and southern costal habitats and Central Valley.	Annual and perennial grasslands, deserts, and scrublands characterized by low-growing vegetation. Dependent upon burrowing mammals (especially California ground squirrel) for burrows and other refugia, such as culverts.	Absent	No suitable habitat for this species is present within the BSA. This species was not observed during the wildlife surveys. There are no CNDDB records within a 10-mile radius of the BSA.
Bald eagle *Haliaeetus leucocephalus*	FD/SE, FP	Nests in Siskiyou, Modoc, Trinity, Shasta, Lassen, Plumas, Butte, Tehama, Lake, and Mendocino Counties and the Lake Tahoe Basin. Winter range includes the rest of California, except the southeastern deserts, very high altitudes in the Sierra Nevada, and east of the Sierra Nevada south of Mono County.	In western North America, nests and roosts in coniferous forests are usually within 1 mile of a lake, reservoir, stream, or the ocean. Prefers ponderosa pine with open branch work in stands with less than 40% canopy.	Habitat Present	Suitable foraging habitat for this species is present within the BSA. While large coniferous trees are located in the BSA along Maxwell Creek, this species is more likely to occur nesting closer to large reservoirs in the area, which are stocked with fish. This species or stick nests were not observed during the wildlife surveys. There are no CNDDB records within a 10-mile radius of the BSA.
California spotted owl *Strix occidentalis occidentalis*	--/SSC	Sierra Nevada from Lassen County south to northern Kern County; occurs in localized areas of the Transverse and Peninsular Ranges of southern California.	Mature forests with permanent water and suitable nesting trees and snags; in southern California, nearly always associated with oak and oak-conifer habitats.	Habitat Present	Suitable nesting and foraging habitat for this species is present within the BSA. This species could nest in the blue oak – foothill pine woodlands in the BSA. This species was not observed during the wildlife surveys. There are known records of this species within two miles of the BSA to the east along Dogtown Road.
Great gray owl *Strix nebulosa*	--/SE	Permanent resident in the Sierra Nevada in portions of Tuolumne, Mariposa, Madera, and Fresno counties from 4,500 – 7,500 feet amsl.	Associated with old-growth coniferous forests usually associated with meadows: red fir, Jeffrey pine, and lodge pole pine dominates. Nesting typically occurs in broken top snags of dead trees including oak trees, usually 24 inch diameter at breast height for nesting. Does not build nests, but may use old hawk or eagle nests. Forages in meadows.	Absent	No suitable habitat for this species is present within the BSA. The BSA is dominated by a blue oak – foothill pine woodland, which does not provide habitat for this species. This species was not observed during the wildlife surveys. There are 3 CNDDB records within a 10-mile radius of the BSA, the nearest located approximately 6.2 miles northeast of the BSA.

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Common Name Scientific Name	Legal Status[1] Federal/State	Distribution within California	Habitat Requirements	Habitat Present/ Absent	Rationale
Least Bell's vireo *Vireo bellii pusillus*	FE/SE	Breeds from California, where range has severely contracted from historic distribution in Tehama County, south through Central Valley, coastal Santa Clara County, San Diego County, and Owens Valley, Death Valley, and scattered oases in Mojave Desert to south Nevada.	Wide variety of shrubs and small trees for habitat and nest-building; usually dense, low, shrubby vegetation characteristic of early successional stages in riparian areas, brushy fields, young second-growth forest or woodland, scrub oak, coastal chaparral, and mesquite brushlands.	Absent	No suitable habitat for this species is present within the BSA. This species was not observed during the wildlife surveys. There is 1 CNDDB record within a 10-mile radius of the BSA, located approximately 6.8 miles southwest of the BSA.
Mammals					
Pallid bat *Antrozous pallidus*	--/SSC	Occurs throughout California except for the high Sierra Nevada.	Deserts, grasslands, shrubland, woodlands and forests. Most common in open, dry habitats with rocky areas for roosting, may also roost in bridges.	Habitat Present	Suitable roosting and foraging habitat for this species is present within the BSA. Rocky outcrops and the bridge structure with open areas for foraging provide habitat for this species in the BSA. This species was not observed during the wildlife surveys. There are no CNDDB records within a 10-mile radius of the BSA.
Ringtail *Bassariscus astutus*	--/FP	Sierra Nevada, Coast Ranges, and the Central Valley; upper and middle portions of the Sacramento River, Feather River, and Bobelaine Sanctuary in Yuba County.	Riparian forests, chaparral, brushlands, oak woodlands, and rocky hillsides with crevices and tree hollows 3 inches in diameter or greater. Avoids open space and moves from tree to tree or along structures. Omnivorous and will feed on berries such as toyon or mistletoe leaves and berries and will vary depending on the seasons and food availability.	Habitat Present	Suitable habitat for this species is present within the BSA. The BSA is dominated by a blue oak – foothill pine woodlands, which provides habitat for this species. Fruit bearing shrubs and vines and small mammal prey provide forage for this species. Dead trees with cavities in the BSA also provide refugia for this species, in addition to rocky outcrops that dominate the landscape. This species was not observed during the wildlife surveys. Ringtail occurrences are not recorded by CNDDB.

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Common Name Scientific Name	Legal Status[1] Federal/State	Distribution within California	Habitat Requirements	Habitat Present/ Absent	Rationale
Townsend's big-eared bat *Corynorhinus townsendii*	--/SSC	Klamath Mountains, Cascades, Sierra Nevada, Central Valley, Transverse and Peninsular Ranges, Great Basin, and the Mojave and Sonora Deserts.	May roost in caves, mines, tunnels, or other man-made structures. Mesic habitats; gleans insects from brush or trees and feeds along habitat edges. This species is extremely sensitive to disturbance, and a single visit may result in abandonment of the roost.	Absent	No suitable roosting habitat for this species is present within the BSA. Townsend's big eared bat is very sensitive to human disturbance, therefore the bridge and rocky outcrops located along Dowgtown Road, a busy rural residential road, would not represent roosting habitat for this species. This species was not observed during the wildlife surveys. There is 1 CNDDB record within a 10-mile radius of the BSA, located approximately 7.9 miles northeast of the BSA.
Western mastiff bat *Eumops perotis californicus*	--/SSC	Occurs along the eastern San Joaquin Valley from El Dorado County, through Kern County; also found along the south Coast, Peninsular, and Transverse Ranges, from San Francisco to the Mexico border.	Roosts and breeds in deep, narrow rock crevices; may also use crevices in trees, buildings, and tunnels; forages in a variety of semiarid to arid habitats.	Absent	No suitable roosting habitat for this species is present within the BSA. The forest within the BSA is dense and this species prefers more open sites with higher roosting sites that it can take flight from. This species was not observed during the wildlife surveys. There are no CNDDB records within a 10-mile radius of the BSA.
Western red bat *Lasiurus blossevillii*	--/SSC	Breeding range extends from Shasta County to the Mexican border, west of the Sierra Nevada/Cascade crest and deserts. Winter range includes western lowlands and coastal regions south of San Francisco Bay.	Roosts in foliage at tops of trees in forests and woodlands, from sea level up through mixed conifer forests. Roosts primarily in trees, but occasionally in shrubs often in habitats adjacent to streams or meadows.	Habitat Present	Suitable roosting and foraging habitat for this species is present within the BSA. Riparian trees along the creek represent roosting habitat for this species. This species was not observed during the wildlife surveys. There is 1 CNDDB record within a 10-mile radius of the BSA, located approximately 3.7 miles northeast of the BSA
Sierra Nevada red fox *Vulpes vulpes necator*	FC/ST	Throughout high elevations of the Sierra Nevada from Tulare County northward to Sierra County, and from Mount Shasta and Lassen Peak westward to the Trinity Mountains in Trinity County. Elevational range is generally between 4,000 feet and 12,000 feet.	High elevation barren, conifer and shrub habitats; montane meadows; subalpine woodlands and fell-fields. May hunt in forest openings, meadows, and barren rocky areas. Dens are likely to be in talus slopes and rock slides; may use earthen dens, or boulder piles.	Absent	No suitable habitat for this species is present within the BSA. The BSA is outside this species' known range. This species was not observed during the wildlife surveys. There are no CNDDB records within a 10-mile radius of the BSA.

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Common Name Scientific Name	Legal Status[1] Federal/State	Distribution within California	Habitat Requirements	Habitat Present/ Absent	Rationale
Fish					
Kern Brook lamprey *Entosphenus hubbsi*	--/SSC	Kern and Merced Counties. Considered to be extirpated from Merced County.	Silty backwaters of large rivers in the foothills regions. Prefers low gradient streams in water that rarely exceeds 25 degrees Celsius in the summer.	Absent	No suitable habitat for this species is present within the BSA. The BSA occurs outside this species' known range. This species was not observed during the wildlife surveys. There are no CNDDB records within a 10-mile radius of the BSA.
Delta smelt *Hypomesus transpacificus*	FT/SE	Sacramento River–San Joaquin River Delta.	Euryhaline (fresh and brackish water) estuary channels; spawning habitats consist of side channels and sloughs in the middle reaches of the Delta.	Absent	No suitable habitat for this species is present within the BSA. The BSA does not occur within the Delta region. This species was not observed during the wildlife surveys. There are no CNDDB records within a 10-mile radius of the BSA. ***No effect.***

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Common Name Scientific Name	Legal Status[1] Federal/State	Distribution within California	Habitat Requirements	Habitat Present/ Absent	Rationale
San Joaquin roach *Lavinia (Hesperoleucus) symmetricus* ssp. 1	--/SSC	Tributaries of the San Joaquin River, south of the Cosumnes River.	Freshwater fish that is adapted to warm water in intermittent or seasonal streams. Populations can become dense in isolated pools. Tolerant of low dissolved oxygen and large range of temperatures. Intolerant of saline water.	Habitat Present	Suitable habitat for this species is present within the BSA. Warm water fish species were observed in Maxwell Creek, which include Sacramento sucker and Central California roach. Maxwell Creek is a warm water stream with intermittent flow and pools, which is ideal habitat for this species. There are 2 CNDDB record a within a 10-mile radius of the BSA, the nearest located approximately 7.8 miles northwest of the BSA.

[1] **Status explanations:**

-- = no listing.

Federal
FE = listed as endangered under the federal Endangered Species Act.
FT = listed as threatened under the federal Endangered Species Act.
FD = removed from federal Endangered Species Act list

State
SE = listed as endangered under the California Endangered Species Act.
ST = listed as threatened under the California Endangered Species Act.
FP = designated as a fully protected species under the CFGC.
SC = State candidate threatened.
SSC = State species of special concern.

[2]Rationale includes an effects determination under the FESA for all federally listed species
Source: USFWS 2020 and CDFW 2020.

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Appendix E. Tree Survey Datasheets

Attachment: FINAL Dogtown_CEQA_ISMND UPDATED (RES-2021-47 : Adopt a Mitigated Negative Declaration for Dogtown Road Bridges 38 &

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Tree Survey Data Sheet

Project: Dogtown Bridge #38 **Surveyor(s):** Patrick Martin and Callen Keller **Date:** 5/09/2018

Weather: Sunny, 80 degrees, calm **Location:** Coulterville, CA **Time:** 0800 to 1630

Tree #	Tree Species	DBH (inches)	Riparian Yes/No	Impact Removed/Trimmed	Tree Notes: Trunk (Single or Multi-trunk)	Notes (Include tree health and nests or cavities for wildlife)
T-1	Blue oak *(Quercus douglasii)*	1,3,3	N	Removed	Multi-trunk	Healthy.
T-2	Blue oak *(Quercus douglasii)*	4,4,2	N	Removed	Multi-trunk	Healthy.
T-3	Black elderberry *(Sambucus nigra)*	3,2,2,1	N	Removed	Multi-trunk	Healthy.
T-4	Interior live oak (*Quercus wislizeni*)	14,5	N	Trimmed	Multi-trunk	Healthy.
T-5	Interior live oak (*Quercus wislizeni*)	19	N	Trimmed	Single	Healthy.
T-6	Interior live oak (*Quercus wislizeni*)	16,8	N	Trimmed	Multi-trunk	Healthy.
T-7	Blue oak *(Quercus douglasii)*	3,2,2	N	Trimmed	Multi-trunk	Healthy.
T-8	Interior live oak (*Quercus wislizeni*)	4,2	N	Trimmed	Multi-trunk	Healthy.
T-9	Interior live oak (*Quercus wislizeni*)	6,6,4,2	N	Trimmed	Multi-trunk	Healthy.
T-10	Interior live oak (*Quercus wislizeni*)	23	N	Trimmed	Single	Healthy.
T-11	Oregon ash (*Fraxinus latifolia*)	28	Y	Trimmed	Single	Healthy, rooted on bank of the creek bank.
T-12	Oregon ash (*Fraxinus latifolia*)	7	N	Trimmed	Single	Healthy.
T-13	Goodding's willow *(Salix gooddingii)*	6	N	Trimmed	Single	Healthy.
T-14	Interior live oak (*Quercus wislizeni*)	3,4,2	N	Trimmed	Multi-trunk	Healthy, growing in large clump with other trees.
T-15	Interior live oak (*Quercus wislizeni*)	19,3,5,6	N	Trimmed	Multi-trunk	Healthy, growing in large clump with other trees.

Tree #	Tree Species	DBH (inches)	Riparian Yes/No	Impact Removed/Trimmed	Tree Notes: Trunk (Single or Multi-trunk)	Notes (Include tree health and nests or cavities for wildlife)
T-16	Goodding's willow *(Salix gooddingii)*	10,12,21,18,16,16,11	N	Trimmed	Multi-trunk	Healthy, growing in large clump with other trees.
T-17	Oregon ash (*Fraxinus latifolia*)	8	N	Trimmed	Single	Healthy.
T-18	Goodding's willow *(Salix gooddingii)*	10	N	Trimmed	Single	Healthy.
T-19	Gray pine (*Pinus sabiniana*)	6	N	Trimmed	Single	Healthy.
T-20	Goodding's willow *(Salix gooddingii)*	10	Y	Trimmed	Single	Healthy, rooted on bank of the creek bank.
T-21	Interior live oak (*Quercus wislizeni*)	2,2,1,1	N	Removed	Multi-trunk	Healthy.
T-22	Interior live oak (*Quercus wislizeni*)	5,5,3	N	Trimmed	Multi-trunk	Healthy.
T-23	Goodding's willow *(Salix gooddingii)*	14	Y	Trimmed	Single	Healthy.
T-24	Fremont cottonwood *(Populus fremontii)*	6	Y	Trimmed	Single	Healthy.
T-25	Goodding's willow *(Salix gooddingii)*	6	Y	Trimmed	Single	Healthy.
T-26	Goodding's willow *(Salix gooddingii)*	11,12,10,16,8	Y	Trimmed	Multi-trunk	Healthy.
T-27	Goodding's willow *(Salix gooddingii)*	11	Y	Trimmed	Single	Healthy.
T-28	Goodding's willow *(Salix gooddingii)*	13	Y	Trimmed	Single	Healthy.
T-29	Goodding's willow *(Salix gooddingii)*	19,19,16,9	Y	Removed	Multi-trunk	Healthy.
T-30	Blue oak *(Quercus douglasii)*	8	N	Removed	Single	Healthy.

* Trees not physically tagged in field. Tree # refers to inventory # used when marking locations with GPS unit.

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Bridge #40C0039

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Table 3-4. Special-status Plant Species with the Potential to Occur in the Vicinity of the Project

Common and Scientific Name	Legal Status[1] Federal/State/ CNPS	Distribution within California	Habitat Association	Identification Period	Species Present/ Absent	Rationale
Rawhide Hill onion *Allium tuolumnense*	--/--/1B.2	Tuolumne County.	Cismontane woodland with serpentinite soils. 985 – 1,970 feet amsl.	March - May	Absent	No suitable habitat for this species is present within the BSA. This species was not observed during protocol-level surveys conducted within the species' identification period. There is 1 CNDDB record within a 10-mile radius of the BSA, which is located approximately 9.37 miles northwest of the BSA.
Big-scale balsamroot *Balsamorhiza macrolepis* var. *macrolepis*	--/--/1B.2	Alameda, Amador, Butte, Colusa, El Dorado, Lake, Mariposa, Napa, Placer, Santa Clara, Solano, Sonoma, Tehama, and Tuolumne counties.	Chaparral, cismontane woodland, valley and foothill grasslands; sometimes on serpentinite soils. 140 - 5,100 feet amsl.	March - June	Absent	This species was not observed during protocol-level surveys conducted within the species' identification period. There are 10 CNDDB record within a 10-mile radius of the BSA, the nearest located approximately 5.33 miles southwest of the BSA.
Hoover's calycadenia *Calycadenia hooveri*	--/--/1B.3	Calaveras, Madera, Merced, Mariposa, and Stanislaus counties.	Rocky cismontane woodland and valley and foothill grassland. 210 - 985 feet amsl.	July - September	Absent	No suitable habitat for this species is present within the BSA. The BSA is above this species' elevational range. This species was not observed during protocol-level surveys. There are no CNDDB records within a 10-mile radius of the BSA.
Succulent owl's-clover *Castilleja campestris* ssp. *succulenta*	FT/SE/1B.2	Fresno, Madera, Merced, Mariposa, San Joaquin, and Stanislaus counties.	Vernal pools, often with acidic soil. 165 – 2,460 feet amsl.	April - May	Absent	No suitable habitat (vernal pools) for this species is present within the BSA. This species was not observed during protocol-level surveys conducted within the species' identification period. There are no CNDDB records within a 10-mile radius of the BSA.

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Common and Scientific Name	Legal Status[1] Federal/State/ CNPS	Distribution within California	Habitat Association	Identification Period	Species Present/ Absent	Rationale
Small's southern clarkia *Clarkia australis*	--/--/1B.2	Calaveras, Madera, Mariposa, and Tuolumne counties.	Cismontane woodlands and lower montane coniferous forests. 2,630 - 6,810 feet amsl.	May - August	Absent	No suitable habitat for this species is present within the BSA. The BSA is below this species' elevational range. This species was not observed during protocol-level surveys conducted within the species' identification period. There are 2 CNDDB record within a 10-mile radius of the BSA, the nearest located approximately 3.59 miles southeast of the BSA.
Mariposa clarkia *Clarkia biloba* ssp. *australis*	--/--/1B.2	Mariposa and Tuolumne counties.	Serpentinite soils in chaparral and cismontane woodlands. 990 - 4,790 feet amsl.	April - July	Absent	No suitable habitat for this species is present within the BSA. This species was not observed during protocol-level surveys conducted within the species' identification period. There are 69 CNDDB record within a 10-mile radius of the BSA, the nearest located approximately 2.42 miles northeast of the BSA.
Beaked clarkia *Clarkia rostrata*	--/--/1B.3	Merced, Mariposa, Stanislaus, and Tuolumne counties.	Cismontane woodland, valley and foothill grassland. 195 – 1,640 feet amsl.	April - May	Absent	This species was not observed during protocol-level surveys conducted within the species' identification period. There are 68 CNDDB record within a 10-mile radius of the BSA, the nearest located approximately 4.75 miles south of the BSA (along the shore of Lake McClure).

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Common and Scientific Name	Legal Status[1] Federal/State/ CNPS	Distribution within California	Habitat Association	Identification Period	Species Present/ Absent	Rationale
Mariposa cryptantha *Cryptantha mariposae*	--/--/1B.3	Calaveras, Mariposa, Stanislaus, and Tuolumne counties.	Serpentinite and rocky soils in chaparral. 820 – 2,130 feet amsl.	April - June	Absent	No suitable habitat for this species is present within the BSA. This species was not observed during protocol-level surveys conducted within the species' identification period. There is 1 CNDDB record within a 10-mile radius of the BSA, located approximately 4.63 miles southeast of the BSA.
Red Hills cryptantha *Cryptantha spithamaea*	--/--1B.3	Calaveras, Mariposa, and Tuolumne counties.	Sepentinite soils, sometimes streambeds, and sometimes openings in chaparral and cismontane woodlands. 900 – 1,500 feet amsl.	April - May	Absent	This species was not observed during protocol-level surveys conducted within the species' identification period. There are 2 CNDDB record within a 10-mile radius of the BSA, the nearest located approximately 2.07 miles northwest of the BSA.
Yellow-lip pansy monkeyflower *Diplacus pulchellus*	--/--/1B.2	Calaveras, Mariposa, and Tuolumne counties.	Vernally mesic soils, often disturbed or clay, in lower montane coniferous forests, meadows, and seeps. 1,970 – 6,560 feet amsl.	April - July	Absent	This species was not observed during protocol-level surveys conducted within the species' identification period. There are 3 CNDDB record within a 10-mile radius of the BSA, the nearest located approximately 2.75 miles northeast of the BSA.
Dwarf downingia *Downingia pusilla*	--/--/2B.2	Amador, Fresno, Merced, Napa, Placer, Sacramento, San Joaquin, Solano, Sonoma, Stanislaus, Tehama, and Yuba counties.	Vernal pools and valley and foothill grasslands with mesic soils. 3 – 1,460 feet amsl.	March - May	Absent	This species was not observed during protocol-level surveys conducted within the species' identification period. There are no CNDDB records within a 10-mile radius of the BSA.

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Common and Scientific Name	Legal Status[1] Federal/State/ CNPS	Distribution within California	Habitat Association	Identification Period	Species Present/ Absent	Rationale
Tuolumne button-celery *Eryngium pinnatisectum*	--/--/1B.2	Amador, Calaveras, Sacramento, Sonoma, and Tuolumne counties.	Mesic soils in cismontane woodlands, lower montane coniferous forests, and vernal pools. 230 – 3,000 feet amsl.	May - August	Absent	This species was not observed during protocol-level surveys conducted within the species' identification period. There is 1 CNDDB record within a 10-mile radius of the BSA, located approximately 7.59 miles northwest of the BSA.
Spiny-sepaled button-celery *Eryngium spinosepalum*	--/--/1B.2	Contra Costa, Fresno, Kern, Madera, Merced, San Luis Obispo, Stanislaus, Tulare, and Tuolumne counties.	Vernal pools and valley and foothill grasslands. 260 – 3,195 feet amsl.	April - June	Absent	This species was not observed during protocol-level surveys conducted within the species' identification period. There are no CNDDB records within a 10-mile radius of the BSA.
Slender-stemmed monkeyflower *Erythranthe filicaulis*	--/--/1B.2	Mariposa and Tuolumne counties.	Vernally mesic soils in cismontane woodlands, lower montane coniferous forests, meadows and seeps, and upper montane coniferous forests. 2,950 – 5,740 feet amsl.	April - August	Absent	No suitable habitat for this species is present within the BSA. The BSA is below this species' elevational range. This species was not observed during protocol-level surveys conducted within the species' identification period. There are 9 CNDDB record within a 10-mile radius of the BSA, the nearest located approximately 4.21 miles east of the BSA.
Parry's horkelia *Horkelia parryi*	--/--/1B.2	Amador, Calaveras, El Dorado, Mariposa, and Tuolumne counties.	Ione formation and other soils in chaparral and cismontane woodland. 260 – 3,510 feet amsl.	April - September	Absent	This species was not observed during protocol-level surveys conducted within the species' identification period. There are 11 CNDDB record within a 10-mile radius of the BSA, the nearest located approximately 3.64 miles east of the BSA.

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Common and Scientific Name	Legal Status[1] Federal/State/ CNPS	Distribution within California	Habitat Association	Identification Period	Species Present/ Absent	Rationale
Congdon's lomatium *Lomatium congdonii*	--/--/1B.2	Calaveras, Mariposa, and Tuolumne counties.	Serpentinite soils on chaparral and cismontane woodlands. 985 – 6,890 feet amsl.	March - June	Absent	No suitable habitat for this species is present within the BSA. This species was not observed during protocol-level surveys conducted within the species' identification period. There is 1 CNDDB record within a 10-mile radius of the BSA, located approximately 5.19 miles northwest of the BSA.
Shaggyhair lupine *Lupinus spectabilis*	--/--/1B.2	Mariposa and Tuolumne counties.	Serpentinite soils in chaparral and cismontane woodlands. 850 – 2,700 feet amsl.	April - May	Absent	No suitable habitat for this species is present within the BSA. This species was not observed during protocol-level surveys conducted within the species' identification period. There are 26 CNDDB record within a 10-mile radius of the BSA, the nearest located approximately 2.52 miles southeast of the BSA.
Layne's ragwort *Packera layneae*	FT/SR/1B.2	Butte, El Dorado, Tuolumne, and Yuba counties.	Serpentine or gabbroic, rocky soils in chaparral, cismontane woodlands. 650 – 3,560 feet amsl.	April - August	Absent	No suitable habitat for this species is present within the BSA. This species was not observed during protocol-level surveys conducted within the species' identification period. There are no CNDDB records within a 10-mile radius of the BSA.
Eel-grass pondweed *Potamogeton zosteriformis*	--/--/2B.2	Contra Costa, Lake, Lassen, Modoc, and Shasta counties.	Marshes and swamps (assorted freshwater). 0 – 6,100 feet amsl.	June - July	Absent	No suitable habitat for this species is present within the BSA. This species was not observed during protocol-level surveys. There are no CNDDB records within a 10-mile radius of the BSA.

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Common and Scientific Name	Legal Status[1] Federal/State/ CNPS	Distribution within California	Habitat Association	Identification Period	Species Present/ Absent	Rationale
Hartweg's golden sunburst *Pseudobahia bahiifolia*	FE/SE/1B.1	Fresno, Madera, Merced, Stanislaus, Tuolumne, and Yuba counties.	Often acidic, clay soils in cismontane woodlands and valley and foothill grasslands. 50 – 490 feet amsl.	March - April	Absent	No suitable habitat for this species is present within the BSA. The BSA is above this species' elevational range. This species was not observed during protocol-level surveys conducted within the species' identification period. There are no CNDDB records within a 10-mile radius of the BSA.
California beaked-rush *Rhynchospora californica*	--/--/1B.2	Butte, Marin, Napa, and Sonoma counties.	Bogs and fens, lower montane coniferous forests, meadows and seeps, and marshes and freshwater swamps. 140 – 3,310 feet amsl.	May - July	Absent	This species was not observed during protocol-level surveys conducted within the species' identification period. There are no CNDDB records within a 10-mile radius of the BSA.
Brownish beaked-rush *Rhynchospora capitellata*	--/--/2B.2	Butte, El Dorado, Mariposa, Nevada, Plumas, Sonoma, Tehama, Trinity, and Yuba counties.	Mesic soils in lower montane coniferous forests, meadows and seeps, marshes and swamps, and upper montane coniferous forests 145 – 6,560 feet amsl.	July – August	Absent	This species is perennial and would have been detectable during surveys. This species was not observed during protocol-level surveys. There is 1 CNDDB record within a 10-mile radius of the BSA, located approximately 9.83 miles northeast of the BSA.
Red Hills ragwort *Senecio clevelandii* var. *heterophyllus*	--/--/1B.2	Tuolumne County.	Serpentinite seeps in cismontane woodland. 850 – 1,260 feet amsl.	May - July	Absent	No suitable habitat for this species is present within the BSA. The BSA is above this species' elevational range. This species was not observed during protocol-level surveys conducted within the species' identification period. There are no CNDDB records within a 10-mile radius of the BSA.

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[1] Status explanations:

-- = no listing.

Federal
FT = listed as threatened under the federal Endangered Species Act.
FE = listed as endangered under the federal Endangered Species Act.

State
SE = listed as endangered under the California Endangered Species Act.
SR = listed as rare under the California Endangered Species Act.

California Native Plant Society
1B = List 1B species: rare, threatened, or endangered in California and elsewhere.
2B = List 2B species: rare, threatened, or endangered in California but more common elsewhere.
0.1 = Seriously threatened in California (over 80% of occurrences threatened/high degree and immediacy of threat)
0.2 = Moderately threatened in California (20%-80% occurrences threatened/ moderate degree and immediacy of threat)

[2]Rationale includes an effects determination under the FESA for all federally listed species
Source: USFWS 2020, CDFW 2020, and CNPS 2020

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Table 3-5. Special-status Wildlife with the Potential to Occur in the Vicinity of the Project

Common Name Scientific Name	Legal Status[1] Federal/State	Distribution within California	Habitat Requirements	Habitat Present/ Absent	Rationale
Amphibians					
California tiger salamander *Ambystoma californiense*	FT/ST	Central Valley, including Sierra Nevada foothills up to 1,500 feet and Coastal regions from Butte County south to Santa Barbara County.	Breeds in temporary ponds formed from rain associated with annual grassland. May also occur in hardwood forest, but less common. Adult life is mostly subterranean in burrows, rock cracks and other structures. Seasonal movements associated with breeding are usually up to 1.25 miles.	Habitat Absent	No suitable habitat for this species is present within the BSA. The BSA is outside this species' known range. This species was not observed during the wildlife surveys. There are no CNDDB records within a 10-mile radius of the BSA.
Limestone salamander *Hydromantes brunus*	--/ST, FP	Limited to areas along the Merced River and its tributaries in Mariposa County from 836 – 2,624 feet amsl.	Occurs in mixed chaparral habitats, sometimes in limestone rock outcrops on north and east facing slopes. Active on the surface from November – March. May seek refuge under logs, rocks and other surface objects. May also use limestone caverns, talus, or large rock fissures outside of the surface activity pattern.	Habitat Absent	No suitable habitat for this species is present within the BSA. The BSA is outside this species' known range. This species has a very limited range and is endemic only to steep north and east-facing slopes along the lower Merced River Canyon and its immediate tributaries. While Maxwell Creek is a tributary to Merced River, the BSA is separated from the Merced River Canyon by mountain terrain. This species was not observed during the wildlife surveys. There are 4 CNDDB records within a 10-mile radius of the BSA, the nearest located approximately 7.71 miles east of the BSA.

Common Name Scientific Name	Legal Status[1] Federal/State	Distribution within California	Habitat Requirements	Habitat Present/ Absent	Rationale
Foothill yellow-legged frog *Rana boylii*	--/SCT, SSC	Throughout North and South Coast Ranges south to the Transverse Range, across northern California to the west slope of the Cascade Range, and south through the foothills of the Sierra Nevada to Tehachapi Creek, Kern County, up to 6,370 feet amsl.	Forest streams and rivers with sunny, sandy, and rocky banks, deep pools, and shallow riffles. Spends most of its time along streams, but may move up to 165 feet from the edge of aquatic habitat.	Habitat Present	Suitable breeding (rocky streams) and dispersal habitat for this species is present within the BSA in Maxwell Creek. This species was not observed during the wildlife surveys. There are 5 CNDDB records within a 10-mile radius of the BSA, the nearest located approximately 4.65 miles south of the BSA.
California red-legged frog *Rana draytonii*	FT/SSC	Along the coast and coastal mountain ranges of California from Marin County to San Diego County, and in the Sierra Nevada from Tehama County to Fresno County. Usually occurs below 4,000 feet amsl.	Permanent and semi-permanent aquatic habitats, such as creeks and cold water ponds, with emergent and submergent vegetation; may aestivate in rodent burrows or cracks during dry periods.	Habitat Present	Suitable breeding and dispersal habitat for this species is present within the BSA in Maxwell Creek. Breeding habitat in Maxwell Creek occurs where pools are deep enough to support breeding habitat for this species. Emergent vegetation in the creek is very limited, which consists primarily of roots from trees and other vegetation growing out of rocky bedrock and cobble. Additionally, there are several ponds within 1 mile of the BSA that could provide breeding habitat for this species. This species was not observed during the wildlife surveys. There are no CNDDB record within a 10-mile radius of the BSA. However, there is a non-CNDDB occurrence from 1992 located approximately 1.7 miles from the BSA (Barry and Fellers 2013). ***May effect, not likely to adversely affect.***

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Common Name Scientific Name	Legal Status[1] Federal/State	Distribution within California	Habitat Requirements	Habitat Present/ Absent	Rationale
Sierra Nevada yellow-legged frog *Rana sierrae*	FE/ST	Occurs in the Sierra Nevada from Plumas County to Fresno County from 4,500 – 12,000 feet amsl.	Streams, lakes, ponds in montane riparian, lodgepole pine, subalpine conifer and wet meadow habitats. Tadpoles may require two over-wintering periods to complete aquatic development which requires overwintering bodies of water that will not freeze during the winter (not less than 5.6 feet). Adults typically do not move more than 82 feet from aquatic habitat, but may move up to 984 feet between lakes in high alpine landscapes (USFWS 2016).	Habitat Absent	No suitable habitat for this species is present within the BSA. The BSA is outside this species' known range. This species was not observed during the wildlife surveys. There are no CNDDB records within a 10-mile radius of the BSA.
Western spadefoot *Spea hammondii*	--/SSC	Sierra Nevada foothills, Central Valley, Coast Ranges, coastal counties in southern California	Shallow streams with riffles and seasonal wetlands, such as vernal pools in annual grasslands and oak woodlands.	Habitat Present	Suitable breeding and dispersal habitat for this species is present within the BSA in Maxwell Creek. This species was not observed during the wildlife surveys. There are no CNDDB records within a 10-mile radius of the BSA.
Reptiles					
Western pond turtle *Actinemys marmorata*	--/SSC	Populations extend throughout the coast and central valley of California.	Thoroughly aquatic turtle of ponds, marshes, rivers, streams and irrigation ditches with aquatic vegetation, below 6,000 feet amsl. Require soil up to 4 inches deep for egg-laying. Females will travel overland up to approximately 325 feet to lay eggs.	Habitat Present	Suitable habitat for this species is present within the BSA in Maxwell Creek. This species was observed approximately 1.3 mile southwest of the BSA during the California red-legged frog habitat assessment in Blacks Creek. Blacks Creek is a tributary to Maxwell Creek. Additionally, there are 5 CNDDB records within a 10-mile radius of the BSA, the nearest located approximately 7.60 miles west of the BSA.

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Common Name Scientific Name	Legal Status[1] Federal/State	Distribution within California	Habitat Requirements	Habitat Present/ Absent	Rationale
Birds					
Tricolored blackbird *Agelaius tricolor*	--/SE	Largely endemic to California; permanent residents in the Central Valley from Butte County to Kern County; at scattered coastal locations from Marin County south to San Diego County; breeds at scattered locations in Lake, Sonoma, and Solano Counties; rare nester in Siskiyou, Modoc, and Lassen Counties. Sacramento-San Joaquin Valleys and low foothills of coast ranges and Sierra Nevada	Nests in dense colonies in emergent marsh vegetation, such as tules and cattails, or upland sites with blackberries, nettles, thistles, and grainfields; nesting habitat must be large enough to support 50 pairs; probably requires water at or near the nesting colony; requires large foraging areas, including marshes, pastures, agricultural wetlands, dairies, and feedlots, where insect prey is abundant.	Habitat Absent	No suitable habitat for this species is present within the BSA. This species was not observed during the wildlife surveys. There are no CNDDB records within a 10-mile radius of the BSA.
Golden eagle *Aquila chrysaetos*	--/FP	Foothills and mountains through-out California; uncommon nonbreeding visitor to lowlands such as the Central Valley. Concentrated in the Central Valley and coastal valleys.	Cliffs and escarpments or tall trees for nesting; annual grasslands, chaparral, and oak wood-lands with plentiful medium and large-sized mammals for prey.	Habitat Present	Suitable foraging habitat for this species is present within the BSA in Maxwell Creek. This species was observed on April 5, 2018 in flight above the BSA. Nesting habitat is present in tall trees that overlook the BSA, but it is unlikely to nest in the BSA. Golden eagle occurrences are not recorded by CNDDB.

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Common Name Scientific Name	Legal Status[1] Federal/State	Distribution within California	Habitat Requirements	Habitat Present/ Absent	Rationale
Burrowing owl *Athene cunicularia*	--/SSC	Lowlands throughout California, including the Central Valley, northeastern plateau, southeastern deserts, and coastal areas; rare along south coast. Central and southern costal habitats and Central Valley.	Annual and perennial grasslands, deserts, and scrublands characterized by low-growing vegetation. Dependent upon burrowing mammals (especially California ground squirrel) for burrows and other refugia, such as culverts.	Habitat Absent	No suitable habitat for this species is present within the BSA. This species was not observed during the wildlife surveys. There are no CNDDB records within a 10-mile radius of the BSA.
Bald eagle *Haliaeetus leucocephalus*	FD/SE, FP	Nests in Siskiyou, Modoc, Trinity, Shasta, Lassen, Plumas, Butte, Tehama, Lake, and Mendocino Counties and the Lake Tahoe Basin. Winter range includes the rest of California, except the southeastern deserts, very high altitudes in the Sierra Nevada, and east of the Sierra Nevada south of Mono County.	In western North America, nests and roosts in coniferous forests are usually within 1 mile of a lake, reservoir, stream, or the ocean. Prefers ponderosa pine with open branch work in stands with less than 40% canopy.	Habitat Present	Suitable foraging habitat for this species is present within the BSA. While large coniferous trees are located in the BSA along Maxwell Creek, this species is more likely to occur nesting closer to large reservoirs in the area, which are stocked with fish. This species or stick nests were not observed during the wildlife surveys. There is 1 CNDDB record within a 10-mile radius of the BSA, which is located approximately 9.84 miles west of the BSA.
California spotted owl *Strix occidentalis occidentalis*	--/SSC	Sierra Nevada from Lassen County south to northern Kern County; occurs in localized areas of the Transverse and Peninsular Ranges of southern California.	Mature forests with permanent water and suitable nesting trees and snags; in southern California, nearly always associated with oak and oak-conifer habitats.	Habitat Present	Suitable nesting and foraging habitat for this species is present within the BSA. This species could nest in the blue oak – foothill pine woodlands in the BSA. This species was not observed during the wildlife surveys. There are known records of this species within two miles of the BSA to the east along Dogtown Road.
Great gray owl *Strix nebulosa*	--/SE	Permanent resident in the Sierra Nevada in portions of Tuolumne, Mariposa, Madera, and Fresno counties from 4,500 – 7,500 feet amsl.	Associated with old-growth coniferous forests usually associated with meadows: red fir, Jeffrey pine, and lodge pole pine dominates. Nesting typically occurs in broken top snags of dead trees including oak trees, usually 24 inch diameter at breast height for nesting. Does not build nests, but may use old hawk or eagle nests. Forages in meadows.	Habitat Absent	No suitable habitat for this species is present within the BSA. The BSA is dominated by a blue oak – foothill pine woodland, which does not provide habitat for this species. This species was not observed during the wildlife surveys. There are 4 CNDDB records within a 10-mile radius of the BSA, the nearest located approximately 5.91 miles northeast of the BSA.

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Common Name Scientific Name	Legal Status[1] Federal/State	Distribution within California	Habitat Requirements	Habitat Present/ Absent	Rationale
Least Bell's vireo *Vireo bellii pusillus*	FE/SE	Breeds from California, where range has severely contracted from historic distribution in Tehama County, south through Central Valley, coastal Santa Clara County, San Diego County, and Owens Valley, Death Valley, and scattered oases in Mojave Desert to south Nevada.	Wide variety of shrubs and small trees for habitat and nest-building; usually dense, low, shrubby vegetation characteristic of early successional stages in riparian areas, brushy fields, young second-growth forest or woodland, scrub oak, coastal chaparral, and mesquite brushlands.	Habitat Absent	No suitable habitat for this species is present within the BSA. This species was not observed during the wildlife surveys. There is 1 CNDDB record within a 10-mile radius of the BSA, located approximately 6.64 miles southwest of the BSA.
Mammals					
Pallid bat *Antrozous pallidus*	--/SSC	Occurs throughout California except for the high Sierra Nevada.	Deserts, grasslands, shrubland, woodlands and forests. Most common in open, dry habitats with rocky areas for roosting, may also roost in bridges.	Habitat Present	Suitable roosting and foraging habitat for this species is present within the BSA. Rocky outcrops and the bridge structure with open areas for foraging provide habitat for this species in the BSA. This species was not observed during the wildlife surveys. There are no CNDDB records within a 10-mile radius of the BSA.
Ringtail *Bassariscus astutus*	--/FP	Sierra Nevada, Coast Ranges, and the Central Valley; upper and middle portions of the Sacramento River, Feather River, and Bobelaine Sanctuary in Yuba County.	Riparian forests, chaparral, brushlands, oak woodlands, and rocky hillsides with crevices and tree hollows 3 inches in diameter or greater. Avoids open space and moves from tree to tree or along structures. Omnivorous and will feed on berries such as toyon or mistletoe leaves and berries and will vary depending on the seasons and food availability.	Habitat Present	Suitable habitat for this species is present within the BSA. The BSA is dominated by a blue oak – foothill pine woodlands, which provides habitat for this species. Fruit bearing shrubs and vines and small mammal prey provide forage for this species. Dead trees with cavities in the BSA also provide refugia for this species, in addition to rocky outcrops that dominate the landscape. This species was not observed during the wildlife surveys. Ringtail occurrences are not recorded by CNDDB.

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Common Name Scientific Name	Legal Status[1] Federal/State	Distribution within California	Habitat Requirements	Habitat Present/ Absent	Rationale
Townsend's big-eared bat *Corynorhinus townsendii*	--/SSC	Klamath Mountains, Cascades, Sierra Nevada, Central Valley, Transverse and Peninsular Ranges, Great Basin, and the Mojave and Sonora Deserts.	May roost in caves, mines, tunnels, or other man-made structures. Mesic habitats; gleans insects from brush or trees and feeds along habitat edges. This species is extremely sensitive to disturbance, and a single visit may result in abandonment of the roost.	Habitat Absent	No suitable roosting habitat for this species is present within the BSA. Townsend's big eared bat is very sensitive to human disturbance, therefore the bridge and rocky outcrops located along Dogtown Road, a busy rural residential road, would not represent roosting habitat for this species. This species was not observed during the wildlife surveys. There are 2 CNDDB records within a 10-mile radius of the BSA, the nearest located approximately 8.52 miles northeast of the BSA.
Western mastiff bat *Eumops perotis californicus*	--/SSC	Occurs along the eastern San Joaquin Valley from El Dorado County, through Kern County; also found along the south Coast, Peninsular, and Transverse Ranges, from San Francisco to the Mexico border.	Roosts and breeds in deep, narrow rock crevices; may also use crevices in trees, buildings, and tunnels; forages in a variety of semiarid to arid habitats.	Habitat Absent	No suitable roosting habitat for this species is present within the BSA. The forest within the BSA is dense and this species prefers more open sites with higher roosting sites that it can take flight from. This species was not observed during the wildlife surveys. There are no CNDDB records within a 10-mile radius of the BSA.
Western red bat *Lasiurus blossevillii*	--/SSC	Breeding range extends from Shasta County to the Mexican border, west of the Sierra Nevada/Cascade crest and deserts. Winter range includes western lowlands and coastal regions south of San Francisco Bay.	Roosts in foliage at tops of trees in forests and woodlands, from sea level up through mixed conifer forests. Roosts primarily in trees, but occasionally in shrubs often in habitats adjacent to streams or meadows.	Habitat Present	Suitable roosting and foraging habitat for this species is present within the BSA. Riparian trees along the creek represent roosting habitat for this species. This species was not observed during the wildlife surveys. There are 2 CNDDB records within a 10-mile radius of the BSA, the nearest located approximately 8.17 miles northwest of the BSA
Sierra Nevada red fox *Vulpes vulpes necator*	FC/ST	Throughout high elevations of the Sierra Nevada from Tulare County northward to Sierra County, and from Mount Shasta and Lassen Peak westward to the Trinity Mountains in Trinity County. Elevational range is generally between 4,000 feet and 12,000 feet.	High elevation barren, conifer and shrub habitats; montane meadows; subalpine woodlands and fell-fields. May hunt in forest openings, meadows, and barren rocky areas. Dens are likely to be in talus slopes and rock slides; may use earthen dens, or boulder piles.	Habitat Absent	No suitable habitat for this species is present within the BSA. The BSA is outside this species' known range. This species was not observed during the wildlife surveys. There is 1 CNDDB record within a 10-mile radius of the BSA, which is located approximately 9.28 miles northeast of the BSA.

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Common Name Scientific Name	Legal Status[1] Federal/State	Distribution within California	Habitat Requirements	Habitat Present/ Absent	Rationale
Fish					
Kern Brook lamprey *Entosphenus hubbsi*	--/SSC	Kern and Merced Counties. Considered to be extirpated from Merced County.	Silty backwaters of large rivers in the foothills regions. Prefers low gradient streams in water that rarely exceeds 25 degrees Celsius in the summer.	Habitat Absent	No suitable habitat for this species is present within the BSA. The BSA occurs outside this species' known range. This species was not observed during the wildlife surveys. There are no CNDDB records within a 10-mile radius of the BSA.
Delta smelt *Hypomesus transpacificus*	FT/SE	Sacramento River–San Joaquin River Delta.	Euryhaline (fresh and brackish water) estuary channels; spawning habitats consist of side channels and sloughs in the middle reaches of the Delta.	Habitat Absent	No suitable habitat for this species is present within the BSA. The BSA does not occur within the Delta region. This species was not observed during the wildlife surveys. There are no CNDDB records within a 10-mile radius of the BSA. ***No effect.***
San Joaquin roach *Lavinia Hesperoleucus symmetricus* ssp. *1*	--/SSC	Tributaries of the San Joaquin River, south of the Cosumnes River.	Freshwater fish that is adapted to warm water in intermittent or seasonal streams. Populations can become dense in isolated pools. Tolerant of low dissolved oxygen and large range of temperatures. Intolerant of saline water.	Habitat Present	Suitable habitat for this species is present within the BSA. Warm water fish species were observed in Maxwell Creek, which include Sacramento sucker and Central California roach. Maxwell Creek is a warm water stream with intermittent flow and pools, which is ideal habitat for this species. There are 2 CNDDB record a within a 10-mile radius of the BSA, the nearest located approximately 7.82 miles northwest of the BSA.

[1] **Status explanations:**

-- = no listing.

Federal
FE = listed as endangered under the federal Endangered Species Act.
FT = listed as threatened under the federal Endangered Species Act.
FD = removed from federal Endangered Species Act list

State
SE = listed as endangered under the California Endangered Species Act.
ST = listed as threatened under the California Endangered Species Act.
FP = designated as a fully protected species under the CFGC.
SC = State candidate threatened.
SSC = State species of special concern.

[2]Rationale includes an effects determination under the FESA for all federally listed species identified on the IPaC species list.
Source: USFWS 2020 and CDFW 2020.

Attachment: FINAL Dogtown_CEQA_ISMND UPDATED (RES-2021-47 : Adopt a Mitigated Negative

Appendix E. Tree Survey Datasheets

Attachment: FINAL Dogtown_CEQA_ISMND UPDATED (RES-2021-47 : Adopt a Mitigated Negative Declaration for Dogtown Road Bridges 38 &

Attachment: FINAL Dogtown_CEQA_ISMND UPDATED (RES-2021-47 : Adopt a Mitigated Negative

Tree Survey Data Sheet

Project: Dogtown Bridge #39 **Surveyor(s):** Patrick Martin and Callen Keller **Date:** 5/10/2018

Weather: Sunny, 80 degrees, calm **Location:** Coulterville, CA **Time:** 0800 to 1630

Tree #	**Tree Species**	**DBH (inches)**	**Riparian** Yes/No	**Impact** Removed/Trimmed	**Tree Notes:** Trunk (Single or Multi-trunk)	**Notes** (Include tree health and nests or cavities for wildlife)
T-1	Interior live oak (*Quercus wislizeni*)	13,9	N	Trimmed	Multi-trunk	Healthy.
T-2	Oregon ash (*Fraxinus latifolia*)	6,6	Y	Trimmed	Multi-trunk	Healthy, rooted on bank of the creek bank.
T-3	Oregon ash (*Fraxinus latifolia*)	2,5,5	Y	Trimmed	Multi-trunk	Healthy, rooted on bank of the creek bank.
T-4	Blue oak *(Quercus douglasii)*	20	N	Trimmed	Single	Healthy.
T-5	California juniper *(Juniperus californica)*	13,13,15,4	N	Trimmed	Multi-trunk	Healthy.
T-6	Oregon ash (*Fraxinus latifolia*)	2	Y	Trimmed	Single	Healthy, rooted on bank of the creek bank.
T-7	Goodding's willow *(Salix gooddingii)*	5,2,1,1	Y	Removed	Multi-trunk	Healthy, rooted on bank of the creek bank.
T-8	Interior live oak (*Quercus wislizeni*)	7,3	N	Removed	Multi-trunk	Bad healthy.
T-9	Interior live oak (*Quercus wislizeni*)	9,4	N	Removed	Single	Bad healthy.
T-10	Interior live oak (*Quercus wislizeni*)	9	N	Removed	Single	Healthy.
T-11	Interior live oak (*Quercus wislizeni*)	18	N	Removed	Single	Healthy.
T-12	Interior live oak (*Quercus wislizeni*)	7	N	Removed	Single	Healthy.
T-13	Blue oak *(Quercus douglasii)*	9	N	Removed	Single	Healthy.
T-14	Interior live oak (*Quercus wislizeni*)	3,2,2,1	N	Trimmed	Single	Healthy.
T-15	Goodding's willow *(Salix gooddingii)*	10	Y	Trimmed	Single	Broken top, rooting in the creek.

Tree #	Tree Species	DBH (inches)	Riparian Yes/No	Impact Removed/Trimmed	Tree Notes: Trunk (Single or Multi-trunk)	Notes (Include tree health and nests or cavities for wildlife)
T-16	Interior live oak (*Quercus wislizeni*)	3,2,2,2	N	Trimmed	Single	Healthy.
T-17	Interior live oak (*Quercus wislizeni*)	5,5,4,3,2	N	Trimmed	Multi-trunk	Healthy.
T-18	Interior live oak (*Quercus wislizeni*)	5,4,2	N	Trimmed	Multi-trunk	Healthy.
T-19	Gray pine (*Pinus sabiniana*)	25	N	Trimmed	Single	Healthy.
T-20	Blue oak *(Quercus douglasii)*	30	N	Trimmed	Single	Healthy.
T-21	Blue oak *(Quercus douglasii)*	14	N	Trimmed	Single	Healthy.
T-22	Gray pine (*Pinus sabiniana*)	4	N	Removed	Single	Healthy.
T-23	Interior live oak (*Quercus wislizeni*)	7	N	Trimmed	Single	Healthy.
T-24	Interior live oak (*Quercus wislizeni*)	4	N	Trimmed	Single	Healthy.
T-25	Gray pine (*Pinus sabiniana*)	14	N	Removed	Multi-trunk	Healthy.
T-26	Interior live oak (*Quercus wislizeni*)	3,3,1	N	Removed	Multi-trunk	Healthy.
T-27	Interior live oak (*Quercus wislizeni*)	2,2	N	Removed	Multi-trunk	Healthy.

* Trees not physically tagged in field. Tree # refers to inventory # used when marking locations with GPS unit.

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APPENDIX B. Mitigation Monitoring and Reporting Program

In accordance with the California Environmental Quality Act (CEQA), the Mariposa County Public Works Department (County) prepared a draft initial study/proposed mitigated negative declaration (IS/MND) in September 2020 to provide the public and responsible and trustee agencies with information regarding the potential environmental impacts associated with the replacement of two existing bridges (#40C0038 & #40C0039) on Dogtown Road. Replacement of the bridges is required to ensure current safety and design standards for bridges and roadways are maintained. All of the mitigation measures listed herein are the same as those identified in the final IS/MND

The IS/MND concludes that implementation of the proposed project would generate significant and potentially significant adverse effects on the environment, however The IS/MND identifies feasible mitigation measures that avoid, mitigate, or reduce these impacts to a less-than-significant level.

Section 21081.6(a)(1) of the California Public Resources Code (PRC) and Section 15097 of the State CEQA Guidelines require a public agency to adopt a reporting and monitoring program on the revisions which it has required in the project and the measures it has imposed to mitigate or avoid significant environmental impacts on the physical environment.

This Mitigation Monitoring and Reporting Program (MMRP) provided below in **Table B-1** will be used by the County to ensure that mitigation measures identified in the IS/MND are implemented as described and that their implementation is documented. The MMRP may be modified by the County during project implementation, as necessary, in response to changing conditions or other refinements.

The MMRP is presented in tabular format. The table columns contain the following information:

- **Mitigation Number:** Lists the mitigation measures by number, as designated in the MND.
- **Mitigation Measure:** Provides the text of the mitigation measures, each of which has been adopted and incorporated into the project.
- **Timing/Schedule:** Lists the time frame in which the mitigation measure is expected to take place.
- **Implementation Responsibility:** Identifies the entity responsible for implementing the mitigation measure.
- **Completion of Implementation:** The County are responsible for reporting on implementation of the mitigation measures. The “Completion of Implementation” column is to be used by the County to indicate when implementation of a mitigation measure has been completed. The County, at its discretion, may delegate implementation responsibility or portions thereof to qualified consultants or contractors.

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Table B-1. Mitigation Monitoring and Reporting Plan for the Dogtown Road over Maxwell Creek Bridge (#40C0038 & #40C0039) Replacement Projects.

Mitigation Number	Mitigation Measure	Timing/Schedule	Implementation Responsibility	Completion of Implementation
BIOLOGICAL RESOURCES & HYDROLOGY AND WATER QUALITY				
BIO-1	**Conduct Species Preconstruction Surveys** Prior to ground disturbing activities, a CDFW and/or USFWS qualified/approved biologist(s) shall conduct preconstruction surveys for special-status species and habitats in and adjacent to the proposed project site. The CDFW and/or the USFWS shall be notified within 24 hours if any unanticipated listed species are identified during these surveys. Preconstruction surveys include the following: **Special Status Amphibians.** A qualified 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 BSAs. 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 BSAs. All potential habitat features in the BSAs, 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 qualified 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 BSAs. All potential habitat features in the BSAs 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 BSAs 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. Any species observed shall be allowed to voluntarily move outside of the work area on its own volition. If egg masses or tadpoles of 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. 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. Once the biologist has determined that all 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. construction personnel shall attend a mandatory environmental	Before and During Construction Activities	County / Construction Contractor	

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	education program delivered by an approved biologist prior to working on the proposed project. The training shall include: a description of protected biological resources including identification of special-status species and habitats that may occur within the proposed project construction area; an explanation of the status of these species and habitats and their protection under the Endangered Species Act and other laws; the measures to be implemented to conserve listed species and their habitats as they relate to the work site; descriptions of the boundaries within which construction may occur; and, all of the mitigation measures and BMPs to be followed during project implementation. If new construction personnel are added to the proposed project, they must receive the mandatory training before starting work. **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 Maxwell Creek and within the proposed project footprint, as well as up-stream and down-stream from the project footprints and up to 1,300 feet from the stream channel in undeveloped upland habitats where access permits. For surveys outside the project footprints where access is not permitted, the surveying biologist shall use binoculars to scan up-stream, down-stream, 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. **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 footprints. Surveys for raptors' nests should also extend 1,250 feet from the project footprints to ensure that nesting raptors are not affected by construction disturbances. For raptor surveys outside the project footprints 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			

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	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. **Bats.** If construction is scheduled between April and September, before construction begins, a qualified biologist will survey trees and rocky outcrops within the project footprints 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. If snags, hollow trees, or other trees with suitable cavities are found, they will be examined for roosting bats. Rocky outcrops in the BSAs will also be examined. If bats are not found and there is no evidence of use by bats, construction may proceed. 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. **Special Status Mammals.** The following measures shall be implemented to minimize or avoid potential impacts to special-status mammal species: • A qualified biologist shall conduct a preconstruction survey for special-status mammals and active special-status mammal nests or dens within the BSAs. • For surveys in inaccessible areas, the biologist shall use binoculars to scan any suitable denning substrate for potential individuals or nests/dens. • The preconstruction survey shall be conducted no more than 14 days before the initiation of construction activities. • If no active nests/dens are found during the preconstruction surveys, then no additional mitigation is required. • If an active special-status mammal nest/den is identified within the BSAs, a no-disturbance buffer shall be established around the nest/den to avoid disturbance of the nesting/denning mammal until a qualified biologist determines that the young have dispersed. The extent of these buffers shall be determined by the biologist and shall depend on the species identified, level of noise or construction disturbance, line-of-sight between the den and the disturbance, ambient levels of noise and other disturbances, and other topographical or artificial barriers. • If any non-denning species are observed in the BSAs before or during construction, the species will be allowed to move out of harm's way on its own.			
BIO-2	**Conduct Environmental Awareness Training** Before any work occurs in the project footprints, 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 projects, they must receive the mandatory training before starting work. The training shall be provided to all personnel and will discuss sensitive resources (i.e., waters of the U.S. and State, 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	Before and During Construction Activities	County / Construction Contractor	

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	federal agencies to protect these resources.			
BIO-3	**Install Temporary Fencing around Environmentally Sensitive Habitat** Final proposed project construction drawings will identify the locations of temporary fencing around environmentally sensitive habitat areas to ensure that sensitive resources proposed for avoidance (waters of the U.S. and State, riparian vegetation, special-status species habitat, etc.) will be protected during construction activities. 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 footprints, as appropriate. Construction personnel and construction activity shall avoid areas identified as environmentally sensitive by the fencing/flagging. 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.	Before and During Construction Activities	County / Construction Contractor	
BIO-4	**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 netting, hydroseeding, and revegetation.	During and After Construction Activities	County / Construction Contractor	
BIO-5	**Implement Water Quality Best Management Practices** Before any ground-disturbing activities, the County shall ensure the construction contractor (as part of the construction specifications) implements erosion control measures and construction waste containment measures to ensure that waters of the state are protected during and after proposed project construction. The erosion control and construction waste containment measures shall: (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 storm water discharges and authorized non-storm water discharges from the proposed 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 erosion control and construction waste containment measures will require BMPs including, but not limited to: • Conduct ground disturbing activities adjacent to and within Maxwell Creek 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 Maxwell Creek, 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	Before and During Construction Activities	County / Construction Contractor	

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	habitat. • All machinery used during construction of the proposed 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. A spill response and control plan would be developed and implemented by the contractor.			
BIO-6	**Provide Escape Ramps or Cover Open Trenches** To avoid entrapment of wildlife, all excavated steep-walled holes or trenches more than 2 feet 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.	During Construction Activities	County / Construction Contractor	
BIO-7	**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 to between June 1 and October 15, unless 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.	During Construction Activities	County / Construction Contractor	
BIO-8	**Monitor during Dewatering Activities** Appropriate temporary cofferdams shall be used to dewater the construction site and divert water through the project footprints 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 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 site 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	During Construction Activities	County / Construction Contractor	

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	shall be present during the removal of dewatering materials.			
BIO-9	**Monitor during Ground Disturbance and Vegetation Removal** A qualified biological monitor will be present during all project activities requiring ground disturbance or vegetation 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 foothill yellow-legged frog, California red-legged frog, 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.	During Construction Activities	County / Construction Contractor	
BIO-10	**Install Catchment Tarps Prior to any Work Activity to the Bridges** Prior to any bridge demolition, decommissioning, or work activity within the channel floodway embankments, catchment tarps, or “bridge diapers” will be installed to ensure all construction debris is caught and removed daily from the work area.	Before and During Construction Activities	County / Construction Contractor	
BIO-11	**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 Maxwell 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.	During Construction Activities	County / Construction Contractor	
BIO-12	**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 sites 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 on the project sites shall be free of noxious weed seeds and propagules. • All equipment brought to the project sites for construction shall be thoroughly cleaned of all dirt and vegetation prior to entering the site, in order to prevent importing noxious weeds. • All material brought to the sites, including rock, gravel, road base, sand, and top soil, shall be free of noxious weed seeds and propagules.	During and After Construction Activities	County / Construction Contractor	
CULTURAL RESOURCES & TRIBAL CULTURAL RESOURCES				

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CUL-1	**Discovery of Cultural Resources during Ground-Disturbing Activities** To minimize the potential for significant impacts to undiscovered historical resources and unique archaeological resources during project-related ground-disturbing activities, the County and the construction contractor(s) shall implement the following: If a potentially significant historical or archaeological resource is encountered during subsurface construction activities (e.g., trenching, grading), all construction activities within a 50-foot radius of the identified potential resource shall cease until a qualified archaeologist evaluates the item for its significance and records the item on the appropriate State Department of Parks and Recreation forms. The archaeologist shall determine whether the item requires further study. If, after the qualified archaeologist conducts appropriate technical analyses, the item is determined to be significant under CEQA, the archaeologist shall recommend feasible mitigation measures, which may include avoidance, preservation in place or other appropriate measure, as outlined in Public Resources Code section 21083.2. Upon the County's approval of the recommended mitigation measures, the project proponent shall implement said measures. The County shall fund the costs of the qualified archaeologist and required analysis and shall include this mitigation measure in every construction contract to inform contractors of this requirement.	During Construction Activities	County / Construction Contractor	
CUL-2	**Accidental Finding of Human Remains** 1. If human remains are found, the California Health and Safety Code requires that excavation be halted in the immediate area and that the Mariposa County Coroner be notified to determine the nature of the remains. The Coroner is required to examine all discoveries of human remains within 48 hours of receiving notice of a discovery on private of State lands (California Health and Safety Code, Section 7050.5[b]). If the Coroner determines that the remains are those of a Native American, he or she must contact the Native American Heritage Commission (NAHC) by telephone within 24 hours of making that determination (California Health and Safety Code, Section 7050.5[c]). 2. Once notified by the Coroner, the NAHC shall identify the person it believes it the Most Likely Descendant (MLD) of the Native American remains. With permission of the legal landowner(s), the MLD may visit the site and make recommendations regarding the treatment and disposition of the human remains and any associated grave goods. This visit should be conducted with 24 hours of the MLD's notification by the NAHC (California Public Resources Code [PRC], Section 5097.98[a]). If a satisfactory agreement for treatment of the remains cannot be reached, any of the parties may request mediation by the NAHC (California PRC, Section 5097.94[k]). Should mediation fail, the landowner or landowner's representative must reinter the remains and associated items with appropriate dignity on the property in a location not subject to further subsurface disturbance (California PRC, Section 5097.98[b]).	During Construction Activities	County / Construction Contractor	
GEOLOGY AND SOILS				
GEO-1	**Avoid and Minimize Impacts to Paleontological Resources** In the event a paleontological or other geologically sensitive	During Construction	County / Construction	

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	resources (such as fossils or fossil formations) are identified during any phase of project development, all excavations within 100 feet of the find shall be temporarily halted until the find is examined by a qualified paleontologist, in accordance with Society of Vertebrate Paleontology standards. The paleontologist shall notify the appropriate representative at Mariposa County who shall coordinate with the paleontologist as to any necessary investigation of the find. If the find is determined to be significant under CEQA, the County shall implement those measures which may include avoidance, preservation in place, or other appropriate measures, as outlined in Public Resources Code Section 21083.2.	Activities	Contractor	
HAZARDS and HAZARDOUS MATERIALS & WILDFIRES				
HAZ-1	**Implement BMPs for Wildland Fire Prevention** The County shall ensure that the construction contractor will clear dried vegetation or other materials that could serve as fuel for combustion from construction or building areas. To the extent feasible, the contractor shall keep these areas clear of combustible materials to maintain a firebreak. Construction contractors shall ensure that any construction equipment that normally includes a spark arrester shall be equipped with an arrester in good working order. This includes, but is not limited to, vehicles, heavy equipment, and chainsaws.	During Construction Activities	County / Construction Contractor	
NOISE				
NOS-1	**Construction Noise Reducing Best Management Practices** The County shall ensure the construction contractor implement the following construction noise reducing measures. ▪ The construction contractor shall ensure that all noise producing construction activities, including warming-up or servicing equipment and any preparation for construction, shall be limited to the hours between 7:00 a.m. and 6:00 p.m. The construction contractor shall locate on-site equipment staging areas to maximize the distance between construction-related noise sources and noise sensitive receptors nearest the project site during construction. ▪ The construction contractor shall ensure that all equipment will have sound control devices that are no less effective than those provided on the original equipment. Further, pavement breakers and jackhammers shall also be equipped with acoustically attenuating shields or shrouds recommended by the manufacturers thereof. In lieu of or in the absence of manufacturers' recommendations, the Director of Public Works shall have the authority to prescribe such means of accomplishing maximum noise attenuation as deemed to be in the public interest, considering the available technology and economic feasibility.	During Construction Activities	County / Construction Contractor	
TRANSPORTATION				
TC-1	**Prepare and Implement a Traffic Detour and Control Plan** • At least one week prior to the commencement of work, the County's contractor' will be required to provide changeable message signs at each end of Dogtown Road to notify drivers of the upcoming project and potential delays. The contractor shall provide an informational sign at the entry points of the project identifying a contact person and phone number for any concerns or questions. • During project construction, the County's contractor	Before and During Construction Activities	County / Construction Contractor	

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	shall use standard cones and barricades to protect the public from entering the construction work area. The contractor will also install advance warning signs to alert approaching motorists of the work zones consistent with the most recent edition of the California Manual of Traffic Control Devices (MUTCD) for sign placement, etc. Advance warning signs may be reflective signs, changeable message boards, cones and barricades. The contractor shall provide flaggers as needed to temporarily hold traffic for staging equipment or construction. The work will be limited to 8 a.m. to 5 p.m., with weekend work if approved by Public Works; no work shall occur on national holidays. Flagging and other means of traffic control will be required to allow for the movement of traffic through the work zone. Cones, signing and flagging for traffic control shall conform to the requirements of the MUTCD. • Written notice to each affected homeowner along Dogtown Road shall be provided at least 2 weeks prior to the start of the construction phase.			

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MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2021-48

MEETING: January 26, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Second Amendment to Lease Agreement for Hornitos Grazing Lease and Authorize Chair to Sign

---

RECOMMENDATION AND JUSTIFICATION:
Approve the Second Amendment to a Lease Agreement with Carlos and Richard Ortiz for an additional Six months for Grazing Purposes in the Hornitos Area; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Staff recommends extending the Grazing Lease Agreement for an additional six months to allow staff time to evaluate this property and other County properties for possible sale.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Original lease agreement entered on September 10, 2013.

First amendment on February 25, 2020 for an additional year.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

FINANCIAL IMPACT:
None

ATTACHMENTS:
Hornitos-Graz lse First Amendment (PDF)
Hornitos Grazing Agt-Ortiz (PDF)
Hornitos-Graz lse Second Amendment (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

Attachment: Hornitos-Graz lse First Amendment (RES-2021-48 : Approve Second Amendment to Lease Agreement for Hornitos Grazing Lease

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT, made and entered into this ____ day of January, 2020 by and between the **COUNTY OF MARIPOSA**, hereinafter referred to as "**Lessor**", and **RICHARD AND CARLOS ORTIZ**, hereinafter referred to as "**Lessee**".

WHEREAS, Lessor and **Lessee** have heretofore entered into a Lease Agreement dated September 10, 2013, wherein **Lessee** leased certain real property described as Assessor's Parcel Number 011-190-011 in the Hornitos area for the sole purpose of grazing cattle; and

WHEREAS, Lessor and **Lessee** desire to amend said Lease Agreement to extend the term of the Agreement and to change the compensation to be provided to **Lessor**.

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

1. Paragraph II, "TERM", is hereby amended to extend the term of the Lease Agreement for one additional year terminating on December 31, 2020.

2. Paragraph III, "CONSIDERATION", is hereby amended to provide that an additional Two Thousand Six Hundred One Dollars ($2,601) will be added to the original amount of Two Thousand Six Hundred One Dollars ($2,601), making the total compensation paid to **Lessor** Five Thousand Two Hundred Two Dollars and 00/100 ($5,202.00).

3. The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in this Agreement not amended herein shall remain in full force and effect. This Amendment is effective retroactive to January 1, 2020.

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

LESSOR:

_____
KEVIN CANN, Chair
Mariposa County Board of Supervisors

LESSEE:

_____
RICHARD ORTIZ

_____
CARLOS ORTIZ

ATTEST:

_____
RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

_____
STEVEN W. DAHLEM
County Counsel

MARIPOSA COUNTY

County Counsel · (209) 966-3222

RESOLUTION - ACTION REQUESTED 2013-377

MEETING: September 3, 2013

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Opening of Sealed Bids for Hornitos Grazing Lease

RECOMMENDATION AND JUSTIFICATION:
Resolution authorizing the Board to open the sealed bids received for the property located in Hornitos in open session and accept or reject the highest bid and possibly offer a five year lease to highest bidder.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On June 4, 2013, the Board directed County Counsel to proceed with the process of leasing APN 011-190-011 for grazing purposes. On July 9, 2013, the Board adopted a Resolution of Intention to lease real property (approximately 153 acres) located in the Hornitos area. All sealed proposals were to be accepted until noon on Friday, August 16, 2013.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

FINANCIAL IMPACT:
None

CAO RECOMMENDATION
Requested Action Recommended

Rick Benson, County Administrative Officer 8/29/2013

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Janet Bibby, District III Supervisor
SECONDER: Merlin Jones, District II Supervisor
AYES: Stetson, Jones, Bibby, Cann, Carrier

Attachment: Hornitos Grazing Agt-Ortiz (RES-2021-48 : Approve Second Amendment to Lease Agreement for Hornitos Grazing Lease and

County Property - Lease Property CSA 1-M (RO

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 10th day of September, 2013 by and between the **COUNTY OF MARIPOSA**, hereinafter referred to as "**LESSOR**", and **RICHARD AND CARLOS ORTIZ**, hereinafter referred to as "**LESSEE**".

WITNESSETH:

I. DESCRIPTION OF PREMISES

LESSOR leases to **LESSEE**, and **LESSEE** hires from **LESSOR**, as herein provided, that certain real property described as follows (hereinafter "PREMISES"):

> Assessor's Parcel Number 011-190-011 in the Hornitos area and as more particularly described in Exhibit "A" attached hereto.

II. TERM

The term of this **LEASE AGREEMENT** is five (5) years beginning the 1st day of January 2014 and ending the 31st day of December 2019.

III. CONSIDERATION

The consideration for this **LEASE AGREEMENT** shall be TWO THOUSAND SIX HUNDRED ONE DOLLARS ($2,601) per year to be paid on or before January 1st of each year.

IV. USE OF PREMISES

The **PREMISES** are leased to be solely used for grazing purposes, and **LESSEE** agrees to restrict use to such purpose and not to permit the use of the **PREMISES** for any other purpose without first obtaining the consent in writing of **LESSOR**.

V. NO WASTE, NUISANCE, OR UNLAWFUL USE

LESSEE shall not commit or allow to be committed any waste on the premises, or nuisance, nor shall he use or allow to be used the **PREMISES** for an unlawful purpose.

Attachment: Hornitos Grazing Agt-Ortiz (RES-2021-48 : Approve Second Amendment to Lease Agreement for Hornitos Grazing Lease and

VI. POSSESSORY INTEREST

LESSEE recognizes and understands that to the extent this Lease may or may not create a possessory interest subject to property taxation that the **LESSEE** is solely responsible for the payment of any taxes levied or assessed on the Leased **PREMISES**. **LESSOR** expresses no opinion on the taxable affect of this Lease.

VII NON-LIABILITY OF LESSOR FOR DAMAGES; INDEMNITY AND SAVE HARMLESS CLAUSE

LESSEE agrees to indemnify, protect, defend and hold **LESSOR**, its officers, agents and employees, free and harmless from any and all liabilities, claims, demands, actions, losses, damages and costs of any kind, including, but not limited to, all costs of defense thereof, caused by, arising out of, or in any way related to **LESSEE'S** use or the use of any guests, invitees or agents of **LESSEE** of the **PREMISES**. Upon demand **LESSEE** shall, at its own expense, defend **LESSOR**, and its officers, agents and employees, against any and all such liabilities, actions, losses, damages and costs, claims, demands, actions, losses, damages, and costs of any type or nature.

VIII. INSURANCE

LESSEE will certify that the following insurance coverages are in effect as of to the commencement of this Lease and any right of occupancy of the **PREMISES** and shall maintain coverage in full force and in effect until the termination of this Lease Agreement:

A. **General Liability and Bodily Insurance**: **LESSEE** shall obtain and keep in full force and effect, a general liability policy of at least Five Hundred Thousand Dollars ($500,000) combined limit for bodily injury and property damage, provided that the **LESSOR**, its officers, employees and agents are to be named additional insureds under the policy, and that the policy shall stipulate that this insurance will operate as primary insurance, and that no other insurance effected by **LESSOR** or other named insureds will be called on to cover a loss covered thereunder.

B. **Certificate of Insurance**: All policies of insurance required above shall be written by a qualified insurance company rated 'A' or better by the Best's Insurance Rating Guide and be authorized to do business by the State of California and shall be in a form approved by **LESSOR**. **LESSEE** shall file with the **LESSOR** a certificate of insurance evidencing coverage as set forth above. **LESSEE** is required to mail a certificate of insurance, signed by an authorized representative of the issuing company,

Attachment: Hornitos Grazing Agt-Ortiz (RES-2021-48 : Approve Second Amendment to Lease Agreement for Hornitos Grazing Lease and

annually, to the County of Mariposa, Risk Manager, at P.O. Box 784, Mariposa, CA 95338. The following information must be included on each certificate of insurance or the coverage shall be considered incomplete:

(1) A statement that the County of Mariposa is a named insured under each policy or policies;

(2) All required dollar limits of insurance coverages shall be correctly stated;

(3) A provision that written notice of cancellation or any material change in coverage shall be delivered to **LESSOR** at least 30 days in advance of the effective date of the material change or cancellation, and that no cancellation, alteration or change of beneficiary or beneficiaries shall be made without written notice to **LESSOR**.

IX. PROHIBITION AGAINST ASSIGNMENT OR SUBLEASE OF THE PREMISES

LESSEE agrees not to assign or sublease the **PREMISES**, or any part thereof, without first obtaining **LESSOR'S** written consent, or to allow any other persons, except **LESSEE'S** agents or employees, to occupy the **PREMISES** or any part thereof, without first obtaining **LESSOR'S** written consent.

IN WITNESS WHEREOF, the **PARTIES** hereto have executed this **LEASE AGREEMENT** on the day and year first above-written.

LESSOR:

LEE STETSON, Chair
Mariposa County Board of Supervisors

LESSEE:

RICHARD ORTIZ

CARLOS ORTIZ

ATTEST:

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

Attachment: Hornitos Grazing Agt-Ortiz (RES-2021-48 : Approve Second Amendment to Lease Agreement for Hornitos Grazing Lease and

EXHIBIT A

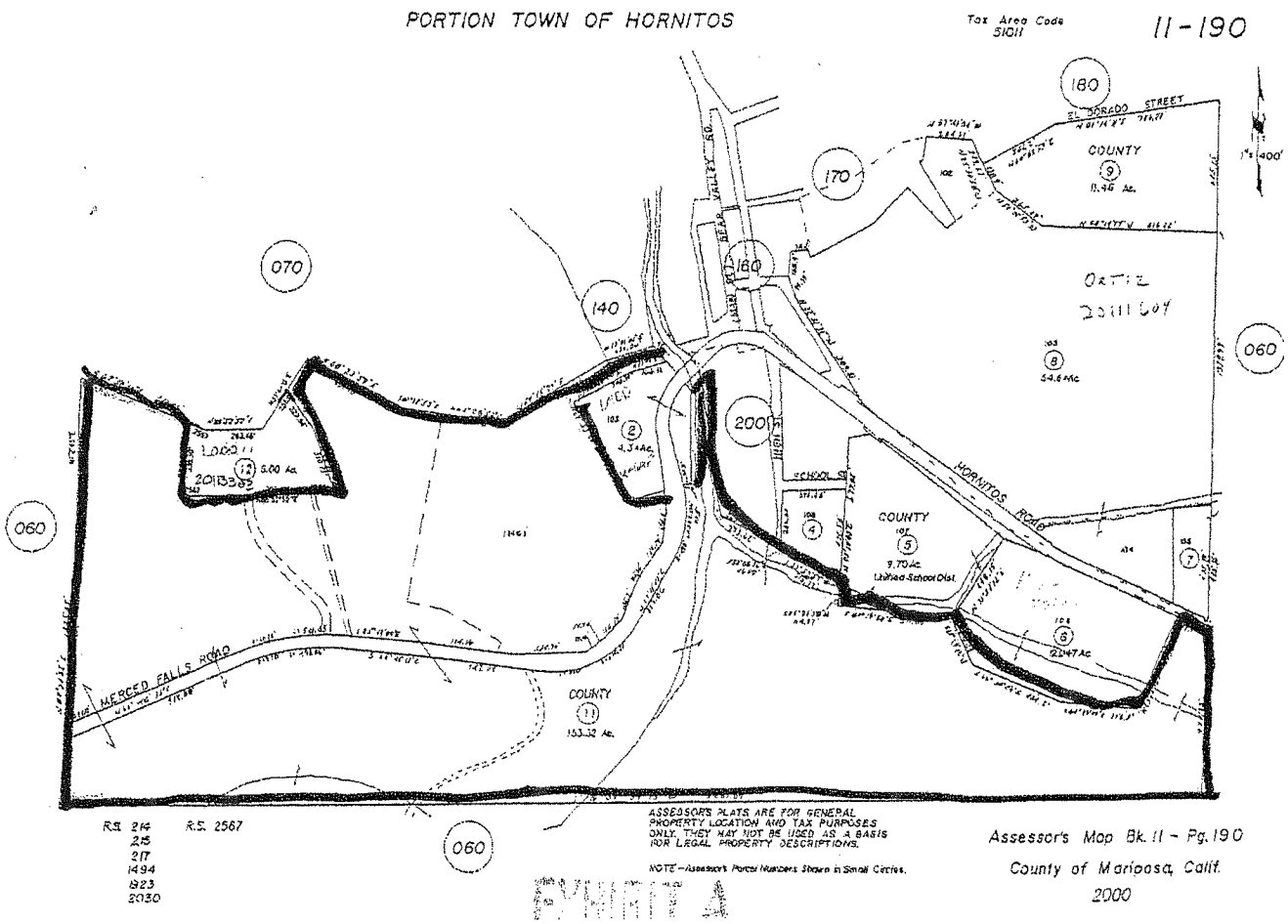


EXHIBIT A

Attachment: Hornitos Grazing Agt-Ortiz (RES-2021-48 : Approve Second Amendment to Lease Agreement for Hornitos Grazing Lease and

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT, made and entered into this 26th day of January, 2021 by and between the **COUNTY OF MARIPOSA**, hereinafter referred to as "**Lessor**", and **RICHARD AND CARLOS ORTIZ**, hereinafter referred to as "**Lessee**".

WHEREAS, Lessor and **Lessee** have heretofore entered into a Lease Agreement dated September 10, 2013, wherein **Lessee** leased certain real property described as Assessor's Parcel Number 011-190-011 in the Hornitos area for the sole purpose of grazing cattle; and

WHEREAS, Lessor and **Lessee** entered into a First Amendment to Lease Agreement dated February 25, 2020 to extend the term of the Agreement for one year; and

WHEREAS, Lessor and **Lessee** desire to enter into a Second Amendment to Lease Agreement to further extend the term of the Agreement for an additional six months.

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

1. Paragraph II, "TERM", is hereby amended to extend the term of the Lease Agreement for an additional six months terminating on June 30, 2021.

2. The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in this Agreement not amended herein shall remain in full force and effect. This Amendment is effective retroactive to January 1, 2021.

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

LESSOR:

_____
MARSHALL LONG, Chair
Mariposa County Board of Supervisors

LESSEE:

_____
RICHARD ORTIZ

_____
CARLOS ORTIZ

ATTEST:

_____
RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

_____
STEVEN W. DAHLEM
County Counsel

Attachment: Hornitos-Graz lse Second Amendment (RES-2021-48 : Approve Second Amendment to Lease Agreement for Hornitos Grazing

MARIPOSA COUNTY

Administration · 966-3222

MEETING: January 26, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Receive a Presentation Providing an Update on the Implementation of the New ERP Software

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RECOMMENDATION AND JUSTIFICATION:

Receive a Presentation Providing an Update on the Implementation of the New Enterprise Resource Planning (ERP) Software.

It has been six months since we began the transition from our current ERP software (developed in 1980 in a DOS green screen environment) to an Oracle cloud ERP system. We hope to provide an update on accomplishments to date, current timeline and activities, and the continued support needed from the Board. We also want to recognize the tireless efforts of our staff team dedicated to ensuring this project is successful.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Resolution 2020-234 approved an Enterprise Resource Planning (ERP) Contract with Graviton Consulting and Oracle

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

No action required of the Board.

RESULT: PRESENTATION MADE

MARIPOSA COUNTY

Administration · 966-3222

MEETING: January 26, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Rule 20A Credits Discussion and Direction

RECOMMENDATION AND JUSTIFICATION:

Discussion and Direction Regarding Possible Sale of California Public Utilities Commission (CPUC) Rule 20A PG&E Credits.

Staff is seeking direction with regard to whether to sell Rule 20A credits and, if so, consensus to move forward with a small negotiating team.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The CPUC Rule 20A program provides credits for local governments for the planning, design and construction elements necessary to relocate overhead infrastructure, such as power lines, to an underground trench. The utility is compensated for project costs by collecting the jurisdiction's accumulated credits and including them in subsequent general rate cases so that the electric rates charged to all customers within their service territory will cover the submitted Rule 20A expenses.

While the CPUC has not made a final decision, it is considering options that may change Rule 20A as early as April of this year. Possible changes include: 1) eliminating credits from entities that have not used them; 2) freezing credits with a requirement to use or lose any remaining balance within a given timeframe; or 3) paying off credits to close the program.

Mariposa County currently has approximately $3.4 million in Rule 20A credits. The County does not have a project close enough to construction to preserve these credits from a CPUC action in April. In order for a project to be approved or considered qualified, it must be located on a major collector or arterial street or corridor that serves the good of the community at large. The costs for these types of projects can range from $1,000 to $2,000 per foot, making it difficult to find a viable project using the available credits.

Rule 20A credits can be sold or traded between jurisdictions and the market for these credits has gotten considerably more active since news of the possible changes became public last year. In Fall 2020, County Administration received an offer from the City of

Agenda Item - No Resolution Requested

Burlingame offering to purchase credits for 25% of their face value. The County did not sell its credits in the fall and has since learned of much higher offers between jurisdictions. The County Administrative Officer (CAO) currently has inquiries from several cities who are interested in purchasing credits.

Negotiation for the sale of Rule 20A credits is not an item that can be discussed in closed session and an open discussion of negotiation terms could undermine the negotiation itself. Any negotiated agreements would need to come to the Board for consideration and approval.

Staff is seeking direction to understand if the Board would like to move forward with the sale of Rule 20A credits. If so, the CAO will work with the public works director to solicit and evaluate offers from other jurisdictions and an agreement or package of agreements will be brought to the Board for consideration and approval at a future meeting. The Board could also assign up to two members of the Board to participate in evaluating received offers, if desired.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
N/A. Discussion and direction only.

RESULT: DIRECTION GIVEN

MARIPOSA COUNTY

Administration · 966-3222

MEETING: January 26, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Budget Update

RECOMMENDATION AND JUSTIFICATION:

Discussion and Possible Direction for the Fiscal Year 2020 - 2021 (FY21) Budget.

With the onset of the novel coronavirus pandemic, there are significant challenges in balancing the budget for the period of July 2020 - June 2021. This is a recurring board item to allow for ongoing discussion and public input.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board approved Resolution 20-221, a budget action reducing allocations due to losses from COVID-19 closures, on April 28, 2020.

A discussion and direction item on FY21 revenue was conducted on May 19, 2020.

Resolution 20-315 was adopted on June 16, 2020, to carry the amended budget for FY20 into FY21 until a budget could be considered by the Board.

Staff presented budget progress to date on July 21, 2020. The Board directed staff to schedule a discussion item on each following agenda while the budget is being balanced.

Budget discussion and direction items were held each week from July 28 to September 1, 2020.

A public hearing to consider and adopt the FY21 budget was held on September 8, 2020. The FY21 budget was adopted the following week with Resolution 2020-551.

Balancing adjustments to the FY21 budget were adopted on October 27, 2020, with Resolution 2020-646.

Staff provided an update on the budget as part of the regular meeting of the Board of Supervisors on November 24, 2020.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Agenda Item - No Resolution Requested

N/A

RESULT: INFORMATION RECEIVED

MARIPOSA COUNTY

Clerk of the Board of Supervisors · (209) 966-3222

MEETING: January 26, 2021

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: Minute Order Tracking

RECOMMENDATION AND JUSTIFICATION:

Receive Tracking List of Open Minute Orders.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

At the meeting of January 22, 2019, the Clerk of the Board was directed to regularly report on open Minute Orders. Quarterly reports of open minute orders have been brought to the Board since.

The last report was brought to the Board on October 6, 2020.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

No action is being requested. This report is informational only.

ATTACHMENTS:
Minute Order Tracking List 1-19-2021 (PDF)

RESULT: INFORMATION RECEIVED

MINUTE ORDER TRACKING

(Direction requiring a later action.)

Last Updated: 1/12/2021 (through December 22, 2020 meeting)

Meeting:	Res. Number:	From:	Directed To:	Requested Completion Date:	Action Requested/Volunteered:
2/27/2018	18-097	Board consensus	Dallin Kimble/CAO	Regularly	*ITEM: Receive and Review the Midyear Financial Status Report and Approve Budget Adjustments (Initiating Department: Admin)* **DIRECTION: The CAO is to regularly bring briefing sheets to the Board showing how the money from the MID Settlement is spent.**
6/26/2018	N/A	Board consensus	Dallin Kimble/CAO	None.	*ITEM: Discussion and Direction Regarding the Development of an Event Sponsorship Policy or Set of Guidelines (Initiating Department: Admin)* **DIRECTION: Staff is to solicit input from community organizations to develop special events guidelines and policy. Until completed, staff is to process requests for recurring special events with no changes as usual; however, new events must be brought to the Board for approval.**
12/4/2018	N/A	Board consensus	Sarah Williams/Planning Director	None	*ITEM: Discussion and Direction to Staff Regarding Housing Programs in Mariposa County (Initiating Department: Planning)* **DIRECTION: Bring back a housing program or plan that considers today's input.**
1/22/2019	N/A	Board consensus	Sarah Williams/Planning Director and Mikey Goralnik/Community Design and Development Planner	Ongoing.	*ITEM: Discussion and Direction to Staff Regarding Financing Strategies for Merced River Trail and Mariposa Creek Parkway Legacy Projects (Initiating Department: Planning)* **DIRECTION: Regarding the Merced River Trail and Mariposa Creek Parkway Legacy Projects, staff is to address the issue of the easement before spending effort on the Forest Service compliance aspect.** ****1/28/2020: Clarification added that Forest Service compliance aspect applies only to the Merced River Trail - not to the Mariposa Creek Parkway.**
2/26/2019	N/A	Board consensus	Dallin Kimble/County Administrative Officer	None.	*ITEM: Discussion and Direction on Real Estate Status and Opportunities (Initiating Department: Admin)* **DIRECTION: The CAO is to move forward with the staff needs evaluation, and prepare an inventory of County owned properties for use in future considerations.**

Attachment: Minute Order Tracking List 1-19-2021 (11371 : Minute Order Tracking)

Minute Order Tracking List - Through September 11, 2020

Meeting:	Res. Number:	From:	Directed To:	Requested Completion Date:	Action Requested/Volunteered:
2/25/2020	N/A	Board consensus	Dallin Kimble/County Administrative Officer	None.	*ITEM: Discussion and Direction Regarding the Development of a Special Event Policy (Initiating Department: Admin)* **DIRECTION: At the appropriate time, the County Administrative Officer is to convene a meeting of community organizations and interested parties regarding the development of the special events policy.**
6/9/2020	N/A	Board consensus	Dallin Kimble/CAO	None	*ITEM: Discussion and Direction on Pension and OPEB (Initiating Department: Admin)* **DIRECTION: The CAO is to continue assessing solutions and return at some point with a proposal of what funds to invest.**

Attachment: Minute Order Tracking List 1-19-2021 (11371 : Minute Order Tracking)

MARIPOSA COUNTY

Administration · 966-3222

MEETING: January 26, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Closed Session

[ ] **CONFERENCE WITH LEGAL COUNSEL**:

[ ] **Existing Litigation:**
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] **Anticipated Litigation**
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] **CONFERENCE WITH COUNTY LABOR NEGOTIATOR**
Name of Employee Organization:_____
Name of County Designated Representative:_____
Title(s) of unrepresented individuals with whom negotiations are being conducted:_____

[ ] **PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:**
(Government Code Section 54957 (b) (1))
_____

[ ] **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Position of employee under review:_____ (Government Code Section 54954.5)

[ ] **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE** (Government Code Section 54954.5)

[X] **CONFERENCE WITH REAL PROPERTY NEGOTIATOR** (Government Code Section 54954.5)
Description of real property: APN 012-140-230
Agency negotiator: Dallin Kimble, County Administrative Officer
Closed session will concern: (X) price; (X) terms of sale.

[ ] **THREAT TO PUBLIC SERVICE FACILITIES**
Name of law enforcement agency involved:_____
Title of officer of law enforcement agency:_____

[ ] **LICENSE/PERMIT DETERMINATION**
License or Permit applied for:_____
Number of license or permit applicants:_____
Name of applicant(s):_____

Agenda Item - No Resolution Requested

RESULT: CLOSED SESSION HELD