Mariposa County

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

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

BOARD OF SUPERVISORS
ACTION SUMMARY MINUTES
JULY 18, 2023

A 9:00 AM Called to Order and Roll Call

Chair Menetrey called the meeting to order.

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:00 AM
Shannon Poe	District II Supervisor	Present	9:00 AM
Danette Toso	District III Supervisor	Present	9:00 AM
Wayne Forsythe	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Present	9:00 AM

B Pledge of Allegiance

Chair Menetrey led the pledge.

C Introductions

None.

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

Chair Menetrey noted CA.16 required a 4/5th vote, and CA.5 had a correction, in which he noted a line item for $40,000 stated it was for the Employee BBQ, but it was for Professional Services. He also noted that CA.8 needed an amendment; Danielle Bondshu/Clerk of the Board noted that CA. 8 stated it was for “Residential” services, but it was to be stricken, and “Drop-in” was to be inserted.

Ryan Oliphant/Chief Probation Officer commented on CA.15, a proclamation for “Probation Services Week.” He thanked the Board for their support and noted the Probation Officers are unsung heroes. He also announced his pride in his department as they go above and beyond to ensure individuals receive second

chances.

Mike Brusa/Bear Valley Resident noted there was a Roman Senator named Kato, who would speak in each of Rome's senate sessions, and after each topic, he would say, "We must destroy Carthage." Mr. Brusa noted he comes to the Board to speak because it's important to continue to voice opinions. He then brought up the shelter crisis.

Joe Lynch/Health and Human Services Agency Director, commented on CA.15, noting the Probation Department is dedicated to making our community better.

Supervisor Poe requested that CA.11 be pulled for further discussion. Forsythe concurred.

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

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Sheriff's Department**

Resolution Continuing a Local Emergency Due to Extreme Snowstorms in February and March of 2023

CA3. **Sheriff's Department**

Resolution Continuing the Local Emergency Due to the 2022/2023 Meteorological "Atmospheric River" Event

CA4. **Administration**

Approve First Amendment with Nicholson Strategic Services, LLC, Increasing the Amount by $15,000 for a New Amount not to Exceed $75,000, for Interim Human Resources Director Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA6. **Clerk of the Board**

Department Head Signed Agreements

CA7. **Fire**

Approve Allocation of an Office Assistant I/II Position to County Fire

CA9. **Health and Human Services Agency**

Approve First Amendment to Agreement with Infant/Child Enrichment Services increasing the Amount by $20,000 to A New Amount Not to Exceed $105,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA10. **Health and Human Services Agency**

Accept the Resignation of Sarah Montoya from the Mariposa County Commission on Aging, Effective Immediately

CA12. **Health and Human Services Agency**

Approve an Agreement with Mariposa Safe Families, Inc. in the Amount of $128,000 for Child Abuse Prevention Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA13. **Health and Human Services Agency**

Approve an Agreement with Coulter Cafe in the Amount of $90,000 for Dining Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA14. **Planning**

Approve Property Use Agreement with John Hertle for Installation of a Mural as part of the Mariposa Gateway Enhancement Project; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA15. **Probation**

Proclaim the Week of July 16, 2023 - July 22**,** 2023, as "Pretrial, Probation and Parole Supervision Week"

CA16. **Public Works**

Approve a Deductive Change Order with USA Construction in the Amount of ($16,250) for a New Amount Not to Exceed $308,750 for the Mariposa Pool Re-Plaster and Repairs Project; Authorize the Board of Supervisors Chair Sign the Change Order; Approve Budget Action Transfering Funds from Facility Maintenance to Capital Improvement ($40,000); and Authorize a Payment to Sierra Communications & Construction, Inc. in the Amount of $35,261.36 4/5ths Vote Required

E Items removed from Consent Agenda

CA5. **Clerk of the Board**

CAO (Purchasing Agent) Signed Agreements

Chair Menetrey announced that CA.5 had a correction, in which there was a line item for $40,000 that stated it was for the Employee BBQ, but it was for Professional Services.

CORRECTION: Strike "employee BBQ" and insert "Professional Services."

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

CA8. **Health and Human Services Agency**

Approve an Agreement with Alliance for Community Transformations in the Amount of $115,351 for Residential Recovery Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

Chair Menetrey also noted that CA.8 needed an amendment; Danielle Bondshu/Clerk of the Board, noted that CA. 8 stated it was for “Residential” services, but it was to be stricken, and “Drop-in” was to be inserted.

CORRECTION: Strike "Residential Services" and insert "Drop-In Services."

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

CA11. **Health and Human Services Agency**

Approve Acceptance of The Business, Consumer Services and Housing Agency's (BCSH) California Interagency Council on Homelessness (Cal ICH) Encampment Resolution Funding Rolling (ERF-2-R) Grant Award in the Amount of $607,336.86; Authorize Board of Supervisors Chair to Sign the Agreement and Any Amendments or Documents Necessary for this Grant; and Approve Budget Action Receiving Unanticipated Revenue ($607,336.86)

Originally, item CA .11, was pulled for further discussion by the concurrence of the Board.

In response to a question from Supervisor Poe, Joe Lynch noted nothing is point A to point B and that it is the fundamental hallmark of government to be slow. He noted that as an agency, they look to solve issues, and it has not been easy to remove the Frank Wilson Encampment. He noted they would do it as quickly as possible, but it's an incredibly slow process.

Amanda Brum/Senior Administrative Analyst noted this is competitive funding awarded to Mariposa based on an application. She noted that with the funds, they would work to provide both interim and permanent housing. The Frank Wilson encampment has been there since 2019. She noted the encampment closure would occur once the interim housing is available.

In response to Supervisor Poe, Director Lynch noted that there is a lot of substance abuse amongst this specific population. Still, he noted it's generally to self-medicate for mental health issues.

Board discussion ensued, and sentiments of excitement about getting this funding and seeing the Frank Wilson Encampment cleaned up were expressed.

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

F Departmental Presentation

Shannon Hansen/Public Works and Transportation Director updated the board on several projects. She noted the 9 miles of Merced Falls Road are completed except for the stripping. She noted the Downtown project is on its way; the contractor encountered difficult digging but has now moved on. She also announced the Hotzel Road project is moving forward as bids have been received and it is hoped to have it awarded and completed by October. Director Hansen noted Cal Trans will come to the Board on August 1st to give an update. She also noted the Highway 140 to Midpines Summit project would begin that day.

Jeremy Briese/Sheriff gave an update on the activities they have been dealing with. He noted for June; they saw 2030 calls for service and 68 jail bookings. He noted his hat is off to Cal Fire and his staff for their work on apprehending the Oak Fire suspect. Sheriff Briese announced they have joined forces with the International Crimes Against Children (ICAC) Taskforce out of Fresno. He noted they have trained deputies and have apprehended a suspect who had and distributed child pornography. He also announced another apprehension. Sheriff Bresen noted their participation in the summer program at Mariposa Elementary School (MES). Finally, Sheriff Briese gave a shout-out to Sergeant Smith and OES staff, who assisted 658 applicants, which totaled $3.8 million for individual assistance. He also announced the promotion of Sergeant Canter and the filling of the allocations of three custodial deputies and two additional Sheriff Deputies.

G Public Comment on Non-Agenda Items

Graciella Leper/Mariposa In-Home Supportive Services (IHSS) Provider noted she works with people who save lives. She wanted to take a moment to thank the Board for their time and for being champions for IHSS providers. She highlighted the work they do noting they work around their recipients and loved ones; she also wanted to recognize and remember all the lives lost in the pandemic, noting it took tragedy and death for providers to be recognized.

Glenn Hocka/IHSS provider thanked the Board for their consideration and thanked the providers for the essential work they do for the community.

Jeanne-Ann Pine/Resident discussed how people love seeing and receiving Blue Ribbons at the Fair. She gave the Clerk of the Board a handout from the UC Master Food Preservers and Master Gardeners are hosting an event on July 29th to go over and discuss what makes a blue ribbon-worthy entry.

Lorraine Freeman/Resident wanted to comment on the Grand Jury report, which was recently released. She noted decisions should be made by people with knowledge and that software should be tested for all different users. She noted the Board and Agendas page was not rolled out well, nor was Oracle and the County needs a knowledgeable individual in charge of IT.
are
Mike Brusa noted a comment made that the government is slow and that the intent was not the intent. He tied it back to the Constitution, noting the government cannot separate its interests and the government's job is to protect the rights of the people.

Supervisor Smallcombe thanked Graciella and Glenn for coming and noted she has been a liaison to HHSA and the number of folks who need IHSS has increased by at least 100 if not more and will continue to increase.

1. **Clerk of the Board**

Handouts Received During Public Comment on Non-Agenda Items - July 18th, 2023

H Regular Agenda

1. **UCCE/Farm Advisor**

Receive a Presentation by Yana Valachovic of UC Cooperative Extension, Providing an Update on the State of Fire Insurance and Fire Mitigation Strategies and Policy to Protect Residents of Mariposa

Chair Menetrey noted this item was moved up from K.3 to after Public Comment on Non-Agenda items as the presenter has another meeting.

Alison Lee Deak/Fire Advisor, introduced Yana Valachovic/UC Farm Extension Humboldt County, who gave a PowerPoint presentation. No public comment. Supervisor Smallcombe and Chair Menetrey thanked them for their presentation.

Board discussion ensued.

RESULT: PRESENTATION HELD

10:39 PM Chair Menetrey recessed the Board for a brief break and reconvened at 10:44 AM.

Recess Board of Supervisors

10:44 AM Chair Menetrey recessed the Board of Supervisors meeting, and the Clerk of the Board read the Government Code announcement.

Announcement Pursuant to Government Code 54952.3

I LOCAL TRANSPORTATION COMMISSION

10:45 AM Chair Forsythe called the meeting of the Local Transportation Commission (LTC) to order.

Public Comment Period

None.

LTC Regular Agenda

1. **Public Works**

Authorize the start of the 30-Day Public Review for the 2024 Draft Regional Transportation Plan (RTP), Negative Declaration, and Initial Study

Jeannie Morvay-Clayton/Transportation Planning noted the RTP is a 20-year plan. The county is required to adopt an RTP every five years. Rod Brown/Fehr Peers gave a PowerPoint Presentation.

Public comments were received by Mike Brusa, who noted complex systems cannot be planned. He noted the

communist manifesto; one point is central control of communication and transportation. He doesn't believe we should follow the state of greenhouse gases.

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

Adjourn LTC

11:12 AM Chair Forsythe adjourned the meeting of the LTC.

J COUNTY SERVICE AREA 1M (Don Pedro)

11:13 AM Chair Poe called the County Service Area 1M (CSA1M) meeting to order.

Public Comment Period

None.

CSA 1M Regular Agenda

1. **Public Works**

PUBLIC HEARING: Adopt a Resolution to Establish the Current Fee Structure for Mariposa County Service Area (CSA) 1-M (Lake Don Pedro) for Off-season Fire Protection; and Authorize the Fees to be Placed on the Property Tax Roll for Fiscal Year 2023-24

Chair Poe opened the Public Hearing. Shannon Hansen gave the staff report. no public comment.

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

Adjourn CSA 1M

11:15 AM Chair Poe adjourned the meeting of CSA 1M.

K AIR POLLUTION CONTROL DISTRICT

11:15 AM Chair Menetrey called the Air Pollution Control District (APCD) meeting to order.

Public Comment Period

None.

APCD Regular Agenda

1. **Health and Human Services Agency**

Accept a Grant in the Amount of $179,770 for the Reduction of Woodsmoke in Mariposa County

Dr. Erik Sergienko/County Health Officer gave the staff report. No public comment. In response to a question from Supervisor Smallcombe, Dr. Sergienko noted this is not a pilot program, as this is Mariposa County's second year of participating. Dr. Sergienko also noted the differences in new versus old woodstoves in response to a question from Supervisor Poe.

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

Adjourn APCD

11:25 AM Chair Menetrey adjourned the APCD meeting.

Reconvene as Board of Supervisors

11:25 AM Chair Menetrey reconvened the Board of Supervisors meeting.

L Regular Agenda Items

1. **Public Works**

PUBLIC HEARING: To Adopt the Current Fee Structure for Countywide County Service Area No. 1, Road Maintenance for Zones of Benefit; and Authorize the Fees to be Placed on the Property Tax Roll for Fiscal Year 2023-24

Shannon Hansen gave the staff report. No public comment.

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

2. **Public Works**

PUBLIC HEARING: Consider Authorizing and Directing Staff to Place Special Districts Delinquent User Fees on the FY23-24 Property Tax Roll

Shannon Hansen gave the staff report. No public comment.

RESULT:	**Adopted (UNANIMOUS)**

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

3. **Health and Human Services Agency**

Approve an Agreement with Mercy Medical Transportation, Inc. ('Mercy') that will Allow the County to Provide a Monthly Subsidy for Ambulance Services and Direct Mercy to Collect Data that can be Used to Inform Future Ambulance Operations; and Authorize the Board of Supervisors Chair to sign the Agreement

Dr. Erik Sergienko gave the staff report noting the amount should be $275,000 as the Board voted a one-time payment of $25,000 for the month of July on June 20th. No public comment received.

Board discussion ensued.

AMENDMENT: Amount changed from $300,000 to $275,000.

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

4. **Administration**

Discussion and Direction of Micro Enterprise Loan Application for Dixon's Fixins in the Amount of $50,000

Tara Schiff/Economic Development Specialist gave the staff report. Trevor Dixion/Applicant noted Ms. Schiff summed it up and announced the trailer is here. In response to Supervisor Poe, Mr. Dixion noted that it would be parked at the preschool next door to the government center. Supervisor Smallcombe noted he had a lot of skin in the gain as the trailer was $100,000 and already purchased.

Board discussion ensued in regards to projection numbers. Lori Dixon/Applicants spouse noted the projections were based off of 2021 and the 6 months they were open in 2022.

DIRECTION: The Board directed staff to bring back a loan agreement for a $50,000 loan at 2% interest with a 10-year term along with a spreadsheet with the data proving the performa data of the projections.

Mr. Dixion came back at 1:28 PM and made further comments and noted he had a business plan.

5. **Administration**

Discussion and Direction Regarding a Micro Enterprise Grant Application for Diamond Barbershop in the Amount of $10,000

Tara Schiff gave the staff report. Will Fassett/Administration, interpreter for Victoria Castro/Applicant, who noted she was very pleased with her service and customers and noted this is to expand her services. ? She wants to expand her services to manicures and pedicures. She is asking for your help to purchase that

equipment.

Public comment was received by Mike Brusa who noted he has nothing against businesses, but he would rather have the Board decide who gets this money over the State. He noted, however, in a healthy credit system, loans wouldn't be given.

Jonathan Noel/Resident noted he was in favor of helping out our local businesses, noting these individuals want to expand and he urged the board to support them.

In response to a question from Supervisor Forsythe, Mr. Fassett noted for Ms. Castro that she wanted to see if they would be willing to assist her before she prepared a full budget, but she did note that the pedicure chairs alone can cost between $2,000 - $3,000 plus installation.

DIRECTION: Bring back the agreement for a $10,000 Micro Enterprise Grant for Diamond Barber Shop with a budget of how the funds will be used.

6. **Administration**

Receive a Presentation from Economic and Planning Systems, Inc. Regarding the Countywide Non-Residential Market Study

12:18 PM Chair Menetrey recessed for a brief break and reconvened at 12:25 PM.

Tara Schiff gave the staff report. She gave kudos to Kalhil, her summer intern, who did much of the work on an inventory list. Amy Lapin/Economic and Planning Systems Inc. gave the PowerPoint presentation.

Public comment was received by Mike Brusa, who noted that some of the goals would be hard to meet. He noted he does not advocate for people hurting their neighbors, but property owners should have a right to with their property as they see fit. He then brought up a ballot measure that had passed in Morgan Hill.

Dallin Kimble/County Administrative Officer noted there is a lot of information here that we can actively pursue. He asked how we help to bring employees, jobs, and opportunities to the community for the economy.

Board discussion ensued.

RESULT: PRESENTATION HELD

M Closed Session

Chair Menetrey read the closed session item. Public comment was received by Mike Brusa, who noted he went into the library last week and had a pleasant experience.

1:29 PM Chair Menetrey recessed for lunch and noted the Board would move into a closed session at 2:30 PM.

1. **Clerk of the Board**

CLOSED SESSION: Public Employee Performance Evaluation; Position of Employee Under Review:

Librarian

RESULT: CLOSED SESSION HELD

Report Out

3:40 PM Chair Menetrey reconvened and reported that information was received.

N Board Information

None.

O Adjournment

3:41 PM Chair Menetrey adjourned in memory of Lee Ola DeSanders, Mae B. Haste, and Alva L. Branson, Richard "Rick" Wayne Middlested, Stan Robert Barnett-Seebacl Sr., Walter Daniel Hebern, and Wilma Ethel Hender.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-375

MEETING: July 18, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

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RECOMMENDATION AND JUSTIFICATION

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County.

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

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

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

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

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

None

ATTACHMENTS

None

VOTE RESULT

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-376

MEETING:	July 18, 2023
TO:	The Board of Supervisors
FROM:	Jeremy Briese, Sheriff
RE:	Resolution Continuing a Local Emergency Due to Extreme Snowstorms in February and March of 2023

RECOMMENDATION AND JUSTIFICATION

Resolution Continuing a Local Emergency Due to Extreme Snowstorms in February and March of 2023.

On February 23rd, 2023 a series of snow storms impacted Mariposa County. Heavy snowfall from the storms impacted many areas, causing downed trees and power lines. The snow accumulation caused damage to the County and other public and district facilities, including but not limited to roads, bridges, and structure/s/ within Mariposa County.
On March 1st, 2023, Sheriff Jeremy Briese, acting as the Director of Emergency Services pursuant to Mariposa County Code Section 2.80.040, issued a Proclamation, declaring a local emergency.
On March 7th, 2023 the Board adopted a Resolution Ratifying the March 1, 2023 Proclamation by the Director of Emergency Services of the County of Mariposa, State of California, Proclaiming the Existence of a Local Emergency.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has ratified similar proclamations in the past during other emergencies.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

ATTACHMENTS

None

VOTE RESULT

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-377

MEETING: July 18, 2023

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Resolution Continuing the Local Emergency Due to the 2022/2023 Meteorological "Atmospheric River" Event

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RECOMMENDATION AND JUSTIFICATION

Resolution Continuing the Local Emergency Due to the 2022/2023 Meteorological "Atmospheric River" Event.

BACKGROUND AND HISTORY OF BOARD ACTIONS

An extreme storm beginning on December 27th, 2022, caused ongoing damage to the County and other public and district facilities, including but not limited to roads, bridges, and structure/s/ within Mariposa County.
January 11th, 2023: The Board ratified the January 5th, 2023 Local Emergency Proclamation Due to the 2022/2023 Meteorological "Atmospheric River" Event. 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

None

ATTACHMENTS

None

VOTE RESULT

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-378

MEETING: July 18, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve First Amendment with Nicholson Strategic Services, LLC, Increasing the Amount by $15,000 for a New Amount not to Exceed $75,000, for Interim Human Resources Director Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

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RECOMMENDATION AND JUSTIFICATION

Approve First Amendment with Nicholson Strategic Services, LLC, Increasing the Amount by $15,000 for a New Amount not to Exceed $75,000, for Interim Human Resources Director Services; and Authorize the Board of Supervisors Chair to Sign the Amendment.

This amendment would increase the not-to-exceed compensation amount by $15,000 to meet additional costs incurred this fiscal year during the transition from contracted services to the June hiring of a Human Resources Director.

BACKGROUND AND HISTORY OF BOARD ACTIONS

In November 2022, the Board entered into an agreement with Nicholson Strategic Services, LLC, to perform interim Human Resources Director services, copy attached. .

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve. The County would not meet its obligations to the Contractor for services provided.

FINANCIAL IMPACT

Significant funds for this agreement are available and included in an attached Budget Action Form.

ATTACHMENTS

1. **Nicoloson Strategic Services First Amendment**
2. **Nicholson Strategic Services Agreement**
3. **Budget Action - Nicholson - HR**

VOTE RESULT

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

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

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 1st day of May, 2023, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Nicholson Strategic Services, LLC, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated November 23, 2022, wherein Contractor agreed to provide interim Human Resources Director services; and

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

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

. Paragraph 3, "COMPENSATION," is hereby amended to provide that an additional $15,000 will be added to the original amount of $60,000, making the total compensation paid to Contractor the not to exceed amount of $75,000.

Except as herein amended, the Agreement dated November 22, 2022 shall remain in full force and effect.

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Angela Nicholson, Principal
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Last Revised: 1/17/2023

AGREEMENT FOR INTERIM HUMAN RESOURCES DIRECTOR SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 23rd day of November, 2022, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Nicholson Strategic Services, LLC ("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 November 27, 2022, and terminate on June 30, 2023, unless extended as provided by this Agreement.

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 sixty thousand dollars ($60,000) as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

(3) Workers' Compensation insurance as required by the State of California.

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Angela Nicholson
602 Chapman Dr
Corte Madera, CA 94925

COUNTY:
County Administrative Officer
County of Mariposa

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA

Jay D. Kimble
County Administrative Officer

CONTRACTOR

Angela Nicholson
Principal

APPROVED AS TO LEGAL FORM:

Steven W. Dahlem
County Counsel

Exhibit A
SCOPE OF WORK

The Contractor agrees to serve as the Interim Human Resources Director and shall perform all Human Resources Director services including, but not limited to, overseeing the Human Resources team on issues relating to recruitment, classification and compensation, employee and labor relations, training, and benefits administration.

Contractor shall communicate and provide Human Resources guidance to the County Administrative Officer, department heads and other department leadership, and the board of supervisors, as required.

Contractor shall ensure compliance with applicable Human Resources laws and regulations, conduct technical level human resources work, and perform other Human Resources-related services, as requested by the County Administrative Officer.

Exhibit B
COST PROPOSAL

The first seven (7) hours of work in each workweek (defined as Sunday-Saturday) will be billed at the rate of $250 per hour. Thereafter, each hour will be billed at the rate of $200 per hour.

For travel, as directed by the County Administrative Officer, the consultant will bill the hourly rate, as described above, but will not bill additionally for mileage and/or other travel costs.

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BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	0115	51111	Salaries and Wages			25,000
1001	0115	60301	General Professional Services		25,000	
				TOTALS	25,000	25,000

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

DEPARTMENT HEAD SIGNATURE — DocuSigned by: 2E01D0C6E7564A5... — DATE 6/26/2023 | 12:45

AUDITOR SIGNATURE — DocuSigned by: F25C566CC0A8412... — DATE 6/26/2023 | 1:55

COUNTY ADMINISTRATIVE OFFICER SIGNATURE — DocuSigned by: 2E01D0C6E7564A5... — DATE 6/26/2023 | 12:45

APPROVED BY RES NO. — CLERK — DATE

DEPARTMENT — DS — DS

AUDITOR'S USE ONLY
BA #

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: July 18, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: CAO (Purchasing Agent) Signed Agreements

RECOMMENDATION AND JUSTIFICATION

CAO (Purchasing Agent) Signed Agreements.

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered into, Received and Processed in June of 2023. Per Resolution 05-400, the Board is to receive a monthly information item with a synopsis of agreements entered into for that particular month.

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

None

ATTACHMENTS

1. CAO Approved Agreements 7-18-23

VOTE RESULT

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

BOARD REPORT ON CAO EXECUTED CONTRACTS

Board Agenda Item for July 18, 2023

Contractor	Amount	Term	Service	Department
Wagner Jones Helsley PC	$60,000	5/16/23 to 5/16/23	Legal Representation of County re: Riggs Lawsuit	CoCo
Downey Brand LLP	$60,000	7/1/23 to 6/30/23	Representation for Accessibility Matters	CoCo
Mother Lode Job Training	$48,368	7/1/23 to 6/30/24	Employment Job Placement	HHSA
Bradley Norlander Ph. D	$40,000	7/1/23 to 6/30/24	Employee BBQ	HHSA
R. Hambleton Electric	$59,000	5/1/23 to 12/31/23	Service Electrical Equipment Rendered	HHSA
Steve Meisner	$16,500	7/1/23 to 6/30/24	Lease Building Lease	HHSA
MRG Amended	$20,000	5/3/23 to 6/30/23	Dispute Resolution and Neutral Investigations	HR
S&S Electric	Term Only	11/15/22 to 8/31/23	Wiring Control at Fish Camp Fire Station	PW

APA= Assistant Purchasing Agent (Department Head)

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: July 18, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Department Head Signed Agreements

RECOMMENDATION AND JUSTIFICATION

Department Head Signed Agreements

Receive the List of Agreements Entered into the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code CHapter 3.08 Entered Into, Received and Processed in June of 2023.
Per Resolution 05-400, the Board is to receive a monthly informational item with a synopsis of agreements entered into for that particular month.

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **Dept Head Approved Agreements 7-18-23**

VOTE RESULT

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

Department Head Approved Agrement

Board Agenda Item for July 18, 2023

Contractor	Amount	Term	Service	Department
Kofile	$3,370	6/6/23 to 7/1/23	Records Preservation	COB
John C. Fremont Healthcare District	$20,000	7/1/23 to 10/31/23	Blood Draw Services	DA
LN Curtis & Sons DBA CURTIS Tools for Heros	$13,772	4/1/23 to 9/30/23	Annual SCBA Mask Flow Testing	Fire
Mike Ross DBA Ladder Service	$6,000	6/7/23 to 12/30/23	Fire Ladder Inspections	Fire
Ranch Fence Inc.	$15,000	5/4/23 to 5/3/24	Lease Equipment (Fencing)	HHSA
Recology	$15,000	7/1/23 to 6/30/24	Service Sanitation	HHSA
Scotts Cleaning Services	$500	3/1/23 to 6/30/23	Service Cleaning	HHSA
Tri County Pump & Well Service	$6,200	4/1/23 to 6/30/23	Maintenance	HHSA
Wellco Drilling Inc	$5,000	5/1/23 to 7/31/23	Service Backfill Well	HHSA
CPS HR Consulting	$2,800	7/1/23 to 6/30/24	BSCC Testing Materials	Probation
So Cal Investments	$20,000	5/1/23 to 4/30/24	Pre-Employment Background Investigations	Probation
Burton's Fire Inc	$4,851	5/31/23 to 6/30 /23	Fire Pump Testing	PW
DBT Transportation Services LLC	$6,896	7/1/23 to 6/30/24	AWOS Maintenance at the Mariposa/Yosemite Airport	PW
S&S Electric	$5,400	6/27/23 to 6/30/23	Electrical work at Assessor's Office	PW
Jerico Fire Protection	$12,000	7/1/23 to 6/30/24	Septic Services for County Fire Station	PW
S&S Electric	Term Only	11/15/22 to 8/31/23	Wiring Control at Fish Camp Fire Station	PW
S&S Electric	$622	4/1/23 to 6/30/23	Lighting Switches at Landfill	PW
AJV Heating and Cooling	$3,320	6/19/23 to 6/30/23	HVAC Repair at Technical Services Office	PW

S&S Electric	$7,300	6/19/23 to 6/30/23	Electrical Work at Recorder's Office	PW
Colbern Communications	$1,300	5/1/23 to 6/30/23	Landfill Security Camera Installation	PW
Tri- County Pump & Well Service	$2,544	6/14/23 to 6/30/23	Pump Repair at Fire Station 23	PW
S&S Electric	$3,725	6/19/23 to 6/30/23	Electrical Work at Technical Services Office	PW
APA= Assistant Purchasing Agent (Department Head)				

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-379

MEETING: July 18, 2023

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Unit Chief

RE: Approve Allocation of an Office Assistant I/II Position to County Fire

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RECOMMENDATION AND JUSTIFICATION

Approve Allocation of an Office Assistant I/II Position to County Fire

Requesting to add a fulltime Office Assistant I/II to County Fire Office Staff. Our current two office staff members have been carrying an increased workload for years and with increased tracking and coordination needs for our volunteers/reserve FF and overall department. This position will take over some responsibilities and take on some new ones such as: * Training secretary that could handle our Target Solutions training software, reporting, and documentation uploads as well as technical support for our members. * Taking over the new volunteer application process, documentation and tracking, working with our health department, SO, and HR. * Handle our new ESO software program that will take over for Firehouse with much more capabilities now. * Allow for the potential to have a person handle a tracking and tracking program with Fresno City College that could generate additional revenue. * Work with and assist our prevention with appointment scheduling, documentation, and tracking in the new ESO software. * Handle duties as a receptionist along with our current staff, provide more office coverage and increased customer service. * Other duties not realized yet that can allow for our current OT and OA to stay focused on their primary responsibilities that do not include the above. We've realized that although we are currently handling these duties, we continue to expand and need more specific tracking and project assistance related to our department that we don't have the capacity for. With the addition of an OA I/II we could reline responsibilities and duties to allow for more efficient work with a better ability to support our many volunteers and different programs. There have been Extra Help employees in the past, but with the specific training to support the different programs within the department, this proved to be challenging. I'm requesting your permission to seek a dedicated person who can grow within our office and become a member of our team.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Mariposa County Fire has been functioning with the same staffing level of an Office Tech and Office Assistant for over 15 years. However, work demands, new programs, statistics, tracking, ordering, reports have lead to delays in primary responsibilities, such as Assistance By Hire processing for revenue, writing of agreements, writting of contracts, processing and follow-up with volunteer personnel application tracking, ect. These increased workloads have been born by current staffing levels and they are doing the best they can to keep up but Mariposa County Fire has an increased need with processing information and coordination than 15 years ago.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Our wonderful and talented office staff continue to do the best they can but will continue to have delays and challenges in productivity that they are not accustomed to having.

FINANCIAL IMPACT

This postition has been accounted for in the FY 23-24 budget that was approved.

ATTACHMENTS

None

VOTE RESULT

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-380

MEETING: July 18, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve an Agreement with Alliance for Community Transformations in the Amount of $115,351 for Residential Recovery Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Alliance for Community Transformations in the Amount of $115,351 for Residential Recovery Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

Mariposa County Health & Human Services Agency has been contracting with Mariposa Heritage House to provide Substance Use Disorder Recovery Services and Supports since 2014. Over time, HHSA has worked with Alliance to expand their services to become a Homeless Drop In Center, provide Housing Navigation and Supports for homeless community members, operate a HUD funded Continuum of Care Permanent Supportive Housing Program, and provide disaster case management following the Detwiler Fire of 2018. Through these collaborative projects, Alliance for Community Transformations has demonstrated their capacity to work with the homeless community.

Financial: Multiple existing and new funding sources are being used through the Health and Human Services Agency to fund this Program. These include: Substance Use Disorder Block Grant Funds and Social Services Realignment funds if necessary. No General Fund is being sought at this time for this program and there is no impact on the General Fund. In fact, our hope is that by serving the recovery and homeless communities and providing shelter, resources from our law enforcement partners will not be as needed for emergency response.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the most recent agreement with Alliance for Heritage House residential recovery services on June 28, 2022 through Resolution No. 2022-380.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Mariposa County Board of Supervisors could make a decision not to approve this contract with Alliance. Should this happen, HHSA would need to either continue operations of these services to the community or would need to discontinue services to the homeless populations and to those in the recovery community.

FINANCIAL IMPACT

There is no impact to the County General Fund.

ATTACHMENTS

1. **Heritage Alliance FY 2024 Agreement**

VOTE RESULT

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

AGREEMENT FOR RESIDENTIAL RECOVERY 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 Alliance for Community Transformations ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2023 and terminate on June 30, 2024 unless extended as provided by this Agreement.

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $115,351 as set forth in Exhibit C, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:

Alliance for Community
Transformations
P.O. Box 2075
Mariposa, CA 95338

COUNTY:

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

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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 C.

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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Alison Tudor, Executive Director Alliance for Community Transformations
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Exhibit A - SCOPE OF WORK

I. **Description of Services**

Alliance for Community Transformations, Mariposa Heritage House (MHH) Program, will provide the following services:

A. Operation of a Recovery Support Center drop-in center:
   a. Facility will be open Monday-Friday weekly from 8am-5pm. Should services not be provided and/or available five days a week, a new proposed schedule shall be submitted and approved by Mariposa County Health & Human Services Agency (HHSA) at least five (5) business days before implementation of change of business.
   b. MHH will be closed 4 days a year for staff meetings and training.
   c. Will provide information, referrals, and linkages to community services.

B. Provision of SUD program recovery support services for Drug Court Phase 3 and 4 to include:
   a. Linkage and transportation to placement
   b. Peer Counseling for relapse prevention or to link to treatment
   c. Addiction recovery support, groups and individual meetings
   d. Referrals to other services
      i. All referrals are to be documented as to the referral and follow-up.
      ii. Referrals for pregnancy testing, HIV testing and TB testing will be available for all clients
      iii. For perinatal clients
         1. On the referral for SUD services indicate Perinatal status
            a. Provide perinatal referrals within 48 hours
         2. Provide support referrals to prenatal and pediatric health care, childcare, substance use effects education, and parenting education
   e. Recovery support services for Drug Court

C. Provide transportation to necessary appointments for SUD clients as scheduled/referred by HHSA, as available.
   a. Transportation will be scheduled at least 24 hours in advance in accordance with the MHH referral system to ensure adequate coverage.

D. SAPT services may not be provided while the client is in jail or prison.

E. Contractor agrees to meet with MCBHRS no less than 1 time monthly for contract monitoring and programmatic progress.

Substance Abuse Prevention and Treatment Block Grant (SAPG)

F. All SAPT activities are subject to all applicable federal and state laws, regulations and standards. The contractor shall be familiar with and establish written policies and procedures consistent with the requirements listed below, as applicable:

a. Health and Safety Code (HSC), Division 10.5, Part 2 commencing with Section 11760, State Government's Role to Alleviate Problems Related to the Inappropriate Use of Alcoholic Beverages and Other Drug Use.
b. California Code of Regulations (CCR), Title 9, Division 4, commencing with Chapter 1 (herein referred to as Title 9).
c. Government Code (GC), Title 2, Division 4, Part 2, Chapter 2, Article 1.7, Federal Block Grant Funds.
d. GC, Title 5, Division 2, Part 1, Chapter 1, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, commencing with Section 53130.
e. United State Code (USC), Title 42, Chapter 6A, Subchapter XVII, Part B, Subpart ii, commencing with Section 300x-21, Block Grants for Prevention and Treatment of Substance Abuse.
f. Code of Federal Regulations (CFR), Title 45, Part 75, Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards.
g. CFR, Title 45, Part 96, Block Grants.
h. Title 42, CFR, Part 8, Medication Assisted Treatment for Opioid Use Disorders.
i. CFR, Title 21, Chapter II, Drug Enforcement Administration, Department of Justice.

G. The Contractor shall allow for compliance monitoring, including fiscal monitoring and be accountable for audit exceptions for failure to comply with SAPT requirements.
   a. Any discrepancies identified during compliance or fiscal monitoring will require a Corrective Action Plan to be submitted to the county.
      i. Job descriptions shall be developed, revised as needed, and approved by the Program's governing body. The job descriptions shall include:
         1. Position title and classification;
         2. Duties and responsibilities;
         3. Lines of supervision; and
         4. Education, training, work experience, and other qualifications for the position.
      ii. Written code of conduct for employees and volunteers/interns shall be established which addresses at least the following:
         1. Use of drugs and/or alcohol;
         2. Prohibition of social/business relationship with clients or their family members for personal gain;
         3. Prohibition of sexual contact with clients;
         4. Conflict of interest;
         5. Providing services beyond scope;
         6. Discrimination against clients or staff;

7. Verbally, physically, or sexually harassing, threatening, or abusing clients, family members or other staff;
8. Protection of client confidentiality;
9. The elements found in the code of conduct(s) for the certifying organization(s) the program's counselors are certified under; and
10. Cooperation with complaint investigations.

iii. If a program utilizes the services of volunteers and/or interns, procedures shall be implemented which address:
1. Recruitment;
2. Screening;
3. Selection;
4. Training and orientation;
5. Duties and assignments;
6. Scope of practice;
7. Supervision;
8. Evaluation; and

iv. Protection of client confidentiality.

H. Deficiencies - Contractor agrees to correct transactions, errors or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. When County is a clearinghouse, Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

I. Code Set Retention - Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

II. Mariposa County Health and Human Services will provide the following services to help support Mariposa Heritage House:

a. Provide behavioral health professional consultation and case staffing assistance to MHH as needed with appropriate releases.
b. Accept referrals from Alliance for Community Transformations, Mariposa Heritage House Program, professionally and timely.
c. Schedule Team Meetings to review and evaluate program effectiveness.

Exhibit B

A. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

B. Personnel

Ensure that all personnel rendering services shall be employed by or under contract with the CONTRACTOR. They shall be members of CONTRACTOR professional staff. The services shall be provided under the direction of the CONTRACTOR facility Director and shall meet appropriate professional standards.

C. Contract Termination

Services provided by the CONTRACTOR will not relocate or reduce in type or frequency without notification to the MCBHRS within 24 hours and approved by the Department of Health Care Services.

D. Compliance Monitoring

1. The CONTRACTOR shall allow for compliance monitoring, including fiscal monitoring and be accountable for audit exceptions for failure to comply with requirements. Any decencies identified during compliance or fiscal monitoring will require a Corrective Action Plan to be submitted to the county.

E. Additional DMC Requirements

1. If the CONTRACTOR receives DMC funds, the CONTRACTOR shall comply with Minimum Quality Drug Treatment Standards for DMC [(DMC MQDTS document 2F(a)] and/or SABG [(DMC MQDTS document 2F(b)], as applicable.

2. Contractor and subcontractors that provide DMC services shall be responsible for verifying the Medi-Cal eligibility of each beneficiary for each month of service prior to billing for DMC services to that beneficiary for that month. Medi-Cal eligibility verification should be performed prior to rendering service, in accordance with and as described in the DHCS DMC Provider Billing Manual. Options for verifying the eligibility of a Medi-Cal beneficiary are described in the Department of Health Care Services DMC Provider Billing Manual

F. Transitional Housing

If contracted to provide transitional housing, CONTRACTOR will ensure that all individuals in transitional housing are engaged in Substance Use Disorder Treatment, off site, at all times during the individual's stay.

G. Hatch Act

CONTRACTOR agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 15011508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

H. No Unlawful Use or Unlawful Use Messages Regarding Drugs

CONTRACTOR agrees that information produced through these funds, and which pertains to drugs and alcohol - related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, CONTRACTOR agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

I. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

J. Debarment and Suspension

CONTRACTOR shall not subcontract with any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The CONTRACTOR shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

K. Protected Health Information

1. Train all staff policies and procedures regarding PHI as necessary and appropriate for them to carry out their functions in accordance with 42 CFR and HIPAA.

2. Use only encrypted PHI as specified in the HIPAA Security Rule be disclosed via email. Unsecured PHI will not be disclosed via email.

3. All workforce members who assist in the performance of functions or activities on behalf of the Department, or access or disclose Department PHI or PI must complete information privacy and security training, at least annually, at CONTRACTOR's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member’s name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following termination of this Agreement.

L. Health Insurance Portability and Accountability Act (HIPAA) of 1996

All work performed under this Contract is subject to HIPAA, CONTRACTOR shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit F, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies.

1. Trading Partner Requirements

a. No Changes. CONTRACTOR hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the 12 Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

b. No Additions. CONTRACTOR hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

c. No Unauthorized Uses. CONTRACTOR hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).

d. No Changes to Meaning or Intent. CONTRACTOR hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

2. Concurrence for Test Modifications to HHS Transaction Standards

CONTRACTOR agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, CONTRACTOR agrees that it will participate in such test modifications.

3. Adequate Testing

CONTRACTOR is responsible to adequately test all business rules appropriate to their types and specialties. If the CONTRACTOR is acting as a clearinghouse for enrolled providers, CONTRACTOR has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

4. Deficiencies

CONTRACTOR agrees to correct transactions, errors or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the CONTRACTOR is acting as a clearinghouse for that provider. When County is a clearinghouse, CONTRACTOR agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services

5. Code Set Retention

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

6. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so,

the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

M. Charitable Choice

Nondiscrimination and Institutional Safeguards for Religious Providers

CONTRACTOR shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54, (Reference Document 1B).

N. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in Title 9, CCR, Division 4, Chapter 8, (Document 3H).

O. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V). If the provider chooses not to participate in MCBHRS annual training, CONTRACTOR must provide the training at CONTRACTOR'S expense and provide proof of annual training.

P. Intravenous Drug Use (IVDU) Treatment

CONTRACTOR shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

Q. Restriction on Distribution of Sterile Needles

No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

R. Tuberculosis Treatment

CONTRACTOR shall ensure the following related to Tuberculosis (TB):

1. Routinely make available TB services to each individual receiving treatment for AOD use and/or abuse.
2. Reduce barriers to patients' accepting TB treatment.
3. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

S. Trafficking Victims Protection Act of 2000

CONTRACTOR and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (22 United States Code (USC) 7104(g)) as amended by section 1702 of Pub. L. 112-239. CONTRACTOR will provide annual training on TVPA for all staff.

T. Tribal Communities and Organizations

CONTRACTOR shall regularly assess (e.g. review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, survey Tribal representatives for insight in potential barriers, the substance use service needs of the American Indian/Alaskan Native (Al/AN) population within the County geographic area, and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to Al/NA communities within the County.

U. Byrd Anti-Lobbying Amendment (31 USC 1352)

CONTRACTOR certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. CONTRACTOR shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

V. Nondiscrimination in Employment and Services

By signing this Contract, CONTRACTOR certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, CONTRACTOR will not unlawfully discriminate against any person.

W. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 —6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
9. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.
10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A-E).
13. CONTRACTOR shall provide services to all eligible persons in accordance with state and federal statutes and regulations and assure in the planning for the provision of services that clients are provided educational materials or other resources for the provision of services.

X. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
4. No state or federal funds shall be used by the CONTRACTOR or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the CONTRACTOR or its subcontractors to provide direct, immediate, or substantial support to any religious activity.
5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.
6. CONTRACTOR shall participate in the County Behavioral Health Director's Association of California. CONTRACTOR shall attend meetings, special meetings called by DHCS director and represent the program for the purpose of a relationship with DHCS with respect to policies, standards and administration for AOD abuse services.
7. CONTRACTOR shall provide timely access to care and services in accordance with CFR 42 (**§** 422.112 Access to services) and ensure state standards, taking into account the urgency of the need for services.
8. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
9. No federal funds shall be used by the County or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the County or its subcontractors to provide, direct, immediate, or substantial support to any religious activity.

Y. Reporting and Invoicing

CONTRACTOR shall submit detailed invoices and receipts of exact costs to be paid by COUNTY by the 15th of every month with the exception of the last invoice of the fiscal year being submitted no later than July 10. COUNTY will pay appropriate invoices within thirty (30) business days upon receipt.

Z. Information Access for Individuals with Limited English Proficiency

1. CONTRACTOR shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding

access to materials that explain services available to the public as well as providing language interpretation services.

2. CONTRACTOR shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to:

a. materials explaining services available to the public,
b. language assistance,
c. language interpreter and translation services, and
d. video remote language interpreting services.

AA. Security Breaches

All security breaches will be reported immediately to the Quality Assurance unit with MCBHRS.

BB. Noncompliance with Reporting Requirements

CONTRACTOR agrees that DHCS has the right to withhold payments until CONTRACTOR has submitted any required data and reports to DHCS, as identified in Exhibit A, Attachment I, Part III- Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

CC. Youth Treatment Guidelines

If contracted to provide treatment to youth, CONTRACTOR must comply with the guidelines in Document 1V, incorporated by this reference, "Youth Treatment Guidelines," in developing and implementing youth treatment programs funded under this Exhibit, until new Youth Treatment Guidelines are established and adopted. No formal amendment of this contract is required for new guidelines to be incorporated into this Contract.

CONTRACTOR must comply with DHCS guidelines in developing and implementing youth treatment programs funded under Enclosure 2 of SABG County Application, until new Youth Treatment Guidelines are established and adopted.

DD. Perinatal Services

1. If contracted to provide perinatal services, CONTRACTOR must comply with the perinatal program requirements as outlined in the Perinatal Services Network Guidelines. The Perinatal Services Network Guidelines are attached to this contract as Document 1G, incorporated by reference. The CONTRACTOR must comply with the current version of these guidelines until new Perinatal Services Network Guidelines are established and adopted. The incorporation of any new Perinatal Services Network Guidelines into this Contract shall not require a formal amendment.

2. CONTRACTOR receiving SABG funds for perinatal services must adhere to the Perinatal Services Network Guidelines, regardless of whether the CONTRACTOR exchanges perinatal funds for additional discretionary funds.

3. CONTRACTOR must be certified to provide perinatal recovery services to COUNTY beneficiaries who are authorized for services by COUNTY.

4. CONTRACTOR will ensure that documentation of pregnancy and last day of pregnancy are in the beneficiary record for all perinatal clients.

EE. Additional Contract Restrictions

1. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

Exhibit C

Cost Proposal

Mariposa Heritage House Budget
July 1, 2023 - June 30, 2024

Personnel Narrative	Personnel Calculation	SUD Cost
Executive Director: Oversees grant management and program direction; fills in for program director when needed; 28% SUD, 72% H&H	$9,584.75 per month x 12 months x 4.3471835%	$ 1,400
Program Director (Vacant): Oversees all staff & programs at MHH, responsible for grant reporting. This position is for the full 12 months of the grant and represents the new MHH Program Director; 70% SUD, 30% H&H	$6,326.58 per month x 12 months x 31.7826%	$ 16,890
Program Director 1.1: Oversees all staff & programs at MHH, responsible for grant reporting. This position is for the first two months of the grant and will be providing training for the new MHH Program Director; 70% SUD, 30% H&H	$6,233 per month x 2 months x 67.9127%	$ 5,926
Systems Specialist: Supports on site systems, data entry & tracking at MHH	$27.52 per hour x 40 hours per week x 52 weeks x 7.385%	$ 1,184
Program Coordinator (Vacant): Supervises staff and programs at MHH. This position does not begin until 10/1/2023; 50% SUD, 50% H&H	$5,480.78 per month x 9 months x 20%	$ 4,933
SUD Peer Counselor 5: facilitates daily programming and SUD counseling at MHH; SUD- 95%, 5%- H&H	$21.52 per hour x 40 hours per week x 52 weeks x 49.99%	$ 21,257
Program Aide 2: assists with daily programming at MHH, fills in for other staff when needed, supports Drug Court, provides Recovery Peer Supports; 50% SUD, 50% H&H	$19.76 per hour x 40 hours per week x 52 weeks x 25%	$ 5,138
Program Aide 8: assists with daily programming at MHH, fills in for other staff when needed ; 100% H&H	$17.793 average per hour x 24 hours per week x 52 weeks x 100%	
Overtime: cost of hourly staff's overtime when necessary (average rate from all hourly staff)	Average of $31.53 per hour x .426944 hours per week x 52 weeks x 100%	$ 196
Personnel subtotal		$ *56,923*
Employee Benefits - 23% of staff time		$ 13,092
Personnel total		$ 70,016
Operating		
Fees: Live scan fees for new staff and alarm company costs to ensure safety of the office.	$27 per month x 12 months x 50%	$ 162
Advertising: Cost to promote job openings due to staff turnover.	$220 annually x 50%	$ 110
Memberships: Cost of annual memberships such as CCAPP.	$600 annually x 50%	$ 300
Professional Fees: Cost of fees for professional services such as pest control.	$166 per month x 12 months x 50%	$ 996
Training Fees/Supplies: Cost for staff training at regional SUD and homelessness convenings.	$8,550 annually x 52.63157%	$ 4,500
Office Supplies: Paper, pens, binders, files, notebooks and other needed office supplies.	$916.67 per month x 12 months x 37%	$ 4,050
Food: Food for served meals at the MHH drop in center.	$916.67 per month x 12 months x 23.76%	$ 2,614
Laundry: Cost for participants to do laundry.	$125 per month x 12 months x 11.2%	$ 168
Printing/copying: Cost of monthly printing and copying at MHH.	$350 per month x 12 months x 8.33%	$ 350
Travel/Fleet Mileage: Mileage driven to provide MHH services.	21,374.0458 miles annually x 65.5 cents/mile (IRS rate) x 2.05%	$ 287
Office Rent: MHH office & drop in center rent.	$3,500 per month x 12 months x 38.6452381%	$ 12,994
MHH Utilities: Monthly utility costs including trash removal, electricity, propane, etc.	$1,287.50 per month x 12 months x 15.3656958%	$ 2,374
MHH Communications: Monthly phone/internet and cell phone expenses.	$900 per month x 12 months x 36.7963%	$ 3,974

Facility Repairs/Maintenance: Cost to repair and/or maintain drop in center in accordance with local health & safety standards. For example, minor unit repairs for kitchen, shower facilities, etc.	$3,200 annually x 50%	$ 1,600
Computer Equipment/Software: Cost of monthly timesheet tracking service for Connections staff.	$61.67 x 12 months x 50%	$ 370
Operating total		$ 34,849
Direct costs	Personnel + operating	$ 104,865
Indirect costs: Administrative costs including human resources, payroll, accounting, accounts payable/receiveable, benefit administration, agency databases, etc.	Total personnal & operating costs of $277,143 x 10%	$ 10,486
		SUD Cost
Total costs		$ 115,351

Exhibit D

Reporting Requirements

SAPT Reporting	
Program Name**:**	Heritage House – Drop-in Center
Reporting Month:	

SAPT funding:

Drug Court Data to Capture	Totals
Unduplicated number of drug court participants in phase 3 or 4	
Duplicated number of clients provided transportation to drug court and treatment (total number of transportation encounters provided)	
Unduplicated number of Drug Court participants provided with SUD treatment program placements as requested by Health and Human Services	
Unduplicated number of Recovery Support Services for Phase 3 and 4 participants	
Unduplicated number of Drug Court participants receiving recovery support services such as group participation or individual recovery support	
Total number of support groups/activities	
SAPT Data to Capture	**Totals**
Unduplicated number of clients	
Duplicated number of clients provided transportation (total number of transportation encounters provided, unduplicated from drug court reporting)	
Unduplicated number of Perinatal clients	
Unduplicated number of Recovery Support Services	
Unduplicated number of participants receiving recovery support services such as group participation or individual recovery support	
Unduplicated number of SUD referred to county treatment program	
Total number of support groups/activities	

ATTACHMENT

Heritage House Monthly Reporting

Age	Totals
0-15	
16-25	
26-59	
60+	
Decline to state	

Race	Totals
American Indian or Alaskan Native	
Asian	
Black or African American	
Native American or other Pacific Islander	
White	
Other	
More than one race	
Decline to Answer	

Gender Assigned at Birth	Totals
Male	
Female	
Decline to State	
Current Gender Identity	
Male	
Female	
Transgender	
Queer	
Questioning or unsure	
Another Gender Identity	
Decline	

Sexual Orientation	Totals
Gay or Lesbian	
Hetero or Straight	
Bisexual	
Questioning or Unsure	
Queer	
Another Sexual Orientation	

Decline	

Veteran Status	Totals
Yes	
No	
Decline to State	

Language	Totals
English	
Spanish	
Unknown/other	

Ethnicity	Totals
Hispanic or Latino	
Caribbean	
Central American	
Mexican/Mexican-American	
Puerto Rican	
South American	
Non-Hispanic or Latino	
African	
Asian Indian/South Asian	
Cambodian	
Chinese	
Eastern European	
European	
Filipino	
Japanese	
Korean	
Middle Eastern	
Vietnamese	
Other	
Decline	
Unknown	
More than one Ethnicity	

Disability	Totals
Difficulty Seeing	

Difficulty Hearing	
Mental Illness	
Physical/Mobility issues	
Chronic Health Condition	
Other	

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-381

MEETING: July 18, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve First Amendment to Agreement with Infant/Child Enrichment Services increasing the Amount by $20,000 to A New Amount Not to Exceed $105,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to Agreement with Infant/Child Enrichment Services increasing the Amount by $20,000 to A New Amount Not to Exceed $105,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

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

During the term of the agreement, service demands have exceeded the anticipated levels and resulted in this requested resolution for an increase in the agreement amount.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Board of Supervisors approved the agreement with ICES on May 24, 2022 through Resolution No. 2022-314.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

There is no financial impact to the County's General Fund.

ATTACHMENTS

1. **First Amendment - ICES Agreement 2023**
2. **Infant Child Enrichment Services 2023 - Res. 2022-314 - EXECUTED**

VOTE RESULT

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

FIRST AMENDMENT TO AGREEMENT FOR CHILD CARE SERVICES

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

WHEREAS, County and Contractor have heretofore entered into an Agreement dated June 22, 2022, wherein Contractor agreed to provide child care services; and

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

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

1. Paragraph 3, "COMPENSATION," is hereby amended to provide that an additional $20,000 will be added to the original amount of $85,000, making the total compensation paid to Contractor the not to exceed amount of $105,000.

Except as herein amended, the Agreement dated June 22, 2022 shall remain in full force and effect.

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 June 30, 2023. The parties shall treat the Agreement as if it had been in full force and effect continuously since June 30, 2023, without there having been any interruption of the Agreement whatsoever.

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

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

MARIPOSA COUNTY

HHS/Employment and Community Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-314

MEETING: May 24, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Infant/Child Enrichment Services, Inc. (ICES) 2022/23 Child Care Agreement

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RECOMMENDATION AND JUSTIFICATION:
Approve an agreement with Infant/Child Enrichment Services (ICES) to provide child care services in an amount not to exceed $85,000; and authorize the Board of Supervisors Chair to sign the agreement.

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

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

The existing agreement was approved by the Board on April 13, 2021 through Resolution 2021-185.

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

FINANCIAL IMPACT:
This contract is budgeted in the FY2022-2023 budget for Human Services division with Health and Human Services Agency. There is no financial impact to the County's General Fund.

ATTACHMENTS:

ICES Agreement 2023v2 - April 11 2022 (PDF)

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

AGREEMENT FOR CHILD CARE SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 22nd day of June, 20 22, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Infant/Child Enrichment Services, Inc. ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2022 and terminate on June 30, 2023 unless extended as provided by this Agreement.

2. SERVICES

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

3. COMPENSATION

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

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

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

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

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws

related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA

755B095D709
Rosemarie Smallcombe
ZorroSign

Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR

755B095D71D
ZorroSign

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

COUNTERSIGNED:
(Government Code §25103)

755B095D713
Danielle Ward
ZorroSign

Keith Williams
Interim Clerk of the Board

APPROVED AS TO FORM:

755B095D6F5
Steven W. Dahlem
ZorroSign

Steven W. Dahlem
County Counsel

Exhibit A
SCOPE OF WORK

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit B
COST PROPOSAL

COUNTY shall pay CONTRACTOR a maximum amount of Eighty Five Thousand Dollars ($85,000) for Stage One child care services, as established by AB 1542, provided to CalWORKs participants. This AGREEMENT is for child care paid in the months July 2022 through June 2023. Claims and reports are based on the "Cash Method" of accounting.

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

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

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

COUNTY further agrees to provide CONTRACTOR with an advance payment of $15,000. Advance will be claimed by CONTRACTOR at an amount of $3,000 or more per month beginning with the February 2023 claim. Advance is expected to be paid back to COUNTY no later than June 30th .

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

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

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

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

VENDOR ASSURANCE OF COMPLIANCE WITH
THE MARIPOSA COUNTY
WELFARE DEPARTMENT

NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

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

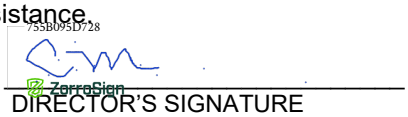
HEREBY AGRESS THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans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

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

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

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

07/11/2022
DATE



DIRECTOR'S SIGNATURE

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

CR50-Vendor Assurance of Compliance

SWD

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING:	July 18, 2023
TO:	The Board of Supervisors
FROM:	Joe Lynch, Director of Health and Human Services
RE:	Accept the Resignation of Sarah Montoya from the Mariposa County Commission on Aging, Effective Immediately

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RECOMMENDATION AND JUSTIFICATION

Accept the Resignation of Sarah Montoya from the Mariposa County Commission on Aging, Effective Immediately.

Ms. Montoya has served on the Commission on Aging since her December 2020 appointment. On June 26, 2023, Ms. Montoya provided notice of resignation from the Mariposa County Commission on Aging via electronic mail. Upon acceptance of Ms. Montoya's resignation, a Letter of Appreciation will be sent recognizing her service on this important commission.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has previously accepted the resignations of past commission members.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Lack of acknowledgment to this resignation will create a missed opportunity to properly recognize a member of our community for their dedication, time and efforts.

FINANCIAL IMPACT

N/A

ATTACHMENTS

None

VOTE RESULT

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-386

MEETING: July 18, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve Acceptance of The Business, Consumer Services and Housing Agency's (BCSH) California Interagency Council on Homelessness (Cal ICH) Encampment Resolution Funding Rolling (ERF-2-R) Grant Award in the Amount of $607,336.86; Authorize Board of Supervisors Chair to Sign the Agreement and Any Amendments or Documents Necessary for this Grant; and Approve Budget Action Receiving Unanticipated Revenue ($607,336.86)

RECOMMENDATION AND JUSTIFICATION

Approve Acceptance of The Business, Consumer Services and Housing Agency's (BCSH) California Interagency Council on Homelessness (Cal ICH) Encampment Resolution Funding Rolling (ERF-2-R) Grant Award in the Amount of $607,336.86; Authorize Board of Supervisors Chair to Sign the Agreement and Any Amendments or Documents Necessary for this Grant; and Approve Budget Action Receiving Unanticipated Revenue ($607,336.86)

Mariposa County HHSA's application was selected to receive funding as part of the competitive Encampment Resolution Funding grant made available through Cal ICH. Cal ICH has provided a standard agreement based on the intent to award that lists Mariposa County Health and Human Services as the Contractor; this supports the justification for authorization of the signature of the Mariposa Health and Human Sevices Agency Director. This funding will enable responsive efforts that align with a Housing First approach to support a voluntary transition from the Frank Wilson encampment site to interim emergency shelter, with the subsequent goal of securing permanent housing.

This funding opportunity will serve as a catalyst to put effective, efficient solutions in place that will make a meaningful difference for the community of Mariposa, and especially for the people who are experiencing homelessness in the Frank Wilson encampment. Multidisciplinary teams will support outreach, transition preparedness, supportive service delivery, and a coordinated transition for each person currently residing within the encampment. Multiple outreach events will occur throughout the process, and the process and related timelines will be clearly communicated to encampment residents. These efforts will build on the trust and rapport that have been achieved through ongoing outreach over the last several months. Aligning with Housing First principles, all services offered will be voluntary and interim shelter opportunities will align with the low-barrier approach currently in place through the Connections Emergency Shelter. HHSA's System of Care (SOC) approach values a trauma-informed response and an individual's voice and choice; this has been taken into account and has shaped the grant proposal and funding opportunity, which seeks to provide dignified, safe, interim shelter; the ability for people to keep their pets; the ability to store personal belongings; and, the

option to engage in relevant programs and supportive services that promote stability, leading to permanent housing pathways.

Outcomes of this funding opportunity will include the cleaning and clearing of the Frank Wilson encampment site, which will decrease adverse impacts for encampment residents and the community overall; increasing infrastructure and capacity at the Connections Emergency Shelter through the installation of additional storage and several new shelter units; and, securing permanent housing pathways for each person. Comprehensive case management and supportive services for each person will include housing navigation, tenant skills and advocacy, and relevant referrals based on each individual's needs and requests to help support their transition to shelter. Rental funds and resources to promote a dignified transition for each person have also been set aside within this funding to support a successful transition to permanent housing.

Letters of support from key partners for Encampment Resolution Funding grant opportunity were provided by CalTrans, Mariposa County Probation, The Alliance for Community Transformations, the Central Sierra Continuum of Care, and the Anthem Blue Cross health plan.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This item has not been previously presented to the Mariposa County Board of Supervisors.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Should the Board of Supervisors not approve acceptance of The Business, Consumer Services and Housing Agency's (BCSH) California Interagency Council on Homelessness (Cal ICH) Encampment Resolution Funding Rolling (ERF-2-R) grant award in the amount of $607,336.86, and authorize Mariopsa Health and Human Services Director to sign the standard agreement, then this funding will not be awarded, and to achieve the outcomes described will require other funding and comprehensive solutions.

FINANCIAL IMPACT

There is no financial impact to the County general fund.

ATTACHMENTS

1. **ERF-2-R_Award_Letter_Mariposa_County**
2. **Encampment_Resolution_Funding_Program_(ERF-2-R)_STD_213_Standard_Agreement_Cover_Page_Mariposa_County**
3. **Encampment_Resolution_Fund_Round_2_Rolling_Disbursement_Standard_Agreement_Exhibits_A-E_Mariposa_County**
4. **Cal_ICH_Grants_Authorized_Signatory_Form**
5. **Budget Action ERF-2-R**

VOTE RESULT

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

California Interagency Council on Homelessness

BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

Gavin Newsom,
Governor

Lourdes M. Castro Ramirez,
Secretary

801 Capitol Mall
Suite 601
Sacramento, CA 95814

(916) 651-2820
bcsh.ca.gov/calich

June 2023

Mariposa County Health and Human Services
Attn: Julianne Sims
5362 Lemee Lane
Mariposa, CA 95388

RE: ERF-2-R Award Announcement – Mariposa County Health and Human Services
Award Amount: $607,336.86

Dear Julianne Sims:

The Business, Consumer Services and Housing Agency's (BCSH) California Interagency Council on Homelessness (Cal ICH) is pleased to announce that the Mariposa County Health and Human Services has been awarded an Encampment Resolution Funding Rolling (ERF-2-R) grant in the amount of $607,336.86**.** This letter constitutes notice of the award of ERF-2-R funds for use in the Mariposa County Health and Human Services**.**

The Mariposa County Health and Human Services will receive its full disbursement of funds after the Standard Agreement is fully executed. Please be advised that this award is subject to the terms and conditions of the Standard Agreement. Failure to sign and return the Standard Agreement within 30 days of receipt from BCSH may result in a delay of disbursement of funds.

Congratulations on your successful application. For further information or if you have any questions, please contact me at Jeannie.McKendry@bcsh.ca.gov or calichgrants@bcsh.ca.gov.

Sincerely,

Jeannie McKendry

Jeannie McKendry,
Grants Development Section Chief, Cal ICH

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
23-ERF-2-R-10006	010725

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Business, Consumer Services and Housing Agency

CONTRACTOR NAME

Mariposa County Health and Human Services

2. The term of this Agreement is:

START DATE

Upon BCSH Approval

THROUGH END DATE

3/31/2027

3. The maximum amount of this Agreement is:

$607,336.86 (Six Hundred Seven Thousand Three Hundred Thirty Six Dollars and Eighty Six Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

	Exhibits	Title	Pages
	Exhibit A	Authority, Purpose and Scope of Work	6
	Exhibit B	Budget Detail and Disbursement Provisions	4
	Exhibit C	State of California General Terms and Conditions	1
+ -	Exhibit D	General Terms and Conditions	10
+ -	Exhibit E	Special Terms and Conditions	2

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Mariposa County Health and Human Services

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
5362 Lemee Lane	Mariposa	CA	95388

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
23-ERF-2-R-10006	010725

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Business, Consumer Services and Housing Agency			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
500 Capitol Mall, Suite 1850	Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING	TITLE		
Lourdes Castro Ramírez	Secretary		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

Encampment Resolution Funding Program
Round 2, Rolling Disbursement (ERF-2-R)
Standard Agreement

EXHIBIT A
AUTHORITY, PURPOSE, AND SCOPE OF WORK

1) Authority

The State of California has established the Encampment Resolution Funding Program ("ERF" or "Program") pursuant to Chapter 7 (commencing with Section 50250) of Part 1 of Division 31 of the Health and Safety Code. Amended by SB 197 (Statutes of 2022, Chapter 70, Sec.3-8, effective June 30, 2022).

The Program is administered by the California Interagency Council on Homelessness ("Cal ICH") in the Business, Consumer Services and Housing Agency ("Agency"). ERF provides one-time, competitive grant funds to Continuums of Care and / or Local Jurisdictions as defined below. To date, there have been two rounds of the Encampment Resolution Funding Program. This Standard Agreement governs the Rolling Disbursement in Round 2 of the ERF Program ("ERF-2-R"). For this Standard Agreement, ERF-2-R is synonymous with "ERF" or "Program"." and refers to programs and grantees under Health and Safety Code 50252.1(c)(1).

This Standard Agreement along with all its exhibits ("Agreement") is entered into by Cal ICH and a Continuum of Care or a Local Jurisdiction ("Grantee") under the authority of, and in furtherance of, the purpose of the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability ("NOFA") under which the Grantee applied, the representations contained in the Grantee's application, Cal ICH guidance or directives, and the requirements appearing in the statutory authority for the Program cited above.

2) Purpose

As stated in the NOFA, the Program's objective is to fund actionable, person-centered local proposals that resolve the experience of unsheltered homelessness for people residing in encampments. Resolving these experiences of homelessness will necessarily address the safety and wellness of people within encampments, resolve critical encampment concerns, and transition individuals into interim shelter with clear pathways to permanent housing or directly into permanent housing, using data informed, non-punitive, low-barrier, person-centered, Housing First, and coordinated approaches. These projects must comply with the principles of Housing First as defined in Welfare and Institutions Code Section 8255. Proposals may bolster existing, successful models and/or support new approaches that provide safe stable, and ultimately permanent housing for people experiencing homelessness in

encampments. Expenditures shall be consistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments.

3) **Definitions**

The following Encampment Resolution Funding Program terms are defined in accordance with Health and Safety Code Section 50250, Subdivisions (a) – (l);

(a) “Additional funding round moneys” means moneys appropriated for the program in or after fiscal year 2022–23.

(b) “Agency” means the Business, Consumer Services, and Housing Agency.

(c) “Applicant” means a continuum of care or local jurisdiction

(d) “Continuum of Care” has the same meaning as in Section 578.3 of Title 24 of the Code of Federal Regulations.

(e) “Council” means the California Interagency Council on Homelessness, previously known as the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.

(f) “County” includes, but is not limited to, a city and county.

(g) “Funding round 1 moneys” means moneys appropriated for the program in fiscal year 2021–22.

(h) “Homeless” has the same meaning as in Section 578.3 of Title 24 of the Code of Federal Regulations.

(i) “Local Jurisdiction” means a city, including a charter city, a county, including a charter county, or a city and county, including a charter city and county.

(j) “Program” means the Encampment Resolution Funding program established pursuant to this chapter.

(k) “Recipient” means an applicant that receives grant funds from the council for the purposes of the program.

(l) “State right-of-way” means real property held in title by the State of California

Additional definitions for the purposes of ERF program:

“Grantee” is “a Continuum of Care or a Local Jurisdiction that receives grant funds from the Council for the purposes of the program. Grantee is synonymous with “Recipient.”

"Subrecipients" or "Subgrantees" are entities that receive subawards from "Recipients" or "Grantees" to carry out part of the Program.

"Expended" means all ERF funds obligated under contract or subcontract that have been fully paid and receipted, and no invoices remain outstanding.

"Obligate" means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using ERF funding. Grantees must obligate the funds by the statutory deadlines set forth in this Exhibit A.

"Cal ICH" is synonymous with "Council".

4) **Scope of Work**

This Scope of Work identifies the terms and conditions necessary to accomplish the Program's intended objectives.

As detailed in Exhibit A.2, the Program's objective is to fund grantees to implement actionable, person-centered local proposals that resolve the experience of unsheltered homelessness for people residing in encampments.
Grantees will implement their ERF funded local proposals in compliance with the terms and conditions of this Agreement, the NOFA under which the Grantee applied, the representations contained in the Grantee's application, Cal ICH guidance and directives, and the requirements per the authorizing statute.

Expenditures shall be consistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments. Permissible eligible uses and activities are detailed below in Exhibit B, Budget Details and Disbursement Provisions. Prior to fully executing this agreement, Grantees must standardize their budget using a Cal ICH provided budget template.

Grantees are expected to be close partners with Cal ICH. This means timely and accurate reporting, candid communication of successes and challenges, and availability of persons, information, or materials.

Quarterly reporting requirements are detailed below in Exhibit D.4. Reporting, Evaluation, and Audits.

Fiscal deadlines are detailed below in Exhibit A.6. Effective Date, Term of Agreement, and Deadlines.

Grantees shall complete a Final Work Product (As detailed below in Exhibit A.6.d.) and participate in a program evaluation regarding their implementation of ERF awards. To support this effort, Cal ICH will make Technical Assistance available.

Cal ICH maintains sole authority to determine if a Grantee is acting in compliance with the program objectives and may direct Grantees to take specified actions or risk breach of this Agreement. Grantees will be provided reasonable notice and Cal ICH's discretion in making these determinations are absolute and final.

5) **Cal ICH Contract Coordinator**

Cal ICH's Contract Coordinator for this Agreement is the Council's Grant Development Section Chief or the Grant Development Section Chief's designee. Unless otherwise instructed, any communication shall be conducted through email to the Cal ICH Contractor Coordinator or their designee. If documents require an original signature, the strongly preferred form is an e-Signature in accordance with the Uniform Electronic Transactions Act (UETA). If an Awardee is unwilling or unable to sign a document electronically, Agency shall accept wet or original signed documents. These documents containing wet signatures should be both mailed to Cal ICH and scanned and emailed as instructed. State law or policy may require the use of wet signatures for specific documents. The Representatives during the term of this Agreement will be:

	PROGRAM	GRANTEE
ENTITY:	Business, Consumer Services and Housing Agency	Mariposa County Health and Human Services
SECTION/UNIT:	California Interagency Council on Homelessness (Cal ICH)	
ADDRESS:	801 Capital Mall, 6th floor Sacramento, CA, 95814	5362 Lemee Lane Mariposa, CA 95388
CONTRACT COORDINATOR	Jeannie McKendry	Julianne Sims
PHONE NUMBER:	(916) 510-9446	(209) 966-2000
EMAIL ADDRESS:	Jeannie.McKendry@bcsh.ca.gov and calichgrants@bcsh.ca.gov	jsims@mariposacounty.org

The Council reserves the right to change their Cal ICH Contractor Coordinator, designee, and / or contact information at any time with reasonable notice to the Grantee.

All requests to update the Grantee information listed within this Agreement shall be emailed to Cal ICH grant's general email box at calichgrants@bcsh.ca.gov.

Notice to either party may be given by email. Such notice shall be effective when received as indicated on email. Changes to Cal ICH Contractor Coordinator, designee, and / or contact information or grantee information can be made without a formal amendment, approved by DGS.

6) **Effective Date, Term of Agreement, and Deadlines**

a) This Agreement is effective upon execution by Cal ICH, which includes signature from the Grantee and Cal ICH. This is indicated by the Cal ICH provided signature and date on the second page of the accompanying STD. 213, Standard Agreement.

b) Performance shall start no later than 30 days, or on the express date set by Cal ICH and the Grantees, after all approvals have been obtained and the Grant Agreement is fully executed. Should the Grantee fail to commence work at the agreed upon time, Cal ICH, upon five (5) days written notice to the grantee, reserves the right to terminate the Agreement.

c) Grantees will continue to perform until the Agreement is terminated, including data reporting and participation in program evaluation activities, as needed.

d) This Agreement will terminate on March 31, 2027.

Grantees shall submit a Final Work Product by September 30, 2026. The Final Work Product will include programmatic and fiscal data and a narrative on the outputs and outcomes of the program on a reporting template to be provided by Cal ICH.

Cal ICH will review submitted Final Work Products and collaborate with Grantees to cure any deficiencies by March 31, 2027.

Grantees are expected to continue performing until March 31, 2027. This means timely and accurate reporting, candid communication of success or shortcomings, and availability of persons, information, or materials.

e) Expenditure and Obligation Deadlines:

i. Grantees shall expend no less than 50 percent and obligate 100 percent of Program funds by June 30, 2024.

ii. Grantees that have not obligated 100 percent of their Program funds by June 30, 2024, shall submit an alternative disbursement plan to Cal ICH for approval no later than July 30, 2024. This alternative disbursement plan should detail the explanation for the delay and plans for all future obligations and expenditures.

iii. Grantees not meeting the requirements outlined in (i) may be subject to additional corrective action, as determined by Cal ICH.

iv. All Program funds (100 percent) shall be expended by June 30, 2026. Any funds not expended by this date shall revert to the fund of origin pursuant to HSC Section 50253(e)(5).

7) **Special Conditions**

Cal ICH maintains sole authority to determine if a Grantee is acting in compliance with the program objectives and may direct Grantees to take specified actions or risk breach of this Agreement. Grantees will be provided reasonable notice and Cal ICH's discretion in making these determinations are absolute and final.

Encampment Resolution Funding Program
Standard Agreement

EXHIBIT B
BUDGET DETAIL and DISBURSEMENT PROVISIONS

1) **General Conditions Prior to Disbursement**

All Grantees must submit the following completed forms prior to ERF being released:

- Request for Funds Form ("RFF")
- STD 213 Standard Agreement form and initialed Exhibits A through E
- STD 204 Payee Data Record or Government Agency Taxpayer ID Form

2) **Disbursement of Funds**

ERF will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Cal ICH, the Department of General Services (DGS), and the State Controller's Office (SCO).

The RFF must include the total amount of Program funds proposed to be expended. The ERF will be disbursed in one allocation via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

3) **Budget Details and Expenditure of Funds**

The Grantee shall expend Program funds on eligible uses and activities as detailed in the submitted standardized budget. Cal ICH reserves the right to direct specific line-item changes in the originally submitted Application budget or subsequently submitted standardized budgets.

a) **Budget Changes**

i) Process:

Budget modification requests should be made as part of the quarterly report process. These requests will be reviewed in the first week after quarterly reports are received. Cal ICH may consider budget change requests outside of this process, through email as needed due to documented, exigent circumstances. Grantees carry the burden to anticipate foreseeable budget change requests and should plan accordingly.

Cal ICH reserves the right to amend or adjust this process as necessary.

ii) Conditions requiring a budget modification request:

Changes may be made to the timing (e.g., fiscal year) of eligible use expenditures without prior approval by Cal ICH so long as the total expenditures (actual and projected) for each eligible use category remain the same as approved in the standardized budget.

Any decrease or increase to the total expenditures for any eligible use category must be approved by Cal ICH's Grant Development Section Chief or their designee, in writing, before the Grantee may expend Program funds according to an alternative standardized budget. The Grant Development Section Chief will respond to Grantee with approval or denial of request. Failure to obtain written approval from Cal ICH as required by this section may be considered a breach of this Agreement. A breach of this agreement may result in remedies listed below in Exhibit D.6. Breach and Remedies.

Regardless of an increase or decrease of an expenditure amount, any significant or material programmatic or fiscal change as considered by a reasonable project manager should be submitted to Cal ICH for approval.

b) Eligible Uses

Eligible uses and activities must be consistent with HSC Sections 50250 – 50254, other applicable laws, the terms and conditions of this Agreement, Cal ICH guidance or directives, the NOFA under which the Grantee applied, representations contained in the Grantee's application, and the Purpose of the Program as detailed in Exhibit A.2. Purpose.

Eligible uses and activities include, but are not limited to, the following:

Rapid Rehousing: Rapid rehousing, including housing identification services, rental subsidies, security deposits, incentives to landlords, and holding fees for eligible persons, housing search assistance, case management and facilitate access to other community-based services.

Operating Subsidies: Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.

Street Outreach: Street outreach to assist eligible persons to access crisis services, interim housing options, and permanent housing and services. Services Coordination Services coordination, which may include access to workforce, education, and training programs, or other services needed to improve and

promote housing stability for eligible persons, as well as direct case management services being provided to persons.

Systems Support: Systems support for activities that improve, strengthen, augment, complement, and/or are necessary to create regional partnerships and a homeless services and housing delivery system that resolves persons' experiences of unsheltered homelessness.

Delivery of Permanent Housing: Delivery of permanent housing and innovative housing solutions, such as unit conversions that are well suited for eligible persons.

Prevention and Shelter Diversion: Prevention and shelter diversion to permanent housing, including flexible forms of financial assistance, problem solving assistance, and other services to prevent people that have been placed into permanent housing from losing their housing and falling back into unsheltered homelessness. This category is only available to serve people who were formerly residing in the prioritized ERF encampment site.

Interim Sheltering: Interim sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing non-congregate shelters, and operations of existing navigation centers and shelters based on demonstrated need that are well suited for eligible persons.

Improvements to Existing Emergency Shelters: Improvements to existing emergency shelters to lower barriers, increase privacy, better address the needs of eligible persons, and improve outcomes and exits to permanent housing.

Administration: up to 5% of awarded Program funds may be applied to administrative costs.

Program funds shall not be expended on Site Restoration or other Ineligible Costs as detailed immediately below.

4) **Ineligible Costs**

ERF shall not be used for costs associated with activities in violation, conflict, or inconsistent with HSC Sections 50250 – 50254, other applicable laws, the terms and conditions of this Agreement, Cal ICH guidance or directives, the NOFA under which the Grantee applied, representations contained in the Grantee's application, and the Purpose of the Program as detailed in Exhibit A.2. Purpose.

Costs shall not be used for any use or activity that is in violation, conflict, or inconsistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments.

Moreover, no parties to this contract nor their agents shall directly or indirectly use ERF awards for any use or activity that is in violation, conflict, or inconsistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments. ERF funded activities that cause a traumatic effect are inconsistent with ensuring the safety and wellness of people experiencing homelessness in encampments.

Cal ICH, at its sole and absolute discretion, shall make the final determination regarding the allowability of ERF expenditures.

Cal ICH reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use ERF funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to Cal ICH at an amount and timeframe determined by Cal ICH.

An expenditure which is not authorized by this Agreement, or by written approval of Cal ICH, or which cannot be adequately documented, shall be disallowed, and must be reimbursed to Cal ICH by the Grantee at an amount and timeframe determined by Cal ICH.

Program funds shall not be used to supplant existing local funds for homeless housing, assistance, prevention, or encampment resolution including site restoration or waste management.

Unless expressly approved by Cal ICH in writing reimbursements are not permitted for any Program expenditures prior to this Agreement's date of execution.

Encampment Resolution Funding Program
Standard Agreement

EXHIBIT C
STATE OF CALIFORNIA GENERAL TERMS AND CONDITIONS

This exhibit is incorporated by reference and made part of this agreement. The General Terms and Conditions (GTC 04/2017) can be viewed at the following link:

https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.pdf?la=en&hash=3A64979F777D5B9D35309433EE81969FD69052D2

In the interpretation of this Agreement, any inconsistencies between the State of California General Terms and Conditions (GTC - 04/2017) and the terms of this Agreement and its exhibits/attachments shall be resolved in favor of this Agreement and its exhibits/attachments.

Encampment Resolution Funding Program
Standard Agreement

EXHIBIT D
GENERAL TERMS AND CONDITIONS

1) **Termination and Sufficiency of Funds**

a) **Termination of Agreement**

Cal ICH may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Grantee. Cause shall consist of violations of any conditions of this Agreement, any breach of contract as described in paragraph 6 of this Exhibit D; violation of any federal or state laws; or withdrawal of Cal ICH's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by Cal ICH, any unexpended funds received by the Grantee shall be returned to Cal ICH within 30 days of Cal ICH's specified date of termination.

b) **Sufficiency of Funds**

This Agreement is valid and enforceable only if sufficient funds are made available to Cal ICH by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

2) **Transfers**

Grantee may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except as allowed within Exhibit D.12. (Special Conditions – Grantees/Sub Grantee) or with the prior written approval of Cal ICH and a formal amendment to this Agreement to affect such subcontract or novation.

3) **Grantee's Application for Funds**

Grantee submitted a standardized budget to Cal ICH as part of their application for the Program.

Grantee warrants that all information, facts, assertions and representations contained in the application and approved modifications and additions thereto are true, correct, and complete to the best of Grantee's knowledge. In the event that any

part of the application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect Cal ICH approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then Cal ICH may declare a breach of this Agreement and take such action or pursue such remedies as are legally available.

4) **Reporting, Evaluation, and Audits**

a) **Reporting Requirements**

i. Timing and Format of Reports.

Grantee is required to provide Cal ICH or its agents with all data and outcomes that may inform an assessment of the funded proposal. Grantees shall report quarterly and have one Final Work Product submitted prior to this Agreement's termination.

The quarterly reports shall be submitted on a template to be provided by Cal ICH at least 90 days prior to the first reporting deadline. Cal ICH may request interim reports as needed and will provide no less than 30 days' notice to Grantees.

ii. Required Data

Grantees will be required to provide:

- Outreach and service path data at the anonymized, individual level;
- Current housing status of persons served in the aggregate;
- Status of funding as presented in the Cal ICH approved, standardized budget; and
- Continued confirmation that projects receiving ERF funds are populated timely into HMIS and use Cal ICH supplied funding codes.

Cal ICH's discretion in identifying which information shall be included in these reports is final.

Pursuant to HSC Section 50254, grantees shall provide data elements, including, but not limited to, health information, in a manner consistent with state and federal law, to their local Homeless Management Information System for tracking in the statewide Homeless Data Integration System.

Pursuant to HSC Section 50254(b)(3), Grantees shall report individual, client-level data for persons served by grant funding to the council, in addition to any data reported through local Homeless Management Information System, as required by the council for the purposes of research

and evaluation of grant performance, service pathways, and outcomes for people served.

Grantees shall comply with the data entry requirements of AB977, located at Welfare and Institutions Code section 8256(d).

iii. Cal ICH usage of Reports

Pursuant to HSC Section 50254(b)(4), Council staff may use information reported directly from grantees and through statewide Homeless Data Integration System for the purposes of research and evaluation of grant performance, service pathways, and outcomes for people served.

iv. Failure to Report

If the Grantee fails to provide any such report, Cal ICH may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

b) **Evaluation**

i. At Cal ICH's discretion, Grantees shall participate in a program evaluation regarding their implementation of ERF awards. To support this effort, Cal ICH will contract a third party to complete the evaluation.

ii. Grantees are expected to be close partners with Cal ICH for this program evaluation and for all evaluative aspects of this Program. This means timely and accurate reporting, candid communication of success or challenges, and availability of persons, information, or materials. More specifically, Grantees must cooperate with Cal ICH or its designee as reasonably required to implement an evaluation plan. This includes providing or facilitating the collection of data and materials as reasonably requested by Cal ICH or its designee.

iii. For the purpose of evaluation, Cal ICH or its designee may visit sites related to the project and film, tape, photograph, interview, and otherwise document Grantee's operations during normal business hours and with reasonable advance notice. Cal ICH will comply with Grantee's site visit terms during any site visits.

iv. Grantees should maintain active data, documents, and filings in anticipation of this evaluation. Special care should be taken to organize and preserve internal work products that guided implementation by the Grantee or subgrantee.

v. Grantees shall notify Cal ICH and provide copies of any reports or findings if Grantee conducts or commissions any third-party research or evaluation regarding their funded project.

vi. All terms and conditions that apply to reporting similarly apply to evaluation.

c) **Auditing**

Cal ICH reserves the right to perform or cause to be performed a financial audit. At Cal ICH request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. Should an audit be required, the Grantee shall adhere to the following conditions:

i) The audit shall be performed by an independent certified public accountant.

ii) The Grantee shall notify Cal ICH of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by Cal ICH to the independent auditor's working papers.

iii) The Grantee is responsible for the completion of audits and all costs of preparing audits.

iv) If there are audit findings, the Grantee must submit a detailed response acceptable to Cal ICH for each audit finding within 90 days from the date of the audit finding report.

5) **Inspection and Retention of Records**

a) **Record Inspection**

Cal ICH or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide Cal ICH, or its designee, with any relevant information requested. The Grantee agrees to give Cal ICH or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the ERF laws, Cal ICH guidance or directives, and this Agreement.

b) **Record Retention**

The Grantee further agrees to retain all records described in subparagraph A for a minimum period of five (5) years after the termination of this Agreement.

If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

c) Public Records Act

The grantees' final HHAP-4 application, this contract, and other documents related to the grant are considered public records, which are available for public viewing pursuant to the California Public Records Act.

6) **Breach and Remedies**

a) **Breach of Agreement**

Breach of this Agreement includes, but is not limited to, the following events:

i. Grantee's failure to comply with the terms or conditions of this Agreement.

ii. Use of, or permitting the use of, Program funds provided under this Agreement for any ineligible activities.

iii. Any failure to comply with the deadlines set forth in this Agreement.

b) **Remedies for Breach of Agreement**

In addition to any other remedies that may be available to Cal ICH in law or equity for breach of this Agreement, Cal ICH may:

i. Conduct a program monitoring which will include a corrective action plan (CAP) with findings, remedies, and timelines for resolving the findings.

ii. Bar the Grantee from applying for future ERF funds;

iii. Revoke any other existing ERF award(s) to the Grantee;

iv. Require the return of any unexpended ERF funds disbursed under this Agreement;

v. Require repayment of ERF funds disbursed and expended under this Agreement;

vi. Require the immediate return to Cal ICH of all funds derived from the use of ERF

vii. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with ERF requirements.

c) All remedies available to Cal ICH are cumulative and not exclusive.

d) Cal ICH may give written notice to the Grantee to cure the breach or violation within a period of not less than 14 days.

7) **Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of Cal ICH to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of Cal ICH to enforce these provisions.

8) **Nondiscrimination**

During the performance of this Agreement, Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, denial of medical and family care leave or pregnancy disability leave, or any other characteristic protected by state or federal law. Grantees and Sub grantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, Section 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, Section 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, Section 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9) **Conflict of Interest**

All Grantees are subject to state and federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will

result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code Section 1090 and Public Contract Code Sections 10410 and 10411.

a) Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.

b) Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

c) Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the Political Reform Act of 1974 (Gov. Code, Section 81000 et seq.).

d) Representatives of a County: A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

10) **Drug-Free Workplace Certification**

Certification of Compliance: By signing this Agreement, Grantee hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, Section 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

Publish a statement notifying employees and subrecipients that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, Grantees, or subrecipients for violations, as required by Government Code Section 8355, subdivision (a)(1).

a) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:

   i. The dangers of drug abuse in the workplace;

   ii. Grantee's policy of maintaining a drug-free workplace;

   iii. Any available counseling, rehabilitation, and employee assistance program; and

   iv. Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.

b) Provide, as required by Government Code Section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:

   i. Will receive a copy of Grantee's drug-free policy statement, and

   ii. Will agree to abide by terms of Grantee's condition of employment or subcontract.

11) **Child Support Compliance Act**

For any Contract Agreement in excess of $100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and

b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

12) **Special Conditions – Grantees/Subgrantee**

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit E. These conditions shall be met to the satisfaction of Cal ICH prior to disbursement of funds. The Grantee shall ensure that all Subgrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of ERF. Failure to comply with these conditions may result in termination of this Agreement.

a) The Agreement between the Grantee and any Subgrantee shall require the Grantee and its Subgrantees, if any, to:

i. Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.

ii. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.

iii. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Grantee or any Subgrantee in performing the Work or any part of it.

iv. Agree to include and enforce all the terms of this Agreement in each subcontract.

13) **Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the ERF program, the Grantee, its subrecipients, and all eligible activities.

Grantee shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to Cal ICH upon request.

14) **Inspections**

a) Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

b) Cal ICH reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

c) Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

15) **Litigation**

a) If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Cal ICH, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.

b) The Grantee shall notify Cal ICH immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Cal ICH, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of Cal ICH.

Encampment Resolution Funding Program
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EXHIBIT E
SPECIAL TERMS AND CONDITIONS

1) All proceeds from any interest-bearing account established by the Grantee for the deposit of funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of funds, must be used for eligible activities and reported on as required by Cal ICH.

2) Grantee shall utilize its local Homeless Management Information System (HMIS) to track ERF projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by funding (e.g., by creating appropriate - ERF specific funding sources and project codes in HMIS).

3) Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or "HDIS"), in accordance with their existing Data Use Agreement entered into with the Council, if any, and as required by Health and Safety Code Section 50254. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code). For purposes of this paragraph, "health information" means "protected health information," as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and "medical information," as defined in subdivision (j) of Section 56.05 of the Civil Code. The Council may, as required by operational necessity, amend or modify required data elements, disclosure formats, or disclosure frequency. Additionally, the Council, at its discretion, may provide Grantee with aggregate reports and analytics of the data Grantee submits to HDIS in support of the Purpose of this Agreement and the existing Data Use Agreement.

4) Grantee agrees to accept technical assistance as directed by Cal ICH or by a contracted technical assistance provider acting on behalf of Cal ICH. Grantee will report to Cal ICH on programmatic changes the Grantee will make as a result of the technical assistance and in support of their grant goals.

5) Grantee should establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.

6) Cal ICH maintains sole authority to determine if a Grantee is acting in compliance with the program objectives and may direct grantees to take specified actions or risk breach of this Agreement. Grantees will be provided reasonable notice and Cal ICH's discretion in making these determinations are absolute and final.

CAL ICH

California Interagency Council on Homelessness

Authorized Signatories Form
Cal ICH Grant Programs

Instructions: This form is intended to list all of the individuals who are authorized to sign Cal ICH grant documents on behalf of the administrative entity. The authorized representative who signs this form must be an individual who is authorized to legally bind the administrative entity to Cal ICH grant agreements. The authorized representative is authorized to sign all Cal ICH grant documents on behalf of the administrative entity and may authorize additional signatories to sign Cal ICH grant documents using the 'Authorized Signatories' section below.

Grantee Information: Enter the names of the eligible jurisdiction (ie. Sacramento CoC) and administrative entity (ie. Sacramento Steps Forward) and select all of the Cal ICH grant programs to which this form applies.

Authorized Signatories: Enter the names and title/position of the individuals authorized by the authorized representative to sign Cal ICH grant documents. Each of the authorized signatories listed below must sign this form. Signatures may be wet or electronic.

Certification: By signing this form, the authorized representative certifies that they are authorized to legally bind the administrative entity to Cal ICH grant agreements, they are authorized to sign all Cal ICH grant documents, and the authorized signatories listed on this form are additionally authorized to sign Cal ICH grant documents. Signatures may be wet or electronic.

Changes to this form: This form must be updated by the administrative entity whenever the authorized representative or signatories change.

GRANTEE INFORMATION

Eligible Jurisdiction: COUNTY OF MARIPOSA

Administrative Entity: HEALTH AND HUMAN SERVICES AGENCY

This form applies to the following grants: ☐ HHAP-1 ☐ HHAP-2 ☐ HHAP-3 ☐ HHAP-4 ☑ ERF ☐ FHC ☐ Other: _____

AUTHORIZED SIGNATORIES

Name	Title/Position	Signature
MILES MENETREY	BOARD CHAIR	

CERTIFICATION

I certify that I am legally authorized to sign grant documents and that I am additionally authorizing the above signatories to sign Cal ICH grant documents.

MILES MENETREY
Name of Authorized Representative

BOARD CHAIR
Title

Signature of Authorized Representative

Date

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	INCREASE	DECREASE
3337	402	45063	State Grant Revenue - State	(607,337)	
3337	402	51111	Regular salaries and wages	10,383	
3337	402	52301	Social Security	575	
3337	402	52302	Medicare	135	
3337	402	52201	Medical/Dental/Vision	2,838	
3337	402	52101	Retirement - Employer	1,137	
3337	402	52205	Life Insurance	6	
3337	402	52303	SDI	115	
3337	402	52206	Cash - Cafeteria Plan	5	
3337	402	60518	Client - Clothing	3,750	
3337	402	60519	Client - Contracted Program Costs	250,000	
3337	402	60531	Client - Household goods	40,200	
3337	402	60535	Client - Temporary Housing	97,740	
3337	402	70131	Fixed Asset - Homelessness and Housing	200,453	
	Budget Action for new BCSH Encampment Grant ERF-2-R Funding FY2024				
TRANSFER BETWEEN FUNDS					
				0	0

ACTION REQUESTED: (Check all that apply)

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

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

DEPT HEAD SIGNATURE _____ DATE: 7/5/2023

APPROVED BY RES NO. _____ CLERK _____ DATE

AUDITOR'S USE ONLY
BA#

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-382

MEETING: July 18, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve an Agreement with Mariposa Safe Families, Inc. in the Amount of $128,000 for Child Abuse Prevention Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Mariposa Safe Families, Inc. in the Amount of $128,000 for Child Abuse Prevention Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Mariposa Safe Families will operate the following programs through its Family Enrichment Center (FEC): 1) Father Engagement to provide support and mentoring for fathers in the county; 2) Community partnerships for those living in poverty; 3) Linkages, Referrals, and Advocacy for families; 4) Periodic Child Abuse Prevention activities such as mandatory reporter training; and 5) Mothers Empowering Mothers Support Group to provide healthy parenting skills, teach life skills, and to provide mothers with an increased sense of empowerment.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board approved an existing contract with Mariposa Safe Families on June 14, 2022 through Resolution No. 2022-.384

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The funds used for this Agreement must be used for Child Abuse Prevention. If this Agreement is not approved, Mariposa County Health and Human Services may have difficulty finding an alternative to provide effective Child Abuse Prevention activities.

FINANCIAL IMPACT

This agreement is paid with Child Abuse Prevention, Intervention and Treatment Program (CAPIT) and Community-Based Child Abuse Prevention (CBCAP) funds. There is no impact to the County General Fund.

ATTACHMENTS

1. **MSF Proposed Budget _CAP 2024**
2. **MSF Agreement (CAP) Agreement 2024**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

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

Proposed Budget ~ CAPIT/CBCAP

July 01, 2023-June 30, 2024

Description:	Cost:
Staff Salaries/Personnel Costs: Staff costs and fringe benefits for the following positions: • One .40 FTE Executive Director • One .50 FTE Lead Prevention Specialist • One .50 FTE Prevention Specialist In addition to the details outlined in the attached scope of work, Mariposa Safe Families staff will attend program related meetings and trainings; track staff use of time and other data; community relations; marketing of CAPIT/CBCAP programs and services; fiscal management of program expenses; reporting and data tracking; reporting of program information to HHSA analyst or designee; oversight and implementation of CAPIT/CBCAP related programs; conduct presentations to community groups and/or other agencies on CAPIT/CBCAP; organize, coordinate, and assist in program implementation; provide and/or arrange for staff and community trainings; data collection, statistics, and other relevant information as outlined in the attached scope of work.	$84,200.00
Insurance/Liabilities: Workman's compensation, Liability Insurance, Directors', and Officers' Insurance, other liabilities.	$4,000.00
Office Expenses and Supplies: Office related expenses to include but not be limited to: MSF office rent; storage unit rent, paper, ink, writing utensils, copier/printer fees for CAPIT/CBCAP related reporting and marketing, office equip; advertisement and marketing fees; quickbooks costs and fees; utilities-telephone; internet; propane, other.	$14,000.00
Program Expenses and Supplies: Program related expenses include but are not limited to: program curriculum(s) (ADR, MEMS and other); program related supplies; community event supplies, commodities, community partner client needs; other.	$19,200.00
Travel/Mileage: Mileage reimbursement for program related travel.	$1,000.00
Food Supplies: Program related food/water costs.	$5,600.00
TOTAL:	**$128,000.00**

The total cost of the agreement is not to exceed $128,000.00. Contractor will submit monthly invoices for program expenses approved by management. The invoices must reflect expenses categorized under the specific line items mentioned above in the cost proposal.

AGREEMENT FOR CHILD ABUSE 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, hereinafter referred to as "County", and Mariposa Safe Families hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2023 and terminate on June 30, 2024 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform child abuse 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 $128,000 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Mariposa Safe Familes
P.O. Box 545
Mariposa, CA 95338

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

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Megan Atkinson, Executive Director Mariposa Safe Families
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Exhibit A
SCOPE OF WORK

Funds are provided to Mariposa Safe Families, Inc. (MSF) under this contract to provide a Family Enrichment Center (FEC) to create a welcoming place and provide quality services, activities, and opportunities that empower, strengthen, and preserve families while nurturing and enhancing each child's well-being and potential in Mariposa County. There has been a great deal of research in recent years surrounding the effectiveness of Family Enrichment Centers and their ability to help strengthen families who are at risk of abuse and neglect.

MSF will provide a variety of activities through FEC but not limited to:

1. Linkages, Referrals, and Advocacy for families to the following services:
   a. Daycare, Transportation, Mental Health Services, Substance Abuse Services, Domestic Violence Services, and Early Childhood Education and Screening.
   b. Information and Referral Services (assistance with upkeep of the 2-1-1 database).
   c. Support with Job Searches, Medi-Cal and CalFresh Applications, Food Access, Section 8 Housing Applications, and Tribal TANF Support.
   d. Link to Essential Medical and Community Services.
   e. MSF will track all linkages, referrals, and advocacy provided on a service log approved by HHSA.

2. Community Partner Program
. MSF shall continue efforts to work with the community members (individuals and families) living in poverty.
   a. Provide support and mentoring for community members struggling with basic needs.
   b. Provide and/or arrange for client transportation to and from appointments and meetings. Provide monetary support for clients' basic needs (groceries, fuel, utility bills, etc.)
   c. Track all data associated with the community partner program (client details, services provided to client, client progress) and report said data to HHSA monthly.

3. Father Engagement Program:
   MSF shall continue to implement the "All Dads Rock" Father Engagement Program.
. a. Provide support and mentoring for fathers.
   b. Provide a monthly support group led by a father mentor.
   c. Provide childcare and meal if appropriate

4. Mothers Support Group:
   MSF shall continue to implement the "Mothers Empowering Mothers Support Group~MEMS"
   a. Provide support and mentoring for mothers.
   b. Provide a monthly support group led by a mother mentor.
   c. Provide childcare and meal, if appropriate.

5. Provide annual educational events throughout Mariposa County.
   a. Provide a head count for all attendees and participants on a HHSA approved service log.

b. MSF will have satisfaction surveys available at the educational events for attendees to complete and share copies with HHSA after the events.

6. Monthly Child Abuse Prevention activities:
   a. Provide mandated reporter training, as requested, on a quarterly basis and share copies of sign in sheets and descriptions of activities to HHSA.
   b. Provide a monthly activity that raises awareness about child abuse and neglect.
   c. Provide a calendar of monthly activities, descriptions of such activities, and a one page summary on each activity, as well as sign in sheets immediately following each activity.
   d. Be the lead on the Child Abuse Prevention Month activities in April, which will include, but will not be limited to, the Board of Supervisors Proclamation, Pinwheels, and the Children's Memorial Flag event on the fourth Friday of the month in April.
   e. Assist in the completion of the annual OCAP report

7. MSF will serve as the Child Abuse Prevention Council (CAPC) for Mariposa and will hold monthly meetings. Agendas and Minutes will be provided to HHSA.

8. MSF will provide the following items monthly to HHSA:
   a. Satisfaction surveys
   b. Client intake and referral log (exact format will be provided to MSF)
   c. CAPC Agendas and Minutes
   d. Program Participation numbers for Father Engagement Program, Mandated Reporter Trainings, Community Partners Program and Child Abuse Prevention Activities (see attached)

The Health and Human Services Agency will:

1. Participate as much as possible at MSF events.
2. Provide a HHSA employee to serve on the CAPC Board of Directors.
3. Process invoices from MSF within 30 days of receipt of an approved invoice.
4. Complete and submit annual OCAP reports in cooperation with MSF.
5. MSF shall be given the opportunity to attend local trainings and be given any county-assigned free training slots, when available.

Pursuant to 2 CFR 180.300(c) contractor certifies that they understand suspension and debarment rules and are neither suspended nor debarred from participating in these kinds of transactions. Contractor certifies, to the best of their knowledge and belief, that they and their principals, affiliates, or any subcontractors utilized under the agreement are not:

· Debarred nor suspended from federal financial assistance programs and activities.

· Proposed for debarment.

· Declared ineligible.

· Voluntarily excluded from participation in covered transactions by any federal department or agency.

Exhibit B
COST PROPOSAL

The total cost of the agreement is not to exceed $128,000. Contractor will submit monthly invoices for program expenses approved by management. The invoices must reflect expenses categorized under the specific line items mentioned above in the cost proposal. Please see attachment *MSF Proposed Budget CAPIT/CBCAP 2023-2024* for more information related to itemized costs related to the program.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-383

MEETING: July 18, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve an Agreement with Coulter Cafe in the Amount of $90,000 for Dining Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Coulter Cafe in the Amount of $90,000 for Dining Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

To address the need of a meal service program to North County senior residents, Mariposa County Health & Human Services Agency (HHSA) initiated a new pilot senior meal program with the Coulter Café's new owner, to provide one meal, breakfast or lunch, to enrolled North County residents on Mondays through Sundays.

The pilot program, which began October 1, 2021, is separate from the ongoing senior nutrition program with our local agency on aging as it gave HHSA's Adult & Aging Services branch the ability to address food security needs in a desert service area during Mariposa County's response to the COVID-19 Pandemic. During the term of the most current agreement for this program, the Coulter Cafe was able to expand to a full 7-day week of breakfast or lunch senior meal service with an appropriate level of staffing for the Cafe.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved a First Amendment to the current agreement with Coulter Cafe on December 20, 2022 through Resolution No. 2022-724.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the agreement; eligible North County Mariposa senior residents would not have daily access to a senior meal program that could provide at least one-third of the recommended daily nutritional allowance.

FINANCIAL IMPACT

The Senior Restaurant Program service agreement with Coulter Cafe for FY 2023-24 is included in HHSA requested budget for FY 2023-24.

ATTACHMENTS

1. **Coulter Cafe Agreement 2024**
2. **Exhibit C - NC Meal Voucher**
3. **Exhibit D**

4. Exhibit B

VOTE RESULT

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

AGREEMENT FOR DINING 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, hereinafter referred to as "County", and Coulter Café, hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2023 and terminate on June 30, 2024 unless extended as provided by this Agreement.

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $90,000 as set forth in Exhibit A, which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

(7) Verification of Coverage: Contractor shall furnish County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by County before work commences. However, failure to obtain the required documents

prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

8. STATE AND FEDERAL TAXES

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

a. County will not withhold FICA (Social Security) from Contractor's payments;

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Dawn Huston
Coulter Café and General Store
5015 Main St
Coulterville, CA 95331
(209) 878-3947

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

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Dawn Huston, Owner Coulter Café and General Store
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Exhibit A
SCOPE OF WORK AND COST PROPOSAL

This exhibit describes the activities and responsibilities to be performed by Coulter Café (Contractor) and Mariposa County in a pilot of Meals to North County Older Adults.

During the term of this agreement, North County older adults (age 60+) will be able to pick up breakfast or lunch from the Coulter Café throughout the week (7 days a week during summer and 6 days a week during winter). Participants may also choose to eat on-site.

Contractor will allow for full breakfast/lunch menu options to older adults with each older adult allowed to choose one item with substitutions as needed (i.e. gluten-free bread). Meal will include choice of House beverage (coffee, tea, or water).

Older adults participating in the program will complete an initial Intake form provided by Mariposa County. Mariposa County will provide county staff onsite during the mealtime to ensure each older adult has completed an intake form for the program. This staff person will be available for the duration of this contract. See Exhibit B.

Participants must complete and turn in a voucher upon picking up the meal. Vouchers will be available only at HHSA office. See Exhibit C.

If a participant is homebound, the participant may designate someone to pick up the meal. The participant will need to contact the County's Coulterville office or Senior Center to provide the name of the designated person

Participants will complete a survey mid-way through and within 30 days of the end of this pilot to help determine efficacy of this program and if participants felt more secure with their access to food.

Participants may leave a contribution with Coulter Café. The suggested contribution is $6.00/meal. These contributions will be provided to HHSA by the 5th of each month.

Participants will be asked to follow any county, state, or federal mandates related to COVID-19. If participants refuse to participate in any mandates, Coulter Café has the right to deny service.

Contractor will provide HHSA with a monthly invoice, meal count, vouchers, and any nutrition program contributions by the 5th of each month. See Exhibit D.

HHSA will reimburse Contractor within 30 days of invoice.

Contractor will be reimbursed at the rate of $17 per meal, not to exceed 5,294 meals. The total amount for this agreement will not exceed $90,000.

No. XXXXX

Coulter Café &

Mariposa County HHSA

Senior Restaurant Meal Program

Breakfast / Lunch (circle one)

Date: _____

Monday ~ Tuesday ~ Wednesday ~ Thursday ~ Friday ~ Saturday ~ Sunday (circle one)

_____ _____

Printed Name **Registered Senior Signature**

For information call 209-878-0822 or 209-966-6632 **Suggested Contribution $ 6.00**

Exhibit D - North County Meal Spreadsheet

Date:	Name:	Voucher Number:	Breakfast or Lunch or both	Notes:
7/5/2021	Jordan Harrington	X		
7/8/2021	Jane Smith	X		
7/9/2021	John Smith	X		
7/16/2021	Robert Smith	X		
7/15/2021	Johns S	X		
7/22/2021	Susan	X		
		X		
		X		
		X		
		X		
		X		
		X		
		X		
		X		
		X		
		X		
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		X		
		X		
		X		
		X		
		X		
		X		
		X		
		X		
		X		
		X		
		X		
		X		
		X		
Total People:	6	31		

Exhibit B

Mariposa Senior Restaurant
Nutrition Pilot Program / North County Residents Only

Please complete all areas of this form to the best of your ability.

"All Information is Confidential"

"OFFICE USE ONLY"

Intake Date: _____

Entered by:_____

Program Eligibility:

☐ **Senior Age 60+**

☐ **Spouse of Senior Participant**

Last 4 Digits Social Security # *Optional*

First Name:	**Last Name:**	**Middle Initial:**	**Date of Birth:** / /

Home Address:	**City:**	**Zip Code**:
Mailing Address: Same as Residential? ☐ Yes	City:	Zip Code:

Home Phone: ( ) Alternate Phone: ( )	Email address:
Are you homebound due to health, no transportation, etc.: ☐Yes ☐ No	If homebound, what is the name and phone number of an individual designated to pick up your meal:

Living Arrangement:	**What is your total annual?**	**Military Service Status:**
☐ Alone ☐ Lives with _____	☐ Less than $24,500 per year for 1 person ☐ More than $24,500 per year for 1 person ☐ Less than $28,000 per year for 2 people ☐ More than $28,000 per year for 2 people	**Veteran:** ☐Yes ☐ No **Spouse of Veteran:** ☐ Yes ☐ No

Employment:	**Do you receive CalFRESH benefits:**	**Language:**
☐ Unemployed ☐ Employed ☐ Retired ☐ Disabled	☐ Yes ☐ No	☐ English speaking ☐ Need interpreter ☐ Non-English/Language:

Nutritional Risk Assessment	**Yes or No**
Do you have enough of the foods you want to eat?	☐ **Yes** ☐ **No**
Do you worry that your food will run out before you can buy more?	☐ **Yes** ☐ **No**
Do you believe you eat balanced meals (fresh fruit, vegetables, proteins)?	☐ **Yes** ☐ **No**
Do you consume at least one alcoholic beverage per day?	☐ **Yes** ☐ **No**
Do you have access to fresh fruit, vegetables, meats, dairy, etc.?	☐ **Yes** ☐ **No**
Do you have enough money to purchase food?	☐ **Yes** ☐ **No**

Exhibit B

Do you eat alone most of the time?	☐ **Yes** ☐ **No**
Do you ever cut the size of your meal or skip meals because there is not enough money for food?	☐ **Yes** ☐ **No**
Have you lost weight because there wasn't enough money for food?	☐ **Yes** ☐ **No**

What is your Gender Identity? (please check only one)	**What was your sex at birth? (please check only one)**	**How do you describe your sexual orientation or sexual identity? (please check only one)**
☐ Male ☐ Female ☐ Transgender Female to Male ☐ Transgender Male to Female ☐ Genderqueer / Gender Non-binary ☐ Not listed, please specify:_____	☐ Male ☐ Female	☐ Straight/Heterosexual ☐ Bisexual ☐ Gay / Lesbian / Same-Gender Loving ☐ Questioning/Unsure ☐ Not listed, please specify:_____

Race/Ethnicity: (please check all the apply)

☐ White ☐ Black ☐ American Indian/Alaska Native ☐ Asian Indian ☐ Cambodian ☐ Chinese
☐ Filipino ☐ Japanese ☐ Korean ☐ Laotian ☐ Vietnamese ☐ Other Asian ☐ Guamanian
☐ Hawaiian ☐ Hispanic ☐ Samoan ☐ Other Pacific Islander ☐ Multiple Race ☐ Other Race

Tribal Affiliation: (if applicable)

I understand that the information I am providing on this form is for meal service registration & pilot program survey purposes. I understand it will be kept confidential and that the Mariposa County Health & Human Services Agency shall use this as data for the possible senior nutrition program(s) in this service area.

_____ _____

Signature of participant or person completing the form **Date**

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-384

MEETING: July 18, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Approve Property Use Agreement with John Hertle for Installation of a Mural as part of the Mariposa Gateway Enhancement Project; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve Property Use Agreement with John Hertle for Installation of a Mural as part of the Mariposa Gateway Enhancement Project; and Authorize the Board of Supervisors Chair to Sign the Agreement

The Mariposa Gateway Enhancement Project is being funded by CalTrans' Clean California Grant, and the project is being implemented by the Planning Department. The project consists of both gateway elements and murals that will help celebrate our native landscapes, in particular the flora and fauna found in and along Mariposa Creek, in accordance with the Mariposa Creek Parkway restoration currently underway. The Mariposa Gateway Enhancement project is a direct implementation of the recommendations of the Mariposa County Creative Placemaking Strategy..

This agreement is with a willing landowner who owns property where the proposed mural will be located. Specifically, this location is APN 013-124-003 (owned by Mr. Hertle; this building is adjacent to the 11th Street Paseo and currently houses the Don Rubens restaurant. This location was identified in the Creative Placemaking Strategy (CPS; adopted in 2021) as a potential location for future murals, due to several factors. This includes its visibility for both pedestrian traffic, and adjacency to existing community landmarks.

Approving this agreement simply authorizes the mural to be installed on this strategic, priority location, and would enable County contractors to have the needed access to the wall and, as appropriate, install the mural on private property. This resolution does not constitute Board approval of the mural design itself. Though the Board has received several project updates that include preliminary designs of the murals, the final mural designs have not yet been submitted to the Board for final approval. It is anticipated that this will be scheduled for the 8/1 Board meeting. The Board unanimously approved the design of the gateway elements, which are thematically and aesthetically connected to the proposed murals, on June 20, 2023.

The mural is located in the Historic Design Review Overlay, and therefore subject to Historic Design Review by the Historic Sites and Records Preservation Commission (HSRPC). This mural's location was approved unanimously by HSRPC on July 10th, 2023. Additionally, both locations have been reviewed and approved by the Creative Placemaking Strategy Advisory Council, and final mural design approval is pending.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has received two updates on this project, in addition to the following Board actions:

January 11th, 2023 - RES-2022-25: APPROVE SUBMITTAL OF AN APPLICATION TO THE CLEAN CALIFORNIA GRANT PROGRAM
August 2nd, 2022 - RES-2022-459: SIGN A TRANSPORTATION ART AGREEMENT WITH CALTRANS
August 23rd, 2022 - RES-2022-491: APPROVE AN AGREEMENT WITH CONSULTANT TEAM LED BY ATLAS LAB TO DESIGN MURALS AND GATEWAY ELEMENTS
January 17th, 2023 - RES-2023-28: BUDGET ACTION APPROVING TRANSFER OF FUNDS
July 20th, 2023 - RES-2023-347: APPROVE THE MARIPOSA GATEWAY ELEMENTS

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board does not approve the agreement, the project will face significant delays.

FINANCIAL IMPACT

Costs associated with mouthe installation of the murals will be covered by the Clean California Grant budget in Project fund: 5540.

ATTACHMENTS

1. **Hertle's Mural Agreement**
2. **Resolution**

VOTE RESULT

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

AGREEMENT TO INSTALL MURAL

This Permit/Agreement (the "Agreement") is made on June 14th, 2023 between John W. Hertle (hereinafter referred to as the "Property Owner"), with an address of 5109 Highway 140, Mariposa, CA 95338, and the County of Mariposa, 5100 Bullion St., Mariposa, California 95338 (hereinafter referred to as the "County") to permit Artist, who is party to the agreement authorized by Resolution 2022-490 adopted on August 23, 2022, to install gateway elements in the Town of Mariposa, including a Mural in the County at the Property Owner's address (the "Mural" and/or "Project").

1. LOCATION & DEPICTION OF THE MURAL

The Property Owner and the County agree that the Artist shall install the Mural at 5109 Highway 140, Mariposa, CA 95338.

2. AUTHORIZATION PROPERTY

Property Owner authorizes Artist to install the Mural at the Project Site.

3. TERM

This agreement shall have a term of ten years from the effective date. County agrees to maintain the Mural on the Project Site for ten years from the date that installation is completed. Property Owner grants the County reasonable access to maintain the Mural during the term of this agreement. After expiration of this agreement, Property Owner shall be responsible to maintain the Mural, unless an additional maintenance agreement between Property Owner and County is established.

4. SUPERVISION

County shall notify Owner in writing when Artist intends to install the Mural so that Owner can supervise Artist's installation to the extent necessary to protect Owner's surface-mounted facility from damage. Artist may proceed with the installation if Owner is not present.

5. INSTALLATION & COMPLETION OF THE MURAL

The Property Owner and the County agree that the Artist shall follow the established project schedule. During installation, the Artist will use reasonable efforts at all time to safely guard the Project, the Property and adjacent property, including underground utilities, from damage, injury or loss in connection with the Project. Artist will provide, erect, and maintain barricades, fences, lights, and other devices, as the County may require, to warn the public and guard the site and shall take such other precautionary measures as are reasonably necessary to protect persons, property, and the work done under this Agreement. Additionally, the Artist will clean up the site at reasonable intervals and at other times when directed by the County. At all times, the site will be kept clean, free of dust, construction debris, and trash. Upon completion of the Project, Artist will remove all equipment and any waste materials, not previously disposed of, leaving the site thoroughly clean.

The Artist is responsible for applying for and receiving any and all permits as required by local, state and federal codes, laws, rules and regulations. The County will offer administrative support, in terms of facilitating and assisting with the relevant review processes, as needed. The Artist will confirm with the County's building department as to what local permits are required for installation of the Mural prior to initiating any installation activities.

The Artist will notify the County when the Mural is fully installed and complete.

6. LOSS OF MURAL

In the event of fire, accident, strike, delays, floods, acts of God, or other unforeseen causes beyond the reasonable control of the parties that necessitates the loss of the Mural, the Parties hereto release the other from any and all obligations herein contained and from any and all damages that result or may result from the loss of the Mural, other than as specified herein.

7. REVOCATION OF AGREEMENT

This Agreement is revocable by the County, if it is determined at any time that the Mural being installed does not comply with the approved application. Upon revocation of a permit, all work on the Mural shall stop immediately.

If any party fails or refuses to perform according to the terms of this Agreement, a declaration of default by any party must be made in writing to the other party, describe how the allegedly defaulting party has failed to perform according to the terms of this Agreement, and provide a reasonable opportunity to cure the default that is consistent with the approved Project.

8. AMENDMENT

This Agreement may be amended if agreed to in writing executed by all of the parties hereto, and subject to approval by County if any amendment is not consistent with County Code or is not consistent with the Project as approved by County.

9. INTERPRETATION

This Agreement shall be interpreted according to the laws of the State of California. Any legal action to enforce or interpret the terms of this Agreement shall be brought in a court of competent jurisdiction in Mariposa County, California.

10. INDEPENDENT CONTRACTOR

The County and Property Owner agree that an employer-employee relationship does not exist between them, and that their relationship is strictly that of contract.

11. NOTICES

The addresses listed in the first paragraph of page 1 shall be used for all notice requirements, unless stipulated otherwise in writing.

12. SEVERABILITY

If and to the extent that any court of competent jurisdiction is unable to construe part or all of any provision of the Agreement, and holds part or all of that provision to be invalid, such invalidity shall not affect the balance of that provision or the remaining provisions of the Agreement, which shall remain in full force and effect.

13. CAPTIONS

The captions at the beginnings of the several sections of the Agreement are not a part of the context hereof but are merely labels to assist in locating and reading such sections, and shall be ignored in construing the Agreement.

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

COUNTY OF MARIPOSA:

Miles Menetrey, Chair
Board of Supervisors

PROPERTY OWNER:

John W. Hertle
Property Owner

COUNTERSIGNED:
(Government Code §25103)

Danielle Bondshu
Clerk of the Board

APPROVED AS TO LEGAL FORM:

Steven W. Dahlem
County Counsel/Risk Manager

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

Resolution No. 23-___ A RESOLUTION APPROVING PROPERTY USE AGREEMENT WITH JOHN HERTLE FOR INSTALLATION OF A MURAL AS PART OF THE MARIPOSA GATEWAY ENHANCEMENT PROJECT; AND AUTHORIZE THE BOARD OF SUPERVISORS CHAIR TO SIGN THE AGREEMENT

WHEREAS, the Board empaneled the Creative Placemaking Strategy Advisory Committee (CPSAC) to devise, lead, and advance the implementation of the Creative Placemaking Strategy and its associated projects; and

WHEREAS, the CPSAC facilitated the development of the Mariposa County Creative Placemaking Strategy (CPS; adopted by the Board of Supervisors in 2021), which, using innovative, art-driven community engagement techniques, articulates a vision for creative placemaking projects throughout the County and recommends actions to realize that vision; and

WHEREAS, Cal Trans awarded $1,000,000 to the Mariposa County Planning Department through the Clean California Grant program to plan, coordinate, and install gateway features, including murals, in the Town of Mariposa that align with the recommendations of both the CPS and the Mariposa Creek Parkway Master Plan; and

WHEREAS, the selected location for the mural aligns with the CPS's recommendations for public art in the Town of Mariposa; and

WHEREAS, the installation of murals is aligned with successful implementation of the Mariposa Gateway Enhancement Project; and

WHEREAS, the final design of the mural shall be formally approved of by the and Board of Supervisors prior to installment.

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors does hereby approve property use agreement with John Hertle for installation of a mural as part of the Mariposa Gateway Enhancement Project; and authorize the Board of Supervisors Chair to sign the agreement.

ON MOTION BY Supervisor _____, seconded by Supervisor _____, this resolution is duly passed and adopted this 18th day of July 2023 by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAIN:

ATTEST:

_____ _____

Danielle Bondshu, Clerk of the Board

Miles Menetrey, Chairman
Board of Supervisors

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING:	July 18, 2023
TO:	The Board of Supervisors
FROM:	Ryan Oliphant, Chief Probation Officer
RE:	Proclaim the Week of July 16, 2023 - July 22**,** 2023, as "Pretrial, Probation and Parole Supervision Week"

RECOMMENDATION AND JUSTIFICATION

Proclaim the Week of July 16, 2023 - July 22, 2023, as "Pretrial, Probation and Parole Supervision Week."

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved proclamations of support in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board and community will miss the opportunity to recognize the integral work these professionals do for our community.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Pretrial probation and parole supervision week 2023**

VOTE RESULT

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

The Mariposa County Board of Supervisors

proclaims the week of

JULY 16th -22rd, 2023

as

"Pretrial, Probation and Parole Supervision Week"

WHEREAS, community corrections is an essential part of the justice system; and

WHEREAS, community corrections professionals uphold the law with dignity, while recognizing the right of the public to be safe-guarded from criminal activity; and

WHEREAS, community corrections professionals are responsible for supervising adult and juvenile offenders in the community; and

WHEREAS, community corrections professionals are trained professionals who provide services and referrals for offenders; and

WHEREAS, community corrections professionals work in partnership with community agencies and groups; and

WHEREAS, community corrections professionals promote prevention, intervention and advocacy; and

WHEREAS, community corrections professionals provide services, support, and protection for victims; and

WHEREAS, community corrections professionals advocate community and restorative justice; and

WHEREAS, community corrections professionals are a true Force for Positive Change in their communities; and

NOW, THEREFORE BE IT RESOLVED that the Mariposa County Board of Supervisors, a political subdivision of the State of California, hereby recognizes the Probation Employees of the Mariposa County Probation Department by proclaiming July 16 - 22, 2023 as "Pretrial, Probation, and Parole Supervision Week" and encourages all citizens to honor these community corrections professionals and to recognize their achievements.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 18th day of July, 2023, by unanimous vote.

_____
Rosemarie Smallcombe, District I Supervisor

_____
Wayne Forsythe, District IV Supervisor

_____
Shannon Poe II Supervisor

_____
Miles Menetrey, District V Supervisor

_____
Danette Toso, District III Supervisor

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-385

MEETING: July 18, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve a Deductive Change Order with USA Construction in the Amount of ($16,250) for a New Amount Not to Exceed $308,750 for the Mariposa Pool Re-Plaster and Repairs Project; Authorize the Board of Supervisors Chair Sign the Change Order; Approve Budget Action Transfering Funds from Facility Maintenance to Capital Improvement ($40,000); and Authorize a Payment to Sierra Communications & Construction, Inc. in the Amount of $35,261.36 4/5ths Vote Required

---

RECOMMENDATION AND JUSTIFICATION

Approve a Deductive Change Order with USA Construction in the Amount of ($16,250) for a New Amount Not to Exceed $308,750 for the Mariposa Pool Re-Plaster and Repairs Project; Authorize the Board of Supervisors Chair Sign the Change Order; Approve Budget Action Transfering Funds from Facility Maintenance to Capital Improvement ($40,000); and Authorize a Payment to Sierra Communications & Construction, Inc. in the Amount of $35,261.36 4/5ths Vote Required.

Every suction drain on a pool must have a split drain or be equipped with a vacuum release system. After splitting the main drain on the pool, it was determined that the pipe to the mechanical room was severely deteriorated. This Change Order increases the contract in the amount of $39,500 to replace the pipe underneath the pool's concrete shell.

The Contractor encountered challenges while attempting to complete the work within the designated timeframe. As a solution, a partial takeover of the remaining tasks was implemented to facilitate the opening of the pool for the Summer Day Camp and Mariposa County Residents. The deductions involved various aspects, such as the trench drains, stair rail, diving board, and coping mastic. Sierra Communications & Construction, Inc. diligently worked throughout a weekend to ensure the pool could be made available to the community. Consequently, their invoices amounted to $35,261.36, which were subsequently deducted from the contract.

Facilities are making corrections to the diving board, and a quartz additive is missing from the plaster for an additional deduction of $20,488.64.

The Contractor has agreed to the reduction of work originally agreed upon in the contract through this Change Order and contractual requirements for the work are considered complete.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On February 1, 2022, Resolution 2022-77, the Board approved the Mariposa Pool Replaster and Repairs Project, authorized the Interim Public Works and Transportation Director to advertise and award the

project to the lowest responsible bidder, authorized the Board of Supervisors Chair to sign the agreement and approve budget action recognizing unanticipated revenue from grant funds.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and Sierra Communications & Construction, Inc will not get paid for their work completed.

FINANCIAL IMPACT

Facilities Maintenance funds will be used to pay for the damaged drain pipe.

ATTACHMENTS

1. **Budget Action**
2. **Photo Main Drain**
3. **Change Order Pool Replaster 7.13.23**

VOTE RESULT

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

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	128	60132	Maintenance - Blds & Improvements			$40,000
1001	128	80111	Transfer Out		$40,000	
5501	350	49101	Transfer In		($40,000)	
5501	350	70331	Other Infrastructure		$40,000	
TRANSFER BETWEEN FUNDS						
				TOTALS	$40,000	$40,000

ACTION REQUESTED: (Check all that apply)

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

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

JUSTIFICATION: Transfer out to fund 5501 for drainage in the Mariposa pool project

DEPT HEAD SIGNATURE _____ DATE: 4/18/23

APPROVED BY RES NO. _____ CLERK _____ DATE _____

1001 - 128 Facilities Maintenance

AUDITOR'S USE ONLY
BA#

Budget Action Form Revised 11/95

Change Order
Condition of Main Drain Copper Pipe

DOCUMENT 00 63 63

CHANGE ORDER FORM

COUNTY OF MARIPOSA
4639 Ben Hur Road
Mariposa, California 95338

CHANGE ORDER NO.:
1

CHANGE ORDER

Project: Mariposa Pool Replaster and Repair Project **Date: 6/28/23**

The following parties agree to the terms of this Change Order:

Engineer: Matt Hespenheide
4639 Ben Hur Rd
Mariposa CA 95338

Contractor: USA Construction
1595 Peachtree Pkwy, Suite 204-344
Cumming, GA 30041

	Description	Cost	Days Ext.
1.1	Replace main drain & pressurize plumbing.	$39,500	N/A
1.2	Subtract trench drain, installation of rail at steps, & remove incorrect diving board jig.	($25,152.42)	N/A
1.3	Subtract Deck-o-Seal.	($10,108.94)	N/A
1.4	Subtract diving board labor & quartz additive.	($20,488.64)	N/A

Contract time will be adjusted as follows: Final Completion Date: 6/9/23	Original Contract Amount:	$325,000
	Amount of Previously Approved Change Order(s):	$0
	Amount of this Change Order:	($16,250)
	Contract Amount:	$308,750

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which

have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650, et seq.

This change order is subject to approval by the governing board of this Owner and must be signed by the Owner. Until such time as this change order is approved by the Owner's governing board and executed by a duly authorized Owner representative, this change order is not effective and not binding.

Contractor expressly understands that the compensation and time, if any, granted herein represents a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project including without limitation, cumulative impacts. Any costs, expenses, damages or time extensions not included are deemed waived.

This change order provides full and final compensation for and resolves all aspects of the contract other than 1-year warranty related issues.

Signatures:

Owner: COUNTY OF MARIPOSA

Miles Menetrey, Chair — Date

C ntractor: USA CONSTRUCTION

Carmen Zamudio — 6.28.23 Date

Engineer:

Matt Hespenheide — 6/28/23 Date

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel — Date

END OF DOCUMENT

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: July 18, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Handouts Received During Public Comment on Non-Agenda Items - July 18th, 2023

RECOMMENDATION AND JUSTIFICATION

Handouts Received During Public Comment on Non-Agenda Items - July 18th, 2023:

- UC Master Food Preservers and Master Gardens Blue Ribbon Event - Jeanne-Ann Pine

BACKGROUND AND HISTORY OF BOARD ACTIONS

None.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

None.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. UC Blue Ribbon - Jeanne-ann Pine

UCCE Mariposa County
PRACTICAL | CONNECTED | TRUSTED

University of California
Agriculture and Natural Resources

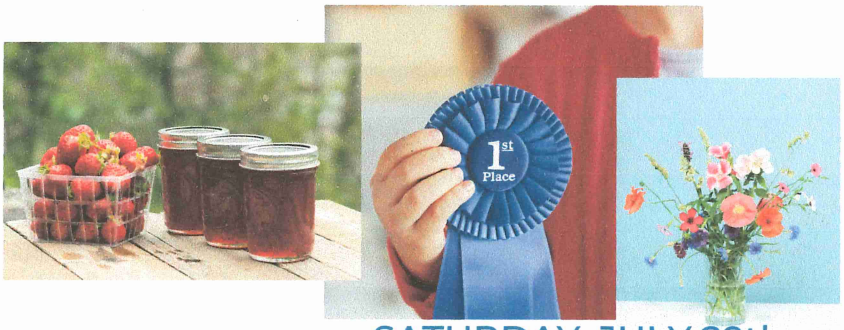
UCCE Master Gardener Program
UCCE Master Food Preservers

UC Master Master Food Preservers & Master Gardeners present:

Blue Ribbon Entries:

Preserved Food AND/OR Floral & Produce Entries for the County Fair

Have you thought about entering your home canned goods, floral arrangements or garden produce in the fair but wondered what makes a blue ribbon entry?
Join us to learn about local county fair criteria, the categories of entry, along with tips & tricks to meet the requirements. You'll even get a chance to practice being the judge!



- Danish Vs. American judging systems
- Sample judging score sheets
- Following fair entry rules to be a winner!
- Hands-on practice judging sample entries

SATURDAY, JULY 29th

10:00AM-12:00PM
Preserved Food

12:30PM - 2:30PM
Floral & Produce

Mariposa Fairgrounds
5007 Fairgrounds Rd. Mariposa
Come for one or both!
FREE | Registration required | Space is limited

Visit https://cemariposa.ucanr.edu or call 209 966-2417 to register

It is the policy of the University of California (UC) and the UC Division of Agriculture & Natural Resources not to engage in discrimination against or harassment of any person in any of its programs or activities (Complete nondiscrimination policy statement can be found at http://ucanr.edu/sites/anrstaff/files/215244.pdf)
Inquiries regarding ANR's nondiscrimination policies may be directed to John I. Sims, Affirmative Action Compliance Officer/Title IX Officer, University of Cali-fornia, Agriculture and Natural Resources, 2801 Second Street, Davis, CA 95618, (530) 750-1397.

MARIPOSA COUNTY

Board of Supervisors

Information Item

MEETING: July 18, 2023

TO: The Board of Supervisors

FROM: Fadzayi Mashiri, Farm Advisor

RE: Receive a Presentation by Yana Valachovic of UC Cooperative Extension, Providing an Update on the State of Fire Insurance and Fire Mitigation Strategies and Policy to Protect Residents of Mariposa

---

RECOMMENDATION AND JUSTIFICATION

Receive a Presentation by Yana Valachovic of UC Cooperative Extension, Providing an Update on the State of Fire Insurance and Fire Mitigation Strategies and Policy to Protect Residents of Mariposa

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board routinely receives presentations.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not receive the presentation, and miss the opportunity to hear about how residents of Mariposa can mitigate risk and navigate changes in the fire insurance market.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Valachovic Mariposa County BOS July 2023**

Preparations for the 2023 fire season:

Reason for Hope

Photo: Insurance Institute for Business and Home Safety

Mariposa County Board of Supervisors

Yana Valachovic, UC Cooperative Extension Forest Advisor

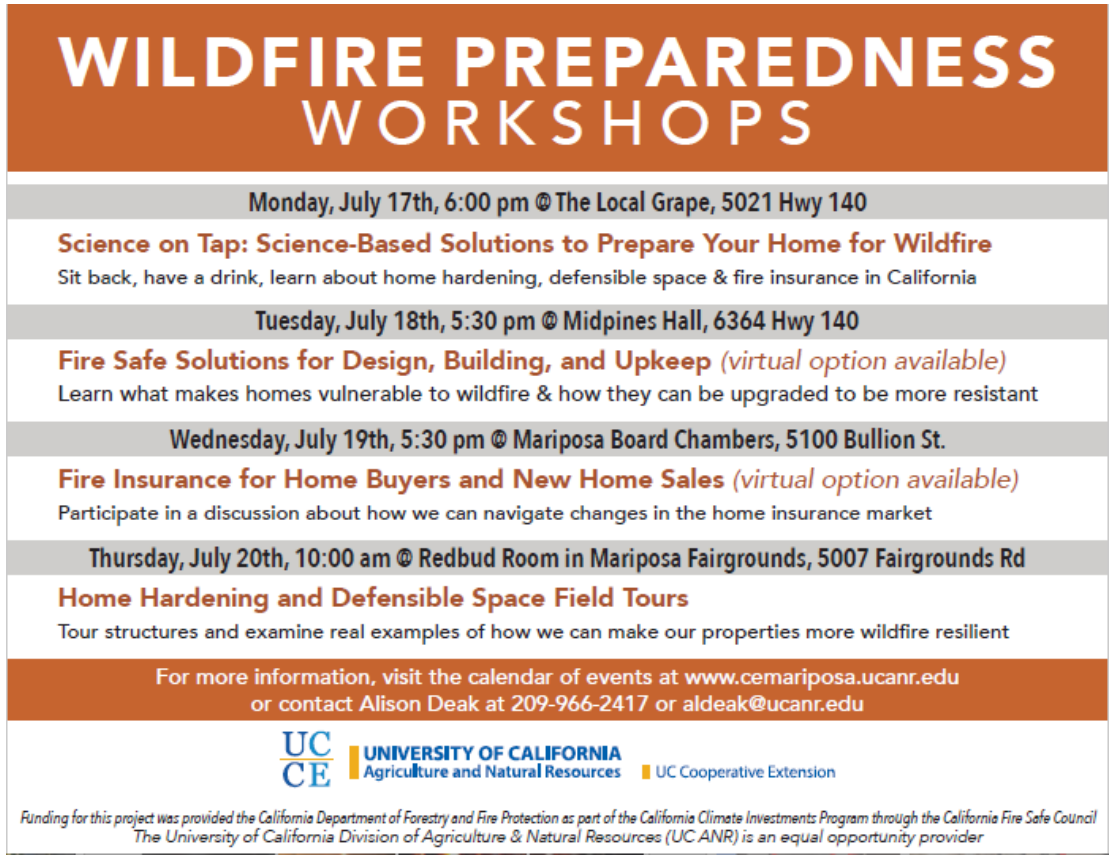
July 18, 2023

Insurance Institute for Business & Home Safety

CALIFORNIA FIRE SCIENCE CONSORTIUM

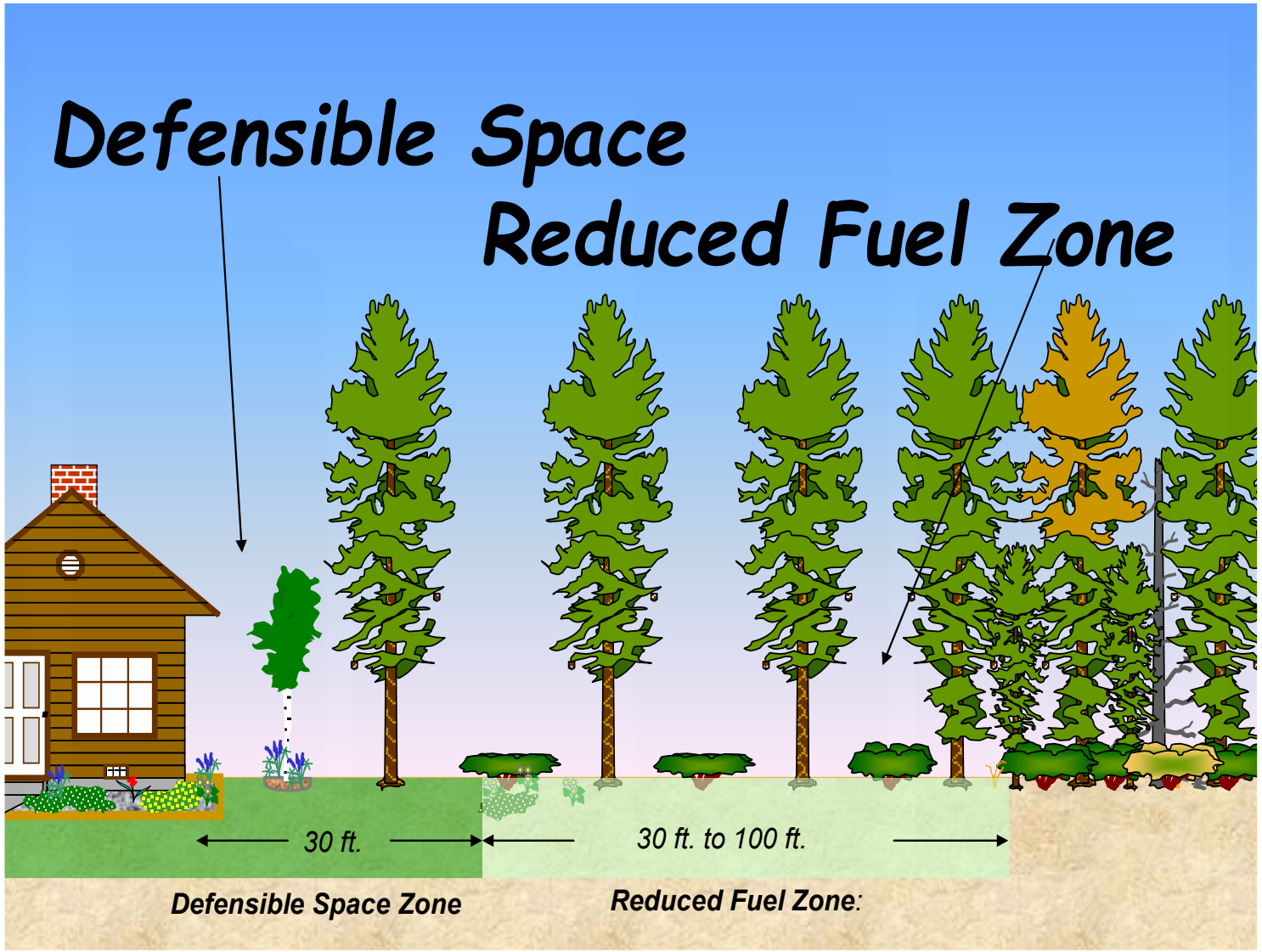
UC CE UNIVERSITY OF CALIFORNIA Agriculture and Natural Resources Cooperative Extension

Week of outreach



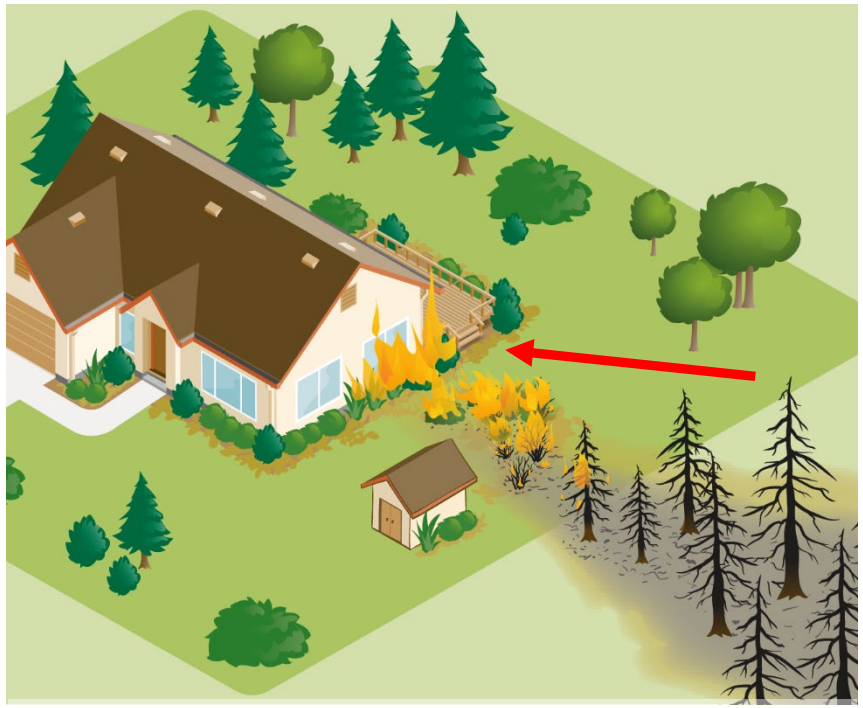
- ✓Great team in the Mariposa
- ✓Adaptation does not happen overnight
- ✓Pace and scale takes time
- ✓Sustained commitment
  - Partners in action
    - UC Master Gardeners
    - Contractors
    - Realtors
    - Retail- building materials suppliers

Wildfire mitigation is evolving



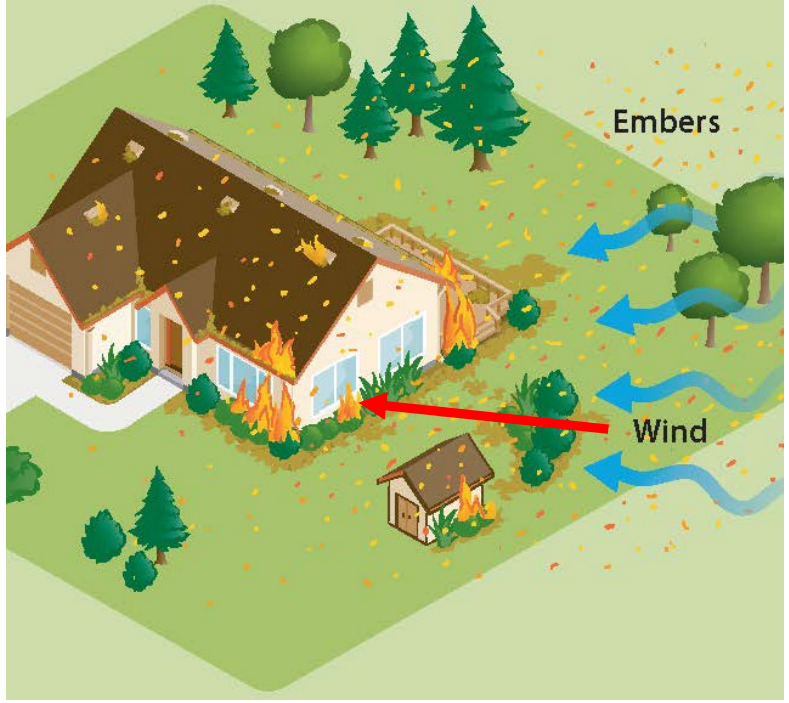
Pathways for wildfire

Direct flame contact



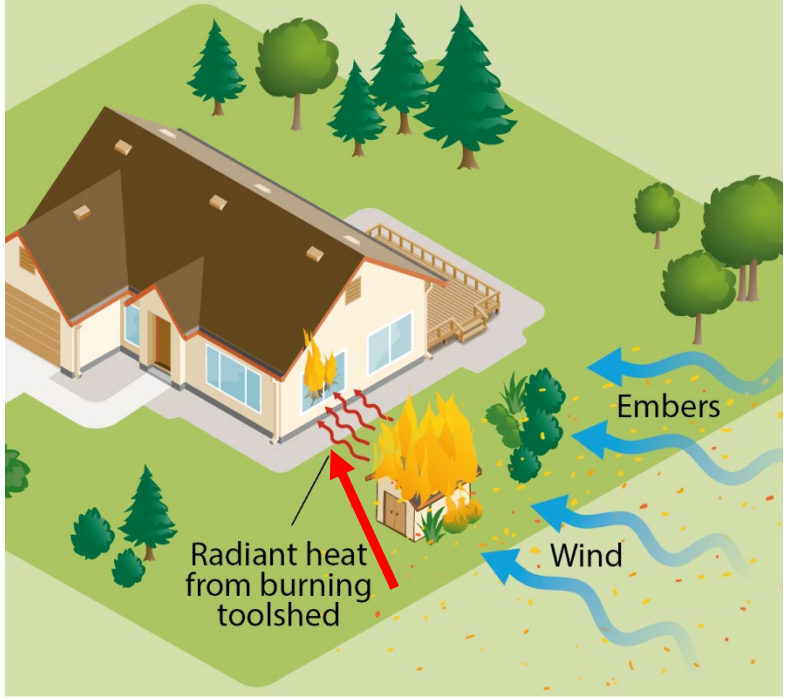
Defensible space implementation interrupts fire pathways and reduces the potential for direct flame contact

Embers



Home hardening with defensible space can help mitigate ember exposure

Radiant heat



Home hardening and fuel reduction can address potential radiant heat exposure

A firefighter works to put out spot fires from embers

Source: LA Times

Neighborhoods requires community solutions

73% of homes were ≤ 18 m of a destroyed structure

2018 Camp Fire, Paradise, CA

Photos courtesy: Deer Creek Resources and WaldoAir

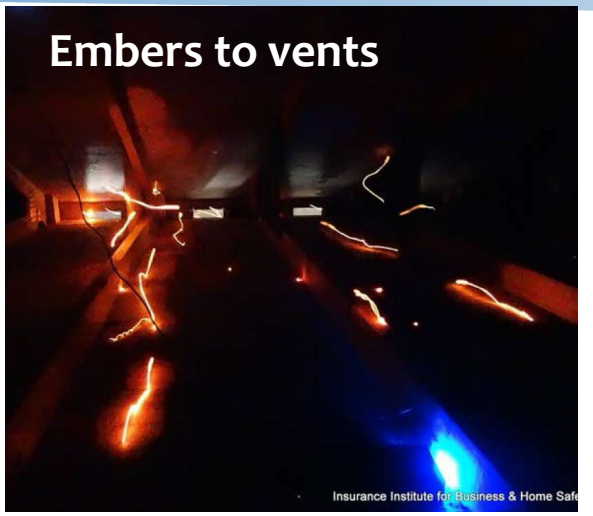
Knapp, E.E., Valachovic, Y.S., Quarles, S.L. et al. Housing arrangement and vegetation factors associated with single-family home survival in the 2018 Camp Fire, California. Fire Ecology 17, 25 (2021). https://doi.org/10.1186/s42408-021-00117-0

Lessons from the 2021 Marshall Fire Boulder, Colorado

Photo: Insurance Institute for Business and Home Safety

Fire fighter response prevented additional spread

Home loss is predictable until we make changes



Home hardening makes a difference

- ✓ **New construction-** CA Building Code for homes in the WUI
- ✓ **Existing buildings-** need incentive programs
- ✓ Need programs to assist the **most vulnerable**

UC CE UNIVERSITY OF CALIFORNIA Agriculture and Natural Resources Cooperative Extension

Fire Insurance- Options?

- **Shop around-** work with agents representing many companies
- Make a home **attractive to underwrite** (defensible space and home hardening) and lower fire score
- Insurance “plan of last result”: California **FAIR plan**

- **Independent assessment**
  - Department of Insurance- Safer from Wildfire Program (discount program)
  - Insurance Institute for Business and Home Safety- Wildfire Prepared Home
- **Fire Wise** Community designation

Working with the Fair Plan- Two policies

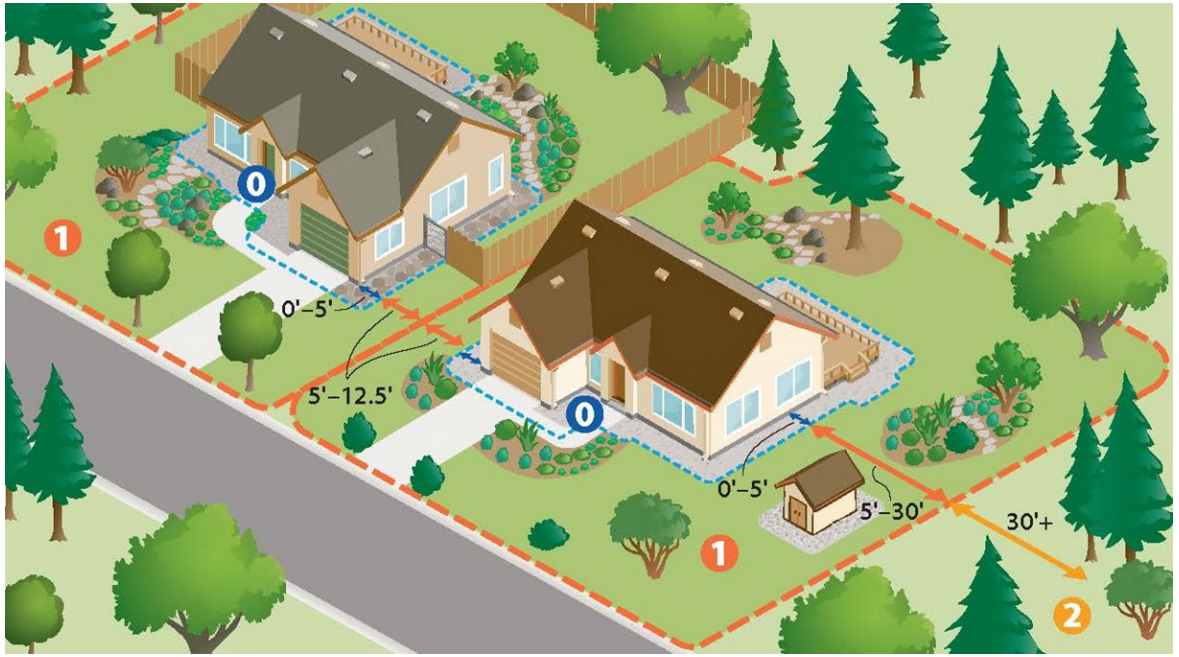
Where to get help

- California Department of Insurance www.insurance.ca.gov
- United Policyholders www.uphlep.org
- California FAIR Plan www.cfpnet.com
- Independ Insurance Broker- find someone who represents multiple insurers

- Low-cost retrofit list: https://osfm.fire.ca.gov/media/p0elt0sp/low-cost-retrofit-list-update-2_17_22.pdf

Conclusions

- Wildfire policy and action evolves
- Seismic response was slow
- Shared vulnerability across all of California's ecosystem types and development patterns
- There is a reason for hope: the mechanisms of loss from wildfire are now much better understood
- Coupled approach: Defensible space and home hardening



UNIVERSITY OF CALIFORNIA
Agriculture and Natural Resources

Home hardening priorities

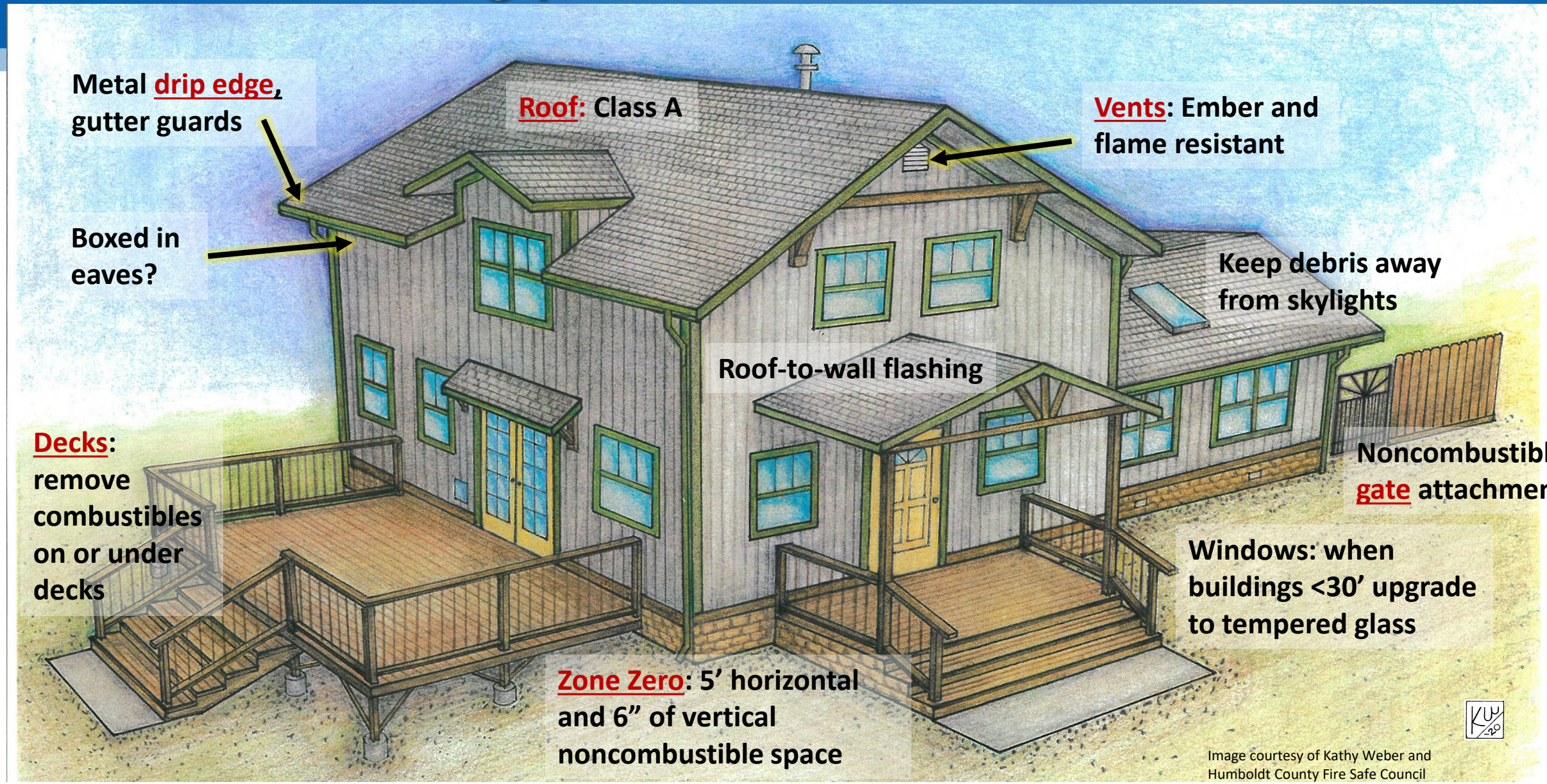


Image courtesy of Kathy Weber and Humboldt County Fire Safe Council

MARIPOSA COUNTY

Board of Supervisors

Local Transportation Commission 23-16

MEETING: July 18, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Authorize the start of the 30-Day Public Review for the 2024 Draft Regional Transportation Plan (RTP), Negative Declaration, and Initial Study

---

RECOMMENDATION AND JUSTIFICATION

Authorize the start of the 30-Day Public Review for the 2024 Draft Regional Transportation Plan (RTP), Negative Declaration, and Initial Study.

The RTP is a twenty-plus year plan that provides both short-range and long-range multi-modal transportation solutions. These solutions are identified for the County's highway, transit, non-motorized (pedestrian/bicycle), aviation, and goods movement transportation facilities. The County is required by Caltrans to adopt or re-adopt an RTP every 5 years in order to receive funding for these types of projects.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On May 25, 2021, the Commission approved FY 2021-22 Transportation Planning Overall Work Program (OWP), which included the preparation of the RTP Update as part of Work Element One (LTC Resolution 2021-17).

On February 22, 2022, the Commission authorized the advertising of a Request for Proposal to retain a consultant to complete the 2024 RTP Update (LTC Resolution 2022-3).

On April 28, 2022, Fehr & Peers Consultants services were retained by Mariposa County to complete the Regional Transportation Plan 2024 Update (also authorized by LTC Resolution 2022-3).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

No action will result in being unable to meet State requirements for submittal of an updated RTP, and result in the possible loss of State and Federal project funding.

FINANCIAL IMPACT

None

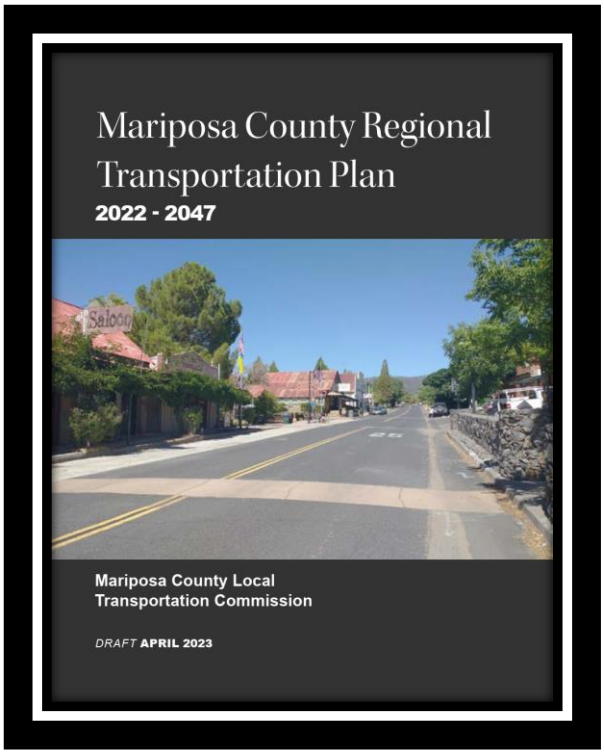
ATTACHMENTS

1. **Mariposa RTP CEQA Public Review Draft 7-6-23**
2. **Mariposa RTP Report_DRAFT_071123**
3. **Appendix A_Regional Transportation Plan Checklist for RTPAs**
4. **Appendix B_Engagement_Summary Memo_221206**

5. **AppendixC_Project Lists**
6. **Appendix D_Glossary of Common Acronyms_230705**
7. **Notice of Intent**

VOTE RESULT

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



NEGATIVE DECLARATION

Mariposa County Regional Transportation Plan

July 2023

PREPARED FOR:

Mariposa County Local Transportation Commission
4639 Ben Hur Road
Mariposa, CA 95338

PREPARED BY:

Crawford & Bowen Planning, Inc.
113 N. Church Street, Suite 310
Visalia, CA 93291

Initial Study/ Negative Declaration

Mariposa County
Regional Transportation Plan

Prepared for:

Mariposa County Local Transportation Commission
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July 2023

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Chapter 1

INTRODUCTION

INTRODUCTION

1.1 Project Summary

This document is the Initial Study / Negative Declaration (IS/ND) on the potential environmental effects of the adoption of the Mariposa County Regional Transportation Plan (RTP or Project). The RTP is a comprehensive document outlining proposed transportation policies, actions and funding recommendations to meet the needs of Mariposa County residents over the next 25 years (2022 – 2047). The proposed Project is more fully described in Chapter Two – Project Description.

The Mariposa County Local Transportation Commission (MCLTC or Commission) will act as the Lead Agency for this project pursuant to the *California Environmental Quality Act (CEQA)* and the *CEQA Guidelines.*

1.2 Document Format

This IS/ND contains four chapters, and appendices. Section 1, Introduction, provides an overview of the project and the CEQA environmental documentation process. Chapter 2, Project Description, provides a detailed description of project objectives and components. Chapter 3, Initial Study Checklist, presents the CEQA checklist and environmental analysis for all impact areas, mandatory findings of significance, and feasible mitigation measures. If the proposed project does not have the potential to significantly impact a given issue area, the relevant section provides a brief discussion of the reasons why no impacts are expected. If the project could have a potentially significant impact on a resource, the issue area discussion provides a description of potential impacts, and appropriate mitigation measures and/or permit requirements that would reduce those impacts to a less than significant level. Chapter 4, List of Preparers, provides a list of key personnel involved in the preparation of the IS/ND.

Environmental impacts are separated into the following categories:

Potentially Significant Impact. This category is applicable if there is substantial evidence that an effect may be significant, and no feasible mitigation measures can be identified to reduce impacts to a less than significant level. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

Less Than Significant After Mitigation Incorporated. This category applies where the incorporation of mitigation measures would reduce an effect from a "Potentially Significant Impact" to a "Less Than Significant Impact". The lead agency must describe the mitigation

measure(s), and briefly explain how they would reduce the effect to a less than significant level (mitigation measures from earlier analyses may be cross-referenced).

Less Than Significant Impact. This category is identified when the project would result in impacts below the threshold of significance, and no mitigation measures are required.

No Impact. This category applies when a project would not create an impact in the specific environmental issue area. "No Impact" answers do not require a detailed explanation if they are adequately supported by the information sources cited by the lead agency, which show that the impact does not apply to the specific project (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.)

Regardless of the type of CEQA document that must be prepared, the basic purpose of the CEQA process as set forth in the CEQA Guidelines Section 15002(a) is to:

(1) Inform governmental decision makers and the public about the potential, significant environmental effects of proposed activities.
(2) Identify ways that environmental damage can be avoided or significantly reduced.
(3) Prevent significant, avoidable damage to the environment by requiring changes in projects through the use of alternatives or mitigation measures when the governmental agency finds the changes to be feasible.
(4) Disclose to the public the reasons why a governmental agency approved the project in the manner the agency chose if significant environmental effects are involved.

According to Section 15070(b), a Negative Declaration is appropriate if it is determined that:

(1) Revisions in the project plans or proposals made by or agreed to by the applicant before a proposed negative declaration and initial study are released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effects would occur, and
(2) There is no substantial evidence, in light of the whole record before the agency, that the project as revised may have a significant effect on the environment.

The Initial Study contained in Section Three of this document contains the analysis to support the determination that the environmental impacts of the proposed Project are less than significant and therefore a Negative Declaration will be adopted.

Chapter 2

PROJECT DESCRIPTION

Project Description

2.1 Project Background

The Mariposa County Local Transportation Commission (MCLTC or Commission) has developed a Regional Transportation Plan (RTP or Plan) which is a comprehensive document outlining proposed transportation policies, actions and funding recommendations to meet the needs of Mariposa County residents over the next 25 years (2022 – 2047). The RTP is included in this document as Appendix A.

As required by State law, the County's RTP must be updated and submitted to the California Transportation Commission (CTC) and the California Department of Transportation (Caltrans) at least every five years. The RTP supports the California Transportation Plan (CTP) 2050 vision of a "safe, resilient, and universally accessible transportation system that supports vibrant communities, advances racial and economic justice, and improves public and environmental health". The last updated RTP for Mariposa County was in 2017.

MCLTC created the RTP in coordination with the general public (via two public meetings and an online survey) as well as with other agencies such as Caltrans, local Native American Tribal organizations and other local groups.

Mariposa County is typical of many rural counties in California in that the County's existing transportation system and widely scattered population, topography, and lack of funding limit alternative solutions to transportation-related problems. The automobile is the primary mode of moving people in the County, and trucking is the primary mode of moving goods and commodities. The use of other modes of transportation has been limited because of lack of facilities, distance between communities, and lack of an economic base to provide support.

A transportation system provides mobility to sustain social, economic, and recreational activities. An improperly developed transportation system can result in ineffective mobility and cause adverse and undesirable conditions, such as safety hazards, long delays, air pollution, and unnecessary energy consumption. The goals, objectives, policies, and implementation measures of the RTP are intended to guide the development of a transportation system that will maintain and improve the quality of life in Mariposa County over the next 25 years. To this end, consistency with the California Interregional Transportation Strategic Plan, the California Transportation Plan, and the California Strategic Highway Safety Plan strategies are important parts of the overall goals and policies of the RTP. In addition, the 2017 RTP Guidelines for RTPAs to address

GHG emissions and VMT reduction were considered as part of the overall transportation investment strategies for the plan.

As discussed in greater detail in Section 2.6 (Program vs Project Level CEQA Analysis), specific development is not being proposed under this RTP, and adoption of this CEQA document would not authorize any development. MCLTC's RTP is a programmatic document that proposes goals and policies pertaining to the future of transportation in Mariposa County. It is intended as a guidance document with the ultimate vision of a comprehensive multi-modal transportation system for Mariposa County.

2.2 Goals, Policies & Vision

A summary of the RTP goals, objectives, and policies for the Mariposa County Transportation System is provided below. These goals, objective and policies cover both short-range and long-range desired outcomes and are consistent with the policy direction of the Mariposa County General Plan, transit policies for the County, the bicycle and pedestrian plan for the County, and the federal Bipartisan Infrastructure Law. They also reflect input provided from the public. Given the limited transportation dollars available, the goals, objectives, and policies reflect a balanced approach and focus on the most feasible desired outcomes.

The goals of the RTP were created based on the following regional vision:

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

The RTP contains several goals supporting this vision. They are summarized as follows:

Goal 1: Highways

Develop an adequate, safe, and efficient regional roadway system for vehicle travel with accommodations for walking and biking while maintaining the rural character of Mariposa County.

Goal 2: Transit

Provide an efficient and coordinated regional and local transit system that serves both urban and rural areas, including transportation opportunities for disadvantaged and older persons who have fewer transportation options, and to visitors to reduce dependence on personal vehicles, reduce VMT and GHG, and improve air quality.

Goal 3: Active Transportation

Develop a safe and efficient regional system of bicycle, pedestrian, and equestrian facilities to accommodate, encourage, and increase safe active transportation use in Mariposa County. This serves residents and visitors, especially those with fewer transportation options, reducing VMT and GHG and improving air quality.

Goal 4: Aviation

Develop and maintain a fully functional and integrated air service and airport system as a component of the Mariposa County regional transportation system.

Goal 5: Air Quality and Greenhouse Gases

Support achievement and maintenance of air quality standards for Mariposa County as established by the Environmental Protection Agency (EPA) and the California Air Resources Board (CARB).

Goal 6: Transportation Financing

Develop and support regional transportation financing strategies that provide for a continuous implementation of Regional Transportation Plan projects and strategies.

Goal 7: Goods Movement

Support the transport of suitable products and materials while minimizing negative impacts on the local road system.

Goal 8: Management of the Transportation System

Minimize traffic congestion by increasing the efficiency of the existing transportation system through transportation system management (TSM) techniques and transportation demand management (TDM) techniques.

Goal 9: Land Use

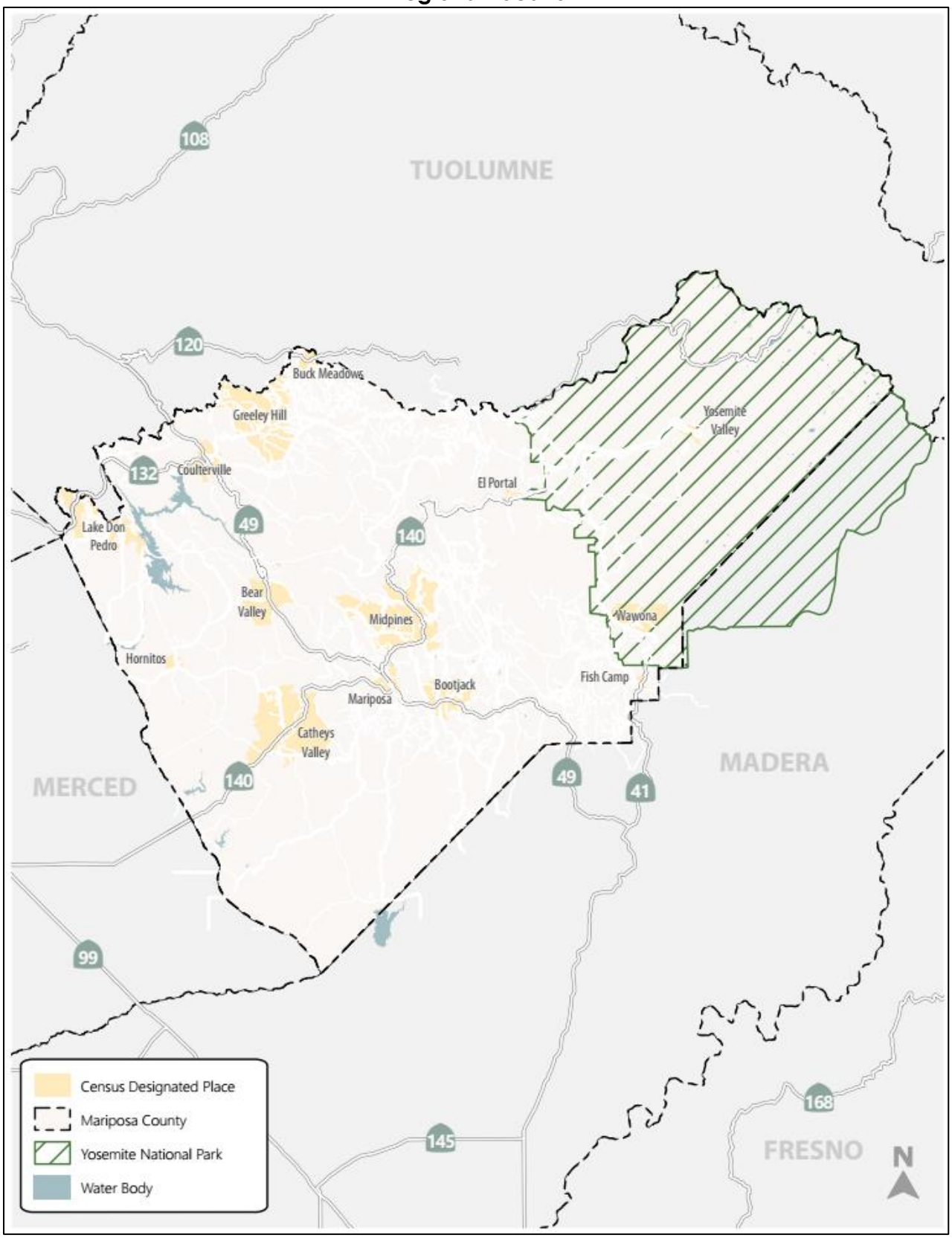
Improve livability in the county through coordinated decision-making in land use and transportation.

2.3 Project Location

The various components/improvements recommended by the RTP are located throughout Mariposa County. The County is located in the western foothills of the Sierra Nevada Mountains. Bordering counties include Stanislaus, Tuolumne, Madera and Merced. While there are no incorporated cities, there are "planning areas" and "growth areas" in the County. Planning areas are identified by the General Plan as towns, communities, and special planning areas. Planning areas are implemented by area plans adopted by the Board of Supervisors. "Area plans" are adopted to meet the needs of each town, community, or uniquely identified special area of the county. An adopted area plan establishes the extent of land uses for each land use classification in that planning area. Generally, area plans address residential, commercial, industrial, public, and other land use classifications. Town planning areas represent the rural scale "urban" development centers for the county. Town planning areas are specifically designated as locations in the County where policy mandates a broad and comprehensive mixture of land uses and zoning. A mixture of housing types and styles for all economic segments of the County are disbursed throughout the town planning areas. The County has adopted town planning area specific plans for Mariposa, Coulterville, Fish Camp, and Wawona.

A significant portion of Yosemite National Park lies within Mariposa County, including Yosemite Valley, which receives the majority of Park visitors. See Figure 1 – Regional Location.

Figure 1
RTP Regional Location



2.4 Setting and Existing Facilities

Environmental Setting

Mariposa County's diverse geography includes the eastern Central Valley, oak-covered foothills, and the high mountains of Yosemite National Park. The General Plan land use element indicates there are three broad areas of land use that characterize the existing land use pattern in Mariposa County. In the eastern portion of the county, public lands that are oriented to recreation and resource uses dominate the land pattern. In the west, agricultural uses are primary. The remainder of the county to the north and south, contain rural residential areas, as well as smaller town and village communities that contain the majority of commercial and industrial uses and higher-density housing. The County has established policies concerning Williamson Act lands to help preserve farmland and open space.

Existing Roadway Network

Most travel in Mariposa County is by automobile, and it will continue to be so over the life of the RTP and beyond. The roadway network within the unincorporated parts of the County is rural in character, mainly serving small communities, tourism, recreation, and agriculture uses. State highways are the primary transportation corridors extending through the County and serve all the County's major population centers. Other County arterials and a network of federal, state, local public, and private roads constitute the remainder of the roadway system. The state highway network serves primarily intercity and inter-county regional travel and interregional tourism, while the County's roadways serve local trips.

Tourism traffic may add increasing demands on the roadway system; however, visitors to Yosemite National Park, the largest driver of tourism in the county, have dropped in recent years after peaking in 2016. The ongoing impacts of the COVID-19 pandemic and emerging transportation technologies may change the way people travel in the long term, but the automobile is expected to continue to be the dominant mode of transportation. Stresses on the roadway system induced by climate change may add demands for investment in the roadway network in coming years.

The aging population of the county and increasing desire in the general population for non-automotive transportation options is likely to increase the demand for transit. The desire for non-automotive transportation options also points to needs for investing in bicycle facilities and sidewalks.

Figure 2 shows the major routes in the regional roadway system according to federal functional classifications. These classifications indicate the operational hierarchy of the roadway system:

State Highways are maintained by Caltrans and constitute routes of interregional significance whose design provides for relatively high overall travel speeds, with minimum interference to through movement. These routes provide for travel into, out of, and through the County.

Major Collectors provide access to more localized destinations for regional traffic. These roads are designed to provide access for regional traffic between state routes. Narrow lanes and shoulders limit the carrying capacity of some collectors. Major collectors are "on-system" facilities that are eligible for federal aid. County roads that are designated as major collectors are:

- Bear Valley Road
- Merced Falls Road
- Hornitos Road (access to Hornitos)
- Darrah Road
- Greeley Hill Road (access to Greeley Hill)
- Carleton Road
- Ben Hur Road

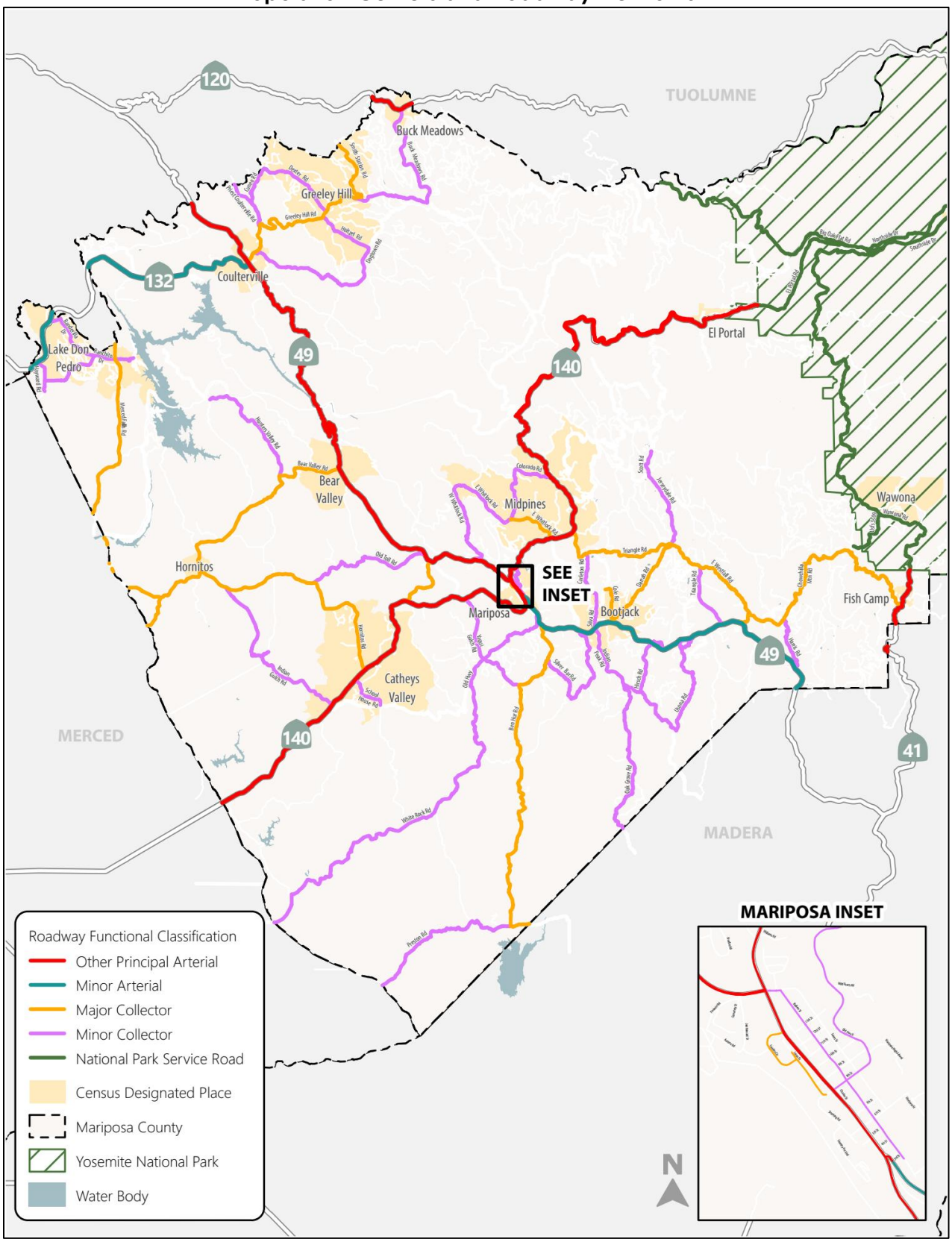
Minor Collectors are similar in character to major collectors but are generally more rural with less traffic. Minor collectors are not eligible for federal aid, but the Highway Bridge Program (HBP) will replace or repair bridges, and rehabilitation can be funded through the State Transportation Improvement Program (STIP).

Local Roads consist of all roads not designated otherwise.

County Roads

The County maintains approximately 564 centerline miles of roadways, 360 paved and 204 unpaved. These roadways are mapped by functional classification in Figure 2.

Figure 2
Population Centers and Roadway Networks



2.5 Project Description

The proposed project under CEQA is the adoption of the Mariposa County RTP. The RTP is intended to document transportation policy, actions, and funding recommendations that will meet the short- and long-term access and mobility needs of Mariposa County residents over the next twenty-five years (2022-2047). The RTP is designed to guide the systematic development of a comprehensive multi-modal transportation system for Mariposa County. The 2022 update of the Mariposa County RTP reflects the latest project funding and planning assumptions, updates regional issues and policies, and updates performance measures for tracking plan progress.

Transportation improvements proposed in the RTP cover all modes of travel reflecting a system planning approach within Mariposa County. Improvements are categorized as short-term (2022 - 2032) or long-term (2032 - 2047). The RTP provides a full description of conceptual and proposed transportation improvements throughout the County (See Appendix A).

The Mariposa County RTP is divided into five Chapters plus appendices as described below:

1. **Executive Summary**: Provides an overview of the plan and its components.
2. **Introduction**: Describes why and how the plan was developed, the regional setting and key characteristics of Mariposa County and its population, and other trends likely to impact the future of transportation in Mariposa County. Key characteristics identified include a slow population growth rate and an aging population.
3. **Policy Element**: Describes the key issues relevant to planning in Mariposa County, other plans that affect the development of the RTP, and public participation in the development of the plan. The policy element also describes issues affecting transportation planning in the County. These issues include:
    - Safety on State highways and pavement conditions on local roads
    - Concerns about vegetation management along roadways
    - Lack of ample parking within Mariposa activity centers and communities
    - Lack of bicycle and pedestrian paths, trails, and other facilities
    - Public desire for increased transit connections and more frequent service
    - Concerns about appropriate lighting

    The policy element also presents the goals, objectives, and performance measures for the plan, including those for highways, transit, active transportation, aviation, air quality

and greenhouse gases, transportation financing, goods movement, transportation system management, and land use.

4. **Action Element**: Identifies current conditions of each transportation mode and short- and long- term actions to address the needs of the transportation system and to meet the goals and objectives of the RTP. The Action Element addresses each of the following modes and topics:
    - Roadway Network
    - Public Transit
    - Bicycle and Pedestrian Facilities
    - Aviation
    - Goods Movement
    - Intelligent Transportation Systems
    - Transportation Systems Management
    - Air Quality and Greenhouse Gases
    - Transportation Safety and Security
5. **Financial Element:** Outlines the financial assumptions and forecasts of transportation costs and revenues necessary to implement the Action Element. The Financial Element presents a constrained funding scenario that includes revenue that is reasonably expected to be available from existing funding mechanisms over the horizon of the RTP, including projections of the future STIP and federal transportation funds. The Financial Element also summarizes funding programs available to Mariposa County.

The RTP contains a list of planned projects, including estimated costs and funding sources. Please refer to Appendix C of the RTP for the full lists.

2.6 Program vs Project Level CEQA Analysis

As discussed previously, the Project (under CEQA), is the adoption of the proposed RTP. The RTP is a program/policy-level document, which means it does not provide project-specific construction details that would allow for project-level CEQA analysis. Furthermore, specific development is not being proposed under this RTP and adoption of this CEQA document would not authorize any development. Information such as precise project locations, project timing,

funding mechanisms, material types, types of equipment and ultimately construction drawings will be required in order for future "project-level" CEQA analysis to occur. Therefore, this CEQA document has been prepared at a "program-level". Under CEQA, a programmatic document is prepared on a series of actions that can be characterized as one large project and/or for a project that will be implemented over a long period of time. This CEQA document, prepared at a program level, is therefore adequate for adoption of the RTP by Mariposa County.

As Lead Agency, Mariposa County is responsible for adoption of this CEQA document and for future CEQA actions related to potential buildout of the RTP.

Implementation of the physical components of the RTP will occur over years to decades as funding and/or approval occur. Many of the individual projects contained in the RTP will be subject to various CEQA Exemptions, while others may likely be analyzed using a Mitigated Negative Declaration or additional National Environmental Policy Act (NEPA) documentation, depending on funding source. The level of documentation will be decided by the implementing agency. Table 1 below provides typical examples of the type of CEQA documentation that may be required for certain types of projects.

Table 1

Typical Environmental Requirements

Project Type	CEQA Exemption	Initial Study / Mitigated Negative Declaration	NEPA / other technical studies
Minor restriping, repaving, maintenance / rehabilitation, transit facilities, signage, other minor projects	X	X	
Roadway expansion, bridge replacement, new dedicated paths, etc.		X	X

CEQA Exemptions

Typical exemptions for transportation projects include:

- Section 15282 (j) – A project for restriping streets or highways to relieve traffic congestion.
- Section 15301 (c) – Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities.

- Section 15304 (h) – The creation of bicycle lanes on existing rights-of-way.

Initial Study / Mitigated Negative Declarations

An Initial Study and Negative – or Mitigated Negative Declaration may be required when a project *may* have a significant impact on the environment. Examples include projects that involve construction in a potentially biological / culturally sensitive area, have potential impacts to existing traffic, have negative aesthetic impacts, or other reasons. Although it is not anticipated that future projects would require full-scale environmental impact reports (EIR), if significant and unavoidable impacts were to occur as a result of a project, an EIR may be required.

NEPA and other technical studies

When a project will be constructed using federal aid transportation funds, it may trigger NEPA requirements. Federal aid transportation funding in particular requires coordination through Caltrans, which can result in the preparation of a Preliminary Environmental Screening (PES) Form, and Environmental Assessment (EA), and/or the preparation of other technical studies (biological, cultural, traffic, etc.).

2.7 Other Required Approvals

The proposed project would include, but not be limited to, the following regulatory requirements:

- The adoption of this Negative Declaration by Mariposa County.
- Compliance with other federal, state and local requirements.

Chapter 3

IMPACT ANALYSIS

Initial Study Checklist

3.1 Environmental Checklist Form

Project title:

Adoption of the Mariposa County Regional Transportation Plan

Lead agency name and address:

Mariposa County Local Transportation Commission
4639 Ben Hur Road
Mariposa, CA 95338

Contact person and phone number:

Shannon Hansen, Executive Director
Jeannie Morvay-Clayton, Transportation Planner
(209) 966-5356

Project location:

See Section 2.1

Project sponsor's name/address:

Mariposa County Local Transportation Commission

General plan designation:

Various, County-wide project

Zoning:

Various, County-wide project

Description of project:

See Section 2.3

Surrounding land uses/setting:

See Section 2.2

Other public agencies whose approval or consultation is required (e.g., permits, financing approval, participation agreements):

See Section 2.5

California Native American Tribal Consultation:

Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, has consultation begun or is there a plan for consultation that includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentiality, etc.?

In accordance with Assembly Bill (AB) 52, potentially affected Tribes were formally notified of this Project and were given the opportunity to request consultation on the Project. No further consultation was requested. See Section 3.17 – Tribal Cultural Resources for more information.

3.2 Environmental Factors Potentially Affected

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.

☐ Aesthetics	☐ Agriculture Resources and Forest Resources	☐ Air Quality
☐ Biological Resources	☐ Cultural Resources	☐ Energy
☐ Geology / Soils	☐ Greenhouse Gas Emissions	☐ Hazards & 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

3.3 Determination

Based on 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.

☐ 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.

_____ _____

Shannon Hansen Date

Executive Director

Mariposa County Local Transportation Commission

I. AESTHETICS

Except as provided in Public Resources Code Section 21099, would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
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 publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and 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?	☐	☐	☐	☒

RESPONSES

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 publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and 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?

No Impact. The proposed adoption of the RTP would not result in any physical changes, but future development of project components contained in the RTP could potentially impact aesthetic resources. Construction and operation of project components contained in the RTP could potentially impact scenic resources and vistas; degrade the existing visual character of the area; and/or create a new source of light or glare. Although most of the project components are at ground level and would not impose a significant visual impact, there are components such as signage, roadway lighting, bridge work, etc. that could potentially impact visual resources. Individual projects would be subject to site-specific environmental review, at which time the implementing agency would identify the potential impacts to aesthetic resources.

Mariposa County's RTP is a programmatic document that proposes goals and policies pertaining to the future of transportation in Mariposa County. It is intended to document transportation policy, actions, and funding recommendations that will meet the short- and long-term access and mobility needs of Mariposa County residents over the next twenty-five years. The RTP is designed to guide the systematic development of a comprehensive multi-modal transportation system for Mariposa County. Individual project details such as precise project locations, project timing, funding mechanisms, material types, types of equipment and ultimately construction drawings are currently not available. At such time that specific individual projects are implemented, the implementing agency will conduct site-specific CEQA analysis as necessary. Furthermore, implementation of the RTP would be required to comply with the goals and policies under the County's General Plan, County Community Plans, and other relevant regulatory documents.

Adoption of the RTP alone would not create any aesthetic impacts because specific development is not being proposed under this RTP and it would not authorize any development. Therefore, there is ***no impact***.

Mitigation Measures: None are required.

II. AGRICULTURE AND FOREST RESOURCES

Would the project:

	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
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 Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	☐	☐	☐	☒
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?	☐	☐	☐	☒

RESPONSES

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 Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?

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?

No Impact. The proposed adoption of the RTP would not result in any physical changes, but future development of project components contained in the RTP could potentially impact agricultural or forestry resources. Construction and operation of project components contained in the RTP could potentially impact agricultural resources; conflict with Williamson Act parcels; and/or impact forest land resources. Although most of the project components would occur within existing right of way and outside of agricultural or forest land, it is conceivable that potential road widenings, a new trail or similar projects could be placed on or near such lands. Individual projects would be subject to site-specific environmental review, at which time the implementing agency would identify the potential impacts to agricultural and forest resources.

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be required to comply with the goals and policies under the County's General Plan, County Community Plans, and other relevant regulatory documents.

Adoption of the RTP alone would not create any agricultural or forestry impacts because specific development is not being proposed under this RTP and it would not authorize any development. Therefore, there is ***no impact***.

Mitigation Measures: None are required.

III. AIR QUALITY

Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
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 or adversely affecting a substantial number of people)?	☐	☐	☐	☒

Mariposa County is located within the Mountain Counties Air Basin and is under the jurisdiction of the Mariposa County Air Pollution Control District.

RESPONSES:

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?

No Impact. The main intention of the RTP is to rehabilitate the current road base and improve existing and future circulation within the County wherever possible. With this focus, improvements in the RTP may benefit regional air quality by reducing congestion on major roads within the County. Some of the route improvements proposed in the RTP could have direct impacts on air quality,

sensitive receptors, or create objectionable odors on a project-specific basis during construction. The Clean Air Act sets national ambient air quality standards for various air pollutants, including carbon monoxide, ozone, oxides of nitrogen, sulfur dioxide and particulate matter.

Construction and operation of project components contained in the RTP could potentially impact local and regional air quality. Individual projects would be subject to site-specific environmental review, at which time the implementing agency would identify the potential impacts to air quality and mitigation measures to reduce the impacts.

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Adoption of the RTP alone would not create any air quality impacts because specific development is not being proposed under this RTP and it would not authorize any development. Therefore, there is ***no impact***.

Mitigation Measures: None are required.

IV. BIOLOGICAL RESOURCES

Would the project:

	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
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 Game 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, regulations, or by the California Department of Fish and Game 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?	☐	☐	☐	☒

IV. BIOLOGICAL RESOURCES

Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
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?	☐	☐	☐	☒

Mariposa County contains a variety of natural communities that are generally considered sensitive, such as riparian, oak woodland, forests, streams, rivers, wet meadows, and vernal pools. Streams, rivers, wet meadows, and vernal pools (wetlands and jurisdictional waters) are of high concern because they provide unique aquatic habitat (perennial and ephemeral) for many endemic species, including special-status plants, birds, invertebrates, and amphibians. These aquatic habitats oftentimes qualify as protected wetlands or jurisdictional waters and are protected from disturbance.

There are numerous protected plant and animal species within Mariposa County. These species are presumed present at any given time throughout their habitat range. Some species require localized micro-habitats, while others are highly mobile and may occur throughout the County. The County contains two CDFG designated sensitive natural communities including: Big Trees Forest and Central Valley Drainage Hardhead/Squawfish Stream.

RESPONSES:

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 Game 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, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

c. 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?

d. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

e. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

No Impact. The proposed adoption of the RTP would not result in any physical changes, but future development of project components contained in the RTP could potentially impact biological resources. Many of the documented special-status species may be directly or indirectly affected by RTP projects within the County if the improvements are to encroach on the species' habitat, or movement corridors. Although most of the potential project components would occur within existing right of way and outside of biologically sensitive areas, it is conceivable that potential road widenings, bridge work, a new trail or similar projects could be placed on or near such lands. Individual projects would be subject to site-specific environmental review, at which time the implementing agency would identify the potential impacts to biological resources.

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Adoption of the RTP alone would not create any biological impacts because specific development is not being proposed under this RTP and it would not authorize any development. Therefore, there is ***no impact***.

Mitigation Measures: None are required.

V. CULTURAL RESOURCES

Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a. Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?	☐	☐	☐	☒
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	☐	☐	☐	☒
c. Disturb any human remains, including those interred outside of formal cemeteries?	☐	☐	☐	☒

RESPONSES

a. Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?

b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?

c. Disturb any human remains, including those interred outside of formal cemeteries?

No Impact. The proposed adoption of the RTP would not result in any physical changes, but future development of project components contained in the RTP could potentially impact cultural resources. Although most of the potential project components would occur within existing right of way and outside of culturally sensitive areas, it is conceivable that ground disturbance from potential road widenings, bridge work, a new trail or similar projects could occur near culturally sensitive areas. Potential impacts may include being in close proximity to historical structures or buildings, unearthing buried cultural resources, etc. Individual projects would be subject to site-specific environmental review, at which time the implementing agency would identify the potential impacts to cultural resources.

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Adoption of the RTP alone would not create any cultural resource impacts because specific development is not being proposed under this RTP and it would not authorize any development. Therefore, there is ***no impact***.

Mitigation Measures: None are required.

VI. ENERGY

Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
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?	☐	☐	☐	☒

RESPONSES

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?

No Impact. Construction and operation of project components contained in the RTP could potentially result in energy impacts. Although the project components do not (by themselves) use significant energy (once constructed), it is conceivable that potentially significant energy use could occur during construction. Individual projects would be subject to site-specific environmental review, at which time the implementing agency would identify the potential impacts to energy resources.

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be required to comply with the goals and policies under the County's General Plan, County Community Plans, and other relevant regulatory documents.

Adoption of the RTP alone would not create any energy impacts because specific development is not being proposed under this RTP and it would not authorize any development. Therefore, there is ***no impact***.

Mitigation Measures: None are required.

VII. GEOLOGY AND SOILS

Would the project:

	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a. Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☐	☒
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 most recently	☐	☐	☐	☒

VII. GEOLOGY AND SOILS

Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
adopted Uniform Building Code 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?	☐	☐	☐	☒

RESPONSES

a-i. Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

a (ii-iv). Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving strong seismic ground shaking, liquefaction or 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 most recently adopted Uniform Building Code creating substantial 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?

No Impact. The proposed adoption of the RTP would not result in direct physical changes, however future development of project components contained in the RTP (roadways, bridges, small structures, etc.) would be subject to existing building codes, the Alquist-Priolo Earthquake Zoning Act, and other state and federal regulations related to seismic and geological hazards. Implementation of General Plan policies, and Best Management Practices (BMPs) would further minimize such potential impacts. Examples of BMPs include hydroseeding, erosion control blankets, installing silt fences, etc.

Individual projects would be subject to site-specific environmental review, at which time the implementing agency would identify the potential geological impacts.

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Adoption of the RTP alone would not create any geological impacts because specific development is not being proposed under this RTP and it would not authorize any development. Therefore, there is ***no impact***.

Mitigation Measures: None are required.

VIII. GREENHOUSE GAS EMISSIONS

Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
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?	☐	☐	☐	☒

In 2006, the California State Legislature adopted Assembly Bill (AB) 32 known as the California Global Warming Solutions Act (Section 38560.5 of the Health and Safety Code). AB 32 establishes a cap on statewide GHG emissions and sets forth the regulatory framework to achieve the corresponding reduction in statewide emissions levels, with a goal of lowering statewide GHG emissions to 1990 levels by 2020. Additionally, California Senate Bill (SB) 32, signed in 2016, established a mid-range goal of lowering statewide GHG emissions to 40 percent below 1990 levels by 2030, and California Executive Order S-03-05, signed in 2005, established a long-range goal of lowering statewide GHG emissions to 80 percent below 1990 levels by 2050.

In 2013, California Governor Jerry Brown signed SB 743, which requires an update in the metric of transportation impact used in CEQA from LOS and vehicle delay to one that promotes the reduction of GHG emissions, the development of multimodal transportation networks, and a diversity of land uses for transit priority areas. In late 2018, the Natural Resources Agency adopted updates to the CEQA guidelines, removing LOS as a measure of transportation impact under CEQA and replacing it with vehicle miles traveled (VMT). Though LOS can be used for other purposes, such as identifying needs for local roadway improvements and General Plan compliance, lead agencies must now use VMT for CEQA analysis.[1]

[1] Policy Element - Mariposa Co. Regional Transportation Plan (2022), page 34.

RESPONSES:

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?

No Impact. Governmental action in preparation for or response to climate change may also directly influence transportation planning. Metropolitan Planning Organizations are already required to develop Sustainable Community Strategies in conjunction with their Regional Transportation Plans. Though RTPAs such as MCLCTC are not currently required to develop such strategies, other requirements may be placed on RTPAs in the future. Mariposa County has also taken steps to plan for the effects of climate change. The 2021 Mariposa County Recreation and Resiliency Master Plan discusses recent impacts of climate change in the County and integrates planning for parks and trails with adaptation to the effects of climate change.[2]

The RTP Guidelines encourage rural RTPAs to incorporate strategies to reduce GHG emissions as part of their planning process. As discussed in the previous section, efforts to reduce greenhouse gas and criteria pollutant emissions through reductions in VMT are likely to be difficult due to the rural nature of much of the county and interregional travel. More efficient vehicles and low-carbon fuel efforts being pursued at the state level will likely afford the greatest reduction in rural GHG emissions. Similarly, electric vehicles are an increasing part of the vehicle fleet; Mariposa County already has several charging stations, mostly near Mariposa.[3]

The low-density nature of most Mariposa County development creates challenges for meeting access and mobility needs via non-automotive modes. As with most rural counties, transportation options such as transit, walking, and biking are limited due to the challenges described above. However, Mariposa County is currently developing an active transportation plan to support improvements for walking and biking, and electric vehicle usage will likely continue to increase, especially as technology increases vehicle range and charging options expand.[4]

The California Air Pollution Control Officers Association "Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity"

[2] Ibid, page 37.

[3] Ibid.

[4] Ibid.

(December 2021) identifies strategies local governments, communities, and project developers can use to reduce VMT. Not all these strategies are likely to be effective in a rural environment such as Mariposa County. As with many rural counties, transportation options such as transit, walking, and biking are limited in Mariposa County due to funding, mobility, and geographic reasons. However, populated areas such as the town of Mariposa, with concentrations of homes, businesses, government services, and other destinations in close proximity provide good opportunities for residents, workers, and visitors to walk and bike and use transit. The Handbook provides guidance on estimating their effectiveness, given the context in which they will be implemented.

The following strategies from the Handbook are most likely to be effective in Mariposa County. Although effectiveness may be less than in more urbanized areas, these improvements will also provide increased access for residents and visitors to their destinations:[5]

- Land Use
  - Increase residential and job density
  - Integrate affordable and below market rate housing
  - Improve street connectivity
- Trip Reduction Programs
  - Implement commute trip reduction programs » Implement ridesharing
  - Provide vanpools
- Parking or Road Pricing/Management
  - Provide electric vehicle charging
  - Limit and price parking
- Neighborhood Design
  - Provide pedestrian and biking networks, facilities, and improvements
  - Implement car sharing programs
- Transit
  - Expand transit coverage, hours, and service
  - Reduce fares
- Clean Vehicles and Fuels
  - Use cleaner-fuel vehicles

[5] Ibid, page 36.

Individual projects identified in the RTP would be subject to site-specific environmental review, at which time the implementing agency would identify the potential impacts to GHG and climate change.

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Adoption of the RTP alone would not create any GHG or climate change impacts because specific development is not being proposed under this RTP and it would not authorize any development. Therefore, there is ***no impact***.

Mitigation Measures: None are required.

IX. HAZARDS AND HAZARDOUS MATERIALS

Would the project:

	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
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?	☐	☐	☐	☒

IX. HAZARDS AND HAZARDOUS MATERIALS

Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
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?	☐	☐	☐	☒

Hazardous materials refer generally to hazardous substances that exhibit corrosive, poisonous, flammable, and/or reactive properties and have the potential to harm human health and/or the environment. Accidental releases of hazardous materials can occur from a variety of causes including roadway accidents, fires, train derailments, shipping accidents and industrial accidents.

Various industrial and commercial facilities within the County use and store hazardous materials and generate hazardous waste. Underground storage tanks (USTs) are primarily used to contain gasoline and other petroleum products such as diesel and waste oil. A variety of other hazardous materials and wastes, such as solvents, are also stored in underground storage tanks. Facilities that use and store hazardous materials and wastes must comply with federal, State, and local laws governing hazardous materials/waste handling, storage, transportation, and disposal.

The various project components contained in the RTP are proposed to be located throughout the County and are likely to be near places such as schools, residential neighborhoods and commercial areas.

RESPONSES:

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?

No Impact. The proposed adoption of the RTP would not result in direct physical changes, however future development of project components contained in the RTP (roadway projects, trails, bridges, small structures, etc.) could potentially involve the use and/or transport of hazardous materials that could be located near sensitive areas such as schools, residential or commercial areas. This could occur during the construction stage and may include items such as petroleum, natural gas, cleaners, solvents, paint, pesticides, etc. No on-going use or transport of hazardous materials is anticipated once construction is complete. Use and transport of such materials would be subject to existing state and federal regulations related to hazards and hazardous materials. Implementation of General Plan policies and Best Management Practices (BMPs) would further minimize such potential impacts. Individual projects would be subject to site-specific environmental review, at which time the implementing agency would identify the potential hazard-related impacts.

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mechanisms, material types, types of equipment and ultimately construction drawings are currently not available. At such time that specific individual projects are implemented, the implementing agency will conduct site-specific CEQA analysis as necessary. Furthermore, implementation of the RTP would be required to comply with the goals and policies under the County's General Plan, County Community Plans, and other relevant regulatory documents.

Adoption of the RTP alone would not create any hazards or hazardous material impacts because specific development is not being proposed under this RTP and it would not authorize any development. Therefore, there is ***no impact***.

Mitigation Measures: None are required.

X. HYDROLOGY AND WATER QUALITY

Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
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	☐	☐	☐	☒

X. HYDROLOGY AND WATER QUALITY

Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
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?	☐	☐	☐	☒

RESPONSES:

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 offsite;

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?

No Impact. The proposed adoption of the RTP would not result in direct physical changes, however future development of project components contained in the RTP (roadway projects, trails, bridges, small structures, etc.) could potentially increase the impervious surface areas and utilize water supply during construction and for potential landscaping. Individual future projects would be required (depending on size and location) to comply with the requirements set forth in the National Pollutant Discharge Elimination System (NPDES) Permit and incorporate construction BMPS, as directed by the Storm Water Pollution Prevention Plan (SWPPP), if applicable. In addition, construction water usage would be minimal and temporary; and any proposed landscaping would be installed pursuant to Mariposa County's guidance and regulations and the County General Plan, thereby minimizing water use. Individual projects would be subject to site-specific environmental review, at which time the implementing agency would identify the potential hydrological impacts.

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Adoption of the RTP alone would not create any hydrological impacts because specific development is not being proposed under this RTP and it would not authorize any development. Therefore, there is ***no impact***.

Mitigation Measures: None are required.

XI. LAND USE AND PLANNING

Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
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?	☐	☐	☐	☒

RESPONSES:

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?

No Impact. The proposed adoption of the RTP would not result in direct physical changes, however future development of project components contained in the RTP (roadway projects, trails, bridges, small structures, etc.) could occur at various places throughout the County. None of the proposed projects would physically divide an established community, nor would they conflict with any applicable land use plans or habitat conservation plans. Individual projects would be subject to site-specific environmental review, at which time the implementing agency would identify the potential impacts to land use.

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not available. At such time that specific individual projects are implemented, the implementing agency will conduct site-specific CEQA analysis as necessary. Furthermore, implementation of the RTP would be required to comply with the goals and policies under the County's General Plan, County Community Plans, and other relevant regulatory documents.

Adoption of the RTP alone would not create any land use impacts because specific development is not being proposed under this RTP and it would not authorize any development. Therefore, there is ***no impact***.

Mitigation Measures: None are required.

XI. MINERAL RESOURCES

Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
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?	☐	☐	☐	☒

RESPONSES:

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?

No Impact. The proposed adoption of the RTP would not result in direct physical changes, however future development of project components contained in the RTP (roadway projects, trails, bridges, small structures, etc.) could occur at various places throughout the County. However, it is unlikely that any of the projects listed in the RTP will impact mineral resources. Individual projects would be subject to site-specific environmental review, at which time the implementing agency would identify the potential impacts to mineral resources.

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not available. At such time that specific individual projects are implemented, the implementing agency will conduct site-specific CEQA analysis as necessary. Furthermore, implementation of the RTP would be required to comply with the goals and policies under the County's General Plan, County Community Plans, and other relevant regulatory documents.

Adoption of the RTP alone would not create any mineral resource impacts because specific development is not being proposed under this RTP and it would not authorize any development. Therefore, there is ***no impact***.

Mitigation Measures: None are required.

XII. NOISE

Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a. Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☐	☒
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 two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒

Noise is most often described as unwanted sound. Although sound can be easily measured, the perception of noise and the physical response to sound complicate the analysis of its impact on people. The County is impacted by a multitude of noise sources. Mobile sources of noise, especially cars and trucks, are the most common and significant sources of noise in most communities, and they are predominant sources of noise in the County. In addition, commercial, industrial, and institutional land uses throughout the County (i.e., schools, fire stations, utilities) generate stationary-source noise.

RESPONSES:

a. Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

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 two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

No Impact. The proposed adoption of the RTP would not result in direct physical changes, however future development of project components contained in the RTP (roadway projects, trails, bridges, small structures, etc.) could potentially increase noise due to construction (temporary impact) and possibly operation (due to increased vehicular use). Individual projects would be subject to site-specific environmental review, at which time the implementing agency would identify the potential noise-related impacts and mitigation measures.

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Adoption of the RTP alone would not create any noise impacts because specific development is not being proposed under this RTP and it would not authorize any development. Therefore, there is ***no impact***.

Mitigation Measures: None are required.

XIV. POPULATION AND HOUSING

Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
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?	☐	☐	☐	☒

RESPONSES:

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?

No Impact. Adoption of the RTP would not affect population or employment growth and as a result would not result in growth that exceeds growth estimates of the County's General Plan or local Plans, nor would it result in the displacement or relocation of people or housing. Individual projects would be subject to site-specific environmental review, at which time the implementing agency would identify the potential population-related impacts.

Mariposa County's RTP is a programmatic document that proposes goals and policies pertaining to the future of transportation in Mariposa County. It is intended to document transportation policy, actions, and funding recommendations that will meet the short- and long-term access and mobility needs of Mariposa County residents over the next twenty-five years. The RTP is designed to guide the

systematic development of a comprehensive multi-modal transportation system for Mariposa County. Individual project details such as precise project locations, project timing, funding mechanisms, material types, types of equipment and ultimately construction drawings are currently not available. At such time that specific individual projects are implemented, the implementing agency will conduct site-specific CEQA analysis as necessary. Furthermore, implementation of the RTP would be required to comply with the goals and policies under the County's General Plan, County Community Plans, and other relevant regulatory documents.

Adoption of the RTP alone would not create any population or housing impacts because specific development is not being proposed under this RTP and it would not authorize any development. Therefore, there is ***no impact***.

Mitigation Measures: None are required.

XV. PUBLIC SERVICES

Would the project:

	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
Fire protection?	☐	☐	☐	☒
Police protection?	☐	☐	☐	☒
Schools?	☐	☐	☐	☒
Parks?	☐	☐	☐	☒
Other public facilities?	☐	☐	☐	☒

RESPONSES:

a. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

Fire Protection?

Police Protection?

Schools, Parks, Other Public Facilities?

No Impact. Adoption of the RTP would not affect population or employment growth and as a result would not result in growth that would require the assemblage of additional fire or police resources, or the expansion of any schools or other public facilities. The proposed adoption of the RTP would not result in direct physical changes, however future development of project components contained in the RTP (roadway projects, trails, bridges, small structures, etc.) could potentially increase the need for additional police/fire/ambulance due to increased use of transportation facilities. Individual projects would be subject to site-specific environmental review, at which time the implementing agency would identify the potential public service related impacts.

Mariposa County's RTP is a programmatic document that proposes goals and policies pertaining to the future of transportation in Mariposa County. It is intended to document transportation policy, actions, and funding recommendations that will meet the short- and long-term access and mobility needs of Mariposa County residents over the next twenty-five years. The RTP is designed to guide the systematic development of a comprehensive multi-modal transportation system for Mariposa County. Individual project details such as precise project locations, project timing, funding mechanisms, material types, types of equipment and ultimately construction drawings are currently not available. At such time that specific individual projects are implemented, the implementing agency will conduct site-specific CEQA analysis as necessary. Furthermore, implementation of the RTP would be required to comply with the goals and policies under the County's General Plan, County Community Plans, and other relevant regulatory documents.

Adoption of the RTP alone would not create any public services impacts because specific development is not being proposed under this RTP and it would not authorize any development. Therefore, there is ***no impact***.

Mitigation Measures: None are required.

XVI. RECREATION

Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☐	☒
b. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☐	☒

RESPONSES:

a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

b. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?

No Impact. Adoption of the RTP would not affect population or employment growth and as a result would not result in growth that exceeds growth estimates of the County's General Plan or local Plans, nor would it result in the increased use of recreational facilities. Individual projects would be subject to site-specific environmental review, at which time the implementing agency would identify the potential recreation-related impacts.

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County. Individual project details such as precise project locations, project timing, funding mechanisms, material types, types of equipment and ultimately construction drawings are currently not available. At such time that specific individual projects are implemented, the implementing agency will conduct site-specific CEQA analysis as necessary. Furthermore, implementation of the RTP would be required to comply with the goals and policies under the County's General Plan, County Community Plans, and other relevant regulatory documents.

Adoption of the RTP alone would not create any recreation impacts because specific development is not being proposed under this RTP and it would not authorize any development. Therefore, there is ***no impact***.

Mitigation Measures: None are required.

XVII. TRANSPORTATION/ TRAFFIC

	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
Would the project:				
a. Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	☐	☐	☒	☐
b. Would the project 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?	☐	☐	☒	☐

Most travel in Mariposa County is by automobile, and it will continue to be so over the life of the RTP and beyond. The roadway network within the unincorporated parts of the County is rural in character, mainly serving small communities, tourism, recreation, and agriculture uses. State highways are the primary transportation corridors extending through the County and serve all the County's major population centers. Other County arterials and a network of federal, state, local public, and private roads constitute the remainder of the roadway system. The state highway network serves primarily intercity and inter-county regional travel and interregional tourism, while the County's roadways serve local trips.

RESPONSES:

a. Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?

b. Would the project 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?

Less Than Significant Impact. As described throughout this initial study, implementation of the proposed project would assist in the improvement of the County's transportation network across all modes of transit and transportation. There are policies and programs included in the RTP that would improve public access to transit systems and alternative modes of transit, such as bicycle use. The various roadways improvements identified in the RTP would assist in the delivery of emergency services by improving the local and regional roadway network and eliminating existing design and safety hazards. The RTP and the projects included within were developed after careful review of the General Plan of the County. The RTP is consistent with the circulation element of the General Plan, and would not result in conflicts or inconsistencies with the above referenced plans.

The proposed adoption of the RTP would not result in direct physical changes, however future development of project components contained in the RTP could potentially result in impacts to existing transportation systems.

In 2013, California Governor Jerry Brown signed SB 743, which requires an update in the metric of transportation impact used in CEQA from LOS and vehicle delay to one that promotes the reduction of GHG emissions, the development of multimodal transportation networks, and a diversity of land uses for transit priority areas. In late 2018, the Natural Resources Agency adopted updates to the CEQA guidelines, removing LOS as a measure of transportation impact under CEQA and replacing it with vehicle miles traveled (VMT). Though LOS can be used for other purposes, such as identifying needs for local roadway improvements and General Plan compliance, lead agencies must now use VMT for CEQA analysis.

Vehicle Miles Traveled

The California Governor's Office of Planning and Research (OPR) "Technical Advisory on Evaluating Transportation Impacts in CEQA" (December 2018) includes specifications for VMT methodology and recommendations for significance thresholds, screening of projects that may be presumed to have less than significant impacts, and mitigation. For transportation projects, the Technical Advisory notes that addition of through lanes on existing or new highways will likely lead to a measurable and substantial increase in vehicle travel. The Technical Advisory also notes that projects that would not likely lead to a substantial or measurable increase in vehicle travel include the following:

- Rehabilitation, maintenance, replacement, safety, and repair projects designed to improve the condition of existing transportation assets (e.g., highways; roadways; bridges; culverts; Transportation Management System field elements such as cameras, message signs, detection, or signals; tunnels; transit systems; and assets that serve bicycle and pedestrian facilities) and that do not add additional motor vehicle capacity
- Roadside safety devices or hardware installation such as median barriers and guardrails
- Roadway shoulder enhancements to provide "breakdown space," dedicated space for use only by transit vehicles, to provide bicycle access, or to otherwise improve safety, but which will not be used as automobile vehicle travel lanes
- Addition of an auxiliary lane of less than one mile in length designed to improve roadway safety
- Installation, removal, or reconfiguration of traffic lanes that are not for through traffic, such as left, right, and U-turn pockets, two-way left-turn lanes, or emergency breakdown lanes that are not utilized as through lanes
- Addition of roadway capacity on local or collector streets provided the project also substantially improves conditions for pedestrians, cyclists, and, if applicable, transit
- Conversion of existing general-purpose lanes (including ramps) to managed lanes or transit lanes, or changing lane management in a manner that would not substantially increase vehicle travel
- Addition of a new lane that is permanently restricted to use only by transit vehicles
- Reduction in number of through lanes
- Grade separation to separate vehicles from rail, transit, pedestrians, or bicycles, or to replace a lane in order to separate preferential vehicles (e.g., HOV, HOT, or trucks) from general vehicles
- Installation, removal, or reconfiguration of traffic control devices, including Transit Signal Priority (TSP) features
- Installation of traffic metering systems, detection systems, cameras, changeable message signs and other electronics designed to optimize vehicle, bicycle, or pedestrian flow
- Timing of signals to optimize vehicle, bicycle, or pedestrian flow
- Installation of roundabouts or traffic circles
- Installation or reconfiguration of traffic calming devices
- Adoption of or increase in tolls
- Addition of tolled lanes, where tolls are sufficient to mitigate VMT increase
- Initiation of new transit service
- Conversion of streets from one-way to two-way operation with no net increase in number of traffic lanes

- Removal or relocation of off-street or on-street parking spaces
- Adoption or modification of on-street parking or loading restrictions (including meters, time limits, accessible spaces, and preferential/reserved parking permit programs)
- Addition of traffic wayfinding signage
- Rehabilitation and maintenance projects that do not add motor vehicle capacity
- Addition of new or enhanced bike or pedestrian facilities on existing streets/highways or within existing public rights-of-way
- Addition of Class I bike paths, trails, multi-use paths, or other off-road facilities that serve non-motorized travel
- Installation of publicly available alternative fuel/charging infrastructure
- Addition of passing lanes, truck climbing lanes, or truck brake-check lanes in rural areas that do not increase overall vehicle capacity along the corridor

No new highways or additions of lanes to existing highways are planned in this RTP.

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Adoption of the RTP alone would not create any transportation impacts because specific development is not being proposed under this RTP and it would not authorize any development. Therefore, there is a ***less than significant impact***.

Mitigation Measures: None are required.

XVIII. TRIBAL CULTURAL RESOURCES

	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
Would the project:				
a. Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or	☐	☐	☐	☒
ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☐	☐	☒

RESPONSES:

Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

a. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or

b. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

No Impact. Potentially affected Tribes were formally notified of this project during development of the RTP and were given the opportunity for further consultation on the project. As of May 2023, no Tribes have provided a formal response.

The proposed adoption of the RTP would not result in any physical changes, but future development of project components contained in the RTP could potentially impact tribal resources. Although most of the potential project components would occur within existing right of way and outside of culturally sensitive areas, it is conceivable that ground disturbance from potential road widenings, bridge work, a new trail or similar projects could occur near sensitive areas. Individual projects would be subject to site-specific environmental review, at which time the implementing agency would identify the potential impacts to Tribal resources.

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will conduct site-specific CEQA analysis as necessary. Furthermore, implementation of the RTP would be required to comply with the goals and policies under the County's General Plan, County Community Plans, and other relevant regulatory documents.

Adoption of the RTP alone would not create any Tribal resource impacts because specific development is not being proposed under this RTP and it would not authorize any development. Therefore, there is ***no impact***.

Mitigation Measures: None are required.

XIX. UTILITIES AND SERVICE SYSTEMS

Would the project:

	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
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 which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☐	☒
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?	☐	☐	☐	☒

RESPONSES:

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 which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

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?

No Impact. The proposed adoption of the RTP would not result in direct physical changes, however future development of project components contained in the RTP (roadway projects, trails, bridges, small structures, etc.) could potentially increase utility use (water) during construction and for potential landscaping, once constructed. Construction of the individual RTP projects would also likely result in the generation of solid waste. Individual projects would be subject to site-specific environmental review, at which time the implementing agency would identify the potential utility impacts.

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be required to comply with the goals and policies under the County's General Plan, County Community Plans, and other relevant regulatory documents.

Adoption of the RTP alone would not create any utility impacts because specific development is not being proposed under this RTP and it would not authorize any development. Therefore, there is ***no impact***.

Mitigation Measures: None are required.

XX. WILDFIRE

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
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?	☐	☐	☐	☒

RESPONSES:

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?

No Impact. The proposed adoption of the RTP would not result in direct physical changes, however future development of project components contained in the RTP (roadway projects, trails, bridges, small structures, etc.) could potentially be impacted by wildfires and/or impact wildfires. Individual projects would be subject to site-specific environmental review, at which time the implementing agency would identify the potential wildfire impacts.

Mariposa County's RTP is a programmatic document that proposes goals and policies pertaining to the future of transportation in Mariposa County. It is intended to document transportation policy, actions, and funding recommendations that will meet the short- and long-term access and mobility needs of Mariposa County residents over the next twenty-five years. The RTP is designed to guide the systematic development of a comprehensive multi-modal transportation system for Mariposa County. Individual project details such as precise project locations, project timing, funding mechanisms, material types, types of equipment and ultimately construction drawings are currently not available. At such time that specific individual projects are implemented, the implementing agency will conduct site-specific CEQA analysis as necessary. Furthermore, implementation of the RTP would be required to comply with the goals and policies under the County's General Plan, County Community Plans, and other relevant regulatory documents.

Adoption of the RTP alone would not create any wildfire impacts because specific development is not being proposed under this RTP and it would not authorize any development. Therefore, there is ***no impact***.

Mitigation Measures: None are required.

XXI. MANDATORY FINDINGS OF SIGNIFICANCE

Would the project:

	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a. Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☐	☒	☐
b. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	☐	☐	☒	☐
c. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☒	☐

RESPONSES:

a. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

Less than Significant Impact. The analyses of environmental issues contained in this Initial Study indicate that the proposed Project is not expected to have substantial impact on the environment or on any resources identified in the Initial Study.

b. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?

Less than Significant Impact. CEQA Guidelines Section 15064(i) states that a Lead Agency shall consider whether the cumulative impact of a project is significant and whether the effects of the project are cumulatively considerable. The assessment of the significance of the cumulative effects of a project must, therefore, be conducted in connection with the effects of past projects, other current projects, and probable future projects. Due to the nature of the Project and consistency with environmental policies, incremental contributions to impacts are considered less than cumulatively considerable. The proposed Project would not contribute substantially to adverse cumulative conditions, or create any substantial indirect impacts (i.e., increase in population could lead to an increase need for housing, increase in traffic, air pollutants, etc.). The impact is ***less than significant***.

c. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

Less than Significant Impact. The analyses of environmental issues contained in this Initial Study indicate that the project is not expected to have substantial impact on human beings, either directly or indirectly.

Chapter 4

List of Preparers

LIST OF PREPARERS AND CONSULTATIONS

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Appendices

Appendix A

Mariposa County Regional Transportation Plan

Mariposa County Regional Transportation Plan

2022 - 2047

Mariposa County Local Transportation Commission

DRAFT **JULY 2023**

EXECUTIVE SUMMARY

The 2022 Mariposa County Regional Transportation Plan (RTP) has been developed by the Mariposa County Local Transportation Commission (MCLTC) to document the transportation policy, actions, and funding recommendations that will meet the short- and long-term access and mobility needs of Mariposa County residents over the next 25 years (2022-2047). This document is designed to guide the systematic development of a comprehensive multimodal transportation system for Mariposa County. The 2022 update of the Mariposa County RTP reflects the latest project funding and planning assumptions, updates regional issues and policies, and updates performance measures for tracking plan progress. The Mariposa County RTP supports the California Transportation Plan (CTP) 2050 vision of a "safe, resilient, and universally accessible transportation system that supports vibrant communities, advances racial and economic justice, and improves public and environmental health."

The Mariposa County Board of Supervisors serves as the local transportation commission for transportation related agenda items. The MCLTC is composed of five County supervisors representing the districts in the county. The MCLTC's mission is to coordinate with its partners and communities to optimize the existing and future transportation systems. The MCLTC promotes a dynamic view of planning within the county by encouraging and supporting a variety of planning projects and programs.

Population over the period of the plan is expected to decrease slightly due to expected demographic trends including an aging population. Tourism traffic may add increasing demands on the roadway system; however, visitors to Yosemite National Park, the largest driver of tourism in the county, have dropped in recent years after peaking in 2016. The ongoing impacts of the COVID-19 pandemic and emerging transportation technologies may change the way people travel in the long term, but the automobile is expected to continue to be the dominant mode of transportation. Stresses on the roadway system induced by climate change may add demands for investment in the roadway network in coming years.

The aging population of the county and increasing desire in the general population for non-automotive transportation options is likely to increase the demand for transit. The desire for non-automotive transportation options also points to needs for investing in bicycle facilities and sidewalks.

The passages of the federal Bipartisan Infrastructure Law (BIL) and California Senate Bill (SB) 1 have improved the outlook for funding transportation maintenance and improvements in California. However, funding of the BIL beyond 2026 is unknown. Therefore, funding for investments in both automotive and non-automotive modes is likely to remain an issue.

The RTP contains the following chapters:

Executive Summary: Provides an overview of the plan and its components.

Introduction: Describes why and how the plan was developed, the regional setting and key characteristics of Mariposa County and its population, and other trends likely to impact the future of transportation in Mariposa County. Key characteristics identified include a slow growth rate and an aging population.

Policy Element: Describes the key issues relevant to planning in Mariposa County, other plans that affect the development of the RTP, and public participation in the development of the plan. These issues include the following:

- Concerns about safety on State highways and pavement conditions on local roads
- Concerns about vegetation management along roadways
- Lack of ample parking within Mariposa County activity centers and communities
- Lack of bicycle and pedestrian paths, trails, and other facilities
- Public desire for increased transit connections and more frequent service
- Concerns about appropriate lighting

The policy element presents the following regional vision: Create safe, efficient, and economically feasible regional transportation that:

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

The policy element also identifies goals, objectives, and performance measures for the plan, including those for highways, transit, active transportation, aviation, air quality and greenhouse gases, transportation financing, goods movement, transportation system management, and land use.

Action Element: Identifies current conditions of each transportation mode and short- and long- term actions to address the needs of the transportation system and to meet the goals and objectives of the RTP. The Action Element addresses each of the following modes and topics:

- Roadway Network
- Public Transit
- Bicycle and Pedestrian Facilities
- Aviation
- Goods Movement
- Intelligent Transportation Systems
- Transportation Systems Management
- Air Quality and Greenhouse Gases
- Transportation Safety and Security

Financial Element: Outlines the financial assumptions and forecasts of transportation costs and revenues necessary to implement the Action Element. The Financial Element presents a constrained funding scenario that includes revenue that is reasonably expected to be available from existing funding mechanisms over the horizon of the RTP, including projections of the future State Transportation Infrasturucture program (STIP) and federal transportation funds. The Financial Element also summarizes funding programs available to Mariposa County.

This plan meets all the requirements for RTPs developed by regional transportation planning agencies, as shown in **Appendix A**.

Mariposa County Local Transportation Commission

COUNTY COMMISSIONERS

Rosemarie Smallcombe, District 1

Shannon Poe, District 2

Danette Toso, District 3

Wayne Forsythe, District 4

Miles Menetrey, District 5

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INTRODUCTION

Purpose

As the Regional Transportation Planning Agency (RTPA) for Mariposa County, the MCLTC is required by California State law to prepare, adopt, and submit an updated Regional Transportation Plan (RTP) to the California Transportation Commission (CTC) and the California Department of Transportation (Caltrans) at least every five years. The purpose of this plan is to document Mariposa County's short-term (2022-2032) and long-term (2032-2047) regional transportation needs and set forth an effective, cost-feasible action plan to meet these needs. The RTP documents the policy direction, actions, and funding strategies designed to maintain and improve the regional transportation system. The RTP promotes a continuous, comprehensive, and cooperative transportation planning process that facilitates the efficient development and implementation of projects while maintaining Mariposa County's commitment to public health and environmental quality. The RTP is coordinated with the California Transportation Plan (CTP) as the CTP demonstrates how major metropolitan areas, rural areas, and state agencies can correlate planning efforts to achieve critical statewide goals. When developing the RTP, the MCLTC worked to align with the goals, policies, strategies, and recommendations laid out in the CTP where applicable.

Process

The MCLTC is responsible for the preparation of the Mariposa County RTP and must ensure that all requirements of the RTP process are met. To do so, the MCLTC completed the following steps:

1. Solicited public comment from the general public via a public meeting and an online survey.
2. Consulted Native American Tribal Organizations, Caltrans, other public agencies, and other groups to notify them of the RTP update and public meetings.
3. Reviewed the California Transportation Plan 2050, the Mariposa County General Plan, and other statewide and local plans to understand statewide and local goals relevant to development of the Mariposa County RTP.
4. Prepared a draft plan that included all of the required elements. The draft plan was made available to the parties identified in step two for comment.
5. Responded to comments and, as appropriate, included responses to comments in the final document.
6. Prepared a Negative Declaration on the potential environmental effects of the adoption of the RTP in accordance with CEQA guidelines.
7. Adopted the RTP and the environmental documentation.

Public Participation in Transportation Planning

The planning of the county transportation system is accomplished through the coordination of various governmental agencies, advisory committees, and public input. As part of the process to develop the RTP, the MCLTC Public Participation Plan, June 2010, was reviewed and used to guide the public participation process for the RTP.

GOVERNMENT PARTICIPATION

The following government agencies and groups were given the opportunity to contribute to development of the RTP:

- Mariposa County Local Transportation Commission, serving as the Regional Transportation Planning Agency
- Mariposa County Social Services Transportation Advisory Council
- Mariposa County Air Pollution Control District
- Caltrans
- California Air Resources Board
- U.S. Environmental Protection Agency
- Federal Highway Administration
- Federal Transit Administration
- US Forest Service
- Bureau of Land Management
- National Parks Service
- California Department of Fish and Wildlife
- United States Fish and Wildlife Service
- Mariposa Resource Conservation District
- Mariposa County Unified School District

CITIZEN PARTICIPATION

Every person in Mariposa County is affected by transportation. Therefore, public involvement is a major component of the transportation planning process. The MCLTC makes a concerted effort to solicit public input from all Mariposa County residents, including underrepresented groups, on transportation planning within Mariposa County. Specific examples include:

- Two community engagement events with a booth at the Mariposa Farmers' Market on August 24, 2022, and October 26, 2022. The purpose of the booths was to collect public input on transportation issues in the county. During the event, Mariposa County and consultant staff talked to members of the public, solicited input through voting on priority posters and comment cards, and directed the public to complete an online survey and stay connected to the RTP update. This process is further described in the Public Outreach section. **Appendix B** provides further details of inputs received via the outreach events and online survey.
- Mariposa County hosted a web page to keep the public informed during the RTP process. Planning documents, including the draft and final RTP, were posted to this site.
- Copies of the Draft RTP were made available for review at the Mariposa Public Library and on the project website.
- Press releases were sent to the media establishments announcing availability of the Draft RTP for review and comment and noting key findings.
- Public hearings were noticed in the local newspaper and held prior to adoption of the RTP and Regional Transportation Improvement Program.
- Notice of the Draft RTP was sent to the Mariposa County Chamber of Commerce.

NATIVE AMERICAN TRIBAL PARTICIPATION

The Native American Heritage Commission provided a list of tribal contacts with knowledge of cultural resources in Mariposa County. Each of the following tribes was contacted for consultation regarding the RTP (*Italicized* tribes are federally recognized):

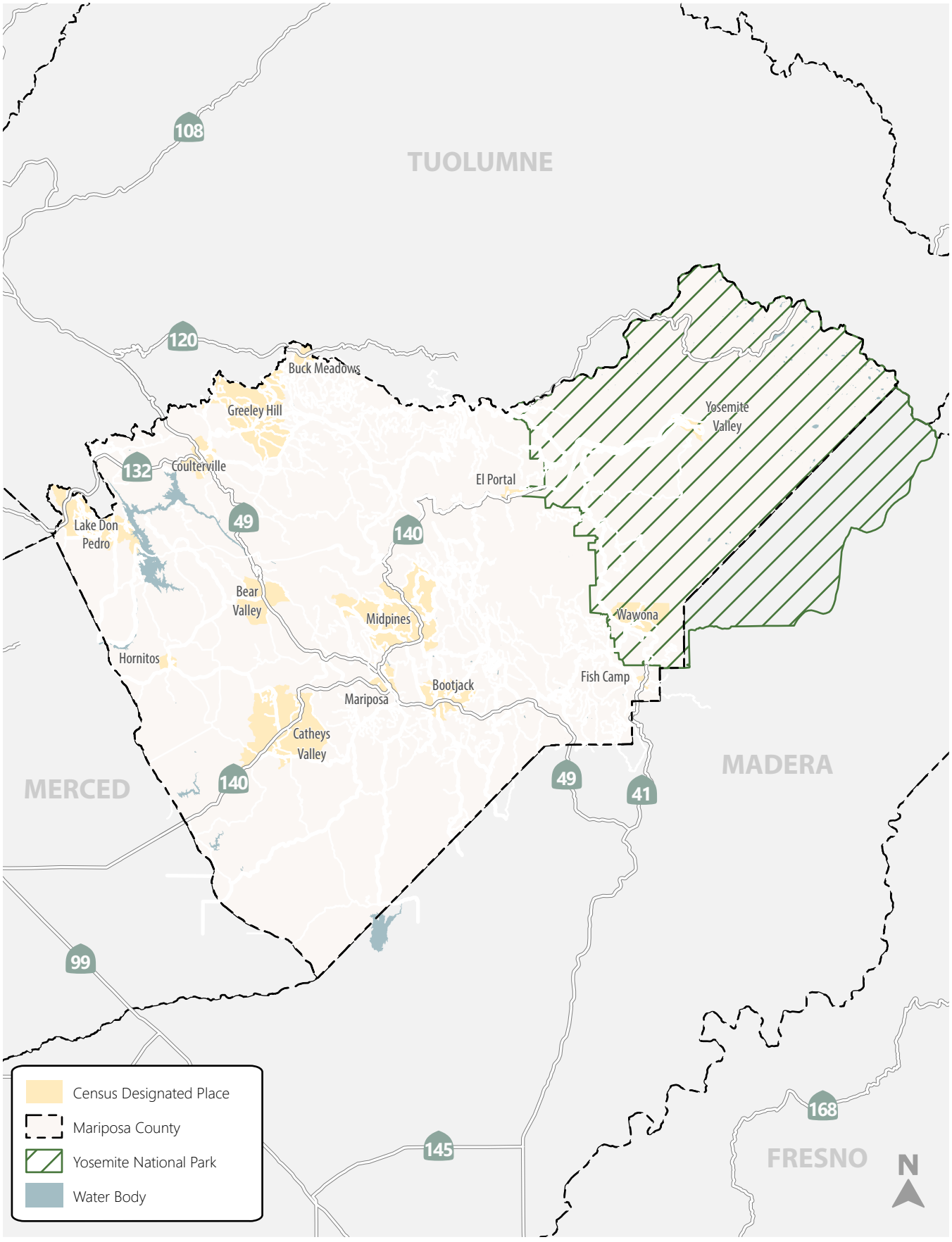
- *Chicken Ranch Rancheria of Me-Wuk Indians*
- Nashville Enterprise Miwok-Maidu-Nishinam Tribe
- *North Fork Rancheria of Mono Indians*
- *Picayune Rancheria of Chukchansi Indians*
- Southern Sierra Miwuk Nation
- *Tule River Indian Tribe*
- *Tuolumne Band of Me-Wuk Indians*
- *Wuksache Indian Tribe/Eshom Valley Band*

All tribes listed were contacted for participation in the RTP development by email and telephone in 2022. No comments were received from any of the tribes.

Regional Setting

Mariposa County is located in the western foothills of the Sierra Nevada. It lies north of Fresno, east of Merced, and southeast of Stockton. Bordering counties include Stanislaus, Tuolumne, Madera, and Merced. A significant portion of Yosemite National Park lies within Mariposa County, including Yosemite Valley, which receives most park visitors (Figure 1).

Figure 1: Mariposa County Regional Setting



Demographics

Transportation planning in Mariposa County is multifaceted and strives to balance the needs of many users including residents, people with special needs (such as those who are older, disabled, or have low income), visitors, and local workers.

POPULATION

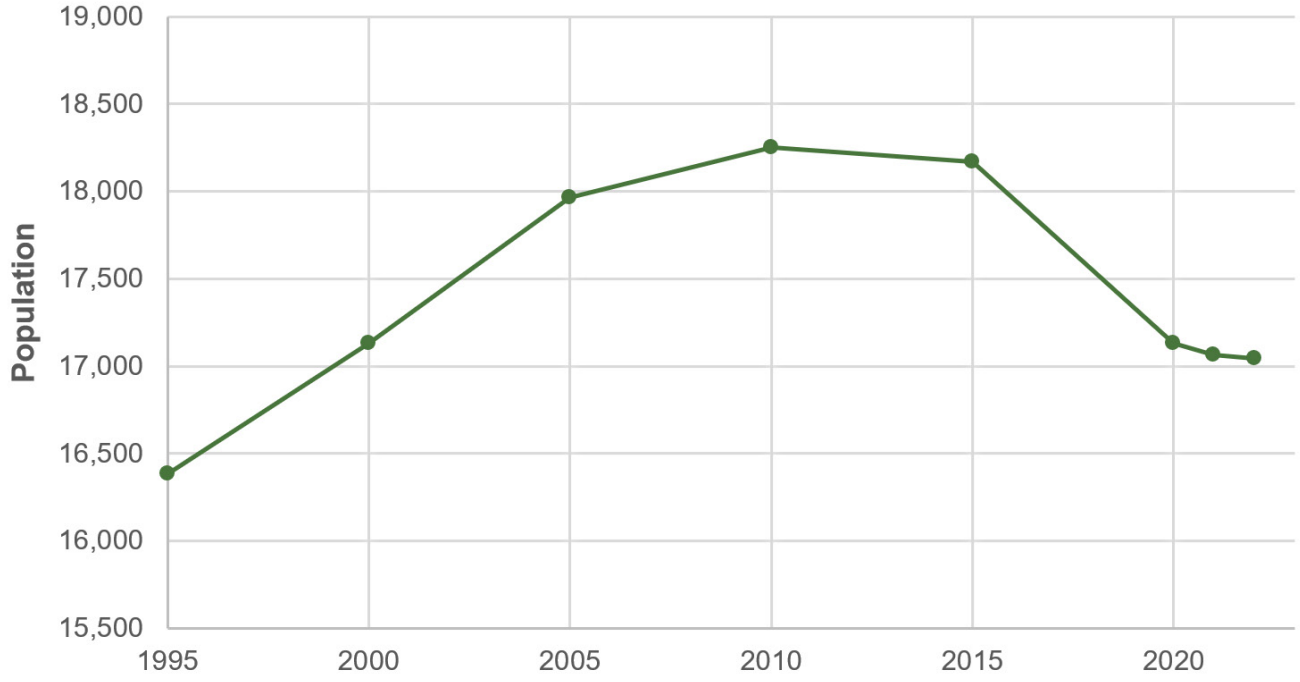
The total county population was estimated to be 17,045 in January 2022. Population has declined since 2010, by about 6.6 percent. The historic and current population for the County is shown in Table 1 and Figure 2.

TABLE 1: MARIPOSA COUNTY POPULATION

DATE	POPULATION
April 2010	18,251
January 2015	18,172
April 2020	17,131
January 2022	17,045

Source: April 2010 and 2020 estimates provided by the U.S. Census Bureau. January 2015 and 2022 estimates provided by California Department of Finance (DOF), Report E-4 Population Estimates for Cities, Counties, and the State, January 2023.

Figure 2: Mariposa County Population Trend



Source: State of California, Department of Finance, Report E-4, Historical Population Estimates for Cities, Counties, and the State, Sacramento, California, January 2023.

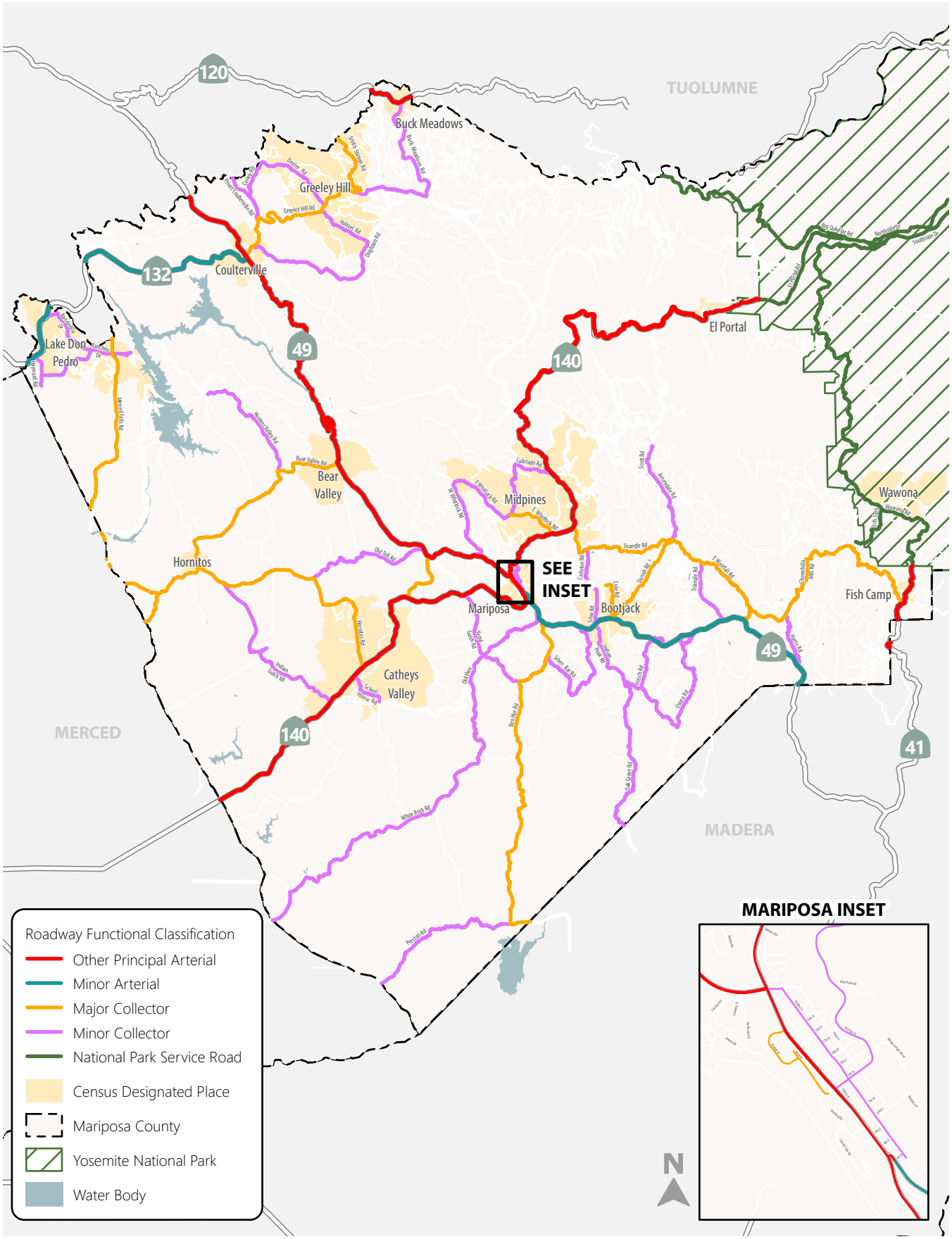
There are no incorporated cities in Mariposa County; however, there are three census-designated places (CDP) in the county (Figure 3), including Mariposa, the county seat. A CDP is a concentration of population identified by the U.S. Census Bureau for statistical purposes. CDPs are delineated for each decennial census as the statistical counterparts of incorporated places such as cities, towns, and villages. CDPs lack a separate municipal government, but otherwise physically resemble incorporated places. Table 2 shows the population for each CDP as estimated in the 2021 American Community Survey.

TABLE 2: CENSUS-DESIGNATED PLACES IN MARIPOSA COUNTY

CENSUS-DESIGNATED PLACE	2021 ESTIMATE
Mariposa	1,305
Bootjack	592
Yosemite Valley	1,210
Bear Valley	84
Bridgeport	424
Buck Meadows	0
Catheys Valley	783
El Portal	363
Fish Camp	0
Greeley Hill	945
Hornitos	69
Lake Don Pedro	1,419
Crane Creek	34
Coulterville	44
Midpines	295
Wawona	101
Yosemite West	35
Mt. Bullion	133

Source: US Census Bureau, ACS 2021 5-Year Estimates, Table S0101.

Figure 3: Population Centers and Roadway Networks



AGE OF POPULATION

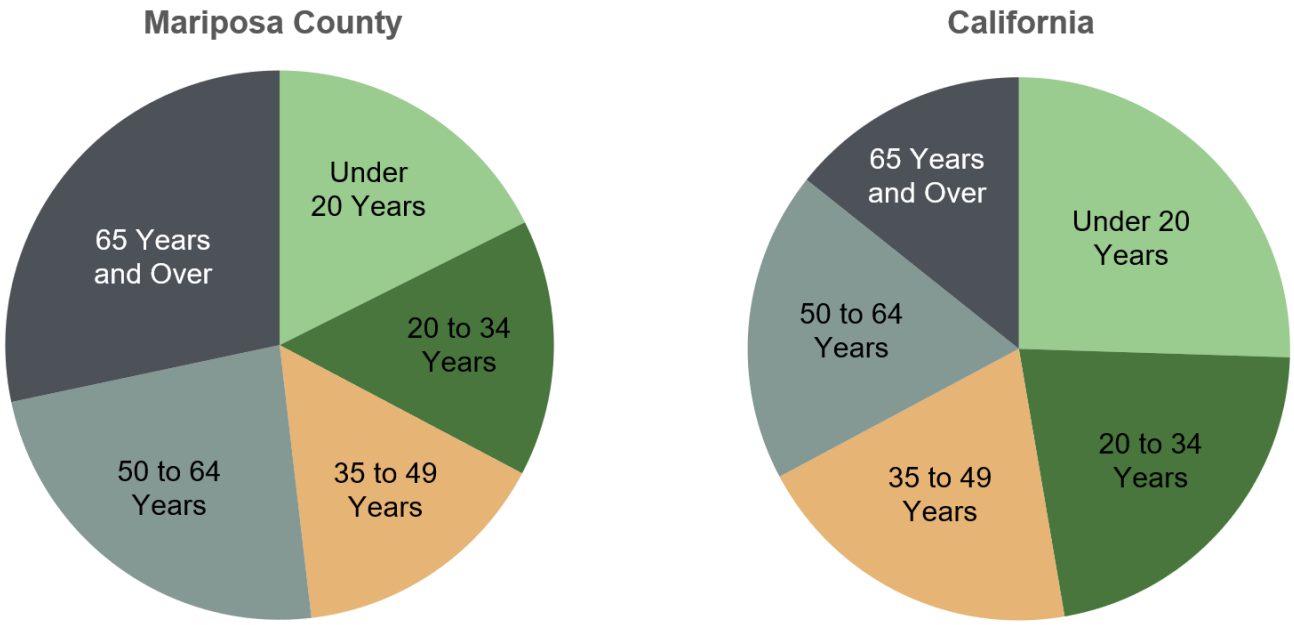
Based on 2021 American Community Survey (ACS) data, a greater share of Mariposa County's population is over age 50 when compared to California as a whole. This data is presented in Table 3 and Figure 4. The median age in Mariposa County was 51.6 years, compared to 37.0 years for California as a whole (ACS 5-Year Estimates, 2021). As a population ages, the demand for alternative transportation modes to driving typically increases in most locations as people either elect to stop or can no longer drive automobiles.

TABLE 3: 2021 POPULATION ESTIMATES BY AGE

AGE	MARIPOSA COUNTY		CALIFORNIA	
	Persons	Share	Persons	Share
Under 20 Years	3,051	17.6%	10,031,434	25.2%
20 to 34 Years	2,612	15.1%	8,568,471	21.8%
35 to 49 Years	2,644	15.4%	7,873,193	19.9%
50 to 64 Years	4,057	23.5%	7,312,376	18.5%
65 Years and Over	4,861	28.3%	5,669,879	14.3%
Total	17,225	100%	39,455,353	100%

Source: US Census Bureau, ACS 2021 5-Year Estimates, Table S0101.

Figure 4: Population by Age



Source: US Census Bureau, ACS 2021 5-Year Estimates, Table S0101.

POPULATION FORECASTS

As shown in Table 4 and Figure 5, the population of Mariposa County is projected to increase slowly over the horizon of this plan. As Mariposa County's population increases, additional demand will be placed on the existing transportation infrastructure. Therefore, the analysis contained in this RTP reviews the need for maintenance of existing facilities and the need for new facilities.

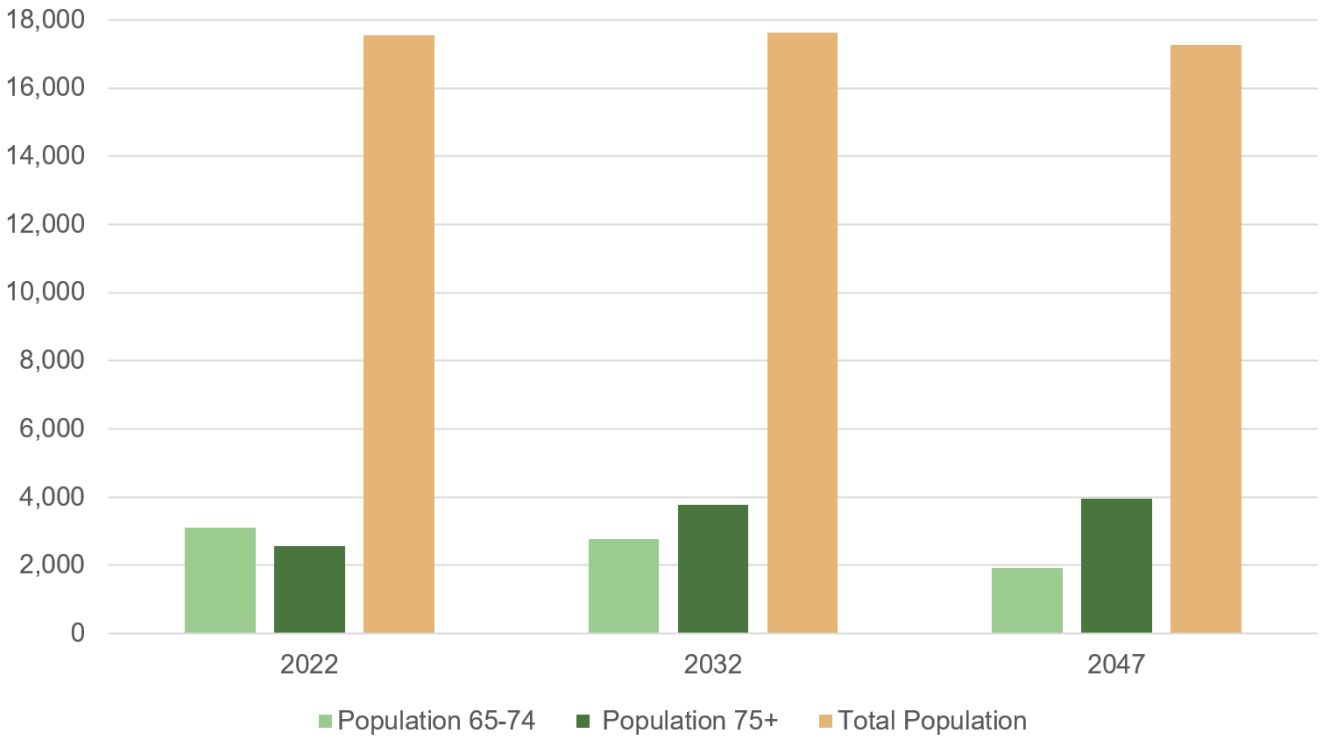
As the residents of Mariposa County age, their need for services is likely to increase. Between 2022 and 2047, the senior population (over age 65) is anticipated to grow by approximately 15 percent between 2022 and 2032, but decrease by 10 percent between 2032 and 2047. As persons age 65 and older are a major transit market, this suggests additional demand will be placed on fixed-route transit and paratransit services over the plan period and highlights the need to address the long-term expansion of transit operating revenues.

TABLE 4: MARIPOSA COUNTY POPULATION PROJECTIONS

YEAR	TOTAL POPULATION	POPULATION 65 YEARS AND OLDER	SHARE 65 YEARS AND OLDER
2022	17,556	5,669	32%
2032	17,634	6,540	37%
2047	17,252	5,886	34%

Source: California Department of Finance (DOF), Report E-4 Population Estimates for Cities, Counties, and the State, Sacramento, CA, May 2022, California Department of Finance (DOF), Report P-2 County Population Projection (2010-2060).

Figure 5: Mariposa County Projected Population



Source: California Department of Finance, Demographic Research Unit, 2022.

EMPLOYMENT

In 2021, 7,010 county residents 16 years of age and older were members of the labor force (Table 5). This number represents approximately 40 percent of all residents 16 years and older. This share is a decrease from 2018 when the labor force was 7,650.

TABLE 5: LABOR FORCE

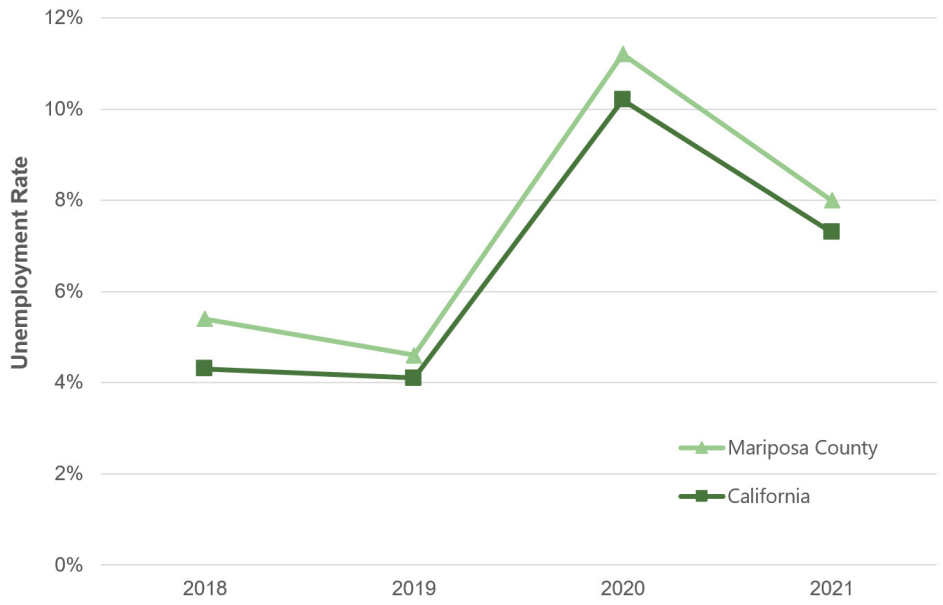
YEAR	MARIPOSA COUNTY				CALIFORNIA			
	LABOR FORCE	NUMBER EMPL.	NUMBER UNEMPL.	UNEMPL. RATE	LABOR FORCE	NUMBER EMPL.	NUMBER UNEMPL.	UNEMPL. RATE
2018	7,650	7,240	410	5.4%	19,289,500	18,468,100	821,400	4.3%
2019	7,630	7,280	350	4.6%	19,409,400	18,612,600	796,800	4.1%
2020	7,190	6,390	810	11.2%	18,931,100	16,996,700	1,934,500	10.2%
2021	7,010	6,460	560	8.0%	18,923,200	17,541,900	1,381,200	7.3%

Source: California Employment Development Department (EDD), 2022.

Mariposa County's annual average unemployment in 2021 was reported at 8.0 percent. This has worsened over 2018 when the County unemployment rate was 5.4 percent, potentially due to the COVID-19 pandemic and related economic forces. This trend is depicted in Figure 6.

The December 2022 unemployment rate for Mariposa County was 4.5 percent. Table 6 shows the December 2022 Benchmark Monthly Labor Force Data for Mariposa County and the Mariposa CDP.

Figure 6: Unemployment Rate



Source: California Employment Development Department (EDD), 2022.

TABLE 6: MONTHLY LABOR FORCE DATA, DECEMBER 2022

AREA	LABOR FORCE	EMPLOYMENT	UNEMPLOYMENT RATE
Total Mariposa County	6,660	6,360	4.5%
Mariposa CDP	420	410	2.4%

Source: State of California December 2022 Labor Market Benchmark. Data not seasonally adjusted.

JOB GROWTH

The job growth by industry between 2017 and 2022 is shown in Table 7. The county experienced a 7.7 percent overall decrease in wage and salary jobs. Private Service Providing declined by 13.2 percent and government by 5.0 percent; these industries account for nearly 95 percent of jobs in the county. Mining, Logging and Construction, and Farm have grown by 31.6 percent and 50 percent respectively, while Manufacturing has remained flat; these industries account for just 5 percent of jobs.

TABLE 7: MARIPOSA COUNTY JOB GROWTH BY INDUSTRY

INDUSTRY	2017	2022	CHANGE FROM 2017
Private Service Providing	3,020	2,620	-13.2%
Government	2,020	1,920	-5.0%
Mining, Logging, and Construction	190	250	31.6%
Manufacturing	90	90	0.0%
Farm	20	30	50.0%
Total, All Industries	5,330	4,920	-7.7%

Source: State of California December 2022 Labor Market Benchmark.

Princeton Quartz Mine Plant, 1853
Source: Wikimedia Commons

The largest employers in Mariposa County are listed in Table 8.

TABLE 8: LARGEST EMPLOYERS IN MARIPOSA COUNTY

EMPLOYER (EMPLOYEES)	JOB CATEGORY	CITY/COMMUNITY
Yosemite Concession Services (1,000 – 4,999)	Concessionaires	Yosemite National Park
National Park Service (1,000 – 4,999)	Government Services	Yosemite National Park
Forestry & Fire Protection (500 – 999)	Government Offices-State	Mariposa County
Mariposa County (250 – 499)	Government Offices-County	Mariposa County
Wawona Hotel (100 – 249)	Hotels / Motels	Yosemite National Park
John C. Freemont Health Care (100 – 249)	Hospitals	Mariposa
Ahwahnee Hotel (100 – 249)	Hotels / Motels	Yosemite National Park
California Association of Realtors (100 – 249)	Real Estate	Mariposa
Yosemite View Lodge (50 – 99)	Hotels / Motels	Yosemite National Park
Mariposa County Unified School District (100 – 249)	Education	Mariposa/Coulterville
NatureBridge (50 – 99)	Camps	Yosemite National Park
Sierra National Forrest (50 – 99)	Government Services	Mariposa
Triple D. Corporation (50 – 99)	Management Services	Mariposa
Mariposa Fairgrounds & Exposition Center (50 – 99)	Fairgrounds	Mariposa
Tavis Corporation (50 – 99)	Measuring/Controlling Devices NEC (mfrs)	Mariposa
Cedar Lodge Motel (50 – 99)	Hotels / Motels	El Portal

Sources: California Employment Development Department (EDD) 2022, National Park Service 2019.

According to the California Department of Conservation (2023), Mariposa County has four active mines, listed below:

- Colorado Quartz Mine (ID. 91-22-0004)
- Yosemite Slate Quarry (ID: 91-22-0007)
- Mt. Gaines (ID: 91-22-0008)
- Long Aggregates (ID: 91-22-0010)

EMPLOYMENT PROJECTIONS

Total employment projections for the Eastern Sierra-Mother Lode Region, which includes Alpine, Amador, Calaveras, Inyo, Mariposa, Mono, and Tuolumne counties, are described in the 2018-2028 Industry Employment Projections from the Employment Development Department and summarized in Table 9, in order of most employees belonging to each industry. Employment in the region is forecasted to increase 6.4 percent between 2018 and 2028. The fastest growing industry during this period is projected to be private education, health care, and social assistance (20.9 percent), followed by professional and business services (13.0 percent) and transportation, warehousing, and utilities (11.6 percent).

TABLE 9: EASTERN SIERRA-MOTHER LODE REGION EMPLOYMENT PROJECTIONS

INDUSTRY	GROWTH (2018 TO 2028)
Government	7.2%
Leisure and Hospitality	4.4%
Trade, Transportation, and Utilities	-2.4%
Retail Trade	-4.4%
Educational Services (Private), Health Care, and Social Assistance	20.9%
Self Employment	6.1%
Construction	7.7%
Professional and Business Services	13.0%
Manufacturing	5.2%
Other Services	3.0%
Financial Activities	3.1%
Transportation, Warehousing, and Utilities	11.6%
Total Farm	-7.6%
Information	-8.3%
Wholesale Trade	0.0%
Mining and Logging	-11.9%
Total, All Industries	**6.4%**

Source: 2018-2028 Industry Employment Projections, EDD Labor Market Information Division, April 2021.

INCOME

In 2021, the annual per capita income in Mariposa County was $31,871 (U.S. Census Bureau). The 2021 median household income was $53,304, compared to the state median of $84,097. Income for Mariposa County and California is shown in Table 10.

TABLE 10: MARIPOSA COUNTY HOUSEHOLD INCOMES

		MARIPOSA COUNTY	CALIFORNIA
Median Income		$53,304	$84,097
Mean Income		$70,052	$119,149
Households Receiving Social Security	Count	3,482	3,673,578
	Share	45.9%	27.8%

Sources: US Census Bureau, Selected Economic Characteristics 2017-2021. American Community Survey 5-Year Estimates.

A summary of households with income below the poverty line and households receiving food stamps is provided in Table 11.

TABLE 11: MARIPOSA COUNTY HOUSEHOLD INCOMES

AGE	MARIPOSA COUNTY		CALIFORNIA	
	Count	Share	Count	Share
People Below Poverty Line	17,343	14.0%	5,487,141	14.3%
Households Receiving Food Stamps	866	11.4%	1,259,489	9.5%
Households Receiving Supplemental Security Income	288	3.8%	788,556	6.0%
Households Receiving Cash Public Assistance	155	2.0%	480,154	3.6%
Total Households	**7,588**	**100%**	**13,217,586**	**100%**

Source: US Census Bureau, AUS Census Bureau, ACS 2021 5-Year Estimates, Selected Economic Characteristics.

COMMUTING

Table 12 and Figure 7 compare the commuting mode split for Mariposa County to California, based on the 2007-2011 and 2017-2021 American Community Survey 5-Year Estimates.

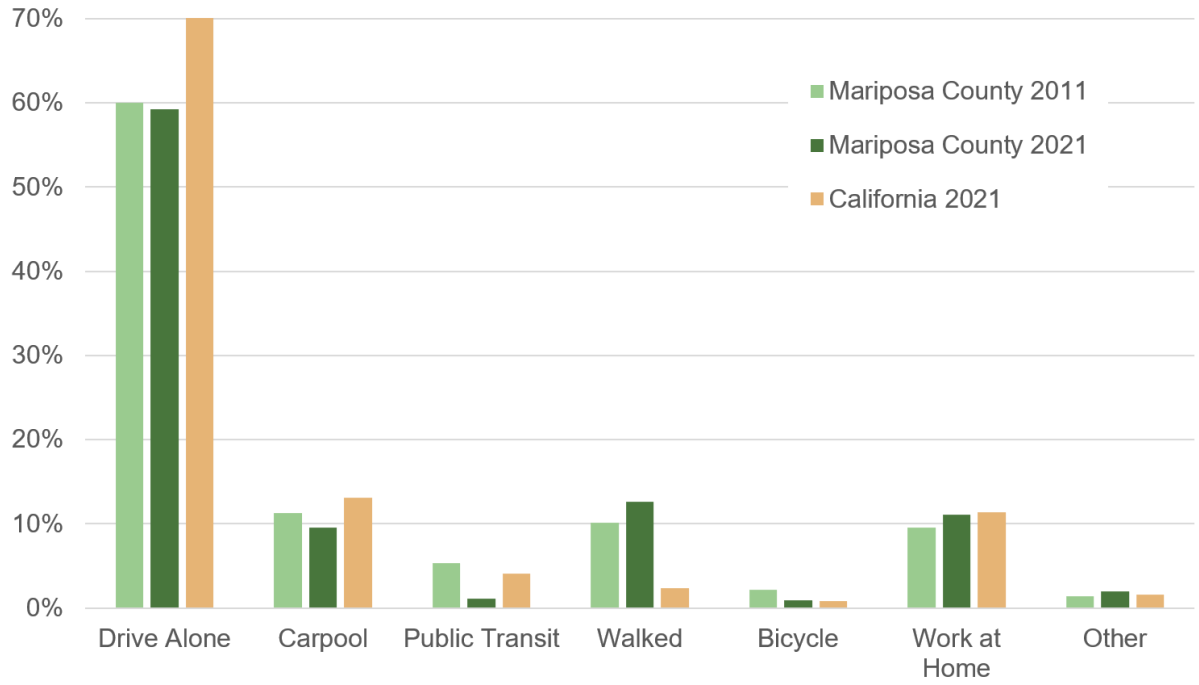
TABLE 12: COMMUTE TO WORK MODE SPLIT

MODE	MARIPOSA COUNTY 2011	MARIPOSA COUNTY 2021	CALIFORNIA 2021
Drive Alone	60.0%	59.2%	70.1%
Carpool	11.3%	13.1%	9.6%
Public Transportation	5.3%	1.1%	4.1%
Walked	10.1%	12.6%	2.4%
Bicycle	2.2%	0.9%	0.8%
Work at Home	9.6%	11.1%	11.4%
Other	1.4%	2.0%	1.6%

Source: U.S. Census Bureau, 2007-2011 and 2017-2021 ACS Estimates, Table S0801

As shown, most workers (72.4 percent) in Mariposa County commute to work by car (alone or in a carpool), which is less than the state as a whole. Since 2011, carpooling and taking public transit and biking to work have declined within the county, while walking to work and working at home has increased.

Figure 7: Commute to Work Transportation Mode Split



Source: U.S. Census Bureau, 2007-2011 and 2017-2021 ACS 5-Year Estimates.

Table 13 compares the 2021 commute times within the county to commute times within the state. The mean travel time to work in Mariposa County is the same as the state, roughly 29.5 minutes.

Place of work data from the 2021 American Community Survey 5-Year Estimate are shown in Table 14 for Mariposa County and for California. Approximately 20 percent of Mariposa County residents work outside the county, which is greater than the 16 percent of workers within California that work outside their county of residence.

The most recent data from the Department of Motor Vehicles (DMV) shows that Mariposa County had a total of 29,094 registered vehicles in 2021. Of this total, 1,077 (3.7 percent) were registered as motorcycles. Statewide, 2.4 percent of registered vehicles are motorcycles.

TABLE 13: TRAVEL TIME TO WORK

TRAVEL TIME	MARIPOSA COUNTY	CALIFORNIA
Less than 10 minutes	27.0%	9.3%
10 to 19 minutes	24.4%	27.0%
20 to 29 minutes	12.4%	20.4%
30 to 44 minutes	15.1%	22.2%
45 to 59 minutes	7.5%	8.8%
60 or more minutes	13.4%	12.3%

Source: U.S. Census Bureau, 2017-2021 American Community Survey, Table S0801.

TABLE 14: PLACE OF WORK

PLACE OF WORK	MARIPOSA COUNTY	CALIFORNIA
County of residence	79.9%	83.5%
Another California county	19.9%	16.0%
Outside state of residence	0.2%	0.4%

Source: U.S. Census Bureau, 2017-2021 American Community Survey, Table S0801.

Vehicles per household data from the 2021 American Community Survey 5-Year Estimate are shown in Table 15. Approximately 290 or 3.8 percent of Mariposa County households have no vehicles available, comparable to the 2.7 percent share reported in 2017.

TABLE 15: VEHICLES PER HOUSEHOLD

VEHICLES PER HOUSEHOLD	MARIPOSA COUNTY 2017	MARIPOSA COUNTY 2021	CALIFORNIA 2021
None	2.7%	3.8%	3.2%
1	12.5%	21.8%	18.0%
2	41.5%	32.2%	37.5%
3 or more	43.3%	42.2%	41.2%

Source: U.S. Census Bureau, 2013-2017 and 2017-2021 American Community Survey, Table S0801.

HOUSING

Housing in Mariposa County has decreased 6.1 percent over the last five years as shown in Table 16. As of 2022, there are 9,840 housing units in the county; approximately 76.2 percent of households are occupied. Total persons per household are reported at 2.24. The 2006 General Plan shows a total of 162,509 acres of vacant land; due to slow growth in the county, this number is not expected to have diminished significantly. Some of the vacant land has several building constraints in its topography and may not be suitable for building additional housing units. Sub-dividable land for the purposes of building structures is limited throughout the county. The National Park Service has noted that the lack of quality housing, coupled with long commute times, is affecting Yosemite National Park's ability to attract and retain employees. In-demand skilled employees such as utility systems operators, electricians, architects, and engineers are particularly difficult to attract and retain.

TABLE 16: MARIPOSA COUNTY HOUSING UNITS

YEAR	SINGLE FAMILY	MULTI-FAMILY	MOBILE HOMES	TOTAL HOUSING UNITS
2017	7,241	838	2,413	10,492
2022	6,798	777	2,266	9,840
Change	-6.1%	-7.3%	-6.1%	-6.2%

Source: State of California, Department of Finance, Report E-5, Table 2: Population and Housing Estimates, January 2017, January 2022; California Department of Finance Demographic Research Unit.

Creekside Terrace in Mariposa
Source: Sierra News Online

LAND USE

Mariposa County's diverse geography includes the eastern Central Valley, oak-covered foothills, and the high mountains of Yosemite National Park. Its natural beauty makes it a desirable place to live and visit. The General Plan land use element indicates there are three broad areas of land use that characterize the existing land use pattern in Mariposa County. In the eastern portion of the county, public lands that are oriented to recreation and resource uses dominate the land pattern. In the west, agricultural uses are primary. The remainder of the county to the north and south contain rural residential areas as well as smaller town and village communities that contain the majority of commercial and industrial uses and higher-density housing. The County has established policies concerning Williamson Act lands to help preserve farmland and open space. As of FY 2019-2020, there were 214,198 acres under Williamson Act contracts.[1]

PLANNING AREAS

The General Plan utilizes the land use classification "planning area." Planning areas are identified as towns, communities, and special planning areas. Planning areas are implemented by area plans adopted by the Board of Supervisors. "Area plans" are adopted to meet the needs of each town, community, or uniquely identified special area of the county. An adopted area plan establishes the extent of land uses for each land use classification in that planning area. Generally, area plans address residential, commercial, industrial, public, and other land use classifications. However, depending on the guiding principles of an area plan, not all classifications may be included. These plans are incorporated into Volume II of the General Plan.

Town planning areas represent the rural scale "urban" development centers for the county. Town planning areas are specifically designated as locations in the county where policy mandates a broad and comprehensive mixture of land uses and zoning. A mixture of housing types and styles for all economic segments of the county are disbursed throughout the town planning areas. The County has adopted town planning area specific plans for Mariposa, Coulterville, Fish Camp, and Wawona.

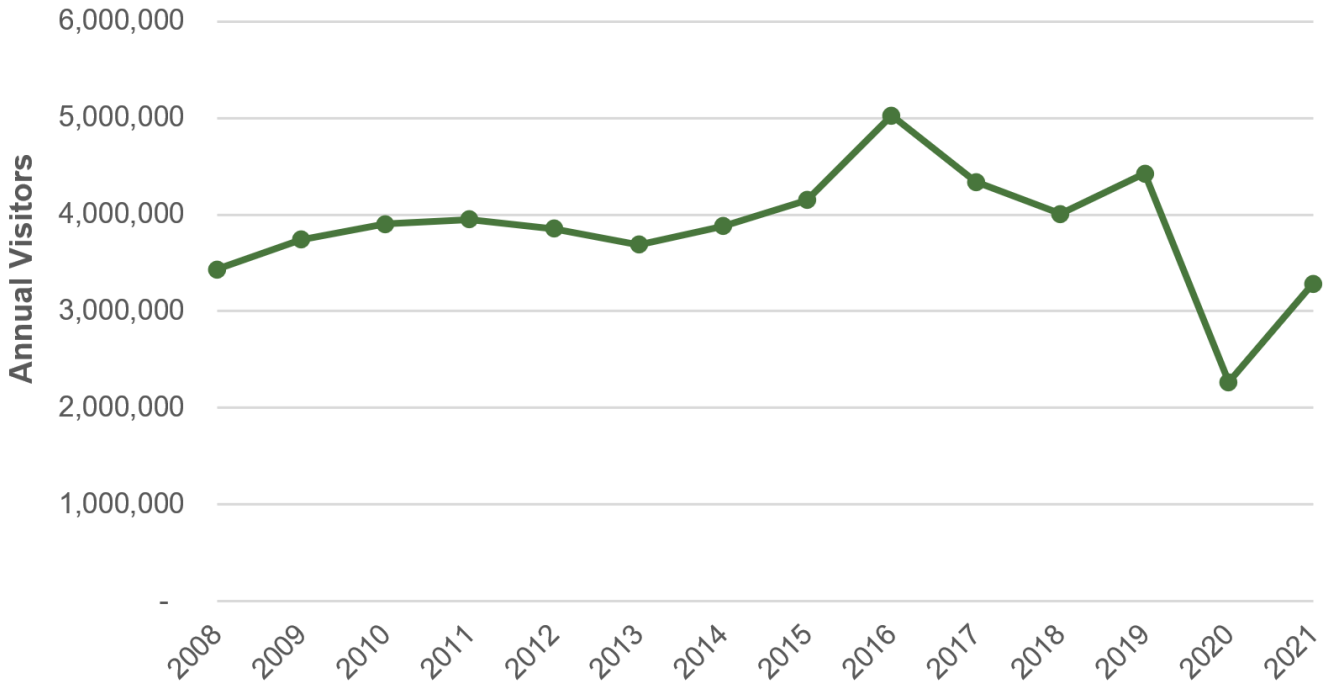
Community planning areas represent separate policy approaches. A planning area's character and values are generally based in the character of the General Plan land use classifications in which it is situated. At the policy level, area plans are developed specifically to reflect community values. The County has adopted a community plan for Catheys Valley.

1 Mariposa County 2019-2020 Williamson Act (LCA) Biennial Report Update, May 6, 2022.

TOURISM

State highways in Mariposa County carry a significant volume of tourist traffic. Yosemite National Park occupies approximately 57 percent of the total county land area of 931,200 acres (1,451 square miles). According to the Yosemite National Park District Year to Date Report (Yosemite National Park, December 2022), 23 percent of Yosemite National Park recreation visitors enter the park from the Arch Rock entrance on SR 140. These visitors drive through Mariposa County and many contribute to the local economy. As shown in Figure 8, visitors to Yosemite National Park, the largest driver of tourism in the county, have dropped in recent years after peaking in 2016.

Figure 8: Yosemite National Park Annual Visitors



Source: National Park Service Visitor Use Statistics, Yosemite National Park Annual Recreation Visits, 2021.

OTHER TRENDS POTENTIALLY IMPACTING TRANSPORTATION DEMAND

Other trends and factors may impact future transportation demand in Mariposa County:

- **Labor force participation**: A combination of the ongoing effects of the COVID-19 pandemic and an aging population may keep labor force participation below historic levels.
- **Telecommuting**: Even before the COVID-19 pandemic, census data showed an increasing share of workers working from home. The pandemic has escalated this trend. Ongoing improvements in broadband access are likely to also support this trend.
- **Online shopping**: Online shopping is already popular and may continue to increase with availability of services such as Amazon's next-day delivery on many items.
- **Driving age population**: A greater share of aging baby boomers is continuing to drive later in life than previous generations. The share of population of non-driving youth (age younger than 16 years) within the county has been decreasing or stagnant. Thus, the overall driving age population share may increase.
- **Non-auto mode options**: In recent years, the public has expressed increasing demand for biking, walking, and transit. This demand was also reflected during public input sessions for the RTP (discussed further in the Public Outreach section).
- **Real income growth**: Economic growth has been limited in Mariposa County since the recent recession. Many employers have reduced staffing, as shown in the labor force reductions over recent years. Though these decreases may slow, large increases are not expected.
- **Autonomous cars**: Availability of autonomous cars may increase the ease of driving, especially for senior drivers, and thus increase vehicle miles traveled (VMT).

Changes in the factors listed above as well as other factors will likely influence transportation demand and VMT in the future; gas prices, economic outlook, and other historical factors have varied greatly in the past, and technologies such as autonomous cars have no direct historical precedent. The likely outcome of any particular factor, and especially the combination of all factors, cannot be forecasted definitively.

POLICY ELEMENT

The purpose of the Policy Element is to set a policy framework by which the County's mobility needs are identified and met. The Regional Transportation Plan Policy Element identifies the transportation goals, objectives, performance measures, and policies to meet the needs of the region and reflects consideration of the region's environmental, social, and economic goals.

These goals, objectives, and policies are the foundation for long-term planning and the basis of the projects and actions in the Action Element of the RTP. Additionally, land use decisions and regional transportation policy are linked to each other and to the region's air quality.

The goals, objectives, and policies developed for this plan are the result of a public outreach process described below and in collaboration with the MCLTC.

Plans Reviewed

The Policy Element and the RTP have been developed to be consistent with other local, regional, and state plans and other policy documents. These plans and documents are summarized below.

State Plans

CALIFORNIA STATE TRANSPORTATION PLAN

The California Transportation Plan (CTP) 2050 was released in February 2021. The long-range plan includes goals, policies, strategies, and performance measures that provide a common framework for guiding transportation decisions and investments by all levels of government and the private sector.

The plan's vision is that "California's safe, resilient, and universally accessible transportation system supports vibrant communities, advances racial and economic justice, and improves public and environmental health." To make this vision a reality, eight priority goal areas were identified to guide state and regional transportation planning and decision-making in the years ahead: safety, climate, equity, accessibility, quality of life & public health, economy, environment, and infrastructure.

The CTP identifies recommendations which address the goals identified in the CTP 2050 vision:

- Expand access to safe and convenient active transportation options
- Improve transit, rail, and shared mobility options
- Expand access to jobs, good, services, and education
- Advance transportation equity
- Enhance transportation system resiliency
- Enhance transportation safety and security
- Improve goods movement systems and infrastructure
- Advance zero-emissions vehicle (ZEV) technology and supportive infrastructure
- Manage the adoption of connected and autonomous vehicles
- Price roadways to improve the efficiency of auto travel
- Encourage efficient land use
- Expand protection of natural resources and ecosystems
- Strategically invest in state of good repair improvements
- Seek sustainable, long-term transportation funding mechanisms.

CALIFORNIA CLIMATE ACTION PLAN FOR TRANSPORTATION INFRASTRUCTURE

The Climate Action Plan for Transportation Infrastructure (CAPTI) was adopted in July 2021. The plan provides a framework and statement of intent for aligning state transportation infrastructure investments with state climate, health, and social equity goals, built on the foundation of the "fix-it-first" approach established in SB 1. The CAPTI builds on executive orders signed by Governor Gavin Newsom in 2019 and 2020, targeted at reducing greenhouse gas emissions in transportation to reach the state's climate goals. The California State Transportation Agency (CalSTA) developed the CAPTI through collaboration with state agencies and outreach with hundreds of stakeholders.
The strategies within the CAPTI are as follows:

- Cultivate and Accelerate Sustainable Transportation Innovation by Leading with State Investments
- Support a Robust Economic Recovery by Revitalizing Transit, Supporting ZEV Deployment, and Expanding Active Transportation Investments
- Elevate Community Voices in How We Plan and Fund Transportation Projects
- Advance State Transportation Leadership on Climate and Equity through Improved Planning & Project Partnerships
- Support Climate Resilience through Transportation System Improvements and Protections for Natural and Working Lands
- Support Local and Regional Innovation to Advance Sustainable Mobility
- Strengthen Transportation-Land Use Connections
- Monitor Implementation and Report Progress

CALIFORNIA STRATEGIC HIGHWAY SAFETY PLAN AND IMPLEMENTATION PLAN

The California Strategic Highway Safety Plan (SHSP) was updated in March 2021. The SHSP is a statewide, coordinated traffic safety plan that provides a comprehensive framework for reducing roadway fatalities and serious injuries on the state's public roads. It was updated using the latest crash data and input from outreach events, with a focus on strategies with the greatest potential to reduce fatalities, serious injuries, and overall crashes. The mission of the 2020–2024 SHSP is to ensure safety for all modes of travel on California's public roads, with a goal of moving towards zero fatalities and serious injuries.

As a follow-up to the SHSP, the SHSP Implementation Plan was concurrently released in March 2021. The Implementation Plan identifies specific actions to implement the strategies based on the framework of the SHSP document. These include actions for the plan's steering committee and identified challenge areas (e.g., lane departures, speed management, active transportation, intersections, etc.). To monitor progress, crash data will be reviewed, and the implementation plan will be updated annually.

CALIFORNIA INTERREGIONAL TRANSPORTATION STRATEGIC PLAN

The California Interregional Transportation Strategic Plan (ITSP) was updated in October 2021. The ITSP focuses on interregional travel, defined as: "Long distance trips that facilitate the movement of people and goods between two or more regions." The ITSP provides an interregional travel policy framework to guide Caltrans and partner agencies of California's eight regions in the development of comprehensive, multimodal corridor plans which lead to project identification as part of the Interregional Transportation Improvement Program (ITIP). Programs, districts, and partner agencies should use the policies and strategies in the ITSP when assessing the interregional transportation system and identifying improvements.

CALIFORNIA BICYCLE AND PEDESTRIAN PLAN

Toward an Active California, the State Bicycle and Pedestrian Plan, was released in May 2017. It was the first statewide plan for active transportation modes, created by a culmination of discussions and analysis by Caltrans management, local and regional agencies, state agency partners, advocacy organizations, and other stakeholders. The vision statement of the plan is "By 2040, people in California of all ages, abilities, and incomes can safely, conveniently, and comfortably walk and bicycle for their transportation needs." The plan determined four objectives, fifteen strategies, and sixty actions specific to active transportation. The four objectives are:

- **Safety**: Reduce the number, rate, and severity of bicycle- and pedestrian-involved collisions
- **Mobility**: Increase walking and bicycling in California
- **Preservation**: Maintain a high quality active transportation system
- **Social Equity**: Invest resources in communities that are most dependent on active transportation and transit

CALIFORNIA STATE RAIL PLAN

The draft California State Rail Plan was released in March 2023. The plan envisions "California will have a customer-focused, fully integrated rail system serving as a preferred mode of choice for both passengers and shippers. The rail system will enhance economic growth, improve quality of life, advance equity of the State's most vulnerable and impacted communities, while being a force in meeting California's ambitious climate goals." The plan lays out a strategy for investments and steps that support this vision for a cohesive statewide rail system. Near-term implementation in the plan includes:

- Integrating ticketing and fare coordination across statewide network
- Integrating state rail and intercity bus systems to run on a consistent schedule
- Increasing service between Merced and Sacramento
- New Service along the California High-Speed Rail Initial Operating Segment

CALIFORNIA FREIGHT MOBILITY PLAN

The California Freight Mobility Plan (CFMP) was updated in March 2020. The 2020 CFMP was developed by Caltrans to govern the near-term and long-range freight planning activities and capital investments by the state. This multimodal freight transportation system facilitates the reliable and efficient movement of goods while ensuring a prosperous economy, social equity, human wellbeing, and environmental health. The CFMP also complies with the freight provisions of the federal Fixing America's Surface Transportation (FAST) Act, which requires that each state receives funding under the National Highway Freight Program to develop a State Freight Plan.

Through an outreach and engagement process, and building on the previous plan, the CFMP 2020 created seven goals:

- Multimodal Mobility
- Economic Prosperity
- Environmental Stewardship
- Healthy Communities
- Safety & Resiliency
- Asset Management
- Connectivity & Accessibility

CALIFORNIA SUSTAINABLE FREIGHT ACTION PLAN

The California Sustainable Freight Action Plan was released in July 2016 per an Executive Order from Governor Jerry Brown. It was based on collaboration among the California State Transportation Agency, California Environmental Protection Agency, Natural Resources Agency, California Air Resources Board, California Department of Transportation, California Energy Commission, and Governor's Office of Business and Economic Development. The Action Plan summarizes current policy drivers and establishes the vision and guiding principles intended to integrate investments, policies, and programs across State agencies to improve safety and reduce pollution in California's freight transport system. Two measurable targets established by Executive Order that help the State agencies

evaluate and adapt implementation of the Action Plan over time are as follows:

- Improve freight system efficiency 25 percent by increasing the value of goods and services produced from the freight sector, relative to the amount of carbon that it produces by 2030.
- Deploy over 100,000 freight vehicles and equipment capable of zero emission operation and maximize near-zero emission freight vehicles and equipment powered by renewable energy by 2030.

CALIFORNIA STATEWIDE TRUCK PARKING STUDY

The California Statewide Truck Parking Study was released in February 2022. The plan identifies the current truck parking supply in the State and outlines the truck parking need based on safety, demand, and stakeholder input. The plan offers strategies to provide safe places for truck drivers to ensure the safe, efficient movement of goods and reflect local requirements, concerns, and goals.

CALIFORNIA STATE WILDLIFE ACTION PLAN

The California State Wildlife Action Plan was last updated in 2015. The plan examines the health of wildlife in the state and prescribes actions to conserve wildlife and habitat. The plan promotes wildlife conservation while addressing the needs of a growing human population through three goals:

- Maintain and increase ecosystem and native species distributions in California, while sustaining and enhancing species abundance and richness.
- Maintain and improve ecological conditions vital for sustaining ecosystems in California.
- Maintain and improve ecosystem functions and processes vital for sustaining ecosystems in California.

CALIFORNIA STATE HIGHWAY TRANSPORTATION CONCEPT REPORTS

Caltrans prepares a Transportation Concept Report (TCR) or Corridor System Management Plan (CSMP) for each of its facilities. A TCR is a long-term planning document that each Caltrans district prepares for every state highway or portion thereof in its jurisdiction. The TCR usually represents the first step in the Caltrans long-range corridor planning process. The purpose of a TCR is to determine how a highway will be developed and managed so that it delivers the targeted level of service (LOS) and quality of operations that are feasible to attain over a 20-year period. In addition to the 20-year route concept level, the TCR includes an “ultimate concept,” which is the goal for the route beyond its 20-year planning horizon.

STATE ROUTE (SR) 49 TRANSPORTATION CONCEPT REPORT

The 2013 TCR for SR 49 shows a concept LOS of C in rural areas and D in urban areas. Although the TCR classifies the entire length of SR 49 in the county as rural, the segment through the community of Mariposa coincident with SR 140 serves as a main street in a town center. The TCR anticipates six of 10 segments within Mariposa County analyzed (segments 1-5 and 7) will be deficient by 2030 and may require upgrades to a four-lane expressway. However, these are not currently planned or programmed projects.

STATE ROUTE 140 TRANSPORTATION CONCEPT REPORT

The 2016 TCR for SR 140 shows a concept LOS of C in rural areas and D in urban areas. Although the TCR classifies the entire length of SR 140 in the county as rural, the segment through the community of Mariposa coincident with SR 49 serves as a main street in a town center. All segments currently operate acceptably except for the segment through the community of Mariposa. The TCR indicates that the conceptual solution for the segment is realignment and changing the concept facility type from Conventional to Expressway. However, this is not currently a planned or programmed project.

STATE ROUTE 41 TRANSPORTATION CONCEPT REPORT

The 2017 TCR for SR 41 states that Caltrans endeavors to maintain a target LOS at the transition between C and D on State highway facilities, or whichever LOS is feasible to maintain. The corridor within Mariposa County currently operates at LOS C and is anticipated to operate at LOS D by 2040. No planned or programmed projects are listed in the TCR at this time.

STATE ROUTE 120 TRANSPORTATION CONCEPT REPORT

The 2011 TCR for SR 120 has a concept LOS of C; however, within Mariposa County, the current facility is rated at LOS D. Caltrans is placing special emphasis on identifying lower cost improvements such as left-turn lanes and channelization as appropriate in lieu of recommending an expressway. However, if average daily traffic (ADT) increases, a four-lane expressway may ultimately be necessary.

STATE ROUTE 132 TRANSPORTATION CONCEPT REPORT

The 2014 TCR shows SR 132 as a two-lane conventional facility with LOS C in Mariposa County. The 2030 concept LOS is LOS D. No planned or programmed projects are listed in the TCR at this time.

CALTRANS DISTRICT 10 SYSTEM MANAGEMENT PLAN

The Caltrans District 10 System Management Plan (SMP) was released in June 2015. Its goals emulate the previous version of the California Transportation Plan 2040:

- Safety & Health
- Stewardship & Efficiency
- Sustainability, Livability, and Economy
- System Performance
- Organizational Excellence

The SMP catalogs all the projects that District 10 identified as efforts needing development to improve or maintain the existing transportation corridors in the district that are currently unfunded or underfunded. The plan recommends several improvements on state highways in Mariposa County to improve operations. These improvements include passing lanes, turn lanes, intersection improvements, and other projects.

CALTRANS DISTRICT 10 ACTIVE TRANSPORTATION PLAN

The Caltrans District 10 Active Transportation Plan was released in June 2021. The plan implements the vision statement and goals in the statewide bicycle and pedestrian plan, Toward an Active California. The plan identifies needs for bicycle and pedestrian improvements on, across, and near state highways by using criteria from Toward an Active California, along with community-identified and location-based needs. State Highway System prioritization was conducted by weighting the goals of safety, mobility, equity, and preservation and sorted into three tiers based on their relative intensity of need. Results of the prioritization showed all roadway segments within Mariposa County were Tier 3, the lowest tier of need.

Mariposa County Plans

MARIPOSA COUNTY GENERAL PLAN & STRATEGIC IMPLEMENTATION WORK PLAN

The General Plan was adopted in 2006, with the most recent update in 2017. Relevant goals and policies from the Circulation Element of the Plan include the following:

- **Goal 9-1**: All development shall have safe and adequate access.

  Policy 9-1a: Level of Service (LOS) shall be used as a measure of capacity for major collector and arterial roads.

  Implementation Measure 9-1a(1): A publicly maintained road with an LOS of "A" through "D" shall be deemed to have adequate capacity to serve the needs of the road systems
- **Goal 9-2**: Maintain an effective transit system.
- **Goal 9-3**: Create a bicycle, pedestrian, and equestrian system for recreation and transportation use.
- **Goal 9-4**: Maximize the Yosemite-Mariposa Airport as an economic asset.

  Policy 9-4a: Improve and expand the airport.
- **Goal 9-9**: Maintain quality emergency service delivery

The Mariposa County General Plan Strategic Implementation Work Plan, released in February 2018, helps to prioritize and guide implementation of the County's General Plan. The 2006 General Plan included an implementation checklist with nearly 200 implementation measures which needed to be updated based on new county initiatives and priorities, as well as changes in state law and emerging planning issues. The Work Plan presents specific tasks in priority order over the course of a five-year time frame beginning in 2017.

MARIPOSA COUNTY REGIONAL TRANSPORTATION PLAN

The last update to the Mariposa County Regional Transportation Plan (RTP) occurred in 2017. The RTP documents the transportation policy, actions, and funding recommendations needed to meet the short- and long-term access and mobility needs of Mariposa County residents from 2017 to 2042. Designed to guide the systematic development of a multimodal transportation system for Mariposa County, the 2017 update of the Mariposa County RTP reflects the latest project funding and planning assumptions, updates regional issues and policies, and updates performance measures. The Mariposa County RTP supports the California Transportation Plan 2040 vision of a sustainable transportation system that encourages economic vitality, protects natural resources, promotes the health and well-being of all Californians, and meets people's needs equitably.

MARIPOSA COUNTY STRATEGIC PLAN

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

Initiatives in the plan relevant to the RTP include:

- Improve accessibility to the hospital from Highways 49 & 140
- Increase the availability and promotion of transit and ride share services
- Increase the number and mileage of publicly accessible trails
- Improve the safety of pedestrians by adding sidewalks and crosswalks
- Improve road quality
- Develop a plan for a conveyance from Lake McClure
- Complete a Capital Improvement Plan (CIP)
- Install electric vehicle charging stations
- Work with partners in private industry to expand access to cellular service and business-speed broadband countywide

MARIPOSA COUNTY ECONOMIC VITALITY STRATEGY FRAMEWORK

The Mariposa County Economic Vitality Strategy Framework was released in April 2017. The framework identifies strategies, programs, and projects to improve the economy, particularly to expand it beyond its concentration on seasonal tourism. Portions of the plan relevant to the RTP include the following:

- **Action 1.4.2**: Develop and expand Tourism Infrastructure to capture and support growth in tourism, making it easy and convenient for visitors to find destinations and get around by car, foot, and bicycle.

  Actions Steps:

  - » Develop a Transportation Hub at the intersection of Highways 49 and 140 in the town of Mariposa that includes YARTS, bus and car parking, the Visitor Center, a tour operator, a car rental agency, and related uses. At the very least, encourage YARTS to pick up from the existing Visitor Center.
  - » Install electric vehicle charging stations in key locations throughout Mariposa County. Investigate Tesla's program to provide and install free electric wall chargers at motels, restaurants, and shopping centers in downtown Mariposa and Coulterville.
  - » Build a strategically located public parking structure in downtown Mariposa to accommodate both local customers and visitors.
  - » Develop a way finding signage program to welcome visitors at the north, south, and west entrances to the County and the town of Mariposa.
- **Action 5.1.1**: Extend and complete the Mariposa Creek Parkway trail system for walking and biking from the existing segment to the cemetery near Joe Howard Street and the Highway 49/140 intersection on the north side of Mariposa to the fairgrounds on the south with connections to the Stockton Creek trail preserve and into downtown Mariposa.
- **Action 5.1.3**: Improve resident and tourist mobility through road/pathway connectivity by forming complete pedestrian, hiking, and bikeway systems that connect bike/hiking trails to town centers and places of interest with a way finding system to help guide visitors to points of interest.

MARIPOSA COUNTY INTEGRATED HOUSING AND MOBILITY STRATEGY

The Mariposa County Integrated Housing and Mobility Strategy outlines a plan for creating transit-oriented housing developments in Mariposa communities to serve the needs of Yosemite National Park employees while maintaining the quality of life and creating benefits for all in Mariposa County

MARIPOSA COUNTY LOCAL ROAD SAFETY PLAN

The Mariposa County Local Road Safety Plan (LRSP) is in the process of being created, with an expected completion in 2023. The goal of the LRSP is to understand and increase transportation safety in the county, with a goal of ultimately reducing severe injury and fatal collisions. It will form the basis for competing for Highway Safety Improvement Program (HSIP) funding by streamlining and optimizing the application processes.

MARIPOSA COUNTY BICYCLE & PEDESTRIAN TRANSPORTATION PLAN

The Mariposa County Bicycle and Pedestrian Transportation Plan (BPTP) was released in 2011. The BPTP establishes goals, policies, implementation actions, and priorities for the development of bicycle and pedestrian infrastructure, policies, programs, and development standards. The ultimate goal of the BPTP is to increase the number of persons who bicycle or walk in Mariposa County for both utilitarian and recreational purposes by developing and maintaining an interconnected system of bicycle and pedestrian facilities. The BPTP was developed through the Mariposa County Local Transportation Commission and public participation efforts. The plan proposes bicycle and pedestrian projects and programs, including cost estimates for proposed projects and

guidance for next steps. An update to the plan is scheduled to begin in fiscal year (FY) 22/23 and to be completed by FY 23/24.

MARIPOSA COUNTY AND REGIONAL PUBLIC TRANSPORTATION PLANS

Public transportation agencies in rural communities commonly serve various counties, and thus multiple plans and policies related to public transportation apply to Mariposa County.

MARIPOSA COUNTY COORDINATED PUBLIC TRANSIT – HUMAN SERVICES TRANSPORTATION PLAN

The Mariposa County Coordinated Public Transit – Human Services Transportation Plan was released in October 2008. Federal planning requirements specify that designated recipients of certain funds administered by the Federal Transit Administration (FTA) must certify that federally funded projects are derived from a coordinated plan. The plan focuses on identifying needs specific to individuals with disabilities, older adults, and people with limited incomes. It contains needs assessment, strategies, and solutions to address service gaps and unmet transportation needs, implementation plan for the most highly ranked strategies.

MARIPOSA COUNTY SHORT RANGE TRANSIT PLAN

The updated Mariposa County Short Range Transit Plan was released in November 2021. The plan includes a demographic profile of the county, a summary of existing transit services offered, interviews with transit staff and stakeholders, and a review of peer transit agency services. A capital and financial plan covering the operating and capital needs of Mariposa County Transit for a six-year projection period is included, and the plan concludes with preliminary recommendations for Mari-Go, Mariposa Circulator, and other long-term fixed routes.

Proposed Mariposa Circulator changes would consist of implementation and operation of a “community circulator” – fixed-route service in town that can deviate to specific destinations on demand.

Proposed Mari-Go service would follow this weekly schedule:

- Monday: Service in north County – Coulterville and Greeley Hill to Sonora, and service from Hornitos, Bear Valley, and Cathey’s Valley to Mariposa.
- Tuesday and Wednesday: Service in the SR 49 south corridor, from the Madera County border to Mariposa with deviations to Ponderosa Basin, Elliott Corner, and Bootjack.
- Thursday: On-demand Mariposa local in-town circulation service from any point within 3 miles of town, and new service to Oakhurst with two roundtrips between Mariposa and Oakhurst with designated stops along SR 49.
- Friday: Service from Midpines to Mariposa and Mariposa local in-town circulation service.

YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM (YARTS) SHORT RANGE TRANSIT PLAN

YARTS released a draft Short Range Transit Plan update in December 2018. The draft plan recommendations include the following:

- Adding a daily round-trip on SR 140 in summer to provide better Amtrak connectivity and to allow later departures from Yosemite Valley
- Service to Mariposa Fairgrounds twice a day in summer, to allow campers at the fairgrounds to take the bus to the Yosemite National Park
- Adding a shuttle between Mariposa and Oakhurst during the summer if local funding is provided
- Adding a new shelter to the stop in midtown Mariposa

YARTS has also conducted more recent strategic planning in 2022, involving the creation of a capital improvement plan. YARTS staff indicated that despite limited funds, their main priority is capital replacement and increased system sustainability during this uncertain pandemic era.

MARIPOSA COUNTY LOCAL TRANSPORTATION COMMISSION PUBLIC PARTICIPATION PLAN

The Mariposa County LTC Public Participation Plan was released in June 2010. The plan recognizes the importance of public participation and interagency participation in developing a transportation program that effectively meets the needs of the county and its communities. This plan provides a directive for the public participation activities of Mariposa County LTC, particularly as they pertain to the agency's primary responsibilities, including the development and implementation of the RTP. The key goals of the public participation plan are as follows:

- **Goal 1**: Provide all interested parties and agencies reasonable opportunities for involvement in the transportation planning process.
- **Goal 2**: Increase public awareness and understanding of the transportation planning process in Mariposa County.
- **Goal 3**: Ensure accessibility to the transportation planning process and information for all members of the community.
- **Goal 4**: Maintain contact with interested individuals and agencies throughout the process of developing plans and projects.
- **Goal 5**: Increase opportunities for those traditionally under-served, including the elderly, low income, disabled, and minority households, to participate in the transportation planning process.
- **Goal 6**: Consider public input and comments as an integral part of the Mariposa County Local Transportation Commission's decision making process.
- **Goal 7**: Consult with tribal governments within Mariposa County and provide opportunities for tribal government input into the transportation planning process.

The plan also summarizes the most common public participation tools and establishes public participation performance measures in support of the above goals.

MARIPOSA COUNTY AIRPORT PLANS

The current Mariposa-Yosemite Airport Comprehensive Land Use Plan and Airport Master Plan were both completed in 1995 and do not reflect significant changes since that time. An update to the current Mariposa-Yosemite Airport Land Use Plan has been recommended by the Mariposa County Public Works Department and the County Counsel in accordance with Section 500 of the FAA/AIP guide.

MARIPOSA COUNTY ROAD POLICIES, PLANS, AND STANDARDS

MARIPOSA COUNTY ROAD IMPROVEMENT STANDARDS

The Mariposa County Road Improvement Standards were released in October 1999, with the latest update in May 2007. The standards guide and govern all engineering that plans, constructs, modifies, or extends the sewage system, storm water drainage system, domestic water distribution system, roads and streets, and erosion. The road design section considers geometrics, grades, right-of-way, and other notable factors.

MARIPOSA COUNTY ROAD IMPROVEMENT AND CIRCULATION POLICY

Originally adopted in 1988, the Road Improvement and Circulation Policy was last amended in 2007. The intent of the policy is to establish minimum standards to provide the county with a better circulation system. The policy contains instructions for the selection of roadway standard sections based upon potential traffic volume, proposed uses, land use density, and previous classifications The policy also details the design standards for each roadway classification, as well as for standards for other circumstances such as at intersections, dead-end roads, and limited access roads. Trails, paths, sidewalks, and bikeways are also considered in the policy.

MARIPOSA COUNTY TRANSPORTATION PLANNING OVERALL WORK PROGRAM

The Transportation Planning Overall Work Program (OWP) is a budget for one fiscal year. The current OWP is for the period July 1, 2022, to June 30, 2023. Together with the Master Fund Transfer Agreement and the Overall Work Program Agreement, the OWP constitutes the annual funding contract between the State of California and the Mariposa County Local Transportation Commission for Rural Planning Assistance (RPA) funds. The main products of the 2022-2023 Work Program will be completion of Phase II of the Regional Transportation Plan 2023-24 Update and completion of Phase I of the Bicycle & Pedestrian Transportation Plan 2024.

MARIPOSA COUNTY REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM

The Mariposa County Regional Transportation Improvement Program (RTIP) was released in December 2021 and developed by the Mariposa County Local Transportation Commission (LTC) in partnership with Caltrans District 10. The RTIP is a program of highway, local road, transit, and active transportation projects that a region plans to fund with state and federal revenue programmed by the California Transportation Commission. The projects within the RTIP are a subset of the projects listed in the RTP.

New programming included in the RTIP is as follows:

- Indian Peak Road rehabilitation
- Merced Falls Road rehabilitation amendment
- Harris Road Bridge replacement
- Indian Peak Bridge replacement
- Old Toll Road rehabilitation
- Joe Howard sidewalk improvements
- E. Whitlock Road rehabilitation

MARIPOSA COUNTY PAVEMENT MANAGEMENT UPDATE

The Mariposa County Pavement Management Update Report was released in November 2021.The purpose of the report is to educate policy makers about the current condition of the pavement network and the impact of various funding scenarios on future network conditions. The report reveals that overall, the county's pavement network is currently in "Fair" condition with an average pavement condition index (PCI) of 51. Approximately 26% of the network is in "Good" condition and 44% is in "Poor" or "Failed" condition. A budget needs analysis indicated that the County needs to spend approximately $162 million over the next ten years to bring the road network to a condition that can be maintained with ongoing preventive maintenance in the most cost-effective way.

MARIPOSA CREEK PARKWAY MASTER PLAN

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

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

MARIPOSA CREEK PARKWAY PHASE III CONCEPTUAL PLAN & PHASE I AND II ENHANCEMENT PROGRAM

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

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

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

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

Yosemite National Park Plans

NATIONAL LONG RANGE TRANSPORTATION PLAN

The National Park Service (NPS) Long Range Transportation Plan was released in July 2017. The plan sets a performance-based 20-year vision for providing access to National Parks, and establishes corresponding goals, objectives, and performance measures:

- **Asset Management**: Sustainably manage NPS transportation assets and services
- **Transportation Finance**: Allocate available transportation funding wisely
- **Resource Protection**: Protect and preserve natural and cultural resources
- **Visitor Experience**: Maintain and enhance the quality of visitor experiences
- **Safety**: Provide a safe transportation system for all users

The plan provides a prioritized investment strategy for using existing transportation funding to ensure the most important transportation assets remain in good condition. The plan does not explicitly reference Yosemite National Park or transportation planning efforts relevant to Mariposa County.

MERCED RIVER PLAN

The Merced Wild and Scenic River Final Comprehensive Management Plan was released in February 2014. The purpose and need for the plan are to “preserve the Merced River in free-flowing condition and to protect the river’s water quality and outstanding values for the benefit of present and future generations.” The preferred alternative proposes to accommodate peak visitation at a level similar to recent years, approximately 20,100 people per day in East Yosemite Valley within Mariposa County. The plan includes improvements in circulation, parking availability, and traffic flow, with the primary day-use parking area fully integrated with pathways to visitor services, restrooms, and food service. Expanded camping opportunities in East Yosemite Valley are also part of the plan.

Mariposa County Planning Department staff indicated that a long-term plan in this corridor is a trail along the river into Merced County. Within Mariposa County, the trail is intended to be purely recreational.

Climate Change, Greenhouse Gas Emissions, And Vehicle Miles Traveled

In 2006, the California State Legislature adopted Assembly Bill (AB) 32 known as the California Global Warming Solutions Act (Section 38560.5 of the Health and Safety Code). AB 32 establishes a cap on statewide GHG emissions and sets forth the regulatory framework to achieve the corresponding reduction in statewide emissions levels, with a goal of lowering statewide GHG emissions to 1990 levels by 2020. Additionally, California Senate Bill (SB) 32, signed in 2016, established a mid-range goal of lowering statewide GHG emissions to 40 percent below 1990 levels by 2030, and California Executive Order S-03-05, signed in 2005, established a long-range goal of lowering statewide GHG emissions to 80 percent below 1990 levels by 2050.

In 2013, California Governor Jerry Brown signed SB 743, which requires an update in the metric of transportation impact used in CEQA from LOS and vehicle delay to one that promotes the reduction of GHG emissions, the development of multimodal transportation networks, and a diversity of land uses for transit priority areas. In late 2018, the Natural Resources Agency adopted updates to the CEQA guidelines, removing LOS as a measure of transportation impact under CEQA and replacing it with vehicle miles traveled (VMT). Though LOS can be used for other purposes, such as identifying needs for local roadway improvements and General Plan compliance, lead agencies must now use VMT for CEQA analysis.

VEHICLE MILES TRAVELED

The California Governor's Office of Planning and Research (OPR) "Technical Advisory on Evaluating Transportation Impacts in CEQA" (December 2018) includes specifications for VMT methodology and recommendations for significance thresholds, screening of projects that may be presumed to have less than significant impacts, and mitigation. For transportation projects, the Technical Advisory notes that addition of through lanes on existing or new highways will likely lead to a measurable and substantial increase in vehicle travel. The Technical Advisory also notes that projects that would not likely lead to a substantial or measurable increase in vehicle travel include the following:

- Rehabilitation, maintenance, replacement, safety, and repair projects designed to improve the condition of existing transportation assets (e.g., highways; roadways; bridges; culverts; Transportation Management System field elements such as cameras, message signs, detection, or signals; tunnels; transit systems; and assets that serve bicycle and pedestrian facilities) and that do not add additional motor vehicle capacity
- Roadside safety devices or hardware installation such as median barriers and guardrails
- Roadway shoulder enhancements to provide "breakdown space," dedicated space for use only by transit vehicles, to provide bicycle access, or to otherwise improve safety, but which will not be used as automobile vehicle travel lanes
- Addition of an auxiliary lane of less than one mile in length designed to improve roadway safety
- Installation, removal, or reconfiguration of traffic lanes that are not for through traffic, such as left, right, and U-turn pockets, two-way left-turn lanes, or emergency breakdown lanes that are not utilized as through lanes
- Addition of roadway capacity on local or collector streets provided the project also substantially improves conditions for pedestrians, cyclists, and, if applicable, transit

- Conversion of existing general-purpose lanes (including ramps) to managed lanes or transit lanes, or changing lane management in a manner that would not substantially increase vehicle travel
- Addition of a new lane that is permanently restricted to use only by transit vehicles
- Reduction in number of through lanes
- Grade separation to separate vehicles from rail, transit, pedestrians, or bicycles, or to replace a lane in order to separate preferential vehicles (e.g., high occupancy vehicle [HOV], high occupancy toll [HOT], or trucks) from general vehicles
- Installation, removal, or reconfiguration of traffic control devices, including Transit Signal Priority (TSP) features
- Installation of traffic metering systems, detection systems, cameras, changeable message signs and other electronics designed to optimize vehicle, bicycle, or pedestrian flow
- Timing of signals to optimize vehicle, bicycle, or pedestrian flow
- Installation of roundabouts or traffic circles
- Installation or reconfiguration of traffic calming devices
- Adoption of or increase in tolls
- Addition of tolled lanes, where tolls are sufficient to mitigate VMT increase
- Initiation of new transit service
- Conversion of streets from one-way to two-way operation with no net increase in number of traffic lanes
- Removal or relocation of off-street or on-street parking spaces
- Adoption or modification of on-street parking or loading restrictions (including meters, time limits, accessible spaces, and preferential/reserved parking permit programs)
- Addition of traffic wayfinding signage
- Rehabilitation and maintenance projects that do not add motor vehicle capacity
- Addition of new or enhanced bike or pedestrian facilities on existing streets/highways or within existing public rights-of-way
- Addition of Class I bike paths, trails, multi-use paths, or other off-road facilities that serve non-motorized travel
- Installation of publicly available alternative fuel/charging infrastructure
- Addition of passing lanes, truck climbing lanes, or truck brake-check lanes in rural areas that do not increase overall vehicle capacity along the corridor

The 2017 RTP Guidelines for RTPAs note that rural RTPAs have a unique set of challenges compared to urbanized areas to reduce regional transportation related GHG emissions. These challenges are directly related to VMT and include lower land use densities, limited transit options, and higher VMT per capita. As noted in the guidelines, more efficient vehicles and low-carbon fuels present the highest payoff for rural counties to reduce transportation-related carbon dioxide emissions. However, the guidelines note that rural RTPAs should strive to incorporate strategies to reduce their GHG emissions.

The California Air Pollution Control Officers Association "Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity" (December 2021) identifies strategies local governments, communities, and project developers can use to reduce VMT. Not all these strategies are likely to be effective in a rural environment such as Mariposa County. As with many rural counties, transportation options such as transit, walking, and biking are limited in Mariposa County due to funding, mobility, and geographic reasons. However, populated areas such as the town of Mariposa, with concentrations of homes, businesses, government services, and other destinations in close proximity provide good opportunities for residents, workers, and visitors to walk and bike and use transit. The Handbook provides guidance on estimating their effectiveness, given the context in which they will be implemented.

The following strategies from the Handbook are most likely to be effective in Mariposa County. Although effectiveness may be less than in more urbanized areas, these improvements will also provide increased access for residents and visitors to their destinations:

- Land Use
  - » Increase residential and job density
  - » Integrate affordable and below market rate housing
  - » Improve street connectivity
- Trip Reduction Programs
  - » Implement commute trip reduction programs
  - » Implement ridesharing
  - » Provide vanpools
- Parking or Road Pricing/Management
  - » Provide electric vehicle charging
  - » Limit and price parking
- Neighborhood Design
  - » Provide pedestrian and biking networks, facilities, and improvements
  - » Implement car sharing programs
- Transit
  - » Expand transit coverage, hours, and service
  - » Reduce fares
- Clean Vehicles and Fuels
  - » Use cleaner-fuel vehicles

CLIMATE CHANGE AND ADAPTATION

Climate change is likely to have many impacts on Mariposa County.[1] Precipitation is expected to decrease in total but arrive during more intense storm events. These storm events increase the likelihood of flash floods, landslides, and infrastructure damage in susceptible areas. In recent years, the frequency of atmospheric rivers, or intense rainfail events, has increased. A series of such storms in early 2023 caused washouts, landslides, and thousands of downed trees, blocking and damaging roadways. Climate warming, drying, and the effect of increased lightning activity are also likely to increase tree mortality and the number and intensity of wildfires in the county. The fire season in California has begun earlier and ended later in recent years. Intensity of fires has also been increasing. In addition to direct damage to transportation infrastructure, fire may create indirect damage when burned slopes become susceptible to landslides during storm events following fires. The Oak Fire in 2022, Ferguson Fire in 2018, the Detweiler Fire in 2017, the Rim Fire in 2013, and landslides closing SR 140 and other roads are examples of such events. Evacuation routes may need to be considered in future road planning and demands on transportation-related firefighting infrastructure are likely to increase.

Increased temperatures as well as fires are also likely to reduce air quality in Mariposa County. Fires directly reduce air quality primarily through the creation of particulate matter. Increased temperatures and sunlight also foster the creation of ground-level ozone, a criteria pollutant, which already decreases air quality on many days during the summer.

Governmental action in preparation for or response to climate change may also directly influence transportation planning. Metropolitan Planning Organizations are already required to develop Sustainable Community Strategies in conjunction with their Regional Transportation Plans. Though RTPAs such as MCLCTC are not currently required to develop such strategies, other requirements may be placed on RTPAs in the future. Mariposa County has also taken steps to plan for the effects of climate change. The 2021 Mariposa County Recreation and Resiliency Master Plan discusses recent impacts of climate change in the County and integrates planning for parks and trails with adaptation to the effects of climate change.

The RTP Guidelines encourage rural RTPAs to incorporate strategies to reduce GHG emissions as part of their planning process. As discussed in the previous section, efforts to reduce greenhouse gas and criteria pollutant emissions through reductions in VMT are likely to be difficult due to the rural nature of much of the county and interregional travel. More efficient vehicles and low-carbon fuel efforts being pursued at the state level will likely afford the greatest reduction in rural GHG emissions. Similarly, electric vehicles are an increasing part of the vehicle fleet; Mariposa County already has several charging stations, mostly near Mariposa.

The low-density nature of most Mariposa County development creates challenges for meeting access and mobility needs via non-automotive modes. As with most rural counties, transportation options such as transit, walking, and biking are limited due to the challenges described above. However, Mariposa County is currently developing an active transportation plan to support improvements for walking and biking, and electric vehicle usage will likely continue to increase, especially as technology increases vehicle range and charging options expand.

1 References reviewed for this section include:
Caltrans, Addressing Climate Change Adaptation in Regional Transportation Plans, February 2013.
Transportation Research Board, Climate Change and Transportation, July 2012.
California Natural Resources Agency, 2021 Climate Adaptation Strategy.

Public Outreach

Public involvement is a major component of the transportation planning process. Every person in Mariposa County is affected by transportation and, as such, is an important component of the transportation planning process. Public input on transportation needs and concerns was solicited via an online survey and by in-person outreach at local events. Information about the survey and events and the input gathered, are summarized below. The results of this public participation will be used to help identify issues and solutions to be incorporated into the RTP update.

ONLINE SURVEY

An online survey accessible from phones, tablets, and computers was created using the Microsoft Forms platform. The survey was publicized on the Mariposa County website, on Facebook, and at the Mariposa Farmers' Market as described in more detail below. Information on how to access the survey via QR code and web link were also mailed to every residential address in Mariposa County. Outreach materials are included in **Appendix B**.

The survey solicited input about how people travel in the county, what they like about travelling in the county, and transportation improvements they would like to see implemented. The survey also requested demographic information about the survey respondents. The survey had a three-month response period, from August to November 2022. Of the 11,118 survey notices mailed, 172 responses were received.

Demographically, most respondents were older than 65 years old, and 67 percent identified as women. Seventy-three percent of respondents live in the 95338 zip code (Mariposa, Bear Valley, Bootjack, and adjacent areas), and 6 percent live in the 95306 zip code (Catheys Valley and adjacent areas).

Detailed survey results are provided in **Appendix B**.

Key comments and concerns identified in the survey included the following:

- Respondents were most pleased by the general lack of congestion on Mariposa County roadways.
- Not feeling safe on roads in the county prevents respondents from walking and biking more.
- Respondents expressed lack of knowledge about the local transit/paratransit system (Mari-Go and Medi-Trans)
- Lack of connections to desired destinations and inconvenient scheduling prevent many respondents from using transit. Current transit riders identified the same issues.
- Drivers were generally satisfied by the condition of State highways but dissatisfied by the condition of local roads. They were also concerned about safety on State highways.
- Pedestrians had concerns with missing sidewalks and uneven sidewalks, overgrown vegetation, or missing curb cuts.
- Bicyclists were concerned by the lack of bicycling infrastructure, poor road and shoulder conditions, the lack of respect they receive from drivers, and a lack of secure bicycle parking.
- Respondents with children attending local schools felt there were insufficient safe bicycling and pedestrian routes for students to get to school.
- Respondents were willing to pay more for better transportation facilities.
- Respondents were concerned by air pollution and greenhouse gas emissions.
- General comments included:
  - » Desire for more streetlights
  - » Desire for more bicycle and pedestrian facilities, including trails
  - » Desire for better transit services
  - » User approval of Medi-Trans services

FARMERS' MARKET BOOTH

To meet people where they are, rather than requiring them to come to a meeting specifically for the RTP update, project staff hosted a booth at the Mariposa Farmers' Market on August 24, 2022, and October 26, 2022. These events provided the opportunity for engagement from a broader cross-section of the public.

Booth at the Mariposa Farmers' Market

At the booths, Mariposa County and consultant staff discussed the RTP update process with the public, solicited input through voting on priority posters comment cards, and directed the public to the online survey. Across the two dates, staff had interactions with approximately 40 people. Top concerns identified during these events included the following:

- Improved pedestrian facilities were requested by several attendees, especially in and surrounding the town of Mariposa.
- Transit users were pleased by YARTS service and its employees; however, fees were considered by some to be cost-restrictive.
- Bicyclists desired "Share the Road" signs on highways and other major roads.
- Lack of guardrails on outside curves of facilities with big drop-offs and lack of shoulders on several major roadways were identified as serious driving issues.
- Roundabouts were suggested for intersections in the town of Mariposa.
- More turnouts or passing lanes for bicyclists and other vehicles were suggested near Triangle.

Materials used in the booths, including posters, handouts, and comment cards are included in **Appendix B**. The upcoming Mariposa County Local Road Safety Plan (LRSP) and Mariposa County Active Transportation Plan (ATP) will address the traffic safety and active transportation concerns identified during the RTP update engagement process.

Issues

Additional issues were identified for consideration in the plan as discussed in this section.

STATEWIDE ISSUES

In its 2022 annual report, the CTC identified several recommendations that have significance for transportation planning in California. These include legacy recommendations included from previous Annual Reports that have yet to be enacted but are still relevant to the state's transportation needs.

- Increase the Active Transportation Program by $1 billion per year to fund critical climate, safety, mobility, and equity projects.
- Provide support for transit operators to address the continued impacts of the pandemic on their operations funding.
- Clarify provisions of the Commission's existing statutory authority to approve road tolling/pricing, such as converting un-tolled lanes to tolled lanes, which are critical for achieving state mobility and climate goals.
- Authorize a funding needs assessment for California's general aviation airports, including recommendations to ensure that California airports can fully leverage available federal funds, address community impacts, and support electrification.
- Authorize a study on the implementation of weight-based passenger vehicle fees to account for the disproportionate effects of larger vehicles on pedestrian injuries and fatalities.

At the national level, the Bipartisan Infrastructure Law was passed in 2021. The law provides funding to repair and rebuild roads and bridges, improving transportation system safety, increase public transportation options, and increase electric vehicle charging stations.

REGIONAL AND LOCAL ISSUES

The issues described above were supplemented by discussions with County staff. The issues below were identified by staff as new or continuing concerns.

- **Concerns about safety on State highways and pavement conditions on local roads.** Implementing the recommendations of the LRSP will likely improve roadway safety in the county. Maintenance planned in coming years will help improve local road conditions.
- **Concerns about vegetation management.** Tree mortality in the region and overly dense vegetation, especially along highway corridors, increases the risks and impacts of climate change and wildfire in the region. Vegetation impinging on roadway shoulders also creates access and safety issues for bicyclists and pedestrians.
- **Lack of ample parking within Mariposa activity centers and communities.** Inadequate parking and limited staging areas are a challenge for motorists. Ample parking for recreational vehicles and trucks and parking options that allow four-hour parking windows are needed to attract tourists and consumers.
- **Lack of bicycle and pedestrian paths, trails, and other facilities.** Residents often feel unsafe walking and biking on roads in the county. A system of trails, bikeways, and sidewalks will connect visitors and residents to local destinations, serve as an attraction itself, and support community health and alternatives to driving.
- **Public desire for increased transit connections and more frequent service.** New connections to regional destinations, especially for medical services, and more frequent connections between communities have been frequently requested.
- **Concerns about appropriate lighting.** Lighting sufficient for safety for all modes, but not excessive or misdirected, is an emerging concern in the region. Correct lighting can increase safety for all transportation system users while protecting the dark skies which are an asset of the region, supporting tourism and the environment.

Goals, Objectives, and Policies

The goals, objectives, and policies in the 2022 RTP are intended to guide the development of the transportation system and improve the quality of life for the citizens of Mariposa County. Comprehensive goals, objectives, and policies that meet the needs of the region and are consistent with the County's regional vision and priorities for action have been developed for this RTP.

- **Goals** are a vision of circulation conditions toward which the County will direct planning and implementation. A goal is the end toward which effort is directed; it is general and timeless.
- **Objectives** are specific conditions that represent intermediate steps in attaining goals; several objectives can relate to a single goal. An objective is a point to be attained and the best objectives are measurable. They are capable of being quantified and realistically attained considering probable funding and political constraints. Objectives represent levels of achievement in movement toward a goal. Objectives may be tied to specific performance measures.
- **Policies** are specific statements that guide decision-making and suggest actions to be carried out to meet objectives and attain goals. Policies reflect all relevant effects, including the natural environment, social, and economic factors. Together, policies serve as a planning guideline for local and state officials when making decisions.

Mariposa County is typical of many rural counties in California in that the automobile is the primary mode of moving people in the county, and trucking is the primary mode of moving goods and commodities. The county's existing transportation system and widely scattered population, topography, and lack of a broad economic base to support funding often limit other modes of transportation and other solutions to transportation-related problems.

A transportation system provides mobility to sustain social, economic, and recreational activities. An improperly developed transportation system can result in ineffective mobility and cause adverse and undesirable conditions, such as safety hazards, long delays, air pollution, and unnecessary energy consumption. The goals, objectives, policies, and implementation measures of this RTP are intended to guide the development of a transportation system that will maintain and improve the quality of life in Mariposa County over the next 25 years. To this end, consistency with the California Interregional Transportation Strategic Plan, the California Transportation Plan, and the California Strategic Highway Safety Plan strategies is an important part of the overall goals and policies of this RTP. In addition, the 2017 RTP Guidelines for RTPAs to address GHG emissions and VMT reduction were considered as part of the overall transportation investment strategies for the plan.

The goals, objectives, and policies for each component of the Mariposa County Transportation System are provided below. They cover both short-range and long-range desired outcomes. They are consistent with the policy direction of the Mariposa County General Plan, transit policies for the county, the bicycle and pedestrian plan for the county, and the federal Bipartisan Infrastructure Law. They also reflect input provided from the public. Given the limited transportation dollars available, the goals, objectives, and policies reflect a balanced approach and focus on the most feasible desired outcomes.

The goals that each project supports are identified in the Action Element.

REGIONAL VISION

The following vision is consistent with the Mariposa County General Plan Circulation Element. It is a high-level view of what the RTP seeks to accomplish.

Create safe, efficient, and economically feasible regional transportation that:

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

GOALS, OBJECTIVES, AND POLICIES

The following specific goals, objectives, and policies for each travel mode have been formulated to ensure consistency with the regional goals and to achieve the vision stated above:

GOAL 1: HIGHWAYS

Develop an adequate, safe, and efficient regional roadway system for vehicle travel with accommodations for walking and biking while maintaining the rural character of Mariposa County.

- Objective 1.1 – Monitor, maintain, and improve, roadway and intersection safety conditions.
  - » Policy 1.1.1 – Annually prepare countywide summary reports of collisions, identifying trends and contributing factors, utilizing the Safe System approach.
  - » Policy 1.1.2 – Develop projects and apply for funding to improve roadways and intersection locations with greater collision frequencies or systemic factors.
  - » Policy 1.1.3 – Update County Road policies, plans, and standards to support the goals, policies, and actions of the upcoming Local Roadway Safety Plan and Active Transportation Plan.
  - » Policy 1.1.4 – Monitor land use changes and new development to track future travel demand on the regional road system.
  - » Policy 1.1.5 – Evaluate and mitigate VMT impacts when reviewing land use and transportation projects.
- Objective 1.2 – Develop tourist transportation corridors and routes to provide adequate service and safe mobility for all transportation modes, including personal vehicles, transit, biking, and walking.
  - » Policy 1.2.1 – Work with Caltrans to support and improve State highways.
  - » Policy 1.2.2 – Work with organizations working to develop regional trails and trail connections to neighboring communities in accordance with the Recreation and Resiliency Master Plan and upcoming Active Transportation Plan.
- Objective 1.3 – Prioritize maintenance and improvement of deficient maintenance conditions of existing transportation facilities, consistent with available funding and engineering study findings.
  - » Policy 1.3.1 – Prepare feasible roadway maintenance programs, matched to available funding.
  - » Policy 1.3.2 – Prepare timely updates to the countywide pavement management system reports and database.
  - » Policy 1.3.3 – Consider growing impacts of wildfire, landslides, and flooding when developing maintenance programs and facility improvements to proactively minimize damage from these events.
  - » Policy 1.3.4 – Manage vegetation along roadways to reduce the impacts of climate change on transportation, support evacuation routes, and provide safe access for bicyclists and pedestrians.
  - » Policy 1.3.5 – Prioritize use of maintenance funding based on safety, road volume, and facility condition.
- Objective 1.4 – Design and implement the circulation system to meet community needs, equitably distribute benefits and impacts, consider environmental values, and protect historic and natural features within the county.
  - » Policy 1.4.1 – Maintain the integrity and function of local scenic and historical routes.
  - » Policy 1.4.2 – Review and revise right-of-way and pavement standards to permit modified right-of-way dimensions where necessary and feasible to maintain natural, historic, and scenic character.

- » Policy 1.4.3 – Maintain and update lighting to improve safety for all modes while preserving the county's dark skies, which are an environmental and quality-of-life asset for residents and visitors.
- » Policy 1.4.4 – Recommend projects within the county and work with Caltrans and the CTC on the location of STIP and SHOPP projects to improve geographical equity and minimize the funding gap between need and funding allocations.
- » Policy 1.4.5 – Integrate and balance community, aesthetic, historic, and environmental values with transportation goals and policies when implementing transportation projects and programs.

GOAL 2: TRANSIT

Provide an efficient and coordinated regional and local transit system that serves both urban and rural areas, including transportation opportunities for disadvantaged and older persons who have fewer transportation options, and to visitors to reduce dependence on personal vehicles, reduce VMT and GHG, and improve air quality.

- Objective 2.1 – Maintain and improve the existing regional transit system.
  - » Policy 2.1.1 – Maintain active participation in the Yosemite Area Regional Transportation System (YARTS).
- Objective 2.2 – Maintain and improve the existing local transit system.
  - » Policy 2.2.1 – Plan for and finance continued development and expansion of local transit to accommodate local demand and service needs.
  - » Policy 2.2.2 – Provide demand responsive transit services for disabled and senior citizen residents not served by fixed-route service.

GOAL 3: ACTIVE TRANSPORTATION

Develop a safe and efficient regional system of bicycle, pedestrian, and equestrian facilities to accommodate, encourage, and increase safe active transportation use in Mariposa County. Thus serving residents and visitors, especially those with fewer transportation options, reducing VMT and GHG and improving air quality.

- Objective 3.1 – Develop and construct a regional bicycle, pedestrian, and equestrian system to complement existing transportation facilities.
  - » Policy 3.1.1 – Apply for active transportation project funding through federal, state, or regional grant programs, such as the California Active Transportation Program, to implement the projects identified in the Mariposa County Bicycle and Pedestrian plan and upcoming Mariposa County Active Transportation Plan.
  - » Policy 3.1.2 – In Town Planning Areas, construct, improve, and maintain the pedestrian circulation system to provide safe access. As sidewalks and other pedestrian infrastructure is updated, install curbs and gutters, and improve drainage control in areas where it is inadequate to effectively and efficiently coordinate different regional needs.
  - » Policy 3.1.3 – Update the upcoming Mariposa County Active Transportation Plan on a periodic basis to ensure new projects reflect the needs and priorities of the county.
- Objective 3.2 – Support safe and convenient walking and biking through ongoing facilities maintenance and non-infrastructure programs.
  - » Policy 3.2.1 – Develop maintenance policies and programs and allocate funding to ensure sidewalks, trails, and crosswalks are maintained in good condition.
  - » Policy 3.2.2 – Work with regional partners and obtain funding to implement the education,

encouragement, and other non-infrastructure recommendations identified in the Mariposa County Bicycle and Pedestrian Plan, Mariposa County Recreation and Resiliency Master Plan, and upcoming Mariposa County Active Transportation Plan.

GOAL 4: AVIATION

Develop and maintain a fully functional and integrated air service and airport system as a component of the Mariposa County regional transportation system.

- Objective 4.1 – Maintain efficient, accessible, and affordable air service in a safe and convenient manner.
  - » Policy 4.1.1 – Develop an efficient system of roadways and active transportation modes to serve the Mariposa-Yosemite Airport for both normal usage and disaster response.
  - » Policy 4.1.2 – Ensure that the development of new and/or expansion of existing airport facilities is consistent with the Airport Land Use Plan.
  - » Policy 4.1.3 – Evaluate improvements for biking and walking connectivity to the Mariposa-Yosemite Airport during development of the upcoming Mariposa County Active Transportation Plan.
- Objective 4.2 – Update the current Mariposa-Yosemite Airport Comprehensive Land Use Plan and Airport Master Plan, last updated in 1995.
  - » Policy 4.2.1 – Seek funding to update the Mariposa-Yosemite Airport Comprehensive Land Use Plan and Airport Master Plan.

GOAL 5: AIR QUALITY AND GREENHOUSE GASES

Support achievement and maintenance of air quality standards for Mariposa County as established by the Environmental Protection Agency (EPA) and the California Air Resources Board (CARB).

- Objective 5.1 – Assist the local air pollution district in developing the transportation related portions of the State Implementation Plan as requested.
  - » Policy 5.1.1 – Coordinate regional transportation planning activities with regional air quality planning at both the technical and policy level.
  - » Policy 5.1.2 – Evaluate and assist in the implementation of appropriate regional and inter-regional air quality improvement measures.
- Objective 5.2 – Develop projects and maintain the transportation system with consideration of the impacts of climate change.
  - » Policy 5.2.1 – Support changes to the General Plan and General Plan environmental analysis to address the requirements of SB 743 and State VMT reduction goals.
  - » Policy 5.2.2 – Consider the impacts of climate change on the transportation system, including increased wildfires, landslides, flooding, and evacuation routes, when developing new projects to proactively minimize damage from these events.
  - » Policy 5.2.3 – Consider increasing impacts of wildfire, landslides, and flooding when planning and implementing transportation system maintenance.
  - » Policy 5.2.4 – Seek funding and partnerships for new and expanded electric vehicle charging stations for light-, medium-, and heavy-duty vehicles across the county.
  - » Policy 5.2.5 – Support use of electric bicycles and scooters by incorporating their needs in transportation planning and seeking funding and partnerships for their promotion.

GOAL 6: TRANSPORTATION FINANCING

Develop and support regional transportation financing strategies that provide for a continuous implementation of Regional Transportation Plan projects and strategies.

- Objective 6.1 – Develop and adopt policies that provide adequate 20-year funding resources for all regional transportation improvements.
  - » Policy 6.1.1 – Foster cooperative relationships with State and federal agencies responsible for transportation funding programs.
  - » Policy 6.1.2 – Monitor and participate in state and federal transportation financing programs and meetings.
  - » Policy 6.1.3 – Identify and allocate funding resources for building, operating, and maintaining the existing and future transportation system in Mariposa County.
  - » Policy 6.1.4 – Consider needs of disadvantaged communities when identifying projects and allocate funding.
- Objective 6.2 – Work with the Rural Counties Task Force and the CTC to help identify and promote new sources of maintenance funding.
  - » Policy 6.2.1 – Pursue new funding sources to reduce the backlog of deferred maintenance by at least 20 percent over the next 20 years.

GOAL 7: GOODS MOVEMENT

Support the transport of suitable products and materials while minimizing negative impacts on the local road system.

- Objective 7.1 – Support the efficient utilization of truck transport through transportation and land use decisions that minimize impacts to the local road system.
  - » Policy 7.1.1 – Install passing lanes, turnouts, truck parking, and other lower-cost improvements to minimize adverse traffic impacts from truck traffic.
  - » Policy 7.1.2 - Periodically review road standards and pavement conditions to ensure planned infrastructure is consistent with truck volumes.

GOAL 8: MANAGEMENT OF THE TRANSPORTATION SYSTEM

Minimize traffic congestion by increasing the efficiency of the existing transportation system through transportation system management (TSM) techniques and transportation demand management (TDM) techniques.

- Objective 8.1 – Promote signal timing, access management, transit priority treatments, and accident scene management measures to increase traffic flow.
  - » Policy 8.1.1 – Periodically review traffic operations along State highways and major County roads and implement cost-effective solutions to reduce local congestion without increasing VMT or GHG emissions.
- Objective 8.2 – Reduce the demand for travel by single-occupancy vehicles through TDM techniques.
  - » Policy 8.2.1 – Increase transit system service frequency and coverage, as funding allows, to support increased transit mode share.
  - » Policy 8.2.2 – Establish a formal ride share program within the County as funding allows.

  - » Policy 8.2.3 – Implement the recommendations of the Mariposa County Bicycle and Pedestrian Plan and upcoming Mariposa County Active Transportation Plan to increase walking and biking mode share.
  - » Policy 8.2.4 – Promote public awareness of Mariposa County Transit services, rideshare opportunities, and walking and biking through media and promotional events.
- Objective 8.3 - Employ new technologies for Intelligent Transportation Systems (ITS) to improve traffic operations within the county.
  - » Policy 8.3.1 – Implement current Caltrans ITS recommendations for local streets and roads, where beneficial and appropriate. Incorporate the Sierra Nevada ITS Strategic Deployment Plan (SDP) and Intelligent Transportation Systems strategies from Caltrans District 10 whenever feasible.
  - » Policy 8.3.2 – Increase geographic information system (GIS) database management of transportation facilities, features, and assets within the county to support ITS implementation and transportation system maintenance and management.
  - » Policy 8.3.3 – Incorporate, as feasible, remote sensing and GIS techniques into the pavement management system (PMS) as funding allows.
  - » Policy 8.3.4 – Monitor advances in connected vehicle, automated vehicle, and other technologies to understand and plan for their use in rural areas, in coordination with Caltrans and other partners.

GOAL 9: LAND USE

Improve livability in the county through coordinated decision-making in land use and transportation.

- Objective 9.1 – Design the transportation system to accommodate land use development with consideration of both local transportation goals and regional transportation needs.
  - » Policy 9.1.1 – Assist local communities with integrated transportation and land use decisions during their town and community plan processes, considering RTP goals and objectives including State objectives for VMT and GHG reduction.
  - » Policy 9.1.2 – Support implementation of recommendations of the Mariposa County Integrated Mobility & Housing Strategy for transit-oriented housing development that serves the needs of Yosemite National Park employees.
  - » Policy 9.1.3 – Develop transportation analysis requirements for land use projects that consider safety and accessibility for all modes, including walking, biking, and transit, and support reduction of VMT.

PERFORMANCE MEASURES

Performance measures connect to key goals and objectives for the RTP and provide quantifiable evidence of the consequences of decisions or actions. Performance targets provide specific metrics by which progress of the RTP towards its goals can be measured. In the context of the RTP, they predict, evaluate, and monitor the extent that transportation systems accomplish public objectives. Performance measures can be quantitative (for example, number of accidents) or qualitative (for example, historic character). Performance measures can also be measured (for example, traffic volume) or modeled (for example, vehicle miles traveled).

Table 17 presents the goals, objectives, performance measures, and performance targets for the RTP. These performance measures have mostly been carried over from the 2017 RTP to track changes over time. New metrics have been added to track transit ridership and progress toward improving active transportation facilities.

TABLE 17A: REGIONAL TRANSPORTATION PLAN PERFORMANCE MEASURES

TOPIC	Mobility/ Accessibility on State Highways	Safety on State Highways and County Roads	Maintenance
PERFORMANCE MEASURES	• LOS on State Highways	• Collision rate on State Highways compared to similar facilities statewide • Number of Fatal Collisions • Number of Injury Collisions • Number of Property Damage Only (PDO) Collisions	• Pavement Condition Index (PCI)
DATA SOURCE	• Caltrans Traffic Volumes • Transportation Concept Reports (TCRs)	• Caltrans TASAS • Statewide Integrated Traffic Records System (SWITRS), California Highway Patrol	• Mariposa County Pavement Management Program
VALUE IN 2017 RTP	• All roadways operated at acceptable LOS C or better in rural areas and D or better in urban areas (Mariposa)	• TASAS: See Table 24 • Three-year total (2015-2017) » Fatalities: 9 » Injuries: 223 » PDO: 429	• Average PCI of County road network (2014) = 53
CURRENT VALUE	• All roadways operate at acceptable LOS C or better in rural areas and D or better in urban areas (Mariposa)	• TASAS: See Table 24 • Three-year total (2019-2021) » Fatalities: 6 » Injuries: 301 » PDO: 695	• Average PCI of County road network (2021) = 51
COMMENT	• All existing facilities meet County General Plan standard , but LOS D does not meet TCR Concept LOS.	• All state highway segments in Mariposa County have lower fatality rates and total collision rates than comparable facilities. • Fatalities have decreased but injuries have increased between the two study periods.	• Overall PCI decreased between 2014 and 2021.

Additional source: Fehr & Peers, 2023.

TABLE 17B: REGIONAL TRANSPORTATION PLAN PERFORMANCE MEASURES		
TOPIC	**Transit Effectiveness**	**Active Transportation Service**
PERFOR-MANCE MEASURES	• Farebox Recovery Ratio • Cost per passenger • Transit frequency • Riders served	• Miles of shared use paths • Miles of bike lanes • Miles of sidewalks
DATA SOURCE	• Monthly/Quarterly transit operations reports	• Local data
VALUE IN 2017 RTP	• Farebox Recovery Ratio (FY 17/18) = 13.1% • Operating Cost Per Passenger (FY 17/18) = $82.02 • Each Mari-Go route operates one day per week • [Riders served is a new metric for 2022]	• [New metrics for 2022]
CURRENT VALUE	• Farebox Recovery Ratio (FY 21/22) = 21.7% • Operating Cost Per Passenger (FY 21/22) = $47.78 • One Mari-Go route operates two days per week, two routes operate one day per week • 7,886 riders served	• 0.2 miles of shared use paths • 0 miles of bike lanes • Unknown miles of sidewalks (to be evaluated in upcoming ATP)
COMMENT	• Farebox recovery and operating cost per passenger both improved. Service frequency improved on some routes. • Riders served is a new metric for 2022.	• New metrics for 2022.
Additional source: Fehr & Peers, 2023.		

ACTION ELEMENT

The Action Element of the RTP consists of short-term (2022-2032) and long-term (2032-2047) activities that address regional transportation issues and needs. All transportation modes (highways, local streets and roads, transit, bicycle, pedestrian, and aviation facilities and services) are addressed. (No railways serve Mariposa County; the closest freight and passenger railway access is in the city of Merced.) In addition, the Action Element identifies investment strategies, alternatives, and project priorities beyond what is already programmed.

Costs for planned projects have been calculated in year-of-expenditure dollars to account for estimated inflation. All State Highway projects programmed in the State Transportation Improvement Program are shown in year-of-expenditure dollars. The inflation rates were developed by Caltrans to reflect recent trends in the construction industry.

Some regional projects calculated to year-of-expenditure dollars at the time of the development of the RTP and, therefore, current dollars are used for these projects. Updated cost information will be amended into each subsequent update of the RTP.

Local conditions, land use, transportation technologies, and transportation funding are constantly evolving. These projects are based on the best data available at this time; however, projects may be added, deleted, or revised. Additional projects of regional significance will be amended into the RTP if required for funding.

Roadway Network

Most travel in Mariposa County is by automobile, and it will continue to be so over the life of this plan and beyond. The roadway network within the unincorporated parts of the county is rural in character, mainly serving small communities, tourism, recreation, and agriculture uses. State highways are the primary transportation corridors extending through the county and serve all the county's major population centers. Other County arterials and a network of federal, state, local public, and private roads constitute the remainder of the roadway system. The State highway network serves primarily intercity and inter-county regional travel and interregional tourism, while the County's roadways serve local trips.

Figure 3 shows the major routes in the regional roadway system according to federal functional classifications. These classifications indicate the operational hierarchy of the roadway system:

State Highways are maintained by Caltrans and constitute routes of interregional significance whose design provides for relatively high overall travel speeds with minimum interference to through movement. These routes provide for travel into, out of, and through the county.

Major Collectors provide access to more localized destinations for regional traffic. These roads are designed to provide access for regional traffic between state routes. Narrow lanes and shoulders limit the carrying capacity of some collectors. Major collectors are "on-system" facilities that are eligible for federal aid. County roads that are designated as major collectors are:

- Bear Valley Road
- Merced Falls Road
- Hornitos Road (access to Hornitos)
- Darrah Road
- Greeley Hill Road (access to Greeley Hill)
- Carleton Road
- Ben Hur Road

Minor Collectors are similar in character to major collectors but are generally more rural with less traffic. Minor collectors are not eligible for federal aid, but the Highway Bridge Program (HBP) will replace or repair bridges, and rehabilitation can be funded through the State Transportation Improvement Program (STIP).

Local Roads consist of all roads not designated otherwise.

COUNTY ROADS

The County maintains approximately 564 centerline miles of roadways, 360 paved and 204 unpaved. These roadways are mapped by functional classification in Figure 3.[1]

FEDERAL AGENCY ROADS

Mariposa County has an extensive network of roads maintained by federal agencies. Yosemite National Park maintains 214 miles of paved roads,[2] and the US Forest Service manages 22 miles of roads.[3]

1 Conversation with Mark Dvorak, Mariposa County, February 7, 2018.

2 Yosemite National Park Statistics, https://www.nps.gov/yose/learn/management/statistics.htm, retrieved February 2023.

3 California Public Road Data 2020, California Department of Transportation Highway Performance Monitoring System Data Library.

STATE HIGHWAYS

There are 117 miles of State highways, operated and maintained by Caltrans that provide connections across Mariposa County.[1] SR 49 and SR 140 form the backbone of Mariposa County's transportation system; most of their length through the County is unparalleled by local roadways due to topographical constraints. SR 41, SR 120, and SR 132 also access Mariposa County.

Caltrans prepares a Transportation Concept Report (TCR) or Corridor System Management Plans (CSMP) for each of its facilities. A TCR is a long-term planning document that each Caltrans district prepares for every state highway or portion thereof in its jurisdiction. The TCR usually represents the first step in the Caltrans long-range corridor planning process. The purpose of a TCR is to determine how a highway will be developed and managed so that it delivers the targeted LOS and quality of operations that are feasible to attain over a 20-year period. These are indicated in the route concept. In addition to the 20-year route concept level, the TCR includes an ultimate concept, which is the ultimate goal for the route beyond its 20-year planning horizon.

1 California Public Road Data 2020, California Department of Transportation Highway Performance Monitoring System Data Library.

State Route 41 is a major north-south route located in the eastern portion of the county that extends from the Madera County line to the Yosemite Valley. SR 41 connects to SR 49 in Oakhurst and to SR 140 in Yosemite Valley. SR 41 is one of three State highways serving Yosemite National Park and also provides access to the Mariposa County communities of Fish Camp and Yosemite West. Approximately five miles of SR 41 are maintained by the California Department of Transportation between the Madera County line and the south entrance to Yosemite National Park. The section of SR 41 from Route 49 in Oakhurst to Yosemite National Park is eligible for designation as a State Scenic Highway. The TCR states that Caltrans endeavors to maintain a target LOS at the transition between C and D on State highway facilities, or whichever LOS is feasible to maintain. The corridor within Mariposa County currently operates at LOS C and is anticipated to operate at LOS D by 2040. No planned or programmed projects are listed in the TCR at this time.

State Route 49 is the major north-south route through the western half of the county and is approximately 49 miles in length through the county. SR 49 travels along the western slope of the Sierra Nevada connecting Mother Lode communities from Oakhurst to Vinton. Within Mariposa County, this route extends from the Madera County line in the south to the Tuolumne County line in the north. The route between the communities of Bear Valley and Coulterville has steep grades. As a result, this section of the roadway significantly increases the travel time between the northern and southern regions of the county. SR 49 within Mariposa County is eligible for designation as a State Scenic Highway. The TCR for SR 49 shows a concept LOS of C in rural areas and D in urban areas. Although the TCR classifies the entire length of SR 49 in the county as rural, the segment through the community of Mariposa coincident with SR 140 serves as a main street in a town center. The TCR anticipates six of 10 segments within Mariposa County analyzed (segments 1-5 and 7) will be deficient by 2030 and may require upgrades to a four-lane expressway.

State Route 120 serves as an important east-west route for residents in the northern portion of Mariposa County and provides regional access to Yosemite National Park. One section of SR 120 passes through Mariposa County at Buck Meadows. The other section of SR 120 within Mariposa County extends from the Tuolumne County line to its junction with SR 140 in Yosemite Valley. The TCR for SR 120 has a concept LOS of C; however, within Mariposa County, the current facility is rated at LOS D. Caltrans is placing special emphasis on identifying lower cost improvements such as left-turn lanes and channelization as appropriate in lieu of recommending an expressway. However, if ADT increases, a four-lane expressway may ultimately be necessary.

State Route 132 is a major east-west route located in northwest Mariposa County. SR 132 extends from the Tuolumne County line in the west to the junction with SR 49 in Coulterville and is approximately 19 miles in length. SR 132 serves the communities of Lake Don Pedro and Coulterville as well as the recreational areas around Lake McClure. At Coulterville, SR 132 connects with County Route 132 that extends to the east and north to connect with SR 120 passing through the community of Greeley Hills. The TCR shows SR 132 as a two-lane conventional facility with LOS C in Mariposa County. The 2030 concept LOS is LOS D. No planned or programmed projects are listed in the TCR at this time.

State Route 140 is the major east-west route through the county and is approximately 52 miles in length through the county. It extends from the Merced County line in the west to Yosemite Valley in the east passing through the communities of Catheys Valley, Mariposa, and El Portal. SR 140 provides a connection to SR 99 in the Central Valley. The section of SR 140 from the junction of SR 49 in the town of Mariposa to the Yosemite National Park entrance is officially designated as a State Scenic Highway. The TCR for SR 140 shows a concept LOS of C in rural areas and D in urban areas. Although the TCR classifies the entire length of SR 140 in the county as rural, the segment through the community of Mariposa coincident with SR 49 serves as a main street in a town center. All segments currently operate acceptably except for the segment through the community of Mariposa. The TCR indicates that the conceptual solution for the segment is realignment and changing the concept facility type from Conventional to Expressway. However, this is not currently a planned or programmed project. In addition, ongoing work on SR 140 on the Ferguson Project to repair and stabilize areas damaged by fire and prone to rock slides has resulted in some one-lane traffic sections, resulting in delays.

ROADWAY OPERATIONS

The operations of roadway facilities are described in terms of level of service (LOS). LOS is a qualitative description of traffic flow based on factors such as speed, travel time, delay, and freedom to maneuver. Six levels are defined, from LOS A and B, which represent uncongested operating conditions, to LOS C and D, which represent moderate levels of congestion, to LOS E, which represents at-capacity conditions. Operations are designated as LOS F when volumes exceed capacity, resulting in stop-and-go conditions.

Table 18 displays the LOS criteria thresholds developed for the Mariposa County RTP using the Highway Capacity Manual (Transportation Research Board, 2000) (HCM) methodology for typical two-lane highway and county roadway segments. This table provides daily volume thresholds for each level of service. Because the thresholds are based on typical conditions, they should be used cautiously for a roadway segment that has extreme characteristics. The HCM categorizes two lane highways as either Class I or Class II:

- **Class I** – Two lane highways with relatively high speeds and that are major intercity routes, primary arterials connecting major traffic generators, daily commuter routes, or primary links in state or national highway networks. They often serve long-distance trips or provide connecting links between facilities that serve long-distance trips.
- **Class II** – Two lane highways with lower expected travel speeds that function as access routes to Class I facilities, serve as scenic or recreational routes that are not primary arterials, or pass through rugged terrain. They most often serve relatively short trips, the beginning and ending portions of longer trips, or trips for which sightseeing plays a significant role.

TABLE 18: ROADWAY SEGMENT LEVEL OF SERVICE THRESHOLDS

FACILITY TYPE	UPPER LIMIT DAILY TRAFFIC VOLUME THRESHOLD				
	LOS A	LOS B	LOS C	LOS D	LOS E
Class I Two Lane Highway (SR 49, SR 120, SR 140 west of Mariposa)	1,200	2,900	7,900	16,000	20,500
Class II Two Lane Highway (SR 41, SR 132, SR 140 east of Mariposa and in town)	900	2,000	6,800	14,100	17,400
County Roadways (Two Lane) (Major and Minor Collectors)	900	2,000	4,000	7,000	10,000

Notes: LOS F applies whenever the flow rate exceeds the segment capacity (the upper limit for LOS E)

Source: HCM 2000, Chapter 20, Two Lane Highways; Fehr & Peers, 2010.

The Mariposa County General Plan identifies LOS D or better as adequate. Caltrans also identifies concept LOS in each TCR; this is LOS C or D, depending on the segment.

Table 19 provides a summary of the latest traffic volumes on State highways (2020) and select County roadways (2019-2022) in Mariposa County. Five State highway segments operated at LOS D; all other locations operate at LOS C or better. Although these segments do not meet the Caltrans concept LOS, they meet the County General Plan standard.

TABLE 19: EXISTING TRAFFIC VOLUMES & LOS						
ROADWAY	**POST MILE**	**LOCATION**	**PEAK HOUR**	**PEAK MONTH**	**AADT**	**LOS**
State Highway: Class I						
SR 49	0.3	Madera/Mariposa Co. Line	350	3,800	3,500	C
	6.0	Triangle Rd.	430	4,200	3,800	C
	9.7	Woodland/Hirsch Rd.	510	4,950	4,500	C
	12.5	Bootjack Rd.	660	6,400	5,800	C
	16.7	Mormon Bar, Ben Hur Rd.	870	8,900	8,300	D
	18.5	Mariposa, JCT SR 140	900	9,900	8,600	D
	18.6	Joe Howard Rd.	780	7,600	5,100	C
	20.5	Whitlock Rd.	330	3,200	2,700	B
	22.9	Mount Bullion	240	1,900	1,500	B
	29.5	Bear Valley	120	870	860	A
	44.6	Coulterville, JCT SR 132 W.	130	1,200	690	A
	48.8	Mariposa/Tuolumne Co. Line	110	1,050	830	A
SR 120	41.5	Tuolumne/Mariposa Co. Line	1,400	12,300	6,200	C
	43.0	Buck Meadows	1,400	9,000	6,200	C
	43.7	Mariposa/Tuolumne Co. Line	1,400	9,000	6,200	C
SR 140	0.0	Merced/Mariposa Co. Line	590	4,650	3,900	C
	9.5	Hornitos Rd.	680	7,000	5,200	C
State Highway: Class II						
SR 132	7.6	Tuolumne/Mariposa Co. Line	320	1,750	1,700	B
	18.7	Coulterville/JCT SR 49	120	970	870	A
SR 120	21.2	Mariposa S. JCT SR 49	1,200	13,400	11,800	D
	21.4	Mariposa, Sixth St.	550	11,100	9,800	D
	22.0	Mariposa, N. JCT SR 49	870	9,100	8,400	D
	26.2	Triangle Rd.	220	3,650	3,600	C
	28.9	Oak Rd.	380	3,150	3,100	C
	29.7	Colorado Rd.	310	3,700	2,650	C
	34.1	Briceburg Station	160	3,800	2,500	C
	48.2	Foresta Rd.	130	2,950	2,900	C
	50.3	El Portal Rd.	380	3,000	2,900	C
	51.8	Yosemite National Park	230	4,050	2,800	C

Notes: Peak Month represents the average daily traffic volume for the peak month
AADT = Average annual daily traffic volume
Source: Caltrans Traffic Data Branch, 2022.

TABLE 19: EXISTING TRAFFIC VOLUMES & LOS			
ROADWAY	**LOCATION**	**AADT**	**LOS**
County Roadways: Major Collector			
Merced Falls Rd.	Tuolumne County Line	785	A
Hornitos Rd.	SR 140	695	A
	W. of Hornitos	525	A
Bear Valley Rd.	SR 49	475	A
	Hornitos Rd.	185	A
Greeley Hill Rd.	Fiske Rd.	905	B
	Smith Station Rd.	550	A
Ben Hur. Dr.	SR 49	2,040	B
	Silver Bar Rd.	480	A
Carleton Rd.	Triangle Rd.	775	A
Cole Rd.	Darrah Rd.	1,030	B
	Silva Rd.	475	A
Darrah Rd.	Darrah Rd.	4,695	C
	Triangle Rd.	1,060	B
Harris Cutoff Rd.	Harris Rd.	435	A
County Roadways: Minor Collector			
Dexter Rd.	Fiske Rd./Converse Rd.	365	A
Hotzel Rd.	Greeley Ln.	955	B
Ranchito Dr.	Merced Falls Rd.	550	A
Old Highway Rd.	SR 140	105	A
	SR 49	870	A
Yaqui Gulch Rd.	SR 140	485	A
Whitlock Rd.	SR 49	290	A
	SR 140	730	A
Indian Peak Rd.	SR 49	890	A
	(Indian Peak S.) Sebastopol Rd.	755	A
Hirsch Rd.	SR 49	825	A
	Indian Peak Rd.	415	A
Usona Rd.	SR 49	470	A
Triangle Rd.	SR 140	1,230	B
	E. Westfall	1,045	B
	SR 49	725	A
Chowchilla Mountain Rd.	SR 49	1,230	B

Source: Mariposa County Public Works, 2022.

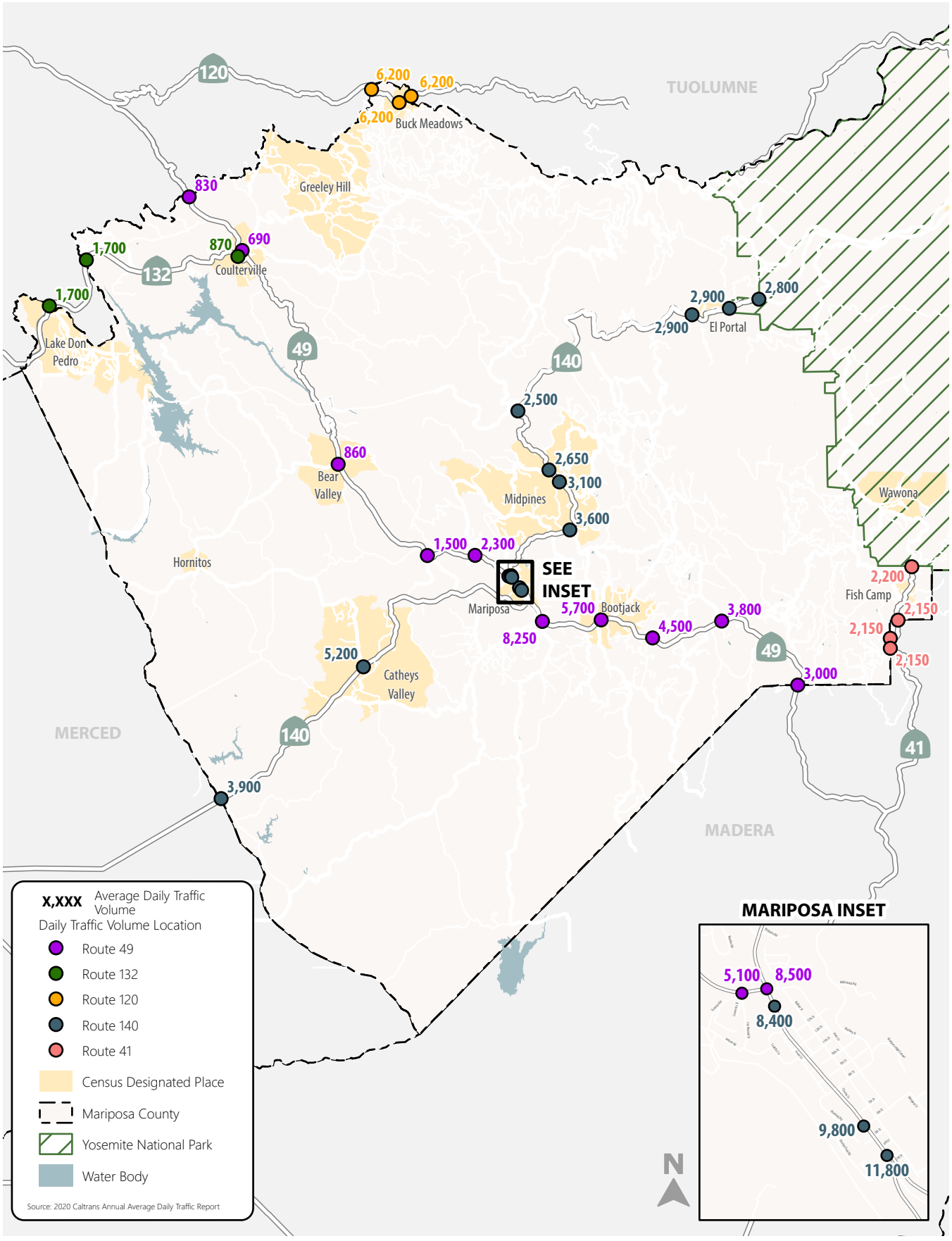
Caltrans collects traffic volume data on state highways in Mariposa County. Traffic counting is generally performed using electronic counting instruments at consistent locations throughout the state in a program of traffic count sampling. The resulting counts are adjusted to reflect an estimate of annual average daily traffic (AADT) by compensating for seasonal fluctuation, weekly variation, and other variables that may be present. AADT volumes are defined as the total two-way traffic volume on a roadway over the year divided by 365 days. Figure 9 shows the location of select traffic volumes on state highways.

In addition to AADT, Caltrans summarizes the peak month average daily traffic, which is the highest monthly traffic volume divided by the number of days in the month. Caltrans data indicates that the peak traffic season in Mariposa County is in summertime, with the peak month fluctuating between May, June, July, August, and September depending on the roadway segment. SR 140 near the south junction of SR 49 carries the heaviest average daily traffic in the peak month and throughout the year.

Population in Mariposa County is projected to decrease slightly from 17,556 in 2021 to 17,252 in 2047, as shown in Table 4. Similarly, the share of population 65 years and older is expected to increase from 32 to 43 percent over that period, as shown in Table 4. Visitors to Yosemite National Park, the largest driver of tourism in the county, have dropped in recent years after peaking in 2016 as shown in Figure 8. This trend preceded the COVID-19 pandemic, and in recent years the park has implemented a reservation system in peak periods which likely has contributed to these reductions. The automobile is expected to remain the primary mode of travel for the foreseeable future. If these trends continue, roadway vehicle volumes may be expected to decrease slightly or stay flat over the period of this plan. However, changes in travel behavior and transportation systems are expected to occur in response to emerging trends, new technologies, and evolving user preferences. These changes may affect expected travel and roadway volumes. Additionally, information about how technology is affecting travel is accumulating over time. Some of these emergent changes that could influence future travel forecasts include the following:

- Substitution of internet shopping and home delivery for some shopping or meal-related travel.
- Substitution of telework for commute travel.
- New travel modes and choices, including transportation networking companies (TNCs) such as Uber and Lyft, car share, and on-demand micro transit.
- Automated and connected vehicles.
- Long-term effects of the COVID-19 pandemic.

Figure 9: Existing Daily Traffic Volumes on State Highways



SAFETY

To assess roadways safety needs in the county, a five-year summary of collision data was compiled (Table 20). The table summarizes total collisions by year, including number of persons killed and number of persons injured. Less than half of the collisions in Mariposa County resulted in injuries.

TABLE 20: FIVE-YEAR COLLISION SUMMARY (2017 – 2021)

YEAR	TOTAL REPORTED COLLISIONS	TOTAL COLLISIONS RESULTING IN INJURY	NUMBER OF FATALITIES	NUMBER INJURED
2017	278	108	7	140
2018	227	90	3	125
2019	204	74	4	101
2020	210	84	1	95
2021	207	75	1	105
Total	**1,126**	**431**	**16**	**566**

Source: California Department of Highway Patrol, Statewide Integrated Traffic Records System, 2023. Transportation Injury Mapping System (TIMS), UC Berkeley SafeTREC, 2023.

Table 21 summarizes the total and percentage of injury collisions by collision type between 2017 and 2021. As shown, hit object collisions account for the highest number and percentage of injury collisions in the five-year analysis period. Overturned collisions, which more commonly result in more severe injury or death, show the second highest occurrence over the same period. Of the 1,126 total reported collisions, approximately 2% involved pedestrians, and less than 1% involved bicycles.

TABLE 21: FIVE-YEAR INJURY COLLISION SUMMARY BY COLLISION TYPE

TYPE	TOTAL INJURY COLLISIONS	PERCENT OF TOTAL
Hit Object	205	47.6%
Overturned	95	22.0%
Rear End	37	8.6%
Broadside	28	6.5%
Head-On	25	5.8%
Other	17	3.9%
Sideswipe	14	3.3%
Vehicle/Pedestrian	10	2.3%
Total	**431**	**100.0%**

Source: Transportation Injury Mapping System (TIMS), UC Berkeley SafeTREC, 2023.

Table 22 summarizes the total and percentage of injury collisions by vehicle code violation between 2017 and 2021. As shown, improper turning violations account for almost half of all collisions resulting in injury in the five-year analysis period. Unsafe speeds were the second highest violation that resulted in injury collisions over the same period. Approximately 15% of injury collisions involved driving under the influence of alcohol and/or drugs.

The upcoming Mariposa County Local Road Safety Plan (LRSP) will provide detailed analysis of recent collisions and recommend countermeasures to address hot spot and systemic issues.

TABLE 22: FIVE-YEAR INJURY COLLISION SUMMARY BY VEHICLE CODE VIOLATION

VEHICLE VIOLATION	TOTAL INJURY COLLISIONS	PERCENT OF TOTAL
Improper Turning	206	47.8%
Unsafe Speed	78	18.1%
Driving or Bicycling Under the Influence of Alcohol or Drug	64	14.9%
Automobile Right of Way	29	6.7%
Other than Driver or Pedestrian	18	4.2%
Wrong Side of Road	17	3.9%
Traffic Signals and Signs	4	0.9%
Unsafe Lane Change	3	0.7%
Pedestrian Right of Way	3	0.7%
Pedestrian Violation	3	0.7%
Other Hazardous Violation	2	0.5%
Unsafe Starting or Backing	2	0.5%
Improper Passing	1	0.2%
Unknown	1	0.2%

Source: Transportation Injury Mapping System (TIMS), UC Berkeley SafeTREC, 2023.

The Caltrans Traffic Accident Surveillance and Analysis System was utilized to determine accident rates on state highways for a three-year period ending in December 2021. Results are shown in Table 23.

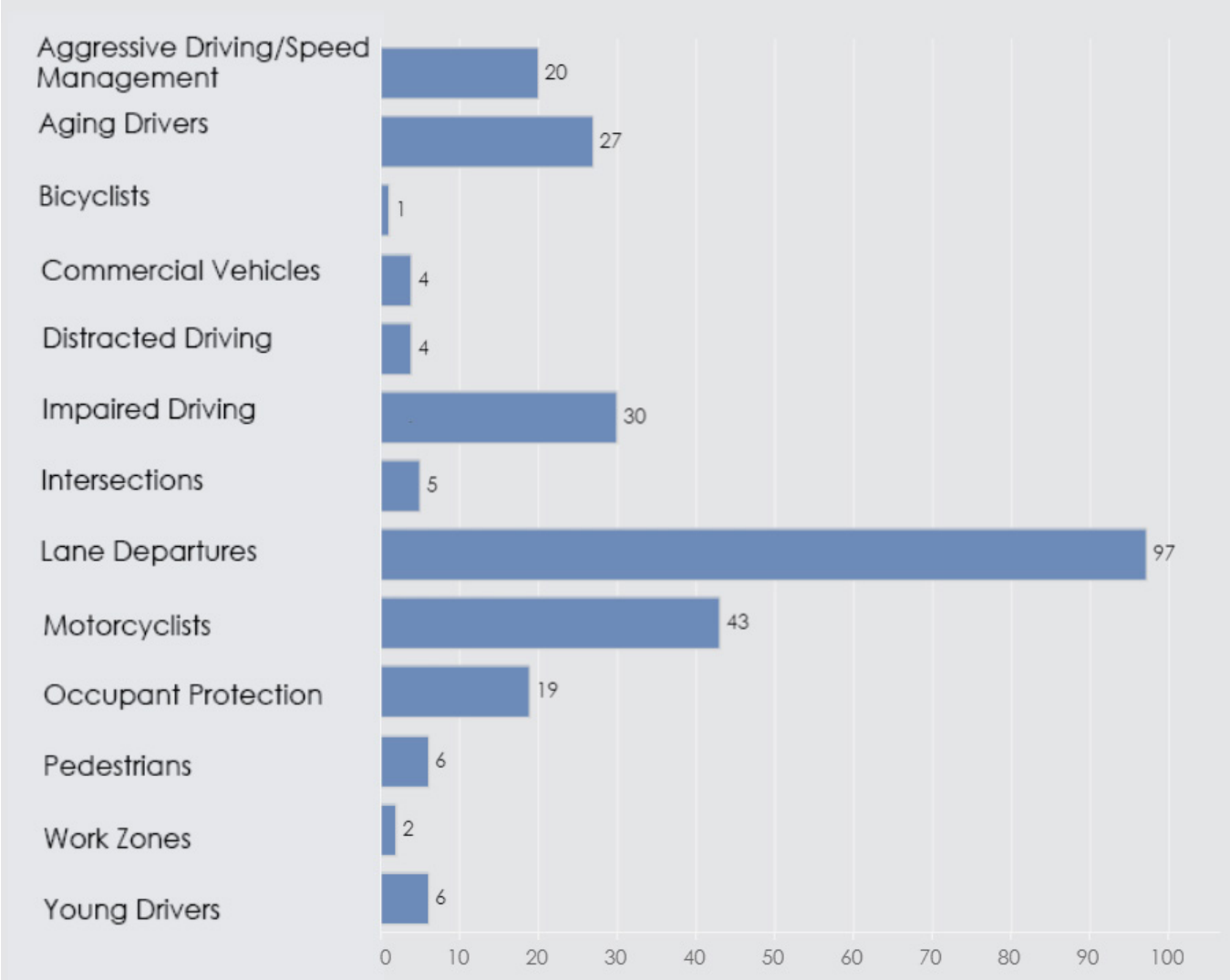
TABLE 23: COLLISION RATES ON STATE HIGHWAYS (PER MILLION VEHICLE MILES)

ROUTE	POST MILE		FATAL CRASHES		FATAL + INJURY CRASHES		TOTAL CRASHES	
	FROM	TO	SEGMENT RATE	COMP AVG RATE	SEGMENT RATE	COMP AVG RATE	SEGMENT RATE	COMP AVG RATE
SR 41	1.87	4.92	0.00	0.051	0.47	0.95	1.42	1.97
SR 49	0.33	48.83	0.017	0.045	0.55	0.73	1.37	1.60
SR 120	41.52	43.75	0.00	0.029	0.00	0.45	0.16	1.03
SR 132	7.70	18.75	0.00	0.053	0.70	0.97	1.25	2.01
SR 140	0.00	51.80	0.01	0.045	0.25	0.79	0.69	1.68

Note: Total Crashes include property damage only crashes.
Source: Caltrans Traffic Accident Surveillance and Analysis System Selective Accident Retrieval, 2023.

As part of the Strategic Highway Safety Plan (SHSP) update, Caltrans created a crash data dashboard to provide details on crash data related to SHSP goals. The dashboard organizes crash data by the Challenge Areas identified in the SHSP. Crashes in Mariposa County by Challenge Area for the five-year period ending in December 2020 are shown in Figure 10. During this period, there were 18 fatal crashes and 96 serious injury crashes.

Figure 10: Five-Year Summary of Crashes by Challenge Area



Source: Caltrans, 2016-2020 Strategic Highway Safety Plan Crash Data Dashboard.

The upcoming Mariposa County LRSP and Mariposa County Active Transportation Plan (ATP) will consider the State Highway Safety Plan (SHSP) and the Safe Systems approach during their development.

VEHICLE MILES OF TRAVEL

Daily vehicle miles traveled (VMT) for Mariposa County, excluding Yosemite National Park, was estimated to be 541,200 in 2020.[1] Home based VMT per resident (miles driven each day per person living in the county) was estimated to be 32.4 and home-based work VMT per employee (miles driven to and from work each day per person working in the county) was estimated to be 23.1 in 2019.[2]

If demographic trends continue, VMT may be expected to decrease slightly or stay flat over the period of this plan. However, changes in travel behavior and transportation systems are expected to occur in response to emerging trends, new technologies, and evolving user preferences. These changes may affect expected travel and VMT.

1 California Public Road Data 2020, California Department of Transportation Highway Performance Monitoring System Data Library.

2 VMT+, https://www.fehrandpeers.com/project/find-my-vmt/, StreetLight, U. S. Census, and Fehr & Peers, 2023.

ROADWAY SYSTEM MAINTENANCE

STATE HIGHWAYS

Caltrans is responsible for the maintenance and rehabilitation of over 50,000 lane miles of state highways. The number of distressed lane miles (those with poor structural condition or with poor ride quality) is an important indicator of the State Highway System's pavement condition. This indicator is used by Caltrans to prioritize road maintenance and repairs. The state has approximately 6,872 distressed lane miles (13.8% of total lane miles) based on an updated 2020 Pavement Condition Survey.[1] This same survey showed that Caltrans District 10, where Mariposa County is located, has approximately 338 distressed lane miles of its 4,339 total lanes miles (9.6%).

Table 24 and Figure 11 provide historical data for the percentage of distressed lane miles for the state and Caltrans District 10. As the table and figure show, District 10 has a lower share of distressed miles than the State of California as a whole. Conditions in recent years for both District 10 and the state have been flat or worsening.

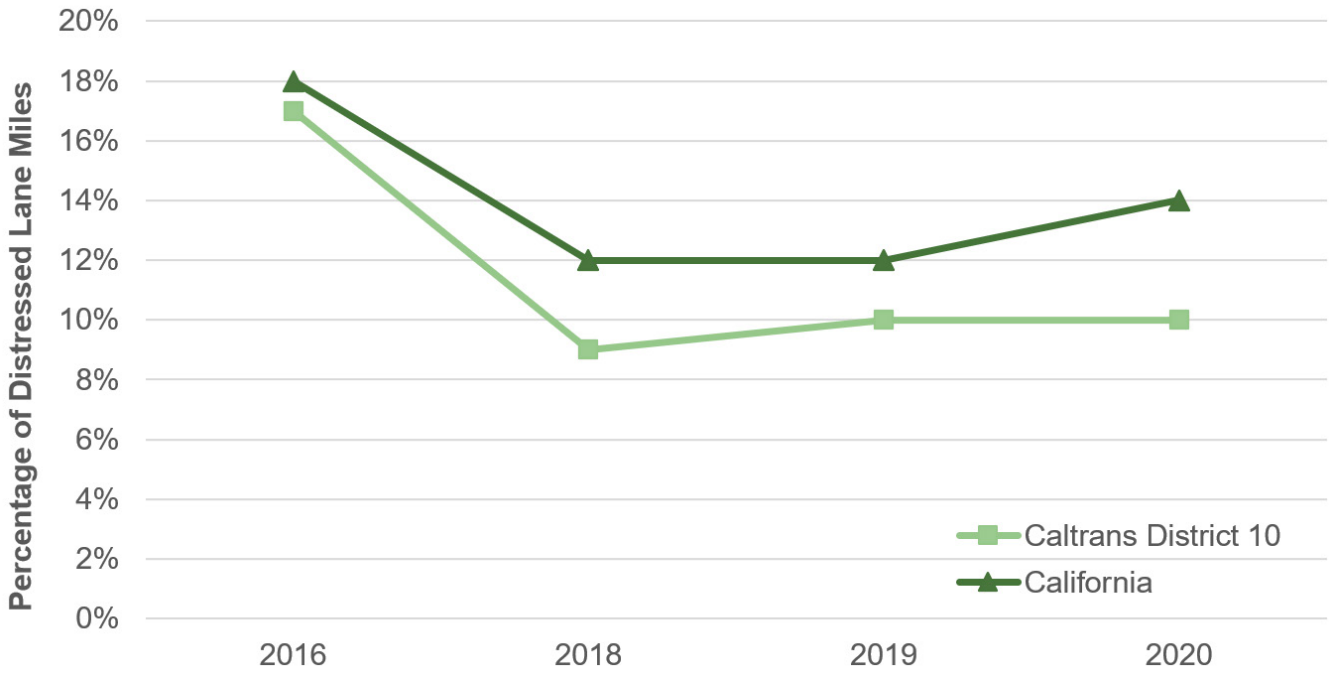
1 2020 State of the Pavement Report, California Department of Transportation, April 2022.

TABLE 24: DISTRESSED LANE MILES BY SURVEY YEAR

REGION	2016	2018	2019	2020
Caltrans District 10	17%	9%	10%	10%
California	18%	12%	12%	14%

Source: 2018 State of the Pavement Report, Caltrans, August 2019. 2019 State of the Pavement Report, Caltrans, September 2020. 2020 State of the Pavement Report, Caltrans, April 2022.

Figure 11: Distressed Lane Miles by Survey Year

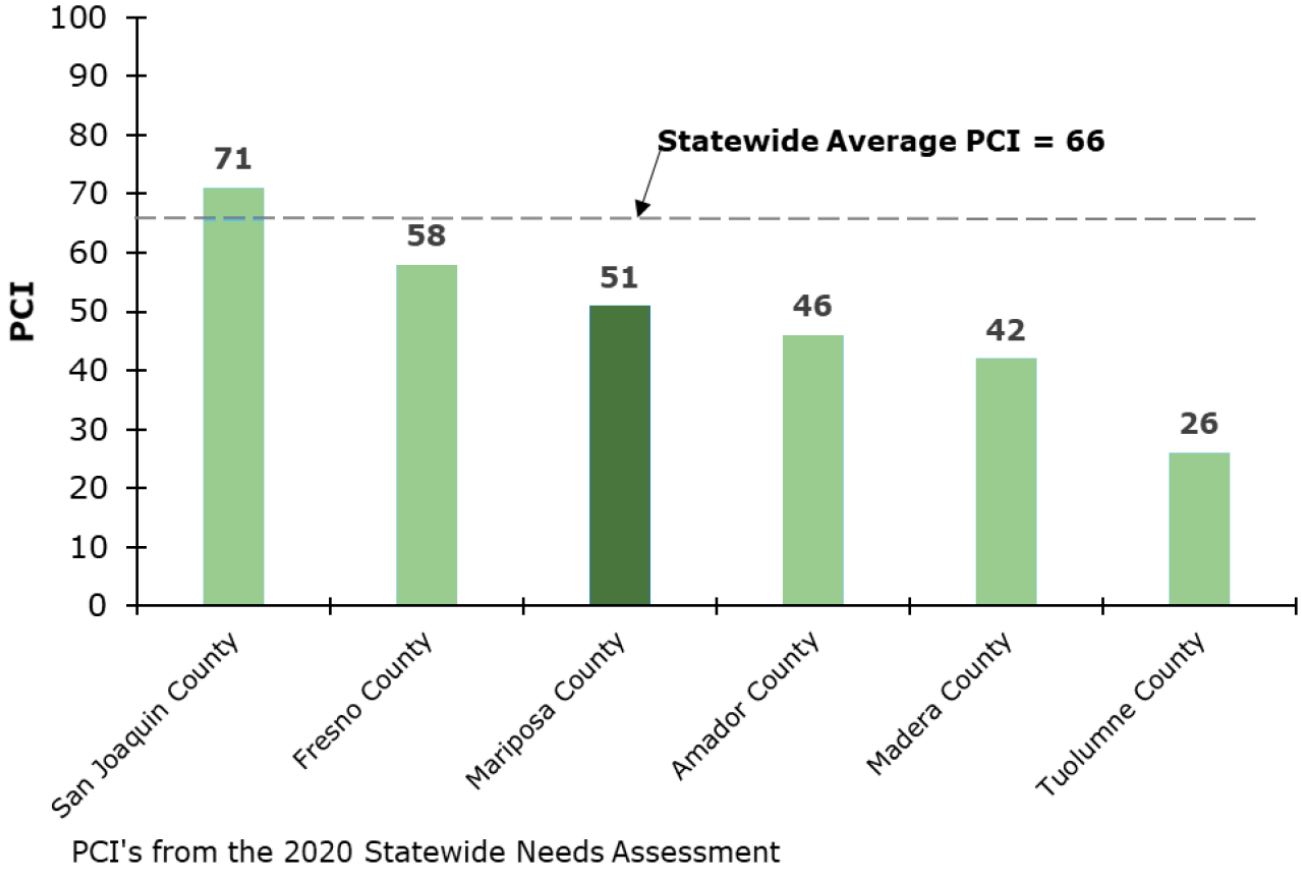


Source: 2020 State of the Pavement Report, California Department of Transportation, April 2022.

LOCAL ROAD MAINTENANCE

The 2021 Mariposa County Pavement Management Report Update indicated that the average Pavement Condition Index (PCI) for local Mariposa County roads is 51, or fair, slightly worse than in 2014, when the average PCI was 53. The report estimated the 10-year maintenance needs to be $109.9 million (2021 dollars) to bring PCI to 66, or good. To maintain an average PCI of 51, an investment of $68.1 million would be required. Figure 12 compares the average Mariposa County PCI to that of neighboring and other rural counties.

Figure 12: Pavement Condition Index Comparison with Neighboring Counties



Source: 2021 Mariposa County Pavement Management Report Update, Mariposa County, November 2021.

MARIPOSA COUNTY BRIDGE NEEDS

The transportation system in Mariposa County includes 55 bridges on County roadways and 34 bridges on State highways. To be eligible for the Federal Highway Bridge Program (HBP), a bridge must have a sufficiency rating of 80 or less to be eligible for rehabilitation, and a sufficiency rating of less than 50 for replacement. The County has 20 bridges with sufficiency ratings between 80 and 50, and another 15 bridges with sufficiency ratings less than 50. The replacement of Darrah Bridge will be complete by summer of 2023. The next bridge anticipated for replacement is on Buckeye Road over Mariposa Creek. There are 15 bridges in Mariposa County listed in the HBP and in various stages of design.

COMPLETED PROJECTS

A list of projects that have been completed since the 2017 RTP, or that are currently in progress as a result of committed funds, is provided in **Appendix C**, Table C-7.

STATE TRANSPORTATION IMPROVEMENT PLAN

The 2022 State Transportation Improvement Program (STIP) regional funding request for Mariposa County is shown in Table 25.

TABLE 25: 2022 STATE TRANSPORTATION IMPROVEMENT PROGRAM

PROJECT NAME	DESCRIPTION	REQUESTED AMOUNT ($1,000)
Planning, Programming, and Monitoring		100
Indian Peak Road Rehabilitation	Pavement - Local Road	805
Merced Falls Road Rehabilititation (Amendment)	Pavement - Local Road	595
Harris Road Bridge	Bridge - Local Reconstruction	910
Indian Peak Bridge	Bridge - Local Reconstruction	630
Old Toll Road Rehabilitation	Pavement - Local Road	1,500
Joe Howard Sidewalk Improvements	Active Transportation - Sidewalk	287
E Whitlock Road Rehabilitation	Pavement - Local Road	830
	Total	**5,667**

Source: MCLTC, 2023.

ROADWAY NETWORK ACTION PLAN

Improvements to the roadway network are an important strategy necessary to achieve the RTP performance targets. The Roadway Network Action Plan supports goals 1, 7, and 8. The projects identified in the RTP below are also consistent with the projects included in the Federal Transportation Improvement Program (FTIP), Regional Transportation Improvement Program (RTIP), and Caltrans Interregional Transportation Improvement Program (ITIP).

Appendix C lists the planned projects for Mariposa County and the goals supported by each project.

- Table C-1 lists short-term financially constrained projects. These projects can reasonably be expected to be funded and begin construction prior to 2032.
- Table C-2 lists long-term financially constrained projects that can reasonably be expected to be funded and constructed between 2032 and 2047.
- Table C-7 lists unconstrained (unfunded) projects that may be constructed prior to the year 2047 if additional revenues are realized or funded by future development.

Public Transit

The MCLTC is the regional planning agency responsible for allocating Transportation Development Act (TDA) funds, conducting the annual unmet transit needs process, and preparing Transit Development Plans. Transit Development Plans are generally regarded as the primary short-term planning guides for smaller transit systems and set a policy framework by which the county's mobility needs are identified and met.

Consolidated Transportation Services Agencies (CTSAs) coordinate social services and carry out intents of the Social Services Transportation Improvement Act of 1979. The purpose of the act was to improve the quality of transportation services to low mobility groups while achieving cost savings and more efficient use of resources. The MCLTC is the designated CTSA for Mariposa County.

The primary public transportation providers serving Mariposa County are Mariposa Public Transit and the Yosemite Area Regional Transportation System (YARTS).

Mariposa Public Transit (Mari-Go) is a general public dial-a-ride service with designated route areas. Vehicle operation is provided weekdays from 8:00 AM to 5:00 PM except on County holidays. Riders must call in advance to schedule rides. Service includes:

- Monday - Highway 49 North, Bear Valley, Hornitos, Catheys Valley Areas
- Monday - Sonora shopping for North County residents
- Tuesday & Thursday - In town of Mariposa and three-mile radius outside of town
- Wednesday - Highway 49 South, Ponderosa Basin, and Lush Meadows areas
- Friday - Highway 140 East, Midpines, and surrounding areas

Mariposa County Transit also operates a curb-to-curb non-emergency medical transportation service, Medi-Trans, for seniors (60 years of age and older) for scheduled medical appointments and/or in-office procedures in Mariposa and surrounding counties. Medical caregivers are allowed to ride along at no additional charge.

Mariposa County Transit Bus
Source: Mariposa County

Table 26 shows system-wide performance measures for Mariposa County Transit. Passengers per service hour and service mile decreased over the period.

TABLE 26: MARIPOSA COUNTY PUBLIC TRANSIT PERFORMANCE MEASURES

PERFORMANCE CATEGORY	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22
Passenger Trips	4,265	5,910	4,308	2,477	7,886
Fare Revenue	$45,907	$70,638	$59,562	$5,960	$81,926
Operating Cost	$349,816	$287,161	$278,184	$278,184	$376,796
Service Hours	1,205	1,336	1,480	2,447	3,577
Vehicle Service Miles	33,921	35,510	44,063	70,528	117,623
Passengers/Service Hour	3.5	4.4	2.9	1.0	2.2
Passengers/Vehicle Service Mile	0.13	0.17	0.10	0.04	0.07
Farebox Recovery Ratio	13.1%	24.6%	21.4%	2.1%	21.7%
Cost/Service Hour	$295.77	$214.94	$187.96	$113.70	$105.34
Cost/Service Mile	$10.31	$8.09	$6.31	$3.94	$3.20

Source: Mariposa County, 2023.

Yosemite Area Regional Transportation System (YARTS) provides fixed-route service between Merced and Yosemite National Park with multiple stops in Mariposa County. YARTS also provides seasonal connections between Yosemite Valley and Sonora, Fresno, and Mammoth Lakes. YARTS allows bicycles on buses, provided there is space to accommodate them. YARTS service also connects to the Merced Amtrak station. YARTS transit routes are shown in Figure 13.

YARTS provides connections to the Merced Amtrak station, which will be served in the future by the Altamont Commuter Express (ACE) and San Joaquin's High Speed Rail service. These regional connections support the California Transportation Plan's goals of improve transit and rail, and expanding access to jobs, good, services, and education.

UNMET TRANSIT NEEDS

Unmet transit needs are those public transportation services which have not been funded or implemented but have been identified through public input, including the annual unmet transit needs public hearing, transit needs studies, or other methods approved by the Commission. For Mariposa County, unmet transit needs specifically include the following:

- Public transit services not currently provided for persons who rely on public transit to reach employment; to reach medical assistance; to shop for food or clothing; or to obtain social services such as health care, County welfare programs, and educational programs.
- Trips requested by the transit dependent or transit disadvantaged persons for which there is no other available means of transportation. Transit dependent or transit disadvantaged persons include but are not limited to, the elderly, the disabled, youth, and persons of limited means.

MCLTC has defined an unmet transit need as "reasonable to meet" if the following conditions prevail:

- New, expanded, or revised transit service, if implemented or funded, would not cause the operator to incur expenditures in excess of the maximum amount of Transportation Development Act (TDA) funds available to the County of Mariposa.
- The proposed transit service does not duplicate transit services currently provided by either public or private operators.
- Support exists as demonstrated through the public hearing process or other means of communication for the proposed service.
- New, expanded, or revised transit service, if implemented or funded, would allow the responsible operator to meet the TDA required rural area farebox and revenue ratio of 10 percent (or higher percentage as determined by the LTC) for the overall system. In addition, service will be considered reasonable if the projected average cost per ride, by type of service can be provided at a cost no higher than 10 percent above the average cost per passenger by type of service within Mariposa County for a period no longer than a year.
- There is supporting data to indicate sufficient ridership potential for the new, expanded, or revised service.
- The proposed transit service shall have a reasonable expectation of future demand and available funding on a long-term basis to maintain the service.
- Is needed and would benefit either the general public or the elderly and disabled population as a whole.

Note that comparing unmet transit needs with the need for streets and roads shall not make the determination of whether an unmet transit need is reasonable to meet.

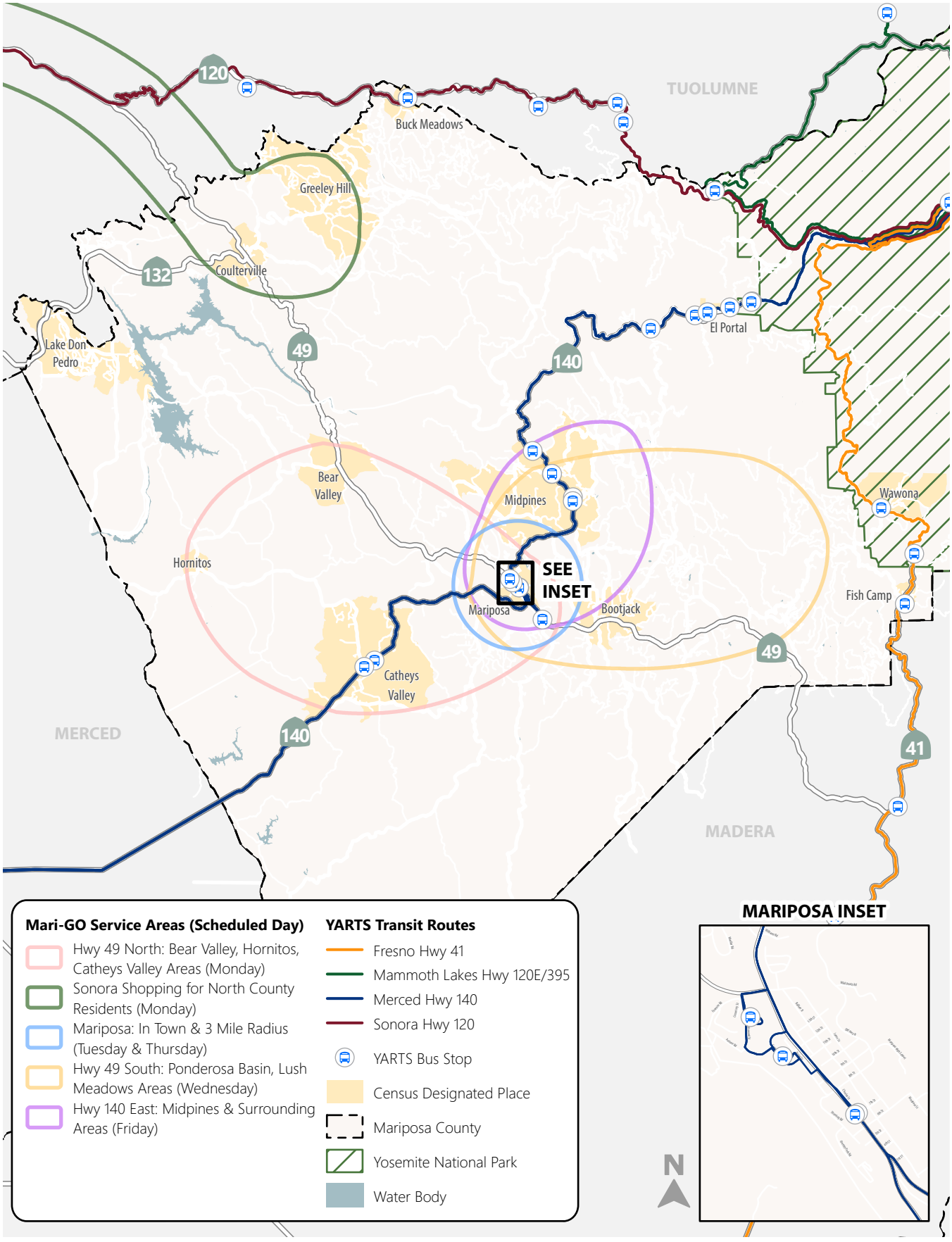
The Social Services Transportation Advisory Council met on April 27, 2022. Despite providing notice in the local paper and County website, there was no public comment. To further seek any known unmet transit needs, public notice was published to allow the public time to provide comments by June 1, 2022. No comments were received. Thus, it was determined that there are no "reasonable to meet" unmet needs to bring before the Commission at this time. MCLTC therefore adopted Resolution LTC 2022-11, "A Resolution Regarding Unmet Needs for Public Transportation" stating that there were no new unmet transit needs that were reasonable to meet and that previously identified needs will continue to be met with the existing transit services.

TRANSIT NETWORK ACTION PLAN

Improvements to the transit network are important to achieve the RTP performance targets. The transit network action plan supports goals 2, 5, 8, and 9.

The updated Short Range Transit Plan for Mariposa County Transit was released in August 2021. **Appendix C**, Table C-3 lists the planned short-range and long-range transit projects.

Figure 13: Transit Service



Bicycle and Pedestrian Facilities

Walking and bicycling are the most prevalent forms of non-motorized transportation in Mariposa County. In addition to helping reduce traffic congestion and automobile emissions, providing safe facilities that encourage walking and bicycling can enhance the quality of life for Mariposa County residents. However, walking and biking facilities in the county are limited.

As shown in Table 12, walking represents about 12.6% and bicycling represents 0.9% of journeys to work in Mariposa County. However, this data does not include trips for purposes other than work. Walking and biking trips are also made for shopping, for going to school, or for recreation, which are all more difficult to measure.

The limited amount of pedestrian and bicycle facilities in Mariposa County may be discouraging residents from walking and bicycling. For walking and bicycling to be a viable transportation option for most people, it must be safe, attractive, and easy to utilize. Generally, this includes use of pathway design techniques that promote safety and eliminate barriers and the placement of paths in sufficient locations and numbers to connect important activity centers such as schools, commercial centers, parks, and residential areas.

The 2011 Mariposa County Bicycle and Pedestrian Transportation Plan was developed to improve these conditions. The plan contains maps of existing and recommended future bicycling and pedestrian facilities and includes lists and discussion of projects to implement the new facilities. An updated Mariposa County Active Transportation Plan is expected to be completed in 2024.

EXISTING BICYCLING FACILITIES

The Mariposa Creek Parkway, a Class I shared use path, exists on the west side of the town of Mariposa. The path runs parallel to SR 140, beginning at Stroming Road, near Jessie Street, and terminating just south of Eighth Street. The total length of the existing path is approximately 0.2 miles. Mariposa County does not have any existing Class II bike lanes or Class III bike routes; however, it is legal to bicycle on all public roads in Mariposa County. Many of the county's rural roads are popular for bicycling, including:

- Bear Valley Road
- Ben Hur Road
- Buckeye Road
- Carleton Road
- Greeley Hill Road
- Guadalupe Fire Road
- Hornitos Road
- Indian Gulch Road
- Old Highway
- Silva Road
- Triangle Road
- Yaqui Gulch Road

State highways are also popular for bicycling, especially where no alternative roads exist (for example, SR 140 between Mariposa, El Portal, and Yosemite National Park).

EXISTING PEDESTRIAN FACILITIES

Marked crosswalks are provided at several locations in Mariposa both at intersections and at mid-block locations; however, many marked crosswalks need maintenance. Curb ramps are typically provided only on newer sidewalk segments.

CURRENT BICYCLE AND PEDESTRIAN PLANNING EFFORTS

Mariposa County is currently pursuing the following pedestrian and bicycle improvements.

Mariposa Creek Parkway: The Mariposa Creek Parkway Master Plan, released in 2019, articulates the vision for a four-mile, linear, off-street multi-use active transportation facility, fully integrated with a larger network of recreational and cultural spaces. The project, envisioned by the Mariposa Town Plan, parallels the Mariposa Creek from the Fairgrounds on SR 49 to the CalFire facility on SR 49. The first sections of the Parkway have been constructed.

Town of Mariposa Transportation Center Feasibility Study: The County completed the Mariposa Transportation Center and Active Transportation Feasibility Study in 2019. This study is Phase 2 of a three-part study, covering detailed plan and concept development. Phase 1, covering visioning and preferred alternatives, was completed in 2017. The transportation center project includes integrated multimodal elements including a rural-scale, multimodal transit center, wayfinding system, active transportation facilities, parking improvements, ADA, safety, and related elements. The project is guided by the following goals:

- Improve mobility, connectivity, and access to transportation services and amenities through multi-modal parking facilities and active transportation (e.g., biking, walking, skating) connections to be useful to the largest array of users.
- Benefit the local economy by developing feasible and effective transportation, circulation and parking solutions while maintaining the important historical character of the community that underpins the local economy.
- Provide easy access to information regarding available transportation services to visitors and mobility-impaired segments of the population through a comprehensive wayfinding program.
- Focus on feasible solutions for improved access to transit, parking availability, and pedestrian and bicycle access using Complete Streets and Safe Routes concepts and incorporating measures to ensure ADA compliance.
- Establish a central transportation hub that streamlines transit in Mariposa, provides a positive first impression for visitors accessing the town via transit, and supports businesses in town.

Merced River Trail: The County is participating in preliminary planning efforts to expand and improve the Merced River Trail from Bagby into Yosemite National Park. Among other goals, by expanding access to the Merced River corridor, the project will facilitate community connections to and stewardship of a landscape that is typically experienced at high speeds in route to more recognizable destinations within the park's boundaries.

BICYCLE AND PEDESTRIAN ACTION PLAN

Improvements to the bicycle and pedestrian networks support achievement of the RTP performance targets. The bicycle and pedestrian action plan supports goals 3, 5, 8, and 9.

The bicycle and pedestrian action plan for Mariposa County includes both a financially constrained plan and a financially unconstrained plan. These plans are presented in **Appendix C** Tables C-5, C-6, and C-7, along with the objectives supported by each project.

Aviation

AVIATION FACILITIES

One public airport exists in Mariposa County. The Mariposa-Yosemite Airport, owned by the County of Mariposa, is a public general aviation airport located at 5020 Macready Way, Mariposa, California 95338. The airport covers an area of approximately 115 acres and contains one runway that is 3,305 feet long and 60 feet wide. Twenty-one single-engine and four multi-engine aircraft are based at the airport, and 9,558 annual operations were conducted at the airport for the twelve months ending June 13, 2019.

Mariposa-Yosemite Airport is in the Federal Aviation Administration's (FAA) National Plan of Integrated Airports System (NPIAS). The FAA grants NPIAS status to airports that have significance to the national system of airports. Because of their value to the system, the FAA provides federal grants to NPIAS airports to maintain and upgrade their facilities. The FAA has several grant programs that cover a wide variety of projects including capital development, routine maintenance, facility upgrades, and airport planning documents. The FAA's Airport Improvement Program (AIP) grant program pays 90-95 percent of a project's cost for general aviation airports.

The 2020 California Aviation System Plan (CASP) classifies Mariposa-Yosemite Airport as a regional general aviation airport. The 2021-2030 Caltrans Division of Aeronautics Capital Improvement Plan included the following projects:

- Airport Perimeter Fencing with Card Access Gate
- Analysis of Runway Cracks
- Design and Construction of Runway Crack Seal & Seal Coat Repair
- Runway Signing, Obstruction Lighting, and Vault Modification
- Self-Serve Fueling System
- Northwest Helicopter Parking with taxi lane

AIRPORT LAND USE PLANNING

The State Aeronautics Act, Public Utilities Code Section 21670 et seq., requires counties with public use airports to conduct airport land use compatibility planning. This function is typically handled by an airport land use commission (ALUC), but counties have the flexibility to develop an alternative process. Counties have the option of designating a single purpose entity, or another existing governing body, to serve as the ALUC. ALUCs have two functions: to prepare an airport land use compatibility plan (ALUCP) for each public use airport for its county and to review local agency land use actions and airport master plans.

The ALUC's authority is limited to land use compatibility and safety concerns within the airport influence area. Each airport's influence area is defined by the ALUCP or a default two mile radius around the airport. Every public use airport regardless of size must have an ALUCP. Guidance for airport land use compatibility planning and ALUC formation and function can be found in Caltrans Division of Aeronautics California Airport Land Use Planning Handbook, October 2011.

An update to the current Mariposa-Yosemite Airport Land Use Plan has been recommended by the Mariposa County Public Works Department and the County Counsel in accordance with Section 500 of the FAA/AIP guide. The current airport Comprehensive Land Use Plan and Airport Master Plan were both completed in 1995 and do not reflect significant changes since that time.

Mariposa-Yosemite Airport

AVIATION ACTION PLAN

Improvements to the aviation network support achievement of the RTP performance targets. The aviation action plan supports goal 4.

Short-Term Actions

Short-term actions for aviation in Mariposa County are defined in the airport's capital improvement program. The current Mariposa-Yosemite Airport Capital Improvement Program contains the projects listed in **Appendix C**, Table C-4.

Long-Term Actions

The following long-term actions are planned for aviation in Mariposa County. Further actions will be developed in conjunction with the update to the airport master plan and comprehensive land use plan.

1. Support increasing YARTS connectivity to the airport.
2. Support trail connections between the airport and Mariposa.
3. Increase marketing efforts to connect airport users to businesses in Mariposa.

Goods Movement

Goods movement in Mariposa County is mostly concentrated on State highways and some County roads. Goods movement via trucks is important for industries in the County listed in Table 7, notably mining, logging, and construction; manufacturing, and farms.Table 27 shows the most recent available truck volumes for selected state highway segments in Mariposa. Each of the state facilities carries significant truck volumes at various locations. The highest percent of truck traffic occurs on SR 140 and SR 49. Of the 14 segments in Caltrans data, only four had shares of trucks with three or more axles exceeding three percent, and only one segment exceeded five percent (9.5 percent) (Caltrans 2020 AADT Truck Traffic Counts). Caltrans reports truck traffic volumes annually; however, not all count locations are updated annually. Seasonal variations and short-term truck volume increases due to construction may not be reflected.

TABLE 27: MARIPOSA COUNTY 2020 TRUCK VOLUMES ON STATE HIGHWAYS

ROUTE	LOCATION (POST MILE)	TOTAL VEHICLE AADT	TRUCK AADT	PERCENT TRUCKS
SR 49	Madera/Mariposa County Line (0.33 O)	3,000	132	4.4%
	Mariposa Jct. SR 140 (18.50 B)	8,500	111	1.3%
	Mariposa Jct. SR 140 (18.51 A)	6,300	189	3.0%
	Coulterville, Jct. SR 132 West (44.67 B)	690	34	4.9%
	Coulterville, Jct. SR 132 West (44.67 A)	670	48	7.2%
SR 132	Coulterville, Jct. SR 49 (18.75 B)	870	35	4.0%
SR 140	Hornitos Road (9.50 B)	3,450	162	4.7%
	Mariposa, South Jct. SR 49 (21.22 B)	11,800	328	2.8%
	Mariposa, South Jct. SR 49 (21.22 A)	9,600	229	2.4%
	Mariposa, Jct. SR 49 North (22.00 B)	8,400	327	3.9%
	Mariposa, Jct. SR 49 North (22.00 A)	4,200	189	4.5%
	Briceburg Station (34.07 B)	2,500	278	11.1%
	Yosemite National Park (51.80 B)	2,800	132	5.1%

Source: Caltrans Traffic Census Program, 2020.

The use of Intelligent Transportation Systems (ITS) technologies and communication software by carriers and truck terminals can help drivers plan for the most appropriate routes through the county. Fleet management centers or contracted service providers can now electronically provide route plans, regulatory clearances, and weight fees. These types of technological advances have increased the efficiency of commercial operations. High truck volumes, especially on two lane roads such as SR 140, SR 41, and SR 49, contribute to travel delay by slowing traffic to less than desired speeds. The addition of truck climbing lanes, turn-outs, and/or passing lanes would help to reduce delays on these facilities. The *Caltrans District 10 Regional Concept of Transportation Operations and ITS/Operational Improvement Plan* (May 2017) includes a number of these improvements on state highways.

STATE HIGHWAY TRUCK NETWORKS

The 1982 Federal Highway Administration (FHWA) Surface Transportation Assistance Act (STAA) required states to allow larger trucks on the National Network, which is comprised of the Interstate system plus the non-Interstate Federal-Aid Primary System. Truck sizes to be accommodated include the following:

- STAA Truck with Single Trailer
  - » 48 feet maximum, or
  - » 53 feet maximum with kingpin-to-rearmost-axle (KPRA) distance of 40 feet maximum (two-axle semitrailer) or 38 feet maximum (single-axle semitrailer).
- STAA Truck with Double Trailer
  - » KPRA distance 28 feet, six inch maximum (each trailer)
- California Legal Truck with Single Trailer
  - » 65 feet maximum; trailers 40 feet maximum (two-axle semitrailer) or 38 feet maximum (single-axle semitrailer).
- California Legal Truck with Double Trailer
  - » 75 feet maximum with trailers 28 feet, six inch maximum (each trailer)

All state highways are assigned route classifications which designate the permissible truck size for the route. In Mariposa County, these are defined as follows: [1]

- SR 41: California legal only
- SR 49
  - » STAA terminal access route south of PM 30.7
  - » California legal only with KPRA advisory north of PM 30.7
- SR 120: California legal only with KPRA advisory
- SR 132: California legal only with KPRA advisory
- SR 140
  - » STAA terminal access route west of PM 22.08
  - » Special restriction: no vehicles more than 45 feet in length east of PM 22.08 due to landslide
  - » 65 feet maximum with one trailer 28 feet, six inch maximum and the other trailer unlimited length.

The C*alifornia Statewide Parking Demand Study* (Febraury 2022) identified a shortage of parking supply in Caltrans District 10 and provides strategies to increase truck parking capacity and better utilize existing infrastructure.

GOODS MOVEMENT ACTION PLAN

The projects discussed in the Roadway Network Action Plan will directly support improving goods movement in Mariposa County. The action plan supports goals 1, 7, and 8.

1 Truck Networks on California State Highways, Caltrans District 10, June 7, 2018

Intelligent Transportation Systems

Intelligent transportation systems (ITS) integrate information technology and communication technologies into the transportation system to maximize the efficient use of transportation infrastructure. The implementation of ITS technologies is aimed at improving safety and enhancing the capacity of the existing transportation facilities through more effective management and operation of the transportation system. The U.S. Department of Transportation advocates implementation of the National ITS Architecture, a framework devised to encourage functional harmony, interoperability, and integration among local, regional, state, and federal ITS applications. Caltrans provides road information for state highways online and via telephone, which is a simple example of an ITS system. Key ITS applications existing or recommended for Mariposa County include transit and traveler information (e.g., telephonic and Web-based travel information access), highway advisory radio, and automatic vehicle location for transit vehicles.

Caltrans District 10 released an Intelligent Transportation System (ITS) / Operational Improvement Plan in May 2017. This plan does not identify specific improvements for Mariposa County.

INTELLIGENT TRANSPORTATION SYSTEMS ACTION PLAN

The short-term and long-term actions below support goal 8.

1. Work with Caltrans District 10 to incorporate Mariposa County projects into the Intelligent Transportation System (ITS) / Operational Improvement Plan.
2. Work with Caltrans District 10 to update the Sierra Nevada ITS Strategic Deployment Plan.

Transportation Systems Management

Transportation Systems Management (TSM) describes a variety of strategies used to maximize the efficiency of the existing transportation system. Techniques used for TSM are generally low-cost measures to reduce travel demand or improve the utilization of existing transportation facilities. Strategies can include striping, parking improvements, signalization timing, and circulation alternatives to reduce congestion.

TRANSPORTATION DEMAND MANAGEMENT

Transportation Demand Management systems focus on reducing or shifting transportation demand to off-peak hours to reduce the need for transportation system capacity increases, reduce congestion, and improve air quality. Telecommuting and working at home is a means of providing workers electronic access to employers from home. Increase in workers working at home due to technological factors as well as the COVID-19 pandemic (as shown in Table 12 and Figure 7) suggests that telecommuting is increasing in Mariposa County. However, broadband internet service in many areas of the county outside of population centers is slow, often via fixed wireless services or satellite.

MULTIMODAL AND INTERMODAL FACILITIES

Multimodal and intermodal facilities and services enable transportation users to switch easily between modes and support efficient use of transportation resources.

MCLTC completed the Mariposa Transportation Center and Active Transportation Feasibility Study in 2019. This study is the second phase of a three-part study, covering detailed plan and concept development. Phase 1, covering visioning and preferred alternatives, was completed in 2017. The plan envisions a rural scale transportation hub with flexible parking, transit options, active transportation choices, and wayfinding guides to facilitate the free flow of visitors and residents.

To encourage and enable multimodal trip-making, all YARTS buses have bicycle racks, though Mari-Go dial-a-ride service does not. The Mariposa-Yosemite Airport is within the Mari-Go service area and connected to the roadway system, but is not connected to active transportation facilities.

TRANSPORTATION SYSTEMS MANAGEMENT ACTION PLAN

The short-term and long-term actions below support goals 2, 3, and 8.

1. Encourage increased marketing efforts in Mariposa County to increase public awareness of transit opportunities.
2. Coordinate with Caltrans to identify and implement traffic flow improvements on state highways.
3. Improve and expand public transportation systems as feasible through the annual unmet transit needs process.
4. Develop and expand facilities to support the use of alternatives to single-occupancy vehicle driving including projects in the Bicycle and Pedestrian Transportation Plan and upcoming Active Transportation Plan, increased transit service, and the Mariposa Transportation Center.
5. Support organizations promoting broadband expansion to increase opportunities to work at home.

Air Quality and Greenhouse Gases

ENVIRONMENTAL SETTING

Mariposa County is located within the Mountain Counties Air Basin (MCAB). The MCAB includes Nevada, Sierra, Plumas, Amador, Calaveras, Tuolumne, and Mariposa counties and a portion of El Dorado and Placer counties. California air basin boundary designations generally cover areas that share similar meteorological and geographic conditions. The MCAB includes both the western and eastern slopes of the Sierra Nevada mountains, including much of the Sierra foothills.

In the foothills, regional airflow patterns are influenced by the mountainous and hill covered terrain, which direct surface air flows, cause shallow vertical mixing, and create areas of high pollutant concentrations by hindering dispersion. Inversion layers frequently occur, where warm air overlays cooler air, and traps pollutants close to the ground.

In the summer, the strong upwind valley air flowing into the basin from the Central Valley to the west is an effective transport medium for ozone precursors and ozone generated in the Bay Area and the Sacramento and San Joaquin valleys. These transported pollutants predominate as the cause of ozone in the MCAB and are largely responsible for the exceedances of the state and federal ozone Ambient Air Quality Standards in the MCAB. The California Air Resources Board (CARB) has officially designated the MCAB as “ozone impacted” by transport from those areas (13 CCR sec. 70500).

EXISTING AIR QUALITY CONDITIONS

The Environmental Protection Agency (EPA) has designated Mariposa County as “moderate nonattainment” for the 2008 and 2015 ozone National Ambient Air Quality Standards (NAAQS). Nonattainment is due primarily to transport of pollutants generated outside of Mariposa County, primarily the San Joaquin Valley, into Mariposa County.

The standards are designed to protect the public from exposure to ground-level ozone. Ozone is unhealthy to breathe, especially for people with respiratory diseases and for children and adults who are active outdoors. The 8-hour ozone standard is based on averaging air quality measurements over 8-hour blocks of time. The EPA uses the average of the annual fourth highest 8-hour daily maximum concentrations of ozone from each of the last three years of air quality monitoring data to determine a violation of the ozone standard.

All of Mariposa County is classified as either attainment or unclassifiable for all other NAAQS.

GREENHOUSE GASES

More efficient vehicles and low-carbon fuel efforts being pursued at the state level will likely afford the greatest reduction in rural GHG emissions. The MCLTC will continue to support these efforts, including the expansion of electric vehicle charging stations within the county.

The State has goals to bring 1.5 million zero-emission vehicles (ZEVs) to California's roads by 2025 and 5 million ZEVs by 2030. The goal also encompasses the need for easy access to ZEV infrastructure to charge those vehicles. In 2018, Executive Order B-48-18 set a goal of having 250,000 chargers by 2025. For passenger vehicle charging in 2030, over 700,000 public and shared private chargers are projected to be needed to support 5 million ZEVs, a portion of which will need to serve medium- and heavy-duty vehicles[1]. To contribute to statewide goals, Mariposa County may support planning for ZEV infrastructure. The *Central Sierra Zero Emission Vehicle Readiness Plan* (September 2019), developed for Tuolumne, Alpine, Amador, and Calavaras counties, provides region-specific ideas about ZEV readiness and plans for the deployment of charging stations.

The low density in most Mariposa County development creates challenges for meeting access and mobility needs via non-automotive modes. As with most rural counties, alternative modes are limited in Mariposa County and are not seen as a significant replacement to the automobile for economic, mobility, and geographic reasons. Additionally, walking and bicycling are more difficult in many areas of the county due to hilly topography. These factors and funding challenges similarly limit the availability of transit within Mariposa County. However, populated areas such as the Town of Mariposa, with concentrations of homes, businesses, government services, and other destinations in close proximity provide good opportunities for residents, workers, and visitors to walk and bike and use transit. The MCLTC will continue to support transit, pedestrian, and bicycle transportation.

1 Electric Vehicle Charging Infrastructure Assessment - AB 2127, https://www.energy.ca.gov/data-reports/reports/electric-vehicle-charging-infrastructure-assessment-ab-2127

AIR QUALITY AND GREENHOUSE GASES ACTION PLAN

The short-term and long-term actions below support goals 5 and 9.

1. Support continued expansion of electric vehicle charging station networks.
2. Encourage the use of alternative fuels and electric vehicles to reduce impacts on air quality as feasible.
3. Coordinate with the Mariposa County Air Pollution Control District on future air quality planning efforts.
4. Identify projects eligible for Congestion Mitigation Air Quality funds to reduce emissions and improve air quality.

Transportation Safety and Security

The transportation system must be safe as well as efficient for all users. Safety includes collision reduction, homeland security, and personal safety and security.

Roadway safety statistics were discussed in the Roadway Network Action Element. Some sections of state highway have higher collision rates than comparable sections statewide.

The Mariposa County Office of Emergency Services (OES) is responsible for the day-to-day administration of the County's disaster preparedness and response program. Per the California Emergency Services Act, the Mariposa County OES is responsible for directing the County's overall emergency response to natural disasters, man-made incidents, or acts of terrorism, in cooperation with local jurisdictions and agencies. The Mariposa County Local Hazard Mitigation Plan (2020) includes a detailed hazard identification and risk assessment for hazards that threaten the county. The Mariposa County Emergency Operations Plan (2018) provides a comprehensive framework for the management of disasters or emergency situations within Mariposa County.

The MCLTC's role in transportation safety and security consists of the following:

- Planning and programming transportation infrastructure improvements
- Serving as a resource of information on transportation system capacities and resulting level of services that might be experienced in relation to certain planned emergency responses
- Identifying opportunities to leverage resources for planning and construction of transportation infrastructure projects that can enhance transportation and security efforts
- Coordinating with Caltrans and local jurisdictions to identify safety and security concerns on key facilities and work to identify funding and implement solutions

TRANSPORTATION SAFETY AND SECURITY ACTION PLAN

The short-term and long-term actions below support goals 1, 4, and 8.

1. Work with Caltrans to implement projects included in the state route TCRs which will increase safety on state highways.
2. Work with the California Highway Patrol, Caltrans, and County agencies to increase public outreach and education and related enforcement initiatives that target high risk behavior issues that improve safety.
3. Implement projects in the Bicycle and Pedestrian Transportation Plan and upcoming Active Transportation Plan to increase safe bicycle and pedestrian access throughout the county.
4. Work with Caltrans to implement projects and plans for natural disaster evacuation routes.

FINANCIAL ELEMENT

The Financial Element identifies the current and anticipated revenue sources and financing techniques available to fund the planned transportation investments described in the Action Element. Additionally, the Financial Element defines realistic financing constraints and opportunities.

The Action Element calls for an extensive list of improvements over the period of the plan. As is true in many other areas of the state, there are not enough existing federal, state, or regional resources to fully fund all the improvements identified. Therefore, this financial analysis presents a constrained funding scenario made up of the revenue that is reasonably expected to be available from existing funding mechanisms over the horizon of the RTP, including projections of the future STIP and federal transportation funds. It also identifies unconstrained (unfunded) transportation needs.

Costs for planned projects have been calculated in year-of-expenditure dollars to account for estimated inflation. All State Highway projects programmed in the State Transportation Improvement Program are shown in year-of-expenditure dollars. The inflation rates were developed by Caltrans to reflect recent trends in the construction industry.

Estimate of Revenues

A key task in the preparation of a long-range transportation funding strategy is an assessment of revenue potentially available from existing federal and state programs and local sources. Table 28 summarizes the revenues available to support operations, maintenance, and projects to improve the Mariposa County transportation system in both the short and long terms. Estimates are consistent with the four-year STIP fund estimate.

TABLE 28: ESTIMATE OF REVENUES TO IMPLEMENT CONSTRAINED PROJECTS

REVENUE SOURCES	ESTIMATED REVENUES ($1,000)		
	SHORT-RANGE	LONG-RANGE	TOTAL
Local			
Measure M - Transient Occupancy Tax (TOT)	$10,950	$21,081	$32,030
Transit Income (Fares)	$985	$1,897	$2,883
Transportation Development Act (TDA)	$1,314	$2,530	$3,844
Local Transportation Fund (LTF)	$109	$211	$320
Subtotal	$13,358	$25,719	$39,077
State			
Regional Improvement Program (RIP)	$6,460	$12,438	$18,898
SB1 Road Maintenance and Rehabilitation Account (RMRA)	$21,899	$42,161	$64,061
Highway User Tax Account (HUTA)	$20,804	$40,053	$60,858
Subtotal	$49,163	$94,652	$143,817
Federal			
Highway Bridge Program (HBP)	$43,799	$84,322	$128,121
Transit Formula Grants for Rural Areas - 5311	$2,190	$4,216	$6,406
Airport Improvement Program (AIP)	$1,642	$3,162	$4,805
Subtotal	$47,631	$88,538	$139,332
GRAND TOTAL ALL REVENUE SOURCES	$110,152	$208,909	$322,226

Source: Mariposa Public Works Department, 2023.

Funding Programs

The passages of the federal Infrastructure Investment and Jobs Act and California SB 1 have improved the outlook for funding transportation maintenance and improvements in California.

At the national level, the federal gas tax has been unchanged at 18.4 cents per gallon since 1997, and thus has experienced a significant decline in real purchasing power. The Bipartisan Infrastructure Law (BIL), passed in 2021, covers fiscal years 2022 to 2026; however, though funding was provided through 2026, no increase to the gas tax was included, and funding shortfalls are likely to continue thereafter.

Federal Funding Programs

BIPARTISAN INFRASTRUCTURE LAW / INFRASTRUCTURE INVESTMENT AND JOBS ACT

On November 15, 2021, President Biden signed into law the BIL, more formally identified as the Infrastructure Investment and Jobs Act (IIJA). It provides $550 billion over fiscal years 2022 through 2026 in new federal investment in infrastructure, including in roads, bridges, mass transit, water infrastructure, resilience, and broadband. The BIL reauthorizes several surface transportation programs, including the federal-aid highway program, transit programs, highway safety, and rail programs.

The BIL provides more flexibility in funding decisions than the previous surface transportation spending bill, the Fixing America's Surface Transportation (FAST) Act. For example, a state may transfer up to 50 percent of Highway Safety Improvement Program (HSIP) funds made available each fiscal year to any other apportionment of the state, including the National Highway Performance Program, Surface Transportation Block Grant Program, Congestion Mitigation and Air Quality Improvement Program, National Highway Freight Program, Carbon Reduction Program, and Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation (PROTECT) Formula Program. Conversely, subject to certain limitations, a state may transfer up to 50 percent of funds made available each fiscal year from each other apportionment of the state to HSIP.

A summary of important federal programs is provided below.

SURFACE TRANSPORTATION BLOCK GRANT PROGRAM (STBGP)

The Surface Transportation Block Grant Program (STBGP) provides flexible funding that may be used by states and localities for projects on any federal-aid highway. In the past, this funding was authorized by the FAST Act, though it is now authorized through the IIJA, with the same goals as FAST Act funding. This funding may be used by states and localities for projects to preserve or improve conditions and performance on any federal-aid highway, bridge projects on any public road, facilities for active transportation, transit capital projects, and public bus terminals and facilities. As under the FAST Act, the IIJA directs FHWA to apportion funding as a lump sum for each state and then divide that total among apportioned programs.

CONGESTION MITIGATION AND AIR QUALITY PROGRAM (CMAQ)

The IIJA continues the Congestion Mitigation and Air Quality Improvement Program (CMAQ) to provide a flexible funding source to state and local governments for transportation projects and programs to help meet the requirements of the Clean Air Act. Funds are directed to transportation projects and

programs that contribute to the attainment of maintenance of National Ambient Air Quality Standards in non-attainment or air quality maintenance areas for ozone, carbon monoxide, or particulate matter under the provisions of the Clean Air Act.

Eligible CMAQ projects include public transit improvements, high occupancy vehicle (HOV) lanes; intelligent transportation infrastructure, traffic management and traveler information systems, employer-based transportation management plans and incentives, traffic flow improvement programs (signal coordination), fringe parking facilities serving multiple occupancy vehicles, shared ride services, bicycle and pedestrian facilities, flexible work-hour programs, outreach activities establishing Transportation Management Associations (TMAs), and fare/fee subsidy programs.

AIRPORT IMPROVEMENT PROGRAM (AIP)

The Federal AIP provides grants to public agencies and private owners and entities for the planning and development of public-use airports that are in the National Plan of Integrated Airport System and the Airports Capital Improvement Plan (NPIAS-ACIP). Eligible projects include improvements related to enhancing airport safety, capacity, security, and environmental concerns. In general, AIP funds can be used on most airfield capital improvements or repairs such as runways, taxiways, airport signage, airport lighting, and airport markings.

BRIDGE INVESTMENT PROGRAM (BIP)

The IIJA establishes the Bridge Investment Program (BIP) to provide grants, on a competitive basis, to improve bridge condition and the safety, efficiency, and reliability of the movement of people and freight over bridges. Projects eligible for funding under BIP include projects to replace, rehabilitate, preserve, or protect a bridge on the National Bridge Inventory (NBI); and projects to replace or rehabilitate culverts on the NBI for the purpose of improving flood control and improved habitat connectivity for aquatic species.

CARBON REDUCTION PROGRAM (CRP)

The IIJA establishes the Carbon Reduction Program (CRP), which provides funds for projects designed to reduce carbon dioxide (CO2) emissions from on-road highway sources.

CRP funds may be obligated for projects that support the reduction of transportation emissions, including, but not limited to the following:

- a project described in 23 U.S.C. 149(b)(4) to establish or operate a traffic monitoring, management, and control facility or program
- a public transportation project eligible under 23 U.S.C. 142
- the construction, planning, and design of on-road and off-road trail facilities for pedestrians, bicyclists, and other nonmotorized forms of transportation
- a project described in 23 U.S.C. 503(c)(4)(E) for advanced transportation and congestion management technologies
- a project to replace street lighting and traffic control devices with energy-efficient alternatives
- a project or strategy designed to support congestion pricing, shifting transportation demand to nonpeak hours or other transportation modes, increasing vehicle occupancy rates, or otherwise reducing demand for roads, including electronic toll collection, and travel demand management strategies and programs
- efforts to reduce the environmental and community impacts of freight movement

- a project that supports deployment of alternative fuel vehicles, including:
  - » acquisition, installation, or operation of publicly accessible electric vehicle charging infrastructure or hydrogen, natural gas, or propane vehicle fueling infrastructure; and
  - » purchase or lease of zero-emission construction equipment and vehicles, including the acquisition, construction, or leasing of required supporting facilities

FEDERAL LANDS ACCESS PROGRAM (FLAP)

The Federal Lands Access Program (FLAP) was established in 23 U.S. Code 204 to improve transportation facilities that provide access to, are adjacent to, or are located within federal lands. Over the five years of the IIJA, the FLAP will receive over 14 percent more than the amounts authorized in the FAST Act (FY 2016-20). The FLAP supplements state and local resources for public roads, transit systems, and other transportation facilities, with an emphasis on high-use recreation sites and economic generators.

PROMOTING RESILIENT OPERATIONS FOR TRANSFORMATIVE, EFFICIENT, AND COST-SAVING TRANSPORTATION (PROTECT) FORMULA PROGRAM

The IIJA establishes the Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT) Formula Program to help make surface transportation more resilient to natural hazards, including climate change, sea level rise, flooding, extreme weather events, and other natural disasters through support of planning activities, resilience improvements, community resilience and evacuation routes, and at-risk costal infrastructure. The PROTECT Program includes both formula funding distributed to states and competitive grants.

HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)

The IIJA continues the Highway Safety Improvement Program (HSIP) to achieve a significant reduction in traffic fatalities and serious injuries on all public roads, including non-state-owned public roads and roads on tribal land. The HSIP requires a data-driven, strategic approach to improving highway safety on all public roads that focuses on performance.

SAFE STREETS AND ROADS FOR ALL (SS4A)

The IIJA establishes the new Safe Streets and Roads for All (SS4A) discretionary grant program, which supports local initiatives to prevent death and serious injury on roads and streets, commonly referred to as “Vision Zero” or “Toward Zero Deaths” initiatives. The SS4A program supports the U.S. Department of Transportation’s (DOT) National Roadway Safety Strategy and a goal of zero deaths and serious injuries on our nation’s roadways.

FEDERAL TRANSIT ADMINISTRATION (FTA)

The IIJA continues funding for transit, including the following programs:

Enhanced Mobility of Seniors & Individuals with Disabilities

This program (49 U.S.C. 5310) provides formula funding to states for the purpose of assisting private nonprofit groups in meeting the transportation needs of older adults and people with disabilities when the transportation service provided is unavailable, insufficient, or inappropriate to meeting these needs. Funds are apportioned based on each state's share of the population for these two groups. Formula funds are apportioned to direct recipients; for rural and small urban areas, this is the state Department of Transportation. The program aims to improve mobility for seniors and individuals with disabilities by removing barriers to transportation service and expanding transportation mobility options. This program supports transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities.

Rural Transportation Assistance Program

The Rural Transit Assistance Program (49 U.S.C. 5311(b)(3)) provides a source of funding to assist in the design and implementation of training and technical assistance projects and other support services tailored to meet the needs of transit operators in nonurbanized areas. States may use RTAP funds to support nonurbanized transit activities in four categories: training, technical assistance, research, and related support services.

The RTAP formula first allocates $65,000 to each state and Puerto Rico, and $10,000 to the Insular Areas of Guam, American Samoa, and Northern Marianas, and then distributes the balance according to nonurbanized population of the states. The national component is competitively selected every five years and is funded under a competitive cooperative agreement.

Grants for Buses and Bus Facilities Program

The Grants for Buses and Bus Facilities Competitive Program (49 U.S.C. 5339(b)) makes federal resources available to states and direct recipients to replace, rehabilitate, and purchase buses and related equipment and to construct bus-related facilities, including technological changes or innovations to modify low or no emission vehicles or facilities. Funding is provided through formula allocations and competitive grants. For Fiscal Year 2023, $469.4 million in funding is available under the Grants for Buses and Bus Facilities Program.

State Funding Programs

ACTIVE TRANSPORTATION PROGRAM (ATP)

The Active Transportation Program was created in 2013 and consolidates existing federal and state transportation programs, including the Transportation Alternatives Program (TAP), Bicycle Transportation Account (BTA), and Safe Routes to School (SRTS), into a single program with a focus to make California a national leader in active transportation. The MCLTC completed the Mariposa County Bicycle and Pedestrian Transportation Plan in 2011. An update to this plan in accordance with the requirement of this program is underway and is expected to be completed in 2024.

AGENCY ON AGING

The California Department of Aging (CDA) administers programs that serve older adults, adults with disabilities, family caregivers, and residents in long-term care facilities throughout the state. These services are provided locally by contracted agencies. The Area 12 Agency on Aging, serving Amador, Calaveras, Mariposa, and Tuolumne counties, provides an online directory of transportation options for older adults and their families.

CALIFORNIA AIRPORT IMPROVEMENT PROGRAM (AIP)

The Caltrans Division of Aeronautics administers the Airport Improvement Program as specified in the IIJA. Once a Federal Aviation Administration (FAA) AIP Grant has been executed, the sponsoring agency may apply to the State for a 5 percent matching grant. To qualify for an Airport Improvement Program (AIP) Matching Grant, the project must be included in the most recently adopted Capital Improvement Plan (CIP).

HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)

Caltrans administers the Highway Safety Improvement Program (HSIP) specified as part of the IIJA. This program uses cost-benefit ratios as a primary factor in the awarding of applications. Because the program focuses on roadway safety, projects with documented collision history – through frequency of collision but particularly collision severity – are typically ranked higher.

STATE TRANSPORTATION IMPROVEMENT PROGRAM (STIP), INTERREGIONAL IMPROVEMENT PROGRAM (IIP), AND REGIONAL IMPROVEMENT PROGRAM (RIP)

The STIP is a five-year multimodal program that is funded through the State Highway Account and other sources. All STIP projects must be capital projects (including project development costs) needed to improve transportation. These projects generally include, but are not limited to, improving state highways, local roads, public transit, intercity rail, pedestrian and bicycle facilities, grade separations, transportation system management, transportation demand management, sound walls, intermodal facilities, safety, and environmental enhancement and mitigation.

The STIP consists of two broad programs. Seventy-five percent of the funds available to the STIP are committed to the Regional Improvement Program (RIP). Projects to be funded from the RIP are selected by regional transportation planning agencies and are included in their Regional Transportation Improvement Programs (RTIPs). The RTIP may propose to program or reserve up to five percent of the county share for project planning, programming, and monitoring by the transportation planning agency. The remaining 25 percent of STIP funds will be available to Caltrans for state highways, intercity

rail, grade separation, and mass transit guideway improvements. This funding program is called the Interregional Improvement Program (IIP) and Caltrans list of projects will be known as the Interregional Transportation Improvement Program (ITIP).

LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP)

The Low Carbon Transit Operations Program (LCTOP) is one of several programs that are part of the Transit, Affordable Housing, and Sustainable Communities Program established by the California Legislature in 2014 by Senate Bill 862. The LCTOP was created to provide operating and capital assistance for transit agencies to reduce greenhouse gas emission and improve mobility, with a priority on serving disadvantaged communities. Approved projects in the LCTOP will support new or expanded bus or rail services, expand intermodal transit facilities, and may include equipment acquisition, fueling, maintenance, and other costs to operate those services or facilities, with each project reducing greenhouse gas emissions.

PUBLIC TRANSPORTATION, MODERNIZATION, IMPROVEMENT, AND SERVICE ACCOUNT (PTMISEA)

Approved as Proposition 1B on the November 2006 ballot, the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act includes $4 billion for the Public Transportation, Modernization, Improvement, and Service Account (PTMISEA). Of this amount, $3.6 billion is designated for public transportation projects that protect the environment and public health, conserve energy, reduce congestion, and increase mobility and access. Funds are distributed by formula based on population or revenue to transit operators for capital projects.

RURAL PLANNING ASSISTANCE (RPA)

RPA is state transportation planning funding included in a State Budget line item that is allocated annually by the Caltrans Office of Regional Planning (ORP) (via a population tiered formula) to the 26 rural RTPAs per PUC 99311.1.

STATE HIGHWAY OPERATIONS AND PROTECTION PROGRAM (SHOPP)

The SHOPP is a 10-year program developed by Caltrans for the expenditure of transportation funds for major capital improvements that are necessary to preserve and protect the state highway system. Projects included in the SHOPP are limited to capital improvements relative to maintenance, safety, and rehabilitation of State highways and bridges, which do not add capacity to the system.

STATE TRANSIT ASSISTANCE FUNDING (STA)

State Transit Assistance funds can be used for the operation of public transportation and transit capital purchases, but are subject to performance criteria for utilization for operating purposes. These funds are allocated to regional transportation planning agencies pursuant to Sections 99313 and 99314 of the Public Utilities Code. The 99313 funds are allocated based on population, and the 99314 funds are allocated based on transit revenues collected.

Local Revenue

GAS TAX REVENUE AND GAS TAX SWAP (GASOLINE EXCISE TAX SUBVENTION)

Gas tax revenues are generated through an excise tax on motor fuel imposed by the State of California. Gas tax funds are distributed to cities and counties formulaically to be used for street and road maintenance. Subventions are expected to continue for local jurisdictions based on existing formulas. After transportation bond debt payments, 44 percent of the gasoline excise tax is directed to local jurisdictions to support street and road maintenance. The state annually adjusts the excise tax to account for the decreased gasoline sales tax and maintain revenue neutrality. Thus, funds may vary year to year as consumption varies (due to economic conditions, fuel efficiency or other factors) and price varies (due to volatility of gas production and supply).

LOCAL TRANSPORTATION FUND (LTF)

Local Transportation Fund is a revenue source generated by 1/4 cent of the 8 1/4 cent retail sales tax collected statewide. Funds are apportioned to each county based on the amount of tax collected in that county. The MCLTC has the authority to allocate LTF funds for transit services, community transit services, pedestrian and bike projects, and roadways. In regions with less than 500,000 in population, funds may be used for streets and roads purposes if it is determined that there are no transit needs that are reasonable to meet.

TRANSIT FARES

Funds generated by passenger fares on transit services are used to help fund system operating costs. Under the requirements of the Transportation Development Act (TDA), fares must generate at least 10 percent of the operating revenue for transit systems in Mariposa County.

LOCAL TRAFFIC IMPACT FEES

Under state law local jurisdictions may impose fees on development to mitigate impacts on traffic generated by the new development on the road system.

COMPARISON OF PROJECTED EXPENDITURES AND REVENUES

Projected expenditures associated with the 2022-2047 Regional Transportation Plan must be constrained within the anticipated revenues. This section compares the short-term and long-term action plans for each mode with the anticipated revenues for the 2022-2047 timeframe. Revenues for roadway network capital projects and maintenance costs are compared in Table 29 below.

TABLE 29: PROJECT COST ESTIMATES (IN THOUSANDS)

	SHORT-RANGE FY 2022/23 - 2031/32	LONG-RANGE FY 2032/33 - 2046/47	TOTAL
Road	$33,135	$30,400	$63,535
Bridge	$24,750	$60,500	$85,250
Transit	$3,500	$0	$3,500
Aviation	$650	$0	$650
Bicycle & Pedestrian	$8,800	$0	$8,800
Total Costs	$70,835	$90,900	$161,735
Total Revenues	$110,152	$208,909	$322,226
Surplus/Deficit	$39,317	$118,009	$160,491

Source: Mariposa Public Works Department, 2023.

This table shows a surplus in both the short-term and long-term planning horizons. However, this surplus is primarily due to the limited number and scope of planned projects, not robust revenue. It is assumed that reasonably available forecasted revenue is sufficient over the entire planning period to fund programmed and planned improvements.

Potential Regional Revenue Options

Providing adequate funding for the actions recommended in this RTP will require a combination of funding mechanisms. Due to expected challenges at the federal and state levels, local jurisdictions will have to rely more heavily on their own resources. Described below are potential local funding programs that have been successful in other jurisdictions and are applicable for use in Mariposa County.

- **Local Option Sales Taxes:** These taxes have been instituted in several counties to fund transportation improvements. Future increases in traffic congestion and the limited amount of state funding available to implement needed transportation improvements may make this a viable option to Mariposa County residents in the future. Local option sales tax funding for transportation improvements has been approved by voters in many of the metropolitan counties. It appears that voters are generally receptive to such a tax, when the specific projects to be funded by the tax meet the needs identified by the voters.
- **Local Option Motor Vehicle Fuel Taxes:** These taxes can be implemented by a two-thirds endorsement of Mariposa County voters and an agreement between applicable agencies on the amount of tax and allocation of revenues.
- **Conditions of Development:** Conditions may be placed on proposed development, which contributes to a transportation system impact. A development may be conditioned to assist in the implementation of any improvement directly related to their development.
- **General Obligation Bond Measures:** Cities and counties may issue general obligation bonds payable through increased property taxes by a two-thirds majority vote of the general electorate. These bonds may be used to fund government services, including transportation improvements.
- **Benefit Assessment Districts:** This allows local governments to recover the costs of public improvements directly from property owners benefiting from the project(s). The assessment is based on the premise that the transportation improvement project(s) enhances the value of the affected property. Assessments are enacted according to a zone of benefit, with each affected parcel being assessed a specified dollar amount. The amount of revenue generated from an assessment district is dependent on the cost of its proposed public improvements.
- **Mello-Roos Community Facilities Districts:** This source of revenue provides for the issuance of tax-free municipal bonds by creating a special tax assessment district to repay the debt. Local jurisdictions may form the district and levy a special tax after two-thirds approval of the voters (or if uninhabited, two-thirds of the landowners) within the proposed district. Total revenues are dependent on the costs of proposed projects.

49
TUO
0.00
49
MPA
48.80

APPENDIX A: REGIONAL TRANSPORTATION PLAN CHECKLIST

(Revised December 2016)

(To be completed electronically in Microsoft Word format by the RTPA and submitted along with the draft and final RTP to Caltrans)

Name of RTPA: Mariposa County Local Transportation Commission

Date Draft RTP Completed: April 7, 2023

RTP Adoption Date: TBD

What is the Certification Date of the Environmental Document (ED)? TBD

Is the ED located in the RTP or is it a separate document? Separate document

By completing this checklist, the RTPA verifies the RTP addresses all of the following required information within the RTP.

Regional Transportation Plan Contents

General

		Yes/No	Page #
1.	Does the RTP address no less than a 20-year planning horizon? (23 CFR 450.322(a))	Yes	1
2.	Does the RTP include both long-range and short-range strategies/actions? (23 CFR 450.324(b) "Should" for RTPAs)	Yes	1, 51, 66
3.	Does the RTP address issues specified in the policy, action and financial elements identified in California Government Code Section 65080?	Yes	21, 51, 83
4.	Does the RTP include Project Intent i.e. Plan Level Purpose and Need Statements?	Yes	1, 41

Consultation/Cooperation

		Yes/No	Page #
1.	Does the RTP contain a documented public involvement process that meets the requirements of Title 23, CFR part 450.210(a)?	Yes	38, App. B
2.	Does the documented public involvement process describe how the RTPA will seek out and consider the needs of those traditionally underserved by the existing transportation system, such as low-income and minority households, who may face challenges accessing employment and other services? (23 CFR 450.210(a)(1)(viii))	Yes	38, App. B
3.	Was a periodic review conducted of the effectiveness of the procedures and strategies contained in the participation plan to ensure a full and open participation process? (23 CFR part 450.210(a)(1)(ix))	Yes	2
4.	Did the RTPA consult with the appropriate State and local representatives including representatives from environmental and economic communities; airport; transit; freight during the preparation of the RTP? (23 CFR 450.316(b) "Should" for RTPAs)	Yes	2
3.	Did the RTPA who has federal lands within its jurisdictional boundary involve the federal land management agencies during the preparation of the RTP? (23 CFR 450.216(j))	Yes	2
6.	Where does the RTP specify that the appropriate State and local agencies responsible for land use, natural resources, environmental protection, conservation and historic preservation consulted? (23 CFR part 450.216(j))	Yes	2

7.	Did the RTP include a comparison with the California State Wildlife Action Plan and (if available) inventories of natural and historic resources? (23 CFR part 450.216(j))	Yes	24, 31, 33
8.	Did the RTPA who has a federally recognized Native American Tribal Government(s) and/or historical and sacred sites or subsistence resources of these Tribal Governments within its jurisdictional boundary address tribal concerns in the RTP and develop the RTP in consultation with the Tribal Government(s)? (23 CFR part 450.216(i))	Yes	3
9.	Does the RTP address how the public and various specified groups were given a reasonable opportunity to comment on the plan using the public involvement process developed under 23 CFR part 450.210(a)? (23 CFR 450.210(a)(1)(iii))	Yes	2, 38
10.	Does the RTP contain a discussion describing the private sector involvement efforts that were used during the development of the plan? (23 CFR part 450.210(a))	Yes	2
11.	Is the RTP coordinated and consistent with the Public Transit-Human Services Transportation Plan? (23 CFR part 450.208(h))	Yes	28
12.	Were the draft and adopted RTP posted on the Internet? (23 CFR part 450.216(o))	Yes	2
13.	If the RTPA made the election allowed by Government Code 65080(b)(2)(M) to change the RTP update schedule (from 5 to 4 years) and change the local government Housing Element update schedule (from 5 to 8 years), was the RTP adopted on the estimated date required to be provided in writing to State Department of Housing and Community Development pursuant to Government Code 65588(e)(5) to align the Regional Housing Need Allocation planning period established from the estimated RTP adoption date with the local government Housing Element planning period established from the actual RTP adoption date?	NA	NA

Modal Discussion

		Yes/No	Page #
1.	Does the RTP discuss intermodal and connectivity issues?	Yes	46, 79
2.	Does the RTP include a discussion of highways?	Yes	43, 53-59, 63
3.	Does the RTP include a discussion of mass transportation?	Yes	44, 67-69
4.	Does the RTP include a discussion of the regional airport system?	Yes	45, 73-74
5.	Does the RTP include a discussion of regional pedestrian needs?	Yes	44, 71-72
6.	Does the RTP include a discussion of regional bicycle needs?	Yes	44, 71-72
7.	Does the RTP address the California Coastal Trail? (Government Code 65080.1) (For MPOs and RTPAs located along the coast only)	NA	NA
8.	Does the RTP include a discussion of rail transportation?	Yes	51
9.	Does the RTP include a discussion of maritime transportation (if appropriate)?	NA	NA
10.	Does the RTP include a discussion of goods movement?	Yes	46, 75-76

Programming/Operations

		Yes/No	Page #
1.	Is the RTP consistent (to the maximum extent practicable) with the development of the regional ITS architecture? (23 CFR 450.208(g))	Yes	47, 78
2.	Does the RTP identify the objective criteria used for measuring the performance of the transportation system?	Yes	49-50
3.	Does the RTP contain a list of un-constrained projects?	Yes	App. C

Financial

		Yes/No	Page #
1.	Does the RTP include a financial plan that meets the requirements identified in 23 CFR part 450.322(f)(10) (“Should” for RTPAs)	Yes	83
2.	Does the RTP contain a consistency statement between the first 4 years of the fund estimate and the 4-year STIP fund estimate? (Government Code 65080(b)(4)(A))	Yes	84
3.	Do the projected revenues in the RTP reflect Fiscal Constraint? (Government Code 65080(b)(4)(A))	Yes	84
4.	Does the RTP contain a list of financially constrained projects? Any regionally significant projects should be identified. (Government Code 65080(4)(A))	Yes	66, App. C
5.	Do the cost estimates for implementing the projects identified in the RTP reflect “year of expenditure dollars” to reflect inflation rates? (23 CFR part 450.324(f)(11)(iv)) (“Should” for RTPAs)	Yes	App. C
6.	After 12/11/07, Does the RTP contain estimates of costs and revenue sources that are reasonably expected to be available to operate and maintain the freeways, highway and transit within the region? (65080(b)(4)(A) (23 CFR 450.324(f)(11)(i))	Yes	92
7.	Does the RTP contain a statement regarding consistency between the projects in the RTP and the ITIP? (2016 STIP Guidelines Section 33)	Yes	66
8.	Does the RTP contain a statement regarding consistency between the projects in the RTP and the FTIP? (2006 STIP Guidelines section 19)	Yes	66

Environmental

		Yes/No	Page #
1.	Did the MPO/RTPA prepare an EIR or a program EIR for the RTP in accordance with CEQA guidelines?	Yes	1
2.	Does the RTP contain a list of projects specifically identified as TCMs, if applicable?	NA	NA
4.	Does the RTP specify mitigation activities? (23 CFR part 450.216(k))	No	NA
5.	Where does the EIR address mitigation activities?	No	NA
6.	Did the MPO/RTPA prepare a Negative Declaration or a Mitigated Negative Declaration for the RTP in accordance with CEQA guidelines?	Yes	1
7.	Does the RTP specify the TCMs to be implemented in the region? (federal nonattainment and maintenance areas only)	NA	NA

I have reviewed the above information and certify that it is correct and complete.

(Must be signed by RTPA Executive Director or designated representative)

Date

Shannon Hansen

Executive Director - MCLTC

APPENDIX B: PUBLIC OUTREACH SUMMARY & MATERIALS

Date: December 6, 2022

To: Jeannie Morvay-Clayton, Mariposa County

From: Sonia Anthoine and Rod Brown, AICP, PTP, RSP$_1$, Fehr & Peers

Subject: Community Engagement Efforts for the Mariposa County Regional Transportation Plan Update

RS22-4183

Introduction

Public involvement is a major component of the transportation planning process. Every person in Mariposa County is affected by transportation and therefore is an important part of the transportation planning process and the Mariposa County Regional Transportation Plan (RTP) update.

Public input on transportation needs and concerns was solicited via an online survey and by in-person outreach at local events. Information about the survey and events and the input gathered, are summarized below. The results of this public participation will be used to help identify issues and solutions to be incorporated into the RTP update.

Online Survey

An online survey accessible from phones, tablets, and computers was created using the Microsoft Forms platform. The survey was publicized on the Mariposa County website, on Facebook, and at the Mariposa Farmers' Market as described in more detail below. Information on how to access the survey via QR code and web link were also mailed to every household in Mariposa County (roughly 7,850 households). Outreach materials are included in Appendix A.

The survey solicited input about how people travel in the county, what they like about travelling in the county, and transportation improvements they would like to see implemented. The survey also requested demographic information about the survey respondents. The survey had a three-month response period, opening in mid-August 2022 and closing late November 2022. 172 responses were received by November 27, 2022.

Demographically, most respondents were greater than 65 years old, and 67 percent identified as women. 73 percent of respondents live in the 95338 zip code (Mariposa, Bear Valley, Bootjack, and adjacent areas), and 6 percent live in the 95306 zip code (Catheys Valley and adjacent areas).

Concerns identified in the survey included the following:

- Respondents were most pleased by the general lack of congestion on Mariposa County roadways.
- Not feeling safe on roads in the County prevents respondents from walking and biking more.
- Respondents expressed lack of knowledge about the local transit/paratransit system (Mari-Go and Medi-Trans)
- Lack of connections to desired destinations and inconvenient scheduling prevent many respondents from using transit. Current transit riders identified the same issues.
- Drivers were generally satisfied by the condition of State highways but dissatisfied by the condition of local roads. They were also concerned about safety on State highways.
- Pedestrians had concerns with missing sidewalks and uneven sidewalks, overgrown vegetation, or missing curb cuts.
- Bicyclists were concerned by the lack of bicycling infrastructure, poor road and shoulder conditions, the lack of respect they receive from drivers, and a lack of secure bicycle parking.
- Respondents with children attending local schools felt there were insufficient safe bicycling and pedestrian routes for students to get to school.
- Respondents were willing to pay more for better transportation facilities.
- Respondents were concerned by air pollution and greenhouse gas emissions.
- General comments included:
    - Desire for more streetlights
    - Desire for more bicycle and pedestrian facilities, including trails
    - Desire for better transit services
    - User approval of Medi-Trans services

Detailed survey results are provided in Appendix B.

Farmers' Market Booth

To meet people where they are, rather than requiring them to come to meeting specifically for the RTP update, project staff hosted a booth at the Mariposa Farmers' Market on August 24, 2022, and October 26, 2022. These events provided the opportunity for engagement from a broader cross-section of the public than that which would attend a typical project-specific public meeting. Materials used in the booths, including posters, handouts, and comment cards, are included in Appendix C.

Mariposa County RTP booth at the Mariposa Farmers' Market (August 24, 2022).

At the booths, Mariposa County and consultant staff discussed the RTP update process with the public, solicited input through voting on priority posters comment cards, and directed the public to the online survey. Across the two dates, staff had interactions with approximately 40 people. Top concerns identified during these events included:

- Improved pedestrian facilities were requested by several attendees, especially in and surrounding the town of Mariposa.
- Transit users were pleased by YARTS service and its employees; however, fees were considered by some to be cost-restrictive.
- Bicyclists desired "Share the Road" signs on highways and other major roads.
- Lack of guardrails on outside curves of facilities with big drop-offs and lack of shoulders on several major roadways were identified as serious driving issues.
- Roundabouts were suggested for intersections in the town of Mariposa.
- More turnouts or passing lanes for bicyclists and other vehicles were suggested near Triangle.

The materials provided at the farmer's market and comment notes are provided in Appendix C.

FEHR PEERS

Appendix A: Outreach Materials

Survey Notice

Survey Respondents Needed: Tell us what you think about transportation in Mariposa County!

The Mariposa County Local Transportation Commission is updating the Regional Transportation Plan. The Plan is a document required by California State law that includes policies, actions, and funding strategies designed to maintain and improve the regional transportation system within the County.

You can help by taking the Mariposa County Regional Transportation Plan survey. Your participation will help determine and prioritize future transportation improvements throughout the County.
In the survey, you can tell us things like:

- What do you like most about transportation in Mariposa County?
- How do you feel about the current condition of local roads?
- Do you feel safe and comfortable walking or biking within the County?
- Do you use the bus to get around the County?

To take the survey, please visit https://bit.ly/MCRTP22 or use the QR code.

Thanks for your help in planning the future of transportation in Mariposa County!

For more information please contact:

Jeannie Morvay-Clayton, Mariposa County Department of Public Works
Phone: 209-966-5356 x156 Email: jclayton@mariposacounty.org

County Website Posting

Mariposa County Regional Transportation Plan Update

The Mariposa County Local Transportation Commission is updating the Regional Transportation Plan. The Plan is a document required by California State law that includes policies, actions, and funding strategies designed to maintain and improve the transportation system within the County. The plan covers all modes of transportation, including driving, walking, biking, and transit.

The County is seeking public input for the plan. **You can help by letting us know your thoughts about transportation in the County.** We want to hear your thoughts on topics such as:

- What do you like most about transportation in Mariposa County?
- How do you feel about the current condition of local roads?
- Do you feel safe and comfortable walking or biking within the County?
- Do you use the bus to get around the County?

There are two ways you can give us your input:

- **Attend the Mariposa County Regional Transportation booth at the Mariposa Farmer's Market!**
  - When: Wednesday, August 24, 2022, 5:00-6:30 PM
  - Where: Mariposa County Farmer's Market, 5029 Stroming Road, Mariposa
  - We will have posters describing the plan process and maps of local transportation infrastructure to give your input
- **Take the Mariposa County Regional Transportation Plan survey**
  - Visit https://bit.ly/MCRTP22
  - Take the online survey to let us know your thoughts on driving, walking, biking, and taking the bus *by November 4, 2022*.

Information about the plan will be posted on this page as the plan is developed. Please come back to stay informed about the process and how you can stay involved. A high-level schedule for the plan is below.

Summer & Fall 2022: Public outreach, data collection, and analysis
Winter & Spring 2023: Prepare, present, and review the draft Regional Transportation Plan
Summer 2023: Incorporate inputs and release the final Regional Transportation Plan

For more information please contact:

Jeannie Morvay-Clayton
Mariposa County Department of Public Works
209-966-5356 x156
jclayton@mariposacounty.org

Facebook Post

Postcard Mailer

WHAT MOVES YOU?

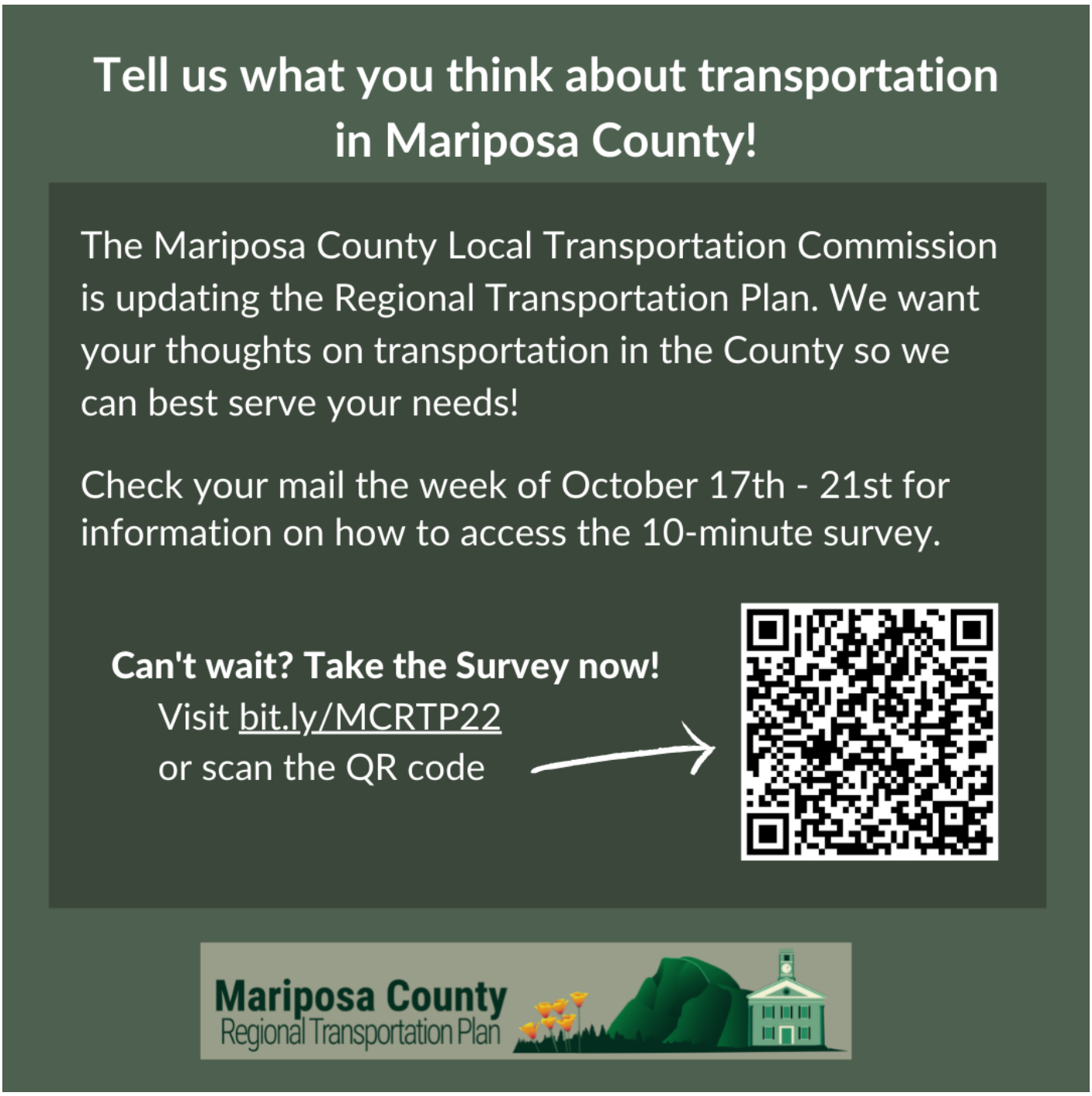
The Mariposa County Local Transportation Commission is updating the Regional Transportation Plan.

Help determine and prioritize future transportation improvements throughout the County by **sharing your thoughts today.**

To take the survey, please visit: https://bit.ly/MCRTP22 or scan the QR code

Mariposa County
Regional Transportation Plan

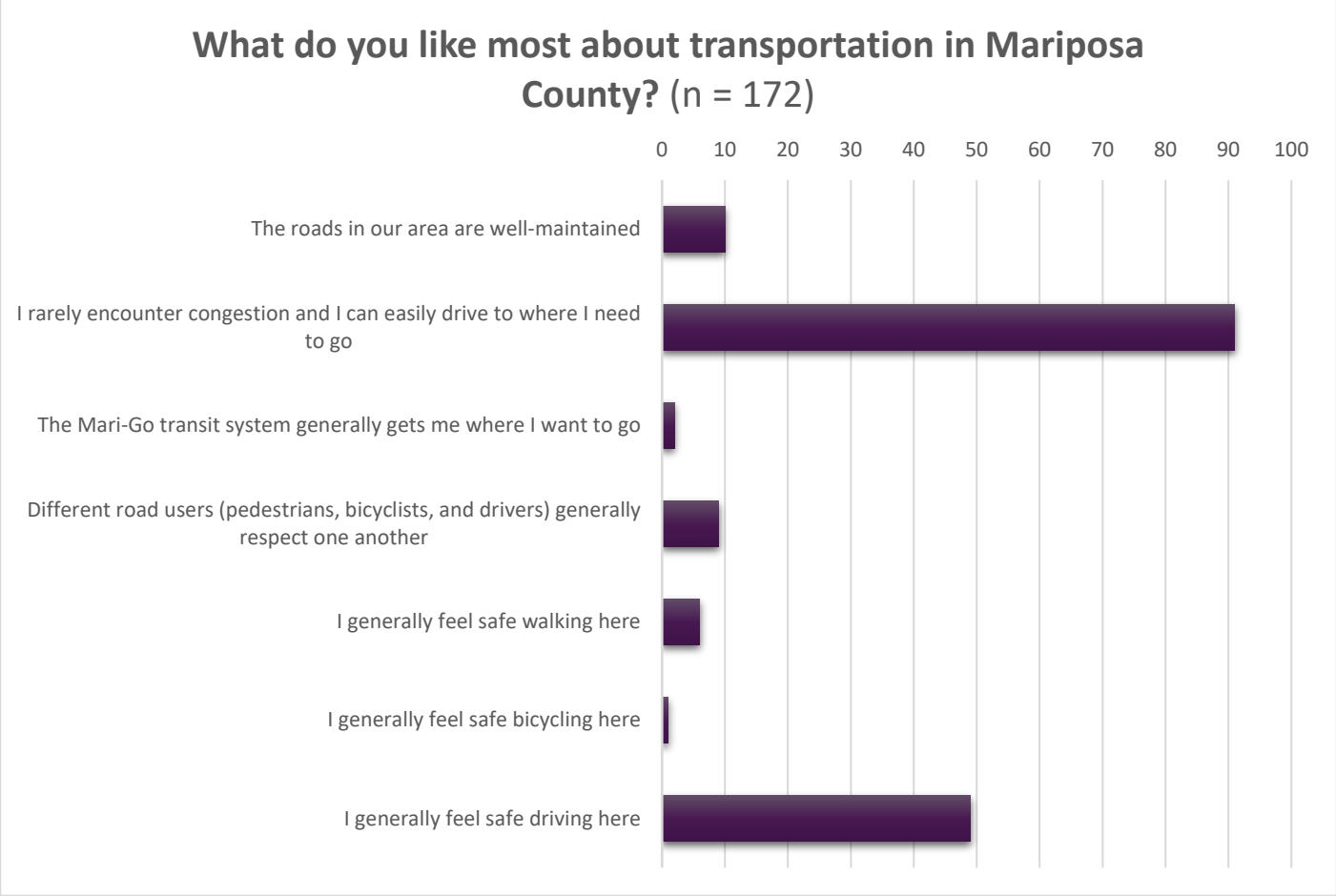
Mailer Notice

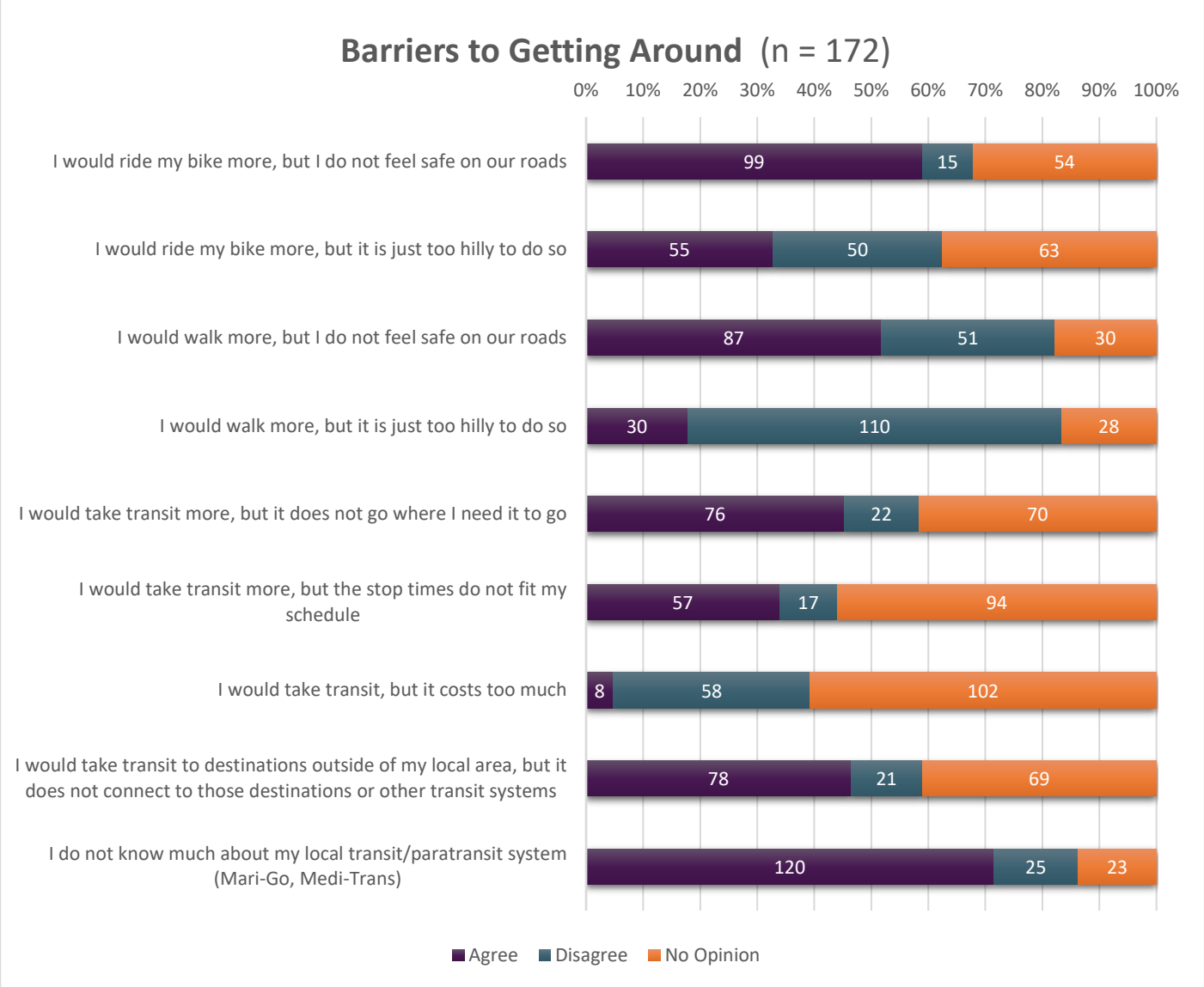


Appendix B: Online Survey Results

Responses collected August 17, 2022, to November 27, 2022.

Responses




Barriers to Getting Around (n = 172)
0%
10%
20%
30%
40%
50%
60%
70%
80%
90%
100%
I would ride my bike more, but I do not feel safe on our roads
99
15
54
I would ride my bike more, but it is just too hilly to do so
55
50
63
I would walk more, but I do not feel safe on our roads
87
51
30
I would walk more, but it is just too hilly to do so
30
110
28
I would take transit more, but it does not go where I need it to go
76
22
70
I would take transit more, but the stop times do not fit my schedule
57
17
94
I would take transit, but it costs too much
8
58
102
I would take transit to destinations outside of my local area, but it does not connect to those destinations or other transit systems
78
21
69
I do not know much about my local transit/paratransit system (Mari-Go, Medi-Trans)
120
25
23
Agree
Disagree
No Opinion

Please list any other barriers to getting around not listed above.

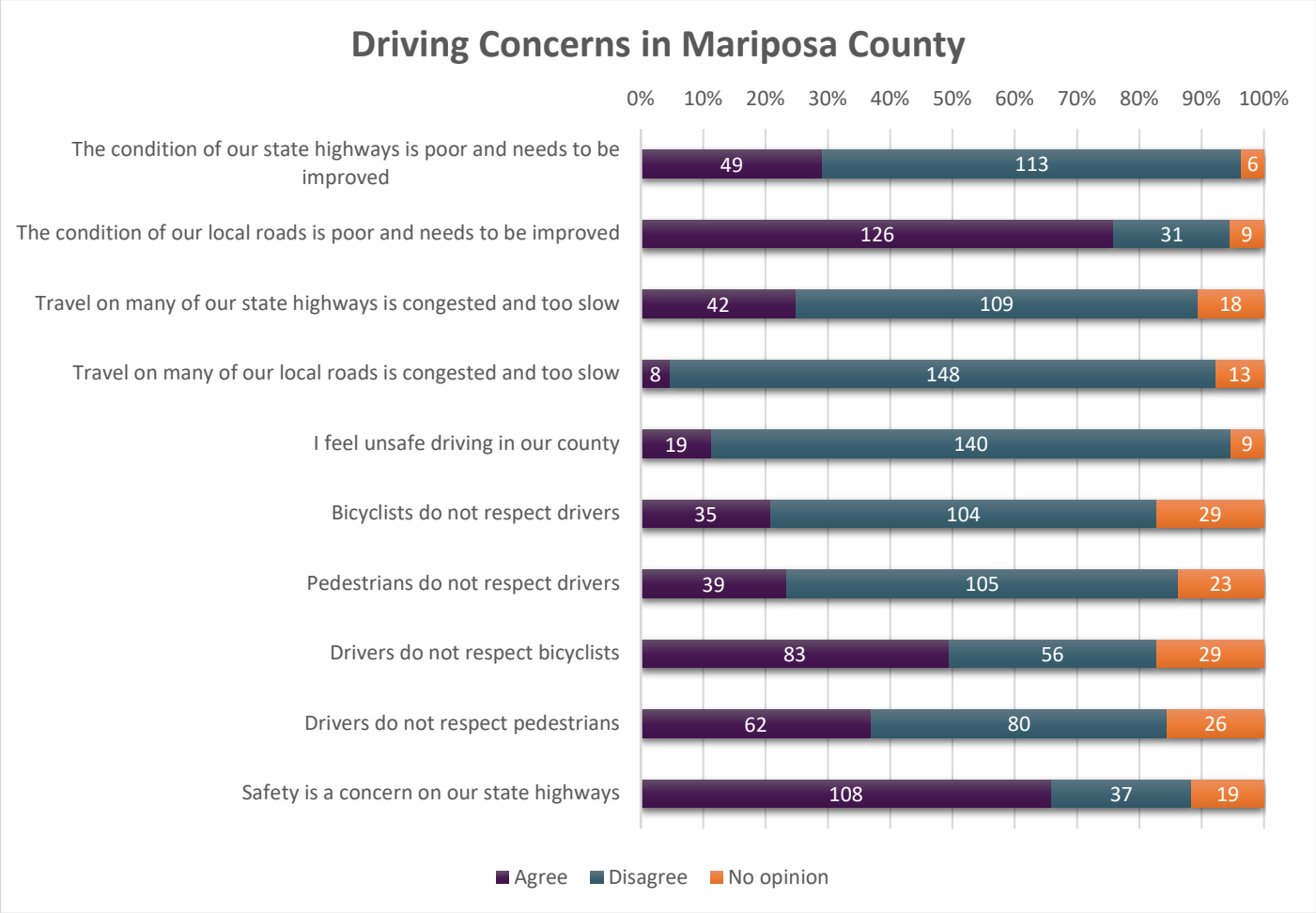
- They need bigger ADA vans more drivers weekend service
- Senior have parking issues with the Farmers Market.
- Lack of sidewalks in/around town and lack of public transit directly between Mariposa and Fresno are the biggest issues. Bike lanes or dedicated bike & walking paths would be amazing but obviously more difficult/expensive…
- I am very disabled.
- length of time to get places on public transit is a barrier. Concerns about cleanliness - pandemic related and just other people generally.
- You have to adjust to their times only.
- West Whitlock Rd. One land and people drive to fast to walk since it was paved and ride bikes.
- First question assumes one of these choices is appropriate for everyone. How about none of the above or remove the mandatory requirement to answer. Inconsistent scheduling. Lack of transport options outside of the town. Lack of information on available transport (don't have FB, nor will I). Buss too small & can't bring service animal. Nothing after 5pm or on the weekends when it's needed the most. Cost prohibitive for a simple trip to town and back home for groceries that I can barely afford now.
- TRansporation is not available other than YARTS and this is not easy to use. For example, to get to fresno relatively impossible. any need to get to the Emergency room or other requires ambulance or availability of a friend.
- I live in El Portal
- I love taking Yarts but have been burned so often by my connections running late and getting stranded. Or making plans to go to Fresno and then realizing the bus no longer runs for the season. We need better transit!!!
- I appreciate having YARTS
- I would buy an electric vehicle but there aren't enough charging stations. Bike lanes or separate bike trails would improve safety.
- El Portal roads are in terrible condition. And there's really only one road - Foresta Rd. YARTS has poor sets of times to get from place to place.
- Horrible roads - greatly in need of road maintenance or replacement.
- I had no clue about a transit system in mariposa
- I hate bicyclist on our roads, there is no room and they cause unsafe conditions
- Many roads are poorly maintained with potholes and bumpy patches. Most roads do not have a shoulder for bicycles, or like the recent Hwy 49 RE-paving the shoulder is now dangerous for bikes because so many rocks guile up in it. The county no longer mows down the weeds along the highway, creating increased fire hazard for all
- Few and inadequate sidewalks. Many roads too narrow with no safe shoulders for bike riding.
- Dogs, shoulder overgrowth, poor road markings, poor visibility (overgrown foliage), poor road surfaces
- My neighborhood Roads not maintaine; Not enough sidewalks to walk on in town;
- Roads are naturally dangerous for bicycles.

- Lack of regularly scheduled public transit on a daily basis. Complete lack of speed enforcement on roads.
- lack of safe bike trails along major thoroughfares, e.g. between Ponderosa Basin and downtown Mariposa
- There are no regular schedules in out area. Unless you drive, you cannot get to nearby communities for groceries or small hardware, education (college), medical clinics, senior meals served at restaurant, etc.
- Better bike lanes and shoulders along county roads to enable walking and riding bikes. Rural roads are death traps for walkers and cyclists whether for travel or recreation. Lower speed limits on county roads would only slightly affect drivers but would make them MUCH safer for other users.
- No shoulders on most county roads for walking or cycling. Stupid rumble stripes on 49 and 140 make cycling much more hazardous than before they were put in. I know a lot of cyclists who have sadly given up riding in our county because of the rumble stripes.
- County roads not maintained and unsafe like Indian peak with too much brush on sides of the road and constant pot holes and cold patch on the road doesn't last
- The first question is a bit loaded. There are many things I like and are barriers. Aggressive drivers on County roads are a barrier.
- Cost of gas
- chronic driver vacancies due to high turnover, non competitive pay scale, lack of affordable housing and working conditions.
- Need a Yarts bus stop at Fish Camp Market. Also a bike path from Fish Camp to the South Gate
- Simple, several times each day, transit round trip to Oakhurst, Merced, Fresno.
- I use a wheelchai
- There are very few hiking trails outside Yosemite
- Northside needs more attention
- There is limited public transit in Mariposa. There is 1 taxi.
- It does not serve the north side at all! This is a huge disparity in our county.
- Don't want to use public transportation
- Cost of gas
- No bike lanes
- Safe and accessible sidewalks
- Lack of sidewalks
- I must use a walker and even so, I can't walk fast or run. Our town is very hard to navigate with a walker or wheelchair. I suggest you try it!
- Roads are in bad shape; bridges need to be replaced and updated desperately!
- I am not sure which areas of Mariposa these questions refer to. For example, I feel generally safe walking in some areas of the town of Mariposa, but not all. I don't really think of Mariposa as having a "transit" system, but I suppose YARTS, Mari-Go, Medi-Trans are what you mean? And by "getting around" do you mean across the entire county? Or just in the town? Sorry, I am getting too confused to be helpful.
- Yarts is not reliable at all.
- Impassable muddy roads.

- I live in Midpines and have a difficult time driving on the unpaved parts of Colorado Rd and Sherlock Rd. I've lived in Mariposa for over 40 and don't understand why these have never been paved!
- Transit to medical appointments out of the area are limited (ie Merced) are extremely costly if a patient need wheelchair accessibility (between250 and 600 per round trip and medicare doesn't reimburse or cover cost
- The layover time between YARTS and Amtrak is too long, which makes using YARTS to catch a train very difficult. Also, there should be a way to get to the Fresno Airport (FAT) from Mariposa.
- Mari-Go does not go outside the area. I typically need to go to the Mariposa AMTRAK or Fresno Airport stations
- I would use the Yarts bus more often if it went to- from Yosemite VC to Fresno airport year round!
- My car & vision are on last legs. I would like to be able to catch a transit that goes across 49S btwn Mariposa and Oakhurst and back. I use Yarts as can to reach and return from Merced, or Fresno via Oakhurst.
- I would prefer a designated walking and biking path that connects different areas
- not sufficient population to support Public transit
- I am not a transit user and unlikely to be in near future. I am lucky to be able to drive myself. I almost always find most transit systems inconvenient to use because of routing and timing. Question one should be setup as Yes/No.
- would like more bike paths as well as walking paths
- No sidewalks. No school bus stop nearby. Not enough school busses, routes can take hours.
- Roads are too narrow for safe biking.
- Safety while walking in areas with traffic to encampments near Human Service building and along the creek.
- We need more public transportation options - more busses! - and ones that connect to other options
- Staffing issues, fixed route contractor alters and misses schedule freuently
- Drivers driving too fast. No posted speed limits. No enforcement.
- Mari-go Fresno transit scheduling window requires very large advance scheduling. The whole Mari-go team is incredibly helpful and accommodating whenever they are able. It has been a real blessing to have.
- Drivers are not respectful of cyclists. The sidewalks in downtown are not pedestrian friendly and need to be improved on ALL streets.
- We are rural so driving is a must.
- It is not easy to locate transportation accommodations and available options. They should be advertises much more and in places that folks can see & easily access.
- Individuals that live out of town area such as Bootjack, Ponderosa Basin and Bear Valley need a route to assist them in coming to get groceries or visit the pharmacy.
- Potholes and excessive patching without re-pavement. Example: Old Toll Rd
- no safe bike or pedestrian trail to fairgrounds from or to town center
- Mad wife
- Too far
- The lack of shoulders for walking in rural areas is a hug deterrent for me.
- Distance-- both from origin to destination (for walk/bike) and to collection points (for transit); frequency of routes to help with the unpredictable; and a general preference for a personal vehicle

- Road Maintanance such as pulling ditches, cleaning out culverts, and grading prevents usage of some roads without 4 wheel drive. Other paved roads are so rough they reduce desire to travel down certain roads.
- It's not safe to walk or ride bikes in Mariposa County because the shoulders are too narrow, people drive too fast and cross the yellow and white lines way too often.
- It does not feel save to take longer transit trips, because of possible exposure to covid or flu.
- Congestion during summer months

The following questions about driving were only provided to respondents who said they drove in Mariposa County (n = 169).



Please list any other driving issues not listed above.

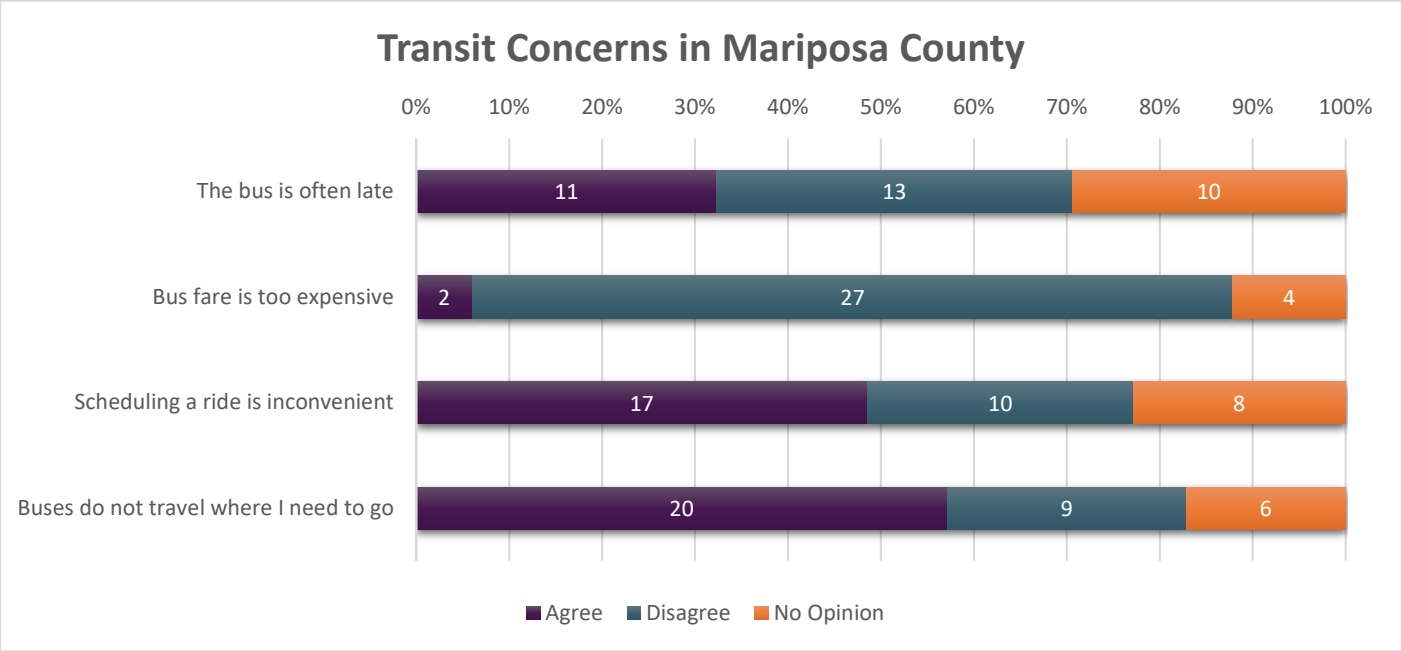
- some dirt roads need grading
- Roads are not repaired adequately so the craters continue to come back in the same places. Shoulders are not large enough to allow for safety on many roads - especially with semi truck traffic on many of our roads. I would like people to slow down for wildlife as well. Not sure how this can be addressed in the transit plan. Mariposa has significant wildlife that is part of its tourism draw and resident enjoyment. Tarantulas, snakes and migratory butterflies are among the species threatened by speed and careless driving. Dirt roads are also an air quality issue. People drive fast on them kicking up large amounts of dust. While I don't want a paved road, it could be helpful to explore other safe, non-toxic alternatives to keep dust down or modify the roads with traffic circles.
- J-walking, people not using turnouts not enough passing lanes.
- East Whitlock from Colorado to West Whitlock the road needs replaced. Speed limits posted E Whitlock and W Whitlock

- Poor driving habits. Passing on the right illegally at unmarked turns such as Woodland. U-Turn in business districts illegally. Passing on solid line separated highways illegally. Crossing center divider because they are on the phone! Most are issues with lack of proper law enforcement and old roads not designed for todays traffic and impatient drivers.
- People pull out onto highway 49south from side roads and then do not accelerate to the speed of traffic, which is 55. This causes dangerous conditions meaning that oncoming traffic must brake to avoid the slow going vehilcle.
- Drivers speed all the time. Cars are getting more and more dangerous as they get bigger and heavier. People are forced to drive until they are very old and shouldn't be driving anymore as a result of lack of transportation options
- The rumble strip between lanes is a good safety feature
- Too many construction and road closures
- People pass very unsafely on HWY 140 between Mariposa and El Portal.
- ROW areas are not maintained and greatly impacted by invasive weeds and vegetation - not only along the roadside, but also impacting line of sight.
- Bikes should not be on our highway,
- See issues listed on prior page
- Poor visibility (overgrowth), potholes, poor road markings, drivers crossing over the centerline, loose animals, wild animals, icy conditions
- Neighborhood roads are not locally maintained and not all of the neighbors can afford to pay for the road maintenance
- Roads and highways are too narrow for bicycles
- Inadequate infrastructure for safe walking and cycling.
- lack of lights at intersections between Hwy 49S and roads intersecting it (e.g. Triangle Rd, Chowchilla Mt Rd)
- Slow drivers seldom use turnouts. This should be enforced more.
- Too much speed. Speed on local roads should be reduced countywide unless posted otherwise. The 55mph default limit is too fast for a majority of our roads. People passing on double yellow is seriously out of control.
- Parmabelle road needs more than justpatch job...please repave
- Driving is easy (too easy) here except when there is road construction. I miss when the rural county roads were better for mixed use
- Many motorists are just fine, but the percentage of drivers who obviously despise cyclists being legally on the road is higher here at home than other places my wife and I ride around the state.
- County roads like Indian peak poorly maintained and narrow causing drivers to drive in oncoming lane which is unsafe!
- lack of passing lanes in enforcement of slow driver laws.
- Not enough room for bikes and pedestrians on sidewalks. I try to be safe when passing them but it would be better if the shoulders were wider.
- Bike lanes on our state highways are inconsistant and often non-existant or too narrow to be practical.

- The stupid curb things they put in on hwy 140.
- There are very few roads with paved shoulders
- There should be barriers on the William cell bridge so people can not jump off of it
- The well traveled roads such as Merced Falls road are in poor conditions.
- Easement roads are abominable . There 3-10 homes on every road paying taxes yet not getting care.
- NEED BIKE LANES PLEASE
- Drivers are not aware or understanding of bikers or peds and many blind curves where driver would not expect a biker or walker there.
- Hwy. 41 needs to be improved immediately! It needs more 4 lane sections!
- intersection of 49south and hwy140 with stop sign is significantly more congested then when there was a yield.
- The main drag is often congested with long delays even without construction occurring. I have seen Teslas coming into town near Spring Hill school site, passing cars on the downhill and crossing the double yellow lines due to their rush to get places. I was outraged but had no phone with me or license plate number, only a blue Tesla car.
- Colorado Rd and Sherlock Rd need to be paved!
- recent drivers traveling excessive speeds ...75mph and above
- Pedestrian and bicycle safety is an issue on state highways with inadequate shoulder
- Speeding - on 49S and 49N especially.
- Please teach pedestrians how to walk facing traffic on road shoulders.
- Lots of roadwork - it takes a long time to travel when there's one-lane & flagmen.
- People drive too fast. Nobody obeys the speed limit, going well over 10 mph faster consistently.
- New crosswalks block the view of pedestrians in crosswalks at the curb and it seems like pedestrians are just walking out in traffic because of the blocked view (poles, columns ect.)
- We need more public transportation options
- Inconsiderate drivers
- Roads and people are variable
- Speeding in residential areas. I live on Jones and even the cops speed! We don't have sidewalks and I'm out walking with two babies and a dog
- Should have had a "none of the above" choice in question #1
- All individuals need to follow the rules pedestrians, drivers of vehicles and motor cycles and bicyclists.
- Our state highways and local roads have narrow shoulders- dangerous for bicyclists and pedestrians, especially at nighttime without proper reflective clothing and/or lights.
- Drivers do not respect motorcyclists
- Some slow vehicles do not use turnouts; some drivers don't keep right in passing lane
- Some roads in the county could be improved (I'm looking at you, Buckeye!), but not all roads in general. Many of our roads in the county are in great shape!

- Maybe it is just me, but we need barriers on the 49 when u can just roll right off the mountain if a deer jumped in front of you. Also, Whitlock needs work. In an emergency situation getting out on west Whitlock would be a nightmare. Both west and east Whitlock need to be resurfaced. It's good up to Colorado but then it's bad. I think this is important because of fire crews access if God forbid we have a repeat of telegraph fire.
- Left hand turns across double yellow lines to enter into personal or business rural driveways.
- "Slow traffic must use pull outs" is not understood by tourists. This needs to be insisted upon for those of us commuting and not on vacation
- Safety concerns due mostly to curves and high consequences for mistakes.

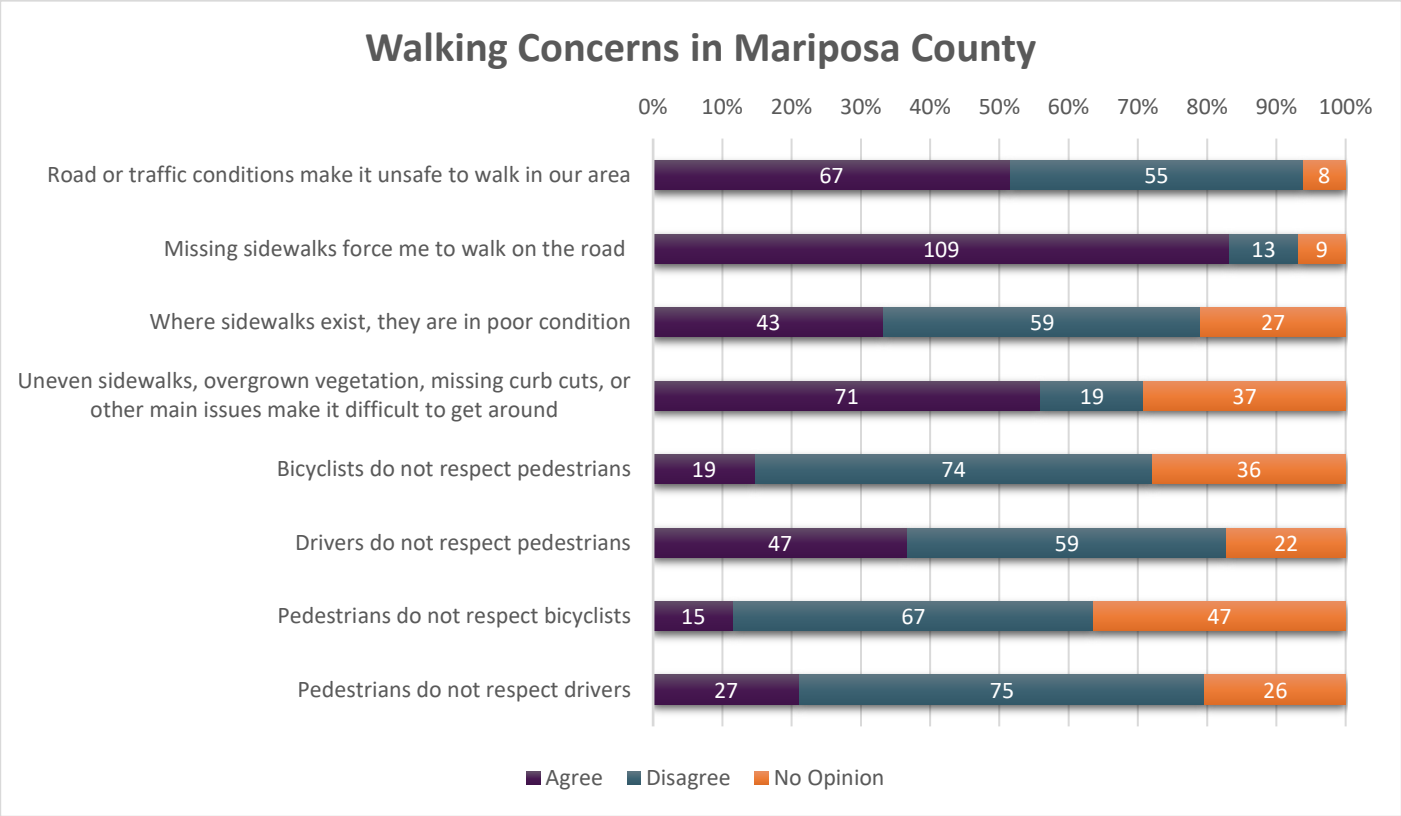
The following questions about transit were only provided to respondents who said they used transit in Mariposa County (n = 35).



Please list any other bus issues not listed above.

- the vehicles that are used are not designed to be driven on rural roads.
- Buses need to run more frequently and consistently! It's very hard to rely on buses when they are so infrequent.
- Bus takes too long
- Transportation to and from Yosemite as an employee is needed when the park is closed as employees are still required to work.
- Would be nice to have more YARTS service (to Oakhurst?)
- The schedule of Yarts to Merced doesn't meet all the times I would like to be able to use it more frequently. I would also like a frequent route to Oakhurst and Fresno.
- I've not been able to figure out how to use the Mari-go bus. Used it a couple of times after eye surgery, was hard to schedule.
- I would use charts more if you're around they traveled from Yosemite visitor center to Fresno airport.
- smaller buses?
- It would be nice if YARTS & the badger pass bus could coordinate times. The badger pass bus gets to the Valley after the last YARTS bus has left!
- More bus connections to the Fresno airport would be helpful, and a regular Wawona - Yosemite Valley Run too
- Yarts drivers are rude and unprofessional
- I don't commute and take the bus as much as I used to

The following questions about walking were only provided to respondents who said they walk in Mariposa County (n = 131).

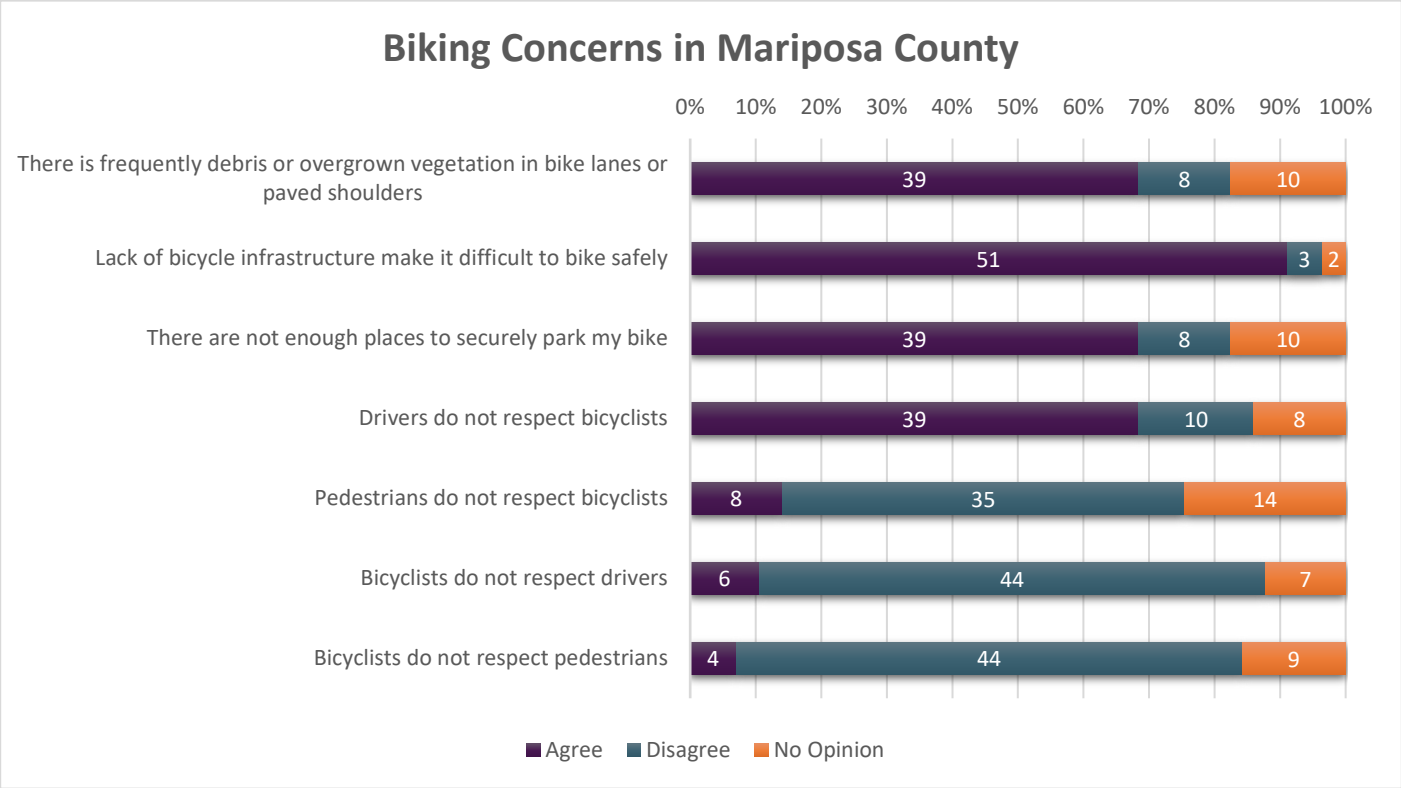


Please list any other walking issues not listed above.

- Outside of town, there are no sidewalks at all. I see people walking on main feeder roads for exercise walking in the road because there is no trail system or adequate shoulder. It is dangerous. Fortunately, the low volume of traffic helps make walking safer, but all you need is one texter to not pay attention.
- Walking is generally done on hiking trails and not on roads.
- What does pedestrians do not respect drivers mean?? Actions of people walking and biking are the result of the infrastructure they are using, not about whether they respect each other. If a pedestrian confidently enters a crosswalk and a car is forced to stop, does that mean they are not respecting the driver? It's called right of way, and it's typically the pedestrian 's. With bicycling, conflict is also typically a result of infrastructure. Bikes riding on the sidewalk because the streets are unsafe would be the main conflict reason.
- Sidewalks in El Portal would be really nice. Even narrow ones that only fit one person.
- Drivers drive too fast and don't stay in their lane
- Loose dogs
- There not enough sidewalks in Mariposa County town. It is unsafe to walk especially on highway 49 north where there are local businesses.
- lack of shoulders and overgrown vegetation along with drivers at unsafe speeds make any alternative forms of transport unsafe.

- Cars drive too fast when passing pedestrians.
- Walking along our rural roads is near-suicidal due to driver disrespect, high speeds, and the absence of shoulders, but I do it anyway. (It is safer in town but sidewalks are weirdly inconsistent, requiring walkers to choose between crossing a road in the middle of a block without a crosswalk,or continuing on a road or shoulder. The trails (creek walk, reservoir trail) are VERY nice but the connections to them need work.
- Some drivers disrespect pedestrians and bicyclist and create over all safety hazards. These are generally related to speed and or aggression. Pedestrian's can hear these drivers coming and step into the weeds it is more difficult for bicycles to get completely off the road.
- Blind corners, loose dogs
- shrubery (including poisen oak and high weeds that could hide a rattle snake) allowed to grow along road medians and even into edges of roads, forcing people to walk in center of roads
- Crosswalks and sidewalks on 49
- The town of Mariposa needs more sidewalks. The county needs more walking/hiking trails other than Yosemite.
- Cross walk and ramps near Pizza Factory need proper ADA devices on the ramps and areas entering the roads
- There are no sidewalks.
- Sidewalks are inconsistent, they start and end abruptly. No grass or trees/shrubs in between sidewalk and road. Awkward cross walks that don't cross all directions.
- High curbs make it difficult to navigate sidewalks using walker/wheelchair.
- We need more walking trails to town!
- Fast drivers in residential areas.
- No sidewalks and speeding drivers or blindspots make it a danger to walk in some places.
- I don't want sidewalks everywhere. We are a rural town. What we need instead are walkways and trails that are routed elsewhere and not on the side of a road. Sometimes such pathways can take a more direct route that a roadway. If walkways do need to follow a road, a safe space for walkers and bicyclist should be provided with a non-cement alternative. Non-roadside walkways can often take a more direct route and sometimes can be located in areas that provide a nature experiences aswell as a transportation corridor.
- Speeding is the most dangerous on our tight curves in the mountains, you have to dive for the bushes if anyone is cutting corners. Mostly Ben Hur, and 49 N areas.
- More walking trails would be helpful
- conditions vary; sidewalks are often discontinuous
- Inadequate lighting for walking during winter/after work hours/daylight savings.
- I walk only in town.
- the Chinese and some other foreign tourists do not know what a crosswalk is
- Lack of practical and recreational sidewalks/trails/routes in many areas of the county
- Walking along Highway 140 in Midpines does not always provide enough distance from the traffic, and off-highway walking is sometimes made more difficult by dumping of rocks by Caltrans.

The following questions about biking were only provided to respondents who said they biked in Mariposa County (n = 57).

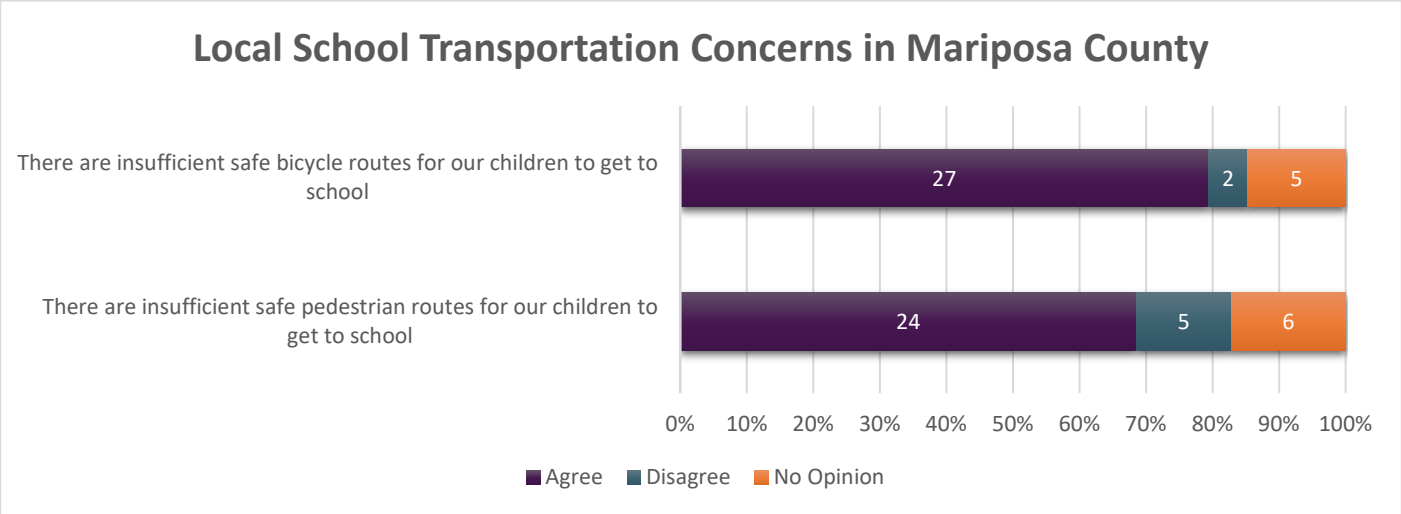


Please list any other biking issues not listed above.

- Town definitely needs bike racks!!
- For many roads, there are no shoulders. There is no safe biking route. Semi trucks barely fit on the feeder roads in the county. Not everyone follows rules for covering their load, or sometimes something flies off. It is dangerous.
- We need more separated and protected bikeways, or paths. Kids should be able and encouraged to bike to school. It would significantly help with congestion to not have the school pick up and drop off mayhem
- Blind corners and lack of shoulder are my biggest biking concerns, but I enjoy biking the low traffic roads in the county
- It's difficult to make extra lanes or bike lanes in a river canyon.
- Very few roads have paved shoulders for biking. The recent re-paving of Hwy 49 narrowed the shoulder and the "curb" causes rocks and debris to pile up in the shoulder making it dangerous for bikers. Hwy 49 - Trees aren't trimmed back
- Loose dogs, no shoulders, speeding drivers
- the first question about debris and overgrown vegetation is misleading as there are very very few shoulders of bike lanes to travel on
- Too many to list, many already mentioned. The "rumble stripes" along the highway made routes that are lovely but slightly risky into unusable death lanes. Debris is everywhere. Drivers are hateful.

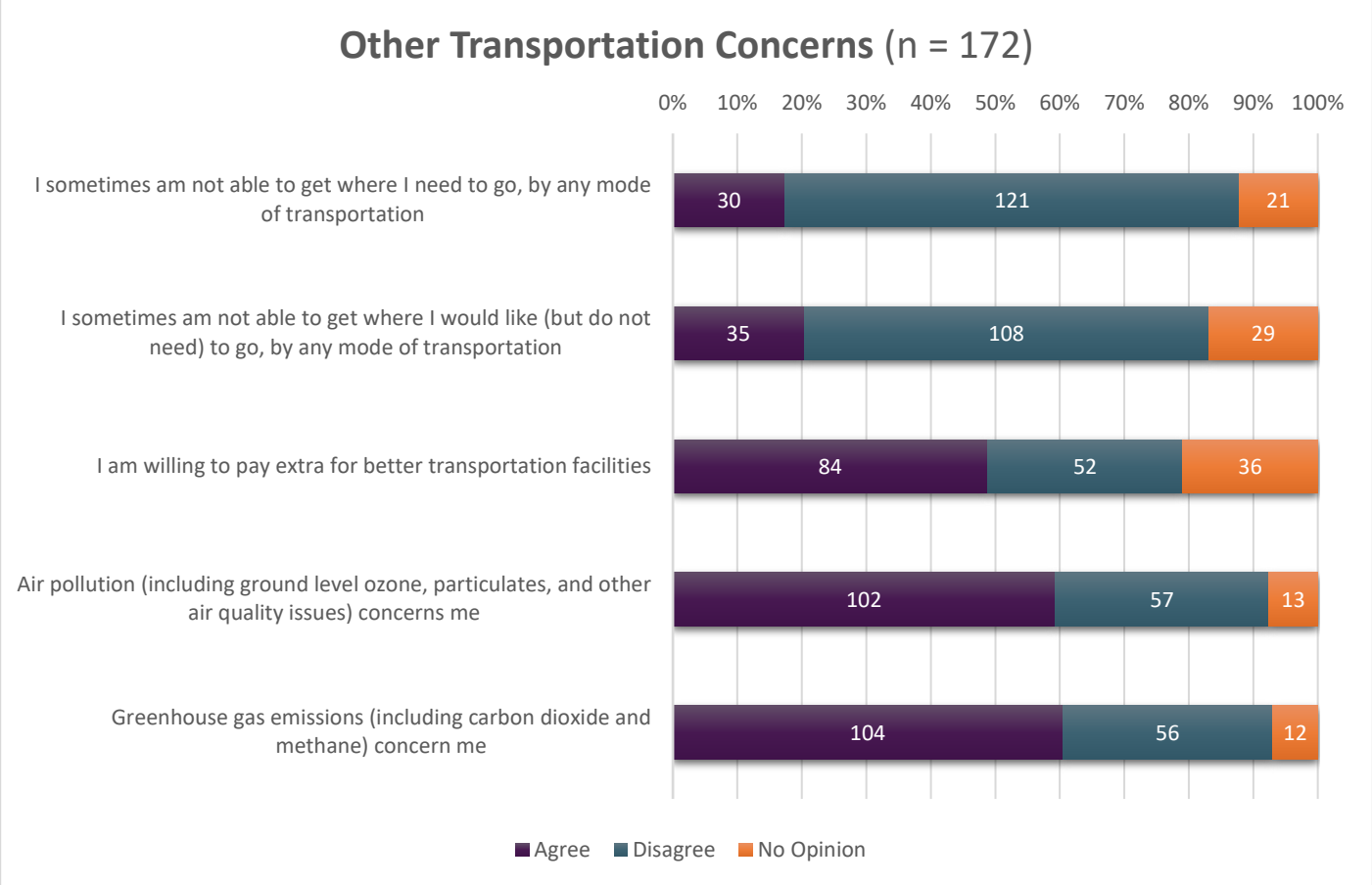
- Along Hwy 49 and 140 the often tiny paved shoulders are often filled with rocks, brush, or debris from car traffic and will force me to contend with traffic or the evil rumble stripes (which can cause bicycle crashes). I once hit an unseen rock in the "bike lane" coming down Big Spring Hill on Hwy 49 toward the fairgrounds. The rocks in the bike lane shredded my tire and sent me over the handlebars at about 40mph.
- Lack of paved bike lanes make safe biking difficult. See the above answer related to hazardous drivers. Another consideration is the use of pre-emergent salt based herbicides along county roads in early spring have created a space that favors salt tolerant, later emerging weeds along the shoulder. Particularly goat heads/puncture weed that are problematic for bicyclist. These seeds are spread by attaching them selves to car tires and a now prevent along most county roads. This adds another challenge to getting off the road for a bicyclist.
- Need more bike lanes on the main routes
- Roads are lacking paved shoulders and adequate signing for bicycles.
- Bike lanes should be built as protected bike lanes. Also rumble stops can cause serious injury to bikers, and are sometimes unmarked which scares me.
- NEED BIKE LANES
- Blind curves . Would be cool to have "bike routes" that even if they don't have bike lanes, have signs that inform drivers that it is a common bike route and they should watch out for cyclists.
- I would love to see more bike lanes /paths.
- More bike trails - how about a Wawona - Yosemite Valley and El Portal - Yosemite Valley bike path?
- No bike lanes

The following questions about school transportation were only provided to respondents who said they had students in their household who attend school in Mariposa County (n = 35).



Please list any other issues getting to school.

- Drivers drive too fast
- We need Crossing Guards at top of town and at 8th street.
- School bus is sometimes unreliable due to driver shortages.
- Bus routes insufficient.
- Not enough buses, no stop nearby, children often ride for hours.
- Kids would need to cross 140 with no crossing; distance makes walking or biking very difficult
- I believe the school district does the best they can with what they have, however the lack of close school bus stops necessitated me to change jobs because the bus routes would require my young children to walk a mile to the nearest pick up and then be on the bus for 1 hour.



Do you have other concerns about transportation in Mariposa County that have not been covered in previous questions?

- This may be tangential, but I would really like mechanized shoulder weed removal vs. pesticide.
- Road maintance could be better. Once upon a time we had an operational road department that filled in cracks and potholes. They even used to spray the road sides to keep the fire danger down!
- I hvre never heard of Mari-go... As far as I know there are zero transportation options to get to medical appointments or airport transport
- Bring back the trains. Help make Yosemite more accessible to people without cars. Encourage walkable communities.
- Would like YARTS to continue transportation when park is closed b/c employees still need to get to work.
- County should better support park and ride with YARTS to reduce congestion, improve visitor experience.
- I would like to see more and better maintenance of our county roads. I would like Mariposa to become more bike friendly. It is currently bike unfriendly..
- Road shoulders are not being kept clear, risking wildfire and safety.
- I wish traffic laws were better enforced
- Transportation options for Senior citizens seem lacking.

- Giving medical clinics and medical staff more information about the options available for transportation would be very helpful in connecting people with the transportation they need.
- A campaign to humanize cyclists in the eyes of motorists would be worthwhile if effective. Paving shoulders to 2-4' widths with fog lines devoid of rumble stripes would be fantastic!
- I've noticed several bridges is disrepair.
- Too high a vacancy rate so that turn downs for requests to get to medical appointments often turned down.
- Yarts stop at Fish Camp Market (south) and White Chief Mountain turn out (north) would encourage fewer cars entering the Park.
- Too many unmaintained roads that should be paved (like Allred Rd). This is a safety concern especially for evacuations and public safety.
- Sidewalk on Hwy 49 would be great! But missing sidewalks is a big concern everywhere
- There is no mention of hiking/walking trails as a method of transportation and recreation.
- Could the post office trim thei bushes? I would bike to work if the road was safer!
- Please consider your entire county- not just the town of Mariposa.
- Diesel trucks rolling coal with "We the People" decay suck
- Why when roads are re-done do they not just automatically add bike lanes?
- I think we need more bike/pedestrian paths where there are no motor vehicles allowed.
- Bridges on our county roads need to be fixed, replaced, updated. Especially the one from OLD HWY to 49 South
- I am lucky to be able to afford a car, but I am assuming these questions are referring to transportation other than a car? Having a better transit system would be helpful to all, but I know this has been a challenge.
- Not sufficient transportation in North County
- 140 and 49 seem to be too limited in lanes with population increasing. We need more internet/phone provider reach on roadways.
- Only concern are unpaved roads in Mariposa.
- We need to have SMOG restrictions in Mariposa County. Air quality very much concerns me.
- GHG emissions should not be a criteria for a study like this.
- No bike lanes on roads.
- Lack of parkin
- Lets have more bus options!
- Need traffic enforcement
- There is a need for alternate routes in some cases
- I think it would be incredibly difficult to get around this county without a car. It's the number one reason I caution older people to think about before they move here.
- I do not bike in Mariposa County as it is not safe to do so. I do however take my multiple bikes to other counties to ride. I would walk and bike more here if it were safe to do so.

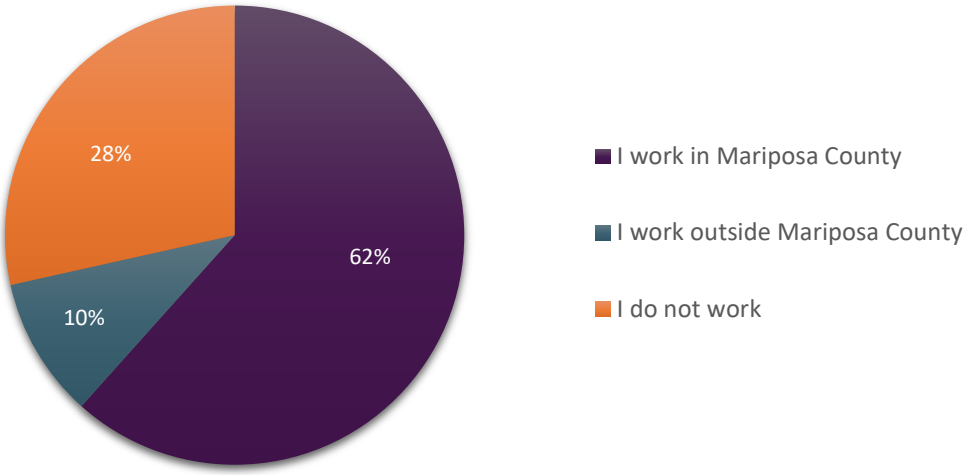
Do you have any other comments?

- Farmers market, and Merced shopping trips for seniors are needed.
- We are a one car, one e-bike family. It works, but not having something to fall back on can get stressful, particularly as we get ready to have our first child. Having better bike safety measures would be great - the thought of biking 140 to get to town for work and daycare with a child is terrifying.
- Some medical appts. I made in Aug. had to be cancelled due to lack of public transportation
- A trail system could be useful to address wide range of these issues.
- Get the road department back into operation and maintain the roads better.
- Expand YArts service so that residents can access the Fresno Airport
- What is Mariposa county doing to benefit from the high speed rail?
- Road striping is dull and not reflective enough.
- This survey is lacking in its definitions and is lacking the "none of the above" response in first question. No option to clarify answers to individual questions which can lead to misleading intrepretation. Example: Do I feel safe driving on our state highways? Answer no. Not because of condition of road, not because of terrain, but because other drivers pass on double yellow or when not safe.
- Thank you for addressing this issue.
- Thank you for asking these questions. It is a nice surprise to see questions about cycling and walking in our area. We live in Bootjack and I ride thousands of miles each year. As many of those as I can are here in Mariposa and Madera Counties. It is getting tougher to do though. Cars Drive faster and faster when the roads get smoother and straighter. Makes it less safe to ride or walk our dogs.
- I appreciate Public Works doing there best to keep us all moving.
- Sometimes not enough or no warning for road/misc work ahead. Sometimes there's a sign but no work.
- Would like the number of requests for transportation to medical appointments that are turned down due to lack of a driver made public.
- So many guests in Fish Camp could take an e-bike or even walk to the gate if it were safer. The Tenaya Yarts stop is too inconvenient for homeowners and guests not staying at Tenaya.
- Walking paths outside of downtown would be great
- "Pay extra" is not clear. More details need to be provided. "Pay extra…" taxes? Parking meters? DMV fees?
- We need sidewalks on side roads, and Mariposa Creek parkway needs finished. Stairs should be put back in from Best Western to the county park.
- The county should spend money on roads instead of outside consultants for issues the county faces.
- Just improve what is available and don't change the atmosphere of the whole town
- I had to pay a private party $150 to take me to a hospital in Fresno last year
- I love Mariposa!
- Take the old ladies off the roadway! have paid by the establishments grocery shoppers w delivery. Take the drinkers off the highway! offer uber rides to/fro paid by the establishments that serve them liquor - prevent a DUI before it happens. Those are new jobs.

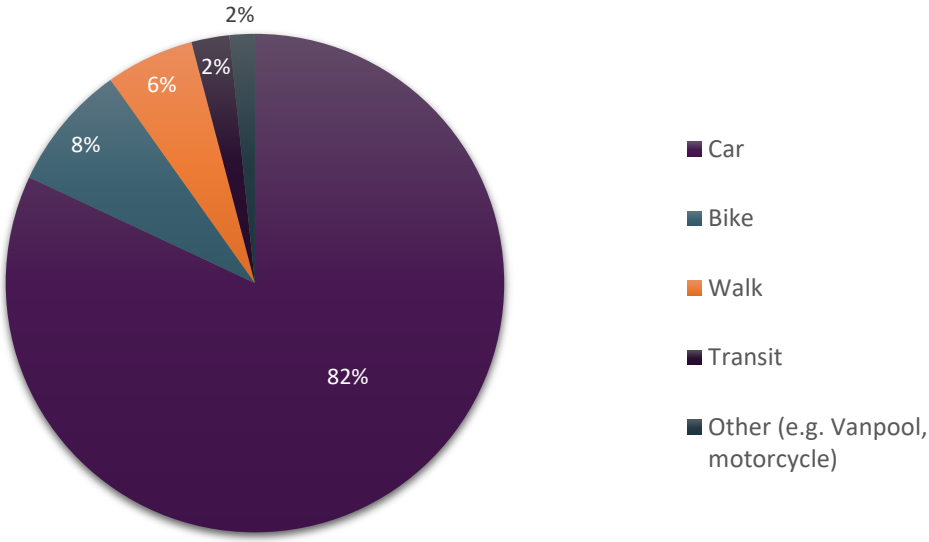
- lack for resident population does not support public transportation. The local tax payers should not bear the burden of providing service for visitors. Any visitor based service should be payed for by the visitors.
- Basically living remotely makes it hard to take public transportation Connection timing is definitel a factor If we had more stops and pick ups (frequency) that would be a huge plus for using public transportation for me. Of course then there's the parking issues. Further on in this survey you ask how far to work one travels but you do not give an option for self employed persons who drive different distances daily. I think that option needs to be added to the list
- If there were dedicated bike paths through the county, I would bike.
- Please develop more public transportation options - the automobile is outdated
- Dedicated bike paths that connect with public transportation with bike accommodations would be a huge improvement.
- Your questions are sometimes too broad, covering too many aspects
- Please review your MOUs and contracts with the Alliance. We aren't getting what we pay for.
- Reasonable posted speed limits
- some of our county maintained roads are flat out not maintained
- I would like to see more cleanup done on the properties adjacent to all of our roads. I can't believe how dirty they are!!!
- We need lots of trails! Walking trails, hiking trails, biking trails, ATV trails-- all kinds of trails!
- Medi-Trans has been invaluable and very dependable.

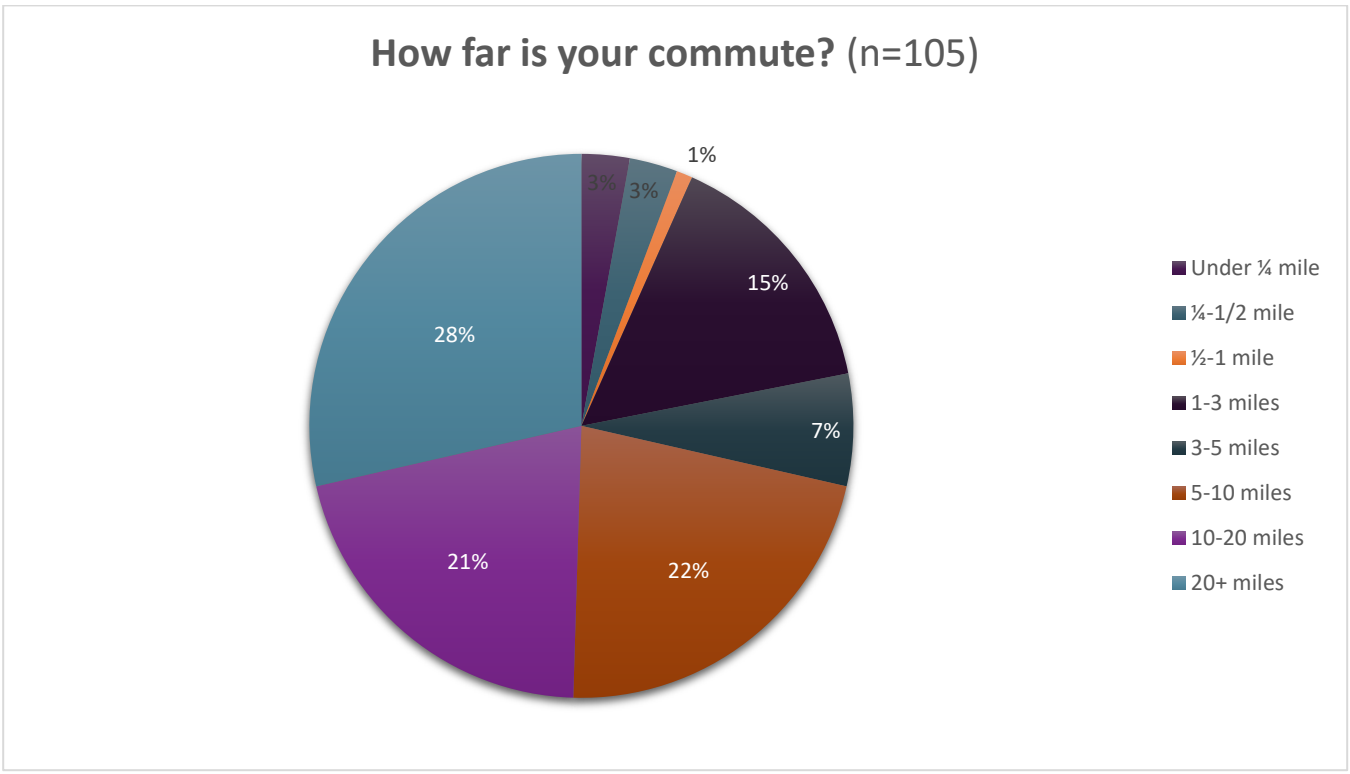
Commute Behavior

Do you work in Mariposa County (paid or volunteer)?
(n = 172)

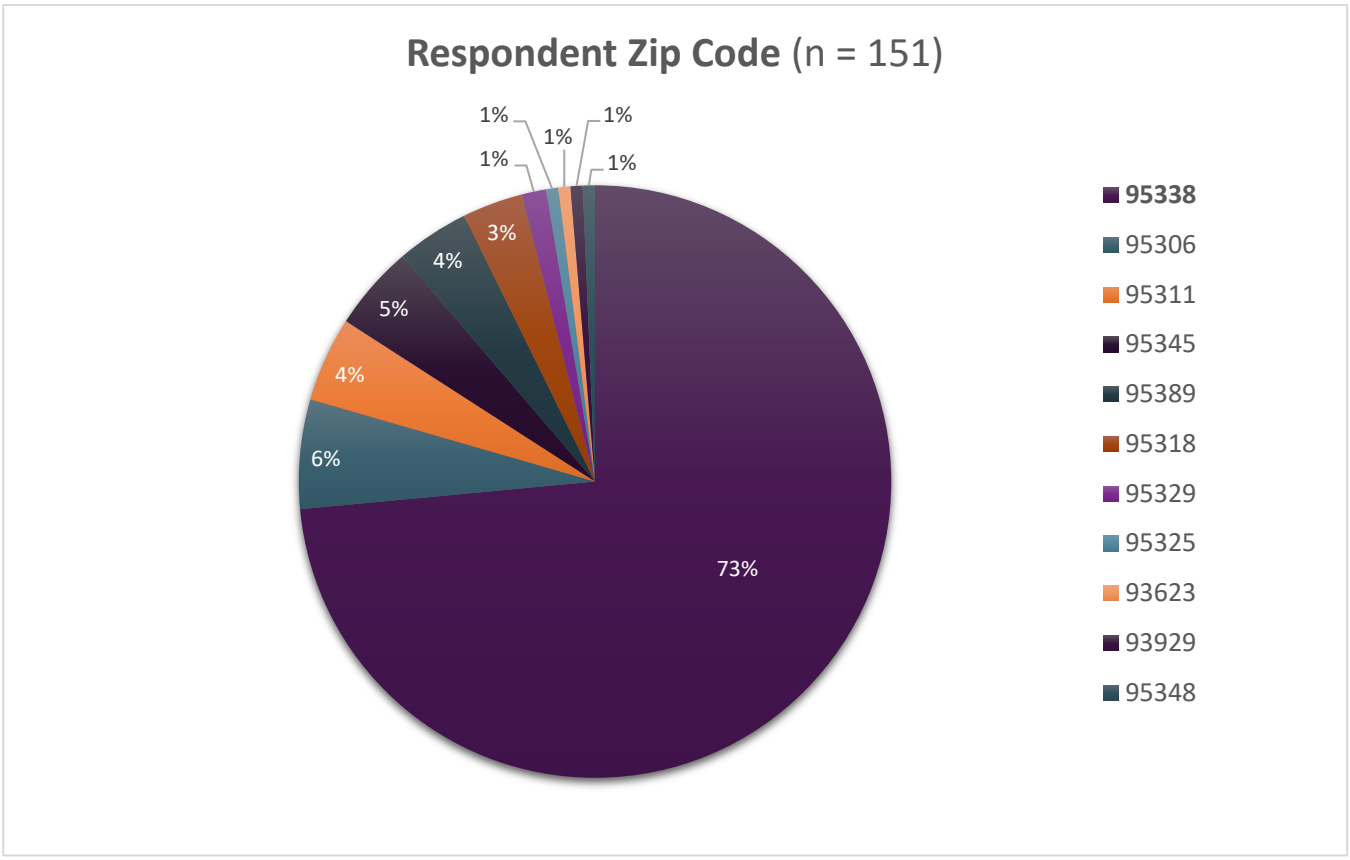


How do you commute to work? (n = 109)
Select all modes you regularly use.

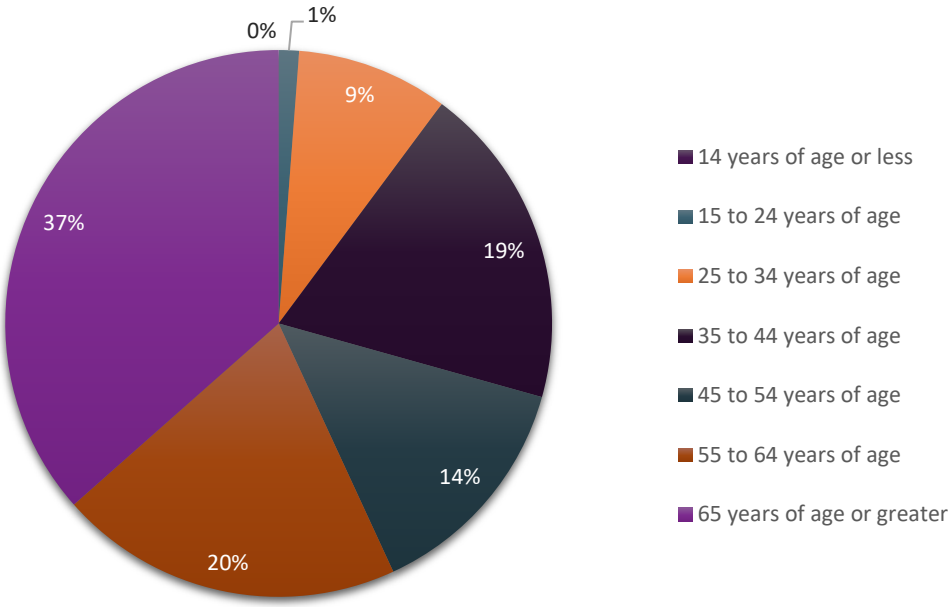




Respondent Demographics

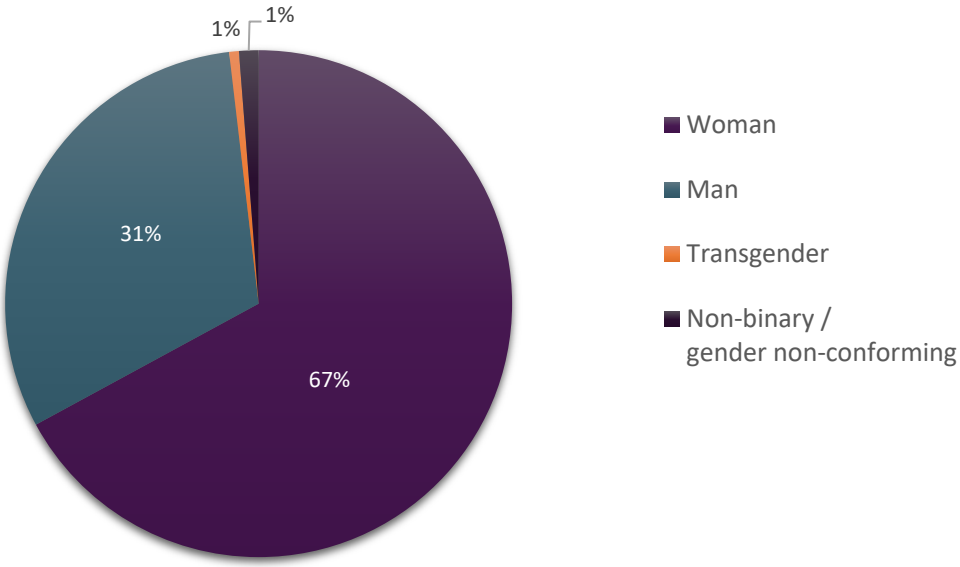


Respondent Age (n=167)



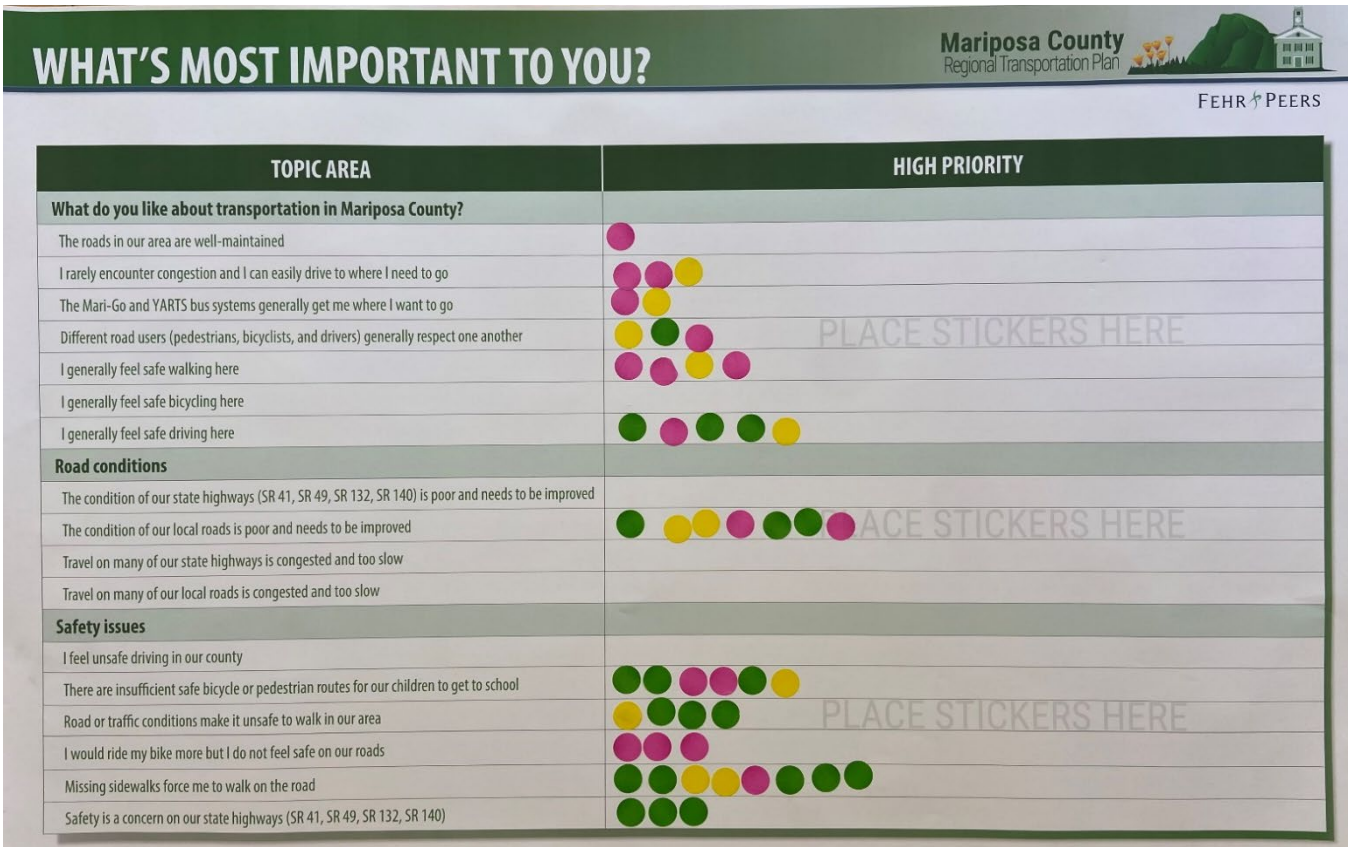
Respondent Gender Identity (n = 158)

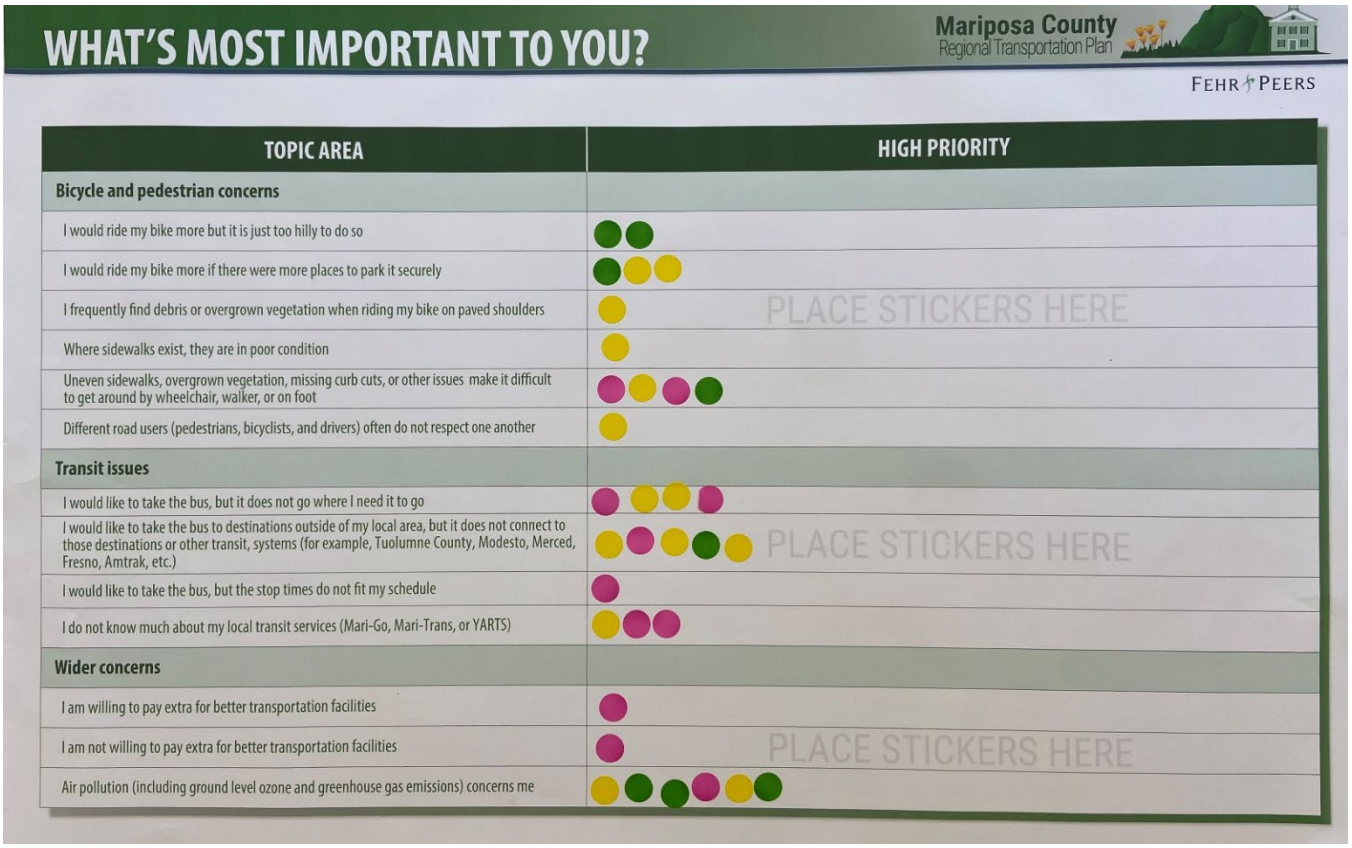
Select all that apply.



Appendix C: Community Engagement Materials

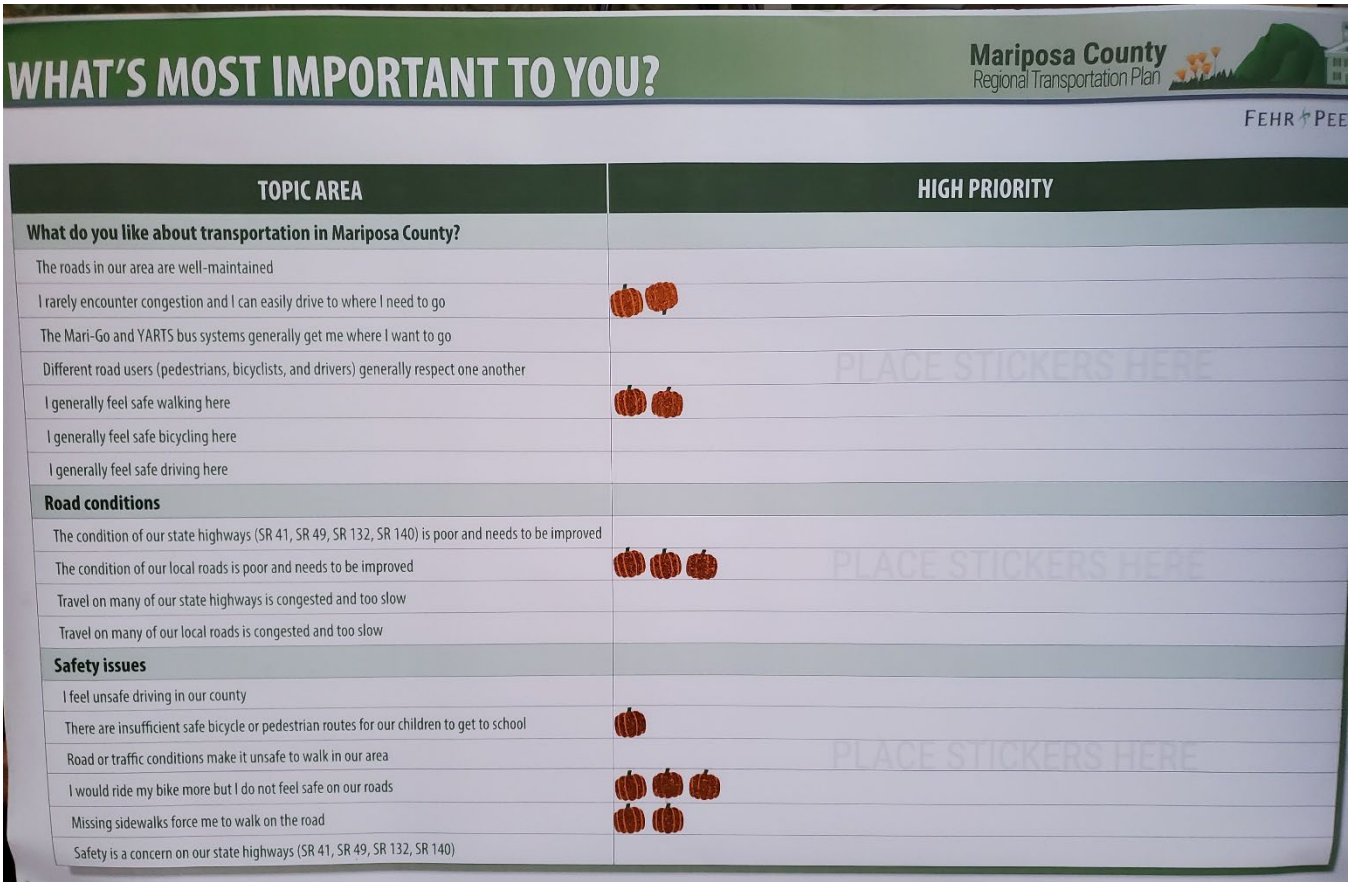
Farmers' Market Board Responses (August 24, 2022)





TOPIC AREA	HIGH PRIORITY
Bicycle and pedestrian concerns	
I would ride my bike more but it is just too hilly to do so	
I would ride my bike more if there were more places to park it securely	
I frequently find debris or overgrown vegetation when riding my bike on paved shoulders	
Where sidewalks exist, they are in poor condition	
Uneven sidewalks, overgrown vegetation, missing curb cuts, or other issues make it difficult to get around by wheelchair, walker, or on foot	
Different road users (pedestrians, bicyclists, and drivers) often do not respect one another	
Transit issues	
I would like to take the bus, but it does not go where I need it to go	
I would like to take the bus to destinations outside of my local area, but it does not connect to those destinations or other transit, systems (for example, Tuolumne County, Modesto, Merced, Fresno, Amtrak, etc.)	
I would like to take the bus, but the stop times do not fit my schedule	
I do not know much about my local transit services (Mari-Go, Mari-Trans, or YARTS)	
Wider concerns	
I am willing to pay extra for better transportation facilities	
I am not willing to pay extra for better transportation facilities	
Air pollution (including ground level ozone and greenhouse gas emissions) concerns me	

Farmers' Market Board Responses (October 26, 2022)



TOPIC AREA	HIGH PRIORITY
What do you like about transportation in Mariposa County?	
The roads in our area are well-maintained	
I rarely encounter congestion and I can easily drive to where I need to go	2
The Mari-Go and YARTS bus systems generally get me where I want to go	
Different road users (pedestrians, bicyclists, and drivers) generally respect one another	
I generally feel safe walking here	2
I generally feel safe bicycling here	
I generally feel safe driving here	
Road conditions	
The condition of our state highways (SR 41, SR 49, SR 132, SR 140) is poor and needs to be improved	
The condition of our local roads is poor and needs to be improved	3
Travel on many of our state highways is congested and too slow	
Travel on many of our local roads is congested and too slow	
Safety issues	
I feel unsafe driving in our county	
There are insufficient safe bicycle or pedestrian routes for our children to get to school	1
Road or traffic conditions make it unsafe to walk in our area	
I would ride my bike more but I do not feel safe on our roads	3
Missing sidewalks force me to walk on the road	2
Safety is a concern on our state highways (SR 41, SR 49, SR 132, SR 140)	

REGIONAL TRANSPORTATION PLAN OVERVIEW

Mariposa County
Regional Transportation Plan

FEHR PEERS

What is a Regional Transportation Plan?

The purpose of the Regional Transportation Plan (RTP) is to document the short-term (10-year) and long-term (25-year) regional transportation needs and set forth an effective, cost-feasible action plan to meet these needs. The RTP documents the policy direction, actions, and funding strategies designed to maintain and improve the regional transportation system in Mariposa County.

Why is the RTP being updated?

By law, the RTP must be updated and submitted to the California Transportation Commission every five years. Keeping the RTP up-to-date also ensures that the projects planned for the County reflect the current needs of its citizens and are compatible with reasonably foreseeable funding levels.

How does the update affect me?

The RTP will establish the short- and long-term goals and actions for improving transportation in Mariposa County. The transportation projects identified, funded, and built will determine how Mariposa County's residents, workers, and visitors travel, affecting the quality of life of everyone.

What is the schedule for the update?

SCHEDULE

DATE	TASK
Summer - Fall 2022	Initial public outreach, data collection, and analysis
Winter - Spring 2023	Prepare, present, and review draft RTP
Summer 2023	Incorporate inputs and prepare and present final RTP

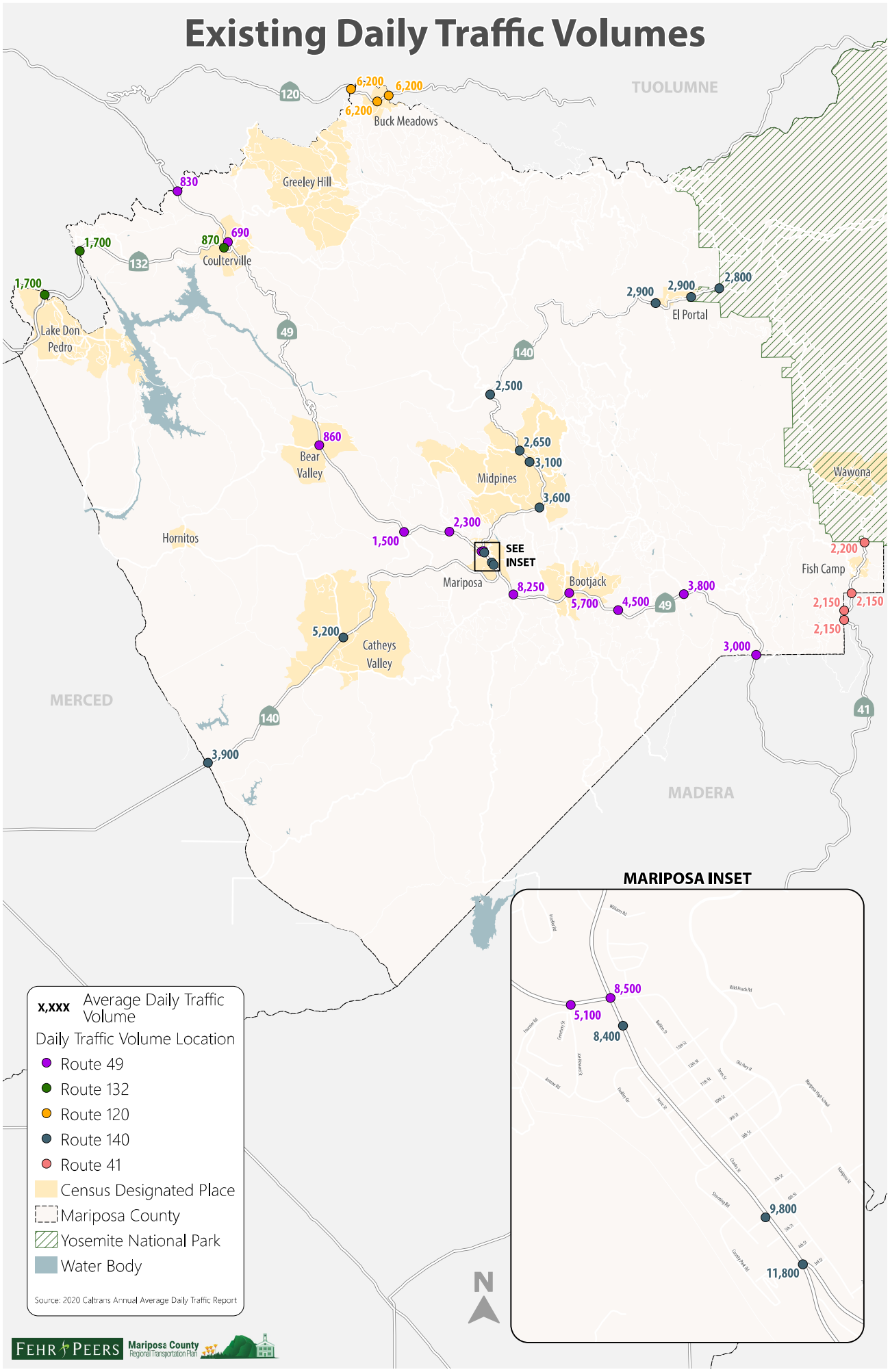
How can I get involved in the update?

- Share your input today
- Scan the QR Code and complete the survey
- Stay tuned for the draft plan

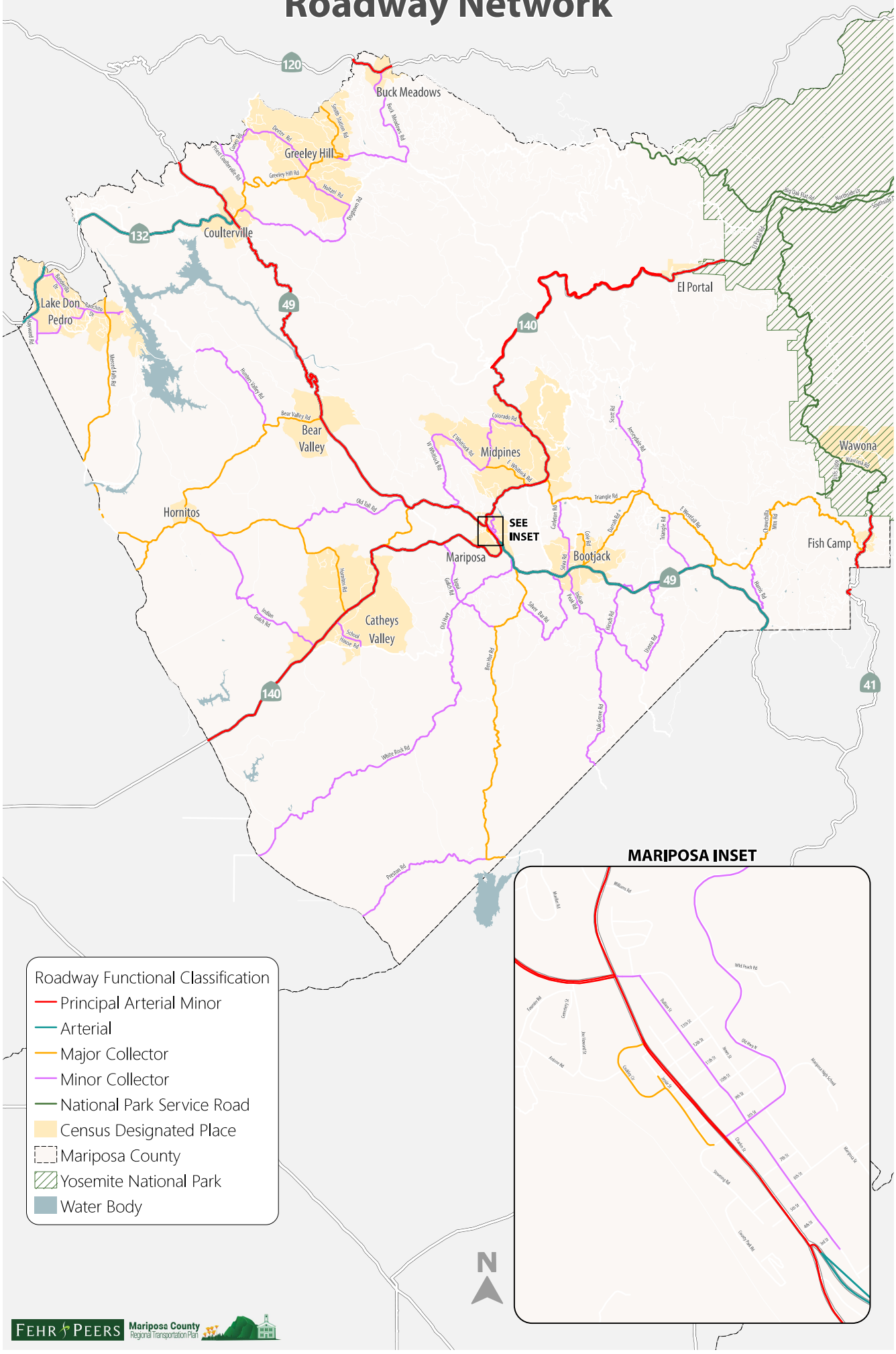
Survey link:
https://bit.ly/MCRTP22

For more information visit mariposacounty.org,
or contact Jeannie Morvay-Clayton, Mariposa County Department of Public Works
209-966-5356 x156 jclayton@mariposacounty.org

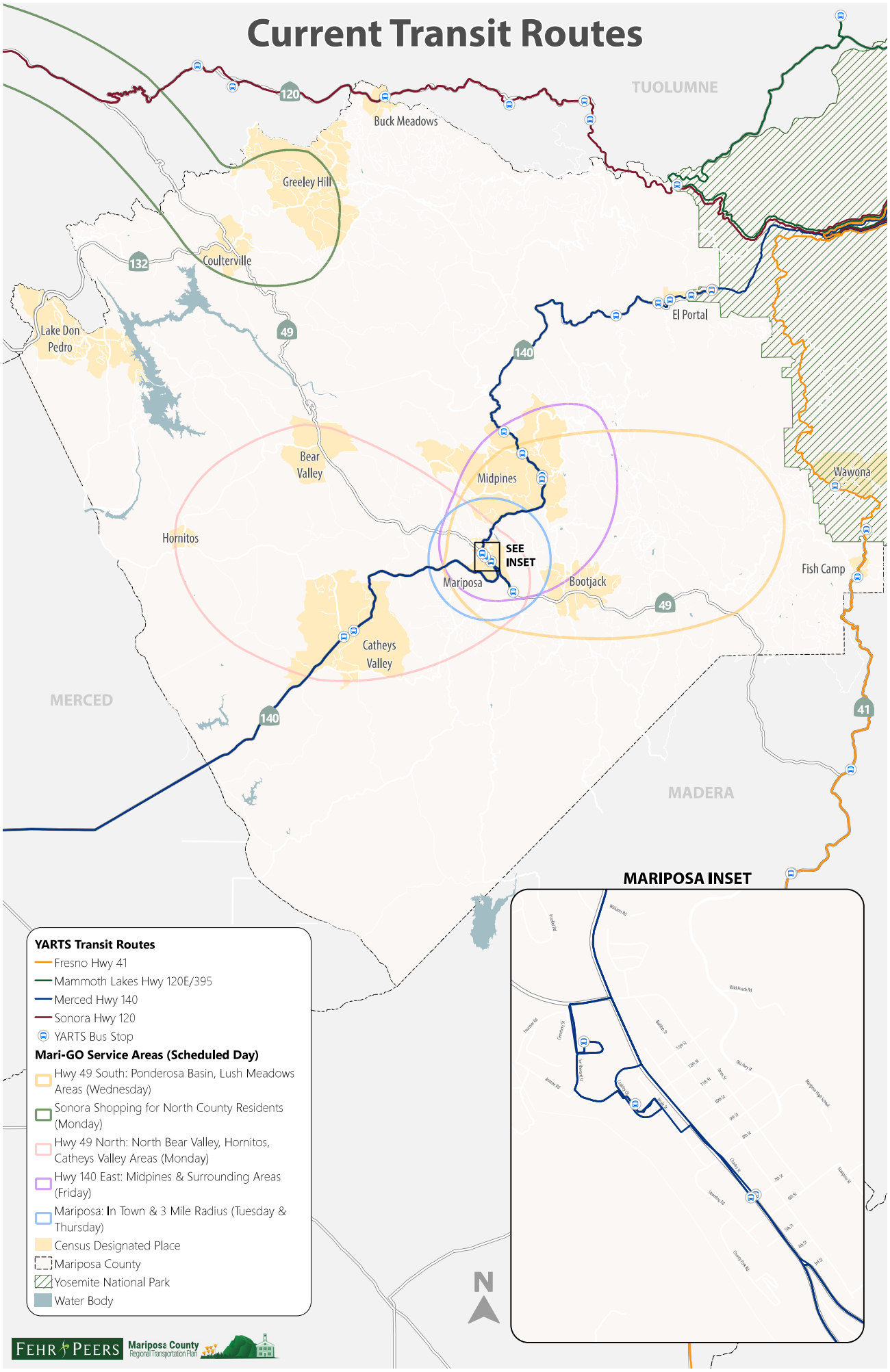
Existing Daily Traffic Volumes



Roadway Network

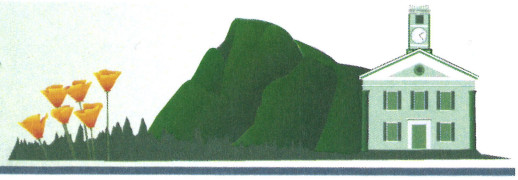


Current Transit Routes



Comment Card

Mariposa County
Regional Transportation Plan



Please share any thoughts, comments, or questions you have about the Mariposa County Regional Transportation Plan.

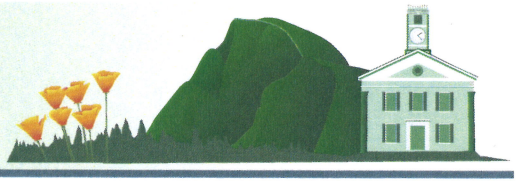
No room to pass bikes on roads such as Triangle

You may submit your comments to staff today or directly to:

Jeannie Morvay-Clayton
Mariposa County Department of Public Works
jclayton@mariposacounty.org - 209-966-5356 x156
4639 Ben Hur Road, Mariposa, CA 95338

Comment Card

Mariposa County
Regional Transportation Plan



Please share any thoughts, comments, or questions you have about the Mariposa County Regional Transportation Plan.

I WAS GREATLY HELPED BY THE COUNTY BUS SYSTEM. I HAD LOST MY CAR + USED THIS SERVICE TO SHOP, GO TO SENIOR LUNCH & LIBRARY. VERY PLEASED BY DISPATCHERS JORDAN, KELSE, KELLEY. THANK YOU!

CURT MURPHY

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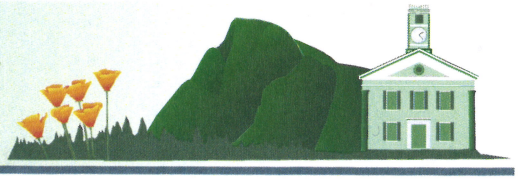
Regional Transportation Plan



Please share any thoughts, comments, or questions you have about the Mariposa County Regional Transportation Plan.

Raund Abouts! UP and Downtown Mariposa intersections need work!

Bike lanes

Price for yarts needs to be lowered a little bit

You may submit your comments to staff today or directly to:

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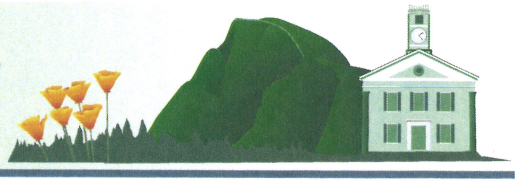
Regional Transportation Plan



Please share any thoughts, comments, or questions you have about the Mariposa County Regional Transportation Plan.

Missing guardrail outside curves on 49 with big drop offs
Also Oakhurst to Yosemite

Also no shoulders

You may submit your comments to staff today or directly to:

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4639 Ben Hur Road, Mariposa, CA 95338

Comment Card

Mariposa County Regional Transportation Plan

Please share any thoughts, comments, or questions you have about the Mariposa County Regional Transportation Plan.

"SHARE THE ROAD" SIGNS ON HWYS (140, 132, 49) & MAJOR ROADS
PARTNER W/ CHAMBER TO ~~OPEN~~ START A TROLLY (BUSINESS & RESTAURANTS)

You may submit your comments to staff today or directly to:

Jeannie Morvay-Clayton
Mariposa County Department of Public Works
jclayton@mariposacounty.org - 209-966-5356 x156
4639 Ben Hur Road, Mariposa, CA 95338

Comment Card

Mariposa County Regional Transportation Plan

Please share any thoughts, comments, or questions you have about the Mariposa County Regional Transportation Plan.

(1) In the past before the pandemic there was bus service to Merced for shopping on Tuesdays it was great the driver would ask you where you wanted to go and you could go to 4 or 5 places. It usually only cost $8.00 for the trip.

(2) Trying to walk into town from Indian Peak is very treacherous in a majority of the places you are forced to walk. you have to share the road with vehicles that are not looking out for peedestrains and

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they are travelling at speeds well in EXcess of 50 mph. making it very hazardous.

(5) there doesn't seem to be any continuity as regards to bycycle lanes there might be a bycycle lane on the highway that runs for a few miles. and then it just ends. this occurs all over Mariposa.

APPENDIX C: PROJECT LISTS

Table C-1: Roadway Projects

Road	Location	Description	Funding Source	Total Cost ($1,000)	Supporting Objectives
Short-Range					
Indian Peak Road	Hirsch Road to Oak Grove Road (PM 15.30 - 16.23)	Road Rehabilitation	Local/STIP	$805	1.1 - 1.4
Old Toll Road	Pendola Gardens (PM 10.0 - 10.7, 12.7 - 15.2)	Road Rehabilitation	Local/STIP	$1,500	1.1 - 1.4
E Whitlock Road	Black Oak Ridge to Colorado (PM 16.7 - 17.8)	Road Rehabilitation	Local/STIP	$830	1.1 - 1.4
SR140	Midpines to El Portal (Yosemite NP Entrance) (PM 25.3 - 51.8)	Road Rehabilitation	SHOPP	$17,000	1.1 - 1.4
SR140	Catheys Valley Park to 0.1 mi North of SR49 (PM 12 - 22.1)	Road Rehabilitation	SHOPP	$13,000	1.1 - 1.4
			Subtotal	**$33,135**	
Long-Range					
Indian Peak Road	County Limits to Hirsch Rd (PM 10.0 - 15.3)	Road Rehabilitation	Local/STIP	$5,000	1.1 - 1.4
Converse Road	PM 10.0 - 10.8 (End of Pavement)	Road Rehabilitation	Local/STIP	$1,000	1.1 - 1.4
Ernst Road	Dogtown to Holtzel (PM 10.0-13.0)	Road Rehabilitation	Local/STIP	$3,000	1.1 - 1.4
Old Highway	SR140 to White Rock (PM 10.0 - 19.4)	Road Rehabilitation	Local/STIP	$9,400	1.1 - 1.4
Hunters Valley Rd	Bear Valley Rd to Maintained Limits (PM 10.0 - 19.0)	Road Rehabilitation	Local/STIP	$9,000	1.1 - 1.4
Indian Gulch Rd	SR140 to Bear Creek (PM 10.0 - 13.0)	Road Rehabilitation	Local/STIP	$3,000	1.1 - 1.4
			Subtotal	**$30,400**	
Grand Total				**$63,535**	

Notes: STIP = State Transportation Improvement Program
SHOPP = State Highway Operation and Protection Program
PM = Post mile

Source: MCLTC, 2023

Table C-2: Bridge Projects

Bridge	Code	Location	Description	Funding Source	Total Cost ($1,000)	Supporting Objectives
Short-Range						
Dogtown Rd Bridge	#40C0038	Maxwell Creek	Replace Bridge	HBP	$5,000	1.1 - 1.4
Dogtown Rd Bridge	#40C0039	Maxwell Creek	Replace Bridge	HBP	$5,000	1.1 - 1.4
Incline Rd Bridge	#40C0064	Moss Canyon	Replace Bridge	HBP	$5,000	1.1 - 1.4
Buckeye Rd Bridge	#40C0036	Mariposa Creek	Replace Bridge	HBP	$5,000	1.1 - 1.4
BPMP Phase 1	VARIOUS	Various	Epoxy Injection & Deck Sealing	HBP	$1,750	1.1 - 1.4
BPMP Phase 2	VARIOUS	Various	Scour Protection	HBP	$3,000	1.1 - 1.4
				Subtotal	**$24,750**	
Long-Range						
Old Toll Rd Bridge	#40C0057	Bear Creek	Replace Bridge	HBP	$5,000	1.1 - 1.4
Indian Gulch Rd Bridge	#40C0059	Bear Creek	Replace Bridge	HBP	$5,000	1.1 - 1.4
Oak Grove Rd Bridge	#40C0028	Striped Rock	Replace Bridge	HBP	$5,000	1.1 - 1.4
White Rock Rd Bridge	#40C0062	Deadman Creek	Replace Bridge	HBP	$5,000	1.1 - 1.4
Usona Rd Bridge	#40C0066	Middle Fork Chowchilla River	Replace Bridge	HBP	$5,000	1.1 - 1.4
School House Rd Bridge	#40C0053	Owens Creek	Replace Bridge	HBP	$5,000	1.1 - 1.4
White Rock Rd Bridge	#40C0032	Mariposa Creek	Replace Bridge	HBP	$5,000	1.1 - 1.4
Tip Top Rd Bridge	#40C0047	Middle Fork Chowchilla River	Replace Bridge	HBP	$5,000	1.1 - 1.4
Oak Road Bridge	#40C0060	Bear Creek	Replace Bridge	HBP	$5,000	1.1 - 1.4
Foresta Rd Bridge	#40C0054	Crane Creek	Replace Bridge	HBP	$5,000	1.1 - 1.4
Foresta Rd Bridge	#40C0055	Crane Creek	Replace Bridge	HBP	$5,000	1.1 - 1.4
Harris Road Bridge	LOCAL	East Fork Chowchilla River	Replace Bridge	Local/STIP	$3,000	1.1 - 1.4
Indian Peak Road Bridge	LOCAL	Italian Creek	Replace Bridge	Local/STIP	$2,500	1.1 - 1.4
				Subtotal	**$60,500**	
Grand Total					**$85,250**	

Notes: HBP = Local Highway Bridge Program
STIP = State Transportation Improvement Program
PM = Post mile

Source: MCLTC, 2023

Table C-3: Transit Projects

Project	Description	Funding Source	Total Cost ($1,000)	Supporting Objectives
Fixed Route Service	Fixed Route transit services in Mariposa with stops at Pioneer Market, HHSA, Heritage House, Courthouse	FTA	$1,000	2.1 - 2.2
Zero Emission Fleet Upgrades	CARB compliant transit services	FTA	$2,500	2.1 - 2.2
		Grand Total	**$3,500**	

Notes: FTA = Federal Transit Assistance
All projects listed are short-range.
Source: MCLTC, 2023

Table C-4: Aviation Projects

Yosemite-Mariposa Airport Project	Description	Funding Source	Total Cost ($1,000)	Supporting Objectives
Apron & Runway Pavement Rehabilitation	Crack Sealing, Asphalt Paving, Improvements to Connectors	AIP	$500	4.1 - 4.2
Signage, Obstruction and Runway End Identifier Lights	Improvements to signs, markings, and lights to assist pilot operations	AIP	$100	4.1 - 4.2
Tree Trimming	Removal of obstructions	AIP	$50	4.1 - 4.2
		Grand Total	**$650**	

Notes: AIP = Airport Improvement Program
All projects listed are short-range.
Source: MCLTC, 2023

Table C-5: Active Transportation Projects

Project Title	Location	Description	Funding Source	Total Cost ($1,000)	Supporting Objectives
Mariposa Creek Parkway Phase III	8th Street to Joe Howard	Multimodal trail improvements	ATP	$6,200	4.1 - 4.2
MES Connectivity	Bullion Street, 6th St, 7th St, Jones Street adjacent to Mariposa Elementary School	Sidewalk Improvements	ATP	$2,000	4.1 - 4.2
Joe Howard Sidewalk Improvements	Joe Howard between Rite Aid and Apartment Complex	Sidewalk improvement closing gap	STIP	$300	4.1 - 4.2
Mariposa Creek Parkway Stairs	Best Western Hotel	Replacement stairs leading to Town Park	CMAQ	$300	4.1 - 4.2
		Grand Total		**$8,800**	

Notes: ATP = Active Transportation Program
STIP = State Transportation Improvement Program
CMAQ = Congestion Mitigation and Air Quality
All projects listed are short-range.
Source: MCLTC, 2023

Table C-6: Unconstrained Projects

Road/Project	Location	Description	Total Cost ($1,000)	Supporting Objectives
Roadway				
Indian Peak Road	County Limits to Hirsch Rd (Post Mile 10.0-15.3)	Road Rehabilitation	$5,000	1.1 - 1.4
Converse Road	PM 10.0 - 10.8 (End of Pavement)	Road Rehabilitation	$1,000	1.1 - 1.4
Ernst Road	Dogtown to Holtzel (Post Mile 10.0-13.0)	Road Rehabilitation	$3,000	1.1 - 1.4
Old Highway	SR140 to White Rock (Post Mile 10.0-19.4)	Road Rehabilitation	$9,400	1.1 - 1.4
Hunters Valley Rd	Bear Valley Rd to Maintained Limits (Post Mile 10.0 - 19.0)	Road Rehabilitation	$9,000	1.1 - 1.4
Indian Gulch Rd	SR140 to Bear Creek (Post Mile 10.0 - 13.0)	Road Rehabilitation	$3,000	1.1 - 1.4
		Subtotal	**$30,400**	
Active Transportation				
Mariposa Creek Parkway Phase IV	Joe Howard to Adult Detention Center	Multimodal Trail Improvements	$8,000	4.1 - 4.2
Mariposa Creek Parkway Phase V	SR140 to Fairgrounds	Multimodal Trail Improvements	$10,000	4.1 - 4.2
Smith Road Sidewalks	SR49 to SR140 Loop	Sidewalk Improvements	$4,200	4.1 - 4.2
SR49 Sidewalks	Gap Closures between Joe Howard & HHSA	Sidewalk Improvements	$5,000	4.1 - 4.2
		Subtotal	**$27,200**	
		Grand Total	**$57,600**	

Notes: PM = Post mile

Table C-7: Completed Projects

Road	Location	Description	Funding Source	Total Cost ($1,000)
Darrah Rd Bridge	West Fork Chowchilla Creek (PM 10.7)	Replace Bridge	HPB	$7,000
Triangle Road	Carlton Rd to Triangle Ranch (PM 11.8-14.1)	Rehabilitation	STIP	$1,300
Merced Falls Road	Merced County Line to Tuolumne County Line (PM 10.0-19.3)	Rehabilitation	STIP	$1,500
Ben Hur Road	Pea Grade (PM 15.0-18.5)	Rehabilitation	STIP	$1,000
SR 49	lane miles)	Rehabilitation	SHOPP	$25,000
SR140	Merced County Line to Trower Rd (24 lane miles)	Rehabilitation	SHOPP	$5,100
			Grand Total	**$40,900**

Notes: STIP = State Transportation Improvement Program
SHOPP = State Highway Operation and Protection Program
PM = Post mile

Source: MCLTC, 2023

APPENDIX D: GLOSSARY OF COMMON ACRONYMS

AQMD *Air Quality Management District*, a regional agency formed by two or more counties that adopts regulations to meet state and federal air quality standards.

ATP *Active Transportation Program*, created in 2013, consolidates existing federal and state bicycle and pedestrian funding programs, including the Transportation Alternatives Program (TAP), Bicycle Transportation Account (BTA), and State Safe Routes to School (SR2S), into a single program with a focus to make California a national leader in active transportation.

BIL *Bipartisan Infrastructure Law*, signed in 2021, more formally identified as the Infrastructure Investment and Jobs Act (IIJA) provides $550 billion over fiscal years 2022 through 2026 in federal investment in infrastructure, including in roads, bridges, mass transit, water infrastructure, resilience, and broadband. See IIJA below.

CARB *California Air Resources Board*, the State agency responsible for implementation of the federal and State Clean Air Acts. Provides technical assistance to air districts preparing attainment plans, reviews local attainment plans, and combines portions of them with State measures for submittal of the State Implementation Plan (SIP) to U.S. EPA.

CASP *California Aviation System Plan*, prepared by Caltrans every five years as required by PUC 21701. The CASP integrates regional system planning on a statewide basis.

CEQA *California Environmental Quality Act*, state law which requires the environmental effects associated with proposed plans, programs, and projects be fully disclosed.

CTC *California Transportation Commission*, a decision-making entity established by AB 402 (Alquist/Ingalls) of 1977 to advise and assist the Secretary of Transportation and the legislature in formulating and evaluating state policies and plans for transportation programs.

EPA *U.S. Environmental Protection Agency*, reviews and approves the State Implementation Plan, including emissions budgets used in RTP conformity assessments.

FAST *Fixing America's Surface Transportation Act*, signed in 2015 and covering fiscal years 2016 to 2020. The FAST Act largely maintained program structures and funding shares between highways and transit. The law made changes and reforms to many Federal transportation programs, including streamlining the approval processes for new transportation projects,

providing new safety tools, and establishing new programs to advance freight projects. FAST replaced MAP-21 and is now superseded by BIL.

FHWA *Federal Highway Administration*, a component of the U.S. Department of Transportation, established to ensure development of an effective national road and highway transportation system. FHW A and FTA, in consultation with the U.S. Environmental Protection Agency (EPA), make Federal Clean Air Act Conformity findings for Regional Transportation Plans, Transportation Improvement Programs, and Federally-funded projects.

FTA *Federal Transit Administration*, a component of the U.S. Department of Transportation, responsible for administering the federal transit program under the Federal Transit Act, as amended, and the Intermodal Surface Transportation Enhancement Act (ISTEA) of 1991.

HSIP *Highway Safety Improvement Program,* continued by the BIL/IIJA, a core federal-aid program with the purpose to achieve a significant reduction in traffic fatalities and serious injuries on all public roads, including non-state-owned public roads and roads on tribal land. Specifically, the California HSIP consists of a Strategic Highway Safety Plan, program of highway safety improvement projects, and the railroad-highway grade grossing program.

GIS *Geographic information systems*, computer-based tools used to store, visualize, analyze, and interpret geographic data. Geographic data, also called spatial, or geospatial data, identifies the geographic location of features.

GHG *Greenhouse gas*, any of various gaseous compounds (such as carbon dioxide or methane) that absorb infrared radiation, trap heat in the atmosphere, and contribute to the greenhouse effect.

HOT *High-Occupancy Toll Lanes*, also called “Express Lanes,” allow single-occupant vehicles to use the freeway lane by paying a toll electronically. Most HOT lanes allow carpools to use the lane without charge.

HOV *High-Occupancy Vehicle Lanes*, vehicular travel lanes restricted to carpools. Some are only active during high-use commute hours.

IIJA *Infrastructure Investment and Jobs Act*, signed in 2021, also known as the BIL provides $550 billion over fiscal years 2022 through 2026 in new federal investment in infrastructure, including in roads, bridges, mass transit, water infrastructure, resilience, and broadband. The BIL reauthorizes several surface transportation programs, including the federal-aid highway program, transit programs, highway safety, and rail programs. IIJA/BIL replaces FAST.

IIP *Interregional Improvement Program*, under the State Transportation Improvement Program (STIP) reforms of Senate Bill 45, the STIP now consists of two broad programs, the Interregional Improvement Program and the Regional Improvement Program (RIP). The

IIP is funded with 25% of the State Highway Account revenues programmed through the State Transportation Improvement Program.

IRRS *Interregional Roadway System*, a series of interregional state highway routes outside of urbanized Areas that provides access to and between the state's economic centers, major recreational areas, and urban and rural regions.

ISTEA *Intermodal Surface Transportation Efficiency Act of 1991*, now superseded, mandated planning requirements and created funding programs for transportation projects.

ITIP *Interregional Transportation Improvement Program*, funds capital improvements on a statewide basis, including capacity increasing projects primarily outside of an urbanized area. Projects are nominated by Caltrans and submitted to the California Transportation Commission for inclusion in the STIP. The ITIP has a five-year planning horizon and is updated every two years by the CTC.

ITS *Intelligent Transportation Systems*, the application of advanced sensor, computer, electronics, and communication technologies, and management strategies to increase the safety and efficiency of the surface transportation system.

LOS *Level of Service*, a qualitative measure of traffic operating conditions whereby a letter grade, A through F, corresponding to progressively worsening traffic conditions, is assigned to an intersection or section of roadway.

LRSP *Local Road Safety Plan*, a framework for identifying, analyzing, and prioritizing roadway safety improvements on local roads. LRSPs are developed to understand and increase transportation safety, with the goal of ultimately reducing severe injury and fatal collisions. LRSPs form the basis for competing for HSIP funding by streamlining and optimizing the application processes.

MAP-21 *Moving Ahead for Progress in the 21st Century*, a funding and authorization bill to govern United States federal surface transportation spending signed in 2012. MAP-21 was superseded by FAST.

NEPA *National Environmental Protection Act*, Federal legislation which created an environmental review process similar to CEQA but pertaining only to projects having federal involvement through financing, permitting, or Federal Land ownership.

PCI *Pavement Condition Index*, used to indicate the general condition of a road or other pavement section, provides a numerical index between 0 and 100, with 100 representing the best possible condition and 0 representing the worst possible condition.

RIP *Regional Improvement Program*, under the State Transportation Improvement Program (STIP) reforms of Senate Bill 45, the STIP now consists of two broad programs, the RIP

and UP. The RIP is funded from 75% of the new STIP funds, divided by formula among fixed county shares. Each county selects projects to be funded from its county share in its Regional Transportation Improvement Program (RTIP).

RTIP *Regional Transportation Improvement Program*, a list of proposed transportation projects submitted to the California Transportation Commission by regional transportation planning agencies for state funding. The RTIP has a five-year planning horizon (previously seven years) and is updated every two years by the CTC.

RTP *Regional Transportation Plan*, a state mandated document prepared at least every five years by all regional transportation planning agencies. The Plan describes existing and projected transportation needs, conditions, and financing affecting all modes within a 20-year horizon.

RTPA *Regional Transportation Planning Agency*, a state designated agency (multicounty or county level-agency) responsible for regional transportation planning to meet state planning mandates. RTPAs can be Local Transportation Commissions, Councils of Government, Metropolitan Planning Organizations, or statutorily created agencies.

SAFETEA-LU *Safe, Accountable, Flexible, Efficient Transportation Equity Act - A Legacy for Users*, now superseded, signed into law in 2005 made changes to metropolitan planning processes and authorized the Federal surface transportation programs for highways, highway safety and transit for 2005-2009.

SHA *State Highway Accoun*t, the state's primary source for funding transportation improvements. Revenues from state fuel tax (gasoline and diesel fuel excise tax), truck weight fees, and the federal highway funds are deposited into SHA. SHA provides funding for 1) non-capital outlays (maintenance, operations, capital outlay support, etc.), 2) State Transportation Improvement Program (STIP), 3) State Highway Operation and Protection Program (SHOPP), 4) local assistance, etc.

SHOPP *State Highway Operations and Protection Program*, a program created by state legislature, which includes projects needed to maintain the integrity of the state highway system, primarily associated with safety and rehabilitation without increasing roadway capacity. SHOPP is a four-year program of projects, approved by the CTC separately from the STIP cycle.

SIP *State Implementation Plan*, required by the Federal Clean Air Act Amendment of 1990. The SIP is an air quality plan developed by the California Air Resources Board in cooperation with local air districts for attaining and maintaining Federal Clean Air Act Standards.

SR *State Route,* officially State Highway Route, which in California is owned and maintained by the California Department of Transportation (Caltrans). Each highway is assigned a

Route number in the Streets and Highways Code (Sections 300-635). Most of these are numbered in a statewide system, and are known as State Routes. United States Numbered Highways are labeled US, and Interstate Highways are Interstate.

SS4A *Safe Streets and Roads for All*, a discretionary grant program established by the IIJA/BIL, with $5 billion in appropriated funds over 5 years. SS4A supports local initiatives to prevent death and serious injury on roads and streets, commonly referred to as “Vision Zero” or “Toward Zero Deaths” initiatives.

STA *State Transit Assistance*, revenues from the excise tax on gasoline and diesel fuel are appropriated to the State Controller's Office by the Legislature for allocation to transit operators by RTPAs.

STIP *State Transportation Improvement Program*, a list of transportation projects proposed in RTIPs and ITIPs, which are approved for funding by the CTC.

TCR *Transportation Concept Report*, a long-term planning document that each Caltrans district prepares for every state highway or portion thereof in its jurisdiction. The purpose of a TCR is to determine how a highway will be developed and managed so that it delivers the targeted level of service (LOS) and quality of operations that are feasible to attain over a 20-year period. Corridor System Management Plans (CSMP) are sometimes created in lieu of TCRs.

TDM *Transportation Demand Management*, refers to policies, programs, and actions that are directed towards decreasing the use of single occupancy vehicles. TDM also can include activities to encourage shifting or spreading peak travel periods.

TSM *Transportation System Management*, refers to the use of low capital intensive transportation improvements to increase the efficiency of transportation facilities and services. These can include carpool and vanpool programs, parking management, traffic flow improvements, high occupancy vehicle lanes, and park-and-ride lots.

VMT *Vehicle Miles Traveled*, a metric used in transportation impact analysis. SB 743 requires the metric of transportation impact used in CEQA to be updated from LOS and vehicle delay to one that promotes the reduction of GHG emissions, the development of multimodal transportation networks, and a diversity of land uses for transit priority areas. In late 2018, the Natural Resources Agency adopted updates to the CEQA guidelines, replacing LOS with vehicle miles traveled (VMT). Though LOS can be used for other purposes, such as identifying needs for local roadway improvements and General Plan compliance, lead agencies must now use VMT for CEQA analysis.

Notice of Intent to Adopt a Negative Declaration for the Mariposa County 2024 Regional Transportation Plan

Lead Agency: Mariposa Local Transportation Commission
Public Works, Transportation Planning Division
4639 Ben Hur Rd
Mariposa, CA 95338

Project Title: Mariposa County 2024 Regional Transportation Plan

Project Location: Mariposa County is located in the western foothills of the Sierra Nevada Mountains. It lies north of Fresno, east of Merced, and southeast of Stockton. Bordering counties include Stanislaus, Tuolumne, Madera, and Merced. A significant portion of Yosemite National Park lies within Mariposa County, including Yosemite Valley, which receives the majority of Yosemite National Park visitors.

Project Description: The proposed project is the adoption and implementation of the Mariposa County 2024 Regional Transportation Plan (RTP). The Mariposa Local Transportation Commission (LTC), which serves as the Regional Transportation Planning Agency (RTPA) for the County of Mariposa, is required by law to adopt and submit an approved Regional Transportation Plan (RTP) to the California Transportation Commission (CTC) every five years. The RTP will serve as the guide to planning transportation investments in Mariposa County involving federal, state, and local funding through 2047. The development of the RTP is a cooperative effort between the LTC, the County, Caltrans, tribal governments, and residents of Mariposa County.

Findings/Determination: LTC has reviewed and considered the proposed project and has determined that the project will not have a significant effect on the environment with the incorporation of substantial supporting evidence provided in the Initial Study. LTC hereby prepares and proposes to adopt a Negative Declaration for this project.

Public Review Period: A 30-day public review period for the Negative Declaration/Initial Study will commence on July 20, 2023 and will end on August 21, 2023 for interested individuals and public agencies to submit written comments on the document. Any written comments on the Negative Declaration/Initial Study should be sent to the attention of Jeannie Morvay-Clayton, Public Works, Transportation Planning at 4639 Ben Hur Road, Mariposa, CA 95338 by 4:30 PM on August 21, 2023. Copies of the Negative Declaration/Initial Study and full RTP are available for review at the Public Works office and on the Mariposa County Public Works / Transportation Planning website.

MARIPOSA COUNTY

Board of Supervisors

County Service Area 1M 2023-5

MEETING: July 18, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: PUBLIC HEARING: Adopt a Resolution to Establish the Current Fee Structure for Mariposa County Service Area (CSA) 1-M (Lake Don Pedro) for Off-season Fire Protection; and Authorize the Fees to be Placed on the Property Tax Roll for Fiscal Year 2023-24

RECOMMENDATION AND JUSTIFICATION

PUBLIC HEARING: Adopt a Resolution to Establish the Current Fee Structure for Mariposa County Service Area (CSA) 1-M (Lake Don Pedro) for Off-season Fire Protection; and Authorize the Fees to be Placed on the Property Tax Roll for Fiscal Year 2023-24.
Annually, a report is generated listing the fees associated with County Service Area 1-M and the Fee report is placed on the Property Tax Roll Upon Board of Supervisors Approval. For Fiscal Year 2023-24 the fees remain unchanged from the previous year. The Public Works Department is asking for Board Approval of the Fees and authorization for them to be placed on the Property Tax Roll for Fiscal Year 2023-24.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On July 12, 2022, per Resolution CSA 1M - 2022-5 the Board approved the FY22-23 fee structure for Lake Don Pedro Service District.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, the fees would cause the non-collection required for continuing to provide off-season fire protection in the Lake Don Pedro Service District.

FINANCIAL IMPACT

ATTACHMENTS

1. **Public Notice**
2. **Resolution**
3. **Notice of Exemption**
4. **Tax Roll 23-24**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District V Supervisor Miles Menetrey
SECONDER: District IV Supervisor Wayne Forsythe

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

PUBLIC HEARING NOTICE
COUNTY SERVICE AREA NO. 1-M
(Lake Don Pedro off-season Fire Protection)

On Tuesday, July 18, 2023, at the hour of 9:00 a.m. or as soon thereafter the Mariposa County Board of Supervisors will conduct a public hearing in the Chambers of the Board of Supervisors, Mariposa County Government Center, 5100 Bullion Street, Mariposa, California, to establish the current fee structure for County Service Area No. 1-M (Lake Don Pedro off-season fire protection). The fees are to be placed on the property tax roll for fiscal year 2023-24.
Any interested member of the public may appear at the hearing and be heard or is welcome to provide written input.

Information on the fees is available for review from the Clerk of the Board, 5100 Bullion Street, Mariposa California 95338 or the Public Works Department at 4639 Ben Hur Road, Mariposa, California 95338.

MARIPOSA COUNTY

RESOLUTION NO. _____

RESOLUTION TO ESTABLISH THE CURRENT FEE STRUCTURE FOR MARIPOSA COUNTY SERVICE AREA 1-M.

SECTION 1. WHEREAS,

(a) This Board has enacted ordinances relative to certain County Service Areas declaring that service charges shall be collected on the tax roll in the same manner and at the same time as the County's general ad valorem property taxes are collected as provided by Government Code Section 25215.4; and

(b) This Board desires to proceed in accordance with the provisions of Government Code Section 54985 and 54986 and Articles XIIIC and XIIID of the California Constitution in order to carry said ordinances into effect; and

(c) This Board ordered the preparation of a written report containing a description of each parcel of real property receiving services and the amount of the charge for each parcel for the fiscal year 2023-2024, and further requiring the Clerk of the Board to select a date and time for a hearing on said report, and to cause a notice of hearing thereon to be published in a newspaper of general circulation in the County pursuant to the provisions of Section 6061 of the Government Code; and

(d) The Public Works Department has investigated possible environmental impacts of the proposed assessments and found this action to be categorically exempt from the requirements for preparation of environmental documents pursuant to Public Resources Code Section 21080(b)(8) and Section 15273 of the State CEQA Guidelines; and

(e) The Director of Public Works having duly prepared said written report and filed the same with the Clerk of the Board, whereupon said Clerk duly selected the date and time for hearing on said report, caused a notice of the filing of said report and the time and place of hearing thereon to be published pursuant to the provisions of Section 6061 of the Government Code, and caused said report to be available for public inspection for a period of not less than ten (10) days prior to the date of said hearing; and

(f) In accordance therewith, a public hearing has been held before this Board today at which time the Board considered said report and heard and considered all objections and protests to said report; and

SECTION 2. NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Mariposa County, State of California, as follows:

1. This Board finds and determines that each of the facts recited herein above is true, and that this Board has jurisdiction to proceed and make the determination set forth below.

2. This Board further finds that because the proposed action is for the reaffirming of rates and charges necessary to meet operating expenses, for the purchase or lease of supplies, equipment and materials, to meet financial reserve needs and requirements and to obtain funds for capital projects necessary to maintain service within existing County Service Areas it is, therefore, categorically exempt from the provisions of the California Environmental Quality Act (CEQA) of 1970 pursuant to Public Resources Code Section 21080(b)(8) and Section 15273 of the State CEQA Guidelines.

3. The Clerk of the Board will file with the County Clerk a Notice of Exemption, pursuant to CEQA and said Guidelines, if requested.

4. The public hearing upon the levying of assessments and fees within each County Service Area is hereby concluded and closed.

5. This Board does hereby confirm that these assessments and fees comply with the applicable provisions of Article XIIID of the California Constitution and that no balloting will be required except to increase the assessments or fees beyond the approved level.

6. This Board hereby approves all assessments and fees described in Exhibit "A" which have remained unchanged since the last fiscal year and adopts this resolution recommended by the Public Works Department prepared for consideration of this Board setting County Service Area fees that are to be placed on the tax roll for fiscal year 2023-2024.

7. The Clerk of the Board shall send a certified copy of this resolution to each of the following:

Public Works Department
County Counsel
County Auditor
County Administrative Officer

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this _____ day of _____, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____
Miles Menetey, Chair
Mariposa County Board of Supervisors

ATTEST:

_____
Danielle Bondshu, Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

NOTICE OF EXEMPTION

To: ☐ Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

☐ County Clerk
County of Mariposa County
P.O. Box 247
Mariposa, CA 95338

From: Mariposa County Public Works
4639 Ben Hur Road
Mariposa, CA 95338

Project Title: County Service Area 1-M Authorized Fees

Project Location-Specific: Mariposa County and Lake Don Pedro

Project Location-City: Mariposa **Project Location-County:** Mariposa County

Description of Project: Re-authorizing fees

Name of Public Agency Approving Project: COUNTY OF MARIPOSA

Name of Person or Agency Carrying Out Project: Mariposa County – Dept. Of Public Works

Exempt Status:

- ☐ Ministerial (Sec. 21080-(b) (8); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3): 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- X Categorical Exemption. State type and section number: Section 15301
- ☐ Statutory Exemptions. State code number:

Reasons why project is exempt: Operation of existing facilities

Lead Agency
Contact Person: Shannon Hansen **Area Code/Telephone:** 209-966-5356

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project:
X Yes ☐ No

Signature: _____ Date: 6/3/23
Title: Director Public Works

X Signed by Lead Agency Date received for filing at OPR:

☐ Signed by Applicant

EXHIBIT "A"
COUNTY SERVICE AREA 1-M
TO BE PLACED ON TAX ROLL FISCAL YEAR 2023-24

CSA NAME	ADDRESS*	SERVICE	23-24 FEE
County Service Area 1-M		Off-Season Fire Protection	
Location: Lake Don Pedro			
Developed Lots			$60.00
Undeveloped Lots			$12.00

MARIPOSA COUNTY

Board of Supervisors

Air Pollution Control District 2023-1

MEETING: July 18, 2023

TO: The Board of Supervisors

FROM: Eric Sergienko, County Health Officer

RE: Accept a Grant in the Amount of $179,770 for the Reduction of Woodsmoke in Mariposa County

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RECOMMENDATION AND JUSTIFICATION

Ratify the acceptance of a grant in the amount of $179,770.00 from the California Air Resources Board (CARB) to Mariposa Air Pollution Control District; and to allow for the transfer of these funds to Health and Human Service Agency's Housing and Homeless program to continue funding of the woodstove replacement program that was started in 2018.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Woodsmoke Reduction Program, part of the California Climate Investments programs, is designed to replace high-polluting, uncertified wood stoves, wood inserts, and fireplaces used for primary home heating with cleaner burning, more efficient home heating devices. The Program willbe administered by CARB and implemented by the District in coordination with the California Air Pollution Control Officers Association (CAPCOA). The role of CAPCOA is to centralize and standardize Program implementation. Residents using uncertified wood stoves, wood inserts, or fireplaces as a primary home heating source in Districts awarded Program funds are eligible for incentives. The incentive amount will vary depending on the type of replacement device, location of the residence, and the household income, with low-income households and households in disadvantaged or low-income communities or on tribal lands qualifying for higher incentives. The Program will include an outreach and educational
component to ensure that households receiving incentives make informed decisions about how to burn and what to burn to maximize the efficiency of the device and minimize pollution.

In 2018, the Mariposa County Air Pollution Control District accepted a $100,000 grant, as part of a pilot program, from CARB and administered through CAPCOA. The decision at that time was to work with the Low Income Heating Assistance Program (LIHEAP) within Mariposa County HHSA. Under this grant, twenty-two woodstoves were replaced.

In 2019, an additional $100,168.07 grant was accepted by the Air Pollution Control District. The performance period for this grant ran from November, 2019 until June 2022. An additional 17 woodstoves were replaced. A waiting list pending additional funding was generated.

An additional grant has not been available until now.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board could choose not to approve this item, less efficient woodstoves which produce more particulate matter would not be replaced with more efficient and cleaner burning ones.

FINANCIAL IMPACT

There would be no cost to the general fund, the grant includes both funding for the program and its administration.

ATTACHMENTS

1. G21-WSRP-13 Mariposa Grant Agreement Executed

VOTE RESULT

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

STATE OF CALIFORNIA
California Environmental Protection Agency
California Air Resources Board
ASD/BCGB-337 (Rev 07/2020)

GRANT AGREEMENT COVER SHEET

GRANT NUMBER
G21-WSRP-13

NAME OF GRANT PROGRAM	
Woodsmoke Reduction Program	
GRANTEE NAME	
Mariposa County Air Pollution Control District	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-6000880	TOTAL GRANT AMOUNT NOT TO EXCEED $179,770.00
START DATE: 6/01/2023	END DATE: 6/30/2025

This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the State of California, California Air Resources Board (CARB) and Mariposa County Air Pollution Control District (the "Grantee or Subrecipient").

List of Exhibits:
Exhibit A – Grant Provisions
Exhibit A – Attachment 1 – Grantee Scope of Work
Exhibit B – Required License
Exhibit C – Budget Summary
Exhibit D – Project Schedule
Exhibit E – Insurance Waiver Forms and Examples
Exhibit F – Woodsmoke Reduction Program – Program Guidelines Fiscal Year 2021-2022

Grant is contingent on CARB receipt of a Board Resolution or Minute Order prior to funds being disbursed to Grantee.

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CARB.
The undersigned certify under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

STATE AGENCY NAME		GRANTEE'S NAME (PRINT OR TYPE)	
California Air Resources Board		Mariposa County Air Pollution Control District	
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY: Alice Kindarara		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)	
TITLE Branch Chief	DATE 6/14/2023	TITLE Air Pollution Control Officer	DATE 6/13/2023
STATE AGENCY ADDRESS 1001 I Street, Sacramento, CA 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 5100 Bullion Street, Mariposa, California 95338	

CERTIFICATION OF FUNDING

AMOUNT ENCUMBERED BY THIS AGREEMENT	PROGRAM	PROJECT	ACTIVITY	
$179,770.00	3510000L32	N/A	N/A	
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT $0.00	FUND TITLE Greenhouse Gas Reduction Fund			FUND NO. 3228
TOTAL AMOUNT ENCUMBERED TO DATE $179,770.00	(OPTIONAL USE)		CHAPTER 249	STATUTE AB179

APPR REF	ACCOUNT/ALT ACCOUNT	REPORTING STRUCTURE	SERVICE LOCATION	FISCAL YEAR (ENY)
101	5432000	39007100	88511	2021/22

I hereby certify that the California Air Resources Board Budget Office acknowledges that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD BUDGET OFFICE:	DATE

I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.

SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE:	DATE

EXHIBIT A

Grant Provisions

1. GRANT SUMMARY AND CONTACT INFORMATION

1.1. The parties agree to comply with the requirements and conditions contained herein, as well as all commitments identified in the following documents:

a. *Woodsmoke Reduction Program – Program Guidelines Fiscal Year 2021-22 Appropriation* (Program Guidelines) dated February 15, 2023, and found in Exhibit F of this Grant Agreement; and

b. The most recent version of the *California Climate Investments Funding Guidelines for Administering Agencies* (Funding Guidelines), found on the Cap-and-Trade Auction Proceeds Funding Guidelines for Administering Agencies website at https://ww2.arb.ca.gov/resources/documents/california-climate-investments-funding-guidelines-administering-agencies and incorporated by reference herein.

1.2. The Woodsmoke Reduction Program (Program) is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment-particularly in disadvantaged communities. The Program as implemented at the air pollution control district or the air quality management district (District) is referred to as the Project.

1.3. California Climate Investments (CCI) logo and name serves to bring under a single brand the many investments whose funding comes from the Greenhouse Gas Reduction Fund (GGRF). The logo represents a consolidated and coordinated initiative by the State to address climate change by reducing greenhouse gases, while also investing in disadvantaged communities and achieving many other co-benefits. Grantee agrees to acknowledge the California Climate Investments program whenever projects funded, in whole or in part by this Agreement, are publicized in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material. The acknowledgement must read as follows: 'This publication (or project) was supported by the "California Climate Investments" (CCI) program. Guidelines for the usage of the CCI logo can be found at http://www.caclimateinvestments.ca.gov/logo-graphics-request.

1.4. Grant Summary

Program Title: Woodsmoke Reduction Program 2021-2022

Grant Funding Amount: $179,770.00

The Woodsmoke Reduction Program is a GGRF-funded program designed to replace high-polluting, uncertified wood stoves, wood inserts, and fireplaces used for primary home heating with cleaner burning, more efficient home heating devices. The 2021-2022 GGRF appropriation committed $5,000,000 for this Program. The Program will be administered by CARB and implemented by the District in coordination with the California Air Pollution Control Officers Association (CAPCOA). The role of CAPCOA is to centralize and standardize Program implementation. This Program will further the goals of Assembly Bill 32 (Nunez, Chapter 488, Statutes of 2006) and related statutes (comprising Health and Safety Code Division 25.5) to reduce greenhouse gas emissions, as well as provide important co-benefits in reducing black carbon emissions and improving air quality.

Residents using uncertified wood stoves, wood inserts, or fireplaces as a primary home heating source in Districts awarded Program funds are eligible for incentives. The incentive amount will vary depending on the type of replacement device, location of the residence, and the household income, with low-income households and households in disadvantaged or low-income communities or on tribal lands qualifying for higher incentives. The Program will include an outreach and educational component to ensure that households receiving incentives make informed decisions about how to burn and what to burn to maximize the efficiency of the device and minimize pollution.

1.5. Grant Parties and Contact Information

a. This grant is from CARB to the Mariposa County Air Pollution Control District (hereinafter referred to as Grantee). The Grantee will perform the activities outlined in Section 4, Scope of Work, and Attachment I, Grantee Scope of Work.

b. The CARB Program Liaison is Kasia Turkiewicz or another designee appointed by CARB. Correspondence regarding this Program shall be directed to:

Kasia Turkiewicz
California Air Resources Board
Air Quality Planning and Science Division
Post Office Box 2815
Sacramento, California 95812
Phone: (279) 208-7743
Email: kasia.turkiewicz@arb.ca.gov

c. The Grantee Liaison is Eric Sergienko or another designee appointed by Grantee. Correspondence regarding this Program must be directed to:

Mr. Eric Sergienko
Air Pollution Control Officer
Mariposa County Air Pollution Control District
5100 Bullion Street
Mariposa, CA 95338
Phone: (209) 966-2220
Email: esergienko@mariposacounty.org

1.6. Definitions for terms used in this Grant Agreement can be found in Section 16.

2. GOVERNING BOARD APPROVAL

2.1. Prior to the execution of this Grant Agreement, the Grantee is required to submit to CARB a resolution, minute order, or other approval of its governing board that authorizes the Grantee to enter into this Grant Agreement and that commits the Grantee to comply with the requirements of this Grant Agreement. Alternatively, the Grantee and CARB may execute this Grant Agreement before a Grantee has submitted this governing board resolution, minute order, or other approval to CARB; however, the Grantee may not perform work under this Grant Agreement, and no funding will be disbursed until the Grantee has submitted this governing board resolution, minute order, or other approval to CARB.

3. PROGRAM PERIOD

3.1. Performance of work or other expenses billable to CARB under this Grant may commence after full execution of this Grant Agreement by both parties and Grantee's submission to CARB of its governing board's resolution, minute order, or other approval, described in Section 2 of this

Grant Agreement. Performance on this Grant ends once the Grantee has submitted a draft final report (Project Closeout) or if this Grant Agreement is terminated, whichever is earlier.

3.2. Upon full expenditure of grant funds, the Grantee shall submit a Project Closeout report to the CARB Program Liaison (see Section 12.2.d of this Grant Agreement) after Program completion.

3.3. Funds that Grantee has not liquidated by June 30, 2025, must be returned to CARB within ninety (90) days, or by September 30, 2025. Expenditure of Project funds granted may not be reduced due to any loss incurred in an insured bank or investment account.

3.4. If additional funding becomes available, the CARB Executive Officer in his sole discretion retains the authority to amend this Grant to provide additional disbursement to the Grantee to complete tasks related to the Scope of Work for this Grant Agreement.

4. SCOPE OF WORK

This section defines the nature of the Program and respective duties and requirements of CARB, the Grantee, and CAPCOA in implementing this Grant Agreement.

4.1. The Program will provide incentives towards the replacement of existing uncertified residential wood burning stoves, wood inserts, or fireplaces used for primary space heating with the Program-eligible replacement devices listed in Section 4.2.

4.2. Only the following types of home heating devices are eligible for incentives: electric stove heaters, electric heat pumps, pellet stoves, hybrid wood stoves, catalytic wood stoves, and select non-catalytic wood stoves listed in Table 1. Pellet or wood burning stoves must meet the current New Source Performance Standards (NSPS) to be eligible for incentives.

Table 1. Non-Catalytic Wood Stoves Eligible for Incentives

Manufacturer Name	Model Name	Annual Avg Emission Rate (grams/hr)
Energy Distribution	Invicta Group: Kazan, Kazan GA, Kiara, and Kiara GA	1.8
Energy Distribution	Gaya Ardoise, Itaya, Onyx, Gaya Feuille, Symphonia, Antaya, Theïa, Akan	1.9
HHT/Hearth and Home Tech	21M-ACC-C, Discovery-1-C	1.7
Hearth and Home Technologies	Quadra Fire Expedition II and Vermont Castings Montpelier II	1.8

4.3. Any wood stove removed through this Program must be rendered permanently inoperable and recycled, if recycling is available in the area. If the replacement device is a ductless mini-split heat pump, household may be allowed to retain the old wood burning device to serve as emergency heat in case of a power outage. The approval to retain the old device will be granted on a case-by-case basis by the District. Households would be required to sign an agreement to use their old device only in case of a power outage.

4.4. Incentives offered by other programs can be combined with ones offered by this Program to reduce households' out-of-pocket costs providing the sum of all incentives does not exceed the actual cost of the project and the change-out conforms to all Program requirements.

4.5. CARB is responsible for the following:

a. Participating in meetings with Grantee to discuss Program refinements and guide the administration of the Program.

b. Reviewing and, if appropriate, approving Project elements provided by Grantee.

c. Reviewing and, if appropriate, approving all grant disbursement requests and distribution of funds to Grantee.

d. Working with Grantee and CAPCOA to develop templates for data and report submittals at both Program and Project levels.

e. Providing Project oversight in conjunction with Grantee and CAPCOA.

f. Ensuring Grantee complies, and ensures Project compliance, with applicable requirements of the Program Guidelines, Funding Guidelines, and this Agreement.

g. Reviewing data and reports submitted by Grantee.

h. Submitting semi-annual reports to the California Climate Investment Reporting and Tracking System (CCIRTS).

i. Reviewing a sufficient number of Projects (number determined by CARB Program Liaison) each year to ensure proper Program implementation as directed by both Program and Funding Guidelines.

4.6. Grantee is responsible for the following:

Developing and implementing Project tasks as described below and in Attachment I, Grantee Scope of Work. Minimum duties and requirements of Grantee include:

a. Implementing the Project as outlined in the Program Guidelines.

b. Participating in a Project kick-off meeting or conference call with CARB staff and CAPCOA before work begins. The purpose of the initial meeting will be to discuss the overall plan, Program schedule, Project reporting, and any issues that may need to be addressed.

c. Participating in more frequent meetings that may be scheduled at the discretion of the CARB Program Liaison, CAPCOA, and the Grantee.

d. Ensuring that all Project tasks are completed during the period of this grant.

e. Apprising the CARB Program Liaison of any delays in implementing the scope of work below.

f. Overseeing the Project budget and funds.

g. Abiding by the insurance requirements in Section 10 of this Grant Agreement.

h. Collecting and maintaining records in accordance with Section VI of the Program Guidelines as well as Section 7 of this Grant Agreement to comply with reporting and program review requirements.

i. Ensuring that only licensed professionals will be used to perform services under this Grant Agreement. Professional installers could participate in the Program if they have a minimum of three (3) years of experience installing home heating devices to manufacturer specifications and possess an appropriate active license issued by the California Contractors State License Board throughout the life of the

contract. Exhibit B lists acceptable licenses for each type of installation.

j. Coordinating with CAPCOA on the submission of required reports as specified in Section 12 of this Grant Agreement.

k. Promoting the Program with the emphasis on low-income households and households located in disadvantaged or low-income communities or on tribal lands with the goal to distribute 75 percent of Project funds to these priority populations.

4.7. CAPCOA is responsible for the following:

a. Serving as an intermediary between CARB and Grantee in Project implementation.

b. Monitoring Grantee's progress in Project implementation and apprising CARB Program Liaison of any problems or delays.

c. Communicating regularly with CARB and Grantee on Project implementation.

d. Acting as a clearing house to facilitate the exchange of information, including Program-related forms, examples of advertisements, examples of reports and other related information, between Grantee and other Districts participating in the Program.

e. Coordinating with Grantee on the submission of required reports consistent with Section 12.

f. Submitting required reports to CARB consistent with Section 12.

5. FINANCIAL MATTERS AND GRANT DISBURSEMENTS

5.1. Budget

a. The maximum amount of this Grant is **$179,770.00**. Under no circumstance will CARB reimburse the Grantee for more than this amount. A written Grant Agreement amendment is required whenever there is a change to the amount of this Grant.

b. The budget for this Project is shown in Exhibit C. Grant Disbursement Requests for the total Grant amount must not exceed the amount shown in Exhibit C. Project implementation costs also must not exceed the amount shown in Exhibit C. All of the Project implementation funds may be used for direct costs, but indirect costs are limited to the amount shown in the Exhibit C, Budget Summary.

c. The total funding may be reallocated by CARB at CARB's sole discretion in the event that the Grantee requests less than the total

funds allocated for the Project for all Project activities performed during the term of the Grant Agreement.

5.2. Advance Payment

Consistent with the Legislature's direction to expeditiously disburse grants, CARB in its sole discretion may provide advance payments of grant awards in a timely manner to support program initiation and implementation with a focus on mitigating the constraints of modest reserves and potential cash flow problems.

Recognizing that appropriate safeguards are needed to ensure grant monies are used responsibly, CARB has developed the grant conditions described below to establish control procedures for advance payments. CARB may provide advance payments to Grantee of a grant program or project if CARB determines all of the following.

a. The advance payments are necessary to meet the purposes of the grant project.

b. The use of the advance funds is adequately regulated by grant or budgetary controls.

c. The request for application or the request for proposals contains the terms and conditions under which an advance payment may be received consistent with this section.

d. The Grantee is either a small air district or the Grantee meets all of the following criteria:

   i. Has no outstanding financial audit findings related to any of the moneys eligible for advance payment and is in good standing with the Franchise Tax Board and Internal Revenue Service.

   ii. Agrees to revert all unused moneys to CARB if they are not liquidated within the timeline specified in the Grant Agreement.

   iii. Submits a spending plan to CARB for review prior to receiving the advance payment. The spending plan shall include project schedules, timelines, milestones, and the Grantee's fund balance for all state grant programs.

   iv. CARB shall consider the available fund balance when determining the amount of the advance payment.

   v. Reports to CARB any material changes to the spending plan within thirty (30) days.

   vi. Agrees to not provide advance payment to any other entity.

e. In the event of the nonperformance of the Grantee, CARB shall require the full recovery of the unspent moneys. The Grantee shall

provide a money transfer confirmation within forty-five (45) days upon the receipt of a notice from CARB.

f. The Grantee must complete and submit to CARB for review and approval, an Advance Payment Request Form, along with each grant disbursement that is requesting advance payment. The Advance Payment Request Form shall be provided by CARB to the Grantee after the grant execution.

g. CARB may provide an advance of the direct project costs of the grant, if the program has moderate reserves and potential cash flow issues. Advance payments will not exceed the Grantee's interim cash needs.

h. The Grantee assumes legal and financial risk of the advance payment.

i. Grantee shall place funds advanced under this section in an interest-bearing account. Grantee shall track interest accrued on the advance payment. Interest earned on the advance payment shall only be used for eligible grant-related expenses as outlined in Sections 4, 8, 9, and 17 or will be returned to CARB.

j. Grantee shall report to CARB the value of any unused balance of the advance payment and interest earned and submit quarterly fiscal accounting reports consistent with Section 12 of this Grant Agreement.

k. Grantee shall remit to CARB any unused portion of the advance payment and interest earned within ninety (90) days following the end date of this Grant Agreement term on June 30, 2025, or the reversion date of the appropriation, whichever comes first.

5.3. Grant Disbursement

All disbursements from the total Grant award will be made following CARB's review and approval of any Grant Disbursement Request Forms.

a. CARB shall disburse funds in accordance with the California Prompt Payment Act, Government Code Section 927, et. Seq.

6. SUSPENSION OF PAYMENT AND GRANT AGREEMENT TERMINATION

6.1. CARB reserves the right to issue a grant suspension order in the event that a dispute should arise. The grant suspension order will be in effect until the dispute has been resolved or the Grant Agreement has been terminated. If the Grantee chooses to continue work on the Project after receiving a grant suspension order, the Grantee will not be reimbursed for any expenditure incurred during the suspension in the event CARB terminates the Grant Agreement. If CARB rescinds the suspension order

and does not terminate the Grant Agreement, CARB at its sole discretion will reimburse the Grantee for any expenses incurred during the suspension that CARB deems reimbursable in accordance with the terms of the Grant Agreement.

6.2. CARB reserves the right to terminate this Grant Agreement upon thirty (30) days' written notice to the Grantee, if CARB determines that the Program has not progressed satisfactorily after conducting a Project review (Section 11.5 of this Grant Agreement) or if the Grantee has violated the grant agreement and the Grantee and CARB have been unable to agree on modifications to the Project. In case of early termination, the Grantee will submit a Progress Report covering activities up to, and including, the termination date and following the requirements specified herein and in Section 12.

6.3. CARB reserves the right to immediately terminate this Grant Agreement in accordance with general grant provisions outlined in Section 15.

6.4. CARB or its designee may recoup funds that were received based upon misinformation or fraud, or for which a Grantee, District, or subcontractor is in significant or continual non-compliance with the terms of this grant or State law. CARB also reserves the right to prohibit any entity from participating in future projects, due to non-compliance with Program requirements. Examples of Program deficiencies include.

a. Replacing a wood stove, wood insert, or fireplace not eligible for the Program;

b. Installing a device not eligible for the Program;

c. Issuing an Enhanced Incentive to an ineligible Applicant;

d. Failing to properly document each change-out;

e. Failing to properly dispose of the old stove;

f. Allowing an Applicant to install his/her replacement device; and

g. Failing to submit required reports.

7. PROJECT RECORDS

7.1. Grantee will develop and maintain accounting procedures as further described below. Project records include but are not limited to Grantee's financial and other records. All Project records must be retained by the Grantee for a period of three (3) years after the final Project funds liquidation date of June 30, 2025 and shall be stored in a secured and safe storage facility that maintains confidentiality and provides fire and natural disaster protection. All Project records are subject to program review and State audit pursuant to Section 13 of this Grant Agreement. Upon completion of the third (3rd) year of record

retention, the Grantee shall take all reasonable steps to dispose, or arrange for the disposal, of records containing Personally Identifiable Information by (a) shredding, (b) erasing, or (c) otherwise modifying the personal information in those records to make it unreadable or undecipherable through any means.

7.2. Without limitation of the requirement to maintain Project accounts in accordance with generally accepted accounting principles, the Grantee must:

a. Establish an official file for the Project that will adequately document all significant actions relative to the Project.

b. Establish separate accounts that will adequately and accurately depict all amounts received and expended on the Project.

c. Establish an accounting system that will adequately depict final total costs of the Project, including both direct and indirect costs.

7.3. Other records include all deliverables required under Section12 of this Grant Agreement and those specified in the Program Guidelines.

7.4. Grantee will ensure that applicants are made aware that information collected under the auspices of this Program, with the exception of confidential or personally identifiable information as noted in Section 15.23 of this Grant Agreement, may be made publicly available to the extent allowed by federal, State, and local laws and regulations.

8. DOCUMENTATION OF USE OF PROJECT FUNDS

8.1. The Grantee must maintain documentation of all Project funds including the following:

a. Application, including affidavit of primary source of heat;

b. Verification of old device eligibility;

c. Verification of new device eligibility;

d. Verification of income (if applicable);

e. Copy of final permit (City, County, or State);

f. Photographic evidence of change-out completion, including "before" and "after" photos showing the devices in relation to the room where they were/are installed;

g. Verification of destruction of uncertified stove (including recycling if available locally) or, where applicable, verification of rendering fireplace and chimney permanently inoperable;

h. Verification that the resident was trained on device operation and maintenance and, if applicable, following best practices in wood

storage and wood burning for residential space heating; and

i. Invoices from installer and a verification of payment.

If selected for a Program Review, Grantee must make this documentation available to CARB staff. An abbreviated listing of completed change-outs and associated costs must be submitted to CARB with each quarterly Fiscal Report.

9. DOCUMENTATION OF USE OF PROJECT IMPLEMENTATION FUNDS

9.1. Project implementation funds may be used for implementing the tasks identified in the Scope of Work. The total cost of implementing the Project must not exceed the amount specified in Exhibit C, Budget Summary. All of the Project implementation funds may be used for direct costs, but indirect costs are limited to the amount shown in the Exhibit C, Budget Summary.

9.2. Project implementation costs include cost of labor and expenses directly related to implementing the Project (direct cost) as well as costs not tied directly or solely to the Project (indirect costs also referred to as administrative costs).

a. Direct project implementation costs, directly related to implementing the Project, include the following:

   i. The Grantee's personnel costs;

   ii. Fringe benefit costs;

   iii. Operating costs (including rent, supplies, and equipment);

   iv. Travel expenses and per diem rates set at the rate specified by California Department of Human Resources (CalHR)[1];

   v. Overhead;

   vi. Consultant fees (if pre-approved by CARB); and

   vii. Printing, records retention, and mailing costs.

b. Indirect project implementation costs, not tied directly or solely to the Project, also referred to as administrative costs, include the following:

   i. Distributed administration and general administrative services;

   ii. Non-project related contracts or subscriptions;

   iii. Rent and office space, phones and telephone services, printing, or mailing services not associated with staff working on the project; and

[1] Under no circumstances should the Grantee exceed travel expenses and per diem rates set by CalHR.

iv. Any other costs that are not directly and fully incurred to support the grant.

9.3. The Grantee must maintain documentation of all direct and indirect Project implementation costs, including the following:

a. Personnel documentation must make use of timesheets or other labor tracking software. Duty statements or other documentation may also be used to verify the number of staff and actual hours or percent of time staff devoted to Project administration.

b. Administration funds for subcontractor(s) must be documented with copies of the contract and any applicable invoices.

c. Printing, mailing, records retention, and travel expenses must be documented with receipts and/or invoices.

d. Any reimbursement for necessary travel and per diem must be at rates not to exceed those amounts paid to the State's represented employees. No travel outside the State of California will be reimbursed unless prior written authorization is obtained from CARB. CalHR's travel and per diem reimbursement amounts may be found online at http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx. Reimbursement must be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee; and

e. If indirect costs are used to document administration funds for the Project, the Grantee must indicate how these costs are determined.

9.4. The above documentation, records, and referenced materials must be made available for review during monitoring visits and audits by CARB, or its designee. These records must be retained for a minimum of three (3) years after the final Project funds liquidation date of June 30, 2025.

9.5. The above documentation must be provided to CARB in the Final Report.

10. INSURANCE REQUIREMENTS

10.1. General Provisions

a. Coverage Term: Coverage needs to be in force for the complete term of the Project agreement. If insurance expires during the term of the Project agreement, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the Project agreement.

b. Policy Cancellation or Termination and Notice of Non-Renewal:

Installer/contractor is responsible to notify the State within five (5) business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event installer/contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate the Project agreement upon the occurrence of such event, subject to the provisions of this Grant Agreement.

c. Deductible: Installer/contractor is responsible for any deductible or self-insured retention contained within their insurance program.

d. Primary Clause: Any required insurance contained in the Project agreement shall be primary, and not excess or contributory to any other insurance carried by the State.

e. Insurance Carrier Required Rating: All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the installer/contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

f. Endorsements: Any required endorsement must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

g. Inadequate Insurance: Inadequate or lack of insurance does not negate the installer/contractor's obligations under the Agreement.

h. Satisfying an SIR: All insurance required by this Grant Agreement or the Project agreements must allow the State to pay and/or act as the installer/contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the installer/contractor's agent in satisfying any SIR is at the State's discretion.

i. Available Coverages/Limits: All coverage and limits available to the installer/contractor shall also be available and applicable to the State.

j. Subcontractors/Manufacturers: In the case of installer/contractor's utilization of subcontractors/manufacturers to complete the contracted scope of work, installer/contractor shall include all subcontractors/manufacturers as insured's under installer/contractor's insurance or supply evidence of insurance to the State equal to policies, coverages, and limits required of installer/contractor.

10.2. Commercial General Liability

Installer/contractor shall maintain general liability on an occurrence form with limits not less than $1,000,000 per and $2,000,000 aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent

contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Project agreement. This insurance shall apply separately to each insured against which claim is made, or suit is brought subject to the installer/contractor's limit of liability. **The policy must name the State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.**

10.3. Automobile Liability

Installer/contractor shall maintain motor vehicle liability with limits not less than $1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. **The policy must name the State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.**

In the event that the installer/contractor does not have any commercially owned motor vehicles, a no-owned autos waiver must be completed and retained in District files. A sample waiver form is included in Exhibit E of this Grant Agreement.

10.4. Workers' Compensation and Employers' Liability

Contractor must furnish to the State a certificate of insurance to remain in effect at all times during the term of this Agreement. Contractor shall maintain statutory workers' compensation and employers' liability for all its employees who will be engaged in the performance of the Agreement. Employers' liability limits of $1,000,000 are required. The policy must include:

> **When work is performed on State owned or controlled property the Workers' Compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided.**

In the event that the installer/contractor does not have any employees, a worker's compensation statement of exemption form must be completed and retained in District files. An example exemption form is included in Exhibit E of this Grant Agreement.

11. PROGRAM MONITORING

11.1. Any changes to the Scope of Work or timeline for the Project require the prior written approval of the CARB Program Liaison, and, depending on the scope and extent of the changes, may require a written Grant Agreement Amendment.

11.2. The Grantee must notify the CARB Program Liaison and Grant Coordinator immediately, in writing, if any circumstances arise (technical, economic, or otherwise), which might jeopardize completion of the Project, or if there is a change in key Project personnel.

11.3. The Grantee must coordinate with CAPCOA to provide information requested by the CARB Program Liaison that is needed to assess progress in completing tasks and meeting the objectives of the Project.

11.4. Any change in budget allocations, re-definition of deliverables, or extension of the Project schedule must be requested in writing to the CARB Program Liaison and approved by CARB, in its sole discretion. Such changes may require a written Grant Agreement Amendment.

11.5. CARB will review a sufficient number of Projects each year to ensure proper Program implementation. If Grantee is selected for Project review, CARB will contact Grantee Liaison at least thirty (30) days in advance. The Project review should include all books, papers, accounts, documents, photographs, and other records related to the Project for which Program funds were used. The Grantee will be expected to assign an employee familiar with the Project and accounting procedures to assist the CARB reviewer(s) and have the Project records, including cancelled warrants, readily available for inspection.

12. REPORTING

12.1. Data Flow

a. The Grantee must coordinate with CAPCOA on the submittal of required Project and fiscal reports. If requested by CARB, Grantee will be responsible for submitting reports directly to CARB.

12.2. Project Reporting

a. Project data are reported during each semi-annual reporting cycle. The reporting cycles cover December 1 through May 31 and June 1 through November 30. The reports are due to CARB on June 1 and December 1.

b. Grantee shall submit an initial Project report called Awarded Report upon entering into a Project agreement with CARB. At this stage, Grantee must submit data with Project details and expected benefits. This report is submitted once during the first reporting cycle after signing the Agreement in a format agreed upon between the CARB Program Liaison and the Grantee.

c. The Grantee shall submit Implementation Reports each reporting cycle. The Implementation Reports shall be provided in a format agreed upon between the CARB Program Liaison and the Grantee

and will contain information on each change-out completed during the reporting cycle.

d. When the Project is complete, the Grantee shall submit a Project Closeout Report. The Project Closeout Report shall be provided in a format agreed upon between the CARB Program Liaison and the Grantee. This report shall be submitted upon completion of the Project at the next reporting cycle.

12.3. Fiscal Reporting

a. Following receipt of funds, Grantee will submit quarterly fiscal accounting reports (Fiscal Report) to CAPCOA detailing expenditure of funds by Grantee, including interest accrued on any Project funds received. The Fiscal Reports shall be provided in a format agreed upon between the CARB Program Liaison and the Grantee and needs to include an itemized invoice of all expenditures incurred during the quarter.

13. OVERSIGHT AND ACCOUNTABILITY

The Grantee must comply with all oversight responsibilities identified herein.

13.1. CARB or its designee may recoup Project funds which were received based upon misinformation or fraud, or for which a Grantee or its subcontractor(s), or a participant in the Project is in significant or continual non-compliance with the terms of this Grant Agreement or state law.

13.2. CARB or its designee reserves the right to review the Project at any time during the duration of this Grant Agreement the Grantee's costs of performing the Grant and to refuse payment of any reimbursable costs or expenses that in the opinion of CARB or its designee are unsubstantiated or unverified. The Grantee shall cooperate with CARB or its designee including, but not limited to, promptly providing all information and documents requested, such as all financial records, documents, and other information pertaining to reimbursable costs, and any matching costs and expenses.

13.3. The Grantee shall retain all records referred to above and provide them for examination and Project review or State audit for three (3) years after the final Project funds liquidation date of June 30, 2025.

13.4. The Grantee shall develop and maintain accounting procedures to track reservation and expenditures by grant award, fiscal year, and of all funding sources.

13.5. CAPCOA will serve in an oversight role to centralize and standardize Program implementation. Grantee shall coordinate with CAPCOA on the submission of required reports.

14. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

14.1. CARB has determined that the Project funded by this Grant Agreement is exempt from CEQA; Grantee should ensure that the Project is implemented consistent with the Grant Agreement to maintain CEQA exempt status.

15. GENERAL PROVISIONS

15.1. **Potential sub-grantee**: Nothing contained in this Grant Agreement or otherwise shall create any contractual relation between CARB and any sub-grantees, and no sub-grant shall relieve Grantee of its responsibilities and obligations under this Grant Agreement. Grantee agrees to be as fully responsible to CARB for the acts and omissions of its sub-grantees and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay its sub-grantees is an independent obligation from CARB's obligation to make payments to Grantee. As a result, CARB shall have no obligation to pay or to enforce the payment of any moneys to any sub-grantee. Grantee shall not sub-grant any services under this Grant Agreement without the prior approval in writing of CARB.

15.2. **Amendment**: No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.

15.3. **Assignment**: This grant is not assignable by the Grantee, either in whole or in part, without the consent of CARB, in writing.

15.4. **Compliance with law, regulations, etc.**: The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal, State, and local laws, rules, guidelines, regulations, and requirements.

15.5. **Conflict of interest**: The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.

15.6. **Disputes**: The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute. Grantee staff or management may work in good faith with CARB staff or management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within thirty (30) days of when the issue is first raised with CARB staff in writing shall be subject to resolution by the CARB Executive Officer, or designated representative. Nothing contained in

this paragraph is intended to limit any rights or remedies that the parties may have under law.

15.7. **Environmental justice**: In the performance of this Grant Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State.

15.8. **Fiscal management systems and accounting standards**: The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Grant Agreement. Unless otherwise prohibited by State or local law, the Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.

15.9. **Force majeure**: Neither CARB nor the Grantee shall be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, etc.

15.10. **Governing law and venue**: This grant is governed by and shall be interpreted in accordance with the laws of the State of California. CARB and the Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.

15.11. **Indemnification**: The Grantee agrees to indemnify, defend and hold harmless the State and the Board and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by the Grantee or any sub-grantee, and out of the operation of equipment that is purchased with funds from this Grant Award.

15.12. **Grantee's responsibility for work**: The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contract, or sub-grantee's contract, for work on the Program or any project, including but not limited to payment disputes with contractors, subcontractors, and providers of services. The State

will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

15.13. **Independent contractor**: The Grantee, and its agents and employees, and sub-grantees, if any, in their performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of CARB.

15.14. **Nondiscrimination**: During the performance of this Grant Agreement, the Grantee, sub-grantees, and their contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. The Grantee and its third party entities shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its third party entities shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Grantee and its third party entities shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Grant Agreement

15.15. **No third party rights**: The parties to this Grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking establish herein.

15.16. **Prevailing wages and labor compliance**: If applicable, the Grantee agrees to be bound by all the provisions of State Labor Code Section 1771 regarding prevailing wages. If applicable, the Grantee shall monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the prevailing wage provisions of State Labor Code Section 1771 are being met.

15.17. **Severability**: If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.

15.18. **Termination**: CARB may terminate this Grant Agreement by written notice at any time prior to completion of Projects funded by this Grant Agreement, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement, within ten (10) days.

15.19. **Timeliness**: Time is of the essence in this Grant Agreement. Grantee shall proceed with and complete the Project in an expeditious manner.

15.20. **Waiver of rights**: Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.

15.21. **Availability of funds**: CARB's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement.

15.22. **Confidentiality**: No record that has been designated as confidential by CARB, or is the subject of a pending application of confidentiality, shall be disclosed by the Grantee. Any confidential information or data submitted to CARB by the Grantee may be shared with other divisions within CARB.

15.23. **Personally identifiable information**: Information or data that personally identifies an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee shall safeguard all such information or data which comes into their possession under this agreement in perpetuity, and shall not release or publish any such information or data.

15.24. **Ownership**: All information or data received or generated by the Grantee under this agreement shall become the property of CARB. No information or data received or generated under this agreement shall be released without CARB's approval. This does not prohibit Grantee from promoting the Program. Grantee shall follow the guidelines acknowledging CCI funding and logo use outlined in Section 1.3.

15.25. **Audit**: Grantee agrees that CARB, the Department of General Services, Department of Finance, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant and all State funds received. Grantee agrees to maintain such records

for possible audit for a minimum of three (3) years after the term of this Grant is completed, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include similar right of the State to audit records and interview staff in any Grant related to performance of this Agreement.

16. DEFINITIONS

16.1. **AB 32**: Assembly Bill 32, Global Warming Solutions Act, Nuñez, Chapter 488, Statutes of 2006.

16.2. **Administrative Costs (Also Referred to as Indirect Project Implementation Costs):** A subset of project implementation costs, not tied directly or solely to the Project, such as distributed administration and general administrative services; non-project related contracts or subscriptions; rent and office space, phones and telephone services, printing, or mailing services not associated with staff working on the Project; or any other costs that are not directly and fully incurred to support the grant.

16.3. **Applicant**: Individual resident requesting replacement of older wood stove or device.

16.4. **Awarded Project Report**: The initial Project report with Project details and expected benefits submitted to CAPCOA during the first reporting cycle after signing this Agreement following the reporting requirements in Section 12 of this Grant Agreement.

16.5. **CAPCOA**: California Air Pollution Control Officers Association.

16.6. **CARB**: California Air Resources Board.

16.7. **CCI**: California Climate Investments

16.8. **Change-out**: Replacement of individual wood stove (or other device).

16.9. **Direct Project Implementation Costs**: Costs of direct labor and expenses associated with implementing the Project. Examples include: outreach and education, application review and processing, processing payments, and data reporting.

16.10. **District(s)**: Local air pollution control districts or air quality management districts.

16.11. **Enhanced Incentive**: A higher incentive given to low-income households and households located on tribal lands or in disadvantaged or low-income communities. The maximum allowable Enhanced Incentive level is $10,000 for an electric heat pump and $5,000 for all other types of heating devices

16.12. **Funding Guidelines**: *California Climate Investments Funding Guidelines for Administering Agencies*.

16.13. **GGRF**: Greenhouse Gas Reduction Fund.

16.14. **Grantee**: Grant recipient.

16.15. **Implementation Costs**: Costs of implementing the Project including direct labor and expenses as well as any indirect expenses (also referred to as administrative expenses).

16.16. **Implementation Report**: An update on all incentives/upgrades that have been installed since the last reporting cycle for each change-out funded and overseen by Grantee. This report is submitted to CAPCOA following the reporting requirements in Section 12 of this Grant Agreement.

16.17. **Incentive**: The amount of funding given to an applicant to replace an uncertified wood stove, wood insert, or fireplace. The incentive amount will be determined by each District in coordination with CAPCOA but cannot exceed $10,000 for an electric heat pump or $5,000 for any other replacement device for Enhanced Incentive and $5,000 for an electric heat pump or $2,500 for any other replacement device for a Standard Incentive.

16.18. **Indirect Project Implementation Costs**: Also defined as Administrative Costs.

16.19. **Installer**: A licensed professional contracted to remove the uncertified wood stove or insert and install the replacement device, possessing an appropriate active license, consistent with Exhibit B, issued by the California Contractors State License Board throughout the life of the contract, and have a minimum of three (3) years of experience of installing home heating devices to manufacturer specifications.

16.20. **Program**: Woodsmoke Reduction Program

16.21. **Program Guidelines**: CARB's February 15, 2023 *Woodsmoke Reduction Program – Program Guidelines Fiscal Year 2021-22 Appropriation*.

16.22. **Project**: Program implementation at the District level.

16.23. **Project Agreement:** The agreement entered into between the Grantee and any sub-grantee to implement the Program at the District level.

16.24. **Project Closeout**: The final report submitted by the Grantee to the CARB Program Liaison at the next reporting cycle after all funds have been expended or after the legal agreement between CARB and Grantee has ended.

16.25. **Reporting Cycle**: Span of time used to report on Program progress. Program data are submitted semi-annually for the reporting cycles

covering December 1 through May 31 (due to CARB June 1) and June 1 through November 30 (due to CARB December 1).

16.26. **Standard Incentive**: A lower incentive given to households which do not qualify for Enhanced Incentive. The maximum allowable Standard Incentive level is $5,000 for an electric heat pump and $2,500 for all other types of heating devices.

16.27. **Subcontractor**: District or Installer.

16.28. **Sub-grantee**: District or Installer or other entity that has entered into an agreement with Grantee or District(s) to perform services related to this Grant Agreement.

EXHIBIT A, Attachment I

Grantee Scope of Work

1. Grantee will provide incentives in Grantee's jurisdiction towards the replacement of existing uncertified residential wood burning stoves, wood inserts, or fireplaces used for primary residential heating with the Program-eligible replacement devices listed in Section 4.2.
2. Grantee will ensure that incentives do not exceed the actual total change-out cost and are limited to a per property or household maximum of $10,000 for an electric heat pump or $5,000 for any other replacement device for Enhanced Incentive and $5,000 for an electric heat pump or $2,500 for any other replacement device for a Standard Incentive.
3. Grantee will promote the Program and help households understand the benefits of changing from an uncertified wood stove to a cleaner home heating device.
4. Grantee's goal should be to distribute seventy-five (75) percent of total funding to low-income households and households located in disadvantaged or low-income communities or on tribal lands.
5. Grantee will keep records of each change-out, including the following:
    a. Application including address, priority population designation and/or income verification (if applicable), affidavit of primary source of heat, and proof of eligible existing stove.
    b. Verification of installation including proof of installer eligibility, proof of final inspections/permits, and proof of eligible replacement stove.
    c. Verification of destruction of old stove and, if applicable, rendering the fireplace inoperable.
    d. Verification of training.
    e. Verification of payment and invoices from installers.
6. Grantee will provide a subset of this information, consistent with templates provided by CARB, to the CAPCOA coordinator for collection and preparation of Progress Reports to be submitted to CARB.
7. Grantee will ensure that change-out recipient is trained on proper wood storage and wood burning practices (if applicable) and device operation and maintenance.
8. Grantee will coordinate with CAPCOA on the preparation of required reports consistent with Section 12.

EXHIBIT B

Required License

Professional installers may participate in the Program if they have a minimum of three (3) years of experience installing home heating devices to manufacturer specifications and possess an appropriate active license issued by the California Contractors State License Board throughout the life of the contract. Acceptable license(s) for each type of installation are listed below.

License Class	Equipment Allowed to Install	Special Conditions
C61/D34	• Wood stove/insert • Pellet stove/insert • Electric stove/insert heater	As long as there are no modifications/alterations to the structure. Furthermore, a C61/D34 contractor cannot perform any masonry facing work associated with the stove/insert installation.
C20	• Wood stove/insert • Pellet stove/insert • Electric stove/insert heater • Heat pump	
B	• Wood stove/insert • Pellet stove/insert, • Electric stove/insert heater • Heat pump	A "B" contractor is allowed to install listed heating equipment if the installation was part of a larger project that included at least two unrelated trades. Framing and carpentry does not count towards the count of unrelated trades. Without performing additional trades or holding additional license, a B-contractor would be required to subcontract with an individual holding a C61/D34 or C20 License.

Exhibit C

Budget Summary

Category	Subcategory	Grant Amount
Project Funds		$162,454.00
Project Implementation Funds*	Total	$17,316.00
	Direct	$8,658.00
	Indirect (Administrative Funds)	$8,658.00
Total Grant Funds		$179,770.00

* Project implementation costs must not exceed the Total amount shown in Exhibit C. All of the Project Implementation Funds may be used for direct costs but indirect costs are limited to the amount shown in the Exhibit C for Indirect (Administrative Funds).

Exhibit D

Project Schedule

Task	Milestone Description	Timeline
1	Execute Grant Agreement	No later than June 30, 2023
2	Transfer funds to Grantee	No later than June 30, 2023
3	Submit "Awarded" Reports to CARB	December 1, 2023
4	Begin project installations	Upon receiving funds
5	Submit "Implemented" Reports	Each reporting cycle
7	Submit quarterly fiscal accounting reports	Each calendar quarter
8	Complete project installations	June 30, 2025
9	Submit "Closeout" report upon completion of the project at the next reporting cycle	No later than December 1, 2025

Exhibit E

Insurance Waiver Forms and Examples

Automobile Liability

Contractor's name and address on company stationary

Current Date

Department Name

Re: No Owned Autos

To Whom It May Concern:

Please know and mark your records to show that (contractor's name) does not own any automobiles.

Should (contractor's name) purchase an auto(s) during the term of its contract with (Department Name) it will obtain owned auto coverage and provide evidence to (Department Name).

Sincerely,

Name/Title of Owner, Member, Partner or Corporate Owner of the Contractor

Exhibit E: Insurance Waiver Forms and Examples (continued)

Workers' Compensation and Employers' Liability

Workers' Compensation Statement of Exemption

Contractor must submit this form to State of California, certifying under penalty of perjury that he or she does not employ anyone in a manner that is subject to the Workers' Compensation laws of California (see Business and Professions Code Section 7125).

DO NOT SUBMIT THIS FORM IF YOU HAVE EMPLOYEES

For exemption from workers' compensation, you must complete the requested information and sign form.

Please type or print neatly and legibly in black or dark blue ink.

SECTION 1 – REQUIRED INFORMATION

CONTRACTOR'S NAME	**CONTRACT NUMBER**		**STATE DEPARTMENT**	
MAILING ADDRESS number/street or P.O. box		city	state	ZIP code
STREET ADDRESS number/street only – NO P.O. boxes		city	state	ZIP code
PHONE NUMBER	**CELL PHONE NUMBER**		**EMAIL ADDRESS**	

SECTION 2 – REQUIRED CHECK BOX

YOU MUST CHECK ONY ONE OF THE BOXES BELOW.

☐ I do not employ anyone in the manner subject to the workers' compensation laws of California.

☐ I am an out-of-state contractor, and I do not hire employees who reside in California. (You must provide a certificate of insurance from your workers' compensation insurance carrier).

SECTION 3 – REQUIRED SIGNATURE

I certify under penalty of perjury under the laws of the State of California that the information provided on this exemption statement is true and accurate. I understand that, upon employing anyone in a manner that is subject to the workers' compensation law of the State of California, the claim of exemption executed under this form will no longer be valid. I also understand that, as soon as I employ anyone subject to California's workers' compensation law, I must obtain a Certificate of Workers' Compensation Insurance, submit that certificate to State of California within 90 days of its effective date, and continuously maintain the coverage provided by the certificate in accordance with the law and as required by this contract. I further understand that failure to comply with this requirement is grounds for disciplinary action.

Date	Signature of Contractor (Owner, Partner, or Officer)	Printed Name of Contractor (Owner, Partner, or Officer)

Exhibit F

Woodsmoke Reduction Program
Program Guidelines Fiscal Year 2021-2022

Woodsmoke Reduction Program - Program Guidelines Fiscal Year 2021-2022
Appropriation
February 15, 2023

Woodsmoke Reduction Program

Program Guidelines

FISCAL YEAR 2021-2022 APPROPRIATION

February 15, 2023

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Executive Summary

The Woodsmoke Reduction Program is part of California Climate Investments (CCI), a statewide program that puts billions of cap-and-trade dollars to work reducing greenhouse gas emissions, strengthening the economy and improving public health and the environment—particularly in disadvantaged communities. The cap-and-trade program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. CCI projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling and much more. Statute establishes investment minimums for disadvantaged and low-income communities and low-income households. For more information, visit *California Climate Investments*.[1]

Senate Bill 563[2] established the Woodsmoke Reduction Program (Program) to be administered by the California Air Resources Board (CARB) to promote the voluntary replacement of old wood-burning stoves with cleaner and more efficient home heating alternatives. The legislation also authorizes money from the Greenhouse Gas Reduction Fund (GGRF) to be appropriated for incentives offered as part of the Program. State Budgets appropriate $5,000,000 in fiscal year (FY) 2016-2017,[3] $3,000,000 in FY 2018-2019,[4] and $5,000,000 in FY 2021-2022[5] to CARB to incentivize replacement of old, uncertified wood-burning devices with cleaner options. The Program, administered by CARB, is implemented by the California Air Pollution Control Officers Association (CAPCOA) in coordination with local air pollution control districts or air quality management districts (Districts). CAPCOA determines how much funding will be available to each District participating in the Program. The Program implemented in each participating District is considered a Project while an individual woodstove replacement is called a change-out. CARB developed Program Guidelines (Guidelines) to help CAPCOA and Districts set up Projects that meet the State's statutory requirements and policy objectives for appropriations from GGRF. The first Guidelines, addressing the 2016-2017 appropriation, were published on September 9, 2017,[6] the second update, addressing the 2018-2019 appropriation,[7] on May 21, 2019, and the current Guidelines address the 2021-2022 appropriation. The Program is designed to help households replace an uncertified wood stove or wood insert, or a fireplace used as a

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[1] *https://ww2.arb.ca.gov/our-work/programs/california-climate-investments*

[2] Lara, Chapter 671, Statues of 2017, adding Health and Safety Code sec. 39733.

[3] Assembly Bill (AB) 1613, Committee on Budget, Chapter 370, Budget Act of 2016, Item 3900-101-3228, Section 10, Provision 4.

[4] Senate Bill (SB) 856, Committee on Budget, Chapter 30, Budget Act of 2018, Item 3900-101-3228, Section 36, Provision 2.

[5] Senate Bill (SB) 170, Committee on Budget, Chapter 240, Budget Act of 2021, Item 3900-101-3228, Section 87, Provision 2.

[6] https://ww2.arb.ca.gov/our-work/programs/residential-woodsmoke-reduction/woodsmoke-reduction-program

[7] Ibid.

primary source of heat, with a cleaner-burning and more efficient device. The replacement devices emit less greenhouse gases (GHG) and other air pollutants; they also are less likely to start fires than old stoves that may have been improperly installed. The Program will offer incentives towards the purchase and installation of the qualifying device. California residents using uncertified wood stoves or wood inserts manufactured before July 1, 1988 or using fireplaces as a primary heat source in Districts awarded Program funds are eligible for this Program. The incentive amount will vary depending on the location of the residence and the household income, with some households qualifying for full replacement cost. The Program will include an outreach and educational component to ensure that households make informed decisions about how to burn and what to burn to maximize the efficiency of the device and minimize pollution. This Program will further the goals of California Health and Safety Code Division 25.5,[8] reduce GHG emissions, improve air quality, and protect the health, safety, and well-being of California residents.

These Program Guidelines apply to FY 2021-2022 GGRF appropriations and will be updated in future years as appropriate. The replacement of existing wood-burning devices with cleaner technologies provides an important opportunity to promote lower-carbon clean heating powered by renewable energy by offering incentives only for electric heating and the cleanest wood-burning devices. Therefore, contingent on reauthorization and funds, future guidelines will continue to maximize GHG reductions while still addressing the need to provide applicants within disadvantaged or low-income communities and low-income households, as well as households on tribal lands low-income communities or households funding for lower-carbon clean heating options. Future guidelines may also consider administrative streamlining based on the experience gained through implementation.

Program Goals and Objectives

The Program furthers the goals of Health and Safety Code Division 25.5 and reduces GHG emissions by offering incentives toward the replacement of existing uncertified residential wood burning devices used for space heating with cleaner options. For the purpose of this Program, a stove refers to a permanently installed free-standing wood stove, pellet stove, or electric heater stove or one installed in a masonry fireplace cavity or other enclosure (commonly referred to as an insert). The current iteration of the Program is funded through the appropriation of $5,000,000 in FY 2021-2022 from the Greenhouse Gas Reduction Fund.[9] The Program, administered by CARB, will be implemented by CAPCOA in coordination with Districts. CAPCOA will determine how much funding will be available to each District

[8] Appropriations from the GGRF must further the purposes of Health and Safety Code Division 25.5, added and amended by AB 32 (Global Warming Solutions Act of 2006, Pavley and Nuñez, Chapter 488, Statutes of 2006), SB 32 (Pavley, Chapter 249, Statutes of 2016), AB 197 (E. Garcia, Chapter 250, Statutes of 2016), and AB 398 (E. Garcia, Chapter 135, Statutes of 2017), and other legislation.

[9] Item 3900-102-3228 of the Budget Act of 2021, as amended by SB170 (Chapter 240, Statutes of 2021).

participating in the Program. To be eligible for the Program, a homeowner or renter, for the purpose of this document referred to as an Applicant, must currently use an uncertified wood stove or wood insert manufactured before July 1, 1988, or fireplace as a primary heat source in Districts awarded Program funds. The incentive amount will depend on where the property is located and Applicant's household income, with some households qualifying for full replacement cost. The Program will maximize benefits to households in disadvantaged or low-income communities and low-income households, as well as households on tribal lands, and has as a goal to distribute 75 percent of the total funding to these priority populations.[10] Applicants residing in a census tract identified as a disadvantaged[11] or low-income[12] community can qualify for higher incentives. Applicants residing outside of a census tract identified as a disadvantaged or low-income community, who can demonstrate low-income eligibility based on household income, can also qualify for higher incentives.[13] Applicants residing on tribal lands can also qualify for higher incentives. All other Applicants are eligible for lower incentives. Benefits to disadvantaged and low-income communities and low-income households will be evaluated using criteria listed on the CCI Quantification, Benefits, and Reporting Materials website.[14] Projects are expected to meaningfully address an important community need by reducing exposure to local environmental contaminants, such as toxic air contaminants and criteria air pollutants.

The existing uncertified wood stove, wood insert, or fireplace must be replaced with an electric heat pump, electric stove heater, certified pellet stove, or wood stove approved for this Program, as described in the "Replacement Device" section below. Only select wood stoves are eligible for incentives as part of this Program, which is necessary to ensure that the replacement devices reduce emissions as anticipated.

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[10] Priority populations include residents of: (1) census tracts identified as disadvantaged by California Environmental Protection Agency per SB 535; (2) census tracts identified as low-income per AB 1550; or (3) a low-income household per AB 1550. Current definitions and designations are available at: www.arb.ca.gov/cci-communityinvestments.1550.

[11] Disadvantaged community census tracts are identified by CalEPA per *SB 535* (De León, Chapter 830, Statutes of 2012), and available at *http://www.calepa.ca.gov/EnvJustice/GHGInvest/*

[12] Low-income communities are defined as census tracts with a median household income at or below 80 percent of the statewide median household income or with a median household income at or below the threshold designated as low-income by Department of Housing and Community Development's State Income Limits adopted pursuant to the Health and Safety Code Section 50093 (*AB 1550* (Gomez, Chapter 369, Statutes of 2016). Maps of low-income communities are available at *https://www.arb.ca.gov/cci-communityinvestments*.

[13] Low-income households are those with household incomes at or below 80 percent of the statewide median household income or with household incomes at or below the threshold designated as low-income by the Department of Housing and Community Development's list of state income limits adopted pursuant to Section 50093. (*AB 1550,* Gomez, Chapter 369, Statutes of 2016.) Districts will be responsible for verifying household income eligibility.

[14] Available at: *https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials*

The Program will achieve GHG emission reductions from the increased efficiency and reduced emissions of the newly installed devices. Older, uncertified wood stoves are often inefficient, high-polluting, and may pose a fire risk. The replacement options selected for this Program should reduce greenhouse gas and particulate matter emissions. Co-benefits include significant and long-term reductions in emissions of criteria pollutants and toxic air contaminants, along with reduced fire risk and reliance on fossil fuels thereby accelerating transition to lower carbon home heating.

The replacement device must be installed by a professional, appropriately licensed stove installer (Installer) and meet local fire and building codes. A professionally installed device will improve the health, safety, and comfort of all residents. To ensure reductions in emissions are permanent, any wood stove removed through this Program must be rendered permanently inoperable and recycled, if recycling is available in the area. If the replacement device is a ductless mini-split heat pump, household may be allowed to retain the old wood burning device to serve as emergency heat in case of a power outage. The approval to retain the old device will be granted on a case-by-case basis by the District. Households would be required to sign an agreement to use their old device only in case of a power outage.

The Program will include outreach and educational components to both inform residents about the benefits of switching to cleaner burning home heating devices and train them on the proper operation and maintenance to maximize the device efficiency and minimize pollutant emissions.

The Program implemented in each participating District will be considered a Project. The Project will comprise all of the change-outs, for which Program funds are being used, within the District's jurisdiction along with the administrative work required to implement them.

Stove Eligibility and Performance Standards

I. Existing Home Heating Devices

To be eligible for the Program, an Applicant must be currently relying on an operational uncertified wood stove or insert, or fireplace, as a primary source of heat in the residence.

An uncertified wood stove or insert is one that has not been certified by the U.S. EPA to comply with the performance and emission standards as defined in Title 40 Code of Federal Regulations, Part 60, Subpart AAA, February 28, 1988, or any subsequent revisions. To determine if the existing stove is uncertified, Applicant may do the following:

- Determine when the wood stove was installed. Wood stoves installed before July 1, 1988 do not comply with the particulate emission standards and therefore qualify for this Program.

- Check the stove model against the U.S. EPA current and historical list of certified[15] wood heaters. If the stove's manufacturer and model is not on the current and historical lists, the stove is considered uncertified.
- Check the back of the wood stove for a certification label. Wood stoves which do not have any label describing particulate matter emission standards qualify for this Program. Wood stoves certified by the U.S. EPA to comply with any of the particulate emission standards are not eligible for replacement through this Program. These stoves will have a label, like that pictured in Figure 1, permanently affixed to them stating that the stove is certified to comply with the 1988, 1990, 2015, or 2020 U.S. EPA standards.

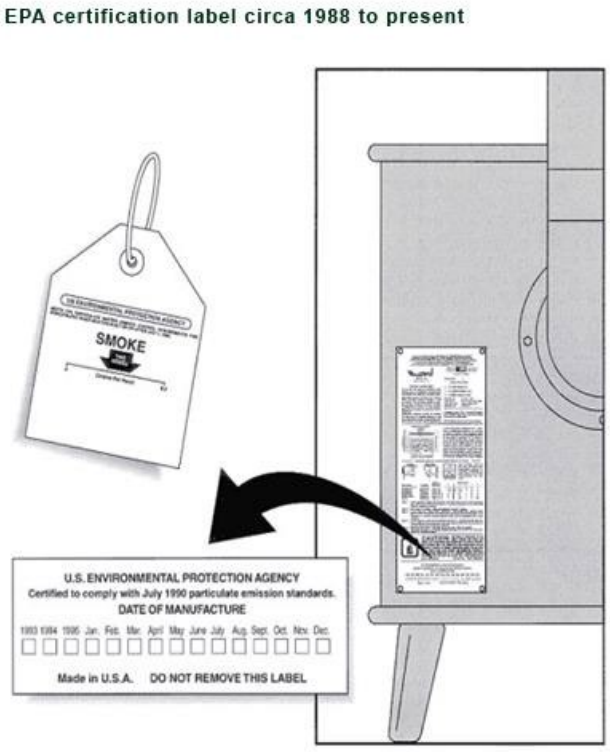
Applicants will determine the eligibility of their current wood stove. Applications will be reviewed by the District to determine if preliminary qualification requirements have been met. The wood stove's eligibility will be verified by the District or an Installer during an in-home estimate.

An Applicant using a fireplace as a primary source of heat could also qualify for this Program. Section III, Eligible Home Heating Replacements, includes more information on how to qualify for this type of change-out.

Only operational devices, currently installed in a residence, and used as a primary source of heat qualify for this Program. Applicants who remove the device prior to an in-home estimate will be disqualified.

[15] U.S. EPA Certified Wood Stove Database: *https://www.epa.gov/compliance/epa-certified-wood-heater-database*

Figure 1. U.S. EPA Stove Certification Label



II. Replacement Device

The uncertified wood stove or insert, or fireplace, must be replaced by an eligible replacement device. The following types of home heating devices are eligible for this Program:

- Electric stove heaters,
- Electric heat pumps,
- Pellet stoves,
- Hybrid wood stoves,
- Catalytic wood stoves, and
- Select non-catalytic wood stoves.

In a 2021 report, Assessment of U.S. EPA's Residential Certification Program Northeast States of Coordinated Air Use Management[16] (NESCAUM) revealed significant problems with the current wood stove certification program. As a result of significant flexibility in testing combined with limited oversite, many wood stoves certified by U.S. EPA as meeting the

[16] https://www.nescaum.org/documents/nescaum-review-of-epa-rwh-nsps-certification-program-rev-3-30-21.pdf/

current New Source Performance Standard (NSPS) may have higher emissions than old uncertified stoves they are replacing. Most wood stoves on the market use either a secondary combustion system (non-catalytic stoves) or a catalytic combustor (catalytic stoves) to meet the U.S. EPA emission standards. Hybrid wood stoves combine a catalytic combustor with the secondary combustion system in one.

To ensure that the replacement devices reduce emissions as anticipated only certain wood stoves are eligible to receive incentives as part of this Program. Any pellet, catalytic or hybrid (catalytic/non-catalytic) wood stove meeting the current NSPS is an eligible replacement device. Catalytic and hybrid stoves had demonstrated lower emissions when tested with the Integrated Duty Cycle (IDC) test method approved by the U.S. EPA as a broadly applicable Alternative Test Method (ATM). The IDC test assesses appliance performance under a range of operating and fueling conditions to better represent in-home use. Catalytic and hybrid wood stoves meeting current NSPS certification may be identified by performing an advanced search and selecting the appropriate subtype (catalytic stove or hybrid) from the U.S. EPA Certified Wood Stove Database.[17] Non-catalytic stoves do not perform as well in IDC testing, but to provide households with some non-catalytic options, four stoves approved by the State of Alaska for installation in the Fairbanks PM2.5 Nonattainment Area, listed in Table 1, will be eligible for incentives. CARB will work with an independent contractor to test additional devices and update the list of eligible non-catalytic stoves on the Program website as appropriate. Additional devices may also be listed based on U.S. EPA retesting.[18]

Table 1. Non-Catalytic Wood Stoves Eligible for Incentives

Manufacturer Name	Model Name	Annual Avg Emission Rate (grams/hr)
Energy Distribution	Invicta Group: Kazan, Kazan GA, Kiara, and Kiara GA	1.8
Energy Distribution	Gaya Ardoise, Itaya, Onyx, Gaya Feuille, Symphonia, Antaya, Theïa, Akan	1.9
HHT/Hearth and Home Tech	21M-ACC-C, Discovery-1-C	1.7
Hearth and Home Technologies	Quadra Fire Expedition II and Vermont Castings Montpelier II	1.8

[17]U.S. EPA Certified Wood Stove Database: *https://www.epa.gov/compliance/epa-certified-wood-heater-database*

[18] See https://www.epa.gov/burnwise/epa-approved-test-labs-and-third-party-certifiers-residential-wood-heaters.

The replacement device must be permanently installed by a professional, appropriately licensed Installer participating in this Program. A list of participating Installers will be established by CAPCOA or each participating District. Self-installation of heating devices will not be allowed under this Program. Portable home heating devices not permanently affixed to the home structure are not eligible replacement options. Any building permits or other required approvals shall be obtained per local, tribal, or State ordinances and shall be the responsibility of the Installer or the Applicant. Districts will be responsible for verifying that each change-out is permitted and inspected in accordance with State, local, and/or tribal ordinances before payment is issued to the Installer or the Applicant.

Eligible Applicants

Applicants interested in replacing their uncertified wood stove or wood insert, or fireplace with an eligible replacement device qualify for this Program if they meet all of the requirements listed below:

- Use an uncertified wood stove or wood insert, or a fireplace, currently operational, as a primary source of heat;
- Select a replacement device which meets stove eligibility in Section II;
- Plan to have the replacement device professionally installed by a participating Installer;
- Agree to receive training on proper wood storage and wood burning practices (if applicable) and device operation and maintenance; and
- Surrender their old wood stove or insert to the Installer who will render it permanently inoperable and recycle it, if recycling is available in the area. If the replacement device is an electric heat pump, District may allow retaining the original heating device to be used only during power outages.

This Program provides incentives for one replacement per household. Households that previously received Program incentives are not eligible. The replacement device must be a primary source of heat in the house. The Program is available for residences occupied by owners or long-term renters. In the case of rental properties, formal approval from both the property owner and the renter will be required as part of the approval process. To qualify for an incentive, the owner will have to agree to not raise the rent of the unit for a period of two years or evict the unit's residents because of increased value of the unit due solely to the newly installed home heating device. Retroactive rebates are not available under this program, so Applicants who remove the old device or purchase a new replacement device prior to being approved for this Program will be disqualified. The old, uncertified device must be rendered permanently inoperable and recycled, if recycling is available in the area, before payment can be issued to the Installer.

Burning wood in a fireplace is very inefficient for home heating purposes; fireplaces are therefore not typically used as a primary source of heat. In rare situations when an Applicant uses a fireplace as a primary source of heat, the Applicant may qualify for the Program. If the existing fireplace is structurally sound, the Program may offer an incentive to be used towards purchase and installation of an eligible fireplace insert. However, if the fireplace is lacking structural integrity, the incentive could be used towards the purchase of an eligible free-standing home heating device or a heat pump. In this case, the fireplace and chimney must be rendered permanently inoperable to prevent use of the fireplace. Verification of inoperability would be the responsibility of the District. If the replacement device is an electric heat pump, District may allow retaining the original heating device to be used only during power outages.

Installers interested in participating in this Program must agree to the Program's terms and conditions by signing an agreement with the District. Each District will establish their own requirements, but at a minimum, in order to participate in the Program, the Installer will be required to agree to the following:

- Abide by the terms and conditions of the Program;
- Unless verified by the District, verify that the old device and the replacement device qualify for the Program;
- Conduct professional installation of the qualified device in compliance with all applicable State, county, city, or tribal codes/ordinances;
- Provide residents with training on device operation and maintenance and, if applicable, for wood burning devices, best practices in wood storage and wood burning; and
- Render the old device inoperable and recycle it, if recycling is available in the area.

Only Installers who have a signed agreement with CAPCOA or the District will be eligible to participate in the Program. Installers will be responsible for ensuring that all installations are done in accordance with any applicable State, county, or city codes/ordinances, including obtaining any applicable permits and having the installation inspected. Agreements must include the components required by this document and should include key milestone dates and participant requirements for maintaining eligibility prior to Project completion.

Eligible Cost

Eligible change-outs costs include the cost of the new device including sales tax, installation including any parts, materials, permits, or labor required for the safe and legal installation of the new device removal and disposal of the old wood stove or insert, and, if applicable, rendering fireplace inoperable. The Installer will be required to provide a base estimate for the installation of a basic heating device that will be safe, clean-burning, and efficient. Upgrades above the base estimate will be paid by the Applicant. The incentive structure will be determined by CAPCOA or each individual District but incentives can't exceed the actual

total change-out cost and are limited to a maximum of $5,000 or $2,500 per property or household for pellet and hybrid stoves or electric heating devices for Enhanced and Standard Incentives, respectively. A maximum of $10,000 or $5,000 per property or household will be allowed for electric heat pump installations for Enhanced and Standard Incentives, respectively. Districts will pay the Installer (voucher model) or Applicant (rebate model) the approved incentive amount. Any additional balance due will be paid by the Applicant.

Applicants who remove the high-polluting device or purchase a new device prior to being approved for this Program will be disqualified from obtaining compensatory funds. Heating devices or inserts designed exclusively for aesthetic and decorative use are not eligible for this Program.

All eligible costs must be supported by appropriate documentation. Any cost that is not directly related to the change-out, including cost of remodeling work beyond what is required to complete the change-out, is not eligible for an incentive. Total costs may not exceed the maximums noted above. Costs incurred outside of the performance period, indirect/overhead costs, and cost of food or beverages (e.g., served during outreach events) are not eligible for reimbursement. Indirect/overhead costs are expenses of doing business that are of a general nature and are incurred to benefit two or more functions within an organization. Examples of indirect costs include salaries and benefits of employees not directly assigned to work on the Program, functions such as personnel, business services, information technology, and salaries of supervisors. Examples of overhead costs include rent, utilities, and supplies.

The total cost of administering the Program (i.e., the total administrative costs incurred by both CAPCOA and Districts) cannot exceed $500,000, which is 10 percent of the total 2021-2022 appropriation.

Eligibility

Households using uncertified wood stoves, wood inserts, or fireplaces as a primary heat source are eligible for an incentive towards replacing their old heating device with a cleaner option. The incentive amount will be determined by each District in coordination with CAPCOA, but may not exceed a maximum of $5,000 for wood stove, pellet stove, or electric stove heater or $10,000 for electric heat pump. The general structure of incentives must adhere to the following rules:

- Low-income households and households located in disadvantaged or low-income communities or on tribal lands will be eligible to replace their heating device for little or no cost. They will qualify for a higher incentive (Enhanced Incentive). The maximum allowable Enhanced Incentive level is $10,000 for an electric heat pump and $5,000 for all other types of heating devices;
- All other households, regardless of their income, will qualify for a smaller incentive (Standard Incentive) to be applied towards the purchase and installation of the new

device. CAPCOA, in coordination with the District, will determine the maximum allowable Standard Incentive level, not to exceed $5,000 for an electric heat pump and $2,500 for all other types of heating devices; and

- CAPCOA, in coordination with the District, will implement the Program with the goal of directing 75 percent of the funds for Enhanced Incentives to help low-income households and households in disadvantaged and low-income communities, with an emphasis on outreach to households located on tribal lands within the District, replace their old wood stoves for little or no cost. This goal could be accomplished in a variety of ways and Districts are encouraged to explore different options to assist in meeting this Program-wide goal. Examples of two possible scenarios could include:
    - Conducting a District-wide solicitation during which all applications would be collected and reviewed, and priority would be given to those Applicants qualifying for Enhanced Incentives.
    - Implementing the Project in two phases. During the first phase, only applications from low-income households and households in disadvantaged and low-income communities or on tribal lands would be accepted. During the second phase, the Project would be open to all Applicants.

Every Applicant using an uncertified wood stove or fireplace as a primary source of heat for their home qualifies for a Standard Incentive without any need for income verification. To qualify for the higher Enhanced Incentive, the Applicant must reside on tribal land or in a disadvantaged or a low-income community or demonstrate a household income not exceeding a low-income threshold specified below. Income verification will not be required for Applicants residing on tribal lands or in disadvantaged or low-income communities.

Applicants residing outside of disadvantaged and low-income communities and tribal lands wishing to be considered for Enhanced Incentives are required to demonstrate that their household income does not exceed one of the following thresholds:

1) 80 percent of the Statewide Median Household Income (MHI);[19] or
2) County-specific California Department of Housing and Community Development (HCD) low-income limits.[20]

Districts will be responsible for verifying household income eligibility. Districts can qualify an Applicant based on the higher allowable maximum income (80 percent MHI or HCD low-income limits).

For purposes of the Program, there are multiple methods to demonstrate household income eligibility. Applicants may demonstrate eligibility by presenting pay stubs or tax returns for

[19] U.S. Census Bureau, American Community Survey, 5-year Estimates available at: *https://www.census.gov/quickfacts/fact/table/CA,US/PST045221*

[20] California Department of Housing and Community Development Official State Income Limits available at: *http://www.hcd.ca.gov/state-and-federal-income*

each person living in the residence to District personnel for verification and, if qualifying using the HCD low-income limits, reporting the number of people in the household.

Eligibility may also be established through proof of participation in an existing federal or State low-income assistance program, several examples of which are listed below. In cases where an Applicant chooses to demonstrate eligibility through participation in an alternate low-income program, Districts will work with CARB staff to verify that the alternate program's income limits do not exceed Enhanced Incentive income limits for their area.

- U.S. Department of Agriculture Women, Infants and Children (WIC) Program;
- U.S. Department of Health and Human Services Low Income Energy Assistance Program (LIHEAP);
- California Alternate Rates for Energy (CARE) Program with a participating California utility company.

Approval Process

Applicants will be required to complete an application. They must agree to provide information to the District and allow the District and/or Installer to verify that information. They must also agree to receive training on proper wood storage and wood burning practices (if applicable) and device operation and maintenance. The District will be responsible for verifying the following:

- Eligibility of the existing device - ensuring that the existing wood stove, wood insert, or fireplace[21] is uncertified, operational, and used as a primary heat source in the house;
- Eligibility of the replacement stove – ensuring that the replacement device is eligible for the Program as described in Section II; and
- If applying for the Enhanced Incentive, eligibility as a resident of a disadvantaged or low-income community, tribal lands, or a low-income household.

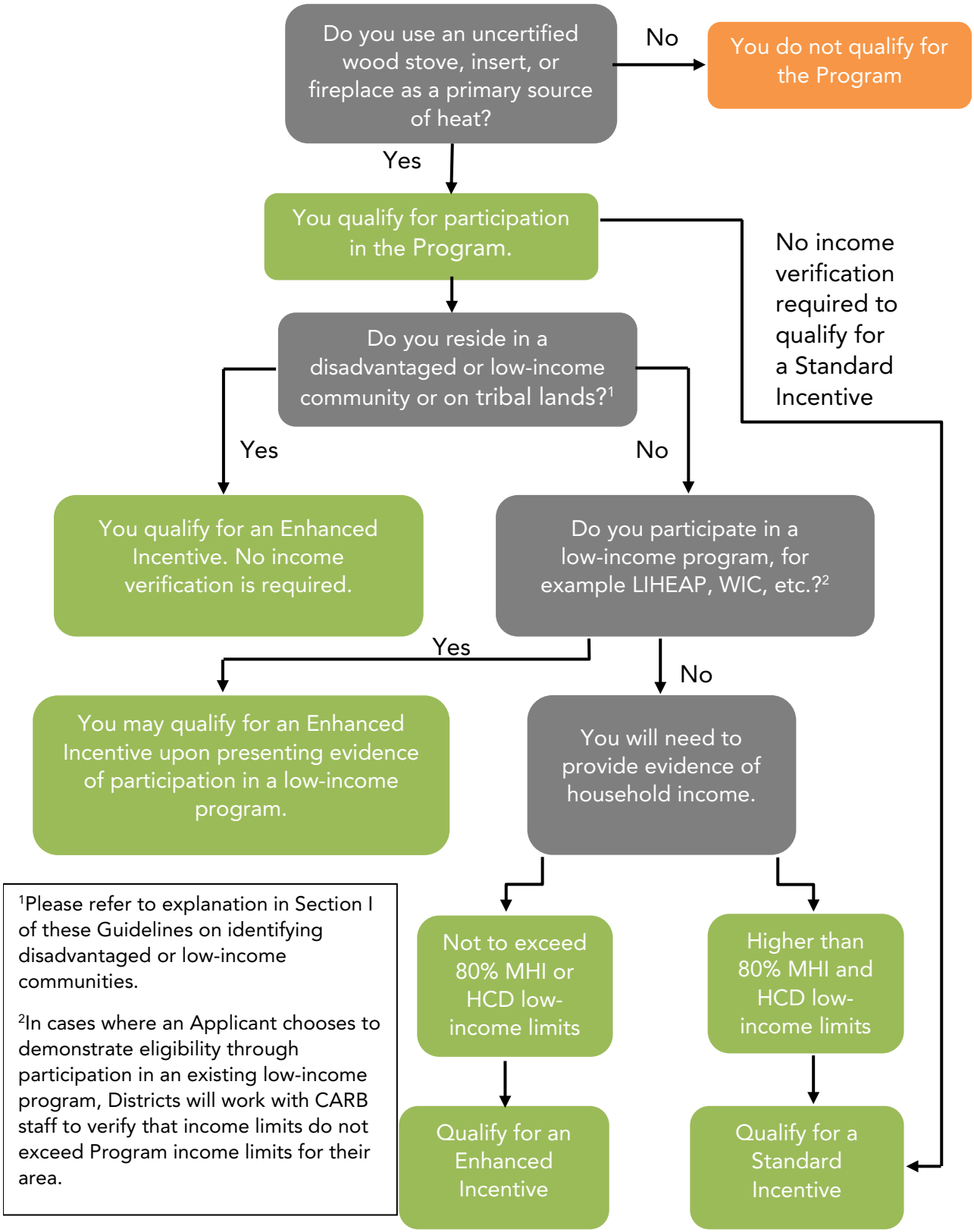
The application will be reviewed to determine if the preliminary qualification requirements have been met. Figure 2 illustrates the approval process and helps determine Program eligibility. The District will notify the Applicant whether the application was approved for participation in the Program. Districts must inform Applicants that applications will be treated in accordance with Public Records Act requirements and that certain information, subject to those requirements, may be publicly disclosed.

Once approved, the Applicant will schedule an in-home estimate with a participating Installer. The Installer will verify the stove's eligibility and present an estimate to the Applicant. The District will have the flexibility to run the Program as a voucher or a rebate

[21] All fireplaces are considered uncertified heating devices.

model. If a Program follows a voucher model, qualified Applicants are issued vouchers that provide an instant discount of the cost of purchase, installation, and disposal of a qualifying device. If a Program follows a rebate model, qualified Applicants are issued rebates after they submit the required documents showing that they have purchased a qualifying device, had it installed by a participating Installer, and properly disposed of their old appliance. Districts must verify that the old device was deemed permanently inoperable and recycled, if recycling is available in the area, before issuing payment for the change-out. Districts choosing to follow a rebate model must ensure that low-income households and households in disadvantaged and low-income communities and on tribal lands are able to participate. This may require offering vouchers in lieu of rebates or administering the Project with a combination of rebates and vouchers.

Figure 2. Approval Process



[1]Please refer to explanation in Section I of these Guidelines on identifying disadvantaged or low-income communities.

[2]In cases where an Applicant chooses to demonstrate eligibility through participation in an existing low-income program, Districts will work with CARB staff to verify that income limits do not exceed Program income limits for their area.

GHG Reductions

Switching from an uncertified wood stove or a fireplace to a U.S. EPA certified pellet stove or eligible wood stove reduces GHG emissions as these stoves are cleaner burning and more energy efficient. Design features in newer pellet stoves and wood stoves promote more complete combustion, reducing emissions of methane, a GHG pollutant.[22] They also typically use significantly less fuel to produce the same amount of heat as an uncertified stove.[23] This reduction in fuel use will further reduce GHG emissions by a similar amount. Switching from an uncertified wood stove to an electric stove heater or electric heat pump will also typically reduce GHG emissions. In the absence of a mechanism to verify that the wood burned in an Applicant's primary heating device is waste material harvested pursuant to an approved timber management plan prepared in accordance with the Z'berg-Nejedly Forest Practice Act of 1973 or other locally or nationally approved plan and harvested for the purpose of forest fire fuel reduction or forest stand improvement, biogenic CO_2 is included in the calculation of GHG benefits for these devices.

Outreach and Education

CAPCOA and the Districts will be responsible for promoting the Program and helping households understand the benefits of changing from an uncertified wood stove to a cleaner home heating device. Since the Program-wide goal is to distribute 75 percent of total funding to residents of disadvantaged and low-income communities and low-income households and tribal lands, the outreach should focus on reaching this segment of the population.

CAPCOA and the Districts will also incentivize outreach and promotion of the Program with local tribal authorities and prioritize implementation on tribal lands.

The Program requires an educational component to ensure that the new home heating devices, particularly pellet stoves and wood stoves, are properly operated and maintained to maximize energy efficiency and achieve the lowest possible emission rates. With proper burning techniques and properly seasoned wood, if using a wood stove, the amount of wood used and emissions generated could be significantly reduced. User operation is important for achieving anticipated reductions. CAPCOA and the Districts will be required to ensure that each change-out is supplemented with a training component. This could be accomplished by

[22] Residential wood stove emissions are in AP 42, Fifth Edition, Volume I, Chapter 1, External Combustion Sources, Section 1.10, web link: *https://www3.epa.gov/ttn/chief/ap42/ch01/final/c01s10.pdf*

[23] U.S. EPA Burn Wise Publication, How to Implement a Wood-Burning Appliance Changeout Program, September 15, 2014; web link: *https://www.epa.gov/sites/production/files/2015-08/documents/howtoimplementawoodstovechangeout.pdf*

having Installers train homeowners following the installation. Districts will be required to obtain verification of training.

Co-benefits

In many communities throughout the State, uncertified wood stoves are a major source of air pollution. Replacing these highly polluting and inefficient stoves with cleaner home heating options can significantly reduce emissions of fine particulate (PM2.5), black carbon, and toxic air contaminants. These emission reductions will vary depending on the type of the replacement device, with the electric devices offering the greatest reductions. Certified pellet stoves and wood stoves or inserts should have significantly lower emissions compared to uncertified wood stoves based on their certification values. However, because the current U.S. EPA certification program fails to ensure that a wood stove performs consistent with the certification results, this Program provides incentives only for select wood stoves that are most likely to provide emission reductions under real-world conditions. To ensure that emission reductions do not diminish even further due to improper operation or lack of proper maintenance, each installation will be accompanied by education on proper device operation, maintenance, and importance of using seasoned wood.

Reductions in black carbon, PM2.5, and toxic air contaminants will reduce the impacts of climate change and improve indoor and outdoor air quality and visibility. In some parts of the State, the PM2.5 co-benefit reductions could have a significant impact on a region's ability to attain ambient air quality standards.

Reductions in PM2.5 pollution will have significant short- and long-term health benefits. Short-term exposures to PM2.5 can aggravate lung disease, causing asthma attacks and acute bronchitis, and may also increase susceptibility to respiratory infections. Long-term exposures have been associated with reduced lung function and the development of chronic bronchitis and even premature death.

Consumers should be able to save approximately 20 percent of their annual fuel cost through the use of professionally installed, certified, high efficiency pellet stoves or wood stoves.[24] Many old stoves are improperly installed, posing significant safety concerns, including health impacts and potential fires. Professional installation required under this Program will ensure that newly installed stoves meet local fire and building codes. If a replacement device is installed in a residence that does not have functional smoke and carbon monoxide detectors, the Program may pay for purchasing and installing new detectors. The Program may support the local economy and job creation by increasing demand for, and installation of, certified wood stoves and other clean heating devices.

[24] Based on the difference in efficiency between uncertified and certified stove: *https://www3.epa.gov/ttn/chief/ap42/ch01/final/c01s10.pdf*

Key Dates and Deadlines

CARB posted the Program Guidelines for public review and comments on November 7, 2022. The public comment period closed on December 8, 2022, and comments were reviewed and incorporated into the Program Guidelines where appropriate. As a next step, CARB will draft grant agreements with CAPCOA and/or individual Districts. These agreements must be signed and fully executed before funds can be released. If CAPCOA acts as an intermediary between CARB and the Districts, it will be required to enter into separate agreements with the Districts. These separate agreements must ensure compliance with these Program Guidelines and any agreement between CAPCOA and CARB. Any work done prior to a District grant agreement being fully signed and executed will be ineligible for funding. The deadline for executing all grant agreements is June 30, 2023 and the deadline for submitting requests for payment to CARB is April 1, 2025.

Reporting and GHG Quantification

CCI Funding Guidelines set tracking and reporting requirements for agencies that administer GGRF programs, such as CARB. Each District participating in the Program will be responsible for recordkeeping and providing CAPCOA and/or CARB with information necessary to fulfill Program reporting requirements. CAPCOA will be responsible for compiling the reports and submitting them electronically to CARB. All reports must be consistent with the CCI Funding Guidelines,[25] quantification methodologies,[26] reporting guidance,[27] and the requirements established in these Guidelines. The Program implemented in each participating District will be considered a Project with most of the reporting done on a Project basis. The Project will be comprised of all change-outs for which Program funds are being used, within the District's jurisdiction, along with the administrative work required to implement them. Some reported Project information will be publicly available on the CARB website, including the amount of funding spent on change-outs that benefit disadvantaged communities, low-income communities, and low-income households.

In order to document and calculate reductions in GHG, black carbon, and PM2.5 emissions, and document other co-benefits and benefits to disadvantaged communities, low-income communities, and low-income households, CAPCOA and/or Districts will be responsible for collecting and maintaining the following information for each change-out:

- Tracking number for each change-out;
- Location of change-out;

[25] *https://www.arb.ca.gov/cc/capandtrade/auctionproceeds/2018-funding-guidelines.pdf*
[26] Available at *www.arb.ca.gov/cci-quantification*
[27] ibid.

- Incentive amount and, if applicable, verification that Applicant qualifies for an Enhanced Incentive based on the location of the property in a disadvantaged, low-income, or tribal census tract or Applicant's household income;
- Documents proving the change-out benefits a disadvantaged community, low-income community, or low-income household and description of how the change-out meets respective community need(s);
- Type of wood burning device being replaced (stove, insert, or fireplace);
- Replacement device type and make and model;
- Quantity of wood burned annually before replacement;
- Replacement device emission rates and efficiency (if available and applicable);
- Installation date;
- Copy of final permit (City, County, or State);
- Photographic evidence of change-out completion, including "before" and "after" photos showing the devices in relation to the room where they were/are installed;
- Verification of destruction of uncertified stove (including recycling if available locally) or, where applicable, verification of rendering fireplace and chimney permanently inoperable, unless replacement device is an electric heat pump and the recipient keeps the uncertified stove to use only in case of electricity loss;
- Verification that the recipient was trained on device operation and maintenance and, if applicable, following best practices in wood storage and wood burning for residential space heating;
- GGRF dollars spent; and
- Information on jobs and training opportunities created and whether employees are residents of disadvantaged or low-income communities or low-income households.

Documentation of each wood stove replacement must include all of the parameters above, which are necessary for quantifying the reductions. Record keeping and tracking will be retained by CAPCOA or the District for three years after the Project Closeout report is submitted.

Net GHG reductions from wood stove replacement will be calculated using the CARB approved GHG Quantification Methodology for Fiscal Year 2021-2022 available at the *Cap-and-Trade Auction Proceeds Quantification Materials* webpage.[28] CARB will also develop methodologies to quantify some additional Project co-benefits. CAPCOA will be responsible for performing calculations and reporting results to CARB as part of the reports outlined above.

[28] *https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials*

Disbursement of Funds

Funds cannot be disbursed until there is a fully executed grant agreement between CARB and CAPCOA and/or the individual District. Only those actual and direct Program related costs incurred during the approved term of the grant agreement and as specified in the grant agreement budget will be eligible for payments.

Each District shall maintain an accounting system that accurately reflects fiscal transactions with the necessary controls and safeguards. The accounting system must retain itemized receipts and invoices for all Program funds for at least three years after final payment is made by CARB.

Program Review

The State of California has the right to inspect all work and associated records at any time over the Project life. This right shall extend to any subcontracts, and CAPCOA and/or Districts shall include such access in all their contracts or subcontracts.

CARB shall review a sufficient number of Projects each year to ensure proper Program implementation. The District responsible for the Project selected for program review will be contacted at least 30 days in advance. The program review should include all books, papers, accounts, documents, photographs, and other records related to the Project for which Program funds were used. The District will be expected to assign an employee familiar with the Project and accounting procedures to assist the State reviewer and have the Project records, including cancelled warrants, readily available for inspection.

If the program review reveals that the District did not follow these Guidelines and/or the grant agreement, does not have proper documents to demonstrate following Guidelines and/or the grant agreement, or violated any State or federal law or policy, a corrective action plan will be put in place. The District will have three months to implement the corrective measures. A follow-up program review will be conducted to verify that the deficiencies are fully mitigated. If the corrective actions were not implemented or new problems were discovered during the follow-up program review, a second corrective action plan will be established. If the second follow-up program review is less than satisfactory, the grant agreement with that District will be terminated immediately and the District will be prohibited from receiving any future funding from this Program. The District may be required to fully or partially repay Program funds spent in violation of these Guidelines and/or the grant agreement.

The following are examples of Program deficiencies:

- Replacing a wood stove, wood insert, or fireplace not eligible for the Program;
- Installing a device not eligible for the Program;
- Issuing an Enhanced Incentive to an ineligible Applicant;

- Exceeding the maximum amount of $10,000 for an electric heat pump or $5,000 for any other replacement device for Enhanced Incentive and $5,000 for an electric heat pump or $2,500 for any other replacement device for a Standard Incentive);
- Failing to properly document each change-out;
- Failing to remove and properly dispose of the old stove (except if the replacement device is an electric heat pump); and
- Allowing an Applicant to install his/her replacement device.

If deficiencies are identified during a program review, CARB will be responsible for communicating them to the District, giving the District an opportunity to respond, and, if necessary, assist in drafting a corrective action plan. Districts must make every effort, including requesting assistance from CARB, if necessary, to ensure that the deficiencies are fully mitigated.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-387

MEETING: July 18, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: PUBLIC HEARING: To Adopt the Current Fee Structure for Countywide County Service Area No. 1, Road Maintenance for Zones of Benefit; and Authorize the Fees to be Placed on the Property Tax Roll for Fiscal Year 2023-24

RECOMMENDATION AND JUSTIFICATION

PUBLIC HEARING: To Adopt the Current Fee Structure for Countywide County Service Area No. 1, Road Maintenance for Zones of Benefit; and Authorize the Fees to be Placed on the Property Tax Roll for Fiscal Year 2023-24.

Annually, a report is generated listing the fees associated with Countywide County Service Area No. 1. These fees are then placed on the property tax roll upon Board of Supervisors approval for the fiscal year indicated. Royal Oaks and Granite Springs both have price escalators and are represented in the attached EXHIBIT "A." All other rates remain the same.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On July 12, 2022, per Resolution 2022-418 the Board approved the FY2022-23 fee structure for Countywide County Service Area No. 1.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, the fees would cause non-collection required to continue providing road maintenance services to the zones of benefit.

FINANCIAL IMPACT

ATTACHMENTS

1. **Newspaper Notice**
2. **Resolution**
3. **Notice of Exemption**
4. **Tax Roll**

VOTE RESULT

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

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

PUBLIC HEARING NOTICE
COUNTY SERVICE AREA NO. 1
(Road Maintenance Zones of Benefit)

On Tuesday, July 18, 2023, at the hour of 9:00 a.m. or as soon thereafter the Mariposa County Board of Supervisors will conduct a public hearing in the Chambers of the Board of Supervisors, Mariposa County Government Center, 5100 Bullion Street, Mariposa, California, to establish the current fee structure for County Service Area No. 1 (Road Maintenance Zones of Benefit). These fees are to be placed on the property tax roll for fiscal year 2023-24.
Any interested member of the public may appear at the hearing and be heard or is welcome to provide written input.

Information on the fees is available for review from the Clerk of the Board, 5100 Bullion Street, Mariposa California 95338 or the Public Works Department at 4639 Ben Hur Road, Mariposa, California 95338.

MARIPOSA COUNTY

RESOLUTION NO. _____

RESOLUTION TO ESTABLISH THE CURRENT FEE STRUCTURE FOR MARIPOSA COUNTY SERVICE AREA NO. 1.

SECTION 1. WHEREAS,

(a) This Board has enacted ordinances relative to certain County Service Areas declaring that service charges shall be collected on the tax roll in the same manner and at the same time as the County's general ad valorem property taxes are collected as provided by Government Code Section 25215.4; and

(b) This Board desires to proceed in accordance with the provisions of Government Code Section 54985 and 54986 and Articles XIIIC and XIIID of the California Constitution in order to carry said ordinances into effect; and

(c) This Board ordered the preparation of a written report containing a description of each parcel of real property receiving services and the amount of the charge for each parcel for the fiscal year 2023-2024, and further requiring the Clerk of the Board to select a date and time for a hearing on said report, and to cause a notice of hearing thereon to be published in a newspaper of general circulation in the County pursuant to the provisions of Section 6061 of the Government Code; and

(d) The Public Works Department has investigated possible environmental impacts of the proposed assessments and found this action to be categorically exempt from the requirements for preparation of environmental documents pursuant to Public Resources Code Section 21080(b)(8) and Section 15273 of the State CEQA Guidelines; and

(e) The Director of Public Works having duly prepared said written report and filed the same with the Clerk of the Board, whereupon said Clerk duly selected the date and time for hearing on said report, caused a notice of the filing of said report and the time and place of hearing thereon to be published pursuant to the provisions of Section 6061 of the Government Code, and caused said report to be available for public inspection for a period of not less than ten (10) days prior to the date of said hearing; and

(f) In accordance therewith, a public hearing has been held before this Board today at which time the Board considered said report and heard and considered all objections and protests to said report; and

SECTION 2. **NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Mariposa County, State of California, as follows:

1. This Board finds and determines that each of the facts recited herein above is true, and that this Board has jurisdiction to proceed and make the determination set forth below.

2. This Board further finds that because the proposed action is for the reaffirming of rates and charges necessary to meet operating expenses, for the purchase or lease of supplies, equipment and materials, to meet financial reserve needs and requirements and to obtain funds for capital projects necessary to maintain service within existing County Service Areas it is, therefore, categorically exempt from the provisions of the California Environmental Quality Act (CEQA) of 1970 pursuant to Public Resources Code Section 21080(b)(8) and Section 15273 of the State CEQA Guidelines.

3. The Clerk of the Board will file with the County Clerk a Notice of Exemption, pursuant to CEQA and said Guidelines, if requested.

4. The public hearing upon the levying of assessments and fees within each County Service Area is hereby concluded and closed.

5. This Board does hereby confirm that these assessments and fees comply with the applicable provisions of Article XIIID of the California Constitution and that no balloting will be required except to increase the assessments or fees beyond the approved level.

6. This Board hereby approves all assessments and fees described in Exhibit "A" which have remained unchanged since the last fiscal year and adopts this resolution recommended by the Public Works Department prepared for consideration of this Board setting County Service Area fees that are to be placed on the tax roll for fiscal year 2023-2024.

7. The Clerk of the Board shall send a certified copy of this resolution to each of the following:

Public Works Department
County Counsel
County Auditor
County Administrative Officer

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this _____ day of _____, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____
Miles Menetrey, Chair
Mariposa County Board of Supervisors

ATTEST:

_____
Danielle Bondshu, Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

NOTICE OF EXEMPTION

To: ☐ Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

☐ County Clerk
County of Mariposa County
P.O. Box 247
Mariposa, CA 95338

From: Mariposa County Public Works
4639 Ben Hur Road
Mariposa, CA 95338

Project Title: County Service Area No. 1 Authorized Fees

Project Location-Specific: Mariposa County and Lake DonPedro

Project Location-City: Mariposa **Project Location-County:** Mariposa County

Description of Project: Re-authorizing fees

Name of Public Agency Approving Project: COUNTY OF MARIPOSA

Name of Person or Agency Carrying Out Project: Mariposa County – Dept. Of Public Works

Exempt Status:

- ☐ Ministerial (Sec. 21080-(b) (8); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3): 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- X Categorical Exemption. State type and section number: Section 15301
- ☐ Statutory Exemptions. State code number:

Reasons why project is exempt: Operation of existing facilities

Lead Agency
Contact Person: Shannon Hansen **Area Code/Telephone:** 209-966-5356

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project:
   X Yes ☐ No

Signature: _____ Date: 6/5/23
Title: Director Public Works

X Signed by Lead Agency Date received for filing at OPR:

☐ Signed by Applicant

EXHIBIT "A"

COUNTY SERVICE AREA No. 1
TO BE PLACED ON TAX ROLL FISCAL YEAR 2023-24

CSA NAME	ADDRESS*	SERVICE	23-24 FEE
County Service Area No.1			
Location: Countywide			
Zones of Benefit:			
Black Oak Ridge	All	Road Maintenance	$100.00
Lakeside Drive	5641		$100.00
Placer Lane	6331, 6334		$100.00
Whitlock Road	5830		$100.00
Broncho Hollow:		Road Maintenance	
Broncho Hollow Lane	4029, 4089		$61.24
Broncho Hollow Lane	4004		$122.50
Broncho Hollow Lane	3786 to 3984		$141.70
Deer Run	All		$185.48
Hidden Valley	All		$61.24
Indian Peak	3950		$61.24
Quail Run	All		$185.48
Quail Hollow	All		$185.48
Rocky Hollow	All		$61.24
Wildcat Springs	All		$185.48
Windy Hollow	All		$185.48
El Toro Road	All	Road Maintenance	$170.20
Hornitos Road	5425		$170.20
Greeley Hill Estates:	See Greeley Hill Addendum pgs 1- 5	Road Maint & Water Tank	
Dogtown Road	All except 6363		$12.00
Dogtown Road	6363		$36.00
Dogtown Road	6408, 6410		$67.00
Ponderosa	All		$36.00
Quail Mine	All		$72.00
Texas Hill	All		$12.00
Jordan View	All	Road Maintenance	$10.00
Leichtlin Lane	All	Road Maintenance	$100.00
Little Bear Road	All	Road Maintenance	$346.50
Totokon	4338		$346.50
Miami Mountain		Snow Removal	
Apple Seed	1841		$25.00
Highway 49 South	1777		$25.00
Miami Meadow	2019		$25.00
Nutter Ranch	All		$25.00
Stage Coach	1740		$25.00
Millbrow Estates		Road Maintenance	
Millbrow	All		$110.00
Holtzel	10224, 10258		$110.00
Montana de Paz	All	Road Maintenance	$251.80
Pagala Springs	All	Road Maintenance	$355.44
Royal Oaks Estates		(See Exhibit "A" page 3)	
Granite Springs Estates		(See Exhibit "A" page 4)	
Sierra Vista Estates		Road Maintenance	
Indian Peak	4138		$250.00
Mountain Way	All		$250.00
Sierra Vista	All		$250.00
St. Andrews Road	5072, 5075	Road Maintenance	$795.00

EXHIBIT "A"

COUNTY SERVICE AREA No. 1
TO BE PLACED ON TAX ROLL FISCAL YEAR 2023-24

CSA NAME	ADDRESS*	SERVICE	23-24 FEE
County Service Area No.1			
Location: Countywide			
Zones of Benefit:			
Terrace View	All	Road Maintenance	$109.50
Usona Ridge Road	3189 to 3230	Road Maintenance	$100.00
Black Bear Mtn	1812 to 1818		$100.00
Yosemite View Estates		Road Maintenance	
Carson Creek View	4214, 4225		$420.32
Wilbur's Way	All		$420.32

* Note: For Zones of Benefit "All" means all adresses on that road within the zone.

EXHIBIT "A"

COUNTY SERVICE AREA No. 1
TO BE PLACED ON TAX ROLL FISCAL YEAR 2023-24

Royal Oaks Estates

	APN	Owner	House #	Street	City	State	Zip Code	Assessments
1	017-660-001-0	Denate, Melody	4508	Royal Oaks CT	Mariposa	CA	95338	$ 327.63
2	017-660-002-0	Rogerson, Peter/Andrea	4510	Royal Oaks CT	Mariposa	CA	95338	$ 359.30
3	017-660-003-0	Francis, Stephen/Nancy	4528	Royal Oaks CT	Mariposa	CA	95338	$ 429.59
4	017-660-004-0	Bratt, Kathleen	4550	Royal Oaks CT	Mariposa	CA	95338	$ 563.36
5	017-660-005-0	Beccia, Richard/Kelly	4576	Royal Oaks CT	Mariposa	CA	95338	$ 656.61
6	017-660-006-0	Alvarez, Mayra	4583	Royal Oaks CT	Mariposa	CA	95338	$ 665.27
7	017-660-007-0	Kinslow, Michael/Laurie	4585	Royal Oaks CT	Mariposa	CA	95338	$ 665.27
8	017-660-008-0	Santschi, Dennis/Donna	4421	Bural Dr	Mariposa	CA	95338	$ 453.77
9	017-660-009-0	Marquez, Edward	4548	Little Buck RD	Mariposa	CA	95338	$ 523.15
10	017-660-010-0	Barajas, Arnulfo	4541	Royal Oaks CT	Mariposa	CA	95338	$ 499.83
11	017-660-011-0	Jorgensen, Kenneth/Joyce	4557	Royal Oaks CT	Mariposa	CA	95338	$ 546.38
12	017-660-012-0	Dan Gamel Property Investments	4567	Royal Oaks CT	Mariposa	CA	95338	$ 656.61
13	017-660-013-0	Uccelli Annette	4371	Bural Dr	Mariposa	CA	95338	$ 265.51
14	017-660-014-0	James, David	4391	Bural Dr	Mariposa	CA	95338	$ 265.51
15	017-660-015-0	Xiong, Derek	4541	Little Buck RD	Mariposa	CA	95338	$ 402.39
16	017-660-016-0	Southworth, David/Penny	4545	Little Buck RD	Mariposa	CA	95338	$ 418.79
17	017-660-017-0	Lo, Nhia	4245	Burl Dr	Mariposa	CA	95338	$ 265.51
18	017-660-018-0	Rodman, Mason / Julia	4237	Burl Dr	Mariposa	CA	95338	$ 265.51
19	017-660-019-0	Duran, Jose/Maria	4358	Burl Dr	Mariposa	CA	95338	$ 265.51
20	017-660-020-0	Tiner, David/Christina	4348	Burl Dr	Mariposa	CA	95338	$ 265.51
21	017-660-021-0	Entrust Administration Inc	4232	Burl Dr	Mariposa	CA	95338	$ 265.51
22	017-660-022-0	Lee, Yu-Ching	4372	Burl Dr	Mariposa	CA	95338	$ 265.51
23	017-660-023-0	Schaddelee, Robert	4390	Burl Dr	Mariposa	CA	95338	$ 265.51
24	017-660-024-0	Vanhoogmoed, Andrew/Caro	4260	Burl Dr	Mariposa	CA	95338	$ 265.51
25	017-660-025-0	Lo, Nhia	4256	Burl Dr	Mariposa	CA	95338	$ 265.51
26	017-660-026-0	Gonzalez,Jorge	4252	Burl Dr	Mariposa	CA	95338	$ 265.51
27	017-660-027-0	Malavong Manisay	4248	Burl Dr	Mariposa	CA	95338	$ 265.51
28	017-660-038-0	White Oak Ridge, LLC	4244	Burl Dr	Mariposa	CA	95338	$ 265.51
29	017-660-039-0	Pompano, LLC	4240	Burl Dr	Mariposa	CA	95338	$ 265.51
30	017-660-030-0	Townsend, Richard/Maricela	4394	Burl Dr	Mariposa	CA	95338	$ 265.51
31	017-660-031-0	Lo, Pao	4412	Burl Dr	Mariposa	CA	95338	$ 265.51
32	017-660-032-0	Townsend, Richard/Maricela	4424	Burl Dr	Mariposa	CA	95338	$ 265.51
33	017-660-033-0	Chen, Ling Hui	4465	Burl Dr	Mariposa	CA	95338	$ 265.51
								$ 12,212.64

EXHIBIT "A"

COUNTY SERVICE AREA No. 1
TO BE PLACED ON TAX ROLL FISCAL YEAR 2023-24

Granite Springs Estates

	APN	Owner	House #	Street	City	State	Zip Code	Assessment
1	001-140-025	Lopez, Ma	9792	Creekside				$ 34.00
2	001-140-026	Salas, Leonardo	9788	Creekside				$ 76.45
3	001-140-027	Her, Va Pao	9775	Creekside				$ 91.28
4	001-140-028	Ruiz, Asuncion/Alicia	9774	Creekside				$ 118.83
5	001-140-029	Lopez, Jose/Linda	9759	Creekside				$ 153.04
6	001-140-030	Ruiz, Asuncion/Alicia	9758	Creekside				$ 161.24
7	001-140-031	Erickson, Wayne	9751	Creekside				$ 202.19
8	001-140-032	Crockett, Nicholas/Anamae	9740	Creekside				$ 203.92
9	001-140-022	Delano, Art & Carol	9793	Creekside				$ 55.54
10	001-140-033	Fink, Erika		Remainder				$ 2,625.20
								$ 3,648.72

Greeley Hill Estates Addendum Pg 1

County of MARIPOSA
DIRECT CHARGE TAX CODE DETAIL
From Tax Code: 50923, Thru Tax Code: 50923

ASMT	COUNT	SEC AMT	UNSEC AMT	INACTIVE
50923 GREELY HILL ESTATES ZOB				
Applies to: Specific Asmts Only				
004-590-001-000		12.00		
004-590-002-000		12.00		
004-590-003-000		12.00		
004-590-004-000		12.00		
004-590-005-000		12.00		
004-590-006-000		12.00		
004-590-009-000		12.00		
004-590-010-000		12.00		
004-590-013-000		12.00		
004-590-014-000		12.00		
004-590-015-000		12.00		
004-590-016-000		12.00		
004-590-017-000		12.00		
004-590-018-000		12.00		
004-590-022-000		12.00		
004-590-023-000		12.00		
004-590-024-000		12.00		
004-590-025-000		12.00		
004-590-026-000		12.00		
TOTAL 50923	19	228.00		

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ZONE OF BENEFITS PARCEL LISTING WITH OWNERS AND BILLED AMOUNTS

C-B-C DESCRIPTION	COMB BILL CODE	APN	OWNER NAME	ADDRESS	OF PARCEL	CITY	ST ZIP CODE	ACREAGE	TAX ACCOUNT ID	TAX YEAR	AMOUNT BILLED	TAX CODE
GREELEY HILL ZOB	1029	004 590 0010	KALINOWSKI, SUSAN, TR	6485	DOGTOWN	COULTERVILLE	CA 95311	6.23	135482	2019	12.00	923
		004 590 0020	KALINOWSKI, SUSAN, TR	0	*UNASSIGNED*	COULTERVILLE	CA 95311	6.22	135484	2019	12.00	923
		004 590 0030	BROWN, DAVID/MARIA, TR	6453	DOGTOWN	COULTERVILLE	CA 95311	6.22	135486	2019	12.00	923
		004 590 0040	CLOUGH, GLENN	6441	DOGTOWN	COULTERVILLE	CA 95311	6.22	135488	2019	12.00	923
		004 590 0050	BEBEREIA, FRANK	6433	DOGTOWN	COULTERVILLE	CA 95311	5.12	135490	2019	12.00	923
		004 590 0060	BRIZENDINE, STAN	6436	DOGTOWN	GREELEY HILL	CA 95311-	8.17	135492	2019	12.00	923
		004 590 0090	THOMPSON, RICHARD	6425	DOGTOWN	COULTERVILLE	CA 95311	5.04	135498	2019	12.00	923
		004 590 0100	OBRIEN, SANDRA	6415	DOGTOWN	COULTERVILLE	CA 95311	7.18	135500	2019	12.00	923
		004 590 0130	HIGUERA, DANIEL/GAIL, TR	9732	TEXAS HILL	COULTERVILLE	CA 95311	6.75	135506	2019	12.00	923
		004 590 0140	GOODRICH, STEVEN	9718	TEXAS HILL	COULTERVILLE	CA 95311	5.87	135508	2019	12.00	923
		004 590 0150	LEROUDIER, FREDERIC/YIPING	9680	TEXAS HILL	COULTERVILLE	CA 95311	5.79	135510	2019	12.00	923
		004 590 0160	BACA, RUBEN JR/FRANCINE	9683	TEXAS HILL	COULTERVILLE	CA 95311	5.01	135512	2019	12.00	923
		004 590 0170	BACA, RUBEN/FRANCINE	9719	TEXAS HILL	COULTERVILLE	CA 95311	5.01	135514	2019	12.00	923
		004 590 0180	LOVE, JOHN/DARRALYNNE, TR	9721	TEXAS HILL	COULTERVILLE	CA 95311	5.16	135516	2019	12.00	923
		004 590 0220	BRADBURY, ROBERT/PATRICIA	6345	DOGTOWN	COULTERVILLE	CA 95311	5.00	135524	2019	12.00	923
		004 590 0230	MCADAM-AUSTIN, ERIN	6350	DOGTOWN	COULTERVILLE	CA 95311	5.01	135526	2019	12.00	923
		004 590 0240	DODGE, MARY	0	*UNASSIGNED*	COULTERVILLE	CA 95311	5.02	135528	2019	12.00	923
		004 590 0250	DODGE, MARY	0	*UNASSIGNED*	COULTERVILLE	CA 95311	5.01	135530	2019	12.00	923
		004 590 0260	DODGE, MARY	6374	DOGTOWN	COULTERVILLE	CA 95311	5.00	135532	2019	12.00	923
										TOTAL	228.00	
										COUNT	19	

Greeley Hill Estates Addendum Pg 3

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ZONE OF BENEFITS PARCEL LISTING WITH OWNERS AND BILLED AMOUNTS

C-B-C DESCRIPTION	COMB BILL CODE	APN	OWNER NAME	ADDRESS OF PARCEL	CITY	ST ZIP CODE	ACREAGE	TAX ACCOUNT ID	TAX YEAR	AMOUNT BILLED	TAX CODE
GREELEY HILL ZOB	1030	004 590 0110	COX, WILLIAM B, TR	9416 PONDEROSA	COULTERVILLE	CA 95311	5.07	135502	2019	36.00	923
		004 590 0120	JOHNSON, RAYMOND/DOLORES	9408 PONDEROSA	COULTERVILLE	CA 95311	5.16	135504	2019	36.00	923
		004 590 0190	JOHNSON, RAYMOND	9413 PONDEROSA	COULTERVILLE	CA 95311	5.00	135518	2019	36.00	923
		004 590 0200	COX, WILLIAM B, TR	0 *UNASSIGNED*	COULTERVILLE	CA 95311	5.00	135520	2019	36.00	923
		004 590 0210	COX, WILLIAM B, TR	6363 DOGTOWN	COULTERVILLE	CA 95311	5.01	135522	2019	36.00	923
									TOTAL	180.00	
									COUNT	5	

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ZONE OF BENEFITS PARCEL LISTING WITH OWNERS AND BILLED AMOUNTS

C-B-C DESCRIPTION	COMB BILL CODE	APN	OWNER NAME	ADDRESS	OF PARCEL	CITY	ST	ZIP CODE	ACREAGE	TAX ACCOUNT ID	TAX YEAR	AMOUNT BILLED	TAX CODE
GREELEY HILL ZOB	1031	004 590 0270	DUGAN, THOMAS/VALERIE, TR	0	*UNASSIGNED*	COULTERVILLE	CA	95311	5.02	135534	2019	72.00	923
		004 590 0280	DODGE, NICHOLAS/MARY, TR	0	*UNASSIGNED*	COULTERVILLE	CA	95311	5.48	135536	2019	72.00	923
		004 590 0290	DODGE, NICHOLAS/MARY, TR	0	*UNASSIGNED*	COULTERVILLE	CA	95311	5.92	135538	2019	72.00	923
		004 590 0300	DUGAN, THOMAS/VALERIE, TR	9787	QUAIL MINE	COULTERVILLE	CA	95311	5.01	135540	2019	72.00	923
		004 590 0310	DUGAN, THOMAS/VALERIE, TR	0	*UNASSIGNED*	COULTERVILLE	CA	95311	5.01	135542	2019	72.00	923
		004 590 0320	DODGE, NICHOLAS/MARY, TR	9780	QUAIL MINE	COULTERVILLE	CA	95311	5.29	135544	2019	72.00	923
		004 590 0330	GALLI, EDWARD	0	*UNASSIGNED*	COULTERVILLE	CA	95311	5.24	135546	2019	72.00	923
		004 590 0340	WHITWORTH, DENNIS/ELAINE	9751	QUAIL MINE	COULTERVILLE	CA	95311	5.01	135548	2019	72.00	923
		004 590 0350	HEATH, MICHAEL/ANN, TR	0	*UNASSIGNED*	COULTERVILLE	CA	95311	5.02	135550	2019	72.00	923
		004 590 0360	GALLI, EDWARD	9729	QUAIL MINE	COULTERVILLE	CA	95311	5.01	135552	2019	72.00	923
		004 590 0370	GALLI, EDWARD	9715	QUAIL MINE	COULTERVILLE	CA	95311	5.08	135554	2019	72.00	923
											TOTAL	792.00	
											COUNT	11	

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ZONE OF BENEFITS PARCEL LISTING WITH OWNERS AND BILLED AMOUNTS

C-B-C DESCRIPTION	COMB BILL CODE	APN	OWNER NAME	ADDRESS OF PARCEL	CITY	ST ZIP CODE	ACREAGE	TAX ACCOUNT ID	TAX YEAR	AMOUNT BILLED	TAX CODE
GREELEY HILL ZOB	1032	004 590 0070	BRIGHT, DONALD/JANICE	6410 DOGTOWN	COULTERVILLE	CA 95311	6.31	135494	2019	67.00	923
		004 590 0080	PFEIFFER, KENNETH	6408 DOGTOWN	COULTERVILLE	CA 95311	6.17	135496	2019	67.00	923
									TOTAL	134.00	
									COUNT	2	

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-388

MEETING: July 18, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: PUBLIC HEARING: Consider Authorizing and Directing Staff to Place Special Districts Delinquent User Fees on the FY23-24 Property Tax Roll

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RECOMMENDATION AND JUSTIFICATION

PUBLIC HEARING: Consider Authorizing and Directing Staff to Place Special Districts Delinquent User Fees on the FY23-24 Property Tax Roll.

California Government Code Section 25215.4 authorizes the ability for delinquent fees for services charged in Special Districts to be added to the property tax roll for collection. This method of collection has proven to be very successful when previous efforts to collect delinquent fees for services have been exhausted.

All the affected property owners have been sent a letter (attached) informing them of the public hearing and the past-due amount we plan to add to their property tax bill. The notification gives delinquent property owners the opportunity to pay the amount owed and avoid having it added to the tax roll. Public Works staff prepares a final list of unpaid fees for the Auditor which takes into account any recent payment made by property owners.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Each year the Board has approved adding delinquent fees to the property tax roll. Resolution 2022-417 authorized delinquencies to be placed on the FY22-23 tax roll.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, delinquent fees will not be added to the property tax roll, and direct staff to use other collection methods.

FINANCIAL IMPACT

ATTACHMENTS

1. **Tax Roll Government code**
2. **Tax Roll-Newspaper notice**
3. **Letter to Residents**
4. **Don Pedro Delinquent User Fees**

5. **Don Pedro Standby**
6. **Yosemite West Delinquent User Fees**
7. **Yosemite West Standby**
8. **Coulterville Delinquent User Fees**
9. **Mariposa Pines Delinquent User Fees**
10. **Wawona Delinquent User Fees**

VOTE RESULT

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

CALIFORNIA CODES
GOVERNMENT CODE
SECTION **25215-25215.7**

25215. Whenever the board determines that the amount of revenue available to a county service area or any of its zones is inadequate to meet the costs of operating and maintaining the services and facilities that the county service area provides, the board may raise revenues pursuant to this article or any other provision of law.

25215.1. The auditor shall allocate to each county service area its share of property tax revenue, if any, pursuant to Chapter 6 (commencing with Section 95) of Part 0.5 of Division 1 of the Revenue and Taxation **Code**.

25215.2. The board may levy special taxes pursuant to Article 3.5 (commencing with Section 50075) of Chapter 1 of Part 1 of Division 1 of Title 5. The special taxes shall be applied uniformly to all taxpayers or all real property within the county service area, except that unimproved property may be taxed at a lower rate than improved property.

25215.3. The board may levy benefit assessments for operations and maintenance consistent with the requirements of Article XIII D of the California Constitution, including, but not limited to, benefit assessments levied pursuant to any of the following:

(a) The Improvement Act of 1911 (Division 7 (commencing with Section 5000) of the Streets and Highways **Code**).

(b) The Improvement Bond Act of 1915 (Division 10 (commencing with Section 8500) of the Streets and Highways **Code**).

(c) The Municipal Improvement Act of 1913 (Division 12 (commencing with Section 10000) of the Streets and Highways **Code**).

(d) The Landscaping and Lighting Assessment Act of 1972 (Part 2 (commencing with Section 22500) of Division 15 of the Streets and Highways **Code**, notwithstanding Section 22501 of the Streets and Highways **Code**).

(e) Any other statutory authorization enacted on or after January 1, 2009.

25215.4. The board may, by resolution or ordinance, do any of the following:

(a) Establish user fees, rates, or other charges, provided that they are not property-related fees and charges, for the services and facilities that are not property related that the county service area provides.

(b) Provide for the collection and enforcement of those user fees, rates, and other charges in the same manner that the county collects and enforces user fees, rates, and charges for the services and facilities that the county provides.

25215.5. The board may, by resolution or ordinance, do any of the following:

(a) Impose property-related fees and charges for the property-related services that the county service area provides, subject to the requirements of Article XIII D of the California Constitution. If new, increased, or extended property-related fees and charges are proposed, the board shall comply with Section 53755.

(b) Provide for the collection and enforcement of those property-related fees and charges in the same manner that the county collects and enforces property-related fees and charges for the property-related services that the county provides, including, but not limited to, Article 4 (commencing with Section 5470) of Chapter 6 of Part 3 of Division 5 of the Health and Safety **Code.**

25215.6. (a) The board may charge standby charges for water, sewer, or water and sewer services pursuant to the Uniform Standby Charge Procedures Act (Chapter 12.4 (commencing with Section 54984) of Part 1 of Division 2 of Title 5).

(b) If the procedures set forth in the former Section 25210.77b as it read at the time a standby charge was established were followed, the board may, by resolution, continue to collect the charge in successive years at the same rate from the parcels within the county service area to which water or sewers are made available for any purpose by the county service area, whether the water or sewers are actually used or not. If new, increased, or extended assessments are proposed, the board shall comply with the notice, protest, and hearing procedures in Section 53753.

25215.7. Whenever a person installs any facilities including, but not limited to, facilities for sewer or water service, and the board determines that it is necessary that those facilities be constructed so that they can be used for the benefit of property within a county service area other than the property of the person installing the facilities, and the facilities are dedicated to the public or become the property of the county or the county service area, the board may by contract agree to reimburse that person for the cost of the installation of those facilities. This contract may provide that the board may collect a reasonable fee or charge from any person using those facilities for the benefit of property not owned by the person who installed the facilities.

PUBLIC HEARING NOTICE
Delinquent User Fees

On Tuesday, July 18, 2023 at 9:00am (or as soon there after as the matter can be heard) the Mariposa County Board of Supervisors will conduct a public hearing in the Board Chambers of the Government Center at 5100 Bullion Street, Mariposa, California, to hear the Report of Fiscal Year 22-23 Delinquent Fees for the Districts of Coulterville, Don Pedro, Mariposa Pines, Wawona and Yosemite West, and to authorize the addition of delinquent fees to the Fiscal Year 2023-24 property tax roll for collection.

Any member of the public may appear at the hearing and be heard or provide written input.

Information on the delinquent fees is available at the Public Works Department at 4639 Ben Hur Road, Mariposa, California.

Mariposa County
Department of Public Works

Airport – Cemeteries – Engineering – Facilities
Fleet Maintenance – Parks & Rec – Plant Operations
Roads – Solid Waste – Surveyor – Transportation

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

Team, Service, Stewardship

Dear Property Owner:

On Tuesday, July 18, 2023, at 9:00am (or as soon thereafter as the matter can be heard) the Mariposa County Board of Supervisors will conduct a public hearing in the Board Chambers of the Government Center at 5100 Bullion Street, Mariposa, California, to hear the Report of Delinquent Fees for the Districts of Coulterville, Don Pedro, Mariposa Pines, Wawona and Yosemite West, and to authorize the addition of delinquent fees to the appropriate property tax roll for collection.

Our records indicate that your account currently has a past due amount that we intend to place on your property tax bill. If you wish to prevent the past due balance from being added to the tax roll, please make payment to Mariposa County for the amount due and mail or bring it to the Public Works Department at 4639 Ben Hur Road, Mariposa, CA 95338 by July 31, 2023.

Any questions pertaining to your account may be directed to Joy Hopper at (209) 966-5356.

Sincerely,

Shannon Hansen, Director
Public Works & Transportation

SPECIAL DISTRICTS ASSESSMENTS: FY22-23

APN NO.	ASSESSMENT AMOUNT	AUDITOR FEE	TOTAL ASSESSMENT	ENTITTY	DON PEDRO DELINQUENT USER FEES	ACCOUNT NO.	AMOUNT Collected
021-280-001-0	$531.95	$2.00	$533.95	950	Merchant, William	50000013	
021-250-005-0	$41.75	$2.00	$53.75	950	Diero, Martin	50000086	
021-290-006-0	$48.56	$2.00	$50.56	950	Holden, Rush	50000036	
021-210-032-0	$531.95	$2.00	$533.95	950	Machado, Cody	50000045	
021-250-006-0	$531.95	$2.00	$533.95	950	Palomino, Cora	50000087	
021-260-015-0	$531.95	$2.00	$533.95	950	Cobarrubia, Kammy	50000114	
021-260-023-0	$504.38	$2.00	$506.38	950	Tarun, George	50000122	
021-380-043-0	$214.01	$2.00	$216.01	950	Urban, Joe/Kim	50000231	
021-290-028-0	$531.95	$2.00	$533.95	950	Espinoza, Jose	50000234	
021-390-009-0	$531.95	$2.00	$533.95	950	Carrillo, Raquel	50000257	
021-390-008-0	$470.37	$2.00	$472.37	950	Watson,Epiphany	50000258	
021-390-001-0	$41.75	$2.00	$43.75	950	Holt, Derick	50000263	
021-380-044-0	$117.33	$2.00	$119.33	950	Machado, Travis	50000266	
021-380-048-0	$257.16	$2.00	$259.16	950	Fernandez, Mellisa	50000268	
021-390-012-0	$222.55	$2.00	$224.55	950	Howard, Lance	50000272	

Total Entity 950	**$5,109.56**	**$30.00**	**$5,149.56**	**950**

SPECIAL DISTRICTS ASSESSMENTS: FY22-23

Parcel Count	APN NO.	ASSESSMENT AMOUNT	AUDITOR FEE	TOTAL ASSESSMENT	ENTITTY	DON PEDRO STANDBY DELINQUENT FEES	ACCOUNT NO.	AMOUNT RCVD
1	021-210-031-0	$36.00	$2.00	$38.00	951	LAM, CHIU HUNG	50000044	$0.00
2	021-230-003-0	$36.00	$2.00	$38.00	951	ZUNIGA, RALPH/BRENDA	50000048	$0.00
3	021-230-004-0	$36.00	$2.00	$38.00	951	BANK OF AMERICA	50000049	$0.00
4	021-230-005-0	$36.00	$2.00	$38.00	951	PONTELO, WILLIAM	50000050	$0.00
5	021-230-017-0	$36.00	$2.00	$38.00	951	STANFFORD, LINDA	50000051	$0.00
6	021-230-019-0	$36.00	$2.00	$38.00	951	VELAZQUEZ, VERONICA	50000052	$0.00
7	021-230-009-0	$36.00	$2.00	$38.00	951	REINHART, KIMBERLY	50000054	$0.00
8	021-230-012-0	$36.00	$2.00	$38.00	951	GAMBLE, AMBER/ADAM	50000057	$0.00
9	021-240-008-0	$36.00	$2.00	$38.00	951	TRUJILLO, MICHAEL	50000066	$0.00
10	021-240-009-0	$36.00	$2.00	$38.00	951	CAPULONG, HAGGEO	50000067	$0.00
11	021-240-011-0	$36.00	$2.00	$38.00	951	DELA CUADRA, ROBERT	50000069	$0.00
12	021-240-013-0	$36.00	$2.00	$38.00	951	MITANU, PAUL	50000071	$0.00
13	021-240-015-0	$36.00	$2.00	$38.00	951	RENOLO TR, WILLIAM	50000073	$0.00
14	021-240-017-0	$36.00	$2.00	$38.00	951	NGUYEN, DZUNGA/THU	50000074	$0.00
15	021-240-018-0	$33.00	$2.00	$35.00	951	MOUNTAIN RETREAT CC	50000075	$0.00
16	021-240-019-0	$33.00	$2.00	$35.00	951	MALEK-ZADEH, JACOB	50000076	$0.00
17	021-240-021-0	$36.00	$2.00	$38.00	951	NVISION CAPITAL ADVISORS	50000078	$0.00
18	021-250-002-0	$33.00	$2.00	$35.00	951	QUEROL, RAMON, FE C	50000083	$0.00
19	021-250-003-0	$36.00	$2.00	$38.00	951	GATCHALIAN, ERWIN / MITZIGAIL	50000084	$0.00
20	021-250-007-0	$33.00	$2.00	$35.00	951	RAMON, JORGE	50000088	$0.00
21	021-250-013-0	$36.00	$2.00	$38.00	951	REINHART, KIMBERLY	50000092	$0.00
22	021-250-016-0	$36.00	$2.00	$38.00	951	KULCSAR, TERESITA PAYUMO	50000093	$0.00
23	021-250-017-0	$36.00	$2.00	$38.00	951	VILORIA, FLORENTINO / LILLIA	50000094	$0.00
24	021-250-016-0	$33.00	$2.00	$35.00	951	KIMBERLY, ALBERTARIO	50000095	$0.00
25	021-250-021-0	$36.00	$2.00	$38.00	951	GRASMOEN, SCOTT	50000097	$0.00

SPECIAL DISTRICTS ASSESSMENTS: FY22-23

Parcel Count	APN NO.	ASSESSMENT AMOUNT	AUDITOR FEE	TOTAL ASSESSMENT	ENTITTY	DON PEDRO STANDBY DELINQUENT FEES	ACCOUNT NO.	AMOUNT RCVD
26	021-250-022-0	$36.00	$2.00	$38.00	951	CONSOLIDATED RELIANCE INC	50000098	$0.00
27	021-250-024-0	$36.00	$2.00	$38.00	951	ARQUERO, ARNULFO / PILAR	50000099	$0.00
28	021-250-025-0	$36.00	$2.00	$38.00	951	SANCHEZ JR. TRUST, AUDON	50000100	$0.00
29	021-260-002-0	$36.00	$2.00	$38.00	951	PEREIRA, MARICHU ANN B	50000101	$0.00
30	021-260-003-0	$36.00	$2.00	$38.00	951	MARINAS, JOSEPH E.	50000102	$0.00
31	021-260-005-0	$33.00	$2.00	$35.00	951	HERNANDEZ, JOSE / REBECCA	50000104	$0.00
32	021-260-006-0	$33.30	$2.00	$35.30	951	BUTLER, SHAVONE	50000105	$0.00
33	021-260-012-0	$36.00	$2.00	$38.00	951	CONUI, MADELEINE	50000111	$0.00
34	021-260-014-0	$36.00	$2.00	$38.00	951	HERRADURA, PRUDENCIO / LOLITA	50000113	$0.00
35	021-260-018-0	$33.00	$2.00	$35.00	951	THOM, DAVID	50000117	$0.00
36	021-260-025-0	$36.00	$2.00	$38.00	951	IBARRA, CARMELITA	50000124	$0.00
37	021-270-001-0	$36.00	$2.00	$38.00	951	MARTINEZ, TITO	50000125	$0.00
38	021-270-002-0	$36.00	$2.00	$38.00	951	CHAVEZ, FRANCISCO	50000126	$0.00
39	021-270-007-0	$36.00	$2.00	$38.00	951	FLORES TR, FLORO	50000131	$0.00
40	021-280-008-0	$36.00	$2.00	$38.00	951	WALKER, WILLIAM	50000142	$0.00
41	021-290-005-0	$36.00	$2.00	$38.00	951	HOPKINS, DEAN/LORRAIN	50000145	$0.00
42	021-290-007-0	$36.00	$2.00	$38.00	951	MITCHELL, DAVID & EDITH	50000146	$0.00
43	021-290-017-0	$35.43	$2.00	$37.43	951	JUNE, JENNIFER	50000152	$0.00
44	021-290-016-0	$36.00	$2.00	$38.00	951	PARTAN TR, GEORGE SR.	50000151	$0.00
45	021-290-020-0	$36.00	$2.00	$38.00	951	SCHUHMANN, MELANIE	50000153	$0.00
46	021-290-025-0	$36.00	$2.00	$38.00	951	AGUILAR, ANTONIO	50000156	$0.00
47	021-290-026-0	$36.00	$2.00	$38.00	951	KUENG, SHANNON	50000157	$0.00
48	021-290-027-0	$36.00	$2.00	$38.00	951	JOHNSTON, ELAINE	50000158	$0.00
49	021-300-005-0	$36.00	$2.00	$38.00	951	HERENCIA DE AMERICA FOUNDATION	50000159	$0.00
50	021-300-009-0	$36.00	$2.00	$38.00	951	CHEUNG, CINDY YIN	50000162	$0.00
51	021-310-001-0	$33.00	$2.00	$35.00	951	FIERROS, SEVEROS	50000184	$0.00

SPECIAL DISTRICTS ASSESSMENTS: FY22-23

Parcel Count	APN NO.	ASSESSMENT AMOUNT	AUDITOR FEE	TOTAL ASSESSMENT	ENTITTY	DON PEDRO STANDBY DELINQUENT FEES	ACCOUNT NO.	AMOUNT RCVD
52	021-310-002-0	$33.00	$2.00	$35.00	951	DEERWOOD CORPORATION	50000185	$0.00
53	021-310-003-0	$36.00	$2.00	$38.00	951	DEODANES, SABINO	50000186	$0.00
54	021-310-004-0	$33.00	$2.00	$35.00	951	PORTER, PEGGY	50000187	$0.00
55	021-310-006-0	$33.00	$2.00	$35.00	951	GASKELL TR., SANDRA	50000188	$0.00
56	021-310-007-0	$36.00	$2.00	$38.00	951	GUEVARA, PATRICIA	50000189	$0.00
57	021-310-008-0	$36.00	$2.00	$38.00	951	BRADY, DARRELL & JOANN	50000190	$0.00
58	021-310-009-0	$36.00	$2.00	$38.00	951	FISHER, PATRICK	50000191	$0.00
59	021-310-010-0	$36.00	$2.00	$38.00	951	DARA INVESTMENT CO	50000192	$0.00
60	021-310-011-0	$36.00	$2.00	$38.00	951	CORIA, SERGIO / SAN JUANITA	50000193	$0.00
61	021-310-014-0	$36.00	$2.00	$38.00	951	SANTANA, MOSES	50000196	$0.00
62	021-310-017-0	$36.00	$2.00	$38.00	951	CARRILLO, RAFAEL	50000199	$0.00
63	021-310-022-0	$36.00	$2.00	$38.00	951	VELAZQUEZ, VERONICA	50000204	$0.00
64	021-360-001-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000215	$0.00
65	021-370-042-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000221	$0.00
66	021-370-043-0	$36.00	$2.00	$38.00	951	PORTER, THOMAS/PEGGY A	50000222	$0.00
67	021-370-044-0	$36.00	$2.00	$38.00	951	PORTER, THOMAS/PEGGY A	50000223	$0.00
68	021-370-045-0	$36.00	$2.00	$38.00	951	PORTER, THOMAS/PEGGY A	50000224	$0.00
69	021-370-046-0	$36.00	$2.00	$38.00	951	PORTER, THOMAS/PEGGY A	50000225	$0.00
70	021-370-047-0	$36.00	$2.00	$38.00	951	PORTER, THOMAS/PEGGY A	50000226	$0.00
71	021-370-048-0	$36.00	$2.00	$38.00	951	PORTER, THOMAS/PEGGY A	50000227	$0.00
72	021-370-049-0	$36.00	$2.00	$38.00	951	PORTER, THOMAS/PEGGY A	50000228	$0.00
73	021-370-050-0	$36.00	$2.00	$38.00	951	PORTER, THOMAS/PEGGY A	50000229	$0.00
74	021-370-051-0	$36.00	$2.00	$38.00	951	PORTER, THOMAS/PEGGY A	50000230	$0.00
75	021-380-002-0	$168.00	$2.00	$170.00	951	DEERWOOD CORPORATION	50000232	$0.00
76	021-360-002-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000235	$0.00
77	021-360-003-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000236	$0.00

SPECIAL DISTRICTS ASSESSMENTS: FY22-23

Parcel Count	APN NO.	ASSESSMENT AMOUNT	AUDITOR FEE	TOTAL ASSESSMENT	ENTITTY	DON PEDRO STANDBY DELINQUENT FEES	ACCOUNT NO.	AMOUNT RCVD
78	021-360-004-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000237	$0.00
79	021-360-005-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000238	$0.00
80	021-360-006-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000239	$0.00
81	021-360-007-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000240	$0.00
82	021-360-008-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000241	$0.00
83	021-360-009-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000242	$0.00
84	021-360-011-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000243	$0.00
85	021-370-003-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000244	$0.00
86	021-370-004-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000245	$0.00
87	021-370-015-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000246	$0.00
88	021-370-016-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000247	$0.00
89	021-380-006-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000248	$0.00
90	021-380-007-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000249	$0.00
91	021-370-025-0	$36.00	$2.00	$38.00	951	OPP, DEENA	50000251	$0.00
92	021-370-026-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000252	$0.00
93	021-370-027-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000253	$0.00
94	021-370-028-0	$36.00	$2.00	$38.00	951	BERCILLA, ALFREDI / VESTA	50000254	$0.00
95	021-370-029-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000255	$0.00
96	021-360-024-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000273	$0.00
97	021-360-025-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000274	$0.00
98	021-360-026-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000275	$0.00
99	021-360-027-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000276	$0.00
100	021-370-038-0	$36.00	$2.00	$38.00	951	SHERIDAN, JAMES	50000277	$0.00
101	021-370-039-0	$36.00	$2.00	$38.00	951	SHERIDAN, JAMES	50000278	$0.00
102	021-370-040-0	$36.00	$2.00	$38.00	951	SHERIDAN, JAMES	50000279	$0.00
103	021-370-041-0	$36.00	$2.00	$38.00	951	SHERIDAN, JAMES	50000280	$0.00

SPECIAL DISTRICTS ASSESSMENTS: FY22-23

Parcel Count	APN NO.	ASSESSMENT AMOUNT	AUDITOR FEE	TOTAL ASSESSMENT	ENTITTY	DON PEDRO STANDBY DELINQUENT FEES	ACCOUNT NO.	AMOUNT RCVD
104	021-370-052-0	$36.00	$2.00	$38.00	951	PORTER, THOMAS/PEGGY A	50000281	$0.00
105	021-370-053-0	$36.00	$2.00	$38.00	951	PORTER, THOMAS/PEGGY A	50000282	$0.00
106	021-380-021-0	$36.00	$2.00	$38.00	951	PORTER, THOMAS/PEGGY A	50000283	$0.00
107	021-380-022-0	$36.00	$2.00	$38.00	951	PORTER, THOMAS/PEGGY A	50000284	$0.00
108	021-380-023-0	$36.00	$2.00	$38.00	951	PORTER, THOMAS/PEGGY A	50000285	$0.00
109	021-380-024-0	$36.00	$2.00	$38.00	951	PORTER, THOMAS/PEGGY A	50000286	$0.00
110	021-380-025-0	$36.00	$2.00	$38.00	951	PORTER, THOMAS/PEGGY A	50000287	$0.00
111	021-380-026-0	$36.00	$2.00	$38.00	951	PORTER, THOMAS/PEGGY A	50000288	$0.00
112	021-380-027-0	$36.00	$2.00	$38.00	951	PORTER, THOMAS/PEGGY A	50000289	$0.00
113	021-380-028-0	$36.00	$2.00	$38.00	951	PORTER, THOMAS/PEGGY A	50000290	$0.00
114	021-380-029-0	$36.00	$2.00	$38.00	951	PORTER, THOMAS/PEGGY A	50000291	$0.00
115	021-380-030-0	$36.00	$2.00	$38.00	951	PORTER, THOMAS/PEGGY A	50000292	$0.00
116	021-370-022-0	$36.00	$2.00	$38.00	951	MILANO, LYSA	50000293	$0.00
117	021-380-012-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000294	$0.00
118	021-380-011-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000295	$0.00
119	021-380-014-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000296	$0.00
120	021-380-013-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000297	$0.00
121	021-380-015-0	$36.00	$2.00	$38.00	951	REAL ESTATE FUND LLC	50000298	$0.00
122	021-380-016-0	$36.00	$2.00	$38.00	951	REAL ESTATE FUND LLC	50000299	$0.00
123	021-380-017-0	$95.70	$2.00	$97.70	951	REAL ESTATE FUND LLC	50000300	$0.00
124	021-380-018-0	$36.00	$2.00	$38.00	951	REAL ESTATE FUND LLC	50000301	$0.00
125	021-380-019-0	$36.00	$2.00	$38.00	951	REAL ESTATE FUND LLC	50000302	$0.00
126	021-380-020-0	$36.00	$2.00	$38.00	951	REAL ESTATE FUND LLC	50000303	$0.00
127	021-370-020-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000304	$0.00
128	021-370-021-0	$36.00	$2.00	$38.00	951	GLORIA ALCANTARA	50000305	$0.00
129	021-370-023-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000306	$0.00

SPECIAL DISTRICTS ASSESSMENTS: FY22-23

Parcel Count	APN NO.	ASSESSMENT AMOUNT	AUDITOR FEE	TOTAL ASSESSMENT	ENTITTY	DON PEDRO STANDBY DELINQUENT FEES	ACCOUNT NO.	AMOUNT RCVD
130	021-370-024-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000307	$0.00
131	021-370-030-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000308	$0.00
132	021-370-031-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000309	$0.00
133	021-370-032-0	$36.00	$2.00	$38.00	951	PORTER, THOMAS/PEGGY A	50000310	$0.00
134	021-370-033-0	$36.00	$2.00	$38.00	951	PORTER, THOMAS/PEGGY A	50000311	$0.00
135	021-370-034-0	$36.00	$2.00	$38.00	951	PORTER, THOMAS/PEGGY A	50000312	$0.00
136	021-370-035-0	$36.00	$2.00	$38.00	951	PORTER, THOMAS/PEGGY A	50000313	$0.00
137	021-370-036-0	$41.40	$2.00	$43.40	951	PORTER, THOMAS/PEGGY A	50000314	$0.00
138	021-370-037-0	$36.00	$2.00	$38.00	951	PORTER, THOMAS/PEGGY A	50000315	$0.00
139	021-360-021-0	$36.00	$2.00	$38.00	951	DELEON, AZUCENA	50000316	$0.00
140	021-360-022-0	$36.00	$2.00	$38.00	951	PORTER, THOMAS/PEGGY A	50000317	$0.00
141	021-360-023-0	$36.00	$2.00	$38.00	951	PORTER, THOMAS/PEGGY A	50000318	$0.00
142	021-380-010-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000319	$0.00
142	021-380-009-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000320	$0.00
144	021-380-008-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000321	$0.00
145	021-380-005-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000322	$0.00
146	021-380-004-0	$36.00	$2.00	$38.00	951	DUMPEL, HEDWIG	50000323	$0.00
147	021-380-001-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000325	$0.00
148	021-370-019-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000326	$0.00
149	021-370-018-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000327	$0.00
150	021-370-017-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000328	$0.00
151	021-370-014-0	$36.00	$2.00	$38.00	951	EBENEZER, DANIEL, MD	50000329	$0.00
152	021-370-013-0	$36.00	$2.00	$38.00	951	EBENEZER, DANIEL, MD	50000330	$0.00
153	021-370-012-0	$36.00	$2.00	$38.00	951	EBENEZER, DANIEL, MD	50000331	$0.00
154	021-370-011-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000332	$0.00
155	021-370-010-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000333	$0.00

SPECIAL DISTRICTS ASSESSMENTS: FY22-23

Parcel Count	APN NO.	ASSESSMENT AMOUNT	AUDITOR FEE	TOTAL ASSESSMENT	ENTITTY	DON PEDRO STANDBY DELINQUENT FEES	ACCOUNT NO.	AMOUNT RCVD
156	021-370-009-0	$99.00	$2.00	$101.00	951	DEERWOOD CORPORATION	50000334	$0.00
157	021-370-008-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000335	$0.00
158	021-370-007-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000336	$0.00
159	021-370-006-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000337	$0.00
160	021-370-005-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000338	$0.00
161	021-370-002-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000339	$0.00
162	021-370-001-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000340	$0.00
163	021-360-020-0	$36.00	$2.00	$38.00	951	EBENEZER, DANIEL, MD	50000341	$0.00
164	021-360-019-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000342	$0.00
165	021-360-018-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000343	$0.00
166	021-360-017-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000344	$0.00
167	021-360-016-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000345	$0.00
168	021-360-015-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000346	$0.00
169	021-360-014-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000347	$0.00
170	021-360-013-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000348	$0.00
171	021-360-012-0	$36.00	$2.00	$38.00	951	DEERWOOD CORPORATION	50000349	$0.00

Total Entity 951	$6,379.83	$342.00	$6,721.83	**951**

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APN NO.	ASSESSMENT AMOUNT	AUDITOR FEE	TOTAL ASSESSMENT	ENTITTY	YOSEMITE WEST DELINQUENT USER FEES	ACCOUNT NO.	AMOUNT COLLECTED
006-130-017-0	$105.25	$2.00	$107.25	947	Hershman, Lori	20000005	$0.00
006-100-034-0	$224.86	$2.00	$226.86	947	Aiello, Marilyn	20000035	$0.00
006-110-008-0	$70.45	$2.00	$72.45	947	Hershman, Daniel	20000043	$0.00
006-080-039-0	$120.35	$2.00	$122.35	947	Anstead, Lawrence	20000061	$0.00
006-080-011-0	$286.95	$2.00	$288.95	947	Summit Property Group	20000115	$0.00
006-080-028-0	$26.67	$2.00	$28.67	947	Sandoval, Oscar	20000126	$0.00
006-130-045-0	$16.59	$2.00	$18.59	947	Sandoval, Oscar	20000291	$0.00
006-130-029-0	$14.70	$2.00	$16.70	947	Rotsten, Eric/Jessie	20000009	$0.00
006-130-018-0	$913.50	$2.00	$915.50	947	Hardy, Robert	20000274	$0.00

Total Entity 947	**$1,779.32**	**$18.00**	**$1,797.32**	**947**

SPECIAL DISTRICTS ASSESSMENTS: FY22-23

APN NO.	ASSESSMENT AMOUNT	AUDITOR FEE	TOTAL ASSESSMENT	ENTITTY	YOSEMITE WEST STANDBY DELINQUENT FEES	ACCOUNT NO.	AMOUNT RCVD
006-080-003-0	$228.00	$2.00	$230.00	946	FABIAMN, JEFFREY	20000111	$0.00
006-080-025-0	$222.00	$2.00	$224.00	946	LEAO, DONGWEI	20000124	$0.00
006-080-054-0	$388.80	$2.00	$390.80	946	HIEM, RICHARD/JAMIE	20000141	$0.00
006-080-057-0	$222.00	$2.00	$224.00	946	JARRETT, RICHARD & PATRICIA	20000143	$0.00
006-080-062-0	$388.80	$2.00	$390.80	946	HANSEN, TED	20000147	$0.00
006-090-009-0	$222.00	$2.00	$224.00	946	REID TR, IAN & MIRIAN	20000160	$0.00
006-090-024-0	$156.00	$2.00	$158.00	946	KIRI CAPITAL LLC	20000169	$0.00
006-090-054-0	$388.80	$2.00	$390.80	946	HAYNIE, REBECCA	20000187	$0.00
006-090-056-0	$222.00	$2.00	$224.00	946	FAROOQ, MAHAMMAD	20000189	$0.00
006-100-012-0	$388.80	$2.00	$390.80	946	DECRISTOFARO, ANDRE	20000197	$0.00
006-100-014-0	$388.80	$2.00	$390.80	946	BLACK ETEL, GLORIA R.	20000199	$0.00
006-100-020-0	$222.00	$2.00	$224.00	946	FLEMING, FRANCIS/JOANNE	20000205	$0.00
006-100-033-0	$222.00	$2.00	$224.00	946	RICHARD, JENKIN	20000214	$0.00
006-100-035-0	$390.00	$2.00	$392.00	946	VECCHI TRUST ETAL, NORMAN	20000215	$0.00
006-100-041-0	$178.00	$2.00	$180.00	946	ALDRICH TR, GAIL BLANKENSHIP	20000218	$0.00
006-100-052-0	$388.80	$2.00	$390.80	946	ZIFFER, FREDJ./LORY L.	20000224	$0.00
006-110-013-0	$388.80	$2.00	$390.80	946	MOORFIELD CONSULTING, LLC	20000236	$0.00
006-110-021-0	$388.80	$2.00	$390.80	946	CHONG, ALLEN	20000241	$0.00
006-110-026-0	$222.00	$2.00	$224.00	946	SOMIREDDY, SNEHANTH	20000246	$0.00
006-120-003-0	$372.84	$2.00	$374.84	946	VERBECK, JOHN	20000249	$0.00
006-120-004-0	$372.84	$2.00	$374.84	946	KANMATAREDDY, AVAN	20000250	$0.00
006-120-002-0	$222.00	$2.00	$224.00	946	HAYNIE, MADELINE	20000248	$0.00

006-120-009-0	$363.10	$2.00	$365.10	946	HOPKINS, JOHN	20000253	$0.00
006-120-013-0	$222.00	$2.00	$224.00	946	SMITH ETAL, FRANCES	20000255	$0.00
006-120-028-0	$222.00	$2.00	$224.00	946	SOLEY, LESLIE	20000263	$0.00
006-130-004-0	$162.00	$2.00	$164.00	946	WEBER, KATIE	20000267	$0.00
006-120-031-0	$388.80	$2.00	$390.80	946	YF Real Estate	20000294	$0.00

Total Entity 946	**$7,941.98**	**$54.00**	**$7,995.98**	**946**

SPECIAL DISTRICTS ASSESSMENTS: FY22-23

APN NO.	ASSESSMENT AMOUNT	AUDITOR FEE	TOTAL ASSESSMENT	ENTITTY	COULTERVILLE DELINQUENT USER FEES	ACCOUNT NO.	AMOUNT COLLECTED
002-010-017-0	$1,803.04	$2.00	$1,805.04	945	Hancock, Joe	10000004	$0.00
002-050-037-0	$1,157.69	$2.00	$1,159.69	945	Evangelho, Fernando	10000013	$0.00
002-010-016-0	$1,650.04	$2.00	$1,652.04	945	Hancock, Joe	10000023	$0.00
002-050-049-0	$449.50	$2.00	$451.50	945	Coulterville Lodge	10000022	$0.00
002-040-027-0	$283.90	$2.00	$285.90	945	Spahn, Joseph	10000042	$0.00
002-220-001-0	$1,803.55	$2.00	$1,805.55	945	Yosemite Gold County	10000046	$0.00
002-040-033-0	$1,172.52	$2.00	$1,174.52	945	Hotel Bluey	10000040	$0.00
002-040-007-0	$341.45	$2.00	$343.45	945	The Coulter Café	10000053	$0.00
002-040-011-0	$1,639.59	$2.00	$1,641.59	945	Black, Bill	10000070	$0.00
002-090-001-0	$653.04	$2.00	$655.04	945	Tiscornia, Victor	10000057	$0.00
002-040-051-0	$593.38	$2.00	$595.38	945	Baisdon, Linda	10000089	$0.00
002-040-004-0	$520.18	$2.00	$522.18	945	Hotel Bluey Inc.	10000060	$0.00
002-040-047-0	$694.71	$2.00	$696.71	945	Franke, Paul	10000096	$0.00
002-020-004-0	$1,008.82	$2.00	$1,010.82	945	Morey, Melynda	10000028	$0.00
002-060-004-0	$833.14	$2.00	$835.14	945	Stowell, Emma	10000032	$0.00
002-040-034-0	$1,872.99	$2.00	$1,874.99	945	Glessing, John TR	10000039	$0.00
002-030-003-0	$1,859.35	$2.00	$1,861.35	945	A&A 21 Propert Inv.	10000043	$0.00
002-030-004-0	$941.59	$2.00	$943.59	945	A&A 21 Propert Inv.	10000044	$0.00
002-040-010-0	$290.00	$2.00	$292.00	945	Zimmerman, Jennifer	10000052	$0.00
				945			$0.00

Total Entity 945	$19,568.48	$38.00	$19,606.48	945

SPECIAL DISTRICTS ASSESSMENTS: FY22-23

APN NO.	ASSESSMENT AMOUNT	AUDITOR FEE	TOTAL ASSESSMENT	ENTITTY	YOSEMITE WEST DELINQUENT USER FEES	ACCOUNT NO.	AMOUNT COLLECTED
006-130-017-0	$105.25	$2.00	$107.25	947	Hershman, Lori	20000005	$0.00
006-100-034-0	$224.86	$2.00	$226.86	947	Aiello, Marilyn	20000035	$0.00
006-110-008-0	$70.45	$2.00	$72.45	947	Hershman, Daniel	20000043	$0.00
006-080-039-0	$120.35	$2.00	$122.35	947	Anstead, Lawrence	20000061	$0.00
006-080-011-0	$286.95	$2.00	$288.95	947	Summit Property Group	20000115	$0.00
006-080-028-0	$26.67	$2.00	$28.67	947	Sandoval, Oscar	20000126	$0.00
006-130-045-0	$16.59	$2.00	$18.59	947	Sandoval, Oscar	20000291	$0.00
006-130-029-0	$14.70	$2.00	$16.70	947	Rotsten, Eric/Jessie	20000009	$0.00
006-130-018-0	$913.50	$2.00	$915.50	947	Hardy, Robert	20000274	$0.00

Total Entity 947	**$1,779.32**	**$18.00**	**$1,797.32**	**947**

SPECIAL DISTRICTS ASSESSMENTS: FY22-23

APN NO.	ASSESSMENT AMOUNT	AUDITOR FEE	TOTAL ASSESSMENT	ENTITTY	MARIPOSA PINES DELINQUENT FEES	ACCOUNT NO.	AMOUNT RCVD
009-100-031-0	$50.55	$2.00	**$52.55**	948	Bissmeyer, Benjamin	30000004	$0.00
009-120-005-0	$66.66	$2.00	**$68.66**	948	Burley, Clarence A	30000020	$0.00

Total Entity 948	**$117.21**	**$4.00**	**$121.21**	**948**

SPECIAL DISTRICTS ASSESSMENTS: FY22-23

APN NO.	ASSESSMENT AMOUNT	AUDITOR FEE	TOTAL ASSESSMENT	ENTITTY	WAWONA DELINQUENT USER FEES	ACCOUNT NO.	AMOUNT COLLECTED
010-180-052-0	$93.60	$2.00	$95.60	955	Bassett, Shea	11000016	$0.00
010-070-002-0	$299.15	$2.00	$301.15	955	Nault, Desmond & Laura	11000069	$0.00
010-510-035-0	$327.14	$2.00	$329.14	955	Dunn, Etal	11000071	$0.00
010-140-017-0	$327.14	$2.00	$329.14	955	Holmes, Elmer	11000108	$0.00
010-230-038-0	$64.34	$2.00	$66.34	955	Darroch, Robert	11000298	$0.00
010-280-001-0	$321.40	$2.00	$323.40	955	Seiverson, Kimberly	11000215	$0.00

Total Entity 955	**$1,432.77**	**$12.00**	**$1,444.77**	**955**

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-389

MEETING: July 18, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve an Agreement with Mercy Medical Transportation, Inc. ('Mercy') that will Allow the County to Provide a Monthly Subsidy for Ambulance Services and Direct Mercy to Collect Data that can be Used to Inform Future Ambulance Operations; and Authorize the Board of Supervisors Chair to sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Mercy Medical Transportation, Inc. ('Mercy') that will Allow the County to Provide a Monthly Subsidy for Ambulance Services and Direct Mercy to Collect Data that can be Used to Inform Future Ambulance Operations; and Authorize the Board of Supervisors Chair to sign the Agreement

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board, on June 6, 2022, gave direction to Staff to prepare a one-year contract with Mercy that will provide a subsidy for ambulance services and require collection and analysis of Emergency Medical Services (EMS) data. Staff was further directed to develop a long-term contract that would generate a Request for Proposals (RFP) for ambulance service beginning in Fiscal Year (FY) 24-25 and be for ten years.

The subsidy was determined by Mercy as needed to maintain their operations with the current level of staffing.

Ambulance service in Mariposa has been provided by Mercy since 1994. They have, at times, required a subsidy to maintain ambulance operations. The last time this was needed was in 2012. Subsidies provided have ranged from $30,000 to $150,000 per year.

Simultaneous to the Board providing direction, the Mountain Counties EMS Agency's Joint Powers Agency Board met and approved an extension of the Mercy contract until June 30, 2024. However, this was without performance standards nor did it provide for a subsidy.

The Board also recently approved an amendment to the Ambulance Ordinance to permit flexibility with ambulance staffing with either paramedics or emergency medical technicians. While this will impact the development of the RFP, in the near term it will have only a slight impact on Mercy's operating costs.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board could chose not to approve this contract. That may lead to either the reduction in ambulance services or Mercy no longer be able to provide ambulance services.

FINANCIAL IMPACT

The general fund would be used to provide $300,000 during fiscal year 2023-24. The Assistant County Administrative Officer has indicated she will adjust the budget when balancing adjustments take place.

ATTACHMENTS

1. **2023 Mercy Agreement Final**

VOTE RESULT

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

AGREEMENT FOR AMBULANCE SERVICES IN MARIPOSA COUNTY

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, hereinafter referred to as "County," and Mercy Medical Transportation, Inc., hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on August 1, 2023 and terminate on June 30, 2024 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall provide ambulance services in the County of Mariposa and tracking of associated performance metrics 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 $300,000 annually as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

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

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Rick Roesch
Mercy Medical Transportation, Inc.
PO Box 5004
Mariposa, CA 95338-5004

COUNTY:
Kim Ballard
Deputy Director
Public Health Branch
Health and Human Services Agency

County of Mariposa
PO Box 99
Mariposa, CA 95338

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

B. Either party may terminate this Agreement for convenience upon 90 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be

entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Rick Roesch Owner
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:

Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Exhibit A
SCOPE OF WORK

1. Provide Advanced Life Support and Basic Life Support ambulance services in the County in accordance with the agreement between the Contractor and the Mountain Counties Emergency Medical Services Agency (MCEMSA) originally signed on January 11, 2011 and extended most recently on June 12, 2023 with an expiration date of June 30, 2024.

2. Provide ambulance services in the County in accordance with Chapter 8.52 "Ambulance Service" of the Mariposa County Code.

3. Track performance measures during the contract period using FirstWatch, FirstPass, and Zoll electrocardiograph data. FirstWatch, as a minimum, will be used to track times including 'chute time', 'response time', and 'transport time'. As well, FirstWatch will be used to monitor mutual aid responses both into and out of the County. FirstPass data will be used to validate specific patient care metrics and quality improvement indicators as specified by MCEMSA. Zoll data will be used specifically for data associated with cardiac arrest and ST Elevation Myocardial Infarction (STEMI). All data will be collected as indicated by MCEMSA staff, but as a minimum on a monthly basis. Analysis and reports of data will be performed on a quarterly basis.

4. For the purposes of this agreement, there will be no penalties associated with non-attainment of any of the reported metrics, however, payment of monthly subsidies will be contingent on data collection, analysis, and reporting.

Exhibit B
COST PROPOSAL

1. The Contractor will invoice on a monthly basis for a monthly subsidy of $25,000 starting with the month of August 2023. The County will issue payment within 10 business days of receipt of the invoice. The County may hold payment if items specified within Exhibit A, Scope of Work have not been completed.

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING:	July 18, 2023
TO:	The Board of Supervisors
FROM:	Dallin Kimble, County Administrative Officer
RE:	Discussion and Direction of Micro Enterprise Loan Application for Dixon's Fixins in the Amount of $50,000

RECOMMENDATION AND JUSTIFICATION

Discussion and Direction Regarding a Micro Enterprise Grant Application for Dixon's Fixins in the Amount of $50,000.

Pursuant to Board direction given October 11, 2022, staff is seeking direction on how to proceed with a $50,000 grant application received from Dixon's Fixins.

On October 11, 2022, Mariposa County Board of Supervisors discussed the administration processes of two Community Development Block Grant (CDBG) grants that were awarded to Mariposa County in the aggregated amount of $750,000. The funding for both grants is allocated for loans to local small businesses. The Board decided to consider loans on a case-by-case basis, with priority consideration for businesses impacted by the Oak Fire.

Dixon's Fixins is an existing food vendor that previously operated out of Sugar Pine Cafe. The owner is purchasing a food truck to provide the same menu items previously served out of Sugar Pine in a mobile capacity. Dixon's Fixins food truck will have the capability to travel to various events throughout and outside of Mariposa County. The business is asking for a $50,000 grant to support the cost of the food truck, trailer build out and operating capital.

Dixon's Fixins was not only affected by the Oak Fire, but severely impacted by Covid-19. The closure of all restaurants due to Covid-19 safety protocol, in additional to the disruption in visitation and the loss of vacation rentalto Yosemite Natioinal Park directly impacted the business. The decrease in tourism after the Oak Fire affected the business' ability to purchase equipment and delayed opening dates

BACKGROUND AND HISTORY OF BOARD ACTIONS

October 11, 2022 - The Board of Supervisors discussed the options for Business Assistance and Microenterprise loans and directed staff to proceed on a case-by-case basis.

On May 19, 2020, the Board of Supervisors adopted Resolution 2022-68 approving the application of a CDBG grant for a business assistance and microenterprise loan program. The application was awarded on October 21, 2020.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

A negative action could result in the County requesting payment for the loan, which would be allocated to a Program Income (PI) account and subject to collection by CDBG.

FINANCIAL IMPACT

Discussion and direction only. Will not impact the General Fund Budget.

ATTACHMENTS

1. **Dixons Fixins Mariposa RLP 6.09.2023_Redacted**

Mariposa County Business Assistance Loan Program

Applicant's Information	
Applicant's Name: Trevor Dixon DBA: Dixon's Fixin's	Business Age: 21 months (7/2021)
Address: [redacted]	Business Legal Structure: Sole Proprietor
County: Mariposa	Business Type: Mobile Food Services
Contact: Trevor Dixon	Annual Business Revenue:
Phone: [redacted] Phone (2):	NAICS: 722330
Email: [redacted]	Is the Business Considered Essential: N/A
Website:	U.S. Citizen: Yes
Application Date: 4/05/2023	Has the Business Filed Bankruptcy within the past 3 yrs: No
Dollar Amount of Loan Request	
$50,000	
Use of Funds	
• Purchase Inventory/Materials	$10,000
• Purchase food truck equipment	$30,000
• Working Capital	$10,000

Review of Submitted Documents to Support Loan Request

Business Description:

Dixon's Fixin's will be a new food trailer located primarily in the downtown area of Mariposa. Previously, this business was a restaurant but closed due to the sale of the property. The food trailer will offer burgers, chicken, sandwiches salads, fries, BBQ, milkshakes, and assorted beverages. During the summer months, the food trailer will travel to Lake McClure and McSwain offering prepared foods.

The purpose of the loan is to purchase food truck kitchen supplies and equipment, inventory, working capital, and marketing.

Valid business FBN and proof of payment of taxes, including TOT:

A Fictitious Business Name (FBN) Statement, dated July 13,2021 was provided for review. Applicant stated no other license or permits were required until the purchase and operation of the food trailer.

Credit History:

[redacted]

Explain the intended use of the loan that may be provided by Mariposa County:

The purpose of the loan is to purchase food truck kitchen supplies and equipment – estimated $30,000, opening inventory – estimated $10,000, and working capital (to include 3 months of overhead expenses) – estimated $10,000. An invoice from Renown Cargo Trailer described the features, upgrades, and pricing of a 2022 Rock Solid Cargo 8.5x26 TA trailer. Total price was listed at $100,674.

What is the financial ability to pay payroll obligations and other operating expenses:

A 2021 U.S. Income Tax Return, Schedule C Profit or Loss from Business was submitted for review. Dixon's Fixin's reported gross receipts were $75,006, cost of goods sold were $60,165, with total income of $14,841. Total deductions were $18,068 with a business loss of $3,227.

No 2022 U.S. Income Tax Return, Schedule C Profit or Loss from Business was submitted for review. No in-house prepared financial statements for 2022 was submitted for review.

No 2023 in-house prepared financial statements was submitted for review.

A three-year financial forecast was prepared for review. For the year 2023 (6 months), gross revenues of $175,000, total expenses of $93,900, with total profit (before taxes) of $81,100. For the year 2024, gross revenues of $350,000, total expenses of $184,060, with total profit (before taxes) of $165,940. For the year 2025, gross revenues of $400,000, total expenses of $192,588, with total profit (before taxes) of $207,412.

SUMMARY:

Strengthens

- Known in the community
- Experience in operating food preparation/restaurant
- Mobile food trailer popular concept

Weaknesses

- New business
- Limited business collateral available
- Limited financial information to determine repayment ability

If funding request approved, the following are suggested conditions (but not limited to):

1. Controlled disbursement, payment to be made directly to vendor(s) with a current invoice or purchase order or like documentation, and
2. Evidence of general business liability insurance, naming of County of Mariposa as "loss Payee".

By: Stanley Tom

Signature:

Date: 6/9/2023

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: July 18, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Discussion and Direction Regarding a Micro Enterprise Grant Application for Diamond Barbershop in the Amount of $10,000

RECOMMENDATION AND JUSTIFICATION

Discussion and Direction Regarding a Micro Enterprise Grant Application for Diamond Barbershop in the Amount of $10,000.

On October 11, 2022, Mariposa County Board of Supervisors discussed the administration processes of two Community Development Block Grant (CDBG) grants that were awarded to Mariposa County in the aggregated amount of $750,000. The funding for both grants is allocated for loans to local small businesses. The Board decided to consider loans on a case-by-case basis, with priority consideration for businesses impacted by the Oak Fire.

Diamond Barbershop and Beauty Salon is an existing salon that opened in Mariposa in April 2021 that offers haircuts, hair coloring and more. With the current lease expiring, the location of the business will need to relocate to another Mariposa commercial space and the owner would like to use the opportunity to expand services. The business is asking for a $10,000 grant to support operating capital for expansion.

Diamond Barbershop was affected by the Oak Fire. The loss of so many homes and impact to local income and revenue affected the local service business.

Rather than a forgivable loan, Diamond Barbershop is requesting a $10,000 grant. The Micro Enterprise Loan Program guidelines, adopted on November 1, 2022, include a provision allowing for $10,000 grants. Per the guidelines, a grant cannot be used in combination with a loan.

BACKGROUND AND HISTORY OF BOARD ACTIONS

October 11, 2022 - The Board of Supervisors discussed the options for Business Assistance and Microenterprise loans and directed staff to proceed on a case-by-case basis.

On May 19, 2020, the Board of Supervisors adopted Resolution 2022-68 approving the application of a CDBG grant for a business assistance and microenterprise loan program. The application was awarded on October 21, 2020.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

A negative action could result in the County requesting payment for the loan, which would be allocated

to a Program Income (PI) account and subject to collection by CDBG.

FINANCIAL IMPACT

Discussion and direction only. Will not impact the General Fund Budget.

ATTACHMENTS

1. **Diamond Barber Shop Mariposa Bus Assistance Loan Program 5.31.2023_Redacted**

Mariposa County Business Assistance Loan Program

Applicant's Information	
Applicant's Name: Victoria Castro DBA: Diamond Barber Shop & Beauty Salon	Business Age: 25 months (April 2021)
Address: 5192 Highway 49 Space 12, Mariposa, CA 95338	Business Legal Structure: Sole Proprietor
County: Mariposa	Business Type: Barber Shops
Contact: Victoria Castro	Annual Business Revenue:
Phone: [redacted] Phone (2):	NAICS: 812111
Email: [redacted]	Is the Business Considered Essential: N/A
Website:	U.S. Citizen: Yes
Application Date:	Has the Business Filed Bankruptcy within the past 3 yrs: No
Dollar Amount of Loan Request	
$10,000	
Use of Funds	
• Purchase Machinery/Equipment	$ 2,500
• Working Capital	$ 7,500

Review of Submitted Documents to Support Loan Request

Business Description:

Diamond Barbershop & Beauty Salon was opened in April 2021. The applicant has over 20 years of licensed cosmetology work experience offering hair cuts, colors, waxing, and permanents. A Commercial Lease Agreement, dated March 25, 2023 for the location 5131 Highway 140, Suite 4 was provided for review. Her future plans are to move to this location and expand her services into nails and eyelashes. The applicant has some equipment but will need funding to purchase additional equipment.

Valid business FBN and proof of payment of taxes, including TOT:

A Cosmetologist License #14386, issued by the CA Department of Consumer Affairs, valid until 09/30/2024 was provided for review. An Establishment License #A342319, issued by the Board of Barbering and Cosmetology, valid until 07/31/2023 for her previous location was provided for review. Also, a County of Mariposa Property Tax Assessment, dated April 11, 2023, valuing personal property of $3,310 was provided for review. No Fictitious Business Name (FBN) Statement was provided for review.

Credit History:

[redacted]

Explain the intended use of the loan that may be provided by Mariposa County:

The loan will assist the applicant in moving to a new location – Coakley Building. A narrative was provided describing uses of funds – purchasing new machines/equipment, purchasing a spa chair, and remodeling the location. No vendor information, quotations, or information on the items to be purchased were provided for review. The applicant is planning to hire one new employee.

What is the financial ability to pay payroll obligations and other operating expenses:

Financial information – such as business tax returns were provided to demonstrate historic ability to pay operating expenses and debt service. The tax returns listed 5007 5th Street as the location of the barber shop.

2022 Income Tax Returns – Schedule C Profit or Loss from Business of $5,265. Gross receipts of $26,400, cost of goods of $650, gross profit of $25,750, total expenses of $20,485 with a profit of $5,265.

2021 Income Tax Returns – Schedule C Profit or Loss from Business of $538. Gross receipts of $21,830, cost of goods of $1,260, gross profit of $20,270, total expenses of $20,032 with a profit of $538.

A narrative was provided that explained that the new location will offer additional services – such as nails, manicures, pedicures, makeup, and eyelash extensions. The new services will generate $5,000 - $6,000 additional monthly income. The applicant plans to hire one new employee.

SUMMARY:

Strengths

- Established local small business
- Many years of work experience and knowledge
- Bilingual

Weaknesses

- Limited financial resources available
- Lack of secondary support and weak collateral

If funding request approved, the following are suggested conditions (but not limited to):

1. Controlled disbursement, payment to be made directly to vendor(s) with a current invoice or purchase order or like documentation, and
2. Evidence of general business liability insurance.

By: Stanley Tom

Signature: _____ Date: 5/31/2023

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING:	July 18, 2023
TO:	The Board of Supervisors
FROM:	Dallin Kimble, County Administrative Officer
RE:	Receive a Presentation from Economic and Planning Systems, Inc. Regarding the Countywide Non-Residential Market Study

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RECOMMENDATION AND JUSTIFICATION

In March 2022, the Board of Supervisors (BoS) approved the Request for Proposals (RFP) to conduct a Countywide Market Study; and authorized the Economic Development Specialist to advertise the approved RFP.
In December 2022, staff utilized United States Department of Agriculture (USDA) Rural Business Development Grant (RBG) funding to hire and sign an agreement with Environmental and Planning Systems Inc. (EPS) to study and develop the following, consistent with guidance from the 2017 adopted Economic Vitality Strategy (EVS):

- A report summarizing the County's trade delineation, demographic profile, trends and psychographics
- A full leakage report, indicating specific goods and services that cannot be obtained in Mariposa County or which drive business outside of the county
- An inventory of Mariposa County's businesses and key economic drivers
- A current business mix analysis report
- A roadmap for recruiting and attracting new businesses or expansion of existing businesses

The draft comprehensive study was completed in June 2023. EPS, along with Economic Development staff, will provide the research obtained through this study, which can be used to better understand the status of the local economy and provide possible strategies to obtain economic sustainability.

This study is an action step in the County's 2017 update of the Economic Vitality Strategy. Specifically, that document directs staff to, "conduct a retail market demand study to quantify market demand, identify the types of retail shopping and dining opportunities that currently exist, identify gaps in retail services for residents and tourists, and quantify the amount of retail sales leakage to adjacent counties."

BACKGROUND AND HISTORY OF BOARD ACTIONS

March 23, 2021 - Board approved the request to apply for a USDA RBG grant to fund a countywide market study.
March 22, 2022 - Board approved the Request for Proposals (RFP) to conduct a Countywide Market Study; and authorized the Economic Development Specialist to advertise the approved RFP

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Negative action would be no action to utilize research data and suggested strategies in the study.

FINANCIAL IMPACT

The project will be funded by a $40,000 USDA grant that was awarded in September 2021. An in-kind contribution was approved as follows: $2,500 for the draft and distribution of the Request for Proposals (RFP); $10,000 for administration of the grant and project management; and $17,500 in report review and distribution of in-kind services from the Economic Development Corporation of Mariposa County.

ATTACHMENTS

1. **signed revised agreement**
2. **222049_r01_Mariposa_County_Market_Study_06-23-23**

AGREEMENT ROUTING SHEET

To: *Danielle Bondshu or Tracy Gauthier* **Dept.:** *Clerk of the Board* **Date:** 12/08/2022

From: Tara Schiff **Agreement with:** Economic & Planning Systems, Inc.

Section 1: TYPE OF PROCESSING REQUESTED: *(Complete all Section 1. fields.)*

1) Is this a digital signature request? **Yes** ☒ **No** ☐ *(If No, please provide two original copies signed by vendor.)*

2) Is this the standard County Agreement Form? **Yes** ☒ **No** ☐ *If No, please answer the following question:*

a. Has this non-standard agreement been vetted by County Counsel? Yes ☒ **No** ☐
(If Yes, provide approval to COB via email. If No, see instructions below. **Non-standard agreements will NOT be processed without County Counsel's approval.**)

Section 2: VENDOR AND AGREEMENT TYPE *(Complete all Section 2. fields.)*

Vendor Signator & Title: Amy R. Lapin, Principal
(Name of person signing the agreement, and their title)

Vendor Email: alapin@epssac.com
(Email of signee)

For: Countywide Retail Demand Marketing Study
(Provide a brief description of the service provided or product purchased, i.e. "Police service dog training", "Annual Senior Health Fair", etc.)

Term: October 17, 2022-July 5, 2023
(Enter beginning "to" end. Must be 1 year or less for DH or CAO agreements.

Is this an Amendment to an Agreement? Yes ☒ **No** ☐
(If Yes, attach copies of all prior amendments, *AS WELL* as the initial agreement.)

Section 3: PURCHASING AUTHORIZATION *(Complete the appropriate Section 3. field.)*

☐ **BOARD ACTION** M/Traq ID # or Res No.: _____ Scheduled Date: _____

☐ **PURCHASING CODE (CAO or Department Heads - County Code Chapter 3.08):**

☐ $_____ **DEPARTMENT HEADS, Under $10,000 (**MCC Section 3.08.050):
Assistant Purchasing Agents (Department Heads) are authorized to obtain services, supplies and equipment; (Amount limited to what is budgeted and must be a one year, or less, contract term.) ***(May not purchase or lease real property or storage space without the Purchasing Agent's approval.)***

☒ $48,620 **CAO as Purchasing Agent, Under $50,000** (MCC Section 3.08.090):
(Amount limited to what is budgeted and must be a one year, or less, contract term.)

☐ **INDEMNIFICATION AGREEMENTS (Res. 05-117 and 04-346)** $_____

☐ **INTERDEPARTMENTAL AGREEMENTS & MOUs** _____

DIGITAL SIGNATURE INSTRUCTIONS

A. DH/CAO Approvals:

- **If using the UNCHANGED County agreement template, proceed with routing to Clerk of the Board.**
- **If using vendor supplied agreements, or MODIFIED County Agreement template:**
  1) Email to County Counsel's Office for vetting first (without routing slip.)
  2) After approval by County Counsel, submit to Clerk of the Board's Office WITH email or other verification of County Counsel's approval, and a completed routing sheet.

B. BOARD Items:

- **Email a digital version of the agreement** *(indicating the pages needing to be signed)* **and this routing sheet to the Clerk of the Board's Office.**

ROUTING

- **HARD COPIES:** Route agreements and routing sheet via interoffice mail to Tracy or Danielle in the COB Department.
- **DIGITAL COPIES:** Combine agreement and new routing slip into one PDF document and email to Danielle (dwardle@mariposacounty.org) and Tracy (tgauthier@mariposacounty.org) in the COB's Office for procurement of signatures.

AGREEMENT FOR COUNTYWIDE RETAIL DEMAND MARKET STUDY

THIS AGREEMENT ("Agreement") is made and entered into this 17th day of October, 2022, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Economic & Planning Systems, Inc. (EPS) ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on the date first hereinabove written and shall continue until all authorized work is approved by County or July 5, 2023, whichever is earlier.

2. SERVICES

Contractor shall perform a retail demand marketing study 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 $48,620 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) days of receipt of an approved invoice. In the event payments equal the "not to exceed" amount, Contractor shall complete all services required under this Agreement without further compensation or cost reimbursement.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Economic & Planning Systems, Inc. (EPS)
455 Capitol Mall, Ste 701
Sacramento, CA 95814

COUNTY:
County of Mariposa
P.O. Box 784
Mariposa, CA 95338

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA

802AEEA5E09
Jay D Kimble
ZorroSign

J. Dallin Kimble, County Administrative Officer
County of Mariposa

CONTRACTOR

802AEEA5E13
ZorroSign

Amy R. Lapin, Principal
EPS

802AEEA5E1D
ZorroSign

Jamie Gomes, Managing Principal
EPS

APPROVED AS TO FORM:

802AEEA5DFF
Steven W. Dahlem
ZorroSign

Steven W. Dahlem
County Counsel

Exhibit A
SCOPE OF WORK

Task 1: Prepare Nonresidential Market Study

Subtask 1.1: Initiate Project and Provide Project Management

EPS will participate in a kick-off meeting with County staff to discuss and refine the overall Project goals, scope of work, schedule, contacts, and communication protocols. As part of project initiation, EPS will collect existing County land use and pipeline data. EPS will request sales tax data (by retail category over the last 10 years) from the County and any other data that might provide insight into retail-sector trends, acknowledging the fact that the County does not maintain business license data. To the extent data are not readily available online, EPS will work with the County and other agencies, as necessary, to collect data on existing conditions.

This subtask includes coordination between EPS Team members and County staff to ensure all parties remain on the same page throughout the project and tasks are completed on schedule. The EPS Team recommends regular videoconference or telephone meetings for the duration of the study to keep County staff apprised of project status, including conveying and requesting information and presenting interim findings. This scope of work is based on EPS's assumed attendance at up to 5 check-in meetings (excluding the project kick-off meeting). Following the project kick-off, EPS will attempt an in-person visit to Mariposa County in coordination with the other Mariposa County project to which EPS is engaged.

Meetings: One virtual kick-off meeting with County staff; up to 5 virtual project status meetings, including a review of the draft report.
Deliverable(s): None.
Timeframe: Week 1 and ongoing, see the Proposed Schedule later in this chapter.

Subtask 1.2: Prepare Existing Socioeconomic Conditions Analysis

EPS will build on available information regarding major socioeconomic trends occurring in the County, focusing on both pre-COVID-19 Pandemic conditions and the effect of the Pandemic on existing conditions, to the extent data is available. EPS will focus on key demographic and socioeconomic data such as population, household, household incomes, housing tenure and cost burdens, employment by sector, commute patterns, visitor characteristics and trends, and other pertinent data that help to characterize baseline socioeconomic conditions and trends as they relate to the County's economy. EPS will compile data on resident psychographics present in the County to evaluate and characterize the existing populations to help project purchasing patterns and determine the County's key economic drivers.

This analysis will rely on readily available secondary data sources such as the U.S. Census American Community Survey and OnTheMap, the State of California Department of Finance, subscription-based data sources (e.g., Environmental Systems Research Institute [ESRI]), the National Park Service (NPS), and Dean Runyan Associates, as well as the Yosemite Mariposa County Tourism Bureau (YMCTB) and the Mariposa County Chamber of Commerce. Please note that some data sources, including the U.S. Census American Community Survey, may have limited data on post-Pandemic conditions in the County.

Deliverable(s): The deliverable for this subtask will be a chapter in the Draft Nonresidential Market Study report on the existing conditions to evaluate the current socioeconomic state of the County.
Timeframe: 6 to 8 weeks, see the Proposed Schedule later in this chapter.

Subtask 1.3: Conduct Existing Nonresidential Market Conditions Analysis

Subtask 1.3.A: Assemble Market Performance Indicators for Nonresidential Sectors

EPS will assemble key real estate market dynamics identifying characteristics of the commercial retail and office and industrial sectors to provide an understanding of existing market conditions and the relative level of demand for development in the County, including trends occurring in the County for pre-COVID-19 Pandemic conditions and the effect of the Pandemic on existing conditions, to the extent data is available. EPS will summarize nonresidential trends, including existing inventory, vacancy rates, annual net absorption, and average lease rates.

This analysis will rely on readily available data from public sources (e.g., US Census; California Department of Finance) , subscription-based data sources (e.g., CoStar ESRI), and available real estate brokerage reports.

Subtask 1.3.B: Prepare a Categorized Inventory of County Businesses

To help define the current state of the County economy, EPS will develop an inventory matrix of existing businesses in the County (excluding lodging accommodations) by the North American Industry Classification System (NAICS) code to determine the proportional distribution of businesses. For example, Food Services and Drinking Places are included in NAICS Code 72: Accommodation and Food Services, within subgroup 7225 Restaurants and Other Eating Places. The matrix will serve as an asset map of the County's businesses.

This analysis will rely on readily available data from the Mariposa Chamber of Commerce and the U.S. Census County Business Patterns, as well as secondary data sources such as subscription-based data sources (e.g., IMPLAN).

Subtask 1.3.C: Purchase Third-Party Data to Develop Business Asset Map

EPS will purchase data from a third-party source such as Claritas, Inc., or InfoUSA to obtain a current and thorough list of current establishments by subcategory. This data will be used to inform the Categorized Inventory of County Retail Businesses in

Subtask 1.3.D: Examine Major Economic Drivers and Business Trends

EPS will analyze business and economic data from **Subtask 1.3.A** and review the Economic Vitality Strategy from May 2017 to update and elucidate the County's long term economic prospects and their relation to land use. Among other things, the analysis will consider opportunities for economic diversification and creating and sustaining desirable employment prospects for local residents. To better understand these opportunities, EPS will use data sources such as the U.S. Census Bureau and the U.S. Bureau of Labor Statistics to l evaluate key themes like workforce composition (in relation to the County's employment composition), commute and tourism patterns, educational attainment (in relation to the County's targeted industry sectors),, and trends related to broader changes in socioeconomic and employment characteristics.

Deliverable(s): The deliverable for this subtask will be a chapter in the Draft Nonresidential Market Study report to evaluate existing and projected socioeconomic and industry characteristics in the County to inform the County's economic development efforts.

Timeframe: 10 to 12 weeks, see the Proposed Schedule later in this chapter.

Subtask 1.4: Conduct a Retail Demand Analysis

The purpose of the retail demand analysis will be to evaluate the extent to which market demand exists for retail land uses over an agreed-on period (e.g., 10 years) for a defined market area.

Subtask 1.4.A.: Define Retail Market Area

A retail market area represents the area surrounding proposed retail uses in which the majority of customer patronage is expected to be drawn. A retail market area is influenced by a variety of factors, including the location and density of the targeted residential population, the location of key competitors, the relative distance or travel time for each of the above, geographic and psychological barriers, and existing commute and shopping patterns. The boundaries of a market area may be defined based on an

evaluation of existing population density, drive times, existing retail centers, and physical and perceived barriers including major highways and topography.

Subtask 1.4.B: Complete a Retail Leakage Analysis
An initial step in evaluating potential retail demand in the market area is the preparation of a retail leakage analysis, which examines existing supply and demand conditions. The purpose of the leakage analysis is to evaluate the extent to which retail outlets in the market area attract or leak retail spending generated by market area households. Retail surplus or leakage represents a comparison between supply and demand. Retail leakage exists when households' demand for retail goods is not met by retail outlets in the defined market area and sales occur outside the market area (demand exceeds supply). Conversely, retail surpluses exist when retail outlets in the market area capture local spending plus attract spending from households outside the market area (supply exceeds demand). Generally, retail categories that experience surpluses signal particular strengths of the retail market, while retail categories that experience leakage represent opportunities for future retail outlets to meet this gap in demand.

Subtask 1.4.C: Prepare Projected Future Retail Demand
EPS will estimate newly created demand for future retail based on the following components of growth: incremental new households; incremental new employees, and incremental new nonresident tourists. EPS will work with County staff, and other stakeholders, as appropriate, to identify projected growth in residential and nonresidential land uses and associated populations in the County. EPS will also review available data on historical and projected annual non-resident tourist visitation estimates to the County. EPS will estimate the spending potential from incremental growth in the County from these sources of demand, in addition to the estimated potential to capture identified retail leakage and translate this into projected supportable retail space by retail category. In addition, EPS will account for any planned pipeline retail projects, as provided by the County.

Subtask 1.4.D: Conduct Stakeholder Interviews
EPS will hold interviews with local stakeholders such as the County economic development department, the County Chamber of Commerce & Visitor Center, and local retail brokers to validate quantitative retail demand findings and inform economic development strategy recommendations, as described in

Subtask 1.5.
Deliverable(s): The deliverable for this subtask will be a chapter in the Draft Nonresidential Market Study report to assess potential retail demand for the County.

Subtask 1.5: Provide Recommended Economic Development Strategies to Bolster Targeted County Industry Sectors
Based on the initial socioeconomic and market performance indicator data in **Subtask 1.1** through **Subtask 1.4**, EPS will identify potential industry gaps that should be addressed as part of the recommended strategies. This work will include examining the County's Economic Vitality Strategy industry clusters and identifying any missing opportunities in the County. Based on the quantitative retail demand analysis and qualitative input from stakeholder interviews conducted in **Subtask 1.4.D**, EPS will develop a targeted set of economic development strategies that focus on recruiting and attracting new businesses and retaining existing retail businesses.
Deliverable(s): The deliverable for this subtask will be a chapter in the Draft Nonresidential Market Study report identifying the gaps in the retail market and targeted economic development strategies.
Timeframe: 5 weeks, see the Proposed Schedule later in this chapter.

Subtask 1.6: Prepare Draft and Final Report

EPS will synthesize the above work in an Initial Draft Report for County staff review and comment. Following receipt of one set of consolidated and nonconflicting comments, EPS will address any needed revisions and will produce a Final Report.

EPS can be available to present the retail market demand analysis findings and recommended economic development strategies to the County Board of Supervisors (BOS). If EPS's attendance is requested to present details regarding this study, please note this meeting is not included in the budget estimate and would be billed on a timeand-materials basis.

Deliverables: Initial Draft Nonresidential Market Study, combining the above chapters for County review and comment. The Final Nonresidential Market Study will incorporate any comments from County staff and other stakeholders.

Timeframe: 4 to 6 weeks, see the Proposed Schedule later in this chapter.

Exhibit B
COST PROPOSAL

Prepare Retail Demand Market Study

Subtask 1.1: Initiate Project and Provide Project Management 12 hours - $2,660
Subtask 1.2: Prepare Existing Socioeconomic Conditions Analysis 30 hours - $6,490
Subtask 1.3: Conduct Existing Nonresidential Market Conditions Analysis
Subtask 1.3.A: Assemble Market Performance Indicators for Nonresidential Sectors 12 hours - $2,660
Subtask 1.3.B: Prepare a categorized inventory of County businesses 24 hours - $5,000
Subtask 1.3.C: Purchase 3rd Party Data to Develop Business Assess Map - $500
Subtask 1.3.D: Examine Major Economic Drivers and Business Trends 32 hours - $6,880
Subtask 1.4: Conduct a Retail Demand Analysis
Subtask 1.4.A: Define retail market area 9 hours - $1,995
Subtask 1.4.B: Complete a retail leakage analysis 15 hours - $3,325
Subtask 1.4.C: Project Future Retail Demand 13 hours - $2,935
Subtask 1.4.D: Conduct Stakeholder Interviews 12 hours - $2,820
Subtask 1.5: Provide Economic Development Strategies and Recommendations 28 hours - $6,420
Subtask 1.6: Prepare and Present Findings and Final Report

TOTAL HOURS 224 hours, $48,620

Draft Report

Mariposa Countywide Nonresidential Market Study

The Economics of Land Use

Prepared for:
Mariposa County

Prepared by:
Economic & Planning Systems, Inc. (EPS)

June 2023

EPS #222049

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1. Introduction and Summary of Findings

Introduction

Mariposa County (County) is one of the oldest counties in the State of California (State). The County has a very rural and mountainous location and contains no incorporated cities resulting in one of the least populated counties in the state with limited employment options. As home to the renowned Yosemite National Park, the County attracts a large tourist population, and its economy is largely based on serving this population. The County retained EPS to conduct a countywide Nonresidential Market Study (Study). The impetus for the assessment stems from an action item identified in the County's 2017 Economic Vitality Strategy (EVS), a plan to create a vibrant and balanced community for residents and tourists. The EVS identified the goal of maintaining, strengthening, and growing local businesses.

The objectives of this Study are to assess the economic health of the County's industries to help identify the potential for existing and future nonresidential land use opportunities to help foster a vibrant, healthy, and balanced economy for residents, businesses, and tourists alike. The Study includes a retail demand analysis which quantifies the amount of retail sales leakage to adjacent counties, inventories existing commercial opportunities, including retail shopping and dining, to identify gaps in businesses and services for residents and tourists. The quantitative and qualitative analyses inform EPS's recommended strategies for supporting the County's ongoing economic development efforts.

Key Findings

Socioeconomic Conditions

- **Mariposa County is a small community that experienced declines in its population and limited household growth over the last decade.** From 2010 to 2020, the County lost over 970 residents yet added over 100 households during the same time, suggesting that the County is experiencing growth in smaller households and, potentially, demand for smaller residential units.
- **Mariposa's residents are becoming older and slightly more diverse.** The largest proportion of residents in the County are aged 65 years and older (nearly 30 percent of the total population), representing the fastest-growing age category over the last decade with an increase of 35 percent. Although the County is predominantly composed of residents that identify as White,

the proportion of the total population decreased from 83 percent to 79 percent with corresponding increases in populations that identify as Hispanic or Latino, Black, and American Indian and Alaska Native.

- **The proportion of County residents achieving higher levels of education has increased.** Following statewide patterns, the proportion of residents 25 years and older holding an Associate's, Bachelor's, Graduate or Professional degree increased by 31 percent (from about 3,950 to almost 5,200 total residents) between 2010 and 2020.
- **Median household income has likely not kept up with inflation over the past decade and poverty rates have increased.** Median household income in the County increased by about 4 percent between 2010 and 2020, from $49,100 to $51,000 (in nominal 2010 and 2020 dollars). The marginal increase in household income suggests that wages for County residents did not keep up with the rate of inflation for the western United States over this period. The overall poverty rate in the County increased slightly from about 14.7 percent to 15.6 percent.
- **Mariposa's housing supply decreased slightly over the past decade.** The County's housing inventory comprises about 9,840 units as of 2022 following an estimated net decrease of almost 350 housing units between 2010 and 2022 per the State Department of Finance.
- **The County's housing inventory is primarily comprised of single-family detached units built from the 1970s to 1990s.** The County's housing inventory is estimated to include 67 percent single family detached units and 23 percent mobile homes, with very few multifamily units.
- **Mariposa has a high residential vacancy rate largely due to a significant inventory of seasonal, recreational, or occasional use housing units.** The County's total residential vacancy rate has steadily remained around 23 percent to 24 percent between 2010 and 2022. There was a decrease in seasonal, recreational, or occasional use vacant units, there was an increase in units categorized by the County as "vacant – current residence elsewhere" and "unoccupied sold units," which reflect an increasing trend of purchasing homes to use as second-home investment properties, whether rented out or for occasional personal use.
- **The housing market in Mariposa County has become more competitive since the onset of the COVID-19 Pandemic.** While Mariposa falls in the middle of affordability within the surrounding region's housing supply, home prices have increased 112 percent since 2013 (2021 average median sales price is $410,400) and rents by 22 percent since 2010 (2022 average asking rent is $824) as more people are seeking affordable housing markets and taking advantage of moving to more remote locations by being able to work from home.

- **Although home ownership is more affordable in the County compared to statewide housing costs, rental units generally present a more affordable option for residents.** About 18 percent of County households have the financial capability to purchase a median or higher priced home in the County based on the current prices. The average median sales price in 2022 was about $414,100, which would require a household income of almost $96,500. whereas approximately 50 percent of households pay a monthly rent ranging from $500 to $1,000, which requires an annual household income ranging from $20,000 to $40,000, which falls below the County's median household income.

Nonresidential Market Findings

- **Over the last decade, no new industrial, retail, or office space appears to have been added to the limited industrial and commercial market in the County.** With a limited amount of supply, the industrial, retail, and office markets have sustained low vacancy rates with very little movement over the past 10 years. Given historically low vacancy trends, with recent increases in the County's labor force, existing significant commuting outflow patterns, and potentially emerging sectors, the County may experience an uptick in demand for industrial and office space, if it is accompanied by an increase in available housing affordable to the median household income and an increase in retail outlets to serve the local population.

Retail Market Demand

- **The County is estimated to be a partial retail attraction market due to the large geographical size of the market and tourism-based economy.** Many of the categories reflecting spending attraction are connected to tourism spending including Other Retail, Food Services and Drinking Places, and Gasoline Stations. The other attraction categories are more closely related to local spending that is not generally purchased on the internet including Food and Beverage Stores and Building Materials and Garden Equipment and Supplies. The categories experiencing estimated retail leakage include the following categories: Motor Vehicle Parts, Home Furnishings and Appliances, Clothing and Clothing Accessories, and General Merchandise.
- **The existing County retail demand leakage has the potential to be captured by new retailers in the County.** Of the $33.5 million in leakage, this Study estimates that future retail outlets in the County can potentially capture about half of the spending leakage ($15.5 million). The ability to capture estimated leakage through new retail outlets will depend on several factors that are in and outside of the County's control. For example, the County could take steps to ensure there is available land located along primary transportation routes that yield visibility and access and are zoned appropriately.

- **The County is projected to experience a decline in households and population between 2020 and 2030.** However, if the County were to follow historical growth rates, there would be the potential to capture newly created demand from residential growth estimated between 2023 and 2030. If household growth were to follow historical patterns, EPS estimates that these households would spend $5.7 million, and the County could potentially capture 70 percent of this spending for an additional $4.0 million of potential demand.
- **The County has the potential to support a small increment of retail if the County could both recapture the estimated spending leakage as well as capturing spending from incremental new growth if household growth in the County were to follow historical growth rates.** Retail outlets in the County will not capture all of the incremental spending from new households; rather, the amount captured will depend on factors such as the extent of household spending, the type of retail that may locate in the County, and competitive retail options located adjacent to the County. EPS estimated a range of captured spending to provide both a low estimate, using only existing household spending leakage, and a high estimate, using both existing household spending combined with potential incremental new household spending, to estimate how much additional retail may be supported in the County. Based on the estimated range of captured household spending, the County has the potential to support the addition of approximately 34,400 to 37,400 retail square feet within the Motor Vehicle Parts, Home Furnishings and Appliances, Clothing and Clothing Accessories, and General Merchandise categories.

Major Economic Drivers

- **Mariposa has almost twice the number of employed residents (labor force) than jobs.** Mariposa County has a labor force comprising a little over 8,100 resident workers and about 4,800 jobs. Between 2010 and 2020, the labor force increased by about 50 people, while total jobs decreased by about 170 jobs, with a large decline in Accommodation and Food Services jobs of about 280 jobs (and offsetting gains in other industries).
- **Similar to statewide patterns, Healthcare and Social assistance represents the top industry in the County for resident workers and has experienced the largest labor force gains over the last decade.** The County's labor force added about 50 employed residents to the population between 2010 and 2020, an increase of less than 1 percent. Similar to statewide patterns, Healthcare and Social Assistance stands as the top industry in the County for resident workers (14 percent) and has also experienced the largest labor force growth between 2010 and 2020, adding almost 400 resident workers within the County.

- **The County's top employment industries (jobs) align with its reliance on tourism to the County's key asset, Yosemite National Park. The top job industry in the County is Accommodation and Food Services (28 percent).** In addition to Yosemite National Park, the County is a popular destination for outdoor activities including river rafting/kayaking, mountain biking, hiking, fishing wildflower viewing, as well as many historical attractions. Even with a large loss of over 280 jobs mentioned above, the Accommodation and Food Services industry remained the top job industry in the County.
- **Almost 30 percent of the County's employees earn annual wages that equate to below the median earning wage for the County.** Accommodation and Food Services is the largest job industry (even with the large decrease in employees) in the County and pays an average annual wage of less than $25,000 per employee, less than the about $30,000 median earning wage for the County as a whole.
- **Economic base-sector activities represent a small proportion of the County economy and should be nurtured to stimulate net new wealth in the County.** Recent studies have found that 25 percent of the State's employment is supported by economic base activities, compared to about 12 percent of the County's employment, led by employment in Wholesale Trade, Manufacturing, Professional Services, and Agriculture.
- **The County's Gross Regional Product (GRP), a measurement of the local economy, has experienced a substantial decline in the recent past, with most of this decline attributable to local-serving activities.** As of 2021, the County had a GRP of $341.4 Million, a decline of 46 percent in real 2021 dollars since 2015. About half of the County's current GRP is driven by base-sector industries, including economic activity in Real Estate, Agriculture, Wholesale Trade, Information, Arts, Entertainment, and Recreation, and Professional Services. Since 2015, notable increases in base-sector industries included growth in Information and Wholesale Trade. Base-sector industries in the County that experienced a substantial decline in economic activity since 2015 include: Arts, Entertainment, and Recreation; Professional Services; and Manufacturing.
- **The Agriculture, Arts, Entertainment, and Recreation, and Real Estate sectors emerged as the most highly specialized industries in the County.** Although, in terms of jobs, the Agriculture industry is small, the Arts, Entertainment, and Recreation industry is sizable but experienced significant losses, and the Real Estate sector experienced homeostasis over the last decade.
- **With a tourism-based economy because of Yosemite National Park, the County should concentrate on diversifying its economy and increasing households to create a more balanced economy.** The County received an average of more than 4 million visitors annually over the past

decade, 4.3 million pre-pandemic. The onset of the COVID-19 pandemic significantly impacted the number of visitors to the County as the Park began requiring reservations during peak seasons, reducing the number of visitors to about 2.4 million in 2020. The decline in tourism is also reflected in the decline of over 500 jobs in tourism-reliant industries of Accommodation and Food Services and Arts, Entertainment, and Recreation between 2010 and 2020. By 2021, the number of visitors to the Park increased to 3.4 million, suggesting an upward trend in annual visitors. However, it is uncertain if annual visitors will return to a pre-Pandemic level of about 4.3 million visitors annually. The Pandemic's effects on the County's most prominent economic sector confirms the importance of diversifying the County's economy and bolstering the local population and workforce, especially as Yosemite considers returning to a reservation system or an alternative way to control overcrowding, potentially permanently reducing the number of visitors to the County.

Identified Gaps and Barriers

- **A major barrier to economic growth in the County is the shortage of housing, specifically housing that is affordable to local workers.** The County's residential inventory is constrained with a net decrease of about 350 residential units between 2010 and 2022. Providing affordable housing, whether subsidized by the government or affordable by design (e.g., housing that is affordable based on physical design, tenancy, or financing elements), is a necessity now with more than half of renters and a little more than a quarter of homeowners defined as housing cost-burdened.
- **As an older community, there is a lack of land use types dedicated to attracting younger households hindering potential growth**, such as daycares, schools, children's and women's clothing, and experiential activities such as bowling and movie theaters. There is a lack of small lot residential parcels that could help provide affordable housing for younger households. Other use gaps include a lack of parcels that are zoned to accommodate light industrial development, for construction-related industries.
- **There is a lack of the appropriate infrastructure to support existing industries and develop future industrial space**. The lack of infrastructure is a large barrier in areas like Bootjack CDP to industry development.
- **Zoning is not flexible enough to allow use types that are in demand**. Examples of needed changes provided by stakeholders that would not take away from the rural character of the community include increasing the allowable commercial and residential density in areas that already are developed and have most of the required infrastructure; and rezoning additional parcels to general commercial and light industrial to increase flexibility.

- **The permitting process is difficult to navigate**. Stakeholders indicated that the appear to be inconsistencies with requirements and timelines for different residential types as well as inconsistent information being provided about how to successfully acquire residential permits.
- **Public sentiment opposing new development projects may present a challenge for achieving the County's economic development goals.** Several stakeholder groups voiced concern regarding the public sentiment of not allowing additional growth or change within the community. Concerns from existing residents regarding impacts to traffic, resource allocation, and public safety may be a barrier impeding future development in the County.

Proposed Economic Development Strategies

The proposed economic development strategies are based on key findings from the technical analyses and input solicited from stakeholders as part of this Study, and a review of the County's 2017 EVS. EPS found that the EVS strategies are comprehensive and continue to provide a relevant framework for advancing economic development efforts in the County. The strategies presented in this Study are based on current economic conditions and should be viewed as supplemental to the strategic initiatives and actions outlined in the 2017 EVS.

EPS proposes the following supplemental strategies to assist the County in recruiting and attracting new businesses as well as expanding existing businesses:

- **Strategy 1: Prioritize expanding the supply of housing, in particular affordable and workforce housing.** The County's already small, aging, and already declining population is projected to continue declining if the County does not focus on ways to support and stimulate housing production. The economic health of the County is linked to the capacity to not only deliver adequate housing to meet demand, but to offer a range of housing types (i.e., different densities, sizes, tenure) to attract and retain a skilled labor force. The County should consider the following action items to support this strategy:
  - The County should prioritize approval of proposed projects while engaging in thoughtful and diligent planning efforts to preserve the County's rural character and mitigate real and perceived impacts, including traffic, natural resource allocation, and public safety.
  - The County should consider actions that could assist in planning for additional identified housing needs.
  - The County should lead informational sessions that address solutions to real and perceived negative impacts from new growth to garner community support for new residential development.

- **Strategy 2: Focus on bolstering the County's base-sector industries and strongest industry clusters.** In addition to retaining and attracting a skilled workforce through housing production, rural communities require stable industries that serve the local population and visitors, and, importantly, stable and growing industries that build wealth in the community. The economic base of a community consists of the proportion of employment that brings wealth to the community from outside, as opposed to serving local needs. The strongest base-sector industries in the County are Wholesale Trade, Manufacturing, Professional Services, and Agriculture. The County should consider the following action items to support this strategy:
  - The County would benefit from focused economic development efforts related to both specialized and underspecialized base sectors to support industry clusters and drive economic growth.
  - The County and economic development entities in the County should target base sector industries and the strongest industry cluster, Construction & Building Materials in all economic development efforts.
  - The County should oversee the coordinated delivery of regional economic development and workforce development programs and services to realize economic growth in the County.
- **Strategy 3: Update County zoning regulations and streamline development review and approval process to support new development.** Stakeholders indicated that prohibitive zoning regulations and complexity and inconsistency in the development review and approval process represented a barrier to achieving new development in the County. Regulatory processes that are complex and inconsistently applied promote distrust and add risk that increases development costs, that may potentially dissuade landowners and real estate developers from moving forward. The County should consider the following action items to support this strategy:
  - The County should update zoning regulations to accommodate a diversity of housing types and real estate demands associated with targeted industry clusters.
  - The County should explore ways to support residential and commercial development opportunities through expediting the planning approval process, which will in turn reduce development costs and risk.
- **Strategy 4: Expand development capacity through targeted infrastructure investments.** The initial strategies identify ways to expand the County's housing supply and private nonresidential development, including additional industry cluster development and retail outlets. However, realization of these strategies will require strategic infrastructure investments to support new development and to potentially mitigate impacts to preserve the County's desirable rural character and sense of community. The County should consider the following action items to support this strategy:

- With constraints on available resources, the County should focus infrastructure planning efforts on the highest priority opportunity sites that are adjacent to existing developed areas.
- Explore and identify Federal, State, and regional financing sources.

Report Organization

This report is presented in the following chapters and technical appendices:

1. **Introduction and Summary of Findings** presents an overview of the report and key findings.
2. **County Profile** presents an analysis of existing conditions in the County, including population, households, race/ethnicity, educational attainment, income and poverty, resident household psychographics, housing market trends, and visitors.
3. **Nonresidential Market Overview** provides a context to current commercial market trends in the County.
4. **Major Economic Drivers and Business Trends** examines the County's economy including labor force, employment, gross regional product, location quotient, assets, and identified gaps and barriers.
5. **Proposed Strategies and Recommendations** provides recommended goals and strategic actions to achieve these goals based on the findings from the analyses and outreach.

This report also contains technical appendices, **Appendix A** through **Appendix D**, which provide supporting data regarding socioeconomic, housing, and economic trends in the area.

2. County Profile

This chapter examines the trends and existing composition of demographic and socioeconomic characteristics of the County. The purpose of this demographic and socioeconomic profile is to develop an understanding of the dynamics and drivers of existing development. This chapter comprises the following key analytic elements:

- **Demographic and Socioeconomic Characteristics** identifies trends in population and households, age, race and ethnicity, educational attainment, and income and poverty.
- **Residential Household Psychographics** provides a narrative categorical description of the types of residents that live in the County.
- **Housing Market Trends** examines characteristics of the County's current residential supply as well as components of occupancy including vacancy rates and housing costs.
- **Visitors** provides a summary of annual visitors to Yosemite National Park as well as visitor spending within the County.

Supporting data tables underlying the figures presented in this chapter are included in **Appendix A**, **Appendix B**, and **Appendix C**.

Demographic Conditions

This section looks at data from the last decade and provides a snapshot of the current socioeconomic composition of the County population.

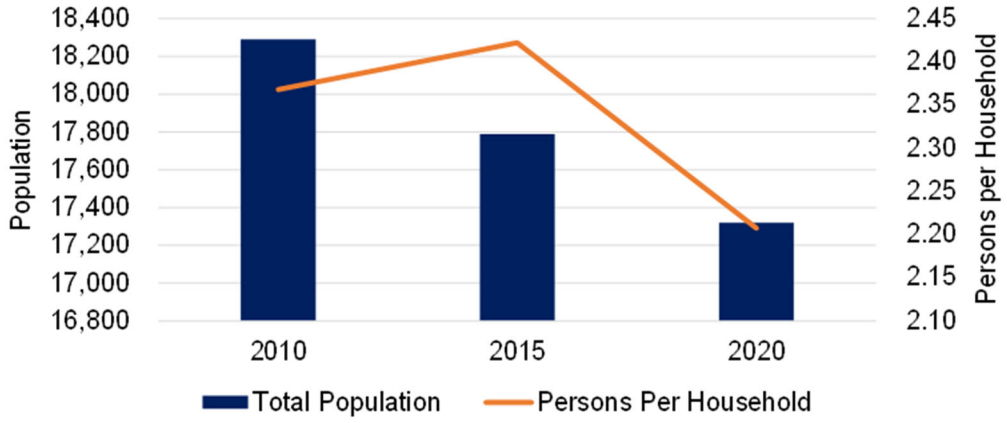
Population and Households

Mariposa County is a small community that experienced declines in its population and limited household growth over the last decade. With its rural and mountainous location, Mariposa County (County) is the 6th smallest county in California with about 17,300 residents as of 2020. The County comprises 15 Census Designated Places (CDP) and does not contain any incorporated cities. As the most populous unincorporated community, the Mariposa CDP is the County seat and contains approximately 1,160 residents, comprising about 7 percent of the County's total population (as of 2020, the latest data available). From 2010 to 2020, the County lost about 970 residents, yet added more than 100 households during the same time, suggesting that the

County is experiencing growth in smaller households and, potentially, demand for smaller residential units.[1] See **Figure 1-1** and **Table A-1**.

Consistent with this data, the majority of County households are small and average household size has declined over time, representative of an aging population and, an increase in non-family households. The County's average household size of 2.21 is notably smaller than the State (3.0) average. Between 2010 and 2020, the average persons per household declined from 2.37 to 2.21 corresponding with almost 70 percent of households that are 1- and 2-person households as of 2020, as well as an increase in non-family households from 20 percent up to 24 percent between 2012 and 2021. See **Figure 1-1**, **Table A-1**, **Table A-10**, and **Table A-11**.

Figure 1-1. Population and Persons per Household: Mariposa County (2010-2022)



Source: U.S. Census ACS 5 Years Tables DP05 and DP04; EPS.

Age and Ethnicity

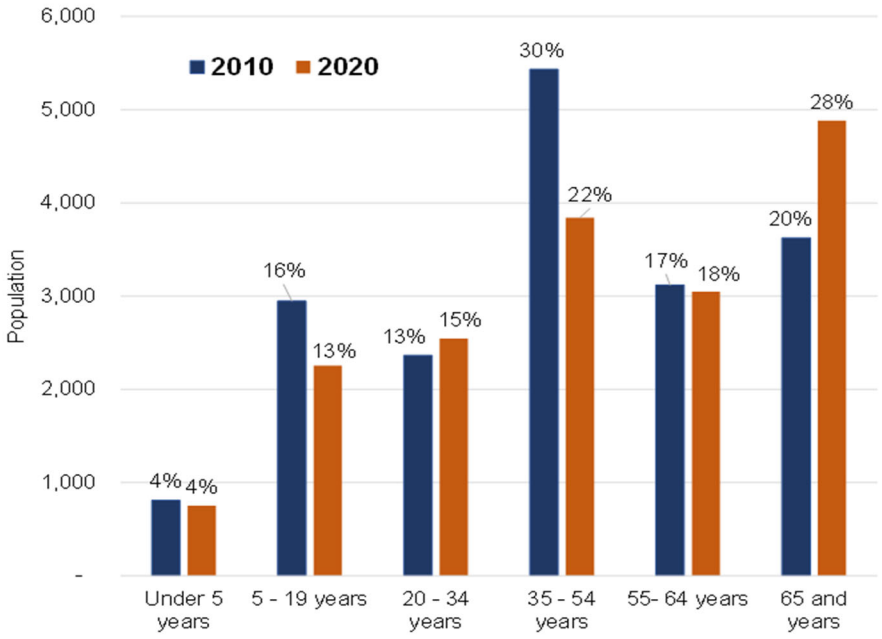
Mariposa's residents are becoming older and slightly more diverse. Though already an older community in 2010, the County's population is aging, aligning with statewide and national trends, with the median age increasing from 47.9 years old to 51.8 years old by 2020. The largest proportion of residents in the County are aged 65 years and older (nearly 30 percent of the total population), representing the fastest-growing age category over the last decade

[1] The State of California Department of Finance (DOF) provides more recent demographic data, however the data after 2020 reflects some inconsistencies that are anticipated to be resolved in the future by the DOF once the Census Bureau releases their Detailed Demographic and Housing Characteristics file.

with an increase of 35 percent. Notably, the County is estimated to have lost over 2,200 residents aged 64 years and younger, with the largest declines in adults between the ages of 35 years and 54 years.

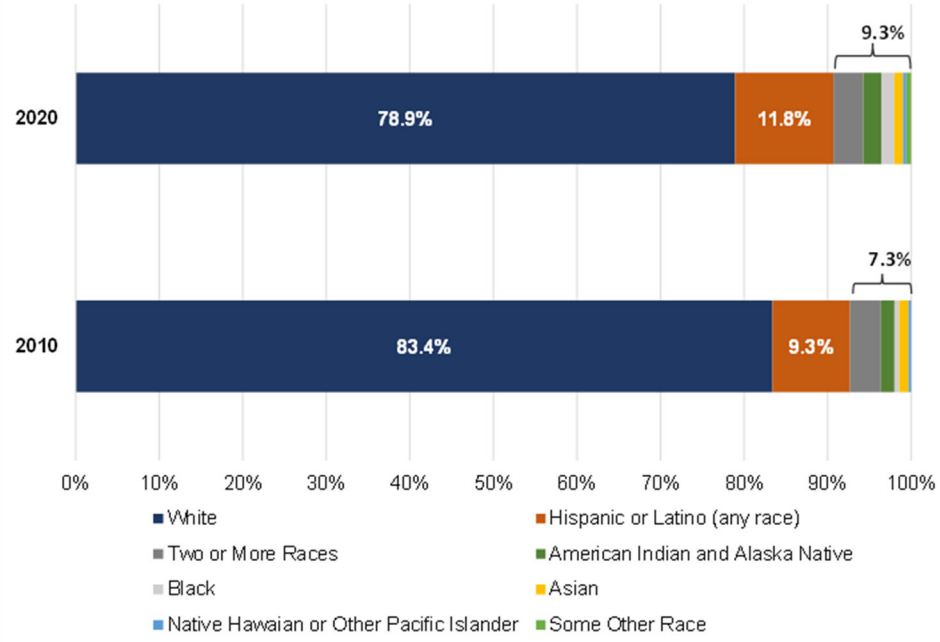
Although the County is predominantly composed of residents that identify as White, the proportion of total population decreased from 83 percent to 79 percent with corresponding increases in populations that identify as Hispanic or Latino, Black, and American Indian and Alaska Native. See **Figure 1-2**, **Figure 1-3**, **Table A-2**, and **Table A-3**.

Figure 1-2. Population by Age: Mariposa County (2020)



Source: American Community Survey 5-Year Estimates Table DO05; EPS.

Figure 1-3. Population by Race and Ethnicity: Mariposa County (2020)

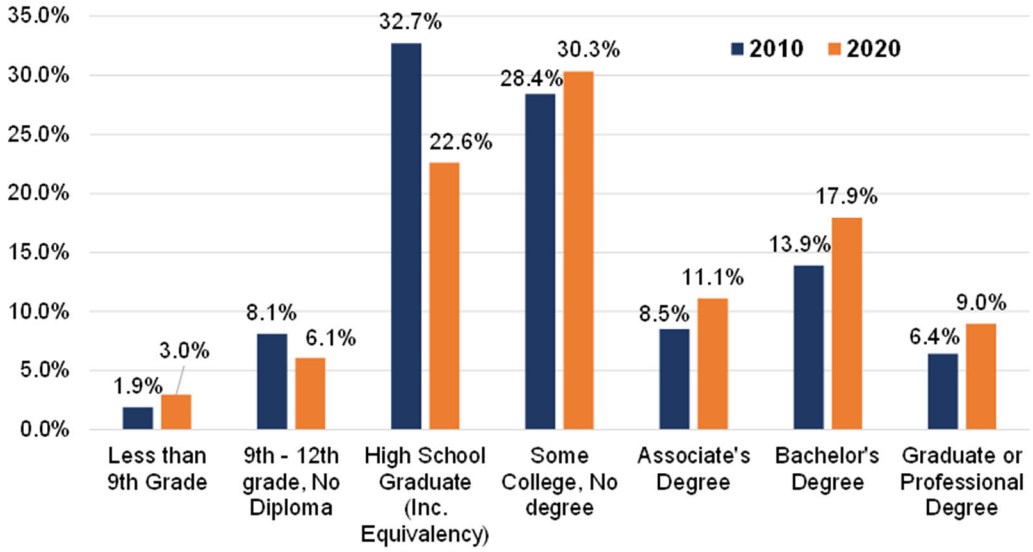


Source: American Community Survey 5-Year Estimates Table B03002; EPS.

Educational Attainment

The proportion of County residents achieving higher levels of education has increased. Following statewide patterns, the proportion of residents 25 years and older holding an Associate's, Bachelor's, Graduate or Professional degree increased 31 percent (from about 3,950 to almost 5,200 total residents) between 2010 and 2020. See **Figure 1-4** and **Table A-4**.

Figure 1-4. Educational Attainment: Mariposa County (2010 and 2020)



Source: American Community Survey 5-Year Estimates Table S1501; EPS.

Median Household Income and Poverty[2]

Median household income has likely not kept up with inflation over the past decade and poverty rates have increased. Median household income in the County increased by about 4 percent between 2010 and 2020, from $49,100 to $51,000 (in nominal 2010 and 2020 dollars). The marginal increase in household income suggests that wages for County residents did not keep up with the rate of inflation for the western United States over this period. While the proportion of County households earning between $15,000 to $34,999 grew from 19 percent in 2010 to 26 percent (almost 600 households) in 2020 and the poorest households earning less than $15,000 declined by almost 350 households, there was a notable decline in the proportion of households

[2] Income figures in this section are not adjusted for inflation.

earning between $35,000 and $99,999. Households earning $100,000 or more grew by 1.4 percent, or 20 households, over this period. See **Table A-5** and **Table A-6**.

The overall poverty rate in the County increased slightly from about 14.7 percent to 15.6 percent. The County experienced increases in poverty rates for the population between the ages of 18 and 64 years old, with slight decreases in the poverty rate for populations under the age of 18 and over the age of 65 years old. Poverty rates among the elderly are generally lower because this group receives Social Security benefits, while most of the population aged 18 to 64 years old in poverty are reliant upon earnings from employment to avoid poverty.[3] [4]
See **Table A-7**.

Resident Household Psychographics

Esri's Tapestry market segmentation is a geodemographic system that identifies 68 distinctive markets in the U.S. based on socioeconomic and demographic characteristics to provide a comprehensive profile of a population, specifically U.S. consumer markets. This section identifies the top segments in the County and describes the psychographic characteristics of the population within that segment. Based on Esri's Tapestry data, households within the County fall into the following group categories:

- The Great Outdoors 32.2%
- Senior Escapes 26.0%
- Rural Resort Dwellers 15.2%
- Retirement Communities 7.4%
- Rooted Rural 7.0%
- Emerald City 6.4%
- Midlife Constants 5.8%

See **Table 2-1** for additional details on the characteristics and consumer preferences of households that fall in each category.

[3] Silicon Valley Institute for Regional Studies. 2015. Poverty in the San Francisco Bay Area. https://jointventure.org/images/stories/pdf/poverty-brief-2015-03.pdf. [Accessed November 2021].

[4] The US Census Bureau's definition of poverty is based on a comparison of total family income to a national poverty threshold, which varies by family size. It does not account for regional differences in cost of living nor differences in family composition, such as the presence of non-working-age adults or young children.

Table 2-1. Psychographic Characteristics: Mariposa County (2 pages)

Households by Market Segment [2]	Description	Consumer Characteristics and Preferences	Mariposa County Households [1]	Mariposa County % of Total
LifeMode 6: Cozy Country Living				
The Great Outdoors	Educated empty nesters who lead active but financially modest lives; the median age for residents in this category is 47.4, almost 78% are home owners and about 60% are still in the labor force.	- Included in the largest segment in the United States, with almost half located in the Midwest - Predominantly homeowners with pets - Own 3 or more domestic vehicles - trucks, motorcycles, ATVs (many have outstanding auto loans)	2,526	32.2%
Rural Resort Dwellers	Residents live in resort communities, where the cyclical nature of the seasons encourage a wide range of outdoor activities. The median age for residents in this category is 54 and 81% are home owners.	- Politically conservative and believe in the importance of buying American - Prefer to eat at home, shop at discount retail stores (especially Walmart), bank in person, and spend little time online - Own every tool and piece of equipment available to maintain their homes, vehicles, vegetable gardens, and lawns - Listen to country music; watch auto racing on TV; and enjoy outdoor activities, such as fishing, hunting, camping, boating, and bird watching	1,193	15.2%
Subtotal			**3,719**	**47.4%**
LifeMode 9: Senior Styles				
Senior Escapes	Residents live in primary and secondary residences in rural or semi-rural areas and are typically located in highly seasonal areas. The median age for residents in this category is 54.6 and about 75% are home owners.	- Senior lifestyles reflect fixed, retirement incomes - More affluent seniors travel and relocate to warmer climates; less affluent, settled seniors may still be working toward retirement - Cell phones are popular, but so are landlines	2,040	26.0%
Retirement Communities	Retirement Communities include residents who live in single-family homes, apartments, assisted living, and continuous care nursing facilities; the median age for this category is 53.9, and 54% rent their homes.	- Many prefer print to digital media and are avid readers of newspapers - Subscribe to cable television to watch channels such as Fox News, CNN, and The Weather Channel - Residents prefer vitamins and engage in a regular exercise regimen	581	7.4%
Subtotal			**2,621**	**33.4%**
LifeMode 10: Rustic Outposts				
Rooted Rural	The Rooted Rural category comprises mainly married couples, a few with children at home; the median age for residents in the category is 45 and approximately 80% own their homes.	- Country life with older families in older homes - Depends on manufacturing, retail, and healthcare, with pockets of mining and agricultural jobs - Low labor force participation in skilled and service occupations - Vehicle ownership is a must - Residents live within their means, shop at discount stores, and maintain their own vehicles (purchased used) and homes - Outdoor enthusiasts, who grow their own vegetables, love their pets, and enjoy hunting and fishing - Pay bills in person; use the yellow pages; read newspapers, magazines, and books (purchased online)	549	7.0%

Table 2-1. Psychographic Characteristics: Mariposa County (Page 2 of 2)

Households by Market Segment [2]	Description	Consumer Characteristics and Preferences	Mariposa County Households [1]	Mariposa County % of Total
LifeMode 8: Middle Ground				
Emerald City	Residents live in lower-density neighborhoods of urban areas; the median age is 37; residents are active and more likely to rent.	- Lifestyles of thirtysomethings - Millennials in the middle: single/married, renters/homeowners, middle class/working class - Urban market mix of single-family, town home, and multiunit dwellings - Majority of residents attended college or attained a college degree - Householders have traded their landlines for cell phones, which they use to listen to music, read the news, and get the latest sports updates - Online all the time: use the internet for entertainment (downloading music, watching YouTube, finding dates), social media, searching for employment - Leisure includes nightlife, outdoor recreation, and some travel	502	6.4%
LifeMode 5: GenXUrban				
Midlife Constants	Residents are seniors, at or approaching retirement, with below-average labor force participation. Residents are mainly married couples although there is a growing share of singles.	- Gen X in middle age; families with fewer kids and a mortgage - Included in the second-largest segment in the US, composed of married couples and a growing population of retirees - About a fifth of residents are 65 or older; about a fourth of households have retirement income - Own older single-family homes in urban areas, with 1 or 2 vehicles - Tend to live and work in the same county, creating shorter commute times - Invest wisely, well insured, comfortable banking online or in person - News enthusiasts (reads news daily in print, on the tv, and online) - Enjoys reading, renting movies, playing board games and cards, doing crossword puzzles, going to museums and rock concerts, dining out, and walking for exercise	455	5.8%
Total			**7,846**	**100.0%**

Source: Esri Tapestry Segmentation Area Profile, U.S. Census ACS 5 Years Table DP05 and DP04; EPS.

[1] Reflects 2020 households in the County per US Census ACS. See Table A-1.
[2] Esri's Tapestry is a geodemographic system that identifies 14 LifeMode groups and 67 distinct markets in the U.S. The system is based on socioeconomic and demographic variables that provide a profile of the US population by consumer market segment. Selection of the variables includes socioeconomic data such as demographic characteristics, household income, tenure, and other factors that are likely to differentiate consumer spending and preferences.

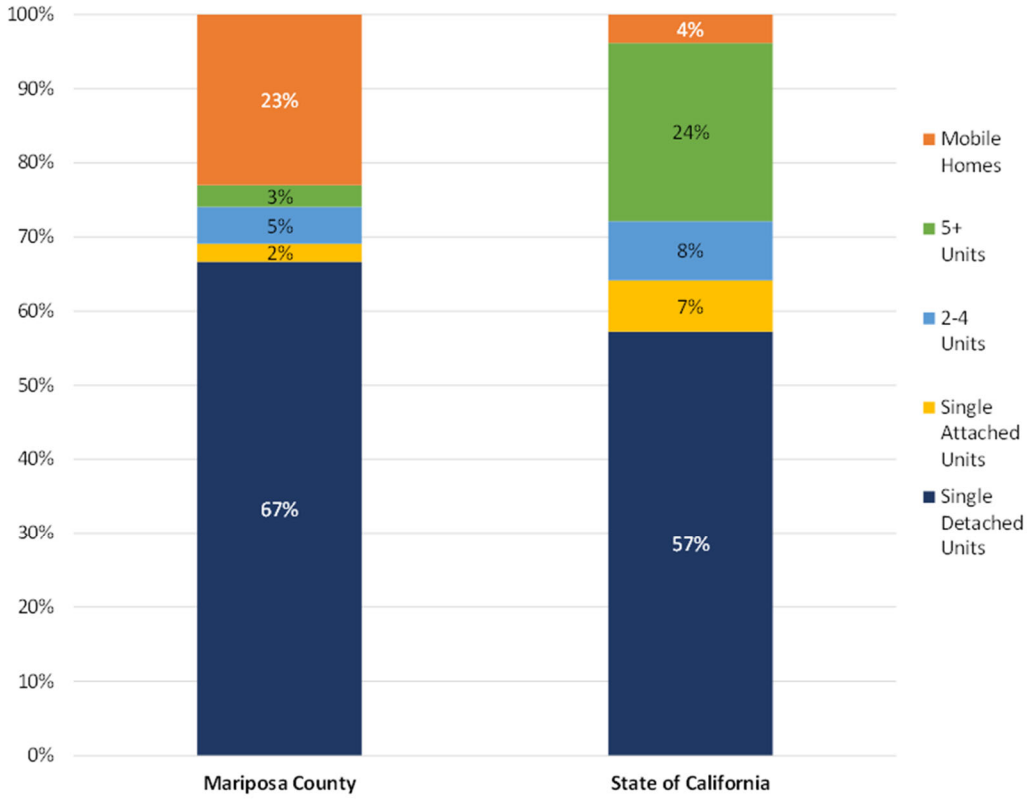
Housing Market Trends

Mariposa's housing supply decreased slightly over the past decade. The County's housing inventory comprises about 9,840 units as of 2022 following an estimated net decrease of almost 350 housing units between 2010 and 2022 per the State Department of Finance. The Department of Housing and Community development indicated an increase of about 365 residential permits from 2010 to 2020, which may be either the difference between permitting, actual construction, and/or unit demolition. Both sources indicate minimal residential development accompanied by minimal household growth from 2010 to 2020 of about 122 households per the ACS. Overall housing production has declined every decade since 1990 with only 2 percent of housing stock built since 2010. See **Appendix B Table B-1** and **Appendix A Table A-1**.

The County's housing inventory includes 168 units in 5 subsidized housing projects, accounting for 2 percent of total housing unit supply. Only one affordable project has been added to the supply since 1994. This 42-unit project was built recently and comprises 25 percent of the total affordable housing units in the County.

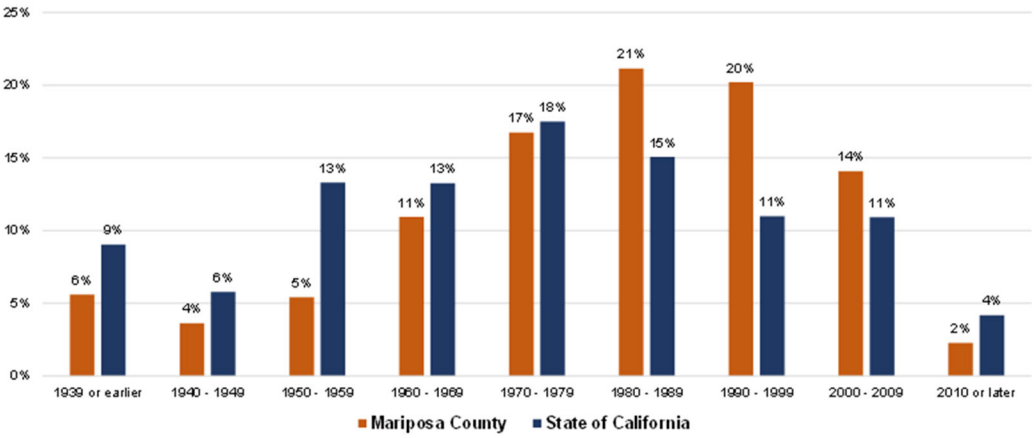
The County's housing inventory is comprised primarily of single-family detached units built from the 1970s to 1990s. The County's housing inventory is estimated to include 67 percent single family detached units and 23 percent mobile homes, with very few multifamily units. The supply allocation by type has remained relatively similar over the last decade; the only housing type that has experienced an increase was single-family attached units with the addition of about 140 units, increasing that housing type by about 135 percent. See **Figure 2-1**, **Figure 2-2**, and **Appendix B Table B-2** and **Table B-3**.

Figure 2-1. Units in Structure: Mariposa County and State of California (2020)



Source: California Department of Finance Table E-5; EPS.

Figure 2-2. Units by Age of Structure: Mariposa County and State of California (2020)



Source: 2019 American Community Survey 5-Year Estimates Table DP04; EPS.

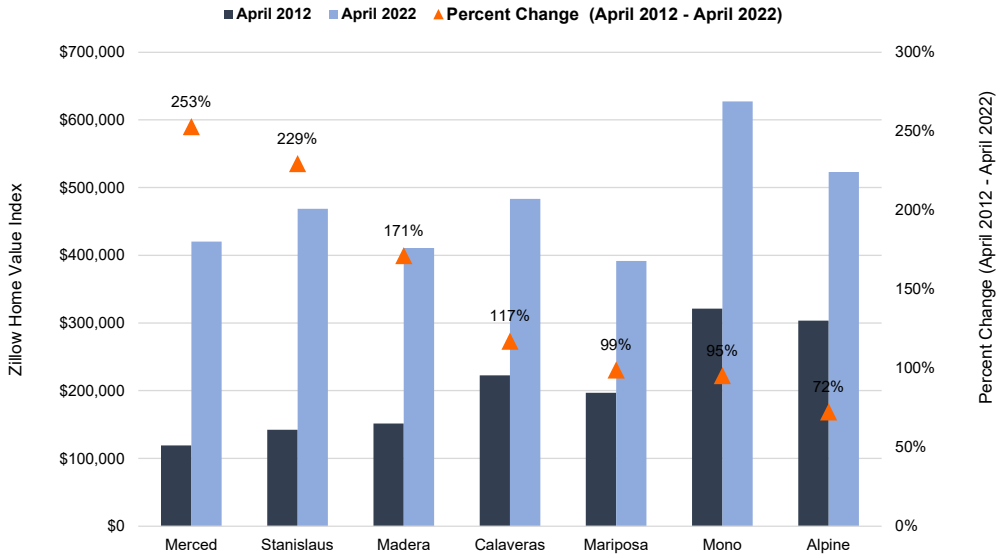
Mariposa has a high residential vacancy rate largely due to a significant inventory of seasonal, recreational, or occasional use housing units. The County's total residential vacancy rate has steadily remained around 23 percent to 24 percent between 2010 and 2022. As of 2020 approximately half of the vacant supply comprises seasonal, recreational, or occasional use housing units. Seasonal, recreational, or occasional use units as a percentage of total vacant units have decreased from 65 percent in 2000 and 2010 to 49 percent in 2020. The County's tracking of short-term rentals reflects a rapid increase of 230 percent between 2010 and 2022, with short-term rentals accounting for approximately 8.4 percent of total housing units as of 2022, increasing from 2.3 percent in 2010.[5] While there was a decrease in seasonal, recreational, or occasional use vacant units, there was an increase in units categorized by the County as "vacant – current residence elsewhere" and "unoccupied sold units," which reflect an increasing trend of purchasing homes to use as second-home investment properties, whether rented out or for occasional personal use.[6] See **Appendix B Table B-4** and **Table B-5**.

The housing market in Mariposa County has become more competitive since the onset of the COVID-19 Pandemic. While Mariposa falls in the middle of affordability within the surrounding region's housing supply, home prices have increased 112 percent since 2013 (2021 average median sales price is $410,400) and rents by 22 percent since 2010 (2022 average asking rent is $824) as more people are seeking affordable housing markets and taking advantage of moving to more remote locations by being able to work from home. While vacancy rates appear high (24 percent) the number of vacant units available to purchase or rent comprises only 6 percent of total housing units. The housing market appears to be softening within the County with average monthly inventory increasing from 56 available units to 73 units since 2013, although the average days on the market have been decreasing from a high of 128 in 2016 down to 62 as of 2022. See **Figure 2-3**, **Figure 2-4**, **Figure 2-5**, **Appendix B Table B-8**, **Table B-9**, and **Table B-10**.

[5] Mariposa County, "Short-Term (Vacation) Rental Discussion and Possible Direction," October 4, 2022.

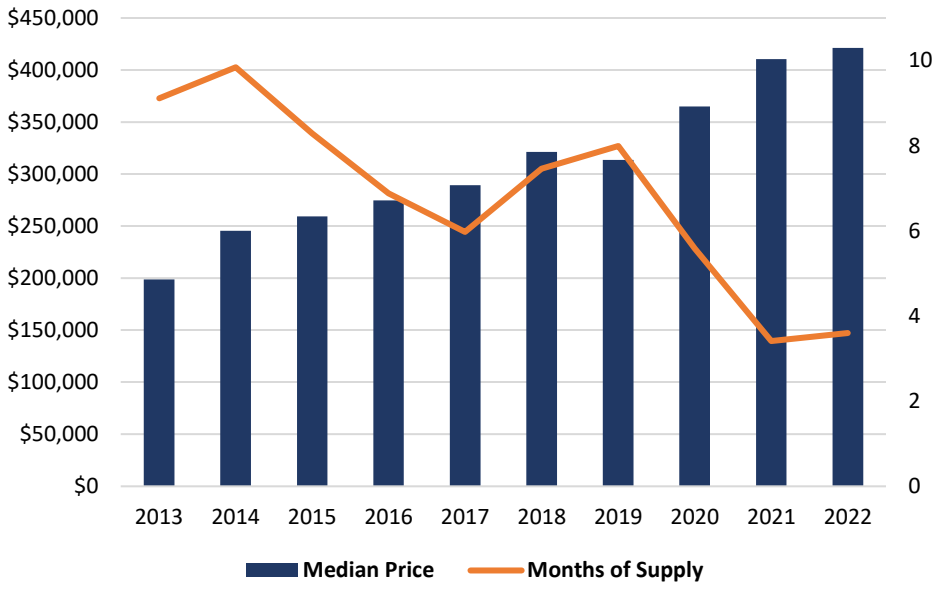
[6] The ACS categorizes units that are occupied as a short-term rental at the time of the survey as Vacant – Current Residence Elsewhere.

Figure 2-3. Home Value Change by County (2012-2022)



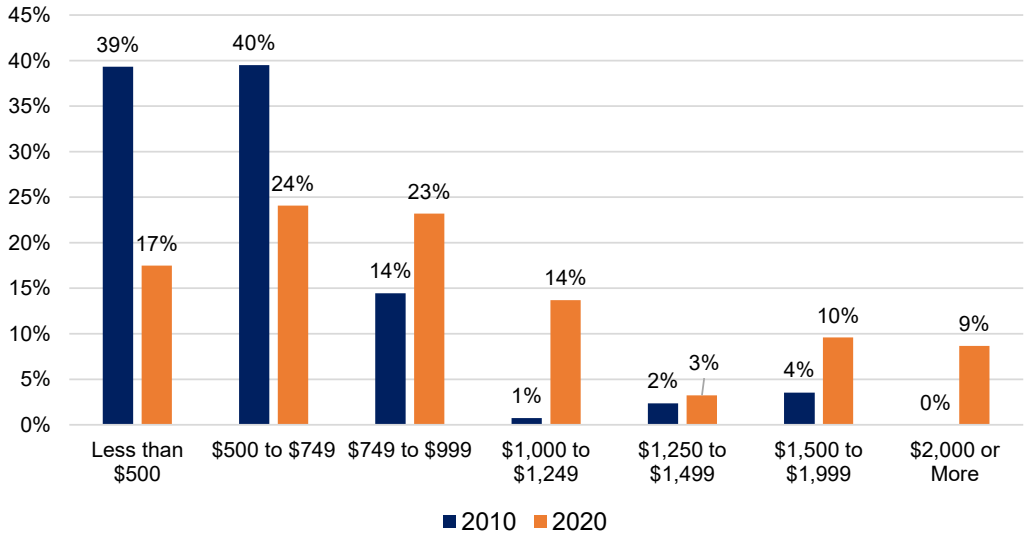
Source: Zillow, EPS.

Figure 2-4. For-Sale Housing Market Summary: Mariposa County (2013-2021)



Source: Redfin; EPS.

Figure 2-5. Contract Rent: Mariposa County (2010 and 2020)



Source: American Community Survey 5-Year Estimates Table B25056; EPS.

Although home ownership is more affordable in the County compared to statewide housing costs, rental units generally present a more affordable option for residents. About 18 percent of County households have the financial capability to purchase a median-or-higher priced home in the County based on the current prices. The average median sales price in 2022 was about $414,100, which would require a household income of almost $96,500. Whereas approximately 50 percent of households pay a monthly rent ranging from $500 to $1,000, which requires an annual household income ranging from $20,000 to $40,000, which falls below the County's median household income. Although, while rental units are generally more affordable, occupants are spending more on housing costs than is suggested.[7] More than 60 percent of renters are considered cost-burdened compared to 30 percent of owner-occupied homes. See **Table A-5** and **Table B-8**, **Table B-9**, **Table B-10**, **Table B-11**, and **Table B-12**.

[7] A common rule of thumb is that households should pay no more than 30 percent of their incomes for housing.

Visitors

Home to Yosemite National Park, the County has received an average of more than 4 million visitors annually over the past decade, as shown in **Table 2-2**. The number of visitors was significantly affected by the onset of the COVID-19 Pandemic as the Park began requiring reservations to enter the park during peak seasons, which reduced the number of visitors to about 2.4 million in 2020, although visitors increased to 3.4 million in 2021, suggesting that annual visitors may return to pre-Pandemic levels.[8]

An additional factor in the decrease in visitors to the Park has been the onset of more regularly occurring wildfires within the State. The percentage of visitors to the Park that stay overnight has steadily decreased since a high of 48 percent in 2014, down to an average of about 33 percent since that year.

The decrease in visitors to the Park due to the Pandemic is reflected in the decline in direct travel spending in 2020 as shown in **Table 2-3**. Excluding 2020 and 2021, the average direct travel spending in the County was $507 million, with the majority of spending on accommodations followed by food service.

[8] In an interview with the Tourism Bureau in December 2022, the Park is instilling a permanent version of the reservation system. The Tourism Bureau expressed that this system would change the demand factors and that organic demand for people traveling to the Park will dissipate.

Table 2-2. Yosemite National Park Annual Visitors by Use

Item	Yosemite National Park Annual Visitors										Difference (2012-2021)	Average Annual % Change (2012-2021)
	2012	2013	2014	2015 [1]	2016	2017	2018	2019	2020 [2]	2021		
Visitor Use												
Recreation Visitors	3,853,404	3,691,191	3,882,642	4,150,217	5,028,868	4,336,890	4,009,436	4,422,861	2,268,313	3,287,595	(565,809)	(1.7%)
Non-Recreation Visitors [3]	142,613	138,170	146,774	155,081	188,246	163,654	151,651	163,602	92,498	133,622	(8,991)	(0.7%)
Total Visitors	**3,996,017**	**3,829,361**	**4,029,416**	**4,305,298**	**5,217,114**	**4,500,544**	**4,161,087**	**4,586,463**	**2,360,811**	**3,421,217**	**(574,800)**	**(1.7%)**
Overnight Visitors by Lodging Type												
Concession Lodging	732,843	724,866	832,378	938,418	743,546	826,725	654,272	682,273	252,374	550,098	(182,745)	(3.1%)
Tent Campers	537,451	459,565	480,094	588,701	490,431	456,476	354,819	469,585	68,002	188,179	(349,272)	(11.0%)
RV Campers	260,136	241,656	166,744	284,372	376,744	293,844	259,748	211,948	44,496	149,192	(110,944)	(6.0%)
Backcountry Campers	168,783	172,353	190,339	211,966	216,989	167,507	124,577	155,578	143,760	174,839	6,056	0.4%
Misc Campers	32,708	29,668	50,545	39,214	51,542	26,166	16,667	30,411	0	3,164	(29,544)	(22.9%)
Total Overnight Visitors	**1,731,921**	**1,628,108**	**1,720,100**	**2,062,671**	**1,879,252**	**1,770,718**	**1,410,083**	**1,549,795**	**508,632**	**1,065,472**	**(666,449)**	**(5.3%)**
% of Total Visitors	43.3%	42.5%	42.7%	47.9%	36.0%	39.3%	33.9%	33.8%	21.5%	31.1%	(12.2%)	-

Source: National Park Service 2021 Summary of Visitor Use by Month; EPS.

[1] The year 2015 marked the 125th anniversy of Yosemite National Park as well as the 100th anniversary of the National Park System; extensive marketing of these events with a positive affect on visitorship.
[2] The Year 2020 marked the onset of the COVID-19 Pandemic with a negative affect on visitorship into 2021 along with the implemenation visitors required to have reservations to visit the park during peak seasons.
[3] Non-recreation visits are generated by visitors using park territory, roads, and facilities for their own convenience or as a part of their occupation. Reportable non-recreation visits include: Persons going to and from inholdings across significant parts of park land; Commuter and other traffic using NPS-administered roads or waterways through a park for their convenience; Trades-people with business in the park; Any civilian activity a part of or incidental to the pursuit of a gainful occupation (e.g., guides); Government personnel (other than NPS employees) with business in the park; Citizens using NPS buildings for civic or local government business, or attending public hearings; Outside research activities (visits and overnights) if independent of NPS legislated interests (e.g. meteorological research).

Table 2-3. Direct Travel Impacts: Mariposa County (2012-2021 in 2021$)

Item	Mariposa County Visitor Spending (in $Million and 2021$)										Difference	Average Annual % Change
	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	(2012-2021)	(2012-2021)
Direct Travel Spending												
Destination Spending (Visitor Spending)	$495.00	$477.00	$500.00	$533.00	$529.00	$528.00	$474.00	$493.00	$266.00	$360.00	($135.00)	(3.5%)
Other Travel [1]	$4.00	$4.00	$4.00	$3.00	$3.00	$3.00	$3.00	$3.00	$1.00	$2.00	($2.00)	(7.4%)
Subtotal Direct Travel Spending	**$499.00**	**$481.00**	**$504.00**	**$536.00**	**$532.00**	**$531.00**	**$477.00**	**$496.00**	**$267.00**	**$362.00**	**($137.00)**	**(3.5%)**
% Change from Previous Year	-	*(3.6%)*	*4.8%*	*6.3%*	*(0.7%)*	*(0.2%)*	*(10.2%)*	*4.0%*	*(46.2%)*	*35.6%*	-	-
Visitor Spending by Type of Traveler Accommodation												
Hotel, Motel, STVR	$425.00	$410.00	$432.00	$465.00	$461.00	$460.00	$408.00	$426.00	$237.00	$319.00	($106.00)	(3.1%)
Private Homes	$12.00	$11.00	$11.00	$10.00	$10.00	$10.00	$11.00	$11.00	$4.00	$11.00	($1.00)	(1.0%)
Campground	$3.00	$3.00	$3.00	$3.00	$3.00	$3.00	$3.00	$3.00	$3.00	$3.00	$0.00	0.0%
2nd Home	$13.00	$12.00	$12.00	$12.00	$12.00	$13.00	$13.00	$13.00	$11.00	$12.00	($1.00)	(0.9%)
Day Travel	$42.00	$40.00	$42.00	$43.00	$42.00	$42.00	$38.00	$39.00	$11.00	$15.00	($27.00)	(10.8%)
Subtotal Visitor Spending	**$495.00**	**$476.00**	**$500.00**	**$533.00**	**$528.00**	**$528.00**	**$473.00**	**$492.00**	**$266.00**	**$360.00**	**($135.00)**	**(3.5%)**
Visitor Spending by Commodity Purchased												
Accommodations	$161.00	$160.00	$171.00	$186.00	$189.00	$190.00	$167.00	$176.00	$114.00	$161.00	$0.00	0.0%
Food Service	$145.00	$140.00	$145.00	$157.00	$158.00	$157.00	$143.00	$149.00	$74.00	$96.00	($49.00)	(4.5%)
Food Stores	$11.00	$11.00	$11.00	$12.00	$11.00	$11.00	$10.00	$10.00	$5.00	$7.00	($4.00)	(4.9%)
Local Tran. & Gas	$48.00	$43.00	$45.00	$43.00	$39.00	$40.00	$40.00	$41.00	$17.00	$24.00	($24.00)	(7.4%)
Arts, Ent. & Rec.	$72.00	$69.00	$72.00	$76.00	$75.00	$73.00	$64.00	$66.00	$31.00	$39.00	($33.00)	(6.6%)
Retail Sales	$58.00	$55.00	$57.00	$60.00	$58.00	$57.00	$51.00	$52.00	$24.00	$32.00	($26.00)	(6.4%)
Subtotal Visitor Spending by Commodity Purchased	**$495.00**	**$476.00**	**$500.00**	**$533.00**	**$528.00**	**$528.00**	**$473.00**	**$492.00**	**$266.00**	**$360.00**	**($135.00)**	**(3.5%)**

Source: Dean Runyan Associates data retrieved Nov 2022; EPS.

[1] Other travel includes: ground transportation and air travel for travel to other California visitor destinations; and travel arrangement services an convention/trade shows services.

3. Nonresidential Market Overview

This chapter examines the market trends and existing composition of County retail, office, and industrial supply. This chapter also estimates future demand for retail within the County. The purpose of this chapter is to develop an understanding of the characteristics of existing commercial development and to project demand for potential retail. This chapter comprises the following key analytic elements:

- **Commercial Market Trends.** Examines the County's inventory and trends in the industrial, office and retail markets over the last decade.
- **Retail Demand Analysis.** Provides a look at current sales in the County compared to current spending by County households to estimate potential future retail demand.

Supporting data tables underlying the figures presented in this chapter are included in **Appendix C and Appendix D**.

Commercial Market Trends

Industrial and Commercial Retail and Office Inventory

Over the last decade, no new industrial, retail, or office space appears to have been added to the limited industrial and commercial market in the County.

Industrial inventory is limited with approximately 18,445 square feet in 4 buildings, tracked by CoStar. This market is extremely tight with no movement in space since 2017, maintaining no vacancy since that date. See **Table D-3**.

Similarly, commercial inventory in the County is small with a total of 145,600 square feet of retail located in 30 buildings and about 26,700 square feet of office space in 7 buildings, tracked by CoStar.[9]

The largest concentration of retail is located in the Mariposa CDP comprising about 70 percent of the total retail within the County. The average retail space is about under 5,000 square feet and includes a variety of neighborhood- and tourist-oriented establishments, including gas stations, small markets, a drug store, and small retail and restaurants in the community of Mariposa.

[9] These figures do not include commercial space within Yosemite National Park.

With a limited amount of retail supply, the market has experienced a sustained low vacancy rate of 1.1 percent, equivalent to available space of about 1,600 square feet and very little movement over the past 10 years. In contrast, office market dynamics demonstrate weak demand, with small Class B and C space, exclusively located in the Mariposa CDP, averaging just under 4,000 square feet, on average. The office market has experienced little to no vacancy over the last decade, although recently experienced a spike in vacancy (34 percent) resulting from a 9,000 square foot office space that is listed as "vacant – under contract," which appears to be a short-term vacancy.

Given historically low vacancy trends, with recent increases in the County's labor force, existing significant commuting outflow patterns, and potentially emerging sectors, the County may experience an uptick in demand for industrial and office space, if it is accompanied by an increase in available housing affordable to the median household income and an increase in retail outlets to serve the local population. Refer to **Table C-1** through **Table C-3**.

Retail Demand Analysis

This section reviews retail spending in the County to estimate supportable retail from both recaptured spending from existing households as well as potential County household growth. The potential capture for new retail located in the County from existing and new households will be based on the estimated extent of household spending and the addition of new retail that may locate in the County.

The initial step in evaluating potential retail demand in the County is the preparation of a retail leakage analysis, examining the existing supply and demand conditions.[10]

Leakage Analysis

The County is estimated to be a retail attraction market in some categories based on the large geographical size of the market and tourism-based economy. Many of the categories reflecting spending attraction are connected to tourism spending including Other Retail, Food Services and Drinking Places, Gasoline Stations. The other attraction categories are more

[10] The purpose of the leakage analysis is to evaluate the extent to which retail outlets in the County attract or leak retail spending generated by County households. Retail surplus or leakage represents a comparison between supply and demand. Retail leakage exists when households' demand for retail goods is not met by retail outlets in the defined Market Area (the County) and sales occur outside the Market Area (demand exceeds supply). Conversely, retail surpluses exist when retail outlets in the Market Area capture local spending plus attract spending from households outside the Market Area (supply exceeds demand). Generally, retail categories that experience surpluses signal particular strengths of the retail market, while retail categories that experience leakage represent opportunities for future retail outlets to meet this gap in demand.

closely related to local spending that is not generally purchased on the internet including Food and Beverage Stores and Building Materials and Garden Equipment and Supplies.

However, the County is also estimated to experience retail leakage. The categories experiencing estimated retail leakage include the following categories: Motor Vehicle Parts, Home Furnishings and Appliances, Clothing and Clothing Accessories, and General Merchandise.

EPS obtained estimated taxable retail sales for 2022 from the California Department of Tax and Fee Administration (CDTFA), which were adjusted to reflect total retail sales (taxable and nontaxable retail sales), as shown in **Table 3-1**. As shown in **Table 3-1**, total retail sales in the County for 2022 are estimated at approximately $267.1 million.

Calculations supporting this methodology for estimating retail sales in the Market Area can be found in **Appendix D**.[11]

Table 3-1. Estimated Total Retail Sales: Mariposa County (2022$)

Item	MARIPOSA COUNTY		
	2022 Taxable Retail Sales [1]	Estimated Total Annual Retail Sales in 2022$ [2]	
		Total	% of Total
Formula	*a*	*b = a * Adjustments*	*c = b / total*
Retail and Food Services			
Motor Vehicle Parts Dealers Only [3]	$449,078	$449,078	0.2%
Home Furnishings and Appliance Stores	$2,097,896	$2,097,896	0.8%
Bldg. Matrl. and Garden Equip. and Supplies	$14,783,607	$14,783,607	5.5%
Food and Beverage Stores [2]	$18,821,728	$62,874,611	23.5%
Gasoline Stations	$21,701,235	$21,701,235	8.1%
Clothing and Clothing Accessories Stores	$2,394,664	$2,394,664	0.9%
General Merchandise Stores [2]	$2,596,247	$3,473,139	1.3%
Food Services and Drinking Places	$20,998,630	$20,998,630	7.9%
Other Retail [2]	$99,807,276	$138,287,546	51.8%
Total Retail and Food Services	**$183,650,362**	**$267,060,407**	**100.0%**

Source: California Department of Tax and Fee Administration (CDTFA); EPS.

[1] See Table F-1.
[2] Taxable retail sales from the CDTFA have been adjusted to account for non-taxable sales. See Table F-3 for methodology.
[3] Reflects estimated sales for motor vehicle parts only (omits new and used vehicle dealers) based on the average proportion of Automotive Parts, Accessories, and Tire Stores within the total Motor Vehicle and Parts Dealers taxable sales in California of 9.4% over the last decade.

[11] **Table D-1** through **Table D-5** reflect calculations made to estimate total retail sales data for the County based on data obtained from CDTFA (formerly accessible through the BOE), and the U.S. Economic Census.

To quantify retail demand of existing County households, EPS developed an analytical model that relies on current County households, household income, and consumer spending patterns.[12] Assumptions underlying each component of existing County household demand can be found in **Appendix D**.[13]

Table 3-2 shows expenditure estimates per County household, as well as total retail spending estimates by all current County households. EPS estimates that, on average, County households have a household income of approximately $72,600 and spend about 24 percent of their income on retail goods and services (approximately $17,400 per year).[14] The total annual retail spending estimate from County households is $121.2 million.

Table 3-2. Estimated Household Retail Spending: Mariposa County (2022$)

Item		Percent Spent on Retail by Category [1]	Total Annual Retail Spending per Household [2]	Total Current County Household Spending on Retail
Assumptions				
2022 County Households [3]	6,982			
2022 Average Household Income [4]	$72,614			
Estimated Percent of HH Income Spent in Retail Stores [5]	24%			
Estimated Annual HH Spending in Retail Stores	$17,359			
Retail and Food Services				
Motor Vehicle Parts Dealers Only [6]		5.1%	$881	$6,148,293
Home Furnishings and Appliance Stores		8.2%	$1,422	$9,929,994
Bldg. Matrl. and Garden Equip. and Supplies		5.1%	$878	$6,133,325
Food and Beverage Stores		22.0%	$3,821	$26,680,969
Gasoline Stations		12.5%	$2,166	$15,123,997
Clothing and Clothing Accessories Stores		5.3%	$925	$6,459,654
General Merchandise Stores		16.0%	$2,777	$19,392,813
Food Services and Drinking Places		14.3%	$2,483	$17,340,586
Other Retail		11.5%	$2,005	$13,996,641
Total Retail and Food Services		**100.0%**	**$17,359**	**$121,206,274**

Source: EPS.

[1] See Table D-4 for estimated spending by retail category.
[2] Total County household spending is derived by multiplying the County's estimated average household income of $72,614 by the estimated percentage of household income spent on retail of 24% and then multiplied by the percentages spent on retail for for each category.
[3] The 2022 household estimate from Table F-5 has been adjusted by 6.3% to account for vacant units occupied by short-term occupants, see Table B-5.
[4] See Table A-5.
[5] See Table D-3. Excludes spending on e-commerce retail goods and services.
[6] Percent spent on Motor Vehicles and Parts Dealers only pertains to motor vehicle parts (omits spending at new and used vehicle dealers).

[12] Consumer spending patterns exclude spending on e-commerce retail goods and services, which are, as a conservative assumption, not anticipated to contribute to demand for physical retail space.

[13] **Table D-3** estimates the household retail expenditures based on income level. **Table D-4** estimates the percentage of spending at retail stores by retail category.

[14] Includes retail spending on physical retail outlets only; excludes spending on e-commerce retail goods and services.

As shown in **Table 3-3**, the County can be defined as a partial attraction market with the total surplus at 55 percent of supply exceeding demand. The largest surplus is in the "Other Retail" category with 90 percent of County sales exceeding the County spending. This suggests that people, most likely visitors to Yosemite or other local attractions, who live outside the County are traveling to the County to shop at stores in that retail category. The remaining attraction categories include retail goods frequently purchased close to home, including Building Materials and Garden Equipment and Supplies, Food and Beverage Stores, Gasoline Stations, and Food Service and Drinking Places.

Table 3-3. Mariposa County Retail Surplus/Leakage by Retail Category (2022$)

	Mariposa County			
Item	Total Retail Sales (Supply)	Total HH Retail Spending (Demand)	Retail Surplus / (Leakage) [1] Amount	%
Source	*Table 3-1*	*Table 3-2*		
Retail and Food Services				
Motor Vehicle Parts Dealers Only	$449,078	$6,148,293	($5,699,215)	(92.7%)
Home Furnishings and Appliance Stores	$2,097,896	$9,929,994	($7,832,098)	(78.9%)
Bldg. Matrl. and Garden Equip. and Supplies	$14,783,607	$6,133,325	$8,650,282	58.5%
Food and Beverage Stores	$62,874,611	$26,680,969	$36,193,642	57.6%
Gasoline Stations	$21,701,235	$15,123,997	$6,577,238	30.3%
Clothing and Clothing Accessories Stores	$2,394,664	$6,459,654	($4,064,990)	(62.9%)
General Merchandise Stores	$3,473,139	$19,392,813	($15,919,674)	(82.1%)
Food Services and Drinking Places	$20,998,630	$17,340,586	$3,658,044	17.4%
Other Retail	$138,287,546	$13,996,641	$124,290,905	89.9%
Total	**$267,060,407**	**$121,206,274**	**$145,854,133**	**54.6%**

Source: EPS.

NOTE: FIGURES MAY NOT TOTAL BECAUSE OF ROUNDING.

[1] Retail surplus/(leakage) represents a comparison between supply and demand. Retail leakage, represented by a negative figure, exists when households' demand for retail goods is not met within the defined Market Area and sales occur outside of the County. Conversely, retail surplus, represented by a positive figure, exists when retail outlets in the County capture local spending plus attract spending from households outside of the County.

Despite an overall retail surplus in the County, there are 4 categories experiencing approximately $33.5 million in spending leakage. The categories with leakage include Motor Vehicle Parts, Home Furnishings and Appliances, Clothing and Clothing Accessory Stores, and General Merchandise. This suggests County residents are traveling outside the County to shop at stores that fall in these retail categories.

The existing County retail demand leakage has the potential to be captured by new retailers in the County. Of the $33.5 million in leakage, this Study estimates that future retail outlets in the County can potentially capture about half of the spending leakage ($15.5 million). The ability to capture estimated leakage through new retail outlets will depend on several factors that are in and outside of the County's control. For example, the County could take steps to ensure there is available land located along primary transportation routes that yield visibility and

access and are zoned appropriately. Ultimately, however, there must be willing private operators who determine that sustained market demand will result in a long-term viable business. Refer to **Table 3-4** for more details.

Table 3-4. Potential Capture of Existing Leakage in the County (2022$)

Item	Estimated County Retail Leakage [1]	Potential Estimated Leakage Captured inside the County [2]	
		Capture Rate	Total
Formula	*a*	*b*	*c = a * b*
Retail and Food Services			
Motor Vehicle Parts Dealers Only	$5,699,215	25%	$1,424,804
Home Furnishings and Appliance Stores	$7,832,098	25%	$1,958,024
Bldg. Matrl. and Garden Equip. and Supplies	$0	-	-
Food and Beverage Stores	$0	-	-
Gasoline Stations	$0	-	-
Clothing and Clothing Accessories Stores	$4,064,990	25%	$1,016,248
General Merchandise Stores	$15,919,674	70%	$11,143,772
Food Services and Drinking Places	$0	-	-
Other Retail	$0	-	-
Total	**$33,515,977**	**46%**	**$15,542,847**

Source: EPS.

NOTE: FIGURES MAY NOT TOTAL BECAUSE OF ROUNDING.

[1] See Table 3-3.
[2] Capture rate assumptions reflect one potential scenario of the portion of retail spending leakage that the County may be able to capture, but the amount will ultimately depend on a variety of factors related to private market decisions to locate their business in the County.

Projected Incremental New Retail Demand (2023-2030)

Based on household projections from DOF, the County is projected to experience a decline in households and population between 2020 and 2030. However, if the County were to follow historical growth rates, there could be the potential to capture newly created demand from residential growth estimated between 2023 and 2030.[15] To quantify retail demand of existing County households, EPS developed an analytical model that relies on current County households, household income, and consumer spending patterns.[16] Assumptions underlying each component of existing County household demand can be found in **Appendix D**.

[15] To remain conservative, this Study does not estimate demand from the growth of County employees with the assumption that demand for retail space already may be accounted for in household demand projections.

[16] Consumer spending patterns exclude spending on e-commerce retail goods and services, which are, as a conservative assumption, not anticipated to contribute to demand for physical retail space.

Table 3-5 shows a potential scenario of new incremental spending estimates within the County if household growth were to follow historical patterns. EPS estimates that these households would spend $5.7 million, and the County could potentially capture 70 percent of this spending for an additional $4.0 million of potential demand.

Table 3-5. Potential New Household Demand: Mariposa County (2022$)

Item	Spending per HH [1]	Potential New Incremental Household Growth Spending (2023 - 2030) (Demand)	
		Total [2]	Inside the County
Formula	*a*	*b = a * 330*	*c = b * 70%*
			Capture Rate [3]
Projected New Households [4]		**330**	**70%**
Retail and Food Services			
Motor Vehicle Parts Dealers Only	$881	$290,579	$203,405
Home Furnishings and Appliance Stores	$1,422	$469,308	$328,516
Bldg. Matrl. and Garden Equip. and Supplies	$878	$289,871	$202,910
Food and Beverage Stores	$3,821	$1,260,987	$882,691
Gasoline Stations	$2,166	$714,785	$500,350
Clothing and Clothing Accessories Stores	$925	$305,294	$213,706
General Merchandise Stores	$2,777	$916,536	$641,576
Food Services and Drinking Places	$2,483	$819,545	$573,681
Other Retail	$2,005	$661,504	$463,053
Total	**$17,359**	**$5,728,409**	**$4,009,886**

Source: EPS.

NOTE: FIGURES MAY NOT TOTAL BECAUSE OF ROUNDING.

[1] See Table 3-2.
[2] The demand from County household growth is derived by multiplying total households by the amount of spending per household for each retail category.
[3] This analysis assumes 70% of County household spending will be captured by retail within the County. Conversely 30% will be captured by retail outside of the County.
[4] See Table F-5 for an estimated increase in households if growth in the County were to follow historical growth rates.

The County has the potential to support a small increment of new retail under the right circumstances, including recapturing the estimated existing household spending leaking outside of the County and capturing spending from potential incremental new growth if household growth in the County were to follow historical growth rates. Existing and potential new retail outlets in the County will not recapture existing spending leakage or capture all of the incremental spending from new households; rather, the amount captured will depend on factors such as the extent of household spending, the type of retail that may locate in the County, and competitive retail options located adjacent to the County.

EPS estimated a range of captured spending to provide both a low estimate, using only existing household spending leakage, and a high estimate, combining existing household spending with potential incremental new household spending, to estimate how much additional retail may be supported in the County. Based on the estimated range of captured household spending and given the right circumstances, the County has the potential to support the addition of approximately 34,000 to nearly 41,000 retail square feet. The retail categories that may have more demand and ability to capture spending include General Merchandise, Motor Vehicle Parts, Home Furnishings and Appliances, Clothing and Clothing Accessories, and potentially Food and Beverage or other small-scale retail outlets (e.g., Sporting Goods, Hobby, Musical Instruments, Book Stores, Gift, Novelty, and Souvenir Stores), as shown in **Table 3-6**.[17]

Table 3-6. Projected Potential Capture of County Demand: 2023-2030 in 2022$

Item	Potential Future Demand inside the County: Potential Estimated Leakage Captured [1]	Potential Future Demand inside the County: Potential New Household Spending (2023 - 2030) [2]	Potential Future Demand inside the County: Total	Estimated Sales per Sq. Ft [3]	Estimated Supportable Retail Sq. Ft (Demand): Existing HH Only		Estimated Supportable Retail Sq. Ft (Demand): Existing + Incremental New HH
Retail and Food Services							
Motor Vehicle Parts Dealers Only	$1,424,804	$203,405	$1,628,209	$313	4,500	-	5,200
Home Furnishings and Appliance Stores	$1,958,024	$328,516	$2,286,540	$658	3,000	-	3,500
Bldg. Matrl. and Garden Equip. and Supplies	-	$202,910	$202,910	$446	-	-	-
Food and Beverage Stores	-	$882,691	$882,691	$550	-	-	1,600
Gasoline Stations	-	$500,350	$500,350	$1,868	-	-	-
Clothing and Clothing Accessories Stores	$1,016,248	$213,706	$1,229,953	$464	2,200	-	2,600
General Merchandise Stores	$11,143,772	$641,576	$11,785,347	$452	24,700	-	26,100
Food Services and Drinking Places	-	$573,681	$573,681	$617	-	-	-
Other Retail	-	$463,053	$463,053	$262	-	-	1,800
Total	**$15,542,847**	**$4,009,886**	**$19,552,734**	**-**	**34,400**	**-**	**40,800**

Source: EPS.

NOTE: FIGURES MAY NOT TOTAL BECAUSE OF ROUNDING.

[1] See Table 3-4.
[2] See Table 3-5.
[3] See Table D-6.
[4] Includes estimated supportable retail if demand is greater than 1,000 square feet. Numbers have been rounded.

[17] Supportable square feet is calculated by dividing estimated supportable sales by average total retail sales per square foot as shown in **Table D-6**.

4. Major Economic Drivers and Business Trends

This chapter examines the economic characteristics and health of the County. The purpose is to develop an understanding of what creates and moves the County's economy. This chapter comprises the following key analytic elements:

- **Labor Force and Employment** Reflects trends in the County's labor force and employment, including industry and employment characteristics, commuting patterns, and major employers.
- **Economic Composition** examines the economic base by industry for the County, the Gross Regional Product, and the industry location quotient.
- **Asset Map** provides a geographical depiction of where the different sectors are located within the County.
- **Major Development Projects** provides a look at any of the larger residential or nonresidential projects that are underway within the County.
- **Gaps and Barriers** examines the County's real estate gaps and potential barriers to future development.

Supporting data tables underlying the figures presented in this chapter are included in **Appendix E**.

Labor Force

Labor Force (Employed Residents) by Industry

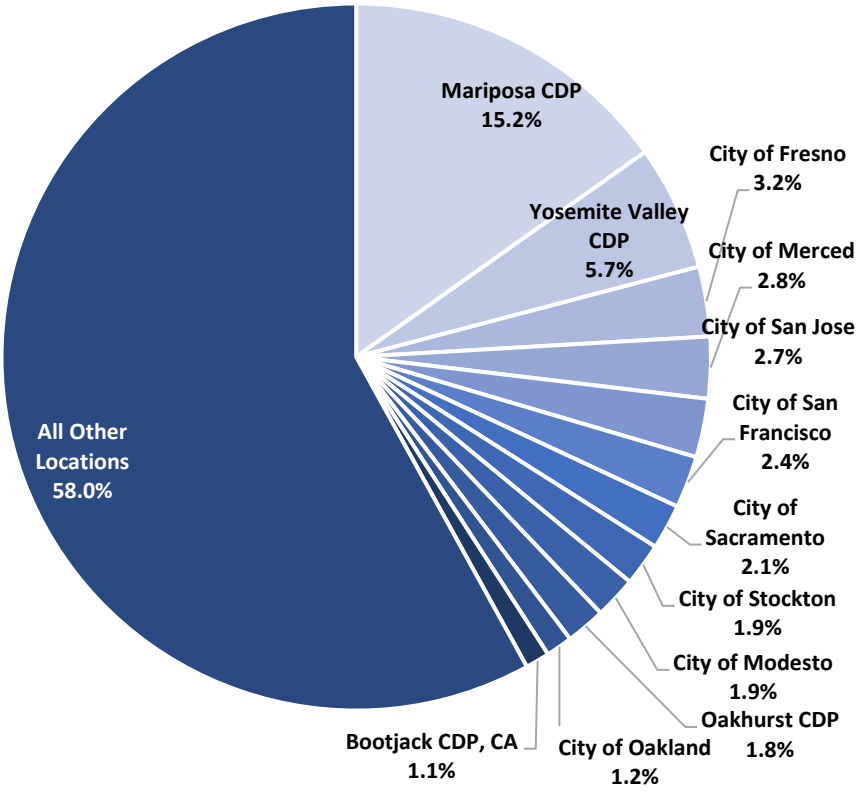
Mariposa has almost twice the number of employed residents (labor force) than jobs. Mariposa County has a labor force comprising a little over 8,100 resident-workers and about 4,800 jobs. Between 2010 and 2020, the labor force increased by about 50 people, while total jobs decreased by about 170 jobs, with a large decline in Accommodation and Food Services jobs of about 280 jobs (and offsetting gains in other industries).

The County's labor force participation rate is 52 percent as of 2020, much lower than the State's rate of 64 percent, likely a result of the County's relatively older population. Nearly 70 percent of employed residents commute outside of the County for work and about 50 percent of local jobs are filled by workers that do not live in the County. Amongst the 8,100 employed residents in the County, about 30 percent (2,500) are residents who both live and work in the County, and 70 percent (5,660) commute to jurisdictions outside of the County including the cities of Fresno, Merced, San Jose, San Francisco, Sacramento, Stockton, and Modesto. See **Table E-1**, **Table E-2**, and **Figure 4-1**.

Labor force includes all residents of an area age 16 and older who are classified as both employed and unemployed. Conceptually, the labor force level is the number of people who are either working or actively looking for work.

Jobs refers to the number of job positions in a specified geography where a worker is employed with positive earnings. This includes part-time and full-time positions and reflects positions, not people.

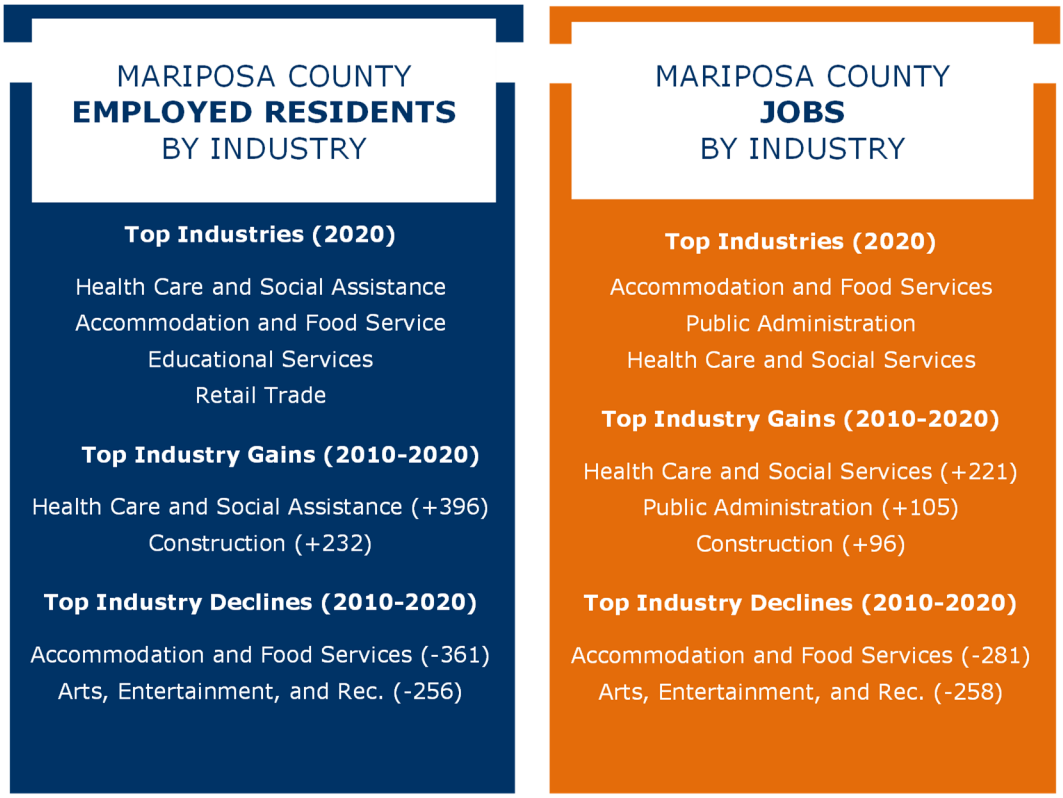
Figure 4-1. Where Mariposa County Residents Work (2020)



Source: OnTheMap 2020; EPS.

Similar to statewide patterns, Healthcare and Social Assistance represents the top industry in the County for resident workers and has experienced the largest labor force gains over the last decade. The County's labor force added about 50 employed residents to the population between 2010 and 2020, an increase of less than 1 percent. Similar to statewide patterns, Healthcare and Social Assistance stands as the top industry in the County for resident workers (14 percent) and has also experienced the largest labor force growth between 2010 and 2020, adding almost 400 resident workers within the County. Other key industries for resident workers that live in the County include Accommodation and Food Services (13 percent), Educational Services (10 percent), and Retail Trade (10 percent). See **Figure 4-2** and **Table E-1**.

Figure 4-2. Employed Residents and Jobs Comparison: Mariposa County (2020)



Employment

Jobs by Industry

The County's top employment industries (jobs) align with its reliance on tourism to the County's key asset, Yosemite National Park. The top job industry in the County is Accommodation and Food Services (28 percent). In addition to Yosemite National Park, the County is a popular destination for outdoor activities including river rafting/kayaking, mountain biking, hiking, fishing wildflower viewing, as well as many historical attractions. Even with a large loss of over 280 jobs mentioned above, the Accommodation and Food Services industry remained the top job industry in the County. The Healthcare and Social Assistance industry experienced the highest amount of job growth in Mariposa adding over 220 jobs, followed by Public Administration, which added 105 jobs, and then Construction, which added 96 jobs. Other key job industries within the County include Public Administration (14 percent), Health Care and Social Assistance (12 percent), and Arts, Entertainment, and Recreation (10 percent).
See **Table 4-1**.

More than 40 percent of the County's employees earn annual wages that equate to below the median earning wage for the County. Accommodation and Food Services is the largest job industry (even with the large decrease in employees) in the County and pays an average annual wage of less than $25,000 per employee, less than the about $30,000 median earning wage for the County as a whole. See **Table 4-1**. Average annual wages per employee for jobs in the County were approximately $43,300. Earnings per worker for jobs within the Accommodation and Food Services industry, which provides the highest proportion in the County, fall well below the County average. Wages per employee for the Education and Health Services industry, the second highest proportion of jobs in the County were consistent with the County average. See **Table 4-1**.

Major Employers

The County's largest employers are concentrated in the following sectors and include the following selected employers. A comprehensive listing of employers in the County by industry sector (as of [date]) is provided in **Appendix E Table E-3**.

- **Arts, Entertainment, and Recreation.** Yosemite Concession Services.
- **Accommodation and Food Services.** Tenaya Lodge Inc.; Big Trees Lodge; Majestic Yosemite Hotel.
- **Administrative Government.** CalFire (Forestry & Fire Protection).
- **Healthcare and Social Assistance.** John C. Fremont Healthcare District.
- **Real Estate Rental and Leasing.** Mariposa County Board of Realtors (California Association of Realtors).

Table 4-1. Total Job Earnings by Industry: Mariposa County (2010 and 2022 in 2022$)

Item	2010 Jobs [1]	2010 Average Annual Wage per Job [2]	2020 Jobs [1]	2020 Average Annual Wage per Job [2]	2010-2020 Change Jobs [1]	2010-2020 Change Average Annual Wage per Job [2]
INDUSTRY						
Agriculture, Forestry, Fishing and Hunting	25	$16,753	30	$25,945	5	$9,191
Mining, Quarrying, and Oil and Gas Extraction	0	NA	1	NA	1	NA
Utilities	71	$29,097	66	$29,097	(5)	$0
Construction	148	$34,443	244	$58,791	96	$24,348
Manufacturing	108	$32,582	81	$52,702	(27)	$20,120
Wholesale Trade	14	$42,846	37	$42,846	23	$0
Retail Trade	277	$24,864	319	$33,297	42	$8,433
Transportation and Warehousing	74	$35,199	69	$43,376	(5)	$8,176
Information	19	$64,668	9	$51,562	(10)	($13,106)
Finance and Insurance	28	$31,607	21	$48,527	(7)	$16,920
Real Estate and Rental and Leasing	44	$21,486	76	$38,251	32	$16,765
Professional, Scientific, and Technical Services	87	$32,571	142	$49,870	55	$17,299
Management of Companies and Enterprises	78	$14,841	8	$38,232	(70)	$23,390
Administration & Support, Waste Management and Remediation	132	$25,877	56	$25,877	(76)	$0
Educational Services	392	$37,332	419	$53,952	27	$16,620
Health Care and Social Assistance	373	$29,765	594	$29,173	221	($592)
Arts, Entertainment, and Recreation	753	$46,509	495	$63,728	(258)	$17,219
Accommodation and Food Services	1,618	$23,098	1,337	$24,189	(281)	$1,091
Other Services (excluding Public Administration)	164	$16,933	129	$40,847	(35)	$23,914
Public Administration	589	$39,910	694	$63,364	105	$23,454
TOTAL/AVERAGE ALL INDUSTRIES	**4,994**	**$30,772**	**4,827**	**$43,312**	**(167)**	**$12,540**

Source: U.S. Census OnTheMap; State of California Employment Development Department (EDD) Labor Market Information; EPS.

[1] Jobs by industry derived from U.S. Census OntheMap data.
[2] Average annual wages per job derived from State EDD Labor Market Information data.

Economic Composition

Economic Base Analysis by Industry

The economic base of a community consists of the proportion of employment that brings wealth to the community from outside, as opposed to serving local needs. Base-sector activities produce a significant amount of goods and services for domestic and international export, and they typically face few geographical constraints, allowing them to operate anywhere deemed attractive. On the other hand, local-sector activities are located to serve a local market's residents or base sectors and produce goods and services for local consumption, which generally moves wealth around a local area. The health of a community depends on the economic base, and therefore it deserves close attention and monitoring. **Economic base-sector activities represent a small proportion of the County economy and should be nurtured to stimulate net new wealth in the County.** Recent studies have found that 25 percent of the State's employment is supported by economic base activities, compared to about 12 percent of the County's employment, led by employment in Wholesale Trade, Manufacturing, Professional Services, and Agriculture.[18] The remaining 88 percent of jobs in the County are represented by "local-serving" activities supported by existing wealth in the economy. Refer to **Table 4-1**. See **Table E-4** for NAICS definitions.

Base-Sector Industries (NAICS)

Agriculture, Forestry, Fishing and Hunting (11)
Mining, Quarrying, and Oil and Gas Extraction (21)
Manufacturing (31-33)
Wholesale Trade (42)
Transportation and Warehousing (48-49)
Information (51)
Finance and Insurance (52)
Professional, Scientific, and Technical Services (54)
Management of Companies and Enterprises (55)
Arts, Entertainment, and Recreation (71)

The largest share of the County's base employment, as shown in **Table 4-2**, belongs to Wholesale Trade with about 36 percent of total base employment. The next largest contributors to the Region's base employment are the Manufacturing, Professional, Scientific, and Technical Services, and Agriculture, Forestry, Fishing, and Hunting sectors. Of these base industries, only Professional, Scientific, and Technical Services and Agriculture experienced recent employment growth.

[18] California Chamber of Commerce, 2019. *Trade Statistics - Advocacy - California Chamber of Commerce*. [online] Available at: https://advocacy.calchamber.com/international/trade/trade-statistics/ [Accessed November 2020].

Table 4-2. Economic Base Analysis: Mariposa County (2021)

Item	Regional Base Economy [1]			
	Total Employment	Economic Base Share	Base Employment	Percentage Base Employment
Base Analysis by Industry (NAICS)				
Agriculture, Forestry, Fishing and Hunting (11)	323	27.5%	89	9.4%
Mining, Quarrying, and Oil and Gas Extraction (21)	46	44.6%	20	2.2%
Utilities (22)	33	0.0%	0	0.0%
Construction (23)	505	0.0%	0	0.0%
Manufacturing (31-33)	318	82.0%	260	27.6%
Wholesale Trade (42)	349	98.5%	344	36.4%
Retail Trade (44-45)	522	0.0%	0	0.0%
Transportation and Warehousing (48-49)	87	25.7%	22	2.4%
Information (51)	26	16.3%	4	0.4%
Finance and Insurance (52)	222	4.6%	10	1.1%
Real Estate and Rental Leasing (53)	344	3.3%	11	1.2%
Professional, Scientific, and Technical Services (54)	401	44.3%	178	18.8%
Management of Companies and Enterprises (55)	98	0.0%	0	0.0%
Admin., Support & Waste Mgmt Svcs (56)	145	0.0%	0	0.0%
Educational Services (61)	42	0.0%	0	0.0%
Health Care and Social Assistance (62)	551	0.0%	0	0.0%
Arts, Entertainment, and Recreation (71)	370	1.6%	6	0.6%
Accommodation and Food Services (72)	1,349	0.0%	0	0.0%
Other Services (except Public Administration) (81)	436	0.0%	0	0.0%
Government Enterprises (9A)	136	0.0%	0	0.0%
Administrative Government (9B)	1,828	0.0%	0	0.0%
Total [2]	**8,129**	**11.6%**	**945**	**100.0%**

Source: IMPLAN; EPS.

[1] The percentage share is derived from analysis of IMPLAN employment data.
[2] IMPLAN totals reflect total full-time, part-time, and seasonal jobs, and differ from OnTheMap totals because IMPLAN includes uniformed military, self-employed, and informally-employed workers, which are excluded in OnTheMap data. See Table E-3 for OnTheMap totals.

Gross Regional Product

The County's Gross Regional Product (GRP), a measurement of the local economy, has experienced a substantial decline in the recent past, with most of this decline attributable to local-serving activities. GRP reflects a region's economy in terms of "value added" goods and services and is a common measure of the size and productivity of a regional economy. As of 2021, the County had a GRP of $341.4 million, a decline of 46 percent in real 2021 dollars since 2015. In comparison, the State's GRP increased by about 57 percent during the same period. About half of the County's current GRP is driven by base-sector industries, including economic activity in Real Estate, Agriculture, Wholesale Trade, Information, Arts, Entertainment, and Recreation, and Professional Services. Since 2015, notable increases in base-sector industries included growth in Information and Wholesale Trade. Base-sector industries in the County that experienced a substantial decline in economic activity since 2015 include: Arts, Entertainment, and Recreation; Professional Services; and Manufacturing. Refer to **Table 4-3** and **Table 4-4**.

Table 4-3. Gross Regional Product: Mariposa County and State of California (2021$)

Item	Gross Regional Product [1]			
	Mariposa County		State of California	
	Total	% of Total	Total	% of Total
GRP by Industry (NAICS)				
Ag., Forestry, Fishing and Hunting (11)	$17,244,865	5.1%	$41,515,526,314	1.2%
Mining, Quarrying, Oil & Gas Extr. (21)	$6,298,672	1.8%	$11,255,846,204	0.3%
Utilities (22)	$8,572,999	2.5%	$44,795,568,864	1.3%
Construction (23)	$23,723,948	6.9%	$135,344,386,536	4.0%
Manufacturing (31-33)	$6,627,363	1.9%	$347,837,156,504	10.2%
Wholesale Trade (42)	$13,365,030	3.9%	$192,025,891,959	5.7%
Retail Trade (44-45)	$28,936,446	8.5%	$161,521,922,822	4.8%
Transportation and Warehousing (48-49)	$2,744,725	0.8%	$96,309,815,629	2.8%
Information (51)	$10,195,374	3.0%	$332,245,201,845	9.8%
Finance and Insurance (52)	$2,421,642	0.7%	$196,537,851,101	5.8%
Real Estate and Rental Leasing (53)	$93,343,548	27.3%	$396,610,791,474	11.7%
Prof., Scientific, and Tech. Services (54)	$7,098,053	2.1%	$414,866,562,721	12.2%
Mgmt of Companies and Enterprises (55)	$302,116	0.1%	$53,842,816,544	1.6%
Admin., Support & Waste Mgmt Svcs (56)	$5,664,121	1.7%	$106,734,458,877	3.1%
Educational Services (61)	$175,750	0.1%	$25,259,976,089	0.7%
Health Care and Social Assistance (62)	$6,115,493	1.8%	$225,883,977,516	6.6%
Arts, Entertainment, and Recreation (71)	$8,374,698	2.5%	$43,042,117,656	1.3%
Accommodation and Food Services (72)	$31,585,394	9.3%	$109,109,392,651	3.2%
Other Services (except Public Admin.) (81)	$12,030,341	3.5%	$82,394,155,865	2.4%
Government Enterprises (9A)	$7,155,045	2.1%	$36,679,490,406	1.1%
Administrative Government (9B)	$49,410,923	14.5%	$343,520,879,603	10.1%
Total	**$341,386,547**	**100.0%**	**$3,397,333,787,181**	**100.0%**

Source: IMPLAN; Bureau of Labor Statistics; EPS.

[1] Gross Regional Product includes estimated value added in each jurisdiction, based on employee compensation, other property income, and taxes on production and imports as reported by IMPLAN for 2021.

Table 4-4. Gross Regional Product Growth (in Real 2021$)

Item	2015-2021 Change in Gross Regional Product [1]			
	Mariposa County		State of California	
	Total Change	% Change	Total Change	% Change
Change GRP by Industry (NAICS)				
Ag., Forestry, Fishing and Hunting (11)	$1,150,479	7.1%	$16,146,812,253	63.6%
Mining, Quarrying, Oil & Gas Extr. (21)	$1,459,533	30.2%	$5,918,098,969	110.9%
Utilities (22)	$4,109,429	92.1%	$13,593,994,080	43.6%
Construction (23)	($6,507,439)	(21.5%)	$81,741,213,562	152.5%
Manufacturing (31-33)	($7,954,202)	(54.5%)	$195,671,011,503	128.6%
Wholesale Trade (42)	$2,606,376	24.2%	$92,754,724,254	93.4%
Retail Trade (44-45)	($13,943,289)	(32.5%)	$88,994,709,501	122.7%
Transportation and Warehousing (48-49)	($702,755)	(20.4%)	$62,120,641,777	181.7%
Information (51)	$3,299,274	47.8%	$186,827,197,408	128.5%
Finance and Insurance (52)	($3,769,951)	(60.9%)	$129,701,736,953	194.1%
Real Estate and Rental Leasing (53)	$1,850,984	2.0%	($29,980,918,500)	(7.0%)
Prof., Scientific, and Tech. Services (54)	($15,488,396)	(68.6%)	$300,722,679,297	263.5%
Mgmt of Companies and Enterprises (55)	($2,131,070)	(87.6%)	$48,548,145,234	916.9%
Admin., Support & Waste Mgmt Svcs (56)	$1,890,143	50.1%	$85,637,504,303	405.9%
Educational Services (61)	($3,025,757)	(94.5%)	$20,863,535,396	474.6%
Health Care and Social Assistance (62)	($10,608,370)	(63.4%)	$186,460,646,485	473.0%
Arts, Entertainment, and Recreation (71)	($23,885,028)	(74.0%)	$22,458,511,548	109.1%
Accommodation and Food Services (72)	($70,168,420)	(69.0%)	$67,678,245,881	163.4%
Other Services (except Public Admin.) (81)	($8,733,716)	(42.1%)	$50,370,341,038	157.3%
Government Enterprises (9A)	$2,379,519	49.8%	$31,548,816,319	614.9%
Administrative Government (9B)	($142,542,272)	(74.3%)	$277,421,330,669	419.7%
Total	**($290,714,928)**	**(46.0%)**	**$1,935,198,977,932**	**57.0%**

Source: IMPLAN; Bureau of Labor Statistics; EPS.

[1] Escalation of 2015$ to 2021$ based on the Bureau of Labor Statistics annual CPI, All Urban Consumers, West Region values.
[2] Gross Regional Product includes estimated value added in each jurisdiction, based on employee compensation, other property income, and taxes on production and imports as reported by IMPLAN for 2021.

Industry Location Quotient

Specialized Industries

In evaluating the relative strength and weakness of industries in the County, a location quotient analysis on the percentage of County employment by industry relative to the nation's percentage of employment by industry was conducted.

Location quotients (LQ) are useful for evaluating the industries that are unique and specialized in a regional economy. As measured here, a location quotient shows the industry's share of an area's employment relative to the national average. For example, a location quotient of 2.0 indicates that an industry accounts for twice the share of employment in the area than it does nationally, and a location quotient of 0.5 indicates the area's share of employment in the occupation is half the national share.

Industries with low specialization but recent job growth may indicate emerging economic strengths that merit attention. EPS evaluated the relative strengths and weaknesses of industries in the County using a location quotient analysis on the percentage of County employment by industry relative to the nation's percentage of employment by industry. The Agriculture, Forestry, Fishing, and Hunting, Wholesale Trade, and Real Estate and Rental and Leasing sectors emerged as the most highly specialized industries in the County, although, in terms of jobs, the Agriculture industry is small, the Wholesale Trade industry is small but experienced some job growth, and the Real Estate sector experienced an increase in job over the last decade.

The Professional, Scientific, and Technical Services industry was determined to be underrepresented (exhibiting a low specialization) in the County but experienced recent employment gains. This industry has the potential to become a more dominant sector of the County economy, strengthening and diversifying the local economy, and merit targeted economic development activities in collaboration with regional workforce organizations such as the County's Economic Development Department, the Mariposa County Economic Development Corporation, the Mariposa Chamber of Commerce, the Mariposa County Tourism Bureau, and the Mariposa County Visitor Center.

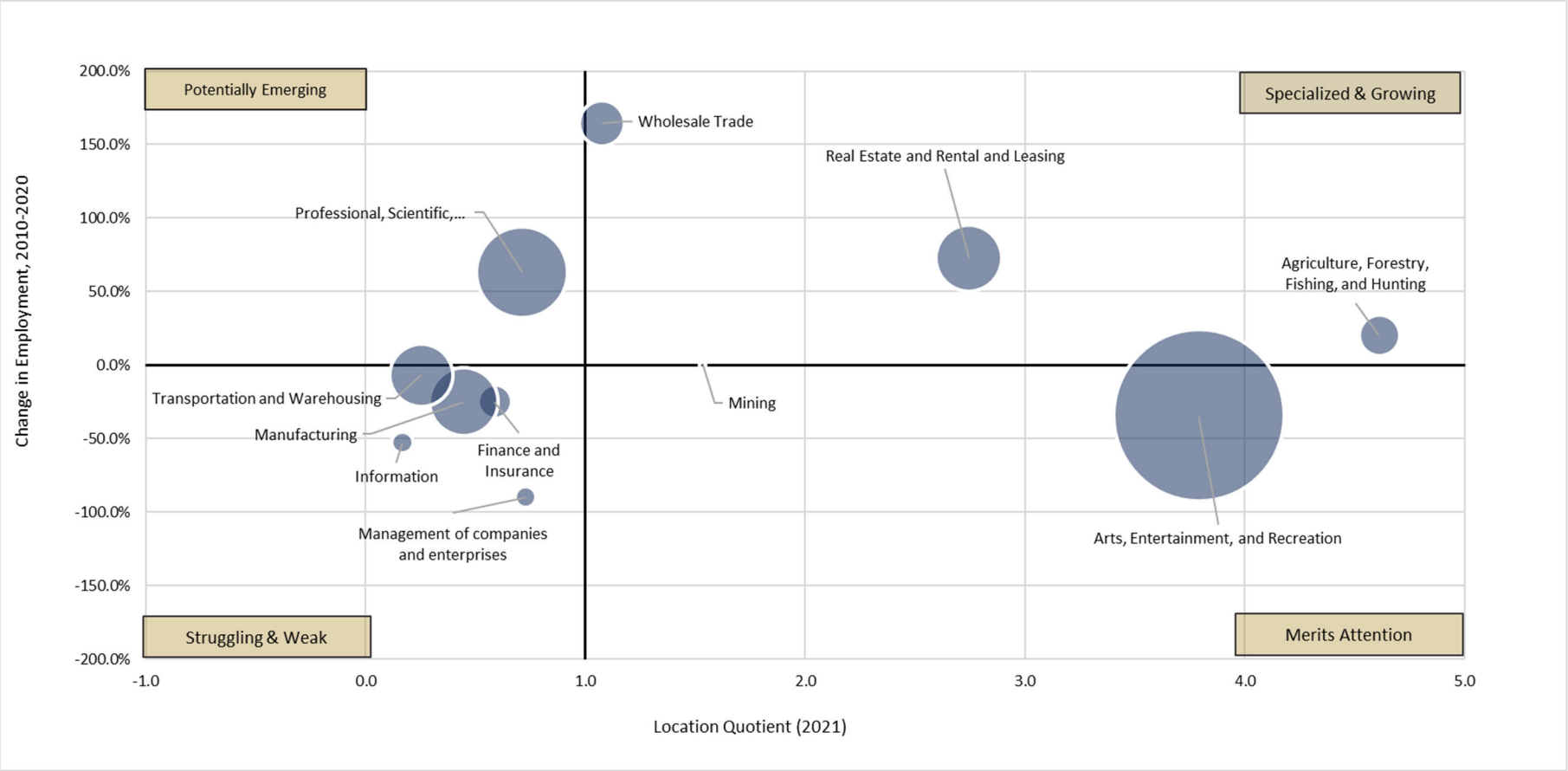
A combination of low specialization and employment declines indicate struggling sectors of the County economy, which included Finance & Insurance, Information, Management of Companies, and Manufacturing. See **Figure 4-3**, **Figure 4-4**, and **Table E-5**.

Figure 4-3. Mariposa County Base Industry Status

Potentially Emerging Base Industries **(Not Specialized but Moderate Employment Growth)** Professional, Scientific, and Technical Services	**Specialized & Growing Base Industries** **(Specialized and Experiencing Employment Growth)** Agriculture, Forestry, Fishing, and Hunting Real Estate and Rental and Leasing Wholesale Trade
Struggling Base Industries **(Not Specialized and Employment Losses)** Mining Management of Companies and Enterprises Finance and Insurance Manufacturing Transportation and Warehousing Information	**Base Industries Potentially Meriting Attention** **(Specialized but Experiencing Employment Loss)** Arts, Entertainment, and Recreation

Source: Bureau of Economic Analysis; IMPLAN; EPS. See Figure 4-4.

Figure 4-4. Location Quotient Analysis for Mariposa County (2021)



Source: Bureau of Economic Analysis; IMPAN; U.S. Census OnTheMap; EPS.

Asset Maps

EPS prepared a complete inventory of County businesses, which has been provided to the County under a separate cover. **Table 4-5** and **Map 4-1** summarize and display existing County establishments categorized by the industry clusters defined in the EVS. The County shows strength in the Construction and Building Materials Industry Cluster with approximately 156 existing establishments, followed by 80 establishments in the Food & Beverage Production, Process, & Distribution cluster, and 16 establishments in the Small-Scale Advanced Manufacturing cluster. Within the existing EVS-defined clusters, about 77 percent of businesses are local serving with 23 percent of businesses categorized as economic base industries, which generate net new wealth and drive growth in other industries.

Map 4-2 displays the existing County establishments by 2-digit NAICS code. Not surprisingly, the NAICS code category with the highest percentage of existing establishments at 35 percent of all County businesses is Travel, Tourism, Recreation, and Retail, followed by Public Benefit and Business and Finance, which includes real estate and rental and leasing both categories comprising 17 percent of the County's establishments. A summary of can be found in **Appendix Table E-6**).

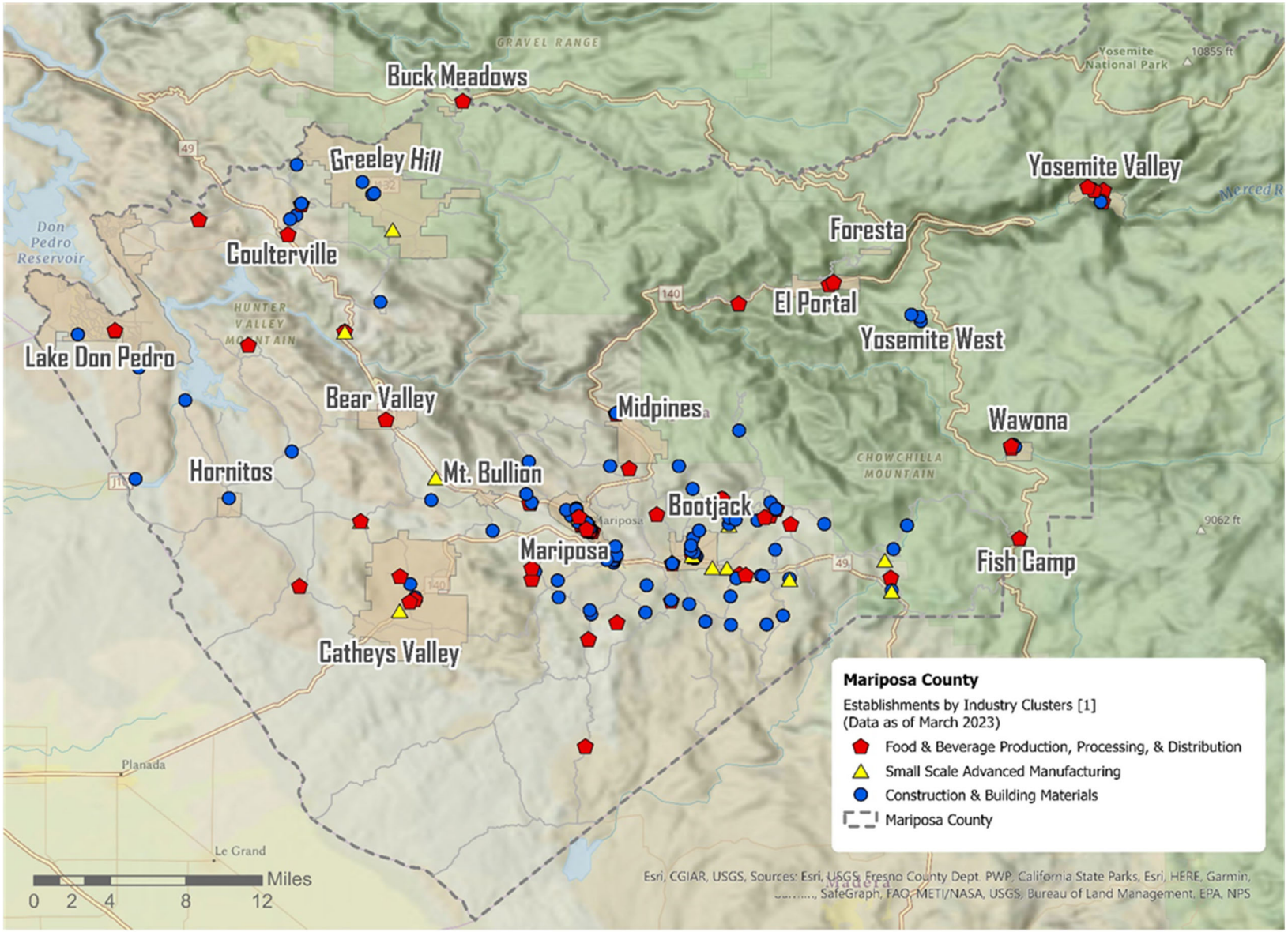
Table 4-5. Target Industry Clusters Identified in May 2017 Economic Vitality Strategy: Mariposa County

Item	NAICS Code [1]	Mariposa County Establishments		
		Local-Serving [1]	Base [1]	Total
EVS TARGETED CLUSTERS AND SUBCLUSTERS				
Food & Beverage Production, Processing, & Distribution				
Agricultural Inputs and Services	2	-	17	17
Food Processing and Manufacturing	18	-	20	20
Livestock Processing	28	-	0	0
Local Food and Beverage Processing and Distribution	101	43	-	43
Subtotal		**43**	**37**	**80**
Percent of Total		*53.8%*	*46.3%*	*100.0%*
Small Scale Advanced Manufacturing				
Distribution and Electronic Commerce	10	-	10	10
Information Technology and Analytical Instruments	23	-	1	1
Lighting and Electrical Equipment	27	-	1	1
Metalworking Technology	32	-	2	2
Nonmetal Mining	34	-	1	1
Production Technology and Heavy Machinery	40	-	1	1
Subtotal		**0**	**16**	**16**
Percent of Total		*0.0%*	*100.0%*	*100.0%*
Construction & Building Materials				
Construction Products and Services	9	-	3	3
Wood Products	51	-	0	0
Local Utilities	104	9	-	9
Local Real Estate, Construction, and Development	115	144	-	144
Subtotal		**153**	**3**	**156**
TOTAL		**197**	**57**	**254**
Percent of Total		*77.4%*	*22.6%*	*100.0%*

Source: DataAxle, as of March 2023; Mariposa County; EPS.

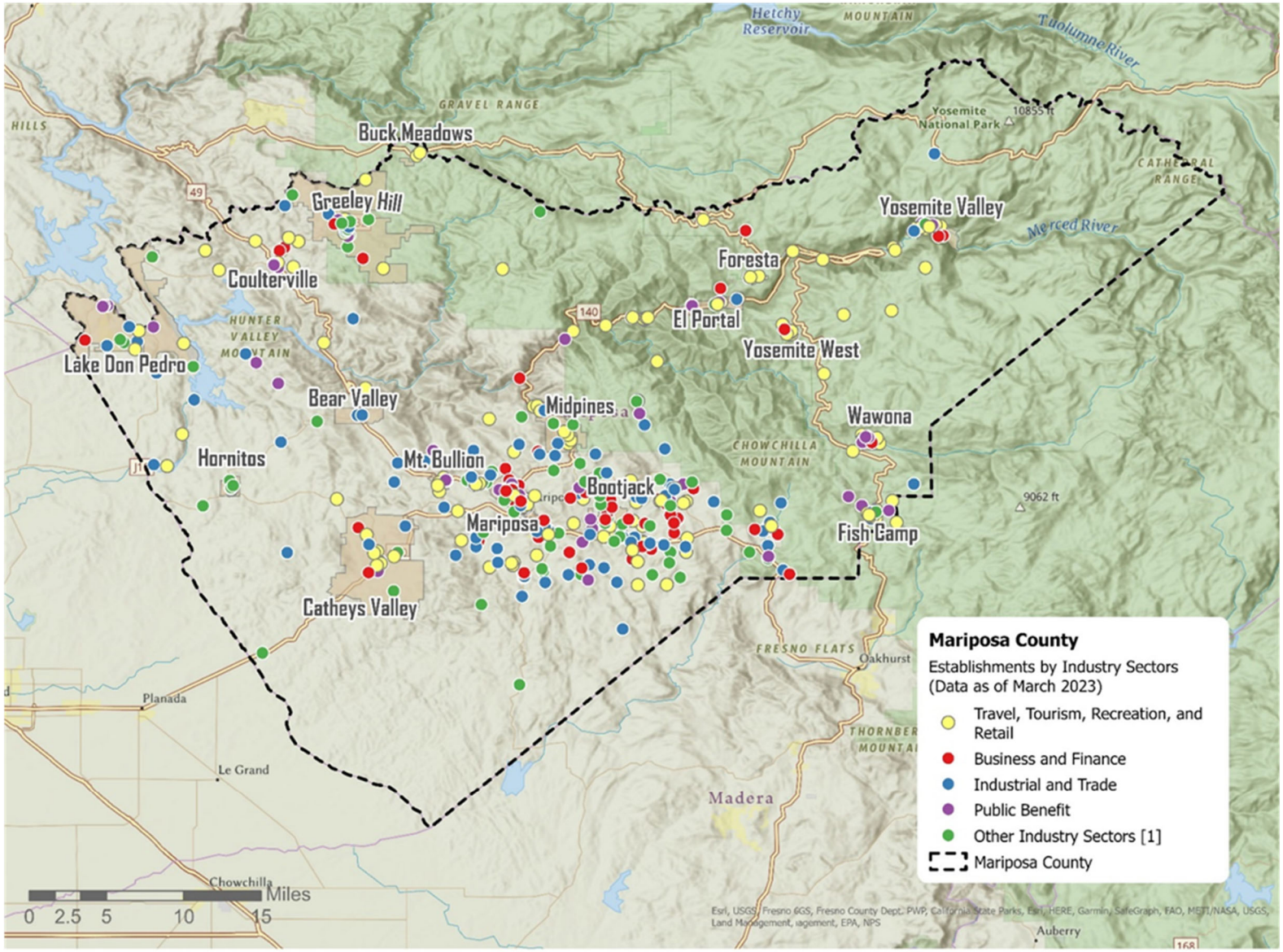
[1] A region's economy is composed of two types of activities (business establishments conducting economic activity): "local-serving" activities, which serve the local population and generally move wealth within the local area; and "economic base" activities, which represent activities that generate net new wealth and drive growth in other industries.

Map 4-1. Establishments by Industry Clusters: Mariposa County (2023)



[1] Establishments by Industry Clusters Targeted in the May 2017 County Economic Vitality Strategy.

Map 4-2. Establishments by Industry Sectors: Mariposa County (2023)



[1] Other Industry Sectors include service establishments such as hair salons, spas, auto repair, churches, etc. and unclassified establishments.

Major Development Projects

Commercial, residential, and mixed-use projects that are in the planning stages within the County's pipeline include:

Commercial Projects

- **Wildhaven Yosemite** is an Adventure Ranch Property on 36 acres comprising a campground with 80 canvas tents, zip lines, a bathhouse, and parking located at 4808 Highway 140.
- **Tenaya Lodge Zip Line & Summerdale Project.** This project comprises recreational and dining facilities including 6 zip lines and 2 sky bridges, trails, as well as the remodeling of existing restaurants.
- **Mariposa Biomass Project.** This proposed project includes a 2.4 MW Bioenergy Facility and a woodchip storage yard located in Mariposa Industrial Park.
- **Delaware North Tenaya Cabins.** The proposed project includes 54 pre-manufactured cabins and a 2,700-square-foot clubhouse in Fish Camp.
- **KOA & Terramor.** This is a pre-application for two developments including a 90-acre KOA RV resort including 400 RV campsite stalls, bathhouse buildings, 25-50 tents sites, swimming pool, pavilion, playgrounds, maintenance facilities, and a 10,000-square foot registration building located south of Highway 140 and west of Triangle Road and the 80-acre Terramor Outdoor Resort including an 8,000-square-foot lodge, 80-90 glamping units, an open air pavilion, 1,500-square-foot wellness/spa, and maintenance facilities located on Highway 140 and Yosemite Oaks Road.
- **Brown Bear Hotel and Conference Center.** This project includes the development of 50 cabins that would sleep up to 300 guests, and a structure with a lobby/lounge, restaurant, conference center, and fitness center located in the Mariposa CDP.

Residential Projects

- **Major Subdivision No. 2009-052.** Creating 27 lots ranging from 2.61 acres to 16.87 acres on a total of 14.84 acres for residential use located at 2748 Highway 140.
- **Vallecito Subdivision project.** This project proposes the division of 98.94 acres into 26 residential lots ranging from 2.52 acres to 12.79 acres in Catheys Valley.
- **Scenic Wonders.** This project comprises 6.2 acres located in Yosemite West and includes the development of an auxiliary residence and 16 economy apartments to help serve the existing vacation rental businesses of Yosemite West.

Mixed Use Projects

- **Mariposa Creek Parkway Phase IV Special Plan project**. This multi-phase project is located in the unincorporated community of Mariposa, along California State Route 49 just north of Mariposa's central business district (CBD). The Master Plan project includes creating a pedestrian and bicyclist corridor, restoration of the creek, and development of the Trailhead and Destination Park. Phase IV includes a Special Plan comprising residential, employment, shopping, and recreation uses.
- **Silver Tip Resort Village.** This project includes the development of a 137-room resort hotel and conference center, including 2- cabins, four small conference centers, a 2-story commercial center and employee housing for about 20 employees, a tennis court, a swimming pool, and decorative ponds in Fish Camp.

Gaps and Barriers

The following section examines gaps and issues in the County's real estate market as identified through research of third-party resources and discussions with project stakeholders including property owners, real estate industry professionals, County Administration, the Economic Development Department, and the Planning Department. The outcome of this research will be used to help establish real estate needs and solutions to impediments to meeting current and projected future needs.

Identified Gaps

The quantitative and qualitative findings indicate that a major barrier to economic growth in the County is the shortage of housing, specifically housing that is affordable to local workers. The lack of affordable housing is not a problem unique to the County; it is a long-term challenge facing communities throughout California and in other major cities in the United States. Providing affordable housing, whether subsidized by the government or affordable by design (e.g., housing that is affordable based on physical design, tenancy, or financing elements), is a necessity now with more than half of renters and more than a quarter of homeowners defined as housing cost-burdened (refer to **Chapter 2** for more detail).[19]

[19] The US Department of Housing and Urban Development defines a household spending more than 30 percent of their income on housing as "cost burdened."

Stakeholders indicated that the County's residential inventory is constrained, exacerbated by a net decrease of about 350 residential units between 2010 and 2022, as shown in **Table B-2**. The housing deficiency is also demonstrated by the absorption speed of new inventory, reflected by the expediency with which the 42-unit Creekside Terrace affordable apartment was leased up. Located in Mariposa CDP, Creekside Terrace was the first multifamily affordable housing development in the County in 24 years, and while fully leased up continues to carry a waitlist. Stakeholders indicated that the lack of affordable and available housing contributes to the existing labor force leaving the County for work as well as an impediment that prevents companies from establishing space there.

The Mariposa community currently comprises a large population of older, retired residents and the stakeholders expressed that **there is a lack of land use types dedicated to attracting younger households hindering potential growth**, such as daycares, schools, children's and women's clothing, and experiential activities such as bowling and movie theaters. There is a lack of small lot residential parcels that could help provide affordable housing for younger households. Other use gaps include a lack of parcels that are zoned to accommodate light industrial development, for construction-related industries.

There is a lack of the appropriate infrastructure to support existing industries and develop future industrial space. The lack of infrastructure is a large barrier in areas like Bootjack to industry development.

Barriers to Development

Discussions with stakeholders indicated that the County's zoning and permitting processes are a barrier to achieving economic development objectives. Stakeholders expressed that zoning is not flexible enough to allow land use types that are in demand such as commercial, light industrial, and small lot residential. Stakeholders provided the following suggested changes to the County's zoning that would continue to preserve the rural character of the community:

- Increasing the allowable commercial and residential density in areas that already are developed and have most of the required infrastructure, creating walkable areas for both locals and tourists, focusing on Mariposa CDP and other CDP's main street areas.
- Rezoning additional parcels to general commercial and light industrial to increase flexibility.

Stakeholders expressed that the limited areas zoned to accommodate commercial and light industrial uses and a lack of infrastructure to support these land use types impede potential employment growth in the County's targeted industries, supporting increased economic activity in base sector industries, which generate additional wealth in the County, as discussed earlier in this chapter.

Stakeholders also indicated that the permitting process is difficult to navigate. There appear to be inconsistencies with requirements and timelines for different residential types as well as inconsistent information being provided about how to successfully acquire residential permits.

In addition, several stakeholder groups voiced concern regarding prevalent public sentiment opposing additional growth or change within the community. Concerns from existing residents regarding impacts from growth related to traffic, resource allocation, and public safety may be a barrier impeding the County's future economic development efforts.

5. Proposed Economic Development Strategies

The proposed economic development strategies outlined in this chapter are based on key findings from the technical analyses and input solicited from stakeholders as part of this Study, and a review of the County's 2017 EVS. As a goal within the Economic Development Element of the County's 2006 General Plan, the County prepared an initial EVS in 2007 which was subsequently updated in 2017. The goal of both the County General Plan and the EVS is to strengthen the tourism industry and diversify the County's economy. The 2017 EVS provides a comprehensive roadmap for achieving these countywide goals and includes a set of economic development goals, strategic initiatives, and actions (see sidebar for the 2017 EVS Goals).[20]

Mariposa County 2017 Economic Vitality Strategy Goals

1. Strengthen and enhance the tourism sector.
2. Build and maintain a healthy, balanced economy with a diversity of business and employment opportunities.
3. Maintain, strengthen, and grow local businesses.
4. Foster rural entrepreneurship.
5. Promote vibrant communities and town centers in which to live, work, and play.
6. Maintain and enhance the competitiveness of Mariposa County's workforce to support business growth, especially in target industry clusters and growth sectors. The County's targeted industries include:
    a. Food & Beverage Production, Processing, & Distribution
    b. Small Scale Advanced Manufacturing Cluster
    c. Construction & Building Materials Cluster

Upon review of the 2017 EVS, EPS found that the strategies are comprehensive and continue to provide a relevant framework for advancing economic development efforts in the County. The strategies presented in this Study are based on current economic conditions and should be viewed as supplemental to the strategic initiatives and actions outlined in the 2017 EVS.

[20] 2017 Mariposa Economic Vitality Strategy. [online] Available at: https://www.mariposacounty.org/DocumentCenter/View/57645. [Accessed June 2023].

Strategy Overview

As a result of the quantitative and qualitative information assessed as part of this Study, EPS proposes the following supplemental strategies to assist the County in recruiting and attracting new businesses as well as expanding existing businesses.

- **Strategy 1**: Prioritize expanding the supply of housing, in particular affordable and workforce housing.
- **Strategy 2**: Focus on bolstering the County's base-sector industries and strongest industry clusters.
- **Strategy 3**: Update County zoning regulations and streamline development review and approval process to support new development.
- **Strategy 4**: Expand development capacity through targeted infrastructure investments.

Strategy 1. Prioritize expanding the supply of housing, in particular affordable and workforce housing.

With the County's small, aging, and declining population that is projected to decline further, a nearly static labor force, and a declining housing supply related to the loss of homes to wildfires, the single most important *economic development* strategy on which the County should focus are ways to support and stimulate housing production in the County.

The economic health of the County is linked to the capacity to not only deliver adequate housing to meet demand, but to offer a range of housing types (i.e., different densities, sizes, tenure) to attract and retain a skilled labor force. Conversely, a restricted supply of housing has been demonstrated to contribute to economic instability and constrain economic growth by restricting labor mobility, increasing socioeconomic inequality, and increasing business costs.[21] Expanding the County's housing supply, with a focus on affordable and workforce housing, will assist in countering recent population trends and projections, bolstering the local workforce, ensuring the provision of County services and maintenance of public facilities does not deteriorate for existing residents, and supporting existing retail outlets as well as attracting new retail outlets (in particular, outlets categorized as currently experiencing leakage including General Merchandise, Motor Vehicle Parts Dealers, Home Furnishings, and Clothing Stores). This strategy builds *on* ***EVS Objective 5.2: Improve and expand the county's housing stock to accommodate the demand for worker housing and the needs of a growing population***.

[21] Barker, K., 2003. *Review of Housing Supply: Securing Our Future Housing Needs*. [online] HM Treasury. Available at: <http://news.bbc.co.uk/2/shared/spl/hi/uk/03/budget/documents/pdf/barker_review_foretoch3_396.pdf> [Accessed November 2020].

While the County does not build housing nor control local market dynamics, the County can take steps to counter projected population declines and encourage housing production. The following recommendations provide guidance for how the County can prioritize additional residential development.

- **The County should prioritize approval of proposed projects while engaging in thoughtful and diligent planning efforts to preserve the County's rural character and mitigate real and perceived impacts, including traffic, natural resource allocation, and public safety**. As discussed in **Chapter 4**, the County's residential development pipeline currently includes 89 total units, including 53 market rate units and 36 affordable units. These totals exclude any potential residential units included in the Mariposa Creek Parkway Phase IV Special Plan, which is currently in its initial planning stage. This residential development pipeline is encouraging, and the County should ensure these projects have a clear path for approval and construction.
- **The County should consider actions that could assist in planning for additional identified housing needs**. In addition to prioritizing the approval of the proposed residential projects described previously, there are several actions that the County could implement to plan for and encourage the construction of workforce and affordable housing, as outlined below.
  - Review and update the General Plan, as appropriate, to ensure that enough land is zoned for different types of residential development to serve a range of existing and future residents, including small-lot residential and smaller detached and attached housing types.
  - Consider purchasing private sites zoned to accommodate residential development and leading a residential developer solicitation process.
  - Evaluate the financial feasibility of residential development and address any challenges through regulatory changes or public subsidies.
  - For County-owned parcels zoned to accommodate residential development, consider donating or allowing deferred payments to purchase land for private residential developers to address any potential feasibility challenges.
  - In an effort to expand affordable and workforce housing options in the County, explore partnership opportunities with private and nonprofit residential developers to offer unique tenure and financing arrangements, including shared housing, cooperative housing, and the rent-to-own concept.
  - Secure direct funding through federal, State, and regional grants for affordable and workforce housing construction. The United States Department of Agriculture (USDA) Rural Housing Services and the

California Coalition for Rural Housing (CCRH) are two organizations that can be consulted for more information.

- **The County should lead informational sessions that address solutions to impacts to bolster community support for new residential development.** Addressing the real and perceived impacts from new residential development will be essential in obtaining public support. As part of any residential development entitlement process, the County should lead information sessions to bolster community support for desired residential projects. Information sessions could provide a forum for discussion regarding residential development impacts, how the County intends to address these impacts, and the importance of supporting new residential development to ensure County services, infrastructure, and commercial establishments that serve the local population remain at current levels or are potentially strengthened. Information sessions could include City Council working sessions; community meetings; social media content; information available on the County's website; and outreach to local journalists, media outlets, and community organizations.

Strategy 2. Focus on bolstering the County's base-sector industries and strongest industry clusters.

In addition to retaining and attracting a skilled workforce through housing production, rural communities require stable industries that serve the local population and visitors, and, importantly, stable and growing industries that build wealth in the community. The economic base of a community consists of the proportion of employment that brings wealth to the community from outside, as opposed to serving local needs. As discussed in **Chapter 4**, economic base-sector activities represent a small proportion of the County economy and should be nurtured to stimulate net new wealth in the County.

The strongest base-sector industries in the County are Wholesale Trade, Manufacturing, Professional Services, and Agriculture. These base-sector industries correspond well with the targeted industry clusters identified in the 2017 EVS: Food & Beverage Production, Processing, & Distribution; Small Scale Advanced Manufacturing; and Construction & Building Materials. As summarized in the asset maps in **Chapter 4**, the County shows the greatest strength in the Construction & Building Materials industry cluster with approximately 156 existing establishments, followed by 80 establishments in the Food & Beverage Production, Process, & Distribution cluster, and 16 establishments in the Small-Scale Advanced Manufacturing cluster.

EVS Objective 2.1 provides many relevant actions that should continue to guide County economic development efforts, including: engaging in marketing and branding efforts for each industry cluster; promoting workforce training; providing business support activities, including establishing a technical assistance program; and ensuring that an adequate supply of buildable sites and infrastructure is

available to meet business growth and employer needs. Based on updated and additional information about the County economy, the following recommendations provide guidance for implementing these actions.

- **The County would benefit from focused economic development efforts related to both specialized and underspecialized base sectors to support industry clusters and drive economic growth.** In the County, the base employment sectors of Wholesale Trade, Manufacturing, Professional, Scientific, and Technical Services, and Agriculture are estimated to account for over 90 percent of base-sector activities.[22] The Agriculture and Wholesale Trade sectors are estimated to be specialized relative to the nation and have experienced only small employment gains over the past decade. Professional Services and Manufacturing are both estimated to be underspecialized industries relative to the nation, although the Professional Services industry has experienced moderate employment gains while the Manufacturing industry has experienced a decline in employment over the last decade.

  The County should assist in convening working groups with the economic development organizations in the County and the owners or human resources representatives of businesses in the County's top base-sector industries (Wholesale Trade, Manufacturing, Professional Services, and Agriculture) using the comprehensive Business Inventory provided as part of this study. The purpose of these working groups would be to collect information regarding recent employment gains and declines (as applicable); current and future workforce needs, including skillsets and approximate wages; potential misalignments in the labor force and available jobs, as derived through the evaluation of commute data; gaps in downstream or upstream supply chains; and other information that would help inform retention and recruitment efforts for these industries, especially as they support the County's targeted industry clusters.

- **The County and economic development entities in the County should target base sector industries and the strongest industry cluster, Construction & Building Materials in all economic development efforts**. This recommendation should not preclude focusing on other industry clusters, as opportunities arise, but may assist the County in directing limited resources toward industries with the most potential for economic growth. Supporting the

[22] Typical characteristics of base-sector activities include these:

- Face few geographical constraints, allowing them to operate anywhere deemed attractive.
- Produce a significant amount of goods and services for domestic and international export.
- Bring net new wealth into an economy.

Conversely, local-sector activities are located to serve a local market's residents or base sectors and produce goods and services for local consumption, which generally moves wealth around a local area.

Construction & Building Materials industry cluster could support the County in realizing its most important goal of stimulating housing production in the County. The County could take the following actions to bolster the Construction & Building Materials cluster.

  - As an outgrowth of the working groups, discuss ways to support this targeted industry cluster by determining existing labor supply deficits and recruitment efforts and monitoring skill supply and demand ongoing, as well as identifying real estate demands.
  - Review and update the General Plan, as appropriate, to ensure that enough land is zoned for different types of buildings and users in this industry cluster, based on working group discussions regarding real estate demands.
  - Track and share information regarding available land or vacant buildings to accommodate existing business expansions and new businesses related to this industry cluster.
  - Identify existing apprenticeship and job training programs available to County residents and determine where gaps exist.
  - Strengthen K-12 schools by establishing formal partnerships between local businesses, non-profits, business owners, and apprenticeship and job training programs related to the targeted industry cluster.

- **The County should oversee the coordinated delivery of regional economic development and workforce development programs and services to realize economic growth in the County.** The regional economic development ecosystem contains several entities that are providing some of the services needed to help grow the economy, including the County's Economic Development Department, the Mariposa County Economic Development Corporation, the Mariposa Chamber of Commerce, the Mariposa County Tourism Bureau, and the Mariposa County Visitor Center. Strengthening the regional economic development and workforce development programs and services should allow the County to support existing businesses and align workforce skills with the demands of regional employers.

  The County should help support the effective delivery of programs and services offered by these entities by using the information collected in the working groups described previously to align resources and ensure all types of business support services are available through the network of entities. The County should prepare information (i.e., a document or list of resources) that is easily accessible on the County's website that summarizes each entity, services provided, and how to access these services.

Strategy 3. Update zoning regulations and streamline development review and approval process to support new development.

Stakeholders indicated that prohibitive zoning regulations and complexity and inconsistency in the development review and approval process represented a barrier to achieving new development in the County. Residential zoning, in particular, tends to favor large-lot residential development, which is incongruent with changing socioeconomic conditions (i.e., smaller households) and housing types that can represent affordable and workforce housing options for current and future residents (i.e., small-lot single-family, including manufactured homes, and attached single-family and small-scale multifamily typologies like townhomes, condominiums, duplexes, fourplexes, and courtyard buildings).

Regulatory processes that are complex and inconsistently applied promote distrust and add risk that increases development costs, that may potentially dissuade landowners and real estate developers from moving forward. The 2017 **EVS Action 2.1.3** indicates the County should maintain a business friendly climate by proactively addressing business concerns and reducing regulatory complexity and uncertainty. The County should expand this action to include landowners and developers applying for residential development permits, as well.

The following recommendations provide guidance to the County related to streamlining its development review and approval process.

- **The County should update zoning regulations to accommodate a diversity of housing types and real estate demands associated with targeted industry clusters.** As described in **Chapter 4**, stakeholders suggested the following specific changes to the County's zoning to preserve the rural character of the community while supporting new development opportunities.
  - Increase allowable densities in areas that already are developed and have much of the required infrastructure, such as main street corridors in the Mariposa CDP and in other CDPs in the County, to enhance pedestrian-friendly centers accommodating both residential and commercial development.
  - As described under **Strategy 1**, review and update County General Plan map and ensure residential zoning designations support a variety of housing types to accommodate changing demographic characteristics and provide opportunities for both subsidized and market-rate affordable and workforce housing.
  - As described under **Strategy 2**, review and update County General Plan map and zoning regulations to expand the number of sites zoned to accommodate commercial and industrial uses related to the County's targeted industry clusters and gaps in retail offerings, as identified in the retail leakage analysis (see **Chapter 3**).

- **The County should explore ways to support residential and commercial development opportunities through expediting the planning approval process, which will in turn reduce development costs and risk.**
  - The County should endeavor to reduce the time and expense of the planning approval process by offering ministerial-/staff-level review of targeted residential projects, in particular projects including affordable and workforce housing types, and targeted nonresidential projects that support bolstering industry clusters.
  - The County should strive to streamline and simplify the building permit process using best practices from other jurisdictions to improve coordination among County departments to make the development experience as efficient and certain as possible.
  - The County should clearly document a set of policies and procedures, based on streamlining approaches and best practices research, to be shared internally and used for training purposes to ensure consistency among staff involved in reviewing and processing development applications.
  - The County should provide information on the Planning Department page that allows the public to easily access details regarding the development process, including development-related costs imposed by the County.

Strategy 4. Expand development capacity through targeted infrastructure investments.

The initial strategies identify ways to expand the County's housing supply and private nonresidential development, including additional industry cluster development and retail outlets. However, realization of these strategies will require strategic infrastructure investments to support new development and to potentially mitigate impacts to preserve the County's desirable rural character and sense of community.

- **With constraints on available resources, the County should focus infrastructure planning efforts on the highest priority opportunity sites that are adjacent to existing developed areas.** These high-priority opportunity sites should be parcels that could accommodate residential and nonresidential projects to would help expand the County's workforce and support development opportunities for base-sector industries and the strongest industry cluster(s). These sites will be determined through working group conversations and input from the community to determine specific real estate needs and the best-positioned sites to accommodate a range of users in the Construction & Building Materials industry cluster. The County Public Works department should work with engineers to design and provide cost estimates for necessary infrastructure improvements. The County should

identify the timing for construction and include these improvements on the County's Capital Improvement Plan to help prioritize costs and needed funding.

- **Explore and identify Federal, State, and regional financing sources**. The County should conduct a focused evaluation of each available mechanism relative to level and type of funding need to fund targeted infrastructure to improve existing, vacant buildings or prepare land for development opportunities.

APPENDICES:

Appendix A: Study Area Profile

Appendix B: Residential Market Conditions

Appendix C: Real Estate Trends

Appendix D: Retail Demand

Appendix E: Economic Structure

APPENDIX A:

Study Area Profile

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Table A-1
Mariposa County
Nonresidential Market Study
Population and Household Trends (2010-2020)

Item	Mariposa County			State of California		
	Total Population	Households	Persons per Household	Total Population	Households	Persons per Household
Year						
2010	18,290	7,724	2.37	36,637,290	12,392,852	2.96
2015	17,789	7,345	2.42	38,421,464	12,717,801	3.02
2020	17,319	7,846	2.21	39,346,023	13,103,114	3.00
2010-2020 Change						
Number	(971)	122	(0.16)	2,708,733	710,262	0.05
% Change	(5.3%)	1.6%	(6.8%)	7.4%	5.7%	1.6%
Avg. Annual Change	(0.5%)	0.2%	(0.7%)	0.7%	0.6%	0.2%

Source: U.S. Census ACS 5 Year Tables DP05 and DP04; EPS.

Table A-2
Mariposa County
Nonresidential Market Study
Population by Age (2010-2020)

Item	Mariposa County				
	2010		2020		% Change
	Total	%	Total	%	2010 - 2020
Age Range					
Under 5 years	808	4.4%	751	4.3%	(7.1%)
5-19 years	2,947	16.1%	2,252	13.0%	(23.6%)
20-34 years	2,361	12.9%	2,545	14.7%	7.8%
35-54 years	5,432	29.7%	3,841	22.2%	(29.3%)
55-64 years	3,118	17.0%	3,049	17.6%	(2.2%)
65+ years	3,624	19.8%	4,881	28.2%	34.7%
Total	**18,290**	**100.0%**	**17,319**	**100.0%**	**(5.3%)**
Median Age	**47.9**		**51.8**		**8.1%**

Source: American Community Survey 5-Year Estimates Table DP05; EPS.

Table A-3
Mariposa County
Nonresidential Market Study
Population by Race and Ethnicity (2010-2020)

Item	Mariposa County					
	2010		2020		Change (2010-2020)	
	Total [2]	%	Total	%	Total	%
Race or Ethnicity [1]						
White	15,252	83.4%	13,666	78.9%	(1,586)	(10.4%)
Black	99	0.5%	266	1.5%	167	168.7%
American Indian and Alaska Native	297	1.6%	373	2.2%	76	25.6%
Asian	208	1.1%	186	1.1%	(22)	(10.6%)
Native Hawaian or Other Pacific Islander	59	0.3%	62	0.4%	-	5.1%
Some Other Race	-	-	106	0.6%	-	-
Two or More Races	676	3.7%	619	3.6%	(57)	(8.4%)
Hispanic or Latino (any race)	1,699	9.3%	2,041	11.8%	342	20.1%
Total [2]	**18,290**	**100.0%**	**17,319**	**100.0%**	**(971)**	-

Source: American Community Survey 5-Year Estimates Table DO05; EPS.

[1] All races include only non-Hispanic/Latino respondents. Hispanic or Latino respondents of any race are inlcuded in the "Hispanic or Latino (any race)" category.

Table A-4
Mariposa County
Nonresidential Market Study
Educational Attainment (2010 and 2020)

Item	Mariposa County 2010 Total	2010 %	2020 Total	2020 %	% Change 2010-2020
Educational Attainment [1]					
Less than 9th Grade	262	1.9%	404	3.0%	1.1%
9th-12th grade, No Diploma	1,110	8.1%	828	6.1%	(25.4%)
High School Graduate (Inc. Equivalency)	4,474	32.7%	3,073	22.6%	(31.3%)
Some College, No degree	3,886	28.4%	4,123	30.3%	6.1%
Associate's Degree	1,164	8.5%	1,510	11.1%	29.7%
Bachelor's Degree	1,903	13.9%	2,440	17.9%	28.2%
Graduate or Professional Degree	877	6.4%	1,219	9.0%	39.0%
Total	**13,675**	**100.0%**	**13,597**	**100.0%**	**(0.6%)**

Source: American Community Survey 5-Year Estimates Table S1501; EPS.

[1] Totals and percentages for population 25 years and over only.

Table A-5
Mariposa County
Nonresidential Market Study
Household Income: Mariposa County (2010$ and 2020$)

Item	Mariposa County					
	2010 [1]		2020		Change 2010-2020	
	Total	%	Total	%	Total	%
Income Range						
Less than $15,000	1,259	16.3%	916	11.7%	(343)	(27.2%)
$15,000-$24,999	842	10.9%	902	11.5%	60	7.1%
$25,000-$34,999	602	7.8%	1,137	14.5%	534	88.7%
$35,000-$49,999	1,251	16.2%	870	11.1%	(381)	(30.5%)
$50,000-$74,999	1,336	17.3%	1,553	19.8%	216	16.2%
$75,000-$99,999	1,027	13.3%	1,043	13.3%	15	1.5%
$100,000-$149,999	996	12.9%	792	10.1%	(205)	(20.5%)
$150,000-$199,999	232	3.0%	407	5.2%	175	75.7%
$200,000+	178	2.3%	227	2.9%	49	27.6%
Total	**7,724**	**100.0%**	**7,846**	**100.0%**	**122**	**1.6%**
Median Household Income in 2010$ and 2020$	**$49,098**		**$50,960**		**$1,862**	**3.8%**
Mean Household Income in 2022$			**$72,614**			

Source: U.S. Census Bureau, ACS Table S1901; United States Department of Housing and Urban Development FY 2022 Income Limits; State of California Department of Housing and Community Development, "State Income Limits for 2022"; EPS.

[1] Incomes for 2010 are in current dollars.

Table A-6
Mariposa County
Nonresidential Market Study
Employment Status: Mariposa County

Item	Mariposa County 2010 Total	2010 %	2020 Total	2020 %	% Change 2010-2020
Employment Status for Population 16+					
In Labor Force	8,644	56.5%	7,575	51.4%	(12.4%)
Employed	7,530		6,914		(8.2%)
Unemployed	1,114		661		(40.7%)
Not in Labor Force	6,664	43.5%	7,174	48.6%	7.7%
Total Population 16+	**15,308**		**14,749**		**(3.7%)**

Source: American Community Survey 5-Year Estimates Table DP03; EPS.

Table A-7
Mariposa County
Nonresidential Market Study
Poverty Rate by Age (2012 and 2020)

Item	Mariposa County % of Total Population 2012 [1] Total	2020 Total	2012-2020 % Change
Population Below Poverty Level			
Under 18 years	4.5%	4.4%	(0.1%)
18 to 64 years	8.2%	9.8%	1.5%
65 years and over	2.0%	1.5%	(0.5%)
Overall Poverty Rate	**14.7%**	**15.6%**	**0.9%**

Source: American Community Survey 5-year Estimates Table S1701; EPS.

[1] Data for year 2012 is used as this year is the earliest data provided.

APPENDIX B:

Residential Market Conditions

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Table B-1
Mariposa County
Nonresidential Market Study
Units Permitted by Year (2000 - 2020)

Item	Mariposa County				
	1-Unit	2-Unit	3- and 4-Unit	5-Unit +	Total
Year					
2000	87	-	-	-	87
2001	95	-	-	-	95
2002	191	-	-	-	191
2003	151	-	-	-	151
2004	178	-	-	-	178
2005	217	-	-	-	217
2006	139	-	-	-	139
2007	100	2	-	-	102
2008	54	-	-	-	54
2009	26	-	-	-	26
2010	41	4	-	-	45
2011	24	4	-	-	28
2012	28	-	-	-	28
2013	24	-	-	-	24
2014	24	-	-	-	24
2015	26	-	-	-	26
2016	32	2	-	-	34
2017	45	-	-	-	45
2018	34	2	-	-	36
2019	33	2	-	-	35
2020	37	2	-	-	39
Total 2000 - 2020	**1,586**	**18**	**-**	**-**	**1,604**
Average Per Year (2000-2020)	*79*	*1*	-	-	*80*
Total 2010-2020	**348**	**16**	**-**	**-**	**364**
Average Per Year (2010-2020)	*35*	*2*	-	-	*36*

Source: United States Department of Housing and Urban Development State of the Cities Database; EPS.

Table B-2
Mariposa County
Nonresidential Market Study
Units in Structure (2010 and 2022)

Item	Mariposa County 2010 Units	Mariposa County 2010 % of Total	Mariposa County 2022 Units	Mariposa County 2022 % of Total	Mariposa County Change Total	Mariposa County Change %	State of California 2010 Units	State of California 2010 % of Total	State of California 2022 Units	State of California 2022 % of Total	State of California Change Total	State of California Change %
Units in Structure [1]												
Single Detached Units	6,943	68.1%	6,558	66.6%	(385)	(5.5%)	7,959,078	58.2%	8,341,577	57.2%	382,499	4.8%
Single Attached Units	102	1.0%	240	2.4%	138	135.3%	966,440	7.1%	1,010,851	6.9%	44,411	4.6%
2-4 Units	515	5.1%	491	5.0%	(24)	(4.7%)	1,110,620	8.1%	1,168,669	8.0%	58,049	5.2%
5+ Units	309	3.0%	286	2.9%	(23)	(7.4%)	3,076,519	22.5%	3,500,674	24.0%	424,155	13.8%
Mobile Homes	2,319	22.8%	2,266	23.0%	(53)	(2.3%)	557,647	4.1%	562,223	3.9%	4,576	0.8%
Total Housing Units	**10,188**	**100.0%**	**9,841**	**100.0%**	**(347)**	**(3.4%)**	**13,670,304**	**100.0%**	**14,583,994**	**100.0%**	**913,690**	**6.7%**
Average Annual Units	**-**	**-**	**-**	**-**	**(29)**	**-**	**-**	**-**	**-**	**-**	**452**	**-**
Short-Term Rentals	**243**	**2.4%**	**720**	**7.3%**	**477**	**196.3%**	**-**	**-**	**-**	**-**	**-**	**-**

Source: California Department of Finance Table E-5; EPS.

[1] Per DOF, data from 2010 compared to 2022 data does not follow a normal pattern of growth or decline because they are derived from different benchmarks. The 2010-2020 file is based on the 2010 Census benchmark and has not been resolved for errors. The 2020-2022 file is based on the 2020 Census benchmark. DOF cannot close the 2010-2020 decade series and resolve any errors until the Census Bureau releases their Detailed Demographic and Housing Characteristics file, estimated in mid-2023.

Table B-3
Mariposa County
Nonresidential Market Study
Units by Age of Structure (2020)

Item	Total Housing Units	1939 or earlier	1940 - 1949	1950 - 1959	1960 - 1969	1970 - 1979	1980 - 1989	1990 - 1999	2000 - 2009	2010 - 2013	2014 or later
Mariposa County											
2020	10,525	589	382	569	1,151	1,762	2,225	2,127	1,482	195	43
% of Total	100.0%	5.6%	3.6%	5.4%	10.9%	16.7%	21.1%	20.2%	14.1%	1.9%	0.4%
State of California											
2020	14,210,945	1,283,932	822,421	1,889,798	1,881,533	2,486,977	2,139,882	1,561,612	1,551,054	254,491	339,245
% of Total	100.0%	9.0%	5.8%	13.3%	13.2%	17.5%	15.1%	11.0%	10.9%	1.8%	2.4%

Source: 2019 American Community Survey 5-Year Estimates Table DP04; EPS.

Table B-4
Mariposa County
Nonresidential Market Study
Total Residential Vacancy Rate (2010-2022)

	Total Residential Vacancy Rate			
	Mariposa County [1]		State of California	
Item	%	% Change	%	% Change
Year				
2010	24.49%	-	8.06%	-
2011	24.45%	(0.04%)	8.05%	(0.01%)
2012	24.30%	(0.16%)	8.00%	(0.05%)
2013	24.53%	0.24%	7.88%	(0.13%)
2014	24.39%	(0.14%)	7.83%	(0.05%)
2015	24.34%	(0.05%)	7.81%	(0.01%)
2016	23.96%	(0.38%)	7.72%	(0.10%)
2017	23.84%	(0.12%)	7.69%	(0.02%)
2018	23.54%	(0.29%)	7.62%	(0.07%)
2019	23.38%	(0.17%)	7.57%	(0.05%)
2020	23.31%	(0.07%)	7.56%	(0.01%)
2021	23.82%	0.51%	5.76%	(1.80%)
2022	23.82%	0.00%	5.76%	0.00%

Source: California Department of Finance E-5; EPS.

[1] Mariposa County's vacancy rate is influenced by the short-term rental and secondary home market.

Table B-5
Mariposa County
Nonresidential Market Study
Vacant Housing Units by Usage Category (2020)

Vacant Housing Units

Item	Mariposa County Vacant Housing Units					
	2010		2020		2010-2020	
	Units	% of Total	Units	% of Total	Total	% Change
Vacant Units						
For Rent	110	4.7%	349	13.0%	239	217.3%
Unoccupied Rentals	0	0.0%	16	0.6%	16	100.0%
For Sale	227	9.7%	261	9.7%	34	15.0%
Unoccupied Sold Units	0	0.0%	180	6.7%	180	100.0%
Seasonal, Recreational, or Occasional Use	1,526	64.9%	1,320	49.3%	(206)	(13.5%)
For Migrant Workers	0	0.0%	0	0.0%	0	0.0%
Other	489	20.8%	553	20.6%	64	13.1%
Total Vacant	**2,352**	**100.0%**	**2,679**	**100.0%**	**327**	**13.9%**
Vacant Units						
Vacant - Current Residence Elsewhere [1]	107	4.5%	169	6.3%	62	57.9%
Vacant - All Other	2,245	95.5%	2,510	93.7%	265	11.8%
Total Vacant	**2,352**	**100.0%**	**2,679**	**100.0%**	**327**	**13.9%**

Source: American Community Survey 5-Year Estimates Tables B25004 and B25005; EPS.

[1] Current residence elsewhere includes survey respondents who occupied a household for less than 2 months and their primary residence is inside or outside that jurisdiction, just not that specific residential unit.

Table B-6
Mariposa County
Nonresidential Market Study
Home Values by City/CDP in Mariposa County (2022$)

Item	City/CDP	Zillow Home Value Index [1]		
		April 2022	December 2022	% Change
1	Catheys Valley	$494,404	$554,091	12.1%
2	Fish Camp	$471,933	$523,248	10.9%
3	La Grange	$406,487	$410,793	1.1%
4	Mariposa	$396,190	$423,182	6.8%
5	Midpines	$372,055	$401,706	8.0%
6	Coulterville	$335,060	$348,431	4.0%
-	California	$780,145	$760,644	(2.5%)

Source: Zillow; EPS.

[1] As of April and December 2022. The Zillow Home Value Index represents the typical value of a home or condominium, defined as the home with a value between the 33rd to 67th percentile.

Table B-7
Mariposa County
Nonresidential Market Study
Monthly Contract Rent (2010$ and 2020$)

Item	Mariposa County Renter-Occupied Housing Units				
	2010		2020		2010-2020
	Amount	%	Amount	%	% Change
Monthly Contract Rent					
Less than $500	794	39.3%	361	17.5%	(54.5%)
$500 to $749	798	39.5%	497	24.1%	(37.7%)
$750 to $999	292	14.5%	479	23.2%	64.0%
$1,000 to $1,249	15	0.7%	283	13.7%	1,786.7%
$1,250 to $1,499	48	2.4%	67	3.2%	39.6%
$1,500 to $1,999	72	3.6%	198	9.6%	175.0%
$2,000 to $2,499 [1]	0	0.0%	87	4.2%	0.0%
$2,500 to $2,999	0	0.0%	0	0.0%	0.0%
$3,000 or more	0	0.0%	92	4.5%	0.0%
Total	**2,019**	**100.0%**	**2,064**	**100.0%**	**2.2%**

Source: American Community Survey 5-Year Estimates Table B25056; EPS.

[1] The top rent category from the 2010 5-Year ACS was $2,000 or more. Data in this row for 2010 reflect that value, not the $2,000 to $2,499 value.

Table B-8
Mariposa County
Nonresidential Market Study
Owner's Costs as a Percentage of Household Income by Household Income (2020$)

Housing Cost Burden by Income Bracket [1]	Mariposa County		
	Owner-Occupied Households	Share within Income Bracket	Share with Mortage
Less than $20,000			
Less than 30%	265	34.9%	0.0%
30% or more	495	65.1%	1.8%
Total	**760**	**100.0%**	**1.2%**
$20,000 to $49,999			
Less than 30%	868	59.7%	1.2%
30% or more	585	40.3%	48.7%
Total	**1,453**	**100.0%**	**20.3%**
$50,000 to $74,999			
Less than 30%	860	78.1%	14.2%
30% or more	241	21.9%	97.1%
Total	**1,101**	**100.0%**	**32.3%**
$75,000 or More			
Less than 30%	1,951	90.2%	42.2%
30% or more	213	9.8%	79.8%
Total	**2,164**	**100.0%**	**45.9%**
Totals			
Less than 30%	3,944	72.0%	24.2%
30% or more	1,534	28.0%	45.5%
Totals	**5,478**	**100.0%**	**30.7%**

Source: American Community Survey Year Estimates, Table B25101; EPS.

Table B-9
Mariposa County
Nonresidential Market Study
Overall Rent Burden (2020)

Item	Mariposa County	
	Total Renter Households	Share of Renter Households
Rent as a Percentage of Household Income [1]		
Less than 30% of Income	799	39.0%
30% to 50% of Income	605	29.5%
More than 50% of Income	644	31.4%
Subtotal Rent-Burdened Households	*1,249*	*61.0%*
Total Renter Households	**2,048**	**100.0%**

Source: American Community Survey 5-Year Estimates, Table B25070; EPS.

[1] The US Department of Housing and Urban Development defines a household spending more than 30 percent of their income on housing as "rent-burdened." Households spending more than 50 percent of income on housing are considered "severely rent-burdened."

Table B-10
Mariposa County
Nonresidential Market Study
For-Sale Housing Market Summary (2013-2022)

Item	Mariposa County							
	Homes Sold [1]	% Change from Previous Year	Average of the Monthly Median Sale Price	% Change from Previous Year	Average of the Monthly Median Price per Square Foot	Average Monthly Inventory	Average Days on Market	Average Months of Supply
Year								
2013	108	-	$198,563	-	$117	56	69	9.1
2014	113	4.6%	$245,438	23.6%	$156	81	104	9.8
2015	142	25.7%	$259,146	5.6%	$143	85	113	8.3
2016	161	13.4%	$274,542	5.9%	$159	73	128	6.9
2017	126	(21.7%)	$289,296	5.4%	$168	59	103	6.0
2018	134	6.3%	$321,333	11.1%	$177	77	104	7.5
2019	146	9.0%	$313,667	(2.4%)	$191	88	99	8.0
2020	183	25.3%	$364,796	16.3%	$190	73	118	5.6
2021	261	42.6%	$410,393	12.5%	$228	71	57	3.4
2022	256	-	$414,114	0.9%	$251	86	61	4.5
Average/Total Change	**163**	**137.0%**	**$309,129**	**108.6%**	**$178**	**75**	**96**	**6.9**

Source: Redfin; EPS.

[1] Data reflects both new construction and resale homes.

Table B-11
Mariposa County
Nonresidential Market Study
Estimated Housing Unit Value Based on Income and Housing Costs in Mariposa County (2022 in 2022$)

Item	Annual Income [1]		Estimated Maximum Housing Costs: Annual	Estimated Maximum Housing Costs: Monthly (Rent) [2]	Monthly Mortgage Cost	Loan Amount	Estimated Unit Value
Assumptions							
Maximum Monthly Housing Cost as % of Income [3]	30.00%	*A*					
Mortgage Term (In Years) [4]	30	*B*					
Mortgage Interest Rate [5]	4.99%	*C*					
Down Payment as a % of Unit Value [6]	12.00%	*D*					
Formula	*E*		*F = A * E*	*G = F / 12*	*H*	*I (see above assumptions B & C)*	*J = I / (1 - D)*
Income Level							
Very Low Income	$31,200		$9,360	$780	$492	$91,711	$104,217
Low Income	$49,850		$14,955	$1,246	$786	$146,439	$166,408
Median Income	$64,250		$19,275	$1,606	$1,013	$188,734	$214,470
Moderate Income	$77,100		$23,130	$1,928	$1,216	$226,574	$257,470
Income needed to afford County's Median House Price [7]	$96,450		$28,935	$2,411	$1,955	$364,420	$414,114

Source: Freddie Mac; State of California Department of Housing and Community Development; National Association of Realtors 2021 Home Buyers and Sellers Generational Trends Report; EPS.

[1] EPS assumes a household size of 2, rounding the average persons per household for Mariposa County. Refer to Table 3-2 for income limits.
[2] Refer to Table B-12 for detailed monthly costs calculation.
[3] The HCD standard for affordable housing costs is a maximum of 30% of annual household income being applied to housing costs.
[4] Based on a 30-year fixed-rate conventional mortgage.
[5] Interest rate are based on the average for 30-year fixed-rates from 2000 to 2021 per Freddie Mac.
[6] The median down payment percentage in 2021 for buyers of all ages according to the National Association of Realtors.
[7] See Table B-10 for the average median housing price for Mariposa County.

Table B-12
Mariposa County
Nonresidential Market Study
Estimated Monthly Housing Costs By Category in Mariposa County (2022 in 2022$)

Item	Assumptions	Estimated Monthly Cost			
		Mortgage Payment	Mortgage Insurance	Taxes and Insurance	Total
Annual Property Taxes and Homeowners Insurance	2.00%				
Mortgage Insurance as a % of Loan Amt. [1]	1.50%				
Income Level	*Annual Income [2]*				
Very Low Income	$31,200	$492	$115	$174	**$780**
Low Income	$49,850	$786	$183	$277	**$1,246**
Median Income	$64,250	$1,013	$236	$357	**$1,606**
Moderate Income	$77,100	$1,216	$283	$429	**$1,928**
City's Median House Price	$96,450	$1,955	$456	$690	**$3,101**

Source: Realtor.com; Zillow; bankrate.com; wellsfargo.com; chase.com; nerwallet.com; EPS.

[1] Mortgage insurance rate is based on an average of the estimated range of 0.55% - 2.25%. Rates are based on credit and down payment amounts.
[2] Income limits for a household size of 2 persons per the State of California Department of Housing and Community Development for 2022.

APPENDIX C:

Real Estate Trends

Table C-1 Commercial Real Estate Trends: Retail C-1

Table C-2 Commercial Real Estate Trends: Office C-2

Table C-3 Commercial Real Estate Trends: Industrial C-3

Table C-4 Commercial and Industrial Trends by County C-4

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Table C-1
Mariposa County
Nonresidential Market Study
Commercial Real Estate Trends: Retail

Mariposa County Retail Trends

Item [1]	Mariposa County											Difference (2012-2022)	Average Annual % Change (2012-2022)
	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022		
Retail Trends													
Inventory (Sq. Ft.)	147,306	147,306	147,306	147,306	147,306	147,306	147,306	147,306	147,306	147,306	147,306	0	0.0%
Inventory (Buildings)	31	31	31	31	31	31	31	31	31	31	31	0	0.0%
Vacancy Rate (Percent)	1.6%	-	0.5%	0.5%	-	-	-	-	3.6%	-	1.2%	(0.4%)	0.0%
Vacant Space (Sq. Ft.)	2,300	-	706	706	-	-	-	-	5,278	-	1,698	(602)	0.0%
Net Absorption [2]	(2,300)	2,300	-	-	-	-	-	-	-	-	(1,698)	-	-
Lease Rate NNN/Sq. Ft./Year [3]	-	-	-	-	-	-	-	-	-	-	-	-	-

Source: CoStar data retrieved January 2023; EPS.

[1] Unless otherwise noted, data reflects Q4 of each year. Dashes signify no data available through CoStar.
[2] Net absorption is for the entire calendar year.
[3] No lease rate data available through CoStar.

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Table C-2
Mariposa County
Nonresidential Market Study
Commercial Real Estate Trends: Office

Mariposa County Office Trends

Item [1]	Mariposa County 2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	Difference (2012-2022)	Average Annual % Change (2012-2022)
Office Trends													
Inventory (Sq. Ft.)	26,967	26,967	26,967	26,967	26,967	26,967	26,967	26,967	26,967	26,967	26,967	0	0.0%
Inventory (Buildings)	7	7	7	7	7	7	7	7	7	7	7	0	0.0%
Vacancy Rate (Percent)	-	-	-	4.8%	14.0%	-	-	-	-	-	34.1%	-	-
Vacant Space (Sq. Ft.)	-	-	-	1,300	3,775	-	-	-	-	-	9,200	-	-
Net Absorption [2]	-	-	-	(1,300)	(1,175)	2,475	-	-	-	-	-	-	-
Base Lease Rate/Sq. Ft./Year	-	-	-	$8.40	$8.40	-	-	-	-	-	-	-	-

Source: CoStar data retrieved January 2023; EPS.

[1] Unless otherwise noted, data reflects Q4 of each year. Dashes signify no data available through CoStar.
[2] Net absorption is for the entire calendar year.

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Table C-3
Mariposa County
Mariposa Creek Parkway
Commercial Real Estate Trends: Industrial

Mariposa County Industrial Trends

Item [1]	Mariposa County											Difference (2012-2022)	Average Annual % Change (2012-2022)
	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022		
Industrial Trends													
Inventory (Sq. Ft.)	18,445	18,445	18,445	18,445	18,445	18,445	18,445	18,445	18,445	18,445	18,445	0	0.0%
Inventory (Buildings)	4	4	4	4	4	4	4	4	4	4	4	0	0.0%
Vacancy Rate (Percent)	17.5%	52.8%	52.8%	35.2%	35.2%	-	-	-	-	-	-	-	-
Vacant Space (Sq. Ft.)	3,237	9,737	9,737	6,500	6,500	-	-	-	-	-	-	-	-
Net Absorption [2]	(3,237)	-	-	3,237	(6,500)	6,500	-	-	-	-	-	-	-
Lease Rate NNN/Sq. Ft./Year [3]	-	-	-	-	-	-	-	-	-	-	-	-	-

Source: CoStar data retrieved January 2023; EPS.

[1] Unless otherwise noted, data reflects Q4 of each year. Dashes signify no data available through CoStar.
[2] Net absorption is for the entire calendar year.
[3] No lease rate data available through CoStar.

Table C-4
Mariposa County
Nonresidential Market Study
Commercial and Industrial Trends by County (2022)

Item	2022 Trends by County and Sector [1]		
	Retail	Office	Industrial
Inventory (Sq. Ft.)			
Alpine	16,406	-	-
Mariposa	**147,306**	**26,967**	**18,445**
Mono	734,857	48,095	135,627
Calaveras	1,395,242	262,237	333,365
Amador	1,768,783	300,253	341,604
Madera	6,691,200	1,625,940	9,549,161
Tuolumne	2,427,973	523,685	657,164
Vacancy			
Alpine	-	-	-
Mariposa	**1.2%**	**34.1%**	**-**
Mono	1.9%	-	-
Calaveras	3.1%	3.8%	1.8%
Amador	4.9%	4.6%	-
Madera	3.8%	3.3%	1.9%
Tuolumne	3.6%	4.3%	2.8%
Net Absorption			
Alpine	2,384	-	-
Mariposa	**(1,698)**	**-**	**-**
Mono	6,389	-	5,336
Calaveras	(20,177)	(7,933)	(1,000)
Amador	(55,641)	(1,740)	81,176
Madera	36,814	19,501	476,846
Tuolumne	3,390	(3,535)	(15,000)
Lease Rate [2]			
Alpine	-	-	-
Mariposa	**-**	**-**	**-**
Mono	$28.13	-	-
Calaveras	$16.20	-	-
Amador	$15.48	$17.55	-
Madera	$12.56	$17.28	$6.93
Tuolumne	$16.56	$15.79	-

Source: CoStar data retrieved January 2023; EPS.

Note: A dash indicates data is not available from CoStar.

[1] Counties reflect those included in the south central California geography. Excludes Merced, San Joaquin, and Stanislaus counties give the location along the I-5 corridor and proximate location to major Central Valley and Bay Area markets.
[1] Retail and Industrial lease rates are NNN, office lease rates are the base rent.

APPENDIX D:

Retail Demand

Table D-1	Estimated Taxable Retail Sales: Mariposa County	D-1
Table D-2	Comparison of Taxable and Total Sales: State of California	D-2
Table D-3	U.S. Household Income Spent on Retail—2020	D-3
Table D-4	United States Consumer Expenditures	D-4
Table D-5	Historical Population and Potential Household Growth	D-5
Table D-6	Total Retail Sales per Square Feet	D-6

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Table D-1
Mariposa County
Nonresidential Market Study
Estimated Taxable Retail Sales: Mariposa County (in 2021$ and 2022$)

Mariposa County
Total Taxable Retail Sales

Item	Mariposa County 4Q 2021 [1] in 2021$	4Q 2021 [1] in 2022$	1Q, 2Q, and 3Q 2022 in 2022$	Total Estimated Annual Taxable Retail Sales 2022
Formula	*A*	*B = A *(1+.08)*	*C*	*D = B + C*
CPI Adjustment from 2021-2022		8.0%		
Retail and Food Services				
Motor Vehicle and Parts Dealers	$1,097,858	$1,185,746	$3,598,670	$4,784,416
Home Furnishings and Appliance Stores	$455,757	$492,242	$1,605,654	$2,097,896
Bldg. Matrl. and Garden Equip. and Supplies	$3,515,623	$3,797,062	$10,986,545	$14,783,607
Food and Beverage Stores	$4,375,873	$4,726,178	$14,095,550	$18,821,728
Gasoline Stations	$4,489,269	$4,848,652	$16,852,583	$21,701,235
Clothing and Clothing Accessories Stores	$775,438	$837,515	$1,557,149	$2,394,664
General Merchandise Stores	$913,517	$986,648	$1,609,599	$2,596,247
Food Services and Drinking Places	$4,301,446	$4,645,793	$16,352,837	$20,998,630
Other Retail	$20,791,137	$22,455,547	$77,351,729	$99,807,276
Total Retail and Food Services	**$40,715,918**	**$43,975,384**	**$144,010,316**	**$187,985,700**

Source: California Department of Tax and Fee Administration (CDTFA); Labor Statistics Consumer Price Index for the West Urban Region; EPS.

[1] The 2021 4th quarter estimated retail sales have been escalated to 2022 dollars using the Bureau of Labor Statistics Consumer Price Index for the West Urban Region between 2021 and 2022 of 8.0%.
[2] Taxable retail sales from the CDTFA have been adjusted to account for non-taxable sales. See Table D-2 for methodology.

Table D-2
Mariposa County
Nonresidential Market Study
Comparison of Taxable and Total Sales: State of California (2022$)

Item	NAICS Code [1]	US Census 2017 Taxable and Total Retail Sales (in $1,000s and 2017$) [2] California	Adjusted CDTFA Retail Sales from Taxable to Total Estimated in 2022$ [3] Mariposa County
Food and Beverage Stores	445		
Taxable Sales [4]		$28,799,044	$18,821,728
Total Sales [5]		$96,204,165	$62,874,611
Percent Taxable [5]		**29.9%**	**29.9%**
General Merchandise	452		
Taxable Sales [4]		$54,684,182	$2,596,247
Total Sales [5]		$73,153,989	$3,473,139
Percent Taxable [5]		**74.8%**	**74.8%**
Health and Personal Care Stores [5]	446		
Taxable Sales [4]		$13,669,415	$14,848,538
Total Sales [5]		$35,424,552	$38,480,270
Percent Taxable [5]		**38.6%**	**38.6%**

Source: California Department of Tax and Fee Administration (CDTFA) 2017 and 1Q, 2Q, 3Q 2022 and 4Q 2021; U.S. Economic Census 2017; EPS.

[1] NAICS is the North American Industrial Classification System.
[2] Detailed retail sales at the 3-digit to 5-digit NAICS level are not available from the Economic Census at the county of city level; therefore, the analysis utilizes data from the State of California from the Census.
[3] The annual data for 2022 is not yet available from the CDTFA, 2022 data estimated using 1Q, 2Q, 3Q 2022 and 4Q 2021.
[4] Taxable retail sales obtained from the CDTDA Taxable Sales in California Report, Calendar Year 2017. Sales figures kept in 2017 dollars for the purpose of establishing a relationship with data from the 2017 Economic Census.
[5] Total retail sales derived from the 2017 Economic Census. Figures kept in 2017 dollars.
[6] Taxable sales for Health and Personal Care Stores are included as part of the "Other Retail" category. The taxable sales adjustment is applied only to an estimated 15% of Other Retail sales based on the percentage of Health and Personal Care stores sales within the "Other Retail" category for the State.

Table D-3
Mariposa County
Nonresidential Market Study
U.S. Household Income Spent on Retail - 2020

Household Income Range	Average HH Income	Estimated Total Amount Spent on Retail [1]	% of Total Spent on E-Commerce [2]				Adjusted Amount Spent at Retail Stores	Adjusted % of HH Income Spent at Retail Stores
			Total Spent on E-Commerce	% Spent on Local Area "Click and Collect" E-Commerce [3]	Adjusted % Spent on Non-Local Area E-Commerce	Total Est. Amount Spent on Non-Local Area E-Commerce		
Formula	*a*	*b*	*c*	*d*	*e = c * d*	*f = b * e*	*g = b - f*	*h = g /a*
All Households	$84,352	$25,907	27.3%	10.0%	24.5%	$6,356	$19,551	23%
$30,000 - $39,999	$34,766	$18,664	19.6%	7.2%	18.2%	$3,401	$15,263	44%
$40,000 - $49,000	$44,719	$19,855	20.9%	7.7%	19.3%	$3,830	$16,025	36%
$50,000 - $69,999	$59,191	$22,309	23.5%	8.6%	21.5%	$4,786	$17,523	30%
$70,000 - $99,999	$83,593	$26,722	28.1%	10.3%	25.2%	$6,738	$19,984	24%
$100,000 - $149,999	$120,944	$36,017	37.9%	13.9%	32.6%	$11,752	$24,265	20%
$150,000 - $199,999	$171,127	$40,100	42.2%	15.5%	35.7%	$14,301	$25,799	15%
$200,000 or greater	$318,252	$53,015	55.8%	20.5%	44.4%	$23,522	$29,493	9%

Sources: U.S. Bureau of Labor Statistics, "Table 1203. Income before taxes: Annual expenditure means, shares, standard errors, and coefficients of variation, Consumer Expenditure Survey, 2020"; U.S. Census of Retail Trade, "Estimated Quarterly U.S. Retail Sales: Total and E-commerce"; Adobe Analytics, CNBC, and E-Marketer Insider Intelligence; EPS.

[1] BLS Retail data comprises the categories most closely matched with those given by the State of California Department of Tax and Fee Administration.

[2] Based on the U.S. Census of Retail Trade, "Estimated Quarterly U.S. Retail Sales (Not Adjusted): Total and E-commerce." Similar e-commerce spending data by income level are not available at the State level or lower. Percentages for income spent on e-commerce are adjusted relative to average amount spent on retail for each income category.

[3] The popularity of "Click and Collect" e-commerce sales (buy online and pick up at a local area store) is projected to continue to increase even after an initial surge caused by the Pandemic. Estimates from various sources such as Adobe Analytics, CNBC, and E-Marketer Insider Intelligence project that Click and Collect sales accounted for about 10 percent of total e-commerce sales.

Table D-4
Mariposa County
Nonresidential Market Study
United States Consumer Expenditures (2021$)

Retail and Food Services	Total Spending on Retail (in 000's) [1] In Rural Areas	E-Commerce Spending: % Spent on E-Commerce [2]	E-Commerce Spending: % Spent on Local Area E-Commerce via "Click and Collect" [3]	E-Commerce Spending: Adjusted % Spent on Non-Local Area E-Commerce	Adjusted Spending at Retail Stores (in 000's)	Adj. % of Spending at Retail Stores by Retail Category
Motor Vehicle and Parts Dealers [4] [5]	$61,954,994	4.0%	0.4%	3.6%	$59,728,732	5.1%
Home Furnishings and Appliance Stores	$142,216,075	35.7%	3.6%	32.2%	$96,466,760	8.2%
Bldg. Matrl. and Garden Equip. and Supplies	$63,595,135	7.0%	0.7%	6.3%	$59,583,323	5.1%
Food and Beverage Stores	$266,443,510	3.0%	0.3%	2.7%	$259,197,201	22.0%
Gasoline Stations	$146,924,866	NA	NA	NA	$146,924,866	12.5%
Clothing and Clothing Accessories Stores	$85,869,304	29.9%	3.0%	26.9%	$62,753,502	5.3%
General Merchandise Stores [5]	$212,424,680	12.6%	1.3%	11.3%	$188,395,066	16.0%
Food Services and Drinking Places	$168,458,327	NA	NA	NA	$168,458,327	14.3%
Other Retail	$135,972,959	NA	NA	NA	$135,972,959	11.5%
Total	**$1,283,859,849**				**$1,177,480,736**	**100.0%**

Source: U.S. Bureau of Labor Statistics (BLS), "Table 1203. Income before taxes: Annual expenditure means, shares, standard errors, and coefficients of variation, Consumer Expenditure Survey, 2020"; U.S. Retail Trade Sales - Total and E-commerce (1992-2020); Sales for U.S. Electronic Shopping and Mail-Order Houses (NAICS 4541) - Total and E-commerce by Primary Business Activity (2020); BLS Table 3 Supplemental Estimated Quarterly U.S. Retail Trade Sales (Not Adjusted) - Total and E-commerce; EPS.

[1] Data per the BLS, Consumer Expenditure Survey 2020 released September 2021.
[2] Percentages based on the U.S. Retail Trade Sales - Total and E-commerce from the U.S. Census. NA denotes an estimate withheld to avoid disclosing data of individual companies, excluding Motor Vehicles and Parts Dealers and General Merchandise Stores, see footnote [5].
[3] Data on household spending percentages for local "click and collect" e-commerce purchases is not readily available at this time. EPS assumes 10% based on the estimate of e-commerce sales as "click and collect" purchases. See Table A-3.
[4] Motor vehicles and parts is based on the sales from auto parts stores only and excludes new and used motor vehicle dealers.
[5] E-commerce percentages for Motor Vehicles and Parts Dealers and General Merchandise Stores estimated using BLS Table 3 Supplemental Estimated Quarterly U.S. Retail Trade Sales (Not Adjusted) - Total and E-commerce.

Table D-5
Mariposa County
Nonresidential Market Study
Historical Population and Potential Household Growth

Item	Estimates [1] 2000	2010	2020	Total Growth 2000-2020	Average Annual Growth 2000-2020 Total	Percent	Estimates 2022	Potential Growth Using Historical Average Annual Growth 2030	Potential Incremental New Growth 2022-2030
Mariposa County									
Population	17,130	18,251	17,131	1	0	0.0%	17,131	17,132	0
Households	6,613	7,693	7,372	759	38	0.5%	7,453	7,784	331

Source: California Department of Finance; EPS.

[1] Population, household, and housing units are as of April 1 of the denoted year, from the following California Department of Finance datasets:
- 2000 data: Report E-8 Historical Population and Housing Estimates for Cities, Counties, and the State, 2000-2010, prepared in November 2012.
- 2010 data: Report E-5, Population and Housing Estimates for Cities, Counties, and the State, January 1, 2011-2020, with 2010 Benchmark, prepared in May 2020.
- 2020 data: Report E-5, Population and Housing Estimates for Cities, Counties, and the State, January 1, 2021-2022, with 2020 Benchmark, prepared in May 2022.

Table D-6
Mariposa County
Nonresidential Market Study
Total Retail Sales per Square Feet (2022$)

Item	Original Data (2016$) [1]	Escalated Data (2022$) [2]	Retail Sales by Shopping Center Type							
			Neighborhood		Community		Highway Commercial		Regional	
			% [3]	No.	% [3]	No.	% [3]	No.	% [3]	No.
Total Retail Sales per Square Foot										
Motor Vehicle and Parts Dealers [4]	$250	$313	3%	$9	2%	$6	5%	$16	1%	$3
Home Furnishings and Appliance Stores	$525	$658	0%	$0	7%	$46	0%	$0	10%	$66
Bldg. Matrl. and Garden Equip. and Supplies	$356	$446	0%	$0	15%	$67	0%	$0	1%	$4
Food and Beverage Stores	NA	$550	55%	$303	24%	$132	5%	$28	3%	$17
Gasoline Stations [5]	$1,321	$1,868	1%	$19	2%	$37	10%	$187	1%	$19
Clothing and Clothing Accessories Stores	$370	$464	2%	$9	5%	$23	0%	$0	20%	$93
General Merchandise Stores	$360	$452	5%	$23	20%	$90	0%	$0	20%	$90
Food Services and Drinking Places	$492	$617	8%	$49	10%	$62	60%	$370	20%	$123
Other Retail	$209	$262	12%	$31	7%	$18	20%	$52	18%	$47
Nonretail [6]	NA	NA	14%	NA	8%	NA	0%	NA	6%	NA
Total Retail Sales Per Square Foot			**100%**	**$440**	**100%**	**$480**	**100%**	**$650**	**100%**	**$460**

Source: BizMiner 2016; ULI Dollars & Cents 2008; Bureau of Labor Statistics, "CPI-All Urban Consumers (Current Series) - West Urban"; RetailSails http://retailsails.files.wordpress.com/2011/09/rs_spsf.pdf; eMarketer pulled February 2019; respective annual SEC 10-K reports; EPS.

[1] Sales per square foot are estimated based on data from BizMiner, RetailSails, eMarketer, and annual SEC 10-K reports. Some reported figures are from previous calendar or fiscal years and have been escalated to 2022$, except when noted otherwise.
[2] Sales adjusted to December 2022 dollars based on the Consumer Price Index, All items in West urban, all urban consumers, not seasonally adjusted.
[3] Reflects percentage of total square footage by retail category by retail center type, estimated based on ULI's Dollars & Cents 2008.
[4] Reflects motor vehicle parts only; excludes taxable sales per square foot for dealerships.
[5] Estimated using ULI's Dollars & Cents, 2008, escalated to 2022 dollars.
[6] Included to account for non-taxable retail space occupants, such as services.

APPENDIX E:

Economic Structure

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Table E-1
Mariposa County
Nonresidential Market Study
Employed Residents by Industry: Mariposa County (2010 and 2020)

Item	2010 Total	2010 %	2020 Total	2020 %	2010-2020 Total Growth	2010-2020 % Growth
Industry [1]						
Agriculture, Forestry, Fishing and Hunting	272	3.4%	324	4.0%	52	19.1%
Mining, Quarrying, and Oil and Gas Extraction	16	0.2%	14	0.2%	(2)	(12.5%)
Utilities	110	1.4%	131	1.6%	21	19.1%
Construction	343	4.3%	575	7.1%	232	67.6%
Manufacturing	413	5.1%	378	4.7%	(35)	(8.5%)
Wholesale Trade	165	2.0%	183	2.3%	18	10.9%
Retail Trade	748	9.3%	776	9.6%	28	3.7%
Transportation and Warehousing	200	2.5%	250	3.1%	50	25.0%
Information	98	1.2%	86	1.1%	(12)	(12.2%)
Finance and Insurance	111	1.4%	106	1.3%	(5)	(4.5%)
Real Estate and Rental and Leasing	111	1.4%	122	1.5%	11	9.9%
Professional, Scientific, and Technical Services	274	3.4%	355	4.4%	81	29.6%
Management of Companies and Enterprises	94	1.2%	50	0.6%	(44)	(46.8%)
Administration & Support, Waste Management and Remediation	294	3.7%	382	4.7%	88	29.9%
Educational Services	807	10.0%	846	10.4%	39	4.8%
Health Care and Social Assistance	773	9.6%	1,169	14.4%	396	51.2%
Arts, Entertainment, and Recreation	659	8.2%	403	5.0%	(256)	(38.8%)
Accommodation and Food Services	1,385	17.2%	1,024	12.6%	(361)	(26.1%)
Other Services (excluding Public Administration)	356	4.4%	229	2.8%	(127)	(35.7%)
Public Administration	825	10.2%	701	8.7%	(124)	(15.0%)
Total Labor Force	**8,054**	**100.0%**	**8,104**	**100.0%**	**50**	**0.6%**

Source: United States Census Bureau OnTheMap; EPS.

[1] Labor force represents the employed residents of Mariposa County.

Table E-2
Mariposa County
Nonresidential Market Study
Commuting Patterns (2020)

Item	Mariposa County Count	Mariposa County % of Total
Mean Commute Time (minutes)	31.0	
County Labor Force Efficiency		
Residents both Living and Employed in the Study Area	2,448	30.2%
Residents Living in the Study Area but Employed Outside (Outflow)	5,656	69.8%
Subtotal Resident Workers	**8,104**	**100.0%**
County Employment Efficiency [1]		
Residents both Living and Employed in the Study Area	2,448	50.7%
Workers Employed in the Study Area but Living Outside	2,379	49.3%
Total Employment in Area (Inflow)	**4,827**	**100.0%**
Inflow/Outflow Ratio [2]	85.3%	

Source: U.S. Census OnTheMap 2020; U.S. Census ACS 5-Year Estimates Table S0801 2019; EPS.

[1] Employment totals derived from the US Census OnTheMap data, which differ from employment totals from IMPLAN (as shown in Table E-2). OnTheMap totals exclude Uniformed Military, Self-Employed Workers, and Informally Employed Workers. IMPLAN data does not provide the level of data needed to evaluatate the County's Employment Efficiency.

[1] The inflow/outflow ratio is the percentage of residents living in the specified area that travel outside of that area for work compared to the total employment for that specified area. A ratio below 100% indicates the County experiences a net outflow of workers; a ratio above 100% indicates the County experiences a net inflow of workers.

Table E-3
Mariposa County
Nonresidential Market Study
Major Employers in Mariposa County (2022)

Sector	Industry	Major Employers	Employee Size Category	City/CDP/Area
Accommodation and Food Services	Hotels	Big Trees Lodge	100-249	Yosemite National Park
		Majestic Yosemite Hotel	100-249	Yosemite National Park
		Cedar Lodge Motel	50-99	El Portal
		Yosemite View Lodge	50-99	El Portal
		Tenaya Lodge At Yosemite	20-49	Fish Camp
	Camps	Naturebridge	50-99	Yosemite National Park
	Resorts	Tenaya Lodge Inc.	250-499	Fish Camp
	Vacation Rentals	Redwoods In Yosemite	20-49	Wawona
Arts, Entertainment, and Recreation	Concessionaires	Yosemite Concession Services	1,000-4,999	Yosemite National Park
	Park	Mariposa County Parks & Recreation	20-49	Mariposa
	Boat Launching	Sierra National Forest	50-99	Mariposa
	Fairgrounds	Mariposa Fairgrounds-Exposition	50-99	Mariposa
Educational Services	Schools	Greeley Hill Elementary School	50-99	Coulterville
		Mariposa County Elementary	50-99	Mariposa
		Mariposa County High School	50-99	Mariposa
		Woodland Elementary School	20-49	Mariposa
Health Care and Social Assistance	Hospitals/Health Centers	John C Fremont Healthcare District	100-249	Mariposa
Management of Companies and Enterprises	Management Services	Triple D Corporation	50-99	Mariposa
Other Measuring and Controlling Device Manufacturing	Measuring/Controlling Devices NEC (Manufacturers)	Tavis Corporation	50-99	Mariposa
Other Services	Environmental Conservation/Ecological Organization	Yosemite Institute	20-49	Yosemite National Park
Public Administration	Government Offices-County	Mariposa County Coroner's Office	50-99	Mariposa
	Government Offices-State	CalFire (Forestry & Fire Protection)	500-999	Mariposa
Retail Trade	Antiques-Dealers	Mariposa Marketplace	20-49	Mariposa
Real Estate and Rental Leasing	Real Estate	Mariposa County Board of Realtors (California Association-Realtors)	100-249	Mariposa
Utilities	Electric Companies	Pacific Gas & Electric Co	20-49	Mariposa

Source: California EDD, Major Employers in Mariposa County; EPS.

Table E-4
Mariposa County
Nonresidential Market Study
NAICS Code Definitions

NAICS Code	NAICS Label	Description	Examples of Sub-Industry Categories
11	Ag., Forestry, Fishing and Hunting (11)	Activities of this sector are growing crops, raising animals, harvesting timber, and harvesting fish and other animals from farms, ranches, or the animals' natural habitats.	Crop Production (111); Logging (1133); Hunting and Trapping (1142); Support Activities for Crop Production, Animal Production, and Forestry (1151 - 1153)
21	Mining, Quarrying, Oil & Gas Extr. (21)	Activities of this sector are extracting naturally occurring mineral solids, such as coal and ore; liquid minerals, such as crude petroleum; and gases, such as natural gas; and beneficiating (e.g., crushing, screening, washing, and flotation) and other preparation at the mine site, or as part of mining activity.	Oil and Gas Extraction (211); Metal Ore Mining (2122); Support Activities for Mining (213)
22	Utilities (22)	Activities of this sector are generating, transmitting, and/or distributing electricity, gas, steam, and water and removing sewage through a permanent infrastructure of lines, mains, and pipe.	Electic Power Generation, Transmission and Distribution (2211); Natural Gas Distribution (2212); Water, Sewage, and Other Systems (2213)
23	Construction (23)	Activities of this sector are erecting buildings and other structures (including additions); heavy construction other than buildings; and alterations, reconstruction, installation, and maintenance and repairs.	Construction of Buildings (236); Specialty Trade Contractors (238); Land Subdivision (2372)
31	Manufacturing (31-33)	Activities of this sector are the mechanical, physical, or chemical transformation of materials, substances, or components into new products.	Food Manufacturing (311); Textile Mills (313); Chemical Manufacturing (325); Computer and Electronic Product Manufacturing (334)
42	Wholesale Trade (42)	Activities of this sector are selling or arranging for the purchase or sale of goods for resale; capital or durable nonconsumer goods; and raw and intermediate materials and supplies used in production, and providing services incidental to the sale of the merchandise.	Lumber and Other Construction Materials Merchant Wholesalers (4233); Machinery, Equipment, and Supplies Merchant Wholesalers (4238); Miscellaneous Nondurable Goods Merchant Wholesalers (4294) [including: Farm Supplies (424910), Tobacco and Tobacco Product (424940), etc.]
44	Retail Trade (44-45)	Activities of this sector are retailing merchandise generally in small quantities to the general public and providing services incidental to the sale of the merchandise.	Motor Vehicle and Parts Dealers (441); Grocery Stores (4451); Gasoline Stations (447); Electronics and Appliance Stores (4431)
48	Transportation and Warehousing (48-49)	Activities of this sector are providing transportation of passengers and cargo, warehousing and storing goods, scenic and sightseeing transportation, and supporting these activities.	Air, Rail, Water, and Truck Transportation (481 - 484); Postal Service (491); Warehousing and Storage (4931)
51	Information (51)	Activities of this sector are distributing information and cultural products, providing the means to transmit or distribute these products as data or communications, and processing data.	Publishing Industries (except Internet) (511); Software Publishers (5112); Motion Picture and Sound Recording Industries (512); Telecommunications (517); Data Processing, Hosting, and Related Services (518)
52	Finance and Insurance (52)	Activities of this sector involve the creation, liquidation, or change in ownership of financial assets (financial transactions) and/or facilitating financial transactions.	Credit Intermediation and Related Activities (522); Securities and Commodity Exchanges (5232); Insurance Carriers (5241)
53	Real Estate and Rental Leasing (53)	Activities of this sector are renting, leasing, or otherwise allowing the use of tangible or intangible assets (except copyrighted works), and providing related services.	Real Estate (531); Offices of Real Estate Agents and Brokers (5312); Automotive Equipment Rental and Leasing (5321); Lessors of Nonfinancial Intangible Assets (except Copyrighted Works) (533)
54	Prof., Scientific, and Tech. Services (54)	Activities of this sector are performing professional, scientific, and technical services for the operations of other organizations.	Legal Services (5411); Accounting, Tax Preparation, Bookkeeping, and Payroll Services (5412); Marketing Consulting Services (541613); Research and Development in Biotechnology (except Nanotechnology) (541714)

Table E-4
Mariposa County
Nonresidential Market Study
NAICS Code Definitions

NAICS Code	NAICS Label	Description	Examples of Sub-Industry Categories
55	Mgmt of Companies and Enterprises (55)	Activities of this sector are the holding of securities of companies and enterprises, for the purpose of owning controlling interest or influencing their management decisions, or administering, overseeing, and managing other establishments of the same company or enterprise and normally undertaking the strategic or organizational planning and decision-making role of the company or enterprise.	Management of Companies and Enterprises (5511); Offices of Bank and Other Holding Companies (551111, 551112); Corporate, Subsidiary, and Regional Managing Offices (551114)
56	Admin., Support & Waste Mgmt Svcs (56)	Activities of this sector are performing routine support activities for the day-to-day operations of other organizations.	Office Administrative Services (5611); Employment Services (5613); Investigation and Security Services (5616); Waste Treatment and Disposal (5622)
61	Educational Services (61)	Activities of this sector are providing instruction and training in a wide variety of subjects.	Elementary and Secondary Schools (6111); Professional and Management Development Training (611430); Technical and Trade Schools (6115); Educational Support Services (6117)
62	Health Care and Social Assistance (62)	Activities of this sector are providing health care and social assistance for individuals.	Offices of Physicians (6211); Offices of Dentists (6212); Outpatient Care Centers (6214); Ambulance Services (621910); Community Food and Housing, and Emergency and Other Relief Services (6242); Child Day Care Services (6244)
71	Arts, Entertainment, and Recreation (71)	Activities of this sector are operating or providing services to meet varied cultural, entertainment, and recreational interests of their patrons.	Performing Arts Companies (7111); Dance Companies (711120); Racetracks (711212); Museums (712110); Amusement and Theme Parks (7131); Gambling Industries (7132)
72	Accommodation and Food Services (72)	Activities of this sector are providing customers with lodging and/or preparing meals, snacks, and beverages for immediate consumption.	Hotels and Motels, and Casino Hotels (721110, 721120); RV Parks and Campgrounds (721211); Restaurants and Other Eating Places (7225)
81	Other Services (except Public Admin.) (81)	Activities of this sector are providing services not elsewhere specified, including repairs, religious activities, grantmaking, advocacy, laundry, personal care, death care, and other personal services.	Automotive Repair and Maintenance (8111); Barber Shops and Beauty Salons (812111, 812112); Drycleaning and Laundry Services (8123); Religious Organizations (8131); Civic and Social Organizations (8134)
92	Public Administration (9A-9B)	Activities of this sector are administration, management, and oversight of public programs by Federal, State, and local governments.	State and Local Government Education (i.e., school districts; educational institutions), Hospitals, and Health Services; Federal Government Military and Other; Executive, Legislative, and Other General Government Support (9211); Justice, Public Order, and Safety Activities (9221); Administration of Environmental Quality Programs (9241); Space Research and Technology (9271)

Source: IMPLAN; North American Industry Classification System (NAICS) Manual, 2017: EPS.

Table E-5
Mariposa County
Nonresidential Market Study
Employment Location Quotient (2021)

Item	National		Mariposa County		
	Employment (in millions)	% Share	Total Empl.	% Share	Location Quotient [1]
Industry (NAICS)					
Ag., Forestry, Fishing and Hunting (11)	1,185	0.9%	322	4.0%	4.6
Mining, Quarrying, Oil & Gas Extr. (21)	504	0.4%	46	0.6%	1.5
Utilities (22)	537	0.4%	33	0.4%	1.0
Construction (23)	7,381	5.4%	505	6.2%	1.2
Manufacturing (31-33)	12,083	8.8%	318	3.9%	0.4
Wholesale Trade (42)	5,500	4.0%	349	4.3%	1.1
Retail Trade (44-45)	13,579	9.9%	522	6.4%	0.7
Transportation and Warehousing (48-49)	5,783	4.2%	87	1.1%	0.3
Information (51)	2,650	1.9%	26	0.3%	0.2
Finance and Insurance (52)	6,411	4.7%	222	2.7%	0.6
Real Estate and Rental Leasing (53)	2,125	1.5%	344	4.2%	2.7
Prof., Scientific, and Tech. Services (54)	9,558	6.9%	401	4.9%	0.7
Mgmt of Companies and Enterprises (55)	2,281	1.7%	98	1.2%	0.7
Admin., Support & Waste Mgmt Svcs (56)	8,436	6.1%	145	1.8%	0.3
Educational Services (61)	3,457	2.5%	42	0.5%	0.2
Health Care and Social Assistance (62)	18,480	13.4%	551	6.8%	0.5
Arts, Entertainment, and Recreation (71)	1,656	1.2%	370	4.6%	3.8
Accommodation and Food Services (72)	9,867	7.2%	1,349	16.6%	2.3
Other Services (except Public Admin.) (81)	5,804	4.2%	436	5.4%	1.3
Government Enterprises (9A)/Admin. Gov't (9B)	20,447	14.8%	1,964	24.2%	1.6
Total	**137,724**	**100.0%**	**8,129**	**100.0%**	

Source: Bureau of Economic Analysis; IMPLAN; EPS.

[1] Location quotients are useful for evaluating the industries that are unique and specialized in a regional economy. As measured here, a location quotient shows the industry's share of an area's employment relative to the national average. For example, a location quotient of 2.0 indicates that an industry accounts for twice the share of employment in the area than it does nationally, and a location quotient of 0.5 indicates the area's share of employment in the occupation is half the national share.

Table E-6
Mariposa County
Nonresidential Market Study
Nonresidential Establishments by NAICS

Item	NAICS 2-Digit Code [1]	Mariposa County Establishments Total	%
Travel, Tourism, Recreation, and Retail			
Accommodation and Food Services	72	203	14.4%
Arts, Entertainment, and Recreation	71	116	8.2%
Retail Trade	44-45	167	11.9%
Subtotal		**486**	**34.5%**
Business and Finance			
Real Estate and Rental and Leasing	53	69	4.9%
Professional, Scientific, and Technical Services	54	57	4.1%
Finance and Insurance	52	47	3.3%
Administrative and Support and Waste Management and Remediation Services	56	41	2.9%
Information	51	24	1.7%
Subtotal		**238**	**16.9%**
Industrial and Trade			
Construction	23	75	5.3%
Manufacturing	31-33	56	4.0%
Transportation and Warehousing	48-49	46	3.3%
Agriculture, Forestry, Fishing and Hunting	11	25	1.8%
Wholesale Trade	42	15	1.1%
Utilities	22	4	0.3%
Mining, Quarrying, and Oil and Gas Extraction	21	1	0.1%
Subtotal		**222**	**15.8%**
Public Benefit			
Public Administration	92	105	7.5%
Health Care and Social Assistance	62	90	6.4%
Educational Services	61	46	3.3%
Subtotal		**241**	**17.1%**
Other Industries [2]			
Other Services (except Public Administration)	81	187	13.3%
Other/Unclassified	99	33	2.3%
Subtotal		**220**	**15.6%**
Total		**1,407**	**100.0%**

Source: DataAxle, as of March 2023; EPS.

[1] The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.
[2] Other Industries includes service establishments such as hair salons, spas, auto repair, churches, etc. and unclassified establishments.

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: July 18, 2023

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: CLOSED SESSION: Public Employee Performance Evaluation; Position of Employee Under Review: Librarian

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RECOMMENDATION AND JUSTIFICATION

[ ] CONFERENCE WITH LEGAL COUNSEL:

[ ] Existing Litigation:
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] Anticipated Litigation
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization:
Name of County Designated Representative:
Title(s) of unrepresented individuals with whom negotiations are being conducted:

[ ] PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:
(Government Code Section 54957 (b) (1))

[X] PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Position of employee under review: Librarian Department Head (Government Code Section 54954.5)

[ ] PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54954.5)

[ ] CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Description of real property:
Agency negotiator:

Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] THREAT TO PUBLIC SERVICE FACILITIES
Name of 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):

BACKGROUND AND HISTORY OF BOARD ACTIONS

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

FINANCIAL IMPACT

ATTACHMENTS

None