Mariposa County

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

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

BOARD OF SUPERVISORS
ACTION SUMMARY MINUTES
FEBRUARY 11, 2025

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

Chair Smallcombe 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
Jenni Kiser	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Present	9:00 AM

B. Pledge of Allegiance

Chair Smallcombe led the pledge.

C. Introductions

None.

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

Chair Smallcombe read the consent agenda note. Public comment was received.

Public comment was received by Mike Brusa/Resident, who noted the emergency proclamation was still on the agenda and the provisions of the monopoly were skewed and inappropriate. Mr. Bruso noted that in a state of emergency the government will do things that would otherwise be unlawful based on their own laws. Mr. Brusa noted the government had hooked onto the stream of money regarding the homelessness issue and the issue had gotten worse. Mr. Brusa, noted when he first began attending the Board meetings there were about 70 to 80 homeless people, and it was not that big of an issue. Mr. Brusa, questioned when the emergency declaration would go away. Mr. Brusa further questioned why the item had still not been pulled from the consent agenda to be discussed. Mr. Brusa, stated it was the reason people questioned everything the government did.

Supervisor Poe commented on CA.1 requesting that the County Administrative Officer (CAO) provide some

education as to why the item had been ongoing for seven years. Supervisor Poe noted he believed the encampment area had been cleaned up. In response to Mr. Lynch, Supervisor Poe, questioned if there was a way within the County to alleviate the need for this resolution.

Joe Lynch/County Administrative Officer noted that going back to 2018 there was a court case, Martin vs. Boise that required counties to have a shelter. He noted an emergency shelter was set up by Health and Human Services (HHSA), that shelter was closed, and the Alliance picked up Connections, the homeless shelter for Mariposa County. He noted that the site was not permitted for that use, but the emergency proclamation put in place in 2018 allowed for the use of Connections. Mr. Lynch noted it was ongoing throughout California. Mr. Lynch noted that the county had looked at many locations to build a shelter, but the state had pulled funding. He noted CA.1 was to continue because the county does not have permanent shelter, and until then, that proclamation must remain in place as required by the state. In response to Supervisor Poe, Mr. Lynch noted they were working on a permanent shelter. Mr. Lynch noted it was never intended to take long, and they had been actively looking for properties. Mr. Lynch noted that in response to the state's budget crisis, everything went to a halt. He noted Amanda Brum from the Health and Human Services Agency had been actively looking for solutions. In response to Supervisor Poe, Mr. Lynch noted there was a shelter in the means of temporary housing spread throughout the county. Mr. Lynch noted there were counties that have a community center where they receive services and that was a goal. He noted the "No Place Like Home" grant got the county the Creekside Apartments. He noted there was another block grant that the county did not get that would have gotten a permanent shelter. Mr. Lynch noted the county was working on pulling funds and finding funds to complete the project. Mr. Lynch noted this proclamation allowed the county time to do that. In response to Supervisor Poe, Mr. Lynch noted if it were to be pulled it would put 40 people currently in housing back into the community.

Supervisor Smallcombe commented on CA.7, noting it was an opportunity for Chief Bernard to speak. Supervisor Smallcombe noted there was a dollar value on the item that was not the dollar value of the tablets, that was an allocated amount for projects. She noted the program with the tablets being asked for ties into government resources to be seen and located live. In response to Chief Bernard, Supervisor Smallcombe noted it would be a great help for resources to coordinate with each other and provide major support to facilitate operations coming to our area from all over the state.

Chris Bernard/Cal Fire Chief noted they wanted to purchase the equipment because, while they were able to receive messages on their phones, and had dispatchers and pagers, the new equipment would allow for a larger visual of information coming in. Chief Bernard noted having the iPad mounted up on the rig would assist with map visuals and communication. He noted the funding was for the iPads and installation and, on the backend, they would do the updates and software. Chief Bernard noted they would provide better dispatch and make it easier to locate fires. He noted that nearby counties were all building that equipment up, and so they would be able to interact with each other easier. Chief Bernard noted that in the future, they would be able to tie into the CAT System with CAL Fire to allow for everyone to be tied together.

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

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Administration**

Approve First Amendment to the Memorandum of Understanding (MOU) with The Regents of the University of California for the Prescribed Burn Association Coordinator; and Authorize the Board of Supervisors Chair to Sign the MOU

CA3. **Clerk of the Board**

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 January of 2025

CA4. **Clerk of the Board**

Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in January 2025

CA5. **Clerk of the Board**

Receive Minutes of the Committees Established by the Mariposa County Board of Supervisors Pursuant to Resolution 22-115, Section 10.2

CA6. **Health and Human Services Agency**

Approve First Amendment to the Agreement with California Department of Public Health (CDPH) for Career Support Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA7. **Fire**

Approve Recommended Funding Proposals from the Secure Rural Schools (SRS) and Community Self-Determination Act of 2000

CA8. **Public Works**

Approve Fifth Amendment to the Agreement with Willdan Engineering to Extend the Term of the Agreement to December 31, 2027, for White Rock Road Bridge over Deadman Creek (40C0062); and Authorize the Board Supervisors Chair to Sign the Amendment

CA9. **Public Works**

Approve Fifth Amendment to the Agreement with Willdan Engineering to Extend the Term of the Agreement to December 31, 2027, for Indian Gulch Road over Bear Creek Bridge (40C0059); and Authorize the Board of Supervisors Chair to Sign the Amendment

CA10. **Public Works**

Approve First Amendment to the Task Order No. 6 with the KPA Group for the Mariposa County Adult Detention Facility Heating, Ventilation, and Air Conditioning (HVAC) Replacement Phase II; Increase the Compensation by $32,680 for a New Amount Not to Exceed $184,660; Approve Budget Action Reducing General Fund Contingency and Increasing Sheriff Headquarters Fund ($32,680) (4/5ths Vote Required); and Authorize the Board of Supervisors Chair to Sign the Amendment

E. Items removed from Consent Agenda

None.

F. Departmental Presentation

Kari Kisela/Visitor Center/Chamber of Commerce noted that on Thursday, February 13th, the Cinnamon Roll Shop would celebrate their first anniversary, and the Library would have a grown-up story hour for those 18 years and older. She noted Mother Lode Job training had monthly events, including a career café. She also noted other upcoming events, including Mariposa County's 175th Birthday, Smokin' Oaks BBQ and Twisted Cedar's Grand Opening, followed by Network at Night on the 21st of February. She noted Supervisor Kiser's Town Hall Meeting was to be held on February 24th. Ms. Kisela noted a survey was available to the public to share input about the Town Hall Meeting regardless of one's district. She noted nominations were open for the Chamber of Commerce Awards Dinner, tickets were available, and Wall of Fame Stars were available for purchase. In response to Supervisor Smallcombe, Ms. Kisela noted that Mother Lode Job training was now located at the Visitor Center, and on Thursday there would be a Career Café at Mariposa Safe Families, and on Friday they would be doing a Power Hour. Ms. Kisela also noted the Chamber of Commerce dinner was being held on March 22nd, the same day as Cowboy Day, at the History Museum.

Shannon Hansen/Public Works Director briefed the Board on the long-standing projects, including the Downtown Revitalization Project. Director Hansen noted the 6.8-million-dollar two-year project with George Reed was coming to a conclusion. She noted they were continuing to work on the signage and the lighting. She was hopeful it would be completed by the end of March, and about 30–60 days before everything would be completed with that grant. Director Hansen congratulated her team, Matt Hespenheide and Joan, who had been on the ground for the last two years. Director Hansen stated the three-million-dollar FEMA water grant provided for the construction of new water tanks at Woodland, Greely Hill, and Hornitos, and they should be online by fire season. Director Hansen noted the Woodland well was not producing as they would like, but they would be working to fix that. Director Hansen noted plans to replace the Midpines Fire Station well, as it had been compromised, noting the posted boil water notice in effect for parts of that community. Director Hansen noted the facility was closed, but the tanks were filled, and the well was operational. She noted Public Works had been working with the County Fire Department and partners, and they will be bringing an emergency item to the Board soon to replace the well. In response to Supervisor Poe, Director Hansen noted she would pass along the comment to local contractor Kieth Williams that the Greely Hill Tank project exceeded the supervisors' expectations, and everything had been done top-notch.

Abel Del Real-Nava/Assistant County Administrative Officer/Human Resources noted he wanted to take a moment to recognize the recent professional achievements of Robert Stark and Trista Lambert on receiving their newly earned credentials, which had been a significant milestone in the field of human resources. Mr. Del Real-Nava noted the certification was nationally recognized. He further noted the success strengthened the Human Resources Department and showed great professional growth.

Jacob Hawley/Visitor Center provided handouts to the Board members and noted the evolution of the previously discussed survey being offered at the Visitor Center. Mr. Hawley noted numbers from over the past three years regarding visitors coming through Mariposa and noted he had been hopeful the firefalls in the park would attract more visitors, but reminded everyone they would need a reservation during those weekends. Mr. Hawley noted it did not look like there would be reservations during summer this year, which should be a great thing for downtown business. In response to Supervisor Menetrey, Mr. Hawley noted there was an iPad in the Visitor Center and staff asked people questions as they came in. He noted the survey generally took around seven minutes. He noted he still planned to evolve the system and how they gather information from visitors. In response to comments from Mr. Lynch and Supervisor Smallcombe noted it was the first year the Visitor Center had ever provided this type of data to the Board, and the importance of showing the community why the County supports the Visitor Center. Mr. Hawley noted he spoke with Johnathon Farrington about gathering more data to better understand where our visitors were lodging, and other information to better serve and understand visitor habits to continue to provide data to the county and the community for resources like YARTS and our lodging partners.

Leigh Westerlund/Assistant County Administrative Officer noted they had implemented accounts receivable; something that had not been done before. Mrs. Westerlund acknowledged Cindi Jacobson, who had taken the project on and allowed the county to achieve the milestone.

Director Hansen further noted the Indian Peak Bridge project would be starting, and the road would be

closed for approximately a month, beginning March 3rd.

Chief Bernard noted CalFire was staffing all their stations again and would continue through the rest of the season.

Jeremey Briese/Sheriff noted that on the previous Friday, Kiona Mari graduated from the academy in Modesto, adding to one of the many the department needs. Sheriff Briese noted the search was still on for qualified candidates. Sheriff Briese noted it was a slow process to hire and get good quality staff, noting it was important to be picky because the product being put out should be of high caliber. He noted that even while the department was understaffed, they were doing a great job. He noted December had 1654 calls with the lowest jail bookings of 2024 at only 17, 1744 calls for service and 48 bookings for January. Sheriff Briese noted that with the upcoming weather, they would be working together to make sure everyone stayed safe. He thanked the Board for enacting the camping ordinance in the area, describing a recent incident in which they had to take an individual into custody. Sheriff Briese thanked the Board for providing the tools to address those types of issues. He also noted the annual Sheriff Foundation Gala on March 8th, with the event being only three years old, they had done a lot with a little, with the driving force having a financial arm to do things for the Sheriff's Office. Sheriff Briese noted the event was to highlight his staff in that setting and appreciate everyone. Sheriff Briese noted this year there would be a prestige award given to Deputy Holt who went into a trailer park fire to save a life. He noted the fundraising for the event goes back into the community.

Joe Lynch acknowledged HHSA and thanked Sheriff Briese for bringing up the camping ordinance and the recent incident, noting they worked for years with the individuals' multiple times a week to find housing, and assist with services and decisions were not made lightly. He noted the camping ordinance was created to allow everyone to work together to make decisions. Mr. Lynch noted Captain Smith's question about how engaged Health and Human Services was, to which he answered, they were very engaged, all agreeing that the situation was unavoidable. Mr. Lynch noted they did not take the situation lightly, and it was a very coordinated effort to ensure all other resources were exhausted. He also noted two other updates for the public, one being The Field of Dreams, a 52.2-acre parcel near the Health and Human Services building. He stated in March 2005 a grant was received to put a regional recreation center on the land. The County had put in $214,000 for infrastructure and that property had been earmarked for regional recreation only. Mr. Lynch noted as of February 16th, 2025, that land would become open to the County and would no longer be encumbered by the State. Mr. Lynch noted there were no current plans, and it could still be a recreation center, but at that point it would be up to the Board and Public Works to decide. Mr. Lynch noted another update regarding CDFA. They notified the County in November 2024 that Measure G sales tax for the operations of John C. Fremont Hospital would expire at the end of March. Mr. Lynch noted the good news would be the tax rate drops, but the bad part would be the loss of the 2.07 million dollars a year that JCF received for administration. He noted it had been factored into their finances, and on March 31st, 2025, the sales tax rate will drop from 8.75% to 8.25%.

Supervisor Kiser gave a shout-out to HHSA and the Sheriff's Department regarding the new ordinance and how grateful she was to have been kept in the loop during the recent incident and the humanistic approach the department took in dealing with the situation. She gave recognition to Mr. Del Real-Nava for recognizing his team in a nontraditional way, and to Sheriff Briese for his recognition to his staff. Supervisor Kiser also gave appreciation to Director Hansen for the downtown project.

Chair Smallcombe noted the folks at HHSA had done everything in their power to maintain their connections and the work taken on was not an easy task. She thanked the department for their act of humanity.

G. Public Comment on Non-Agenda Items

Public comment was received by Marvin Wells/Resident, who informed the Board they were no longer a monopoly of male supervisors and to remember that Valentine's Day was coming up.

Jeanne-Ann Pine/Master Gardeners noted the wonderful job (Hal?) was doing. She noted the Plant-a-Row program had been dropping off produce for them. She noted they were very grateful for what they could get. Ms. Pine noted the need to help people get identification going again, and noted she put a public service

announcement out on the radio regarding finding funding for that issue. She noted she was going to be doing a radio interview with Seth Rogan, the new president of Habitat of Humanity. Ms. Pine noted the radio show airs on Tuesday and Thursdays.

Mike Brusa noted the reason he came up to speak was to ask the Board to think deeply about the actions they took. Mr. Brusa, noted he took the five minutes to remind the government of their actions, and he regretted it deeply when he did not do so. Mr. Brusa, noted he shared what most people did not like, but he acknowledged he had a different way of thinking. Mr. Brusa, noted it took him a long time to understand the monopoly theme. He noted how monopolies are taught and the impact they have on the private sector, and how they were examined by economists. Mr. Brusa, noted it was important to think deeper than the history taught in school, the textbook industry was dominated by the thinking of California and Texas, and you would see the narrative of if the government did not do it, nothing would be done. Mr. Brusa, noted politics did not want to do anything that was not popular. He noted Milton Freidman's discussion of greed and referenced it back to government.

H. Regular Agenda Items

1. **Administration**

Receive a Presentation from Administration Providing a Quarterly Financial Report

Joe Lynch introduced the item and Leigh Westerlund gave a PowerPoint Presentation.

Public Comment was received by Mike Brusa, who noted he had requested information on the budget years ago, and he had received a 400-page document, noting this report created by the department was extremely helpful to anyone from the public. Mr. Brusa, noted the work he had done during his time working in a school district with their budgets and other budget situations from nearby schools. Mr. Brusa, noted the report reflected all the services offered by the County, and noted he believed those services could be offered in other ways. He noted he liked the format of the report and found it easy to understand.

Board discussion ensued.

Danielle Bondshu/ Clerk of the Board asked if she could read their direction for training purposes. Ms. Bondshu noted the direction given to the Clerk of the Board was to come back with a presentation on Enterprise Funds along with the why and how for Dependent Special Districts. In response to Supervisor Smallcombe, Mrs. Bondshu noted a presentation would be created between the Clerk of the Boards office and the Administration Office.

DIRECTION: Staff is to come back with a presentation on the accounting practices, and the why, how and history of Enterprise Funds and Dependent Special District.

RESULT: DIRECTION GIVEN

2. **Sheriff's Office**

Approve One Over-Hire Custodial Deputy Position, Effective Immediately

Sheriff Briese gave the staff report. No public comment was received.

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

I. Board Information

Information received.

J. Adjournment

11:04 AM Chair Smallcombe adjourned the meeting in memory of Stanley Rothfuss.

Respectfully submitted,

Deanna Stickles
Deputy Clerk

Rosemarie Smallcombe
Chair, Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-51

MEETING: February 11, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

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

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RECOMMENDATION AND JUSTIFICATION

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County.

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

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

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

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

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

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

None

VOTE RESULT

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-52

MEETING: February 11, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve First Amendment to the Memorandum of Understanding (MOU) with The Regents of the University of California for the Prescribed Burn Association Coordinator; and Authorize the Board of Supervisors Chair to Sign the MOU

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to the Memorandum of Understanding (MOU) with The Regents of the University of California for the Prescribed Burn Association Coordinator; and Authorize the Board of Supervisors Chair to Sign the MOU.

On June 6, 2023, Mariposa County allocated funds to cover activities associated with the University of California Cooperative Extension's (UCCE) Prescribed Burn Association Coordinator. The memorandum of understanding being amended established a relationship between UCCE and Mariposa County regarding the activities of the Prescribed Burn Assistance program. By establishing an MOU, the Prescribed Burn Association program liability is covered under the MOU by the Regents of the University of California.

The funds for the Prescribed Burn Association Coordinator were transferred to UCCE during the Fiscal Year 2023-2024 year, as outlined in the MOU. Unfortunately the Prescribed Burn Association Coordinator was not able to utilize the funding prior to the expiration of the MOU on June 30, 2024. The Regents of the University of California will not allow the Prescribed Burn Association Coordinator to access the funding because the MOU has expired. This amendment extends the MOU through June 30, 2026, allowing the Prescribed Burn Association Coordinator to utilize the funding already paid to The Regents of the University of California in FY24.

Annual accomplishments of the program are attached as well for the Board's reference.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Resolution 23-308: Approve a Memorandum of Understanding (MOU) with the Regents of the University of California Outlining a Standard Hold Harmless/Indemnification Clause for the Prescribed Burn Association Coordinator; and Authorize the Board of Supervisors Chair to Sign the MOU

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the amendment is not approved, the Prescribed Burn Association Coordinator will not be able to spend the funding Mariposa County already paid for the program.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Agreement_2023-308**
2. **UCCE MOU Amendment**
3. **2023-24 YGPBC Accomplishments**

VOTE RESULT

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

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-308

MEETING: June 6, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve a Memorandum of Understanding (MOU) with the Regents of the University of California Outlining a Standard Hold Harmless/Indemnification Clause for the Prescribed Burn Association Coordinator; and Authorize the Board of Supervisors Chair to Sign the MOU

RECOMMENDATION AND JUSTIFICATION

Approve a Memorandum of Understanding (MOU) with the Regents of the University of California Outlining a Standard Hold Harmless/Indemnification Clause for the Prescribed Burn Association Coordinator; and Authorize the Board of Supervisors Chair to Sign the MOU.

Mariposa County allocated funds to cover activities associated with the University of California Cooperative Extension's (UCCE) Prescribed Burn Association Coordinator earlier this fiscal year 2022-2023. The memorandum of understanding attached to this board item establishes a relationship between UCCE and Mariposa County regarding the activities of the Prescribed Burn Assistance program. By establishing an MOU, the Prescribed Burn Association program can continue with liability covered under the MOU by the Regents of the University of California.

BACKGROUND AND HISTORY OF BOARD ACTIONS

An MOU has been in place since 1980 with the Regents of the University of California Extension to provide a Cooperative Extension program for the County of Mariposa. This agreement is separate and in addition to that MOU.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the proposed MOU or suggest modifications. This action might prevent the program from moving forward, as this proposed action is merely to provide liability coverage for a program which has already been approved and funded.

FINANCIAL IMPACT

ATTACHMENTS

1. **Draft Agreement Mariposa**
2. **MariposaSupport1980**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

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

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AGREEMENT NO. Y23-6412
between
COUNTY OF MARIPOSA
and
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

THIS AGREEMENT is made by and between the County of Mariposa (hereinafter called "County") and The Regents of the University of California (hereinafter called "University"), on behalf of its University of California Cooperative Extension (UCCE), Mariposa County.

WHEREAS, the University and County have a long history of working cooperatively in furtherance of the University's constitutional objectives of teaching, research and public service; and

WHEREAS, the University and County desire to facilitate their programs by cost sharing certain staff positions; and

WHEREAS, the County finds that this cost-sharing agreement will support and further the goals and initiatives of the UCCE; and

WHEREAS, the County supports the work of this UCCE office staff position that is working to sustain natural resources and reduce fire risk in Mariposa; and

NOW, THEREFORE, the parties agree as follows:

1. SCOPE OF WORK. County shall reimburse University for payroll and related benefit and support expenses of a Community Education Specialist for Prescribed Burn Association Coordination in accordance with this Agreement. The Community Education Specialist position described herein shall be employee positions of the Regents of the University of California and not an employee of the County of Mariposa.

2. PERIOD OF PERFORMANCE. The term of this Agreement shall be from February 1, 2022 through June 30, 2024. Funds may be carried forward from one budget period to the next budget period if mutually agreed by the Parties to continue this agreement beyond June 30, 2024.

3. TERMINATION. This Agreement shall be subject to termination by either party at any time, upon providing thirty (30) days prior written notice to the other party. University shall prepare, within sixty (60) days after the termination date, a report of all expenditures incurred and of all funds received hereunder and shall reimburse County for funds which have been advanced in excess of total costs incurred.

4. ALTERATION, AMENDMENT. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and signed by both parties. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and signed by both parties.

5. RATES. The County shall pay the University a fixed amount of Fifty-Six Thousand and Seventy-Seven Dollars ($56,077), upon receipt of invoice for full amount. University's central accounting office shall submit invoice to Fadzayi Mashiri, UCCE Mariposa, 5009 Fairgrounds Drive, Mariposa, CA 95338, fmashiri@uncanr.edu. County shall make checks

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payable to "The Regents of the University of California", reference this agreement by number, and mail the payment to the following address:

UC Davis AR Lockbox
PO Box 741816
Los Angeles, CA 90074-1816

6. INDEMNIFICATION. University shall defend, indemnify and hold County, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents or employees.

   County shall defend, indemnify and hold University, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of County, its officers, agents or employees.

7. NOTICE. All notices concerning this Agreement shall be effective only if made in writing, personally delivered or deposited in the United States mail, postage prepaid and addressed as follows:

   TO: UNIVERSITY
   University of California
   ANR Office of Contracts & Grants
   2801 Second Street
   Davis, CA 95616
   ATTN: Heidi von Geldern

   TO: County of Mariposa
   P.O. Box 784
   5100 Bullion Street
   Mariposa, CA 95338
   Attn: Dallin Kimble, CAO

8. WHOLE AGREEMENT. This Agreement constitutes the entire understanding of the parties respecting the subject matter hereof and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter.

9. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of California.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

DocuSigned by:
Kimberly Lamar
0326DCC33C4746F...

By: _____

Kimberly Lamar, Associate Director
ANR Office of Contracts and Grants

6/12/2023 | 12:56 PM PDT

Date: _____

COUNTY OF MARIPOSA

DocuSigned by:
Miles S Menetrey
B43EC70C19BE446...

By: _____

Miles Menetrey
Board of Supervisors Chair

6/10/2023 | 7:08 AM PDT

Date: _____

COUNTERSIGNED:
(Government Code §25103)

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...

_____

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

DocuSigned by:
Steve Dahlem
F6A416F06B394BF...

_____

Steven W. Dahlem
County Counsel

DocuSign

Certificate Of Completion

Envelope Id: 290AC4D305E644CE85263BCC331F3E2C
Status: Completed
Subject: Complete with DocuSign: 23-308 - Agreement.pdf
Source Envelope:
Document Pages: 5
Signatures: 4
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

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

Record Tracking

Status: Original
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Signer Events	Signature	Timestamp
Steve Dahlem sdahlem@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Steve Dahlem F6A416F06B394BF... Signature Adoption: Pre-selected Style Using IP Address: 64.118.112.186	Sent: 6/9/2023 4:15:41 PM Viewed: 6/9/2023 6:04:15 PM Signed: 6/9/2023 6:04:24 PM
Electronic Record and Signature Disclosure: Accepted: 12/28/2022 3:42:40 PM ID: 168bcdc6-bde7-4f01-885a-c1872fec5bc7		
Miles S Menetrey mmenetrey@mariposacounty.org Mariposa County Board Chair County of Mariposa Security Level: Email, Account Authentication (None)	DocuSigned by: Miles S Menetrey B43EC70C19BE446... Signature Adoption: Pre-selected Style Using IP Address: 76.9.85.163 Signed using mobile	Sent: 6/9/2023 6:04:25 PM Viewed: 6/10/2023 7:08:26 AM Signed: 6/10/2023 7:08:55 AM
Electronic Record and Signature Disclosure: Accepted: 2/16/2023 5:48:07 PM ID: 190c885b-38bf-47d2-91f4-909adbc5aa30		
Danielle Bondshu dbondshu@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Danielle Bondshu 7CA008A502E44EB... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 6/10/2023 7:08:56 AM Viewed: 6/12/2023 12:49:02 PM Signed: 6/12/2023 12:49:07 PM
Electronic Record and Signature Disclosure: Accepted: 1/4/2023 2:37:06 PM ID: 5252ab10-8bee-4985-bdc8-3daabc1d1971		
Kimberly Lamar kdlamar@ucanr.edu Kimberly Lamar, Associate Director Security Level: Email, Account Authentication (None)	DocuSigned by: Kimberly Lamar 0326DCC33C4746F... Signature Adoption: Pre-selected Style Using IP Address: 128.120.223.140	Sent: 6/12/2023 12:49:08 PM Viewed: 6/12/2023 12:54:23 PM Signed: 6/12/2023 12:56:41 PM
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Signer Events	Signature	Timestamp
Accepted: 6/12/2023 12:54:23 PM ID: c916f535-356b-47bc-b487-f4cdc106f447		
Leigh Westerlund lwesterlund@mariposacounty.org Assistant County Administrative Officer Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 6/12/2023 12:56:42 PM Resent: 6/13/2023 11:41:53 AM Viewed: 6/14/2023 11:52:55 AM Signed: 6/14/2023 11:53:04 AM

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In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/9/2023 4:15:41 PM
Certified Delivered	Security Checked	6/14/2023 11:52:55 AM
Signing Complete	Security Checked	6/14/2023 11:53:04 AM
Completed	Security Checked	6/14/2023 11:53:04 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact County of Mariposa:

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

To advise County of Mariposa of your new email address

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

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

To request paper copies from County of Mariposa

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

To withdraw your consent with County of Mariposa

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

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

ii. send us an email to jbond@mariposacounty.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Mariposa as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Mariposa during the course of your relationship with County of Mariposa.

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING FOR THE PRESCRIBED BURN ASSOCIATION COORDINATOR

THIS FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING FOR THE PRESCRIBED BURN ASSOCIATION COORDINATOR is made and entered into this _____ day of _____2024, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and the Regents of the University of California hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated June 6, 2023 wherein Contractor agreed to provide prescribed burn coordinator services; and

WHEREAS, County and Contractor desire to amend said Agreement to extend the term of the Agreement;

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

"TERM," is hereby amended to extend the term of the Agreement to June 30, 2026.

Except as herein amended, the Agreement dated June 6, 2023 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, 2024. The parties shall treat the Agreement as if it had been in full force and effect continuously since June 30, 2024, 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

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

_____
Rosemarie Smallcombe, Chair
Board of Supervisors

_____
Kimberly Lamar, Associate Director
ANR Office of Contracts and Grants

COUNTERSIGNED:
(Government Code §25103)

APPROVED AS TO FORM:

_____
Danielle Bondshu
Clerk of the Board

_____
Walter Wall
County Counsel

Since receiving the funding from the Mariposa County Board of Supervisors in fall of 2023, we have:

- Hosted two prescribed fire learn and burn workshops. The first workshop in Fall 2023 engaged 18 participants during the classroom session and covered topics such as fire ecology, burn planning and permitting, and liability. During the field day, 24 participants received hands-on prescribed burn experience at a local landowner's property in Bootjack. The second workshop in December 2024 engaged 19 participants during the classroom day. Participants learned about fire ecology, weather considerations, safety protocols, and prescribed fire operations. The field day engaged 18 participants to burn 7 acres of a local Mariposa landowner's property on Allred Rd.
- Hosted two webinars providing education to 22 participants about fire insurance and 23 participants about Firewise communities
- Assisted Southern Sierra Miwuk Nation, Sierra Foothill Conservancy, and Mariposa County with the Mariposa Creek Parkway Cultural Burn in fall 2023 by providing technical assistance with burn planning and permitting, leading firing operations, and providing PBA member support for burn operations
- Assisted five additional landowners with pile burning and broadcast burning 30 acres
- Provided 80 volunteers with hands-on prescribed burn experience
- Organized a wildfire preparedness training providing education to twelve participants about home hardening, defensible space, evacuation preparedness, and local wildfire preparedness resources. Post-event evaluations showed participants increased their knowledge about Zone Zero, defensible space, home hardening, Firewise community recognition, and evacuation preparedness.
- Conducted 28 site visits (20 in Mariposa County and 8 in Eastern Madera County) to discuss prescribed burning with property owners. We currently have 11 projects planned in Mariposa County for the 2024-25 burn season. Many of these projects are with landowners needing assistance with pile burns.
- Presented at a Firewise informational meeting for the Mariposa Chapter of American Association of University Women, Midpines Planning Advisory Committee, Midpines Firewise Community Meeting, and Chowchilla Mountain Women's Club about the prescribed fire educational program.
- Purchased a trailer with CAL FIRE grant funding that will be used to transport equipment to educational events and be made available to Firewise communities for community work days
- Developed a monitoring protocol that will be used to increase understanding of the ecological effects of prescribed burning and goat grazing in the Southern Sierra Foothills and support meeting the ecological objectives for landowners wishing to burn their properties
- Partnered with The Nature Conservancy and Sierra Foothill Conservancy in October 2024 to organize a women's chainsaw training at the Stookey Preserve. Within four days of opening registration for the course, we reached our cap of 20 participants and had 14 people waitlisted. Eighteen women attended the two-day workshop learning and receiving hands-on training about chainsaw operations and maintenance. Overwhelmingly, participants felt the workshop increased their knowledge and confidence in chainsaw operations.
- Hired a full-time coordinator to conduct site visits, organize and lead educational workshops and programming, facilitate steering committee meetings, and conduct outreach about the educational program

The continued support from Mariposa County will be critical to expanding our prescribed fire education program and helping us leverage our CAL FIRE funding to increase the impact of our programming. For example, the funding may be used for the following items:

- Purchase an 85-gallon skid to increase our water carrying capacity (i.e., safety!) during prescribed burns
- Purchasing equipment needed to build our monitoring program, such as a fuel drying ovens, soil penetrometers, and clinometers
- Purchasing supplies that are unfunded through our CAL FIRE grant. These will also be used to support our work with the Mariposa County-based Americorps crew that will be assisting landowners with defensible space clearance and prescribed burn unit prep.
- Continue funding trainings that are unfunded through our CAL FIRE grant, such as the women's chainsaw training
- Contracting burn bosses and engines during burns beyond the complexity of what the PBA is capable of alone, providing us access to the prescribed fire liability claims fund while increasing training opportunities and our ability to meet landowner's needs

We are incredibly thankful of the support from the board of supervisors and believe we are helping increase the fire resilience of communities through Mariposa County through our educational program.

MARIPOSA COUNTY

Board of Supervisors

Information Item

MEETING: February 11, 2025

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: 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 January of 2025

RECOMMENDATION AND JUSTIFICATION

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered into, Received and Processed in January of 2025.

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 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

Not Applicable

ATTACHMENTS

1. CAO Approved Agreements 02-11-25

VOTE RESULT

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

BOARD REPORT ON CAO EXECUTED CONTRACTS

Board Agenda Item for February 11, 2025

Contractor	Amount	Term	Service	Department
Tiffany Muncy	$8,850	12/19/24-6/30/25	North County Visitor Center Services (Coulter Café)	Admin
DLB Associates for IMB Support	$5,938	03/14/25-12/31/25	DLB Associates for IBM Support	IT
California Reforestation, Inc	$58,320	01/15/24-06/30/27	Pest Control Applications for Noxious Weed Program	AG
Kevin Larsen (Apt D)	$10,500	02/01/25-01/31/26	Lease Agreement-4978 12th Street (Apt D)	HHSA
Mother Lode Job Training	$48,368	12/30/24-06/30/25	Youth Job Placement	HHSA
Pro-Tech Doors	$27,250	02/03/25-05/28/25	Fleet Motorized Doors	Public Works
Ranchos Counseling Services	$25,000	01/01/25-06/30/25	Qualified Individual Services for FFPSA	HHSA
Socorro Saavedra, LCSW	$25,000	01/01/25-06/30/25	Qualified Individual Services per FFPSA	HHSA
CIS for Albert Network Monitoring	$13,560	03/02/25-03/01/26	CIS for Albert Network Monitoring FY2526 Renewal	IT
Thunder Ridge Company	$55,000	10/30/2024-10/30/2025	Fish Camp Snow Removal	PW

APA= Assistant Purchasing Agent (Department Head)

MARIPOSA COUNTY

Board of Supervisors

Information Item

MEETING: February 11, 2025

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in January 2025

RECOMMENDATION AND JUSTIFICATION

Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in January 2025.

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

Not Applicable

ATTACHMENTS

1. Department Head Approved Agreements 2-11-25

VOTE RESULT

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

Department Head Approved Agrements

Board Agenda Item for February 11, 2025

Contractor	Amount	Term	Service	Department
UniFirst Corporation	$9,750	01/01/25-12/31/27	Door Mat Supplies/Services for HHSA	HHSA
The Water Connection	$10,877	01/27/25-03/29/25	Mariposa Library Backflow	PW
S&S Electric	$600	01/01/25-02/01/25	Utility Services for New Door	HHSA
Scott's Cleaning Service	$500	01/01/25-04/30/25	Cleaning Service for 5119 Jones St. #A, Est 23949	HHSA
Mark Thomas	$16,284	02/21/23-06/30/27	Task Order No. 7-Courthouse Remodel Design	PW
Orin Good Plumbing	$10,000	01/15/25-03/25/25	Plumbing Services	HHSA
Sierra Foothill Conservancy	$8,938	09/01/24-08/31/26	SGC TCC Partnership Agreement Compensation	Planning
E&E Transport, LLC	$1,500	12/04/24-03/01/25	Transport-Transporting Trailers	HHSA
E&E Transport, LLC	$5,000	12/13/24-01/30/25	Transport and Disposal Services	HHSA
E&E Transport, LLC	$1,500	11/01/24-09/01/25	Storage Services	HHSA
Scott's Cleaning Service	$955	09/01/24-09/30/24	Cleaning- Bed Bug Removal 3543 Creek View Drive	HHSA
Mariposa Sign and Print	$7,000	11/01/24-06/30/25	Marketing- Additional Sign/Contract $1000 increase	HHSA
Coulter Café	$10,000	12/17/24-03/01/25	Service-Meals (Senior Meals in North County)	HHSA

APA= Assistant Purchasing Agent (Department Head)

MARIPOSA COUNTY

Board of Supervisors

Information Item

MEETING:	February 11, 2025
TO:	The Board of Supervisors
FROM:	Danielle Bondshu, Clerk of the Board
RE:	Receive Minutes of the Committees Established by the Mariposa County Board of Supervisors Pursuant to Resolution 22-115, Section 10.2

RECOMMENDATION AND JUSTIFICATION

Receive Minutes of the Committees Established by the Mariposa County Board of Supervisors Pursuant to Resolution 22-115, Section 10.2.

BACKGROUND AND HISTORY OF BOARD ACTIONS

A Committee Policy was adopted by Resolution 22-115.

Per Section 10.2 of this policy it is required that all committees provide adopted minutes to the Clerk of the Board within thirty days of each meeting. For committees that meet quarterly or less frequently, draft minutes shall be submitted to the Clerk of the Board within thirty days of each meeting. In turn, the Clerk of the Board shall prepare an informational agenda item to submit the minutes to the Board of Supervisors.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board will not receive the minutes and the committees and Clerk of the Board will be out of compliance of Mariposa County Resolution 22-115.

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

1. **241115 PC FINAL Minutes Packet - Planning Commission**
2. **241206 PC FINAL Minutes Packet - Planning Commission**
3. **240620 FINAL MINUTES PACKET - Ag Advisory**
4. **10A_December_2024_Board_Meeting_Minutes_Final**
5. **6(2)_10_2024_Financial_Statements_For_Board**
6. **Board of Supervisors 2025 Report & Attachments_Final**
7. **COA Minutes - 1.22.2025**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

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

Mariposa County

Mariposa County MINUTES of the Planning Commission

http://www.mariposacounty.org/

ART BAGGETT, CHAIR	**DISTRICT I**
WARREN GRAY	**DISTRICT II**
MICK HERMAN	**DISTRICT III**
DENI SMITH, VICE CHAIR	**DISTRICT IV**
JOHN MCCAMMAN	**DISTRICT V**

PLANNING COMMISSION
FINAL ACTION SUMMARY MINUTES (Approved 01/10/25)
NOVEMBER 15, 2024

A. Call to Order and Roll Call

Chair Baggett called the meeting to order at 9:02 AM.

Attendee Name	Title	Status	Arrived
Art Baggett	District I	Present	9:00 AM
Warren Gray	District II	Present	9:00 AM
Mick Herman	District III	Present	9:00 AM
Deni Smith	District IV	Present	9:00 AM
John McCamman	District V	Present	9:00 AM

B. Pledge of Allegiance

Commissioner Herman led the Pledge.

C. Public Comment on Non-Agenda Items

Persons wishing to speak on any item of interest within the subject matter or jurisdiction of the Commission that is not on the agenda.

There was no public comment received.

D. Approval of Minutes

1. **Planning**

Planning Commission - Regular Meeting - September 6, 2024 (Further clarification needed)

Commissioner Smith was excused and should have abstained from voting on the draft minutes. Her vote was rescinded and a new motion was made.

By motion of Commissioner McCamman, seconded by Commissioner Herman, the Planning Commission

approved the minutes of September 6, 2024, as presented. Motion passed.

RESULTS: APPROVED
AYES: Commissioner Baggett, Commissioner Gray, Commissioner Herman, Commissioner McCamman.
NOES: None.
ABSTAIN: Commissioner Smith.
EXCUSED: None.

2. **Planning**

Planning Commission - Regular Meeting - October 4, 2024

By motion of Commissioner McCamman, seconded by Commissioner Smith, the Planning Commission approved the minutes of September 23, 2024, as presented. Motion passed.

RESULTS: APPROVED
AYES: Commissioner Baggett, Commissioner Gray, Commissioner Herman, Commissioner Smith, Commissioner McCamman.
NOES: None.
ABSTAIN: Herman
EXCUSED: None.

E. Public Hearing

1. Planning

Land Conservation (Williamson) Act Contract Application Number 2023-143, 3000 Old Highway, Catheys Valley, CA 95306, APN: 017-090-002-000, 017-060-015-000, 017-090-011-000, 017-070-002-000, Craig Mathis (Applicant)

Planner III, Katy Casner presented the Land Conservation (LCA) Contract Application that was recommended by the Agricultural Advisory Committee with a PowerPoint presentation. She noted that the contract was for a total of 750.95 acres and the site has been used for cattle grazing and will continue to be used for this usage.

There was no public comment received.

By motion of Commissioner Herman, seconded by Commissioner McCamman, the Planning Commission adopted a resolution recommending the Board of Supervisors adopt a resolution approving the Land Conservation (Williamson) Act Contract Application Number 2023-143, 3000 Old Highway, Catheys Valley, CA 95306, APN: 017-090-002-000, 017-060-015-000, 017-090-011-000, 017-070-002-000 with findings that the project is exempt from environmental review. Motion adopted.

RESULTS: ADOPTED
AYES: Commissioner Baggett, Commissioner Gray, Commissioner Herman, Commissioner Smith, Commissioner McCamman.

NOES: None.
ABSTAIN: None.
EXCUSED: None.

2. **Planning**

Land Conservation (Williamson) Act Contract application Number 2024-085, 3520 Ben Hur Rd, Mariposa, CA 95338, APN: 017-080-059-000, Matthew Dimmick (Applicant)

Casner presented the Land Conservation (LCA) Contract Application that was recommended by the Agricultural Advisory Committee with a PowerPoint presentation. She noted that this application was for one parcel and the contract was for a total 210.09 acres that has been used for cattle grazing for the last 3 years and will continue to be used for this usage.

There was no public comment received.

By motion of Commissioner Smith, seconded by Commissioner Herman, the Planning Commission adopted the resolution recommending the Board of Supervisors adopt a resolution approving the Land Conservation (Williamson) Act Contract Application Number 2024-085, 3520 Ben Hur Rd, Mariposa, AA 95338, APN: 017-080-059-000 with findings that the project is exempt from environmental review. Motion adopted.

RESULTS: ADOPTED
AYES: Commissioner Baggett, Commissioner Gray, Commissioner Herman, Commissioner Smith, Commissioner McCamman.
NOES: None.
ABSTAIN: None.
EXCUSED: None.

3. **Planning**

Land Conservation (Williamson) Act Contract Application Number 2024-095, 3397 Ben Hur Rd., Mariposa, CA 95338, APN: 017-580-003-000, 017-580-004-000, Galen and Vickie Alldrin (Applicant)

Casner presented the Land Conservation (LCA) Contract Application that was recommended by the Agricultural Advisory Committee with a PowerPoint presentation. She noted that this application was for two parcels utilizing two and a half acres for a vineyard. The contract was for a total of 445.21 acres that has been used for cattle grazing.

There was no public comment received.

By motion of Commissioner McCamman, seconded by Commissioner Smith, the Planning Commission adopted the resolution recommending the Board of Supervisors adopt a resolution approving the Land Conservation (Williamson) Act Contract Application Number 2024-095, 3397 Ben Hur Rd, APN: 017-580-003-000, 014-580-004-000 with findings that the project is exempt from environmental review. Motion adopted.

RESULTS: ADOPTED

AYES: Commissioner Baggett, Commissioner Gray, Commissioner Herman, Commissioner Smith, Commissioner McCamman.
NOES: None.
ABSTAIN: None.
EXCUSED: None.

4. **Planning**

Land Conservation (Williamson) Act Contract Application Number 2024-099 & General Plan/Zoning Amendment Application Number 2024-119, 4282 Triangle Rd., Mariposa, CA 95338, APN: 017-300-027-000, 014-300-034, 014-300-029, 014-300-028, 014-300-032, 014-300-031, 014-290-020, 014-290-021, Frederik Rodenhuis (Applicant)

Casner presented the Land Conservation (LCA) Contract and General Plan/Zoning Amendment Application that was recommended by the Agricultural Advisory Committee with a PowerPoint presentation. She noted that this was for eight parcels and the contract will be for a total of 638.93 acres. The property has been used for rangeland grazing and will continue to be used for this usage. She briefly spoke about the zoning of the parcels and stated that with the action from the Board of Supervisors those parcels will be rezoned as Agricultural Exclusive.

Casner noted that public comments were received by Katherine Brown (neighbor), Greg Seely and Diane Ludwig (neighbor) regarding a pending legal property line dispute for APN: 014-300-028, and expressed concerns regarding the easement access from the adjacent property.

By motion of Commissioner Smith, seconded by Commissioner McCamman, the Planning Commission adopted the resolution recommending the Board of Supervisors adopt a resolution approving the Land Conservation (Williamson) Act Contract Application Number 2024-099 & General Plan/Zoning Amendment Application Number 2024-119, 4282 Triangle Rd., APN: 017-300-027-000, 014-300-034, 014-300-029, 014-300-028, 014-300-032, 014-300-031, 014-290-020, 014-290-021, with findings that the project is exempt from environmental review. Motion adopted.

RESULTS: ADOPTED
AYES: Commissioner Baggett, Commissioner Gray, Commissioner Herman, Commissioner Smith, Commissioner McCamman.
NOES: None.
ABSTAIN: None.
EXCUSED: None.

F. Action Items

1. **Planning**

A Resolution recommending that the Board of Supervisors accept and adopt the Agricultural and Working Lands Conservation Plan (AWLCP) as a supporting plan to the General Plan and work with the Agricultural Advisory Committee to select portions of the AWLCP that will benefit the 2026

General Plan Update of the Agriculture Element.

Chair called a recess at 9:32 AM and reconvened at 9:37 AM.

Planning Director, Steve Engfer introduced Community Development Planner, Hannah Harrison and Senior Planner, Ben Goger who presented the Agricultural and Working Lands Conservation Plan (ALWCP) with a PowerPoint presentation.

Before the presentation, Harrison informed the commissioners of the amendments that were made to the resolution after receiving public comments from the Agricultural Advisory Committee (AAC) members. Those comments were provided to the commissioners.

Harrison then provided an overview of the ALWCP.

Engfer informed the commission about the numerous discussions with the AAC and the Farm Bureau regarding the changes made to the language that was not suitable for Mariposa County. As a result, the ALWCP Draft #4 reflected the specific language recommended from the AAC, public comments, and the Farm Bureau's input. Also, he highlighted that this document does not create new regulations but it is used to help us to understand the value of lands based on current usage from the operators, and to incorporate this strategic plan into the upcoming General Plan Update to protect them.

By motion of Commissioner Herman, seconded by Commissioner McCamman, the Planning Commission adopted the resolution recommending acceptance, not approval, of the Agricultural and Working Lands Conservation Plan (AWLCP) conditioned that it is only a source document to help formulate the General Plan, and that the Agricultural Advisory Committee advise the Planning Commission and Board of Supervisors on the section of the AWLCP that will benefit the General Plan Agricultural Element. Motion adopted.

RESULTS: ADOPTED
AYES: Commissioner Baggett, Commissioner Gray, Commissioner Herman, Commissioner Smith, Commissioner McCamman.
NOES: None.
ABSTAIN: None.
EXCUSED: None.

G. Recess into the Development Code Update - Planning Commission Community Workshop

Chair called a recess at 9:58 AM and reconvened at 10:08 AM.

Prior to the Development Code Update discussion, Baggett provided an outline of the topics that will be discussed and advised that the items are to be brought back to the commission for approval at the December 6, 2024 meeting, then the resolution would be adopted at the January 2025 meeting. He also noted that the December 20, 2024 meeting will be cancelled.

Engfer opened the discussion by announcing that Planning and other County Staff were present and stated that the focus is to address the Accessory Dwelling Unit (ADUs), set back requirements from County Fire, Environment Health and Public Works Departments, and Zoning. He emphasized that the goal was to receive feedback from the public and the commission.

Engfer described and explained the importance of setbacks and the requirements.

Bagget asked for clarification regarding setback requirements for ADUs as the new ADUs law require a four foot setback.

Goger explained that based on the specific lot sizes and location, the setback requirements can be addressed per the town planning area (which is different than county wide) with variable county parcel sizes. Then briefly noted that the Fire and Environmental Health setbacks are standalone requirements.

County Fire Inspector, Patiance Good spoke about the fire code requirements regarding setback for ADUs pertaining to fire 4290 regulations that's in the county code. She provided an example of planning's requirement of a twenty five foot setback but fire requires a thirty foot setback as specified in the 4290 regulation. In addition, she spoke about Yosemite West being allowed to have a closer setback requirement because this area has a certain number of ADUs allowed and they have their own water source.

Environmental Health, Celeste Burnett-Wood explained the well and septic setbacks are one hundred foot per county code.

Public comment was received by the following:

Ken Melton (resident) expressed his opposition regarding county department's setback requirements.

Floyd Davis (resident) provided a handout regarding the setback required from the 2022 California Building Code.

Pivak provided a brief overview of the changes made to Article 4 Excerpt Draft Revision 17.54 ADUs that was discussed at the October 4, 2024 meeting that will be brought back to the commission for approval.

Goger provided an update to the 17.56 Density Bonus, per the commission's intent for a less restrictive density bonus guidelines to achieve pro housing policy. He noted that they extended a 5% bonus on all level density bonus (low to moderate income) housing development and expressed that a 5% was appropriate for Mariposa County, which has been incorporated in the Planning Cluster Provision.

Goger spoke about the density bonuses that are in place to allow for special housing needs and shared that they are seeking to achieve the reduction of regulations for low income housing, specifically for senior housing. He noted that the current density bonus is 20% and expressed their intent to increase it to 30%. The commission was in agreement with the density bonus increase.

Furthermore, Goger shared their intent to reduce the term of affordability requirement for transitional foster use, disable veterans, and age homeless person requirements, and noted that the current code is set for 55 years; but found that the affordability requirements were not applied. He plans on reaching out to their land use consultant to confirm accuracy in their findings and lower the affordability requirements.

Lastly, Goger highlighted that the Incentive and Concession that's in the code can be granted by the Planning Director for a ministerial approval.

Baggett and McCamman asked about the status of Home Enterprise and Hip Camp.

Engfer advised that the correct topic should be the use of commercial camping on residential lots in Mariposa County and not Hip Camp, that is currently prohibited. He suggested bringing this topic back to the commission.

A conversation occurred regarding park model recreational vehicle (RVs) with Engfer stating that this can be used as a temporary occupancy and elaborated on the requirements for a 5 year usage. The commission would like to see the park model set in place for long term use; especially for work force housing.

Goger shared that they have conducted research in different jurisdictions that have administrative use permits for permitting RVs adjacent to a residential parcel and they all required the life, health and safety requirements. He noted that Mariposa County could make their own provisions and urged for the Building Official to be involved. The commission concurred with Goger to develop a provision to include the Park Model RVs for this county, and stressed the importance of why RVs should be approved to help solve the housing crises.

Engfer shared there was a high interest related to lighting for vacation rentals that's been a nuisance, and noted that the lighting must meet the International Dark Sky Lighting Compliance Standards. The General Plan has a requirement for the commercial use that can be used for this issue.

Gray reminded the commission that they decided to allow the town planning area to determine the lighting issues in their area and not make this a county wide requirement.

Goger expressed that the lighting standards could be applied to county wide and shared that in section 17.560 (now section D3), there's provisions for nuisance but not for lighting. He noted that they are interested in the Dark Sky Compliance for new construction and suggested alternative possible options for recommending the lighting standards.

Engfer clarified that the code in 17.108 is a permitted use that includes vacation rental; however, if there was a regulation pertaining to this use then that needed to be clear, and he provided examples to support the context, specifically permits.

The commission and staff discussed the lighting standards requirements, permits regarding vacation rentals, business license requirements, and zoning code. Engfer suggested including the permit topic to the next

meeting.

McCamman directed staff to provide the Code Compliance Advisory Committee documents that were provided to the Board of Supervisors to the commission. Engfer noted that the documents will be included in the December 6, 2024 agenda packet.

H. Commissioner Reports

None.

I. Information Items

Information was received by Engfer.

J. Future Agenda Items

- Excerpts Draft Revisions 17.54 ADUs & 17.56 Density Bonuses
- The Code Compliance Advisory Committee
- Continue discussion - setbacks
- Continue discussion - Permits
- Continue discussion- Use of commercial camping on residential lots in Mariposa County

K. Adjournment

There being no further business, the meeting was adjourned at 12: 37 PM.

Respectfully submitted,

ART BAGGETT, Chair
Mariposa County Planning Commission

SOPHEA CRAIGHEAD, Secretary
Mariposa County Planning Commission

Note: Full audio recordings of the minutes are available from the Planning Department by request or online: Agendas & Minutes | Mariposa County, CA - Official Website

Items that came in after the Agenda and packet was prepared and publicly posted.

Mariposa County
Planning Department

STEVE ENGFER
Planning Director

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PO Box 2039
Mariposa, CA 95338
209-966-5151 FAX 209-742-5024
www.mariposacounty.org

sengfer@mariposacounty.org

MEMORANDUM

Date: November 14, 2024
To: Mariposa County Planning Commission
From: Hannah Harrison, Community Design and Development Planner
Ben Goger, Senior Planner
Topic: Agenda item F1- Public Comment on Agricultural and Working Lands Conservation Plan Resolution

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Public Comments Received:

These comments were received after the publication of the planning Commission packet and will be made available to the public at the meeting on November 15th, 2014.

1. Tony Toso- November 13, 2024
2. Kelly Williams – November 13, 2024
3. Jordan Cory – November 14, 2024

Staff Response:

The comments were concerned that the wording of the resolution was inaccurate to the intentions of the Agricultural Advisory Committee. In response these comments, staff proposes the following revision to the resolution:

"Recommending acceptance, not approval, of the Agricultural and Working Lands Conservation Plan (AWLCP) conditioned that it is only a source document to help formulate the General Plan, and that the Agricultural Advisory Committee advise the Planning Commission and Board of Supervisors on the section of the AWLCP that will benefit the General Plan Agricultural Element."

Additionally. Comments requested the minutes from the Agricultural Advisory Committee held on October 3, 2024 be distributed to the Planning Commission and made available to the public.

ATTACHMENTS:

1. Public Comments Received
2. Minutes from October 3rd, 2024 Agricultural Advisory Committee

Public Comment #1
From: Tony Toso
Received: November 13, 2024

Public Comment #1

From: Steve Engfer <sengfer@mariposacounty.org>
Sent: Wednesday, November 13, 2024 2:55:24 PM
To: Tony Toso <tony@eltappraisers.com>
Cc: Kelly Williams <kswilliams7550@gmail.com>; mcfarmbureau@sti.net <mcfarmbureau@sti.net>; Ben Goger <bgoger@mariposacounty.org>
Subject: RE: Ag Working Landscape Plan Draft #4 to the Planning Commission on 11/15/2024

Hello,

Thank you, Tony.

We will provide your comments to the Planning Commission and the Minutes. And address the "adopt"language as you indicated.

Steve

Steve Engfer, Planning Director
Mariposa Planning
P.O. Box 2039 • 5100 Bullion Street
Mariposa • CA • 95338
(209) 742-1250 • FAX (209) 742-5024
www.mariposacounty.org/planning

From: Tony Toso <tony@eltappraisers.com>
Sent: Wednesday, November 13, 2024 11:57 AM
To: Steve Engfer <sengfer@mariposacounty.org>
Cc: Kelly Williams <kswilliams7550@gmail.com>; mcfarmbureau@sti.net; Ben Goger <bgoger@mariposacounty.org>
Subject: Ag Working Landscape Plan Draft #4 to the Planning Commission on 11/15/2024

Good morning Steve,

I have had a chance to make a cursory review of the presentation of the Ag Working Landscape Plan Draft #4 to the Planning Commission this Friday. As the Agriculture Advisory Committee (AAC) Chair I am concerned that our motion from our September meeting is not clearly represented in the meeting agenda/staff report.

The AAC was very specific in our motion to recommend "acceptance" of the AWLCP. While specifically citing not to use the word "approval" we also did not vote to include the word "adopt" in our motion that would go to the PC and/or the BOS. Our unanimous motion was as follows:

"The Ag Advisory Committee recommends acceptance not approval of the Ag Working Landscape Plan Draft #4 conditioned that it is only a source document to help formulate the General Plan and that the AAC

advising the Planning Commission and Board of Supervisors on sections of the Ag Working Landscape Plan that will benefit the General Plan."

Using the language "accept and adopt" could be misleading and it does not represent the motion passed by the AAC. At the very least if staff is going to utilize differing language then it would be important that there should be some explanation of the distinction between the two. Furthermore, draft minutes should have been provided to the commissioners to help better understand the reasoning and intent of the AAC for making and passing such action.

Finally, I would ask that the Planning Commissioners be provided this email for their consideration.

Respectfully submitted,

Anthony J. "Tony" Toso
Chairman
2024 Mariposa County Agricultural Advisory Committee

Edwards, Lien & Toso, Inc.

Anthony J. Toso, ARA / First Vice President - CFO
tony@eltappraisers.com
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http://www.eltappraisers.com |

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Public Comment #2
From: Kelly Williams
Received: November 13, 2024

Public Comment #2

From: Kelly Williams <kswilliams7550@gmail.com>
Sent: Wednesday, November 13, 2024 2:03 PM
To: Steve Engfer <sengfer@mariposacounty.org>; Ben Goger <bgoger@mariposacounty.org>; Hannah Harrison <hharrison@mariposacounty.org>
Cc: Danielle Bondshu <dbondshu@mariposacounty.org>; Tony Toso <tony@eltappraisers.com>
Subject: Staff Recommendations for AWLCP Draft #4 to Planning Commission

Please provide this email to the Planning Commissioners for their meeting on Friday.

Please provide this email to the Board of Supervisors for their information.

Please provide me with written confirmation that you've provided this correspondence as requested.

Commissioners,

As the Mariposa County Farm Bureau President and their representative as a voting member of the Ag Advisory Committee, I am very concerned about staff's wording on their report to you regarding the AWLCP Draft #4.

Both the Farm Bureau and the Ag Advisory Committee met many times and spent countless hours reviewing various drafts of this plan.

At the Ag Advisory Committee meeting on October 3, 2024, the committee took an action which was very carefully worded, based on our many concerns about the plan and potential (and unknown) impacts on the ag industry. That action was as follows:

"The Ag Advisory Committee recommends acceptance not approval of the Ag Working Landscape Plan Draft #4 conditioned that it is only a source document to help formulate the General Plan and that the AAC advise the Planning Commission and Board of Supervisors on sections of the Ag Working Landscape Plan that will benefit the General Plan."

We recognize that this plan was grant funded and hoped that accepting the plan would enable full grant reimbursement for work done to date. However, we do not and will not support approving or adopting the plan. We are aware of one other grant funded controversial project that was accepted, such as we are recommending for this plan.

It is unfortunate that staff chose not to present the Ag Advisory Committee's recommendation to the Commission. They are suggesting the Commission and Board accept and adopt the plan.

This is what County Code says regarding the Ag Advisory Committee's duties:

2.110.060 Duties
The committee shall provide comment, recommendation, and advice to the planning commission, board of supervisors and its personnel on the following matters:

1. A. Advise and provide recommendations on agricultural issues associated with the general plan and zoning;

2. B. Review and provide recommendations on changes in policy for implementing the Williamson Act (Land Conservation Act);
3. C. Review and provide recommendations on applications for new Williamson Act (Land Conservation Act) contracts, applications for cancellation of Williamson Act (Land Conservation Act) contracts, and non-renewal of Williamson Act (Land Conservation Act) contracts; and
4. D. Recommendations to the board of supervisors on matters of importance to the agricultural community and agricultural industry.

Please give favorable consideration to the Ag Advisory Committee's recommendation for action on the AWLCP Draft #4 at your meeting on Friday.

Thank you,

Kelly Williams
209-401-3094

Public Comment #3
From: Jordan Cory
Received: November 14, 2024

Public Comment #3

From: Jordan Cory <jwcory14@gmail.com>
Sent: Thursday, November 14, 2024 4:00 PM
To: Steve Engfer
Cc: Hannah Harrison; Ben Goger; Danielle Bondshu
Subject: Upcoming Staff Recommendations for AWLCP Draft #4 to Planning Commission

You don't often get email from jwcory14@gmail.com. Learn why this is important

Good Afternoon,

My name is Jordan Cory and I am an alternate member for the Agricultural Advisory Committee (AAC) and a proud Farm Bureau board member.The Mariposa County Farm Bureau as well as our County's Agricultural Advisory Committee not only believe in helping out our fellow agricultural community, we have a responsibility to advocate for our industry.

With that said, I have found some discrepancies in language set to be used for the upcoming Agricultural Working Lands Conservation Plan (AWLCP) presentation that will be delivered to the Planning Commission tomorrow (11/15/2024). The discrepancies are from the language used in recommendation from the AAC.

During the most recent Agricultural Advisory meeting it was made very clear how the AAC viewed this plan and what our ultimate action/recommendation of the plan would be. During that meeting we, the AAC, were very specific with our motion to recommend "***acceptance***" of the AWLCP. We also specifically did not use the word "***adopt***" in our motion of a recommendation that would be passed along to the Planning Commission and then on to the Board of Supervisors. Below is the unanimous motion that passed:

"The Ag Advisory Committee recommends acceptance not approval of the Ag Working Landscape Plan Draft #4 conditioned that it is only a source document to help formulate the General Plan and that the AAC advising the Planning Commission and Board of Supervisors on sections of the Ag Working Landscape Plan that will benefit the General Plan."

This is recorded if you would like to go back and listen to the discussion and the ultimate result of that meeting on the AWLCP Draft #4 action item.

In tomorrow's (11/15/2024) Planning Commission meeting agenda Section F Action Items - Planning 1 reads as follows:

" A Resolution recommending that the Board of Supervisors accept *and* ***adopt*** *the Agricultural and Working Lands Conservation Plan (*AWLCP*) as a supporting plan to the General Plan and work with the Agricultural Advisory Committee to select portions of the* AWLCP *that will benefit the 2026 General Plan Update of the Agriculture Element."*

A few things come to mind here with this Action Item:

1. Drawing attention to the bolded word "**adopt**." This language was specifically not used in the recommendation from the AAC and it goes without question that this resolution recommending the board of supervisors accept and ***adopt*** is not an accurate representation of what the AAC discussed and recommended moving forward.
2. The word ***adopt*** can be interpreted in a much more powerful way than accept or approve. "Adopting" the AWLCP would mean placing precedence on this document over others and is a stronger commitment than approving.

3. The recommendation from the AAC is not listed, why? As noted above the AAC has the duty to be the voice for agriculture in the county and the specific recommendation of the AAC to the Planning Commission should be noted. The county outlines the importance of the AAC's recommendations when it comes to action items affecting the Ag Industry in the county.

A great deal of volunteer time, resources, and efforts have been put forth to help make the AWLCP a successful plan on behalf of the Ag community. With that said, I strongly feel that as the AWLCP moves forward to the Planning Commission and the Board of Supervisors that the AAC should have its recommendation depicted and conveyed justly and accurately.

Please take the following letter of concern forward to the Planning Commission on the 11/15/2024 meeting and an upcoming Board of Supervisors meeting where a recommendation will be made regarding the action item of the AWLCP.

Please provide written confirmation of receipt of this letter.

If there are any questions do not hesitate to reach out and let me know.

Kind Regards,
Jordan Cory
765-401-4078

Agricultural Advisory Committee
Draft Minutes from October 3, 2024

Mariposa County

http://www.mariposacounty.org/

Mariposa County DRAFT of the Agricultural Advisory Committee

DRAFT MINUTES OF THE AGRICULTURAL ADVISORY COMMITTEE

October 3, 2024

TIME: 8:30 A.M.
LOCATION: GOVERNMENT CENTER UPPER FLOOR
BOARD OF SUPERVISORS CHAMBERS
5100 BULLION STREET, MARIPOSA

A. Call to Order and Roll Call

Chair Tony Toso called the meeting to order at 8:30 am and called for the roll:

Members present: Tony Toso, Jordan Cory (alternate), Carla Kelly, John Shimer, Kelly Williams, and Lyle Turpin (alternate).
Members excused: David Mecchi.
Planning Staff: Steve Engfer, Sophea Craighead, Hannah Harrison, and Ben Goger.
Other County Staff or Representatives Present: Monica Nielsen (Ag Commissioners Office), and Mick Herman (District 3 Planning Commissioner).

B. Public Comment on Non-Agenda Items

Persons wishing to speak on a matter not on the agenda, but within the jurisdiction of the committee. None.

C. Approval of Minutes

1. **September 28, 2023** (Clarification needed on approval from June 20, 2024 meeting)

Kelly Williams made a motion to approve the September 28, 2023 draft minutes at the June 20, 2024 meeting when he was not yet a member; therefore, he could not vote. Staff requested clarification as to whether Williams was in attendance or had listened to the audio of the meeting and read the minutes in its entirety for a technical vote.

Toso noted that he found errors in the minutes and requested the following items be corrected:

- Lyle Turpin's name was misspelled on the agenda.
- Identify the alternate members (Jordan Cory and Lyle Turpin) on the agenda.
- Correct "ACC" throughout the minute as it should be "AAC".
- To include the vote count.
- Item #3 Elections, replace "appointed" with "elected".
- Page 2, Item 5a, change the language from "The parcel being undersized and not in compliance on its' own" to "The parcel being undersized and not substandard to minimal 160 acre requirement".

- Page 2, Item 5a, change the language from "Concerns were raised about the neighboring parcel, under separate ownership which is also undersized and cannot stand on its own for compliance" to "Concerns were raised about the neighboring parcel under separate ownership which is also undersized and not substandard to the minimal 160 acre requirement".
- Page 2, Item 5a, remove "a" before Non-Renewal and replace "were" with "where" to state "The option of Non-Renewal was suggested for the applicant where they could come back after the orchard….".
- Page 2, Item 5a, amend "By Motion of Kelly, Seconded by George, the ACC was unable to support a recommendation at this time to allow for a building permit for a residence , application was denied" to "By Motion of Kelly, Seconded by George, the AAC voted that they were unable to support an approval recommendation at this time. Application was denied". Also, to include the votes.
- Page 2, Item 5a, last paragraph, change "After the vote, Toso stated that it is the Department of Conservation that sets the rules and is our duty to support the program" to "After the vote, Toso stated that it is the California Department of Conservation that sets the base LCA guidelines and the county is obligated to follow them."
- Page 2, Item 5b, to include "approval of " before the project as presented, and to include the votes.
- Page 3, Item 5c, replace "agricultural operations" with "LCA contracted property".
- Page 3, Item 5c, last paragraph, to include "an approval for" before the project as present. Also, include votes after motion moved.
- Page 3, Item 5d, change "By Motion of Kelly, Seconded by George, the AAC recommended to retain the $3,000 minimum income requirement for intensive use" to By Motion of Kelly, Seconded by George, the AAC recommended for approval to retain the $3,000 minimum income requirement for intensive AG use for properties in an LCA contract". Also, to include votes after motion moved.

Engfer suggested to bring the draft minutes back for final approval at the next meeting. Toso agreed and requested for a motion to table the September 23, 2023 draft minutes to the next meeting.

By Motion of Carla Kelly, seconded by Kelly Williams, the AAC approved to tabled the September 28, 2023 draft Minutes to the next meeting for final approval with the recommended amendments. Motion passed. 4 Ayes, 0 nays, 1 excused (David Mecchi), 1 abstained (Lyle Turpin).

2. June 20, 2024

Toso recommended the following corrections to the June 20, 2024 draft minutes:

- Identify Lyle Turpin as an alternate.
- Item 3, Election, replace "John Shimer is the Vice Chair" with "John Shimer has been the Vice Chair".
- Correct "ACC" throughout the minute as it should be "AAC".
- To include votes for all motions passed throughout the draft minutes.

- Item 3, Election, replace "re-appointed" with "re-elected".
- Item 3, Election, last paragraph, identify that Kelly Williams is representative for the Farm Bureau, and Jordan Cory is the alternate for the Farm Bureau.
- Page 2, Item 5a, 4th paragraph, 1st sentence, change "approving" to "recommending the approval of" the draft.
- Page 2, Item 5a, 4th paragraph, 2nd sentence, include "AWLCP" before recommendations.
- Page 2, Item 5a, last sentence, replace "farming area consisting of cattle ranchers which is the most natural form of farming" to "is an area primary consisting of cattle ranches which is the most common agricultural practice".
- Page 2, Item 5b, 1st sentence include "made a motion to" after Shimer, to state: "After discussion, Shimer made a motion to nominate Toso to be on the Ad-Hoc committee".
- Correct the spelling of Shimer.

By Motion of Carla Kelly, seconded by John Shimer, the AAC approved the June 20, 2024 draft Minutes as amended. Motion passed. 4 Ayes, 0 nays, 1 excused (David Mecchi), 1 abstained (Lyle Turpin).

D. Actions Items - Recommendation Requested

Toso opened the Action items and provided a brief introduction noting that the first four applications the committee will be providing recommendations, the fifth application is for discussion and providing input, and the sixth item will be covering the Agricultural and Working Lands Conservation Plan (AWLCP).

1. **Land Conservation (Williamson) Act Application Number 2023-143; APNs 017-090-015, 017-070-002, 017-090-002, 017-090-011; 3000 Old Highway; Craig Mathis, applicant.**

Prior to Planning Director, Steve Engfer's presentation, he introduced the applicant, Craig Mantis, who was on the phone.

Applicant is proposing four parcels to be included in the new Land Conservation Act (LCA) contract for a total of 750.69 +/- acres that exceeds the requirements of 160 acres minimum size that has been used for cattle grazing and will continue to be used for cattle grazing in the future.

There was no public comments received.

Committee member Turpin questioned why the 11 acre parcel wasn't included in the map that should have been presented to the committee. Engfer explained that there was an error when the map was generated. Williams noted that this was not noted in the project description.

A brief discussion occurred regarding and error on the map when it was generated showing the

11 acre parcel being separated from the other parcels.

Williams made an amendment to the previous motion to include this 11 acre parcel, Assessor's Parcel Number 017-070-002-000, should have been listed in the project description as not being separated as showed on the map and should state contiguous.

By Motion of John Shimer, seconded by Carla Kelly, the AAC recommended the approval of the LCA application 2023-143 as amended with clarification for Planning Commission and the Board of Supervisors appropriately included in the recommendation. Motion passed. 5 Ayes, 0 nays, 1 excused (David Mecchi), 0 abstained.

2. Land Conservation (Williamson) Act Application Number 2024-085; APN 017-080-059; 3520 Ben Hur Road; Matthew Dimmick, applicant.

Applicant proposed one parcel to be included in the new Land Conservation Act (LCA) contract. This parcel has 210.09+/- acres and currently being leased as rangeland for cattle grazing for three years and he plans to continue this use with a shop on the parcel.

Steve Engfer, Planning Director, presented the project and noted that the Agricultural Preserve questionnaire was not included in the agenda packet, but was provided to the committee prior to the meeting.

Williams noted that the vicinity map included in the packet is not for this parcel.
Toso noted that the Assessor's Parcel Number listed in the resolution is incorrect and not for this parcel. Engfer noted that these will be corrected.

A discussion occurred regarding the acre number listed per pair on the Ag Preserve questionnaire provided by the property owner. Dimick (on the phone) stated that the information was provided by a cattle guy and explained that he hasn't seen a fluctuation in the cattle numbers which have been consistent.

Committee member, Turpin expressed his concerns regarding the biennial report. Engfer noted and explained that there is an evaluation base on the carrying capacity for different lands throughout the county, and noted that in the future, staff will take into consideration for the information provided by the land owners, in response to the biennial report to meet the reasonable assessment.

There was no public comment received.

By Motion of Kelly Williams, seconded by Carla Kelly, the AAC recommended the approval of the LCA application 2024-085 as presented. Motion passed. 5 Ayes, 0 nays, 1 excused (David Mecchi), 0 abstained.

3. Land Conservation (Williamson) Act Application Number 2024-095; APNs 017-580-003 & 017-580-004; 3397 Ben Hur Road; Galen Alldrin, applicant.

Applicant proposed two parcel to be included in the new Land Conservation Act (LCA) contract. This parcel has 445.21 +/- acres and currently being leased as rangeland for cattle grazing and will continue this use.

Steve Engfer, Planning Director, presented the project and noted that the Ag Preserve Questionnaire was not included in the agenda packet, but provided to the committee prior to the meeting.

There was no public comment received.

By Motion of John Shimer, seconded by Kelly Williams, the AAC recommended the approval of the LCA application 2024-095 as presented. Motion passed. 5 Ayes, 0 nays, 1 excused (David Mecchi), 0 abstained.

4. Land Conservation (Williamson) Act Application Number 2024-099 & Zoning Amendment Application Number 2024-119; APNs 014-290-020,014-290-021, 014-300-027, 014-300-028, 014-300-029, 014-300-031, 014-300-032 & 014-300-034; 4282, 4284 Triangle Road; Frederik Rodenhuis, applicant.

Applicant proposed 8 parcels totaling 638.93 +/- acres, currently zoned Mountain Home or Mountain General, to be included in the LCA Contract. The applicant is required to rezone all proposed LCA parcels to Agricultural Exclusive within one year of the LCA contract being executed. The parcels have been used for grazing in the last 3 years.

Steve Engfer, Planning Director, presented the project and announced that the property owner is present at the meeting to answer any questions.

No public comment received.

By Motion of Kelly Williams, seconded by Carla Kelly, the AAC recommended the approval of the LCA application 2024-099 and Zoning Amendment application 2024-119 as presented. Motion passed. 5 Ayes, 0 nays, 1 excused (David Mecchi), 0 abstained.

5. Pre-Application Number 2024-062; APN 008-030-006; 4816 Telegraph Hill Road; Shantikunj of North America, applicant.

Prior to Engfer's presentation, he introduced the applicant who was present and announced that this item is for discussion and possible recommendation. Then stated that the letter from UC Davis Ag Extension was not included in the packet, but provided to the committee prior to the meeting, and noted that today's goal is to request that the committee consider the pre-application proposal.

Engfer presented the project along with a PowerPoint presentation. He spoke about the parcel originally having a LCA contract until December 2016, a notice of Non-Renewal for the LCA was recorded by the previous owners. Then spoke about the proposal from the applicant for improvements on the property:

- Solar farm and power bank for electricity
- Wind mills for electricity
- Gazebo/monuments for religious symbols
- Learning and training center/residence for residence and ancillary religious training
- Sheds for dairy, nursery, spice, organic fertilizer
- Parking areas with accessible parking
- Septic tank with bio digester for bio gas
- Bio fuel storage tank
- 70,000 gallon water storage tank

Engfer recommended that staff and AAC members conduct a site visit for a better understanding of the project.

Travis Van Ligten (Land Use Attorney) introduced himself and his client, SONA (applicant) noted that they are here to address any questions and have no problem with a site visit. He stated that they are hopeful to run those efforts conjointly with staff's processing of the ultimate determination letter on whether certain usages are compatible and which usages are not. They are asking for clear directions so they can potentially move forward with some of the project. Then he spoke about some of the work that has been done on the property and address the monument, gazebo and housing plans.

After a lengthy discussion, the AAC recommended that County Council review the proposal and advise if this project is appropriate with the Williamson Act and will maintain the integrity. Engfer noted that staff will work with the applicant and Council and bring the project back to the committee.

Recess was taken at 10:27 AM and reconvened at 10:36 AM.

6. Discussion, Direction and potential recommendations on the Agriculture and Working Landscape Conservation Plan (AWLCP) DRAFT #4

Engfer introduced Planning Staff: Ben Goger, Senior Planner and Hannah Harrison, Community Design Development Planner, who presented the AWLCP draft #4 with a PowerPoint presentation.

Harrison introduced the AWLCP Draft #4, noting that this draft included the changes recommended by the AAC members and the Farm Bureau. Then provided a quick recap including the background of plan, why the plan was developed, and the key changes to Draft #4, review the table activity, discussion and direction from the AAC.

Goger spoke on the back ground intent of the AWLCP when they applied for the Agricultural Planning Grant Resolution 2019-522, and the specific Task 3.1 (General Plan Strategic Implementation Plan (GPSIP). Noting that Task 3.1 consideration of the impacts and benefits of the forest and agriculture on Mariposa GHG Reduction Program. Then noted that information was given on State executive orders and subsequent legislative actions that set Green House Gas.

Goger noted the key changes in draft #4:

- Remove language in the General Plan to focus on the General Plan Implementation Study.
- The GH Reduction Plan was not previously noted in a couple of the drafts, it was important this be noted, along with the reasons for why they applied for the grant.
- Incorporated the noxious weed management plan.
- Removal of obligatory language to voluntary language.

Goger spoke about the 2A (explore meat and animal product sales) and 3A (analyze viability for local beef processing) in Draft #4, and briefly noted the role that the USDA plays in the meat and animal product sales.

The AAC expressed their concerns and noted that the sale of meat is a private regulation and that the role of government in this instance should focused on the health and safety of the meat sales. The AAC does not understand why this item would need to be included in the AWLCP plan and feels that this item is not agricultural.

Also, the AAC shared positives about the AWLCP and concurred to move forward to receive the grant to fund the agricultural needs and be incorporated into the General Plan. They noted that they are passionate about agricultural issues and the ag industry. In addition, they understand that this is not a regulatory document but a collection of suggestions, recommendations based off the community's input and research. The AAC would like to come to a common ground to recommend the approval of the AWLCP without compromising Agricultural.

Chair called for Recess at 12: 13 PM and the meeting reconvened at 12: 20 PM.

After a lengthy discussion, staff recommends following the AAC's recommendations of "Recommend acceptance (not approval) of the AWLCP Draft #4, conditioned that it is only a source document to help formulate the General Plan, and that the Agricultural Advisory Committee advise the Planning Commission and Board of Supervisors on the sections of the AWLCP that will benefit the General Plan."

There was no public comment received.

By Motion of Kelly Williams, seconded by Carla Kelly, the AAC recommended the acceptance (not approval) of the AWLCP Draft #4, condition that it is only a source document to help formulate the General Plan, and that the AAC advise the Planning Commission and the Board of Supervisors on the sections of the AWLCP that will benefit the General Plan. Motion passed. 5 Ayes, 0 nays, 1 excused (David Mecchi), 0 abstained.

E. Informational Items: no action will be taken by the Committee

None.

F. Set Next Meeting (if necessary) and Adjournment

Chair Toso adjourned the meeting at 12:35 PM.

Respectfully Submitted by Sophea Craighead, Acting Secretary for Agricultural Advisory Committee, Office Technician, Planning Department

Here are some setback requirements from the 2022 California Building Code:
Urban Setting

Residential houses
The minimum distance from the front property line is 35 feet, but the zoning map may specify a greater distance. The minimum distance from the side and back property lines is 10 feet, and 3 feet from any easement. For lots that are 50 feet or less in width, the distance from the side property lines is 5 feet.

Pools
The setback between pools and slopes is half the building footing setback distance. The portion of the pool wall within 7 feet of the top of the slope must be able to support the pool's water without soil support.

Photovoltaic arrays
If a photovoltaic array occupies more than 33% of the roof's total plan view area, there must be a clear setback of at least 36 inches.

Building separation
The California Building Code requires separation between buildings on a single lot or on adjacent lots based on occupancy use.

Examples:

Fire-resistant walls
In two-family dwellings, dwelling units must be separated by walls and floors with a fire-resistance rating of at least one hour.

Automatic sprinklers
New Group R-3 occupancies must have fire sprinklers, unless allowed by Technical Bulletin RESD-3-4. Additions, alterations, or remodels to Group R-3 occupancies that increase the floor area by more than 50% also require automatic sprinkle

Separated occupancies
Different occupancies must be separated by rated walls and floors or ceilings and base on the type of material use, wood, metal studs, etc.

Fire separation distance
The minimum distance between a building with polypropylene siding and an adjacent building is 10 feet.

Mariposa County

Mariposa County MINUTES the Planning Commission
http://www.mariposacounty.org/

ART BAGGETT, CHAIR	**DISTRICT I**
WARREN GRAY	**DISTRICT II**
MICK HERMAN	**DISTRICT III**
DENI SMITH, VICE CHAIR	**DISTRICT IV**
JOHN MCCAMMAN	**DISTRICT V**

PLANNING COMMISSION
FINAL ACTION SUMMARY MINUTES (APPROVE 1/10/25)
DECEMBER 6, 2024

A. Call to Order and Roll Call

Chair Baggett called the meeting to order at 9:06 AM.

Attendee Name	Title	Status	Arrived
Art Baggett	District I	Present	9:00 AM
Warren Gray	District II	Present	9:00 AM
Mick Herman	District III	Present	9:00 AM
Deni Smith	District IV	Present	9:00 AM
John McCamman	District V	Present	9:00 AM

B. Pledge of Allegiance

Commissioner Gray led the pledge.

C. Public Comment on Non-Agenda Items

Persons wishing to speak on any item of interest within the subject matter or jurisdiction of the Commission that is not on the agenda.

Brenda Ostrom (resident), expressed her concerns regarding the lack of stars seen at night due to bright lights from Dexter view and in town.

Floyd Davis (resident), provided clarification on setbacks pertaining to building codes and provided a handout.

Barry Perkins (Wawona resident), briefly touched on the importance of code enforcement.

D. Approval of Minutes

1. **Planning**

Planning Commission - Regular Meeting - November 15, 2024

Staff recommended that the commission table the November 15, 2024 minutes to the January 10, 2025, meeting to make corrections and to include the 2022 California Building Code handout (provided by Floyd Davis) to the minute packet.

By motion of Commissioner Herman, seconded by Commissioner Smith, the Planning Commission approved to table the minutes of November 15, 2024, to the next meeting date of January 10, 2025. Motion passed.

RESULTS: APPROVED
AYES: Commissioner Baggett, Commissioner Gray, Commissioner Herman, Commissioner Smith, Commissioner McCamman.
NOES: None.
ABSTAIN: None.
EXCUSED: None.

E. Action Items

1. **Planning**

Adopt a Resolution Approving Year 2025 Planning Commission Meeting Dates

Baggett noted that the August 16, 2025 meeting date should be August 22, 2025.

Planning Director, Steve Engfer advised that the January 24, 2025 meeting may need to be cancelled due to the availability of the Chambers room while the first floor undergoes flooring renovation that may impact the upper level floor. Staff will provide an update once dates have been determined and the chambers room can safely be occupied.

By motion of Commissioner Smith, seconded by Commissioner McCamman, the Planning Commission adopted a resolution approving year 2025 Planning Commission Meeting Dates with the correction of the August 16, 2025 to August 22, 2025 meeting date as amended. Motion passed.

RESULTS: ADOPTED AS AMENDED
AYES: Commissioner Baggett, Commissioner Gray, Commissioner Herman, Commissioner Smith, Commissioner McCamman.
NOES: None.
ABSTAIN: None.
EXCUSED: None.

F. Development Code Update - Planning Commission

1. **Planning**

Planning Commission Development Code Update Draft (Zoning and Subdivision Ordinance) - Workshop No. 3

Engfer informed that the following public comments were received after the agenda packet was published:

Beth Pratt and Lucky Let, on International Dark Sky Compliance and light pollution, Debra Kroon and Yosemite Conservancy regarding articles in the Development Code Update Draft.

The hard copies of the above public comments were provided to the commission and the public.

Baggett called for recess at 9:31 AM and reconvened at 9:43 AM.

Engfer stated that this is a working draft to receive the public and Commissioner's input for recommendation to the Board of Supervisors, and highlighted the three focus areas for discussion - the Accessory Dwelling Units (17.54), Density Bonus (17.56), Bed & Breakfast and Vacation Rental (17.52).

Before Senior Planner, Ben Goger started the presentation, Commissioner McCamman directed for staff to amend the language in the staff report from "The Planning Commission recommended that staff prepare" to "The Planning Commission directed staff to prepare". McCamman's intent for the change was that he wanted it to be clear that the recommendation to the Board of Supervisors is coming from the Planning Commission and not staff.

Goger noted that the Accessory Dwelling Units (ADU's), Chapter 17.54 has been prepared for the commission's final approval and requested to forward the ordinance to the California Department of Housing and Community Development (HCD).

Baggett directed for staff to remove Section 2A, on page 89, under ADU's that state "The ADU shall not be sold or otherwise conveyed separately from the dwelling(s)." Engfer acknowledge the direction and noted that staff will redline Section 2A.

Public comments were received by the following:

Colleen Rhodes (resident), found errors in the draft development code update and suggested that staff use the search replace function, and noted that the government code section 65852.26 was a code that was repealed and should not be used as a reference.

Kris Casto (resident), asked for clarification regarding the height and setbacks requirements.

Ken Melton (resident), asked for clarification regarding the selling of an ADU's.

Rick Lobaugh (resident), asked for clarification on how many ADU's are permitted on a parcel, selling the ADU's, and the deed restriction.

Beth Pratt (wildlife advocate), spoke about the Dark Sky ordinance for the wildlife safety and offered consultant services.

Goger stated that the Density Bonus Chapter 17.56 has been prepared with the redline per the commission's direction, and added that staff required additional time to work on the workforce housing definition in relation to the density bonus. He elaborated on the reasons why a more flexible definition is better for the county. Also, to include another provision with the objective design standard for Planners. Then asked for the commission's recommendation.

The commission provided the following recommendations for staff:

- Leave the income levels out
- Density Bonus should be as flexible as possible.
- Directly reference the provision that states the Planning Director has discretion to increase the flexibility in the Density Bonus.
- Further reduce the density table.
- Keep it simple (allowing the public to bring in their proposal to meet that criteria).
- Provide an appendix instead of including the tables in the document.

Public comment was received by Colleen Rhodes, who was in agreement with McCamman regarding the simplicity of the Density Bonus.

Goger expressed appreciation to county staff for their feedbacks regarding the Bed and Breakfast and Vacation Rentals, Article 4, Chapter 17.52.060, and stated that an internal review was conducted that resulted in changes pertaining to definitions and intent, occupancy, noticing, transfer of certificate, streamlining inspections, nuisance, and compliance.

After discussion, the commission concurred with staff's recommendation to add language that allowed for some discretion upon reviewing tax code and county counsel to transfer the Transient Occupancy Tax Certificate (TOT Certificate) for vacation rentals; to include language for enclosed trash disposal considered as a nuisance; and that inspections are required for short term rentals built prior to 2016 for transfer of TOT Certificate and new applications. Lastly, to include language for lighting standards that spans across the board.

Staff noted that they will reach out to County Fire for further information regarding the presence of CAL Fire's jurisdiction for short term rentals.

Public comments received by the following:

Berry Perkins (Wawona residence), shared that the Wawona Town Planning Area has a light appendix and suggested using a down casting lighting fixture for a less expensive way to remedy the problem. Then briefly spoke about the lack of enforcement in the area, and provided input regarding the 10 person maximum in Wawona.

Ken Melton (resident), expressed disapproval of CAL Fire involvement with short term rentals regarding approvals and questioned the reasons for why their involved and spoke about lighting being a county wide nuisance definition under enforcement.

Beth Pratt (wildlife advocate), in agreement with the commissioners on nuisance of trash disposal and lighting standards to span across the board.

Kris Casto (resident), asked the commission for exceptions for operators who resides on-site for inspections, and to allow the public four years to meet the lighting standards requirement.

Berry Perkins (Wawona resident), provided a response to Ken Melton's comment regarding CAL Fire

involvements with short term rentals and expressed appreciation and welcomed CAL Fire's inspections for short term rentals.

Commissioner Herman left the meeting at 11:51 AM.

Baggett called for recess at 11:51 AM and reconvened at 12:07 PM.

Engfer provided an update on the tiny home and park model residential uses, RV's as an alternative housing option, secondary residences, specific uses and development standards, hip camp and noted that staff is working on these to bring back to the commission.

McCamman requested a re-write to code section 17.52.030, Agriculture as it includes agritourism and agri-homestay and requested a joint meeting with the Agricultural Advisory Committee (AAC) that led into a discussion. Staff advised that the AAC will be reviewing any codes related to agriculture. Also, Community Design and Housing Specialist, Polina Pivak will be providing the findings related to the Williamson Act Contract in relations to ADU's, workforce housing, and agritourism at the next Planning Commission meeting.

Engfer provided background information regarding the Code Compliance Program for the Development Code Update Enforcement Provisions, Chapter 17.144 that was directed by the Board of Supervisors that included the participation of the Code Compliance Advisory Committee (CCAC). Engfer noted that the Board directed staff to create the Abandon Vehicle Abetment Policy that staff has been working on for 2025.

Public comments were received by the following CCAC members:

Ken Melton, spoke about the findings regarding tiny homes in other jurisdiction as not being defined in the State of California or Mariposa County. He then expressed that the applicant should not be required to pay the appeals fee, that complaints should not be anonymous, and suggested that the CCAC has a joint meeting with the Planning Commission.

Gabe Edwards, spoke about the lack of knowledge the public has regarding county codes and that current county codes are out of date. He expressed that the county should not enforce new codes but apply the current codes.

Colleen Rhodes, stated that there are codes In Chapter 17.144 sections that are in violation of state law that need to be removed. Also, Title 1, 8 & 15 with code compliance issues. She agreed with McCamman regarding the abatement process and asked the commission to delegate the task to the CCAC.

Baggett noted that the CCAC can provide their recommendations to the commission.

Lydia Clary (previous CCAC member), spoke about the notice and order to abate, that a business practice to enforce code is needed that doesn't include fines, and that people need to feel safe in order for them to comply.

Kris Casto, stated that she is honored to serve on this committee and in agreement with Lydia Clary about making the public feel safe.

Ken Melton, stated that the CCAC has the ability to address the problems, and requested to provide the commission with the CCAC recommendation.

Engfer highlighted that there is a possibility for the Planning Commission and the CCAC to have a joint meeting on January 10, 2025.

G. Commissioner Reports

None.

H. Information Items

None.

I. Future Agenda Items

- Hapy Goat
- Unhabitable Structure (Warren Gray)

J. Adjournment

There being no further business, the meeting was adjourned at 1:33 PM

Respectfully submitted,

ART BAGGETT, Chair
Mariposa County Planning Commission

SOPHEA CRAIGHEAD, Secretary
Mariposa County Planning Commission

Note: Full audio recordings of the minutes are available from the Planning Department by request or online: Agendas & Minutes | Mariposa County, CA - Official Website

COMMENTS RECEIVED AFTER PACKET DISTRIBUTION

From: No Reply <noreply@civicplus.com>
Sent: Wednesday, December 4, 2024 6:03 AM
To: Board Clerk <board-clerk@mariposacounty.org>
Subject: Public Comment Submission

Submitted by: Lucky Let
Email Address: varner@sti.net

Commented on event: https://mariposacoca.portal.civicclerk.com/event/277/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: have seen the light pollution increase in town over the decades. it's already killed off most of the animals and stressed the trees and it continues to get worse. most of the worst offenders are obvious. but this whole thing is a threat to our community and the remaining wildlife that surrounds us. i think people ought to be proud to have their house dark while they can see the night sky. and other people might just end up turning off their useless lights too. maybe they'll get a flashlight. . .

Setback requirements for residential properties in California – 2022 Building Code

- **Front property line**: The minimum distance is 35 feet. For residential uses, the front yard road setback is 20 feet from the edge of the road right-of-way, or 45 feet from the centerline of the road right-of-way, whichever is greater.
- **Back and side property lines**: The minimum distance is 10 feet. However, if the property is less than three acres in size and served by public water, the setback from the side property line can be reduced to 10 feet, and the rear setback reduced to 20 feet.
- **Easements**: The minimum distance is 3 feet.
- **Side property lines for lots with a width of 50 feet or less**: The minimum distance is 5 feet.
- **Small or irregular lots**: The rear and side setbacks are 4 feet to the side property line and 4 feet to the rear property line. However, these setbacks can be waived for small or irregular lots that would otherwise be impossible to build on.

Mayflower Compact – first self-government in the new world.

Short definition – **"We the people formed a government by the people for the people."** – This is a core principle of democracy, essentially stating that the power of a government comes from the citizens, it is most prominently found in the opening words of the United States Constitution's Preamble, "We the People.".

Euclid v. Ambler Realty Co

In the 1926 Supreme Court case Village of Euclid v. Ambler Realty Co., the court ruled 6-3 in favor of the Village of Euclid, establishing the constitutionality of zoning ordinances and the authority of municipalities to regulate land use:

- **Established zoning as constitutional -** The court ruled that zoning ordinances are a valid exercise of a state's police powers.
- **Set a high bar for declaring zoning unconstitutional -** The court ruled that a zoning ordinance can only be declared unconstitutional if it is "clearly arbitrary and unreasonable and without substantial relation to public health, safety, morals, or welfare
- **Established the practice of land-use zones -** The court established the legal precedent and constitutional justification for zoning and comprehensive land-use planning.
- **Upheld the Village of Euclid's zoning plan -** The court rejected Ambler Realty's arguments that the zoning ordinance was unconstitutional. The court concluded that the ordinance was a valid exercise of the village's police power and did not exceed the local government's authority.

The case involved the Village Council of Euclid, which established a comprehensive zoning plan in 1922. The plan outlined land use, lot sizes, and building height for each of the six zones established by the council.

Example of Police Powers:

1) Oregon - Jackson County – Marijana Use Regulations - B) Setbacks - 1) No outdoor marijuana production within 250 feet of any city limits (Example: Jacksonville, Oregon) and the White City Urban Unincorporated Community Boundary.

2) The City of Solvang, California has several ordinances and guidelines that apply to the Village area, including:

- **Building permits** -Any exterior changes to a commercial building in the Village area require a building permit and review and approval from the Board of Architectural Review. The permit application is available at the Building Department counter or on the city's website.
- **Sign regulations** -Signs that rotate, move, flash, or change are not allowed, except for signs in the old-world style in the village area. Outdoor decorations and merchandise that are used as attention-getting devices are also not allowed, except for those approved by the design review committee.
- **Land use** - The city encourages high-density residential development near services and transit. Commercial uses are intended to provide retail sales, services, employment, entertainment, and culture.
- **Planning and Community Development** - The city's Planning and Community Development Division promotes long-term land uses that protect the environment and foster economic prosperity. The city also aims to preserve, protect, and promote the Danish and Northern European architectural design theme in the Downtown Village.

By use of the Police Powers, then: "We the people of Mariposa can in act laws that are by the people and for the people."

Such as:

- **Setback requirements we see fit regardless of any other regulations – case in point.**
  - The wildland urban interface (WUI) is in effect for Mariposa County and part of the current Building Code. Thus, the State Fire Mashall has a list of mandatory materials to be used to resist fire spread. An additional setback requirement would be redundant and therefore an example of over regulations and an overreach of government that is not "By the people for the people".
- **RV Park Models on private land**.
  - Current State Public Health Code prohibit such use. Thus, another example of regulations that are not "By the People and for the people."
- **The use of Efficiency Dwelling Units - California's building code requires the following**:
  - A living room with at least 190 square feet of floor area
  - A separate closet
  - A kitchen sink, cooking appliance, and refrigerator with at least 30 inches of clear working space in front
  - A separate bathroom with a water closet, lavatory, and bathtub or shower
  - Light and ventilation that meets the code
  - Local ordinances may modify these requirements.
  - Developers must go through the building approval process, which may include an environmental review or conditional use permit.

Outlook

PUBLIC COMMENT AGENDA ITEM December 6, 2024 #F

From Adonia Ripple <aripple@yosemite.org>
Date Thu 12/5/2024 10:32 PM
To PlanningDept <planningdept@mariposacounty.org>
Cc Art Baggett <baggett.art@gmail.com>; Ben Goger <bgoger@mariposacounty.org>; Frank Dean <FDean@yosemite.org>

Some people who received this message don't often get email from aripple@yosemite.org. Learn why this is important

Dear Mariposa County Planning Commissioners,

Yosemite Conservancy will be submitting formal comments and suggested language regarding the ongoing Mariposa County Development Code updates for your consideration in the next few weeks.

In the interim please consider the following initial suggestions for your meeting on December 6, 2024.

Workforce Housing: We believe that the term *Workforce Housing* needs clarity and definition in the code. Consider describing it as Rural Workforce Housing to start, given the unique attributes of a rural workforce and the type of housing and distances from work that deserve consideration for this mountainous environment. Define the type of people in this workforce that the housing is intended to serve and that they do not have to actually work at the specific housing location. NPS and Aramark are the largest employers in the County and support the largest economic driver in the County, Yosemite National Park. Identifying these employees specifically would be helpful. Employees with public safety roles such as park rangers, firefighters, and teachers are examples. Essential cooperators for operation of Yosemite National Park would also be a way to state this.

Flexibility in Housing Typologies: Allow for more flexible and lighter on the land housing typologies to make appropriate development more tenable. The very real fire risk and insurance costs may prohibit larger projects and disincentivize housing investments. By permitting housing units that are generally considered temporary to be used residentially such as RVs, tent cabins, tiny homes, park mobile units, and campgrounds, you would open a whole range of housing opportunities for what is primarily a seasonal work force. One need only look to historic work camps in Yosemite for inspiration on how the design codes could be created. On site-built construction is costly and can be easily lost in wildfire. Adding considerations for housing types that are simple to erect and can be removed easily, as well as RV parks and campgrounds will most easily expand opportunities to house this largely summer work force. Standards could be developed to provide a consistent appearance.

Density Bonuses: We would like to see extensive consideration of density bonuses for all zoning types and include workforce housing as eligible in addition to the typical affordable housing bonus. A recent study found there to be a 300-employee bed deficit just for the National Park Service in Yosemite. A key move to meet this is to allow for denser, multifamily and mixed-use development. Density bonuses are essential to house staff efficiently. Part of what makes El Portal such a desirable park community is the density. While people enjoy the rural life, having a sense of community, neighbors to socialize with, and resources close at hand is what creates staying power for park employees. Communities like Yosemite West that are primarily occupied by short term vacation rentals could develop a much stronger sense of

community for year-round and seasonal employees of the park, if denser, residential construction was permitted.

Thank you for your consideration of these initial comments. We will send along our formal input by mid-January.

Adonia Ripple
She / Her

Chief of Yosemite Operations
Yosemite Conservancy
yosemite.org

209-379-2050

Yosemite Conservancy is celebrating a Century of Conservation!
For 100 years, we've helped people protect and connect with Yosemite through philanthropy, volunteering, adventures, and the arts. We're the only nonprofit dedicated to supporting Yosemite National Park, and we fund grants to improve trails, restore habitat, protect wildlife, and inspire the next generation of nature lovers.

Learn more and get involved at yosemite.org

Outlook

PUBLIC COMMENT ITEM #F -- Development Code Update

From Debra K <duk@sti.net>
Date Thu 12/5/2024 6:24 PM
To PlanningDept <planningdept@mariposacounty.org>
Cc Rosemarie Smallcombe <rsmallcombe@mariposacounty.org>

1 attachment (317 KB)
Comments from Debra Kroon.pdf;

Pdf attached for your convenience; see below for comments from Debra Kroon.

<<...>>

Greetings:

Having reviewed the proposed Title 17 update, please see my comments below. Some are concerns, some items request clarification, some are proofreading notes – but all are part of my desire to have the final adopted version be without need of amendment during the first few years. It was a long processing adopting Title 17 circa 1985, as all zoning prior to that time was done by resolution and by ordinance.

Comments re Article 3 – Regulations Applicable to All Zones

17.38.040.K.4 and 17.38.040.K.6: "On-street" should be changed to "off-street". Yosemite West does have extensive road right-of-way between the pavement berm and the property line in many locations; the community does not object to people using the dirt area between the paved berm and the property line for parking. However, *no one* truly wants to have parking permitted on the paved portions of the streets at Yosemite West (which I would consider as "on-street"); in fact, parking on the pavement is prohibited during snow removal times.

Note that on-street, off-street, on-site, and off-site are not included as definitions in Article 9.

Table 3-1: Are parking spaces for homes, B&Bs, and vacation rentals 9 ft x 19 ft? 17.38.050.5 requires 9 ft x 20 ft for a parking space. Both of these are a change from the current requirement.

Comments re Article 4 – Regulations for Specific Land Uses

Table of Contents – Figures: No table of figures entries found.

My suggestion: If no figure entries, then discard "Figures" from Table of Contents; if there are figure entries to be included in the Table of Contents, this still needs to be done. There were no 'figure' entries doing a search in Article 4.

17.50.010.B.4 – last line: suggest "on which the use occurs." Rather than "on which the use(s) is located." Alternately, it could read "on which the use(s) is/are located."

17.52.020.B – The term "adult-oriented businesses and entertainment" does not exist in Article 2; the only potential category would be "Recreation and Entertainment". According to the definitions, the only entertainment definition which *does not* specifically exclude adult-oriented businesses and entertainment is Guest Ranch. It should be quite clear and *very* specific as to where this type of activity is and is not allowed.

17.52.020.E – It appears only a CUP is required for a Guest Ranch in AE, GF, and TE zones. Personally, I would much prefer that no one is driving through Yosemite West to reach one of the 40-acre or larger outlying parcels in order to partake of this type of entertainment. Perhaps you could add requirements for access to be provided by paved roads of at least 24-ft width (or whatever is the *current* minimum two-lane road width, including shoulders), as one would expect consumption of "adult substances" upon the premises or in the parking area as typical for this type of business.

17.52.030.C.2 – fifth line – perhaps insert "ever" between "shall" and "be", as improper operations are addressed in the following sentence. We do wish to preserve and encourage our agricultural roots in Mariposa County.

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Note: *May* be of value for consistency to have response within fourteen (14) days, rather than ten (10) days for Scenic Highway Review Plan 17.110.020.C 1 and 3, rather than having two different deadlines for Planning Department response (17.110.020.A.2.c; 17.110.020.B.2.c; 17.116.020, first paragraph line four; 17.118.020.C).

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17.132.030.C. last sentence is a concern. Item B states that Public Hearings are Required. Item C states that Notice of Hearings are Required, not only in compliance with 17.136 but also with Government Code Sections 65090 and 65091. The last sentence then reads: **Any failure to provide required public notices shall not invalidate any proceedings for an amendment.** The failure to provide required public notices should necessitate re-scheduling of the proceedings at no cost to the applicant and with assurance that required public notices are provided. My suggestion is to strike the last sentence in its entirety.

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Private Water or Sewer System is *not* defined; Public Water or Sewer System is defined as two or more parcels sharing water or sewer system. In common real estate usage, a well shared by 2 to 4 parcels is considered a "shared well" (as opposed to a private well serving just one parcel); when a well serves more than four parcels, it *then* becomes a water system (and is subject to State water quality requirements for testing and maintenance).

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"Wireless communication facility – Minor" should read "Wireless Communication Facility – Minor".

Thank you for your time and consideration in reviewing these comments.

Debra Kroon

Property Owner, Yosemite West

Broker-Officer, Yosemite West Real Estate, Inc.

Member, Yosemite West District Advisory Committee

Greetings:

Having reviewed the proposed Title 17 update, please see my comments below. Some are concerns, some items request clarification, some are proofreading notes – but all are part of my desire to have the final adopted version be without need of amendment during the first few years. It was a long processing adopting Title 17 circa 1985, as all zoning prior to that time was done by resolution and by ordinance.

Comments re Article 3 – Regulations Applicable to All Zones

17.38.040.K.4 and 17.38.040.K.6: "On-street" should be changed to "off-street". Yosemite West does have extensive road right-of-way between the pavement berm and the property line in many locations; the community does not object to people using the dirt area between the paved berm and the property line for parking. However, *no one* truly wants to have parking permitted on the paved portions of the streets at Yosemite West (which I would consider as "on-street"); in fact, parking on the pavement is prohibited during snow removal times.

Note that on-street, off-street, on-site, and off-site are not included as definitions in Article 9.

Table 3-1: Are parking spaces for homes, B&Bs, and vacation rentals 9 ft x 19 ft? 17.38.050.5 requires 9 ft x 20 ft for a parking space. Both of these are a change from the current requirement.

Comments re Article 4 – Regulations for Specific Land Uses

Table of Contents – Figures: No table of figures entries found.

My suggestion: If no figure entries, then discard "Figures" from Table of Contents; if there are figure entries to be included in the Table of Contents, this still needs to be done. There were no 'figure' entries doing a search in Article 4.

17.50.010.B.4 – last line: suggest "on which the use occurs." Rather than "on which the use(s) is located." Alternately, it could read "on which the use(s) is/are located."

17.52.020.B – The term "adult-oriented businesses and entertainment" does not exist in Article 2; the only potential category would be "Recreation and Entertainment". According to the definitions, the only entertainment definition which *does not* specifically exclude adult-oriented businesses and entertainment is Guest Ranch. It should be quite clear and *very* specific as to where this type of activity is and is not allowed.

17.52.020.E – It appears only a CUP is required for a Guest Ranch in AE, GF, and TE zones. Personally, I would much prefer that no one is driving through Yosemite West to reach one of the 40-acre or larger outlying parcels in order to partake of this type of entertainment. Perhaps you could add requirements for access to be provided by paved roads of at least 24-ft width (or whatever is the *current* minimum two-lane road width, including shoulders), as one would expect consumption of "adult substances" upon the premises or in the parking area as typical for this type of business.

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Debra Kroon
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Broker-Officer, Yosemite West Real Estate, Inc.
Member, Yosemite West District Advisory Committee

Outlook

Written comment for 12/6 Planning Commission Meeting

From Beth Pratt <bpratt1@mac.com>
Date Thu 12/5/2024 5:06 PM
To PlanningDept <planningdept@mariposacounty.org>

2 attachments (3 MB)

Mariposa Planning Commission Letter 12052024.pdf; DarkSky Policy_OL Municipal Ordinance Template and User Guide_v1.0 with ToU Agreement (1).pdf;

Some people who received this message don't often get email from bpratt1@mac.com. Learn why this is important

Submitting the attached for written comment for the 12/6/24 meeting.

Thank you.

Beth Pratt
Conservation leader, author, wildlife advocate

Email: bpratt1@mac.com
Cell: (209) 620-6271 Office: (209) 966-2623

www.bethpratt.com

"Let us develop respect for all living things." Jane Goodall

December 5, 2024

Mariposa County Planning Commission
Government Center Board Chambers
Mariposa County Government Center
5100 Bullion Street, Second Floor, Mariposa, CA 95338

Dear Mariposa County Planning Commission:

Art Baggett
Warren Gray
Mick Herman
Deni Smith
John McCamman

My name is Beth Pratt, and I have been a resident of Midpines for 26 years. I have served in environmental leadership roles for over 35 years, and currently oversee wildlife conservation projects across California and beyond. I have also studied the local wildlife here extensively. My new book, *Yosemite Wildlife*, will be published next year. I love Mariposa County, and enjoy the natural environment it offers as well as the wonderful community of people.

Like many, I chose to live in Mariposa County because of the incredible natural landscape, the proximity to wildlife, and the ability to connect to nature. Many of us who work remotely make the choice to live here because of these characteristics of the area, and this brings economic benefits to local businesses given we can spend our salaries and pay taxes in the county. I also cherish this area for continuing to uphold the rural community values that protect this natural landscape and the wild world, and also the social fabric that accompanies it. Mariposa County is also treasured by visitors for their ability to spend time in the natural world, encounter wildlife, and view the spectacular scenery, and of course this also is a major driver of our local economy.

We need look no further than places like Oakhurst or Sonora to witness the troubling issues that come with overdevelopment and outsized growth. Indeed, a loss of our rural community character can also result in the alienation of residents and tourists who choose to go elsewhere to seek escape from an overdeveloped landscape that starts to banish the very natural world and rural community values they once sought here.

I want to ensure that all of our cherished values endure. As such, I am writing to ask that the Planning Commission as part of its updated Development Code include the International Dark Sky Places program and guidelines. Adopting either all or part of these guidelines will not only ensure we retain a major component of the rural character of our region, but also ensure the health of people, protect our wildlife, save energy, and preserve the economic advantage we possess for protecting the natural world and night sky viewing in our County and in and around Yosemite.

Light pollution is a growing concern across the globe and has impacts on both people and wildlife. Mariposa County currently possesses very little light pollution as compared with the rest of the state, and it's in the best interest of our community to maintain this standard. The impacts of light pollution have been well studied. I offer links to scientific literature in the appendix. In summary, as Dark Sky International notes:

> *"A growing body of evidence links the brightening night sky directly to measurable negative impacts on:*
>
> - *Wildlife and ecosystems*
> - *Human health*
> - *Energy and climate change*
> - *Crime and safety*
> - *Night sky heritage..."*

Mariposa County already features information about light pollution and "good neighbor" lighting guidelines on its website. This is a segment from the materials featured:

Wildlife

From bird feeders to firefly chases, many people like to experience wildlife in their backyard. But bright light throughout the night can have calamitous effects on animals, insects, and plants. As humans expand into more rural areas, our light pollution produces a continual state of "twilight" in the habitats around us. This twilight affects the mating habits, feeding patterns, and navigational skills of mammals, birds, amphibians, reptiles, and insects. Even certain trees are induced to shed their leaves out of cycle, disrupting the basis of the food chain. Scientists and researchers are only now beginning to understand the long term impacts of artificial light at night on ecosystems. Smart lighting choices can help restore the environmental balance in your neighborhood.

As the International Dark Sky Places program website states, "the program is recognized worldwide for protecting dark sites and communities through responsible lighting policies and public education." The benefits of the program include:

- Brings attention to the problem of light pollution and the need to preserve the night sky as a natural resource
- Supports management agencies in achieving long-term conservation targets and connecting people to nature
- Serves as an economic driver by fostering increased tourism and local economic activity

I know many in Mariposa County share these values and would agree with us joining this program. When Caltrans recently installed outsized lighted crosswalks signs in the historic area, many protested and they were reduced. Many of us who live here treasure the historic Mariposa character and want to preserve it. As the County grows, a lighting program would help to guide people to respect the rural character of the region, preserve our economic advantage as a county where people can experience the natural world, help us be good neighbors to each other, and also as noted, protect the wildlife we all treasure.

As we grow, we need to develop a shared set of values that does not allow for diminishing or harming the natural world and threatening our rural character. For example, the last few years, as part of the Christmas decoration season, a resident has erected a flashing spotlight that can be seen for over twenty miles and has run nightly for over a month in the past. I (and many others) have no issues with Christmas lights, and enjoy them (I actually love the giant Santa the same resident placed on their property), but a spotlight that can been seen as far as Cathey's Valley from Mariposa is beyond any reasonable Christmas decoration. The footprint is outsized—people can usually choose to drive past or look away from normal holiday lights on someone's home, but this light it forced upon people miles away. Although many support the light, it has also drawn numerous complaints from residents and comments from visitors about its inappropriate nature.

Please see the appendix for our initial attempts to educate via social media. Unfortunately, trying to ask for a compromise, as you can see from the correspondence, resulted in a response from of accusing us of being selfish, asking us to look beyond ourselves, and telling us we were luckily they didn't buy the more powerful light. I offer this example not to penalize the owner, but to demonstrate that attempts to educate and appeals to moderation have not been successful. We respect their desire to give back to the community and celebrate the holiday. Yet when the method of doing so disrupts others in the community and has the potential to cause harm or death to wildlife, we simply want to request moderation.

Since we seem to be at an impasse in this community over this lighting issue, we turn to leadership at the Planning Commission to help us develop a solution. A shared community commitment is what is needed to for a balanced approach, and to also prevent the problem from getting worse. Many have asked what if others started erecting similar spotlights? The harm would increase and also aesthetically, I don't think many of us want Mariposa to start looking like a city street filled with commercial spotlights.

Joining the International Dark Sky program does not mean the people cannot decorate for the holidays. It would instead offer reasonable guidelines so that home and business lighting, along with holiday decorations, limit the impact of light pollution. However, I would also offer that instead of encouraging "light up Mariposa" to attract people to the area during the holidays, why not promote our town as being a leader as part of the International Dark Sky program, and promote access to the magnificent natural light show of the night sky, which many already travel here or live here to experience (see appendix). This indeed is an economic asset that does not use energy, cause disruption, or harm wildlife.

For all the reasons stated above, cities across the world are adopting dark sky initiatives, doing everything from going dark during peak bird migration, to changing out streetlights with dark sky friendly fixtures to minimize light disturbance. I work on light pollution issues in Los Angeles, and we are designing a wildlife corridor to limit light impacts. The city of Los Angeles has also instituted a pilot program with its planning department to offer guidelines for building, with light pollution parameters included.

Yet it's not just the urban areas—rural areas across the globe as well are adopting these standards to preserve their natural character. Dark Sky registered communities across the United States include places like Beverly Shores, Indiana; Blanco, Texas; Borrego Springs, California; Groveland, Florida; Ketchum, Idaho; and many more.

I urge Mariposa to join these communities in becoming certified as part of the International Dark Sky program or at the very least adopting some of their guidelines to into the code to be consistent with Mariposa County's own stated principles of reducing light pollution and desiring good neighbor lighting standards.

I have attached a template for a municipal ordinance that was developed by Dark Sky International for reference. Although the Commission may not wish to adopt all of this ordinance, at this time I am specifically recommending a version of this requirement be adopted to comply and clarify Mariposa County's good neighbor lighting standards:

> Lighting for both commercial and residential shall comply with Light Trespass standards below:
>
> > **Trespass:** *Light Trespass* shall meet the following standards:
> > 1. *Luminaire* light sources shall not be visible from federal or state designated wilderness, natural area, habitat, or reserves, and *Light Trespass* shall measure no greater than 0.1 *Lux.*
> > 2. *Light Trespass* onto Waters of the United States shall measure no greater than 1 *Lux*.
> > 3. *Light Trespass* onto *Residential Use* property shall measure no greater than 1 *Lux*.

Building on the above, I am happy to work with the Planning Commission and staff to develop standards for the new code that ensure our community retains its rural character, preserves our wild heritage, and shows care for the health and well-being of our residents.

I thank you for your consideration.

Sincerely,

Beth Pratt
Midpines resident

Appendix

Mariposa County website information on light pollution and guidance on Good Neighbor lighting

From https://www.mariposacounty.org/1362/Lighting

Wildlife

From bird feeders to firefly chases, many people like to experience wildlife in their backyard. But bright light throughout the night can have calamitous effects on animals, insects, and plants. As humans expand into more rural areas, our light pollution produces a continual state of "twilight" in the habitats around us. This twilight affects the mating habits, feeding patterns, and navigational skills of mammals, birds, amphibians, reptiles, and insects. Even certain trees are induced to shed their leaves out of cycle, disrupting the basis of the food chain. Scientists and researchers are only now beginning to understand the long term impacts of artificial light at night on ecosystems. Smart lighting choices can help restore the environmental balance in your neighborhood.

Information on light pollution

Dark Sky International
https://darksky.org/resources/what-is-light-pollution/
https://darksky.org/resources/what-is-light-pollution/effects/wildlife-ecosystems/

Scientific America
https://www.scientificamerican.com/article/light-pollution-is-dimming-our-view-of-the-sky-and-its-getting-worse/

Science Magazine
https://www.science.org/toc/science/380/6650

Dr. Travis Longcore, UCLA
https://travislongcore.net/research/light-pollution/

National Geographic
https://education.nationalgeographic.org/resource/light-pollution/

Photo of spotlight from highway 140 heading toward Midpines

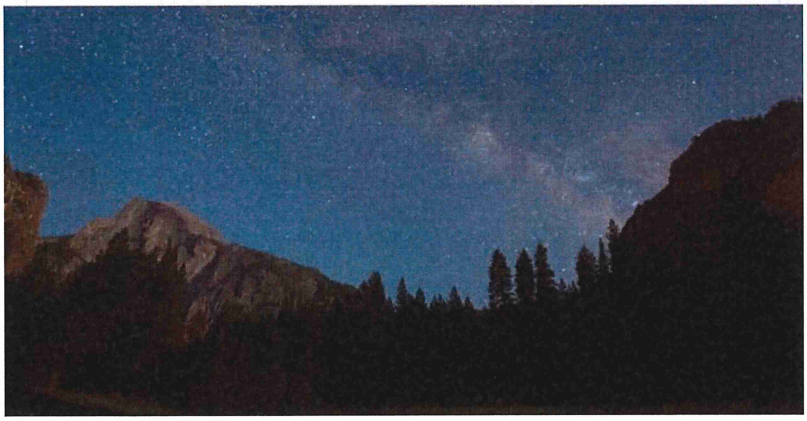
Yosemite National Park posts on visitors seeking out our stargazing opportunities

Yosemite National Park
Aug 28 ·

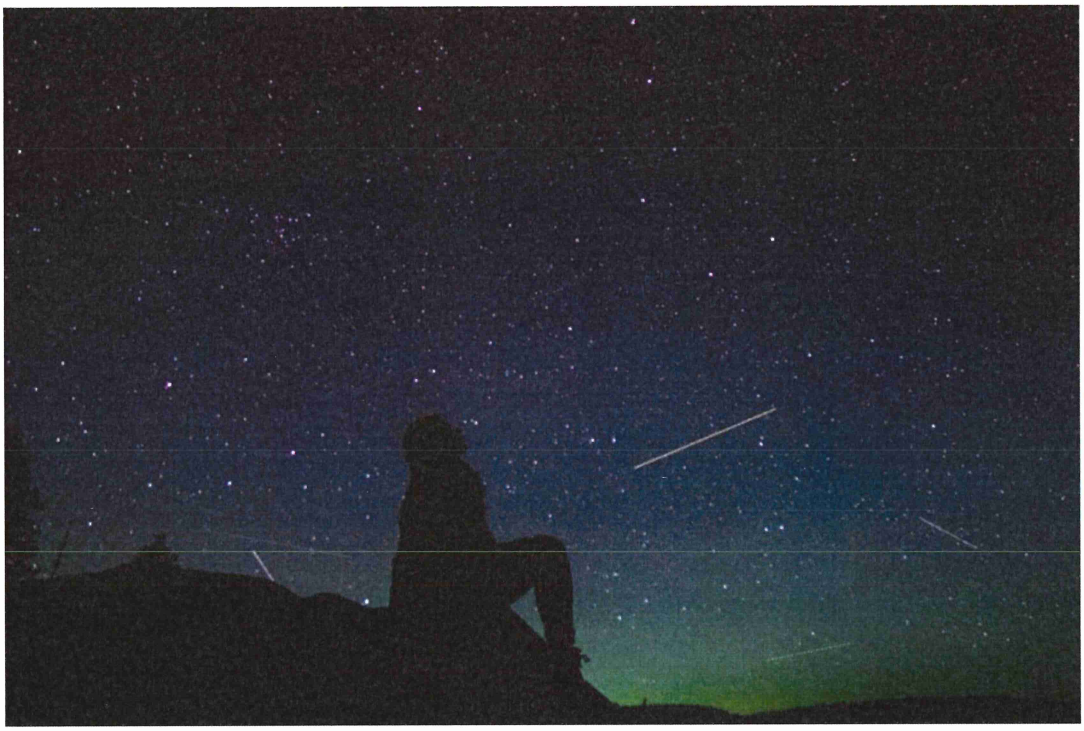
When was the last time you experienced a Dark Night Sky?

Many of our visitors come to Yosemite from cities and urban areas that offer diminished stargazing opportunities due to light pollution. People have and continue to use stars to navigate, tell stories, and orient themselves in the cosmos- physically and metaphorically.

Night sky quality measurements over Tuolumne Meadows indicate near-pristine conditions, making this the perfect location to join us for a Full Moon program, offered on August 30, and September 29. Meet at Lembert Dome parking area at 6:30 pm and bring something to sit on for the hour-long program. Dress warm and be prepared for an easy stroll.



Stargazing



Glacier Point provides excellent night sky viewing during summer.
Photo by J Zamudio

Yosemite National Park, miles from the nearest city lights, has a very dark night sky that makes it a great place to look at the stars.

Bring along a star chart and look for constellations, or look through binoculars at some of our planetary neighbors.

In June, July, and August, amateur astronomers often set up telescopes at Glacier Point on Saturdays, and astronomy walks or talks may also be offered in Yosemite Valley, Tuolumne Meadows, and Wawona.

Check ***Yosemite Guide*** for the current schedule.

Original outreach to spotlight owner on social with their response.

12:12

Mariposa Chat. [redacted] · Dec 3, 2019 ·

Beth Pratt

I wonder if he would just reconsider knowing this has impacts. I am all for decoration for the holidays but something this bright is disruptive to wildlife-and people. Some of us like to watch the stars as well. Light pollution is a thing and has harmful impacts https://www.google.com/amp/s/relay.nationalgeographic.com/proxy/distribution/public/amp/science/2019/04/nights-are-getting-brighter-earth-paying-the-price-light-pollution-dark-skies

Our nights are getting brighter, and Earth is paying the price

nationalgeographic.com

4y Like Reply 15

[redacted] is feeling festive in **Mariposa, California**.
[redacted] ·

Hello all! As some of you may have figured out by now, the light in the sky is an element of my family and I's Christmas display this year. To answer many questions about what the light is in the sky and why it is there here's a little explanation from my dad:

"Here's a quick synopsis of why we put on a big Christmas light display. For one I think if you own the house in the location that I do then you should do some sort of light display, however for me it goes much deeper. When I was a kid my family and I were very poor, to the point of my 3 siblings, my mom, and myself all living in our car in Sacramento. I remember my mom taking us to Christmas tree lane and how for just a little while I could forget about how hard life was, as I would look at peoples lights I would open my eyes wide and just dream. Eventually we moved into a house in Mariposa County but even then we went without electricity (no generator or anything like that) for 7 months. Through God's grace and a lot of hard work (18 years now as a professional fire fighter) I was able to change my life. Now I simply try to give back. We have lived in this county for 26 years now. My wife, my children, and I moved from Don Pedro last year and have become active in the community. This year we built the "Walker Mine" for the trunk or treat in town and also won the event last year. We won our category in the Christmas lights parade last year with the Toyota dressed as Rudolph towing a sleigh full of our family. As well as members of our family also volunteer in many positions in the community including PTA Vice President, MCHS Student Body President and more. This year our home display includes a 25 foot tall electronic Christmas tree that actually is playing to music (the town can't hear it because I don't want to drive anyone crazy). The tree has 1600 lights with 1600 micro chips all connected to a computer control. Our newest addition is a 3000 Watt "Santa Tracker" search beam light shipped in from Japan. It's almost 4 feet tall and equipped with a high pressure Xenon short arc bulb, a strip of net lighting 90 feet long and much more. This year our house is on the Soroptimist Christmas Home Tour, which gave us another reason to up our Christmas decorations and spread more holiday cheer. We simply hope to bring joy to the children of Mariposa and beyond. For those very few people who don't like the display, we hope you can find it in your hearts to look beyond yourself just until December 25. Let the children enjoy the display and just be glad I didn't buy the 7000 watt version of the Santa tracker."

If you'd like to go and check out the Christmas lights they will be running until December 25th from about 5:15 pm until 9pm every night!

12:13

Mariposa Chat.

[redacted] · Dec 3, 2019 ·

Beth Pratt

Hello all! I wish you all a Merry Christmas and Happy New Year.

I commented on this post a few days ago, very reasonably, not attacking anyone, just noting that people might not be aware that lights this intense can impact wildlife and lead to harm, up to death for some creatures. Light pollution is absolutely a thing that does real harm. Many places have adopted dark sky ordinances as a result.

Did you know that it can take up to 40 minutes for some animals to have their sight go back to normal after bright light exposure? The resulting disorientation can cause them to then get hit by a car or fly the wrong way, etc, etc.

I was disheartened, because I love this community, to see so many responses saying that those questioning the light are just whiny or stupid or just don't want people to enjoy Christmas. Can't we just have a reasoned discussion as a community? Does it have to resort to name calling?

Because nothing is further from the truth for me. I want people to enjoy their Christmas. I love Christmas lights and sometimes drive around to see them. And

Comment as Beth Pratt

12:14

Mariposa Chat.

[redacted] Dec 3, 2019 ·

I was disheartened, because I love this community, to see so many responses saying that those questioning the light are just whiny or stupid or just don't want people to enjoy Christmas. Can't we just have a reasoned discussion as a community? Does it have to resort to name calling?

Because nothing is further from the truth for me. I want people to enjoy their Christmas. I love Christmas lights and sometimes drive around to see them. And I think it's wonderful (I read the post by the homeowners) they want to do something special for the holiday.

All I am asking is for the homeowner and other community members to just consider that this can absolutely harm or kill wildlife even for the short time it's up. As the homeowner put it in their post, I hope they can "think beyond themselves" and consider the potential harm to wildlife from especially the search light. Knowing that, I do wonder if they would consider toning it down, or shutting off that search light at least.

I want kids and adults to enjoy a light show for the holidays. And there are ways we can do that without harming wildlife. Thanks for listening.

4y Like Reply 10

DarkSky International Policy

Outdoor Lighting – Municipal Ordinance Template and User Guide

October 11, 2024 – Version 1.0

Overview

This DarkSky International (DarkSky) Policy provides a template of outdoor lighting requirements for any county, city, municipality, or township seeking to implement a responsible outdoor lighting ordinance *[Some regions will use the term "code" or "bylaw"]*. The language and requirements contained herein are a proven approach to mitigate *Light Pollution* and misuses of artificial light at night (*ALAN)*, which threaten human visual performance and safety at night, brighten the naturally dark sky, cause adverse biological health disruptions, damage nocturnal ecosystems, and waste significant amounts of energy and taxpayer money each year. The requirements herein work together holistically to meet the Five Principles for Responsible Outdoor Lighting co-authored by DarkSky and the Illuminating Engineering Society.

Instructions for Use

Narrative written in *[Blue + Italicized font]* are instructions intended for the user, including why a topic is being addressed, and, when applicable, optional requirements or choices. The language within this template will assist advocates and writers draft appropriate ordinance language. Narrative in [red brackets] indicates the appropriate name, terminology, value, or date is to be inserted in that location.

Before completion, it is recommended to gather input from key stakeholders (e.g., law enforcement, staff, community, utilities) so all perspectives are considered. The intent is for options to be selected that best fit the passion, identity, and goals of the local community while still meeting DarkSky recommendations. Upon completion, unused options and user instructions should be deleted to keep the document concise.

DarkSky Recognized Program

For any municipality seeking to have their ordinance recognized by DarkSky International, a program is available. For questions regarding this program, contact the DarkSky Lighting Program Manager.

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[MUNICIPALITY] OUTDOOR LIGHTING ORDINANCE

Note: Italicized and capitalized words and phrases are defined in section 4.0 Definitions.

1.0 PREFACE

1.1 Authority

On behalf of the [municipality], this outdoor lighting [ordinance] is enacted on [date] pursuant to, and in accordance with, the authority of the [city council].

1.2 Purpose

[A municipal outdoor lighting ordinance should first establish a purpose and thoughtful background information regarding the intent for having one. When allowed, this information is important for future decision makers who will be faced with new and unique requests. While preamble and background narratives are not usually accepted as code or bylaw, recitals are an effective way to incorporate background and intent. Recitals must be factual, not general, and kept to a minimum.]

A. This outdoor lighting [ordinance] is intended to protect the health and welfare of all residents within the [municipality], enhance its [character and quality of life], prevent inappropriate and poorly installed outdoor lighting, reduce lighting conflicts between property owners, prevent the increase of potentially harmful sky glow, and preserve the naturally dark sky for the benefit of residents, visitors, wildlife, and the environment. The *Five Principles for Responsible Outdoor Lighting* will guide [municipality]'s outdoor lighting decisions because:

1. Whereas, outdoor uses of *Artificial Light at Night* (*ALAN)* often include inappropriate and bright sources of light that cause an unsafe reduction in human visual performance; and

2. Whereas, excessive, unnecessary, and misdirected *ALAN* contributes to *Light Pollution* and wastes energy resources that would, if corrected, generate tangible cost savings; and

3. Whereas, increased use of *ALAN* has contributed to an escalation of *Light Pollution*, thus increasing the brightness of the night sky by 10% annually and rendering the current night sky orders of magnitude (often hundreds of times) brighter than the natural and original sky background; and

4. Whereas, *Light Pollution* from *ALAN* is known to cause adverse effects on the health and well-being of birds, wildlife, nocturnal ecosystems, vegetation, and under certain circumstances, human health;

5. Now, therefore, let it be resolved that the [municipality], which has the authority to protect natural resources and maintain a healthy environment for present and future generations, chooses to enact this outdoor lighting [ordinance] *[the next part is optional, but highly encouraged because assignment of Lighting Zones by the municipality will establish appropriate and coordinated light levels based on land uses (not property values), avoid subjectivity, and establish a thoughtful hierarchy of lighting conditions across the municipality.]* and hereby assign the following *Lighting Zones* to all property within the [municipal] boundaries:

[Insert table or map] *[See Annex A for example formats.]*

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1.3 Applicability

A. This [ordinance] applies to all sources of outdoor lighting installed or replaced within the [municipality] after [enactment date]. This includes, but is not limited to, newly permitted development and construction projects involving homes, dwellings, roadways, public right-of-way, *[signage, billboards,]* buildings, facilities, properties, landscape, parking lots, hardscape, non-habitable structures, and monuments.

B. Existing outdoor lighting lawfully installed prior to [date] and not meeting the requirements of this [ordinance] shall be considered legal and repairable but non-conforming. All non-conforming *Luminaires* may continue to be used and maintained until one of the following occurs:

1. A determination by the [municipal official] that an outdoor light source constitutes a hazard to public safety or constitutes a nuisance.
2. When a property is re-zoned for a new land use, at which time all outdoor lighting on the property shall meet the requirements of this [ordinance] before the new use commences.
3. [acceptable date of amortized implementation], the date whereupon all lighting must conform to this ordinance.

1.4 Exemptions

A. **Lawful:** Lighting requirements mandated by a legal jurisdiction with broader authority (e.g., federal, state, or territorial) than the [municipality], including but not limited to:

1. Navigational lighting systems regulated by the Federal Aviation Administration and the US Coast Guard.
2. Any contradictory building code or Department of Transportation illumination requirements.
3. Lighting for worker safety as mandated by the Occupational Safety and Health Administration.

B. **Safety:** *Luminaires* installed for the benefit of public safety, including but not limited to:

1. *Security Lighting* as determined by a municipal official with authority.
2. Temporary lighting used by authorized first responders during emergency procedures.

C. **Historic:** *Luminaires* replicating time period historical character and lighting effect that are protected by historical registration, or otherwise permitted by an authority having jurisdiction.

D. **Permitted:** Temporary and semi-permanent lighting approved by municipal permit for special events, festivals, and community benefit, provided the permitted lighting still meets light trespass requirements and does not add further disruption to ecological migration or habitat.

E. *[Option]* **Seasonal:** *Seasonal Lighting* used from [date] to [date]. *[While some municipalities will choose to make this exempt, it may be better to prescribe seasonal lighting requirements (See Section 2.5) to help guide the desired outcome.]*

1.5 Prohibitions

A. *ALAN* must not interfere with the safe movement of motor vehicles. Any lighting that distracts or disables the vision of a motor vehicle operator (e.g., excessively bright or rapid blinking, flashing, and/or motion video) or contributes to traffic control confusion (e.g., sources resembling or imitating traffic or railroad signals) is prohibited.

B. Beacons and searchlights, except for emergency use by authorized first responders.

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2.0 OUTDOOR LIGHTING REQUIREMENTS

2.1 General

A. **Legal:** All outdoor *Luminaires* and *Luminaire* installations shall comply with federal and state law; county and municipal codes; applicable energy and building codes; product safety labeling; the requirements of this [ordinance]; and shall be subject to the appropriate permit and inspection requirements thereof.

B. **Light Level:** Unless otherwise specified in this ordinance, lighting installed for an outdoor use shall not exceed 25% more than the *Light Level* recommended by the applicable *ANSI/IES Lighting Standard*, or a state approved alternate, as published by [enactment date].

C. **Distribution:** Unless otherwise specified in this ordinance, *Luminaires* emitting more than 1,000 *Lumens* shall be *Fully Shielded* and shall emit no more than 5% of their total *Lumen* output above 80 degrees from *Nadir*. Exceptions are:

1. Festoon string lighting where no individual lamp emits more than 50 lumens, and the lumen density of the string is no greater than 25 lumens per foot. *[This will restrict some medium-base line-voltage products that are not recommended unless they are shielded.]*
2. Directional *Luminaires* used for façade illumination which are shielded and aimed to hit their target such that the light is contained by architectural elements.

D. **Trespass:** Unless otherwise specified in this ordinance, *Light Trespass* shall meet the following:

1. *Luminaire* light sources shall not be visible from federal or state designated wilderness, natural area, habitat, or reserves, and *Light Trespass* shall measure no greater than 0.1 *Lux.*
2. *Light Trespass* onto Waters of the United States shall measure no greater than 1 *Lux*.
3. *Light Trespass* onto *Residential Use* property shall measure no greater than 1 *Lux*.

E. **Curfew:** *Non-essential* outdoor lighting, including but not limited to landscape and decorative lighting elements, shall be extinguished during *Nighttime Hours*.

1. When applicable, outdoor lighting shall dim or be extinguished during *Nighttime Hours* as prescribed by an adopted energy code.

F. **Controls:** *Luminaires* activated by motion detection shall automatically turn off or return to their dimmed state no more than [5] minutes after activity is no longer detected.

G. **Spectrum:** Unless otherwise specified in this ordinance, the maximum allowable correlated color temperature (*CCT*) for outdoor *Luminaires* is 3000 K. *[Because blue light is more apt to scatter locally in the atmosphere, it is prone to being redirected back toward earth as a physical manifestation of sky glow. This veil of sky glow reduces the visibility of stars within the natural nighttime sky, and the increased illumination may disrupt biological and ecological health. A CCT of 3000 K is the highest recommended baseline criterion, with exceptions and options noted below.]*

1. Exception: *CCT* exemptions are allowed if a public safety need is documented.

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2.2 Residential Use

The following requirements are supplementary to the General Outdoor Lighting Requirements (**Section 2.1** and its subsections) and shall further regulate outdoor lighting on *Residential Use* property:

A. Lighting for *Residential Use*, excluding roadway, parking, and public right-of-way, shall be exempt from the requirement in **Section 2.1(B)** provided no single Luminaire exceeds 1,000 lumens and the total installed lumens per dwelling, prorated for multifamily, does not exceed the following:

TABLE 2.2: PER DWELLING LUMEN ALLOWANCE RESIDENTIAL USE

Property Size (acre)	(sf)	Lz0	Lz1	Lz2
1.33	58,000+ sf	5,200	13,000	22800
1.00	43,000 sf	4,600	11,500	20200
0.75	32,000 sf	4,100	10,200	17900
0.50	21,000 sf	3,500	8,700	15300
0.33	14,000 sf	2,800	7,000	12300
0.25	10,800 sf	2,400	5,900	10400
0.20	8,700 sf	2,000	5,000	8800
0.13	5,400 sf	1,500	3,600	6300
0.05	2,100 sf	850	1,700	3000
0.03	< 2,100 sf	850	850	1500

Multi-Family Example: 32 townhome units on a 3.2-acre development equals .10 acres per dwelling. Therefore, each dwelling is allowed 1,700 lumens when located in Lz1.

B. *Light Trespass* leaving *Residential Use* property shall be no greater than 1 *Lux.*

C. *[Option: If a community wants warmer color lighting in areas of residential dwelling, and where residents are perhaps already accustomed to warmer color light.]* When needed, *Residential Use* roadway *Luminaires* shall be a maximum *CCT* of [2400 K].

2.3 Non-Residential Use

The following requirements are supplementary to the General Outdoor Lighting Requirements (**Section 2.1** and its subsections) and shall further regulate outdoor lighting on non-residential property:

A. Non-*Residential Use* lighting shall be exempt from the requirement in **Section 2.1(B)**, provided there is no *Luminaire* installed on the property capable of exceeding a total output greater than 3,000 *Lumens*.

B. *Light Trespass* leaving non-*Residential Use* property onto adjacent public right-of-way shall be no greater than 3 *Lux* when measured 20 feet past the property line.

2.4 Sports Lighting

[There are three options available for sports lighting. The first option provides essential requirements for safe play and light trespass mitigation. The second provides for improved control of obtrusive light and minimal offsite lighting. The third option requires independent third-party verification of the sports lighting facility.]

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The following requirements are supplementary to the General Outdoor Lighting Requirements (**Section 2.1** and its subsections) and shall further regulate outdoor lighting for sports and recreational areas *[Choose one of the following]*:

☐ Lighting for sports and recreational areas shall also meet the following requirements:

1. Eighty-five percent (85%) of the lumens generated by sports lighting luminaires shall be confined to within 10 meters (33 feet) or a distance of one pole height, whichever is greater, of the playing field or the spectator track or bleacher area, whichever is greater.
2. Lighting installations for aerial sports are allowed a maximum of 8% of the total lumen output to be emitted above 80 degrees from *Nadir*.
3. When the recommended sports field *Light Level* is higher than 100 lux, installed lighting shall not exceed 10% more than the *Light Level* recommended by the applicable *ANSI/IES lighting standard*, or a state approved alternate, as published by [enactment date].
4. The maximum *CCT* for outdoor sports lighting should be the lowest possible for the sport, class of play, and viewing audience as defined by the relevant *ANSI/IES lighting standard*, or any state approved alternative, but never exceeding 5700 K.
5. The maximum luminous intensity from any luminaire lighting a sports field shall not exceed 10,000 *candelas* (cd) as measured along a perimeter that is 46 meters (150 feet) from the edge of the field, at 1.5 meters (5 feet) above grade. *[Because sports lighting can be 85% contained and still produce obtrusive brightness, in the surrounding properties, this light trespass requirement is necessary to guide effective performance requirements. There are many LED products with shielding and optical control that can meet this requirement. The design process can account for this, and installation crews can validate the measurement.]*

☐ Sports lighting shall meet the requirements of the *DarkSky Approved Outdoor Sports Lighting* Program.

☐ Sports lighting shall be certified by DarkSky International as meeting the DarkSky Approved Outdoor Sports Lighting Program.

2.5 *[Additional Lighting Criteria Available:]*

[Supplemental outdoor lighting requirements are available for specialized uses and applications. These requirements can be found at https://darksky.org, and are intended for insertion into the ordinance starting with section 2.5. The specialized uses and applications that are available include:]

A. *[Seasonal Lighting]*

B. *[Illuminated Signage]*

C. *[Coastal Marine Turtle Habitat]*

3.0 ADMINISTRATIVE REQUIREMENTS

3.1 Permit Application

A. **Submittal:** Whenever a building, subdivision, site plan, or outdoor lighting permit is applied for, an outdoor lighting plan must be submitted along with a compliance statement that the proposed work will comply with all [ordinance] requirements. The outdoor lighting plan must follow one of the following:

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1. Schedule Method: Only available for renovation and *Residential Use* lighting; projects to be documented using a spreadsheet format by listing the *Luminaire* identifications (i.e., manufacturer, model number, type), *Luminaire* quantities, installation locations, and *Lumen* outputs for each; or

2. Calculation Method: Available for all project types but required for sports lighting and when specifically requested by the [planning commission]; an outdoor lighting design shall be prepared by a certified lighting professional or licensed professional engineer using lighting design software and *Luminaire* .ies files. This outdoor lighting plan shall include:

    a) *Luminaire* identification (model number), installation locations, mounting heights, targeted directions, buildings, and other physical objects within the site that could affect the lighting outcome.

    b) Site plan and *Illuminance* calculation plots demonstrating conformance with this ordinance, including the sports lighting luminous-intensity *Light Trespass* limit.

B. **Review:** Submitted spreadsheets, site lighting plans, and compliance affidavits shall be subject to review and approval by the [administrator], or designee. The [administrator] shall have the authority to refer an application to the [planning and zoning commission] or the [historic commission] if deemed appropriate.

C. **Appeals:** Any appeals related to decisions regarding outdoor lighting shall be made to the [administrator], or designee.

3.2 Enforcement and Penalty

[Each municipality will have its own ordinance and regulations from which to cite specific references on enforcement and penalties. This section should be tailored to cite those specific sections as applicable to ensure enforcement and that penalties can be administered.]

A. **Enforcement:** Unless otherwise noted in this [ordinance], the [administrator], or designee, shall be responsible to implement, administer, and enforce this [ordinance], including investigations of alleged violation. A private right of action may also constitute enforcement of the requirements within this [ordinance].

1. The [administrator] charged with enforcing this chapter shall have the authority to grant partial waiver of specific [ordinance] requirements for up to one year if a property owner demonstrates that compliance creates unreasonable hardship, as balanced against the potential impacts of non-compliance, or results in conditions that are materially detrimental to health, safety or welfare.

B. **Penalty:** Any property owner that does not meet the requirements of this [ordinance] shall be in violation. A person, firm, or corporation found to have violated, disobeyed, omitted, neglected, or refused to comply with any provisions of this [ordinance] shall be issued a notice and administrative citation as provided by the municipal code [appropriate section numbers]. Any person, firm, or corporation found to have violated any portion of this [ordinance] shall correct the violations within ninety (90) days of the citation date. Each day a violation continues beyond ninety (90) days of the citation date without having been corrected shall be a separate offense. *[For municipalities without standard citation penalties or injunctive relief, a monetary fine is recommended for each citation.]*

C. *[Option]* **Private Action:** Any person adversely affected by lighting that does not meet the requirements of this [ordinance] shall have a private cause of action for nuisance against the person, firm, or corporation responsible for such lighting.

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4.0 DEFINITIONS

4.1 The following definitions apply to terms used in this ordinance:

A. **ANSI:** American National Standards Institute.

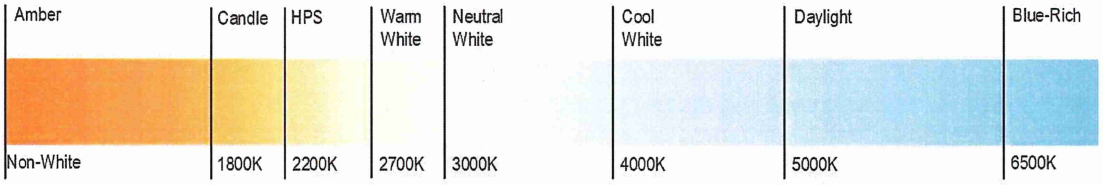
B. **ANSI/IES Lighting Standards:** Applicable outdoor lighting standards and metrics include but are not limited to:

1. RP-2: outdoor retail spaces
2. RP-6: outdoor sports and recreational areas
3. RP-7: outdoor industrial areas
4. RP-8: roadway and parking facilities
5. RP-40: port terminals
6. RP-43: outdoor pedestrian areas

C. **ALAN (artificial light at night):** Light that is created from human technology, rather than a naturally occurring process. Also known as anthropogenic lighting.

D. **Candela (cd):** The unit of measure for luminous intensity.

E. **CCT (correlated color temperature):** The measured color appearance of light emitted by a light source described using a nominal value stated in kelvins (K). Lower CCTs (1800 K to 2200 K) appear very warm or amber. Medium CCTs (2700 K to 3000 K) appear "warm white," similar to standard incandescent bulbs. High CCTs (4000 K and higher) appear "cool white" or "blue."



H. **DarkSky Approved Outdoor Sports Lighting:** A standalone program put forth by DarkSky International to guide and/or certify sports lighting that meets stringent glare and *Light Trespass* requirements.

I. **Five Principles for Responsible Outdoor Lighting:** Co-authored and published by DarkSky International and the Illuminating Engineering Society: 1) Use light only if needed; 2) distribute light only where it is needed; 3) use light that is no brighter than needed; 4) control light so it is on only when needed; and 5) use warmer color light when possible.

J. **Fully Shielded:** A *Luminaire* designed or shielded in such a manner that no light is emitted, either directly or indirectly, at or above a horizontal plane running through the lowest light-emitting part of the luminaire.

K. **IES (Illuminating Engineering Society):** An *ANSI*-recognized Standards Development Organization. ANSI/IES Recommended Practices are universally recognized as authoritative references for lighting applications.

L. **Illuminance:** Measured in *Lux* or footcandles, the total luminous flux incident at a point on a surface.

M. **Light Level:** The maintained *Luminance* or *Illuminance* value.

N. **Light Pollution:** *ALAN* traveling into areas where it is not needed or wanted. This can be in the form of *Light Trespass*, glare, or atmospheric sky glow.

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O. **Light Trespass:** *ALAN* illuminating past property lines without permission. Unless specified otherwise, light trespass limits are measured at any location along a property line both horizontally at the ground plane facing upward and vertically at 1.5 meters (5ft) above grade with the meter aimed toward the light source in question.

P. **Lighting Zones:** An ANSI/IES/DarkSky system describing the luminous environment and related lighting conditions based on land uses and expected tasks. These range from natural and intrinsically dark zones to very bright zones.

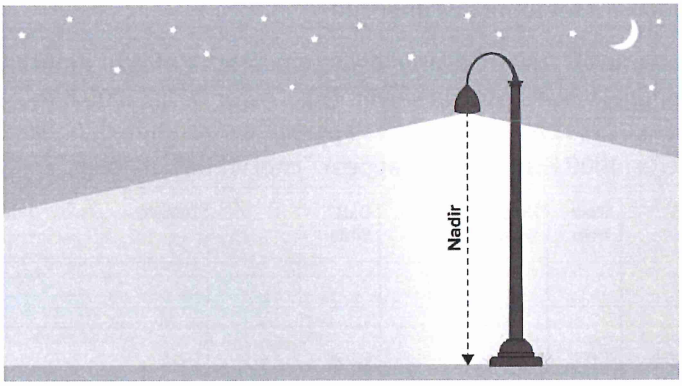
Q. **Lumen (lm):** A unit of measure of the *luminous flux* of a light source.

R. **Luminaire:** A complete lighting unit, including the light source, housing, optics, electronics, and other necessary components for the purpose of providing outdoor illumination.

S. **Luminance:** The intensity of light emitted from a surface per unit area in a given direction.

T. **Lux (lx):** The SI metric system unit of measure for *Illuminance*.

U. **Nadir:** A downward vertical vector directly beneath a luminaire, opposite to zenith.



V. **Nighttime Hours:** The time between [10] PM and sunrise, or 7 AM (whichever comes earlier). For businesses and events with operating hours later than [10] PM, nighttime hours will begin one hour after closing.

W. **Non-essential:** Lighting that is not directly associated with the physical safety of motor vehicle and pedestrian threats, including but not limited to: landscape lighting, illuminated signage or advertising after business hours, façade lighting, vacant sports fields, and seasonal lighting.

X. **Residential Use:** Municipal zoning districts dedicated exclusively to places of low-rise (i.e., 3 stories or less) human residence and dwelling. Examples include single family, duplex, dual family, multi-family, apartment, townhouse, and mobile home. This does not include mixed-use or commercial districts with combined dwellings.

Y. **Seasonal Lighting:** Outdoor or site lighting that is portable, temporary, decorative, and used in connection with holidays and traditions. This includes but is not limited to string lighting, icicle lighting, and lighted inflatables, none of which are intended for general illumination.

Z. **Security Lighting:** Illumination used specifically to protect people, property, and infrastructure from criminal threat.

AA. **Shielding:** A *Luminaire* design, optical intervention, or physical accessory (such as a louver) preventing light emission from traveling into a particular area, angle, or region.

END OF TEMPLATE

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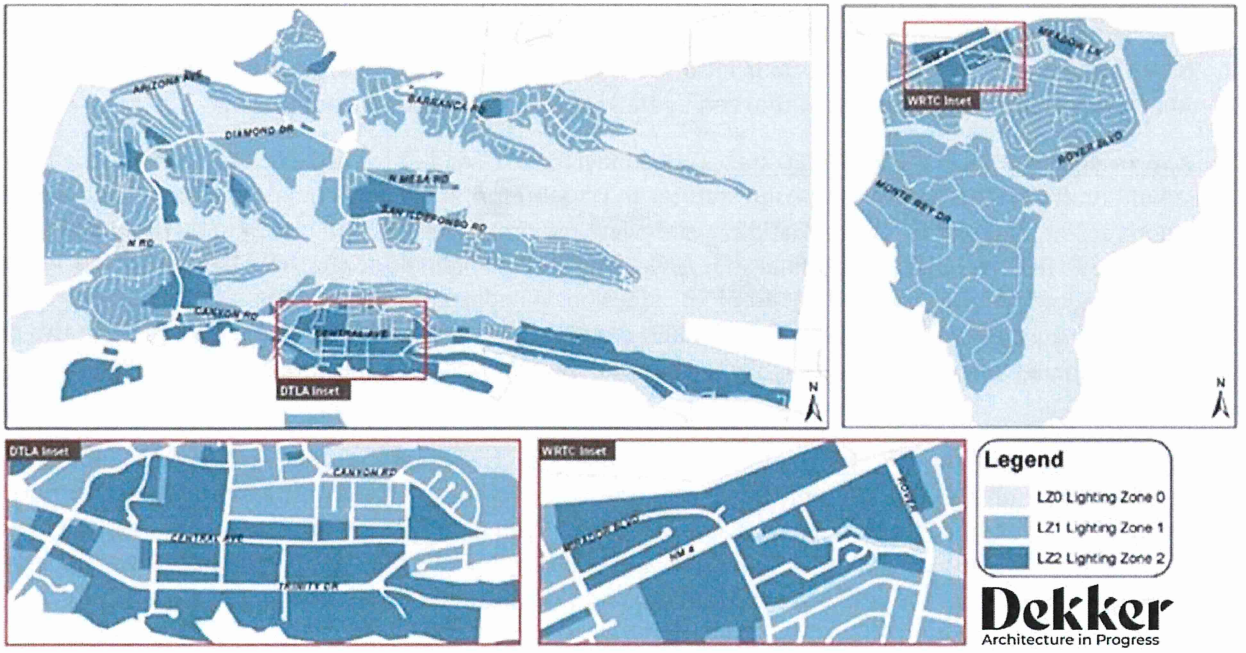
ANNEX A – EXAMPLE FORMATS TO ASSIGN LIGHTING ZONES

Table Example

Lighting Zone Designations by Land Use																		
Zone District	Residential						Mixed-Use				Non-Residential							
Lighting Zones	R-A	R-1	R-T	R-MC	R-ML	R-MH	MX-T	MX-L	MX-M	MX-H	NR-C	NR-BP	NR-LM	NR-GM	NR-PO			
															A	B	C	D
NLz																X[1]	X[1]	
Lz0	X[3]	X[3]	X[3]	X[3]	X[3]		X[3]								X[2]	X[2]	X[2]	X[2]
Lz1	X	X	X	X	X	X[4]	X	X[4]	X[4]	X[4]	X	X	X	X	X			X
Lz2						X		X	X	X	X[5]			X[5]	X[6]			
Lz3									X[5]	X[5]					X[7]			

Notes:
[1] NLz is required in NR-PO zones for open space where no anthropogenic light is allowed.
[2] Lz0 is required in NR-PO zones for open space where artificial light is needed during nighttime hours.
[3] A lower lighting zone is required on subject properties with sensitive lands.
[4] A lower lighting zone is required on subject properties adjacent to low-density uses.
[5] A higher lighting zone is allowed unless the subject property is adjacent to any residential zone district.
[6] Lz2 is allowed in parks with high pedestrian activity and many amenities.
[7] Lz3 is allowed in parks containing nighttime stadiums or entertainment activities.

Overlay Map Example



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To further these goals, DarkSky has developed DarkSky Policy Templates ("DarkSky Templates", or "Templates") which provide particular provisions to be adopted by a municipality, village, city, county, state, province, or other government entity ("Government Entity"). When implemented, these provisions help mitigate light pollution and protect dark skies while maintaining illuminated conditions in accordance with appropriate standards. Upon incorporating the Template provisions into law in the Government Entity statutes (codes, standards, ordinances legislation, etc), the Government Entity may apply to have their final adopted language reviewed by DarkSky International for conformance, and, if approved, become "DARKSKY RECOGNIZED."

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GENERAL TERMS

5. **Acknowledgement**. Upon downloading any version of the DarkSky Templates, you acknowledge that you have read, understood, and agreed to all terms contained herein. Further, you represent that you have consulted, or have had the opportunity to consult with, your legal, tax, and financial advisors in connection with the execution and performance of the Agreement.

6. **Applicable Law**. These Terms of Use shall be construed and enforced in accordance with the laws of the State of Arizona without regard to its conflicts of laws provisions. Similarly, the laws of the State of Arizona (again without regard to its conflicts of laws provisions) shall also govern any dispute arising between you and DarkSky. You agree to submit to the personal and subject matter jurisdiction of the courts located within the State of Arizona. You also agree the venue for any action, dispute or proceeding with respect to this Agreement or any dispute between you and DarkSky shall be Maricopa County in the State of Arizona. You further waive all defenses to the contrary including, but not limited to, lack of personal jurisdiction or forum non-conveniens.

7. **Entire Agreement.** These Terms of Use, as they shall be modified from time to time, constitute the full and complete understanding among them with respect to the subject matter hereof and supersede and preempt any prior understandings, agreements, or representations by or among the Parties, written or oral, which may have related to the subject matter hereof in any way. You may not rely on any other statements, promises, or agreements by any party, whether written or oral, that alters or contradicts the terms of these Terms of Use. Indeed, you affirm that you are not relying upon any verbal or written representations whatsoever, except as expressly set forth in these Terms of Use.

8. **Modifications**. This Agreement may not be altered, amended, changed, waived, terminated, or modified in any manner unless the same shall be in writing and signed by or on behalf of both Parties.

9. **Paragraph and Section Headings.** Paragraph and Section headings are for convenience only and shall not be used to construe this Agreement or otherwise be given any legal effect.

10. **Reasonableness**. The Parties have read each of the terms in this Agreement and consider each of them, including all subparts, to be reasonable.

11. **Savings Clause.** In the event that any provision of these Terms of Use is held to be void or unenforceable by a Court of competent jurisdiction, the remaining provisions of these Terms of Use shall nevertheless be binding upon the Parties with the same effect as though the void or unenforceable part had been deleted. Further, any provision held to be void or unenforceable by a Court of competent jurisdiction shall be construed, if possible, to give effect to the Parties' intent. The Parties agree that any such provision, in its forms modified by the court, shall then be enforceable and shall be enforced.

12. **Waiver**. No waiver of any breach of any provision of these Terms of Use shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. The failure of DarkSky to insist, in any one or more instances, upon the performance of any of the terms of these Terms of Use or to exercise any right hereunder, shall not be construed as a waiver of the future performance of any such term or the future exercise of such right.

If you have any questions, please contact the DarkSky Lighting Program Manager.

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MARIPOSA COUNTY
AGRICULTURAL ADVISORY COMMITTEE

FINAL MINUTES

Approved as amended (10/03/24)

Date: **Thursday, June 20, 2024**
Time: **8:30 AM**
Location: **Board Chambers, Upper Level**
Government Center
5100 Bullion Street
Mariposa, CA 95338

1. **Roll Call and Introductions:** Tony Toso called the meeting to order at 8:33 am and called for the roll:

   Members present: Tony Toso, Jordan Cory (alternate), Carla Kelly, John Shimer, Kelly Williams.
   Members absent: Dave Mecchi, Lyle Turpin (alternate).
   Planning Staff: Steve Engfer, Sophea Craighead, Katy Casner, Hannah Harrison, Ben Goger.
   Other County Staff or Representatives Present: Monica Nielsen and Mikaela Cory (Ag Commissioners Office), Mick Herman (District 3 Planning Commissioner), Fadazyi Mashiri (Mariposa County Farm Advisor).

2. **Public Address:** Persons wishing to speak on a matter not on the agenda, but within the jurisdiction of the committee. None.

3. **Election of Chair and Vice Chair:**

   Toso noted that he has been the Chair for the past couple of years and that John Shimer has been Vice Chair. Currently, he is asking for nominations. Shimer suggested keeping the Chair and Vice Chair the same.

   Toso and Shimer accepted the nominations.

   By Motion of Kelly Williams, Seconded by Carla Kelly, the AAC re-elected Tony Toso as the Chair for the Agricultural Advisory Committee for 2024. Motion passed. 4 Ayes, 0 Nays, 2 Excused (Dave Mecchi, Lyle Turpin), 0 Abstained.

   By Motion of Tony Toso, Seconded by Kelly Williams, the AAC re-elected John Shimer as the Vice Chair for the Agricultural Advisory Committee for 2024. Motion passed. 4 Ayes, 0 Nays, 2 Excused (Dave Mecchi, Lyle Turpin), 0 Abstained.

Steve Engfer, Planning Director, noted for point of information, that the AAC has newly appointed committee members. It was noted that new members were Kelly Williams representing the Farm Bureau and Jordan Cory an alternate for the Farm Bureau.

4. **Approval of Minutes from:** September 28, 2023.

By Motion of Carla Kelly, Seconded by Kelly Williams, the AAC approved the Minutes of September 28, 2023 as presented. Motion passed. 4 Ayes, 0 Nays, 2 Excused (Dave Mecchi, Lyle Turpin), 0 Abstained.

5. **Actions Items – Recommendation Requested:**

   a. **Review and recommendations on the Agriculture Working Landscape Conservation Plan (AWLCP) DRAFT #3.**

Hannah Harrison, Community Design and Development Planner, spoke about the AWLCP Draft #3 along with a PowerPoint presentation. Afterwards, she provided a handout that listed the AWLCP goals.

Harrison noted that receiving the AAC's support is the first step in the AWLCP grant approval process; then staff will move forward to the Planning Commission for approval, then the Board of Supervisors for the final adoption.

Engfer noted that the purpose of today's presentation is to receive the AAC's input, discuss and make recommendations to the draft, which will be considered and incorporated into the draft.

After the presentation, a long discussion occurred with the committee still feeling unclear and uncomfortable in recommending the approval of the draft. They did not have a clear understanding of what the state mandates and requirements are and if the General Plan could be developed without the AWLCP recommendations. In addition, Toso commented that Mariposa County is an area primarily consisting of cattle ranches which is the most common agricultural practice.

Engfer provided information and directions received from the Board regarding the AWLCP grant along with the CEQA document requirements that will need to be included in the General Plan in relation to the greenhouse gas reduction plan presented in the draft.

In conclusion, staff will bring the draft back to the committee at the next meeting.

b. General Plan 20 Year Rewrite - AAC Role

i. Creation of an Ad-Hoc Committee for Review of GP and Preparation of GP 20yr Update Recommendations to the full AAC

After discussion, Shimer made a motion to nominate Toso to be on the Ad-Hoc committee, seconded by Williams. Toso declined the nomination and concurred with Kelly to recommend that this item be tabled to the next meeting to allow the committee time to determine who to nominate or decide if an Ad-Hoc Committee would be necessary. Further discussion led to the committee deciding not to move forward with creating an Ad-Hoc

Committee.

ii. **Request staff to prepare documents and schedule for AAC - GP 20yr Rewrite meetings**

By Motion of John Shimer, Seconded by Carla Kelly, the AAC denied creating an Ad-Hoc committee and for staff to create the GP 20yr Update Rewrite for the full committee to review. Motion passed. 4 Ayes, 0 Nays, 2 Excused (Dave Mecchi, Lyle Turpin), 0 Abstained.

c. **Annual Review of $3,000 Income Requirement Established by Board of Supervisors Resolution No. 10-150.**

Engfer spoke about the item being a yearly recommendation in accordance with the Williamson Act. The committee did not provide any input.

By Motion of Carla Kelly, Seconded by John Shimmer, the AAC recommended retaining the $3,000 minimum income requirement for intensive use. Motion passed. 4 Ayes, 0 Nays, 2 Excused (Dave Mecchi, Lyle Turpin), 0 Abstained.

6. **Informational Items: no action will be taken by the Committee.**

a. **Board of Supervisors Activities.**
Engfer and Goger provided the following updates:
- Board of Supervisors working on a county wide work study.
- Grants – Mariposa Creek Parkway and ADU (Accessory Dwelling Units).

b. **Planning Commission Activities.**
Engfer provided the following updates:
- The Approval of the Biomass Project, PC-Resolution 24-006 Amended Conditions.
- The PC made a recommendation to the Board of Supervisors regarding the zoning ordinance update related to Title 16 & Title 17.
- The Tyler Project (New Development Services Permitting Software)

c. **Member and Staff Activities.**
Nielsen, Ag Commissioner provided an update on their activities:
- Wildlife Services comes in-house from the USDA.
- Livestock Pass and Training are completed in the office.
- Nielsen has been working on the device registration fee and registration process for the new year.

d. **Planning Department.**
Information provided during the Board of Supervisors and Planning Commission update by Engfer and Goger.

7. **Set Next Meeting** (if necessary) **and Adjourn**
   Katy Casner, Planner III, requested a meeting in September for the second or third week. The committee agreed to the next meeting date of September 12, 2024 at 8:30 am.

   By Motion of John Shimer, Seconded by Carla Kelly, there being no further business the meeting was adjourned at 10:45 am. Motion Moved. 4 Ayes, 0 Nays, 2 Excused (Dave Mecchi, Lyle Turpin), 0 Abstained.

Respectfully Submitted by Sophea Craighead, Acting Secretary for Agricultural Advisory Committee, Office Technician, Planning Department

Items that came in after the Agenda and packet was prepared and publicly posted.

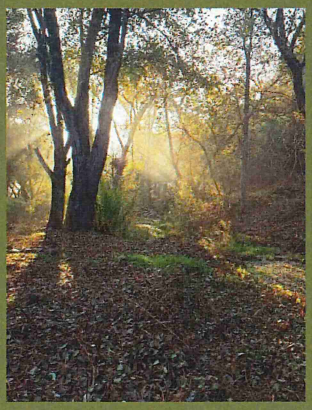
AGRICULTURAL AND WORKING LANDS CONSERVATION PLAN DRAFT 3

AGRICULTURAL ADVISORY COMMITTEE

Discussion on Draft #3 of the Agriculture and Working Lands Conservation Plan

1

AGENDA



1. LAY OUT COMMUNITY CONCERNS AND HOW THEY WERE ADDRESSED
2. DISCUSS FEEDBACK ON DRAFT #3 OF THE AWLCP

2

PLAN FOR DRAFT 3 FEEDBACK

FARM BUREAU	AG ADVISORY	PLANNING COMMISSION	BOARD OF SUPERVISORS

OTHER GROUPS WE ARE SEEKING FEEDBACK FROM: ECONOMIC DEVELOPMENT CORPORATION, SOUTHERN SIERRA MIWUK NATION TRIBAL COUNCIL, AND THE SALC CORE TEAM

3

CONCERNS

READABILITY AND NEED FOR LOCAL CONTEXT	REQUIREMENTS FROM THE AG COMMUNITY	IMPLEMENTING THE GENERAL PLAN	ADDITIONAL REGULATIONS AND REQUIREMENTS
CHANGING PROTECTIONS FOR AG	INCLUDING ARTS AND CULTIVATION	30X30 AND SUBVENTION FUNDS	CONFLICTS BETWEEN THE PLAN AND EXISTING REGULATIONS

11

DISCUSSION ON DRAFT 3

- WHAT SHOULD CHANGE?
- WHAT SHOULD BE ADDED?
- WHAT SHOULD BE REMOVED?

12

THANK YOU

QUESTIONS?

HANNAH HARRISON – COMMUNITY PLANNER – HHARRISON@MARIPOSACOUNTY.ORG – (209) 742-1343
STEVE ENGFER – PLANNING DIRECTOR - SENGFER@MARIPOSACOUNTY.ORG – (209) 742-1250

13

SANTA CRUZ – MONTEREY – MERCED – SAN BENITO – MARIPOSA MANAGED MEDICAL CARE COMMISSION

Meeting Minutes

Wednesday, December 4, 2024
3:00 p.m. – 5:00 p.m.

In Santa Cruz County:
Central California Alliance for Health
1600 Green Hills Road, Suite 101, Scotts Valley, California
In Monterey County:
Central California Alliance for Health
950 East Blanco Road, Suite 101, Salinas, California
In Merced County:
Central California Alliance for Health
530 West 16th Street, Suite B, Merced, California
In San Benito County:
Community Services & Workforce Development (CSWD) Building
1161 San Felipe Road, Building B, Hollister, California
In Mariposa County:
Mariposa County Health and Human Services
5362 Lemee Lane, Mariposa, California

Commissioners Present:

Ms. Leslie Abasta-Cummings,	At Large Health Care Provider Representative
Ms. Anita Aguirre,	At Large Health Care Provider Representative
Dr. Ralph Armstrong,	At Large Health Care Provider Representative
Ms. Dorothy Bizzini,	Public Representative
Dr. Maximiliano Cuevas,	Health Care Provider Representative
Ms. Elsa Jimenez,	County Director of Health Services
Dr. Kristina Keheley	Interim Health and Human Services Agency Director
Ms. Mónica Morales,	County Health Services Agency Director
Supervisor Josh Pedrozo,	County Board of Supervisors
Dr. James Rabago,	Health Care Provider Representative

Commissioners Absent:

Supervisor Wendy Root Askew,	County Board of Supervisors
Ms. Tracey Belton,	County Health and Human Services Agency Director

HEALTHY PEOPLE. HEALTHY COMMUNITIES.

Ms. Janna Espinoza,	Public Representative
Supervisor Zach Friend,	County Board of Supervisors
Dr. Donaldo Hernandez,	Health Care Provider Representative
Mr. Michael Molesky,	Public Representative
Dr. Allen Radner,	At Large Health Care Provider Representative

Staff Present:

Mr. Michael Schrader,	Chief Executive Officer
Mr. Scott Fortner,	Chief Administrative Officer
Dr. Omar Guzman,	Chief Health Equity Officer
Dr. Dennis Hsieh,	Chief Medical Officer
Ms. Jenifer Mandella,	Chief Compliance Officer
Mr. Cecil Newton,	Chief Information Officer
Ms. Van Wong,	Chief Operating Officer
Ms. Lisa Ba	Chief Financial Officer
Ms. Danita Carlson,	Government Relations Director
Ms. Anne Brereton,	Deputy County Counsel, Monterey County
Ms. Hayley Tut,	Interim Clerk of the Board

1. Call to Order by Chair Jimenez.

Commission Chairperson Jimenez called the meeting to order at 3:11 p.m.

Roll call was taken and a quorum was present.

There were no supplements or deletions to the agenda.

Chair Jimenez recognized Supervisor Friend as this would have been his last meeting as a member of this board. She appreciated him for his service on this board since January of 2022 and thanked him for his leadership and focus on the well-being of Alliance members. She wished him the best in his new ventures.

2. Oral Communications.

Chair Jimenez opened the floor for any members of the public to address the Commission on items not listed on the agenda.

3. Comments and announcements by Commission members.

Chair Jimenez opened the floor for Commissioners to make comments.

Commissioner Armstrong spoke regarding measure X that passed in San Benito County which means the district now has the permission to sell the hospital to a different entity. Insight (Michigan) may purchase to the hospital.

Commissioner Aquirre mentioned two measures, which had previously been presented to the Alliance Commission, that voters had passed in the November 2024 election. One was measure Z in Santa Cruz County, the sugar-sweetened beverage tax. The other was Proposition 35, related to the Managed Care Organization (MCO) tax.

4. Comments and announcements by Chief Executive Officer.

The written CEO Report was included in the Commission packet.

Consent Agenda Items: (5. – 11D.): 3:15 p.m.

Chair Jimenez opened the floor for approval of Consent Agenda items noting that we would need to vote on consent item 7 separately due to possible conflicts of interest. Consent agenda items 5 through 11D were reviewed.

MOTION: Commissioner Bizzini moved to approve Consent Agenda items 5 through 11D, seconded by Commissioner Aquirre.

ACTION: The motion passed with the following vote:

Ayes: Commissioners Aguirre, Armstrong, Bizzini, Cuevas, Jimenez, Keheley, Morales, Pedrozo, and Rabago.

Noes: None.

Absent: Commissioners Abasta-Cummings, Askew, Belton, Espinoza, Friend, Hernandez Molesky, and Radner.

Abstain: None.

[Commissioner Abasta-Cummings arrived at this time: 3:16 p.m.]

Chair Jimenez opened the floor for approval of Consent Agenda item 7. Due to conflicts of interest we did not have a quorum for passage. This item involves approving technical revisions to the 2025 Supplemental payment methodology and will be brought to the January meeting.

Regular Agenda Items: (12. – 13.): 3:18 p.m.

12. Consider approving 1.) Medical and 2.) Administrative Budget for Alliance Calendar Year (CY) 2025. (3:18 – 3:53 p.m.)

Ms. Lisa Ba, CFO, presented the proposed medical and administrative budget for 2025, highlighting financial sustainability, provider reimbursement improvements, and the impact of public policies on the budget. Ms. Ba highlighted the results and detailed assumptions on the medical budget, followed by the administrative budget, and projected out years to give the board a five-year overview of financial performance. She noted that the budget and forecasts are based on current known facts, and federal changes to Medicaid and new programs and funding could significantly impact 2025, which will be addressed, as necessary, in the mid-year financial forecast.

Ms. Ba provided a five-year financial performance overview, projecting a $75 million operating income loss for 2025, with 98% spent on medical expenses and 5.7% on administrative expenses. She showed the trended performance, noting a budget of $22 million for 2024 and an expected end at around $29 million, with a focus on operating income. She explained that the difference in net income for 2024 is due to investment income, which is not expected to continue as interest rates lower, impacting the 2025 budget.

Ms. Ba discussed enrollment projections, revenue assumptions, and the impact of efficiency adjustments on the budget, noting a .6% revenue increase from the 2024 base. For enrollment projections they are leveraging the 2025 rate package and noted that enrollment is expected to be flat next year after the redetermination ends in December. The draft rate did not include the newly passed Proposition 35. Ms. Ba explained the efficiency adjustments, noting a significant impact on the budget, with adjustments for potentially preventable hospital admissions, low acuity non-emergent visits, and physician-administered drugs.

Ms. Ba explained the medical expense assumptions, including a 3.3% growth in utilization and a 4.2% increase in unit cost, resulting in a 7.5% overall increase. She noted that the budget includes a 20% increase in value-based payments to improve provider reimbursement. Ms. Ba mentioned that the budget includes costs for ECM and Community Support (CS) services, with an expected loss of around $30 million on CS this year.

Ms. Ba presented the administrative budget, emphasizing the need for adequate resources to carry out initiatives and maintain operational efficiency, with a budget of $119.6 million for 2025. She noted that the administrative loss ratio for 2024 was 5.8%, and the budget for 2025 is 5.7%. She highlighted that $9 million of the total admin budget is related to Medicare, with an investment needed to be ready for the D-SNP launch in 2026.

Ms. Ba provided a five-year outlook, projecting losses for 2025-2027 but expecting a decrease in losses in 2028 due to revenue recognition from the provider supplemental payment, with a focus on managing care efficiency and appealing the .6% revenue increase.

Chair Jimenez thanked Ms. Ba for submitting an appeal regarding the reduction due to Mariposa's prior experience and inquired about the timeline for hearing back from the state which will happen mid-December when they submit another appeal.

MOTION: Commissioner Cuevas moved to approve the budgets for 2025, seconded by Commissioner Abasta-Cummings.

ACTION: The motion passed with the following vote:

Ayes: Commissioners Abasta-Cummings, Aguirre, Armstrong, Bizzini, Cuevas, Jimenez, Keheley, Morales, Pedrozo, and Rabago.

Noes: None

Absent: Commissioners Askew, Belton, Espinoza, Friend, Hernandez Molesky, and Radner.

Abstain: None.

13. Consider approving the Alliance's legal and regulatory Compliance Program Report for Q1-2 2024. (3:53 – 4:26 p.m.)

Ms. Jennifer Mandella, Chief Compliance Officer, presented the compliance program report, highlighting the regulatory environment in which the Alliance operates. She noted that the organization faces increased oversight and penalties from regulators like DHCS and DMHC, and the new federal administration adds a level of uncertainty. The compliance program is designed to help the organization prepare for these changes by preventing, detecting, and correcting

risks, ensuring ethical conduct across the organization. The board is responsible for overseeing the program, assessing its design, effectiveness, and resources.

Ms. Mandella will begin reporting twice a year to the board, providing more frequent updates on compliance activities and trends. The compliance program report includes data from various sources, such as the Alliance dashboard, compliance committee minutes, and CEO reports.

Regarding the HIPAA program, she explained that it ensures controls to prevent the disclosure of protected health information (PHI) and investigates any incidents. In the first half of 2024, 72 referrals were received, with 26 reported to DHCS. All were categorized as incidents, with no breaches identified. The program also addresses security incidents, with proactive measures to educate staff and strengthen systems.

The program integrity section focuses on fraud, waste, and abuse prevention, detection, and investigation. In the first half of 2024, 112 referrals were received, with 68 opened for further review. The program recovered nearly $400,000 through investigations and corrective actions. Trends include concerns with enhanced case management (ECM) and Community Supports, with issues related to member eligibility and service quality.

Ms. Mandella also discussed internal audit and monitoring, which conducts proactive audits to identify and resolve risks. In the first half of 2024, 13 reviews were closed, covering 8 operational areas. Four audits did not pass, related to utilization management, HIPAA reporting, claims accuracy, and HIPAA security controls.

She highlighted four main oversight activities in the regulatory audits section. The DHCS Medical Audit resulted in two findings related to the timely payment of claims for family planning and abortion services. The DHCS Behavioral Health and Transportation Audit had eight findings related to care coordination and transportation services. The DMHC Medical Audit findings are still pending, while the HEDIS Compliance Audit had zero findings.

Lastly, Ms. Mandella mentioned sanctions and corrective action plans. DMHC imposed a $100,000 enforcement action for findings from a 2020 audit, which the Alliance is contesting. Additionally, DHCS issued a corrective action plan for not meeting provider-to-member ratios in Monterey and Merced counties, with ongoing efforts to resolve the issue which appears to be an issue of reporting rather than that of non-compliance.

[Commissioner Cuevas departed at this time: 4:00 p.m.]

MOTION: Commissioner Bizzini moved to approve the Compliance Program report, seconded by Commissioner Aquirre.

ACTION: The motion passed with the following vote:

Ayes: Commissioners Abasta-Cummings, Aguirre, Armstrong, Bizzini, Jimenez, Keheley, Morales, Pedrozo, and Rabago.

Noes: None

Absent: Commissioners Askew, Belton, Cuevas, Espinoza, Friend, Hernandez Molesky, and Radner.

Abstain: None.

Closed Session: (14. – 15.): 4:26 p.m.

The board adjourned for closed session to discuss the following agenda topics.

14. Conference with legal counsel - pending litigation (Gov. Code section 54956.9(d)(1)): THC Orange County, LLC dba Kindred Hospital – San Francisco Bay Area v. Santa Cruz-Monterey Merced Managed Medical Care Commission dba Centra California Alliance for Health; Santa Cruz County Superior Court case number 23CV00978. (4;26 – 4:30 p.m.)

15. Conference with legal counsel – anticipated litigation (Gov. Code sections 54956.9(d)(2) and (e)(3)): Government Claims Act claim dates October 30, 2024, from Aggrigator. (4:30 – 4:36 p.m.)

Once the Commission returned to regular session, the chair reported that the Commission voted to reject the Government Claims Act dated October 30th, 2024, from Aggrigator Incorporated.

The Commission adjourned its regular meeting of December 4, 2024, at 4:37 p.m. to the regular meeting of January 22, 2025, at 3:00 p.m. via videoconference from county offices in Scotts Valley, Salinas, Merced, Hollister, and Mariposa. unless otherwise noted.

Respectfully submitted,

Ms. Hayley Tut
Interim Clerk of the Board/Executive Assistant

Minutes were supported by AI-generated content.

CENTRAL CALIFORNIA ALLIANCE FOR HEALTH
Balance Sheet
For The Tenth Month Ending October 31, 2024
(In $000s)

Assets	
Cash	$134,091
Restricted Cash	300
Short Term Investments	1,035,025
Receivables	181,884
Prepaid Expenses	5,142
Other Current Assets	4,542
Total Current Assets	**$1,360,985**
Building, Land, Furniture & Equipment	
Capital Assets	$82,651
Accumulated Depreciation	(46,945)
CIP	552
Lease Receivable	3,084
Subscription Asset net Accum Depr	10,510
Total Non-Current Assets	**49,852**
Total Assets	**$1,410,837**
Liabilities	
Accounts Payable	$84,810
IBNR/Claims Payable	366,402
Provider Incentives Payable	36,969
Other Current Liabilities	9,758
Due to State	25,523
Total Current Liabilities	**$523,462**
Subscription Liabilities	8,687
Deferred Inflow of Resources	2,933
Total Long-Term Liabilities	**$11,620**
Fund Balance	
Fund Balance - Prior	$834,772
Retained Earnings - CY	40,982
Total Fund Balance	**875,754**
Total Liabilities & Fund Balance	**$1,410,837**
Additional Information	
Total Fund Balance	**$875,754**
Board Designated Reserves Target	460,968
Strategic Reserve (DSNP)	56,700
Medi-Cal Capacity Grant Program (MCGP)*	149,402
Value Based Payments	46,100
Provider Supplemental Payments	152,410
Total Reserves	**865,579**
Total Operating Reserve	**$10,175**

CENTRAL CALIFORNIA ALLIANCE FOR HEALTH
Income Statement - Actual vs. Budget
For The Tenth Month Ending October 31, 2024
(In $000s)

	MTD Actual	MTD Budget	Variance	%	YTD Actual	YTD Budget	Variance	%
Member Months	*444,059*	*397,852*	*46,207*	*11.6%*	*4,514,991*	*4,113,758*	*401,233*	*9.8%*
Capitation Revenue								
Capitation Revenue Medi-Cal	$151,709	$134,000	$17,709	13.2%	$1,557,379	$1,388,200	$169,179	12.2%
State Incentive Programs	1,563	-	1,563	100.0%	25,955	-	$25,955	100.0%
Prior Year Revenue*	(1,694)	-	(1,694)	-100.0%	18,711	-	$18,711	100.0%
Premiums Commercial	486	344	142	41.2%	4,523	3,441	1,082	31.4%
Total Operating Revenue	**$152,064**	**$134,344**	**$17,721**	**13.2%**	**$1,606,569**	**$1,391,641**	**$214,928**	**15.4%**
Medical Expenses								
Inpatient Services (Hospital)	$51,816	$47,504	($4,312)	-9.1%	$468,938	$464,004	($4,935)	-1.1%
Inpatient Services (LTC)	19,053	11,148	(7,905)	-70.9%	175,144	108,886	(66,258)	-60.9%
Physician Services	37,990	27,615	(10,375)	-37.6%	350,806	269,743	(81,063)	-30.1%
Outpatient Facility	23,932	16,118	(7,815)	-48.5%	215,263	157,432	(57,831)	-36.7%
Other Medical**	31,361	27,811	(3,550)	-12.8%	274,693	268,458	(6,235)	-2.3%
State Incentive Programs	1,563	-	(1,563)	-100.0%	25,955	-	(25,955)	-100.0%
Total Medical Expenses	**$165,715**	**$130,196**	**($35,520)**	**-27.3%**	**$1,510,799**	**$1,268,522**	**($242,277)**	**-19.1%**
Gross Margin	**($13,651)**	**$4,148**	**($17,799)**	**-100.0%**	**$95,770**	**$123,119**	**($27,349)**	**-22.2%**
Administrative Expenses								
Salaries	$6,371	$6,487	$116	1.8%	$58,134	$60,248	$2,114	3.5%
Professional Fees	502	455	(47)	-10.4%	3,169	3,290	121	3.7%
Purchased Services	664	913	249	27.2%	10,094	9,936	(158)	-1.6%
Supplies & Other	967	952	(15)	-1.6%	9,348	9,912	564	5.7%
Occupancy	184	129	(56)	-43.1%	1,170	1,265	95	7.5%
Depreciation/Amortization	276	344	68	19.8%	2,676	3,142	467	14.8%
Total Administrative Expenses	**$8,964**	**$9,279**	**$315**	**3.4%**	**$84,590**	**$87,793**	**$3,203**	**3.6%**
Operating Income	**($22,615)**	**-$5,131**	**($17,484)**	**-100.0%**	**$11,180**	**$35,326**	**($24,147)**	**-68.4%**
Non-Op Income/(Expense)								
Interest	$4,866	$2,016	$2,850	100.0%	$43,749	$24,396	$19,353	79.3%
Gain/(Loss) on Investments	(10,001)	450	(10,451)	-100.0%	1,723	2,250	(527)	-23.4%
Bank & Investment Fees	(52)	(36)	(16)	-44.2%	(520)	(363)	(157)	-43.2%
Other Revenues	199	255	(56)	-22.1%	1,890	2,029	(140)	-6.9%
Grants	(1,588)	(1,463)	(125)	-8.5%	(17,040)	(14,629)	(2,412)	-16.5%
Total Non-Op Income/(Expense)	**(6,576)**	**1,222**	**(7,798)**	**-100.0%**	**$29,802**	**$13,684**	**$16,119**	**100.0%**
Net Income/(Loss)	**($29,191)**	**($3,908)**	**($25,283)**	**-100.0%**	**$40,982**	**$49,010**	**($8,028)**	**-16.4%**
MLR	*109.0%*	*96.9%*			*94.0%*	*91.2%*		
ALR	*5.9%*	*6.9%*			*5.3%*	*6.3%*		
Operating Income	*-14.9%*	*-3.8%*			*0.7%*	*2.5%*		
Net Income %	*-19.2%*	*-2.9%*			*2.6%*	*3.5%*		

*Prior Year Revenue consist of revenue booked in the current calendar year for services rendered in prior years.

**Other Medical includes Pharmacy and IHSS.

CENTRAL CALIFORNIA ALLIANCE FOR HEALTH
Income Statement - Actual vs. Budget
For The Tenth Month Ending October 31, 2024
(In PMPM)

	MTD Actual	MTD Budget	Variance	%	YTD Actual	YTD Budget	Variance	%
Member Months	*444,059*	*397,852*	*46,207*	*11.6%*	*4,514,991*	*4,113,758*	*401,233*	*9.8%*
Capitation Revenue								
Capitation Revenue Medi-Cal	$341.64	$336.81	$4.83	1.4%	$344.94	$337.45	$7.48	2.2%
State Incentive Programs	3.52	-	3.52	100.0%	5.75	-	5.75	100.0%
Prior Year Revenue*	(3.81)	-	(3.81)	-100.0%	4.14	-	4.14	100.0%
Premiums Commercial	1.09	0.86	0.23	26.5%	1.00	0.84	0.17	19.8%
Total Operating Revenue	**$342.44**	**$337.67**	**$4.77**	**1.4%**	**$355.83**	**$338.29**	**$17.54**	**5.2%**
Medical Expenses								
Inpatient Services (Hospital)	$116.69	$119.40	$2.71	2.3%	$103.86	$112.79	$8.93	7.9%
Inpatient Services (LTC)	42.91	28.02	(14.89)	-53.1%	38.79	26.47	(12.32)	-46.6%
Physician Services	85.55	69.41	(16.14)	-23.3%	77.70	65.57	(12.13)	-18.5%
Outpatient Facility	53.89	40.51	(13.38)	-33.0%	47.68	38.27	(9.41)	-24.6%
Other Medical**	70.62	69.90	(0.72)	-1.0%	60.84	65.26	4.42	6.8%
State Incentive Programs	3.52	-	(3.52)	-100.0%	5.75	-	(5.75)	-100.0%
Total Medical Expenses	**$373.18**	**$327.25**	**($45.94)**	**-14.0%**	**$334.62**	**$308.36**	**($26.26)**	**-8.5%**
Gross Margin	**($30.74)**	**$10.43**	**($41.17)**	**-100.0%**	**$21.21**	**$29.93**	**($8.72)**	**-29.1%**
Administrative Expenses								
Salaries	$14.35	$16.30	$1.96	12.0%	$12.88	$14.65	$1.77	12.1%
Professional Fees	1.13	1.14	0.01	1.1%	0.70	0.80	0.10	12.2%
Purchased Services	1.50	2.29	0.80	34.8%	2.24	2.42	0.18	7.4%
Supplies & Other	2.18	2.39	0.22	9.0%	2.07	2.41	0.34	14.1%
Occupancy	0.41	0.32	(0.09)	-28.3%	0.26	0.31	0.05	15.7%
Depreciation/Amortization	0.62	0.86	0.24	28.1%	0.59	0.76	0.17	22.4%
Total Administrative Expenses	**$20.19**	**$23.32**	**$3.14**	**13.4%**	**$18.74**	**$21.34**	**$2.61**	**12.2%**
Operating Income	**($50.93)**	**($12.90)**	**($38.03)**	**-100.0%**	**$2.48**	**$8.59**	**($6.11)**	**-71.2%**

*Prior Year Revenue consist of revenue booked in the current calendar year for services rendered in prior years.

**Other Medical includes Pharmacy and IHSS.

CENTRAL CALIFORNIA ALLIANCE FOR HEALTH
Statement of Cash Flow
For The Tenth Month Ending October 31, 2024
(In $000s)

	MTD	YTD
Net Income	($29,191)	$40,982
Items not requiring the use of cash: Depreciation	296	2,737
Adjustments to reconcile Net Income to Net Cash provided by operating activities:		
Changes to Assets:		
Restricted Cash	0	0
Receivables	(3,341)	309,704
Prepaid Expenses	(607)	(2,914)
Current Assets	(281)	1,064
Subscription Asset net Accum Depr	0	0
Net Changes to Assets	**(4,229)**	**307,853**
Changes to Payables:		
Accounts Payable	(82,546)	(321,065)
Other Current Liabilities	1,088	567
Incurred But Not Reported Claims/Claims Payable	(90,379)	78,029
Provider Incentives Payable	3,826	(3,031)
Due to State	3,414	14,822
Subscription Liabilities	0	0
Net Changes to Payables	**(164,597)**	**(230,679)**
Net Cash Provided by (Used in) Operating Activities	**(197,721)**	**120,893**
Change in Investments	5,957	(189,193)
Other Equipment Acquisitions	(267)	(2,692)
Net Cash Provided by (Used in) Investing Activities	**5,690**	**(191,885)**
Deferred Inflow of Resources	0	0
Net Cash Provided by (Used in) Financing Activities	**0**	**0**
Net Increase (Decrease) in Cash & Cash Equivalents	**(192,031)**	**(70,992)**
Cash & Cash Equivalents at Beginning of Period	**326,122**	**205,083**
Cash & Cash Equivalents at October 31, 2024	**$134,091**	**$134,091**

2024
ANNUAL REPORT
TO THE SANTA CRUZ, MONTEREY, MERCED, SAN BENITO, AND MARIPOSA COUNTY BOARDS OF SUPERVISORS
FROM
THE SANTA CRUZ-MONTEREY-MERCED-SAN BENITO-MARIPOSA MANAGED MEDICAL CARE COMMISSION

Central California Alliance for Health (the Alliance) is a locally governed and operated public agency established by Ordinances adopted by the counties of Santa Cruz, Monterey, Merced, San Benito, and Mariposa. The Alliance is governed by the Santa Cruz – Monterey – Merced – San Benito – Mariposa Managed Medical Care Commission (the Commission), whose members are appointed by the Boards of Supervisors in each county.

- The Alliance's Vision: Healthy people. Healthy communities.
- The Alliance's Mission: Accessible, quality health care guided by local innovation.
- The Alliance's Values: Improvement, Integrity, Collaboration, Equity

The Commission seeks to achieve the Alliance's mission through operation of a County Organized Health System (COHS) health plan, currently serving over 443,000 members in Santa Cruz, Monterey, Merced, San Benito, and Mariposa counties.

Commission Structure

The Alliance is governed by the Santa Cruz – Monterey – Merced – San Benito – Mariposa Managed Medical Care Commission, whose members are appointed by each counties' Boards of Supervisors including individuals representing interests of the public, providers, and government. Additionally, the Commission has established advisory groups consisting of member and physician representatives, which advise the Commission on policy matters.

The Commission meets regularly in public meetings governed by open meeting laws afforded through the Brown Act. In 2024, the Commission held 10 regular board meetings, including a day-long retreat to discuss key strategic issues. All meetings are accessible to members of the public in compliance with the Brown Act. During these meetings, the Commission discusses and decides upon policy issues and receives reports regarding on-going operations from Alliance staff.

Throughout 2024, Elsa Jimenez, Director of Health for the Monterey County Health Department, served as Chairperson of the Commission and Josh Pedrozo, Merced County Board of Supervisor served as Vice Chair.

At the November 2024 Commission meeting, Elsa Jimenez, was elected to continue to serve as the Commission Chairperson and Leslie Abasta-Cummings, Merced County provider representative, was elected as Vice Chairperson for 2025.

See Attachment A for a list of Commissioners who served during 2024, including each Commissioner's category of representation, and Attachment B for a report of Commissioner meeting attendance during 2024.

Commission Activities and Accomplishments in 2024

The 2024 calendar year brought forth another year of challenges as well as opportunities for the Alliance. The Alliance began 2024 with the expansion of its membership and its service area, with the expansion of eligibility to all income eligible adults regardless of immigration status, while also expanding services to eligible Medi-Cal beneficiaries in San Benito and Mariposa counties, adding a combined, approximately,50,000 new members.

Meanwhile, the Alliance continued its focus on supporting Alliance members, providers, and community organizations to address healthcare needs within the community. Activities and accomplishments of the Commission and the Alliance throughout 2024 included:

1. **Service Area Expansion.** On January 1, 2024, after approximately 2 years of planning and implementation efforts, the Alliance welcomed eligible Medi-Cal members in San Benito and Mariposa counties into the health plan. This included the addition of 20,453 beneficiaries in San Benito County and 5,735 beneficiaries in Mariposa County. To adequately serve these new enrollees, the Alliance onboarded a comprehensive provider network in the new service area while ensuring continuity of care for all new enrollees.

2. **Addition of Chief Health Equity Officer.** In February 2024, Dr. Omar Guzman was hired as the Alliance's first Chief Health Equity Officer (CHEO). The CHEO is dedicated to promoting health equity and improving access to quality healthcare for the communities served by the Alliance with a focus on building relationships with community organizations and provider partners and implementing impactful programs to reduce health disparities and ensure equitable access to healthcare services.

3. **Enhanced Care Management**. Enhanced Care Management (ECM) is a key component of the State's transformational CalAIM program designed to provide comprehensive, person-centered care to Alliance members with complex medical and social needs. ECM aims to improve health outcomes and reduce disparities by addressing both medical and social determinants of health through coordinated, whole-person care. Throughout 2024, the Alliance focused

on strengthening its ECM program through development of its ECM provider network and increasing enrollment of members in identified populations of focus. These efforts resulted in a six-fold increase in ECM enrollment equaling approximately 3% of Alliance members.

4. **Voluntary Rate Range Program.** With approval of the federal Centers for Medicare and Medicaid Services and DHCS, using the Alliance's Medi-Cal managed care contract as a funding mechanism, the Alliance facilitated the receipt and distribution of over $51.8M in increased federal funds to county public health departments and public hospitals by leveraging local funds contributed by interested, qualified governmental agencies through intergovernmental transfers to draw down federal matching funds, which in turn were distributed to identified providers to support the provision of services to Alliance members.

Community Investment Activities and Accomplishments in 2024

The Alliance makes investments in health care and community organizations through the Alliance's Medi-Cal Capacity Grant Program (MCGP) and by administering Department of Health Care Services incentive programs to realize the Alliance's vision of Healthy People, Healthy Communities.

Medi-Cal Capacity Grant Program (MCGP). In February 2024, the Board approved an annual investment plan policy for the MCGP to serve as a roadmap, defining grantmaking priorities to address Medi-Cal capacity needs in the Alliance's service area and allocating funding through investment of a portion of the Alliance fund balance to advance the goals under each focus area and strategy. In March 2024, it approved an inaugural plan for 2024 under the new policy. The 2024 MCGP Investment Plan included allocations for funding grants in Mariposa and San Benito counties which joined the Alliance in January 2024

In 2024, the Alliance awarded 218 grants totaling $46.4M to community partners to increase the availability, quality and access of health care and supportive resources for Medi-Cal members in the Alliance service area as well as to address social drivers that influence health and wellness. In May and June 2024, the Grant Program team conducted significant outreach and applicant support, including a webinar attended by 171 attendees from 150 organizations across our five counties. The result was the highest volume of grant applications ever received by the Alliance in July. The MCGP experienced a year-over-year increase of 97% in total dollar amount awarded, in part due to new Capital and Data Sharing Support programs launched this year as well as the following strategic investments:

- $3.8M targeted intervention with 15 primary care clinics in Merced to close preventative care gaps;
- $1.6M to support local Community Health Worker trainings in Monterey and Merced counties;
- $1.3M to provide technical assistance to build a network of doula providers; and
- $750K to each of the five counties' local health jurisdiction to support the development and/or implementation of their Community Health Assessment and/or Community Health Improvement Plan.

Workforce Recruitment grants awarded in 2024 will result in a combined 130 new primary and specialty care providers, community health workers, doulas and medical assistants joining the provider network in the Alliance's service areas, many of whom are bilingual. The Alliance continued to award grants to support health care technology to improve care quality and coordination, home visiting and parenting programs to support child development and increase access to health care services and supportive resources, and community-based programs that address social drivers of health.

Grant Program staff conducted a survey of active Alliance grantees. The results overall were positive, including these metrics:

- 76% of grantees responded "to a great extent" the MCGP funding priorities reflect a deep understanding of Medi-Cal member needs in their community.
- 95% strongly agree or agree that the Alliance has treated their organization fairly and that grant program staff are responsive.
- 84% reported the Alliance's grant program has a significant positive impact on their local community.

CalAIM Incentive Payment Program (IPP). The Alliance is participating in IPP, a program of the Department of Health Care Services (DHCS), which began January 1, 2022, to support capacity building through new investments in Enhanced Care Management (ECM) and Community Supports (CS) service delivery infrastructure for the Alliance's provider network. In 2024, the Alliance included dollars from the MCGP for Mariposa and San Benito counties to support ECM and CS providers in these counties for whom the Alliance had not yet earned IPP dollars from DHCS. A total of $15.8M was awarded in 2024 to ECM and CS providers serving all populations of focus including Justice Involved and Birth Equity. Through IPP, the Alliance has financially supported a total of 56 ECM and/or CS providers in the Alliance network.

Housing and Homelessness Incentive Program (HHIP). 2024 was the last year of the two-year HHIP that aimed to improve health outcomes and access to whole-person care services by addressing housing insecurity and instability as a social determinant of health for the Medi-Cal population. The Alliance established collaborative plans with Continuum of Care partners in the Alliance's service area and earned dollars from DHCS to pass through to housing and homelessness service providers to implement those plans. Under HHIP, the Alliance implemented a two-year Street Medicine Pilot program which is now operational as a compensable service under Medi-Cal.

Alliance Housing Fund. To better support housing partners in the Alliance service areas, the health plan simplified the funding process by combining funding from HHIP and the Alliance's MCGP into the Alliance Housing Fund. Viable projects were identified through the HHIP partnerships, and the Alliance conducted an open application process. The fund provides capital funding awards to build, purchase, renovate and/or furnish permanent housing units, recuperative care facilities and short-term post-hospitalization housing units. In June, the Alliance awarded more than $30 million for 17 housing projects across the Alliance service area.

The Alliance Housing Fund is also piloting, in partnership with Santa Cruz County, an investment in a Community Development Financial Institution, the Housing Accelerator Fund. Rather than funding direct projects, the investment is seed money to create a source of low interest loans for housing projects – this has the potential to make the investment sustainable and fund a greater number of projects over time. If successful, the pilot could be expanded to other counties.

Student Behavioral Health Incentive Program (SBHIP). 2024 was the last of the three-year SBHIP which aimed to build infrastructure, partnerships, and capacity for school behavioral health services and to improve coordination with Medi-Cal managed care plans. Through SBHIP, the Alliance established partnerships with local education agencies (LEAs), county behavioral health departments and county offices of education in all five service area counties. Since 2022, under SBHIP, participating districts in Alliance counties have earned 100% of the available allocation for Targeted Intervention projects, with a final payout to partners in 2024 totaling $11.5M to date.

In all, SBHIP projects directly impact approximately 30% of all student-aged Alliance members in the five counties, equivalent to approximately 42k children and youth. Systems capacity has been built in most counties for managing health data, formalizing and simplifying screening processes, and building capacity around billing under the existing DHCS Local Education Agency-Billing Option Program. All

but one Local Education Agency that participated in SBHIP across our five counties has been accepted into an upcoming Children and Youth Behavioral Health Incentive (CYBHI) Fee Schedule cohort, which will provide an ongoing source of funding for BH services in schools, through medical billing.

Equity and Practice Transformation (EPT). The EPT Program is for primary care practices to advance health equity and reduce disparities. The DHCS program incentivizes participating primary care practices to implement practice transformation and improve quality of service delivery. The Alliance is supporting 15 primary care providers (the fourth most projects out of all health plans in the state) in this pass-through payment program. The State Budget for Fiscal Year 2024/25 substantially reduced funding for the EPT program. As such, DHCS shortened the program duration from five to three years, cut down the total number of milestones from over 100 to 25, and reduced the amount earned per milestone. The Alliance has decided to supplement the funding lost from the State budget reduction and add in additional deliverables that will allow practices to earn the original allocation.

Alliance Members

As of December 31, 2024, the Alliance served approximately 442,475 Medi-Cal beneficiaries and 639 Alliance Care IHSS members with membership by county as follows.

- In Santa Cruz County, 78,412 Medi-Cal members.
- In Monterey County, 188,127 Medi-Cal members and 693 Alliance Care IHSS members.
- In Merced County, 149,615 Medi-Cal members.
- In Mariposa County, 5,761 Medi-Cal members.
- In San Benito, 20,560 Medi-Cal Members.

Alliance Medi-Cal Members

Alliance Medi-Cal members are lower income persons in eligible aid categories (e.g. aged, disabled, single-parent, childless adult), and include nearly all Medi-Cal beneficiaries in the region. The Alliance's current member demographic composition is as follows:

- 68.50% are Latino, 13.05% Caucasian, 11.15% Filipino, 1.86% African American, 0.72% Asian or Pacific Islander, 0.64% Asian Indian, 0.23% Vietnamese, 0.20% Chinese, 0.18% Alaskan Native or American Indian, 0.14% Laotian, 0.09% Korean, 0.05% Samoan, 0.05% Japanese, 0.04% Cambodian, 0.03% Hawaiian, 0.02% Guamanian, and 1.23% Other, and 0.00% not provided.
- 54.9% report primary language as English, 43.07% as Spanish, 0.04% as Hmong and 1.99% as other or not reported.

- 53.26% are female and 46.74% are male.
- 39.2% are 19 years old and younger, while 9.63% are 65 years or older.

Alliance Care IHSS Members

Alliance Care IHSS members are in-home caregivers that provide home care services for the recipients of IHSS program services in Monterey County.

Alliance Services for Members

The Alliance Member Services Department engages and supports members through the operation of a call center to respond to member requests, a Grievance System to resolve member issues, and an Operations Unit to train staff, monitor Call Center Quality and execute member informing materials. Member Services staff reside in the counties served by the Alliance and many staff are bilingual in English/Spanish or English/Hmong. Staff provide high quality service and support to Alliance members, providers, and community-based partners. Staff educate Alliance members regarding how to access Alliance health care benefits within the managed care environment. This includes providing new member orientations, helping members understand their benefits, answering questions, and resolving member concerns. Member Services develops and distributes member identification cards and member handbooks.

The Community Engagement Department assists in the facilitation of two public committees which seek feedback from members to inform programs and procedures, including the quarterly Member Services Advisory Group (MSAG) and the Whole Child Model Family Advisory Committee (WCMFAC).

Alliance Operations Management staff are also responsible for reviewing and resolving plan enrollment data issues through collaboration with the local county Medi-Cal offices, the Social Security Administration, and the Department of Health Care Services (DHCS).

Alliance Health Services Division

The Alliance's Health Services (HS) Division is responsible for ensuring that members receive the right care in the right place at the right time and assures that the care provided is evidence-based. The Alliance works closely with its network of providers including physicians, hospitals, pharmacies, and ancillary providers, to ensure that members receive appropriate and timely access to care. Throughout 2024, Dennis Hsieh, MD, JD, led the Health Services Division as the Alliance's Chief Medical Officer with the support of Health Services Officer, Marwan Kanafani and Alliance Medical Directors Dr. Dianna Myers and Dr. Michael Wang. In addition, Dr. Robert Dimand continued to work with the Alliance as a medical consultant. Physician clinical oversight responsibilities include Quality Improvement & Population Health (QI/PH), Utilization Management, Care Management, Pharmacy, and Behavioral Health.

The Alliance maintains a Quality Improvement (QI) System to monitor, evaluate, and take effective action to address any necessary improvements in the quality of care delivered by all providers rendering services on its behalf, in any setting. The QI/PH Department monitors the quality of health care services provided and reviews quality of care at the individual member level, as well as for the Alliance's member population. The QI/PH department leads the Alliance's population health strategy and effectiveness efforts as well as efforts to increase the provision of preventive care services for members. Performance in these areas is measured through the National Committee for Quality Assurance (NCQA) HEDIS/MCAS measures and the Alliance rewards provider performance through its Care Based Incentives (CBI) program value-based payments. Health equity is a top priority that is woven into all of QI/PH's work as our service area communities continue to struggle gaining access to basic, preventive healthcare.

In addition, the QI/PH Department manages the Alliance's clinical safety program, including review of Potential Quality Issues, Facility Site Review audits, and on-going quality monitoring activities. To support providers with clinical improvement efforts, QI/PH provides technical assistance through practice coaching, learning collaboratives, and continuously accessible webinars. Further, QI/PH offers health education and cultural and linguistic programs to support members with preventive care and chronic care management interventions. Key achievements include:

- Launched a Medi-Cal Accountability Sets (MCAS) Provider Portal that allows providers monthly to view actionable quality improvement data.
- Expanded Care Based Initiative (CBI) training including resources available to new staff at clinics,
- Launched a new Provider Partnership Program.
- Improved 9 of 10 targeted performance measures in Merced County.
- Significantly improved MCAS measures with 6 out of 8 being either at or above the minimum performance level of the 50th percentile.
- Developed and launched new Diabetes workshops
- Expanded Health Education classes include the delivery of over 30 member workshops.

<u>Enhanced Case Management and Community Supports</u>

The Enhanced Health Services Department, which is inclusive of Enhanced Case Management and Community Supports, oversees a network of complex members to address their physical health, mental health and social determinants of health across all five counties. The program exceeded 15,000 members enrolled in the Enhanced Case Management program through our community partners. The Alliance currently serves close to 20,000 members through its Community Supports programs. The Enhanced Health Services program focuses on developing the

quality of the program with provider oversight, educational programs and the initiation of team rounds with providers to review complex cases.

Care Management

The Care Management team includes both adult and pediatric services. This department offers both complex case management and care coordination, including a comprehensive set of services to help members manage chronic or complex conditions more effectively. Care Coordination is focused on less complex member needs, while Care Management, for both adults and children, often includes more clinically oriented, longitudinal member support.

Within this department is the Whole Child Model (WCM) California Children's Services team that manages children with particularly acute and high-risk conditions. Throughout the year, the team has been working to ensure a successful WCM Expansion into San Benito and Mariposa counties in January, of 2025.

The Care Management teams successfully implemented a new electronic Care Management system this year and continue with preparation for accreditation by the National Committee for Quality Assurance. Additionally, preparation is underway to further develop a behavioral health case management team, which will support the Alliance's integration of Behavioral Health Services in 2025.

Utilization Management

In 2024, the Utilization Management (UM) Department achieved many significant milestones, navigating a series of complex projects that demanded exceptional teamwork, dedication, and perseverance. Among the most noteworthy accomplishments were the expansion into San Benito and Mariposa counties, preparations for NCQA accreditation, Behavioral Health (BH) program build growth in Transitions of Care (TCS) support, the development and enhancement of Enhanced Case Management (ECM) and Community Supports (CS) policy and processes, and the Case Management System Replacement (CMSR). Sustained reductions in inpatient lengths of stay, readmission rates and avoidable Emergency Department utilization were also noted.

A key achievement over the year was the successful expansion into San Benito and Mariposa counties. The adapted in 2024, managing increased membership and authorizations in these two new counties. The Alliance ensured timely access and continuous care for members, along with enhanced workflows and communications to ensure a smooth transition for both members and providers.

In addition, the UM team took a robust approach to Transitions of Care (TCS). Interdisciplinary Team Meetings (IDTs) were established with hospitals across our

counties for direct conferencing with external hospital and clinic teams to support care transitions, member access, and reduce readmission and ED utilization. These efforts resulted in reductions in readmission rates, reduced bed days, and reduced emergency department utilization, all notable achievements.

The Alliance also successfully developed processes for alternate placements to support member care at the most appropriate level of care and reducing inpatient lengths of stay for members not requiring inpatient or long-term levels of care. The processes developed through the development of IDTs and TCS processes will lend well to the Plan's future integration of Medicare services through a Dual Eligible Special Needs Program to launch in 2026.

Finally, the Case Management System Replacement (CMSR) was one of the department's most challenging projects. Months of preparation set the stage for a smooth transition, and although system replacement often presents difficulties, the department successfully minimized risks through thoughtful, collaborative planning, ensuring a seamless system replacement.

Pharmacy

The Pharmacy Department has demonstrated exceptional dedication to improving member health and community well-being through innovative programs and strategic initiatives. By successfully transitioning to the new care management system and adapting workflows to meet NCQA accreditation standards, the team streamlined processes for conducting medical necessity reviews. They resolved over 2,000 provider calls, ensuring seamless medication coordination and access for members. To combat the opioid epidemic, the department launched the Alliance Naloxone Distribution Program (NDP), distributing 396 naloxone kits to the community and saving two lives through reported overdose reversals.
The team also educated and recruited providers to participate in the DHCS naloxone program, expanding the program's reach. In 2024, the department expanded its clinical pharmacy programs, including the Pharmacist-Led Academic Detailing (PLAD) and Drug Utilization Review (DUR) programs. Through 46 interactive PLAD sessions with 18 primary care providers, pharmacists promoted evidence-based use of diabetes, asthma, and hypertension medications. Meanwhile, DUR reviews identified patterns of misuse, overuse, and fraud, resulting in 21 provider-focused and four member-focused educational articles to improve drug therapy practices.

Alliance Providers

The Alliance recognizes the critical importance of its providers in furthering its mission to ensure access to quality health care for members. The Alliance's contracted network of providers includes Primary Care Providers (PCPs), federally qualified health centers, rural health centers and community clinics, specialists,

hospitals, ancillary health services providers, pharmacies, and long-term care facilities in addition to Enhance Care Management and Community Support providers. The Alliance continues its efforts to strengthen its provider capacity to provide services, providing a robust network across all five counties in its service area. To that end, in 2024, the Alliance added 744 new providers to its provider networks including: 112 PCPs, 148 specialists, 201 non-physician medical practitioners, 92 allied providers, 32 provider organizations, 19 Doulas, 27 Behavioral Health Providers (with effective date 07/01/2025), 30 Community Health Workers (CHWs), and 83 ECM/CS Providers.

In 2024, the Alliance once again conducted its annual provider satisfaction survey to learn more about its providers' experience with the Plan. The 2024 survey indicated that 89.3% of physicians surveyed rated the Alliance as completely or somewhat satisfactory, and 97% indicated that they would recommend the Alliance to other physicians' practices.

Alliance Financial Performance

The Alliance's 2024 operating revenue was $1.88B through November 30, 2024.

The Alliance operated with a Medical Loss Ratio (MLR) of 93.9% and an Administrative Loss Ratio (ALR) of 5.3% of revenue for this period meaning that 94 cents out of every dollar goes directly to healthcare services.

Disenrollment resulting from redetermination following the unwinding of the federal COVID Public Health Emergency was less impactful than expected resulting in higher revenue, partially offset by a downward acuity rate adjustment. Meanwhile, medical costs are trending higher primarily due to the acuity shifts, increased utilization among the continuing population post-redetermination, and elevated costs from the ramp-up of Enhanced Care Management and Community Support programs. With these factors combined, the Alliance reported a net income of $47.6M for the eleven-month period through November 30, 2024.

The Alliance must maintain adequate financial reserves to ensure the health plan has sufficient funds to cover incurred claims liabilities. The Commission has established a target reserve fund balance for this purpose. As of November 30, 2024, the Alliance was operating at 102% of its targeted reserve fund balance.

Alliance Staff

As of December 31, 2024, the Alliance employees numbered 612 in the following divisions: Administration, Compliance, Employee Services, Communications, Finance, Health Services, Information Technology Services, and Operations. In 2024, the Alliance continued to successfully provide services and support to our members through a hybrid workforce strategy. This approach supported Talent Acquisition fulfilling 250 temporary and new positions in 2024 across five county service areas.

Alliance in the Community

In 2024, the Alliance outreach team was present at 130 community events where over 30,000 members were reached in our five-county region. Significant efforts were made to participate in community events held in our two newest counties, Mariposa and San Benito.

Community efforts involved over 85 relational meetings, where Alliance staff engaged with local organizations and county leaders to strengthen relationships and foster collaboration. The Alliance also provided more than 15 presentations in 2024 that educated and informed community organization staff about the services and benefits available to Alliance members. The Alliance remains dedicated to keeping our community-based organizations and community partners up to date through our bi-monthly community newsletter, *The Beat*.

Additionally, throughout 2024, the Alliance and its staff continued involvement in 50 regional and community coalitions and collaboratives that address public health issues, health care access, community networking and eligibility outreach in the Alliance service area. This includes Alliance involvement and participation in the following groups:

In Mariposa County

- Mariposa Health and Wellness Coalition
- Mariposa Community Health Improvement Plan (CHIP)
- Central Sierra CoC MCP Collaboration Meeting
- Mariposa County/Alliance/CVRC/Carelon BH Meeting

County Highlight: Mariposa Butterfly Festival

This 2-day festival is one of Mariposa County's largest community events. We connected with about 1,000 community members and provided education on the Alliance and our services. This event was a great opportunity to engage with the attendees about our expansion into Mariposa County as their new Medi-Cal health plan.

In Merced County

- ACEsINC Committee
- Maternal Wellness Coalition
- Outreach Committee Meetings
- BHRS Ongoing Planning Council
- Connected Care Network
- CPI Merced Collaborative
- Health and Mental Health Services Advisory Committee
- Help Me Grow Merced County Coalition

- HFA/PAT Community Advisory Board (CAB)
- Merced ACCT (Tobacco Prevention Coalition)
- Merced Breastfeeding Network
- Merced Public Information Officer (PIO) Roundtable
- Merced County Community Advisory Board
- Merced County and Alliance Convening
- Merced County Department of Public Health – CCAH Collaborative
- Merced County/Alliance/CVRC/Carelon BH Meeting

County Highlight: Dignity Health Mobile Care Clinic Pop-Up Tabling Events

We coordinated 7 pop-up tabling events in partnership with the Dignity Health Mobile Care Clinic to set up a resource table during the same time that the Mobile Clinic was out providing medical services to the community. We engaged with approximately 70 Alliance members at these events and connected these members to Enhanced Care Management, housing support resources, and other Alliance services as many of them were unhoused or did not have permanent housing.

In Monterey County

- Active Referral Network
- Community Alliance for Safety and Peace (CASP)
- Monterey County Collaborates
- Monterey County Caring Partners
- South County Outreach Efforts (SCORE)
- Blue Zones Project Worksite Committee Meeting
- Monterey County/Alliance/SARC/Carelon BH Meeting

County Highlight: Ciclovía Salinas

This youth-run event, focused on fostering a sense of community-building, brought families together to enjoy accessible recreation activities and participate in health and wellness conversations. The Alliance team engaged with approximately 2,000 community members and shared information about the Alliance and our services.

In San Benito County

- Adult Long Term Care Committee (ALTCC)
- Health Reimagined Workgroup
- Safe Kids Coalition of San Benito County
- Oral Health Advisory Committee
- South County Outreach Efforts (SCORE)
- Wellness Coalition of San Benito County
- Equity Diversity Inclusion Committee

County Highlight: Community Foodbank of San Benito Pop-Up Tabling Events

We coordinated 3 pop-up tabling events in partnership with the Community Foodbank of San Benito to set up a resource table and provide information about the Alliance and our member benefits. We engaged with approximately 725 Alliance members at these events. This event was a great opportunity to connect with the community about our expansion into San Benito County as their new Medi-Cal health plan.

In Santa Cruz County

- Cradle to Career CHW Leaders Collective
- Health Workforce Council
- Health Improvement Partnerships of Santa Cruz County (HIPSCC)
- Monterey Bay CHW Collaborative
- ParkRx Santa Cruz County
- Santa Cruz County PATH Collaborative
- Semillitas Advisory Committee
- Santa Cruz County/Alliance/SARC/Carelon BH Meeting

County Highlight: Santa Cruz County Trunk-or-Treat

This was a large community event that brought together families in Santa Cruz County through the planning efforts of the District Attorney's Office, Santa Cruz County Probation Department, CAL Fire, and the Community Action Board of Santa Cruz County. Our team engaged with approximately 2,000 community members, where over half of the event attendees were Alliance members.

Multi-County Convenings:

- CCS Advisory Group
- ITUP Regional Equity Collaborative
- LHPC Community Engagement Workgroup
- CPI Coastal Collaborative (Multi-County: Monterey & San Benito)
- K-16 Central Coast Coalition (Multi-County: Monterey & San Benito)
- Leadership Council Meeting (Multi-County: Monterey, San Benito & Santa Cruz)
- Uplift Central Coast (Multi-County: Monterey, San Benito & Santa Cruz)
- WCM FAC Network Meeting (Multi-County)
- Mariposa and Merced Healthcare Partnership for Emergency Preparedness (Multi-County: Merced & Mariposa)

Local Campaigns for Community Benefit

Alliance staff continued involvement with community food banks and United Way campaigns within Santa Cruz, Monterey, Merced, San Benito and Mariposa counties in 2024. Alliance staff raised $88,832 (equivalent to 266, 496 meals) for the food banks in the five-county service area as part of its holiday food drive efforts and raised about $21,799 in contributions to United Way.

Looking Ahead

Throughout 2025, the Alliance will continue its focus on core health plan obligations described within this report, while also advancing the two strategic priorities set forth in its five-year strategic plan: Health Equity and Person-Centered Delivery System Transformation.

The long-term goals to advance Health Equity include:

1) Eliminate health disparities and achieve optimal health outcomes for children and youth; and

2) increase member access to culturally and linguistically appropriate health care.

The long-term goals to advance Person-Centered Delivery System Transformation:

1) Improve behavioral health services and systems to be person-centered and equitable; and

2) improve the system of care for members with complex medical and social needs.

To that end, key priorities in 2025 include projects aligned to these strategic objectives including the following priority projects:

- Preparing for the insourcing of the behavioral health benefit in July 2025,
- Implementing a Medicare Advantage Dual Eligible Special Needs Program (D-SNP) by 2026.
- Continuing to strengthen the Enhanced Care Management program
- Obtaining health plan accreditation by the National Committee for Quality Assurance.

Successful completion of these projects will provide the foundation for the Alliance's continued and ongoing successes as it works in collaboration with the communities it serves towards its vision of Healthy People. Healthy Communities.

Further, the Alliance understands that the change in federal administration in 2025 may have unknown impacts on Alliance members, providers, services and funding and staff will continue to work collaboratively with community, state and federal stakeholders and partners to ensure members are served in the most effective manner possible.

The Alliance appreciates the opportunity to provide this report to the county Boards of Supervisors and is appreciative of the Supervisors' continued support.

Attachment A

Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission
Roster for January 1, 2024 – December 31, 2024

The Alliance has seventeen board members (five from Santa Cruz County, five from Monterey County, four from Merced County, one from Mariposa County and two from San Benito County), in categories of representation including County government and health services, public representatives and health care provider representatives. Board members during January 1, 2024, through December 31, 2024, included:

<u>From Santa Cruz County</u>:	
Anita Aquirre *(effective 4/9/24)*	At Large Health Care Provider Representative
Leslie Conner *(through 1/24/24)*	At Large Health Care Provider Representative
Zach Friend *(through 12/31/24)*	Board of Supervisors
Donaldo Hernandez, MD	Health Care Provider Representative
Monica Morales	Health Services Agency Director
Michael Molesky	Public Representative
<u>From Monterey County</u>:	
Wendy Root Askew	Board of Supervisors
Maximiliano Cuevas, MD	Health Care Provider Representative
Janna Espinoza	Public Representative
Elsa Jimenez, Chair	Director of Health Services
Allen Radner, MD	At Large Health Care Provider Representative
<u>From Merced County</u>:	
Leslie Abasta-Cummings, Vice Chair *(Vice Chair effective 11/6/24)*	At Large Health Care Provider Representative
Dorothy Bizzini	Public Representative
Josh Pedrozo, Vice Chair *(Vice Chair through 11/6/24)*	Board of Supervisors
Rebecca Nanyonjo *(through 8/21/24)*	Public Health Director
James Rabago, MD	Health Care Provider Representative
<u>From Mariposa County</u>:	
Dr Eric Sergienko *(through 1/24/24)*	Public Health Officer
Kristina Keheley, PhD *(effective 6/4/24)*	County Health Department Representative
<u>From San Benito County</u>:	
Tracey Belton	Health and Human Services Agency Director
Ralph Armstrong, DO	At Large Health Care Provider Representative

Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission
2024 Meeting Attendance Log (January 1, 2024, through December 31, 2024)

Attachment B

Commissioner	Attendance Rate	1.24.24 (Regular)	2.28.24 (Regular)	3.27.24 (Regular)	4.24.24 (Regular)	5.22.24 (Merced)	6.26.24 (Regular)	8.28.24 (Regular)	9.25.24 (Retreat)	11.6.24 (Regular)	12.4.24 (Regular)
Abasta-Cummings, Leslie	80%	Present	Present	Present	EX	Present	Present	Present	Present	X	Present
Aquirre, Anita	100%	N/A	N/A	N/A	Present	Present	Present	Present	Present	Present	Present
Armstrong, Ralph	100%	Present	Present	Present	Present	Present	Present	Present	Present	Present	Present
Askew, Wendy Root	90%	Present	Present	Present	Present	Present	Present	Present	Present	Present	EX
Belton, Tracey	80%	Present	Present	Present	Present	Present	Present	EX	Present	Present	EX
Bizzini, Dorothy	100%	Present	Present	Present	Present	Present	Present	Present	Present	Present	Present
Conner, Leslie	100%	Present	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Cuevas, Maximiliano	80%	Present	EX	Present	Present	Present	Present	EX	Present	Present	Present
Espinoza, Janna	90%	Present	Present	Present	Present	Present	Present	Present	Present	Present	EX
Friend, Zach	70%	Present	Present	EX	EX	Present	Present	Present	Present	Present	EX
Hernandez, Donaldo	80%	Present	EX	Present	Present	Present	Present	Present	Present	Present	X
Jimenez, Elsa	90%	Present	Present	Present	Present	EX	Present	Present	Present	Present	Present
Keheley, Kristina	80%	N/A	N/A	N/A	N/A	N/A	Present	Present	EX	Present	Present
Molesky, Michael	70%	Present	Present	EX	Present	Present	X	Present	Present	Present	EX
Morales, Monica	70%	Present	EX	Present	Present	EX	Present	Present	Present	EX	Present
Nanyonjo, Rebecca	83%	Present	Present	EX	Present	Present	Present	N/A	N/A	N/A	N/A
Pedrozo, Josh	90%	Present	Present	Present	Present	Present	Present	Present	EX	Present	Present
Rabago, James	80%	Present	Present	Present	Present	EX	Present	Present	EX	Present	Present
Radner, Allen	90%	Present	Present	Present	Present	Present	Present	Present	Present	Present	EX
Sergienko, Eric	100%	Present	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

X = Unexcused
EX = Excused
"N/A" indicates person was not a Commissioner at this time.

Commission on Aging of Mariposa County

Post Office Box 99 / 5362 Lemee Lane Mariposa, CA 95338

MINUTES

(DRAFT)

Wednesday, January 22, 2025

IN-PERSON MEETING

Location:

Health & Human Services Agency

5362 Lemee Lane, Mariposa, CA 95338

1. **Call to order and Introductions:** Completed at 10:03 AM by Lindsay Burtle

   a. **HHSA Staff Members -** Jason Allen (excused), Jeff Dilbeck, & Lydia Arre

   b. **Voting Members Present –** Lindsay Burtle, Linda Pribyl, & Don Fox

   c. **BOS Representative** – Rosemarie Smallcombe

   d. **Guests –** N/A

   e. **Absent:** Candy O'Donel-Browne - Unexcused and Nina Rhodes – Excused

2. **Public Comments:**

   a. Don Fox commended Lydia Arre for the recent Veteran's breakfast. He suggested an educational offering on Long-term care (LTC), navigating the issues of locating and obtaining LTC options. There are no Assisted Living facilities in Mariposa County.

Information resources include Brenda Ceja (HHSA), A12, ADRC, and Senior Center.

3. ADA Draft Transition Plan:

Rosemarie reported that ADA will not become a committee. ADA assessments and recommendations need to be made by ADA experts and not by informal committee members. There is too much liability without expert leadership.

4. Approval of October 23, 2024 Minutes: (Attachment A)

a. The approval of minutes was deferred to the April 23, 2025 COA meeting when a quorum of members who were present at the October 23 meeting would be available to approve minutes.

5. Updates Regarding SB 1249:

a. Rosemarie Smallcombe plans to speak with Karol Schwartzlander, Executive Director of COA, and Susan DeMarois, Director of CA Dept of Aging, to determine the status of SB 1249 implementation and the option of Mariposa County contracting directly with the State. Mariposa County has the benefit of having a Communication Information Exchange (CIE).

6. Rosemarie:

a. Mariposa County has 55 committees that are under review with planned efforts to decrease the number of unnecessary or inactive committees or task forces to reduce the amount of staff time needed to support each of these committees. Danielle Bondshu, Board Clerk, will have a position added under her to manage the administration, bylaws, and Brown Act education for the priority committees that are retained. The committees will be evaluated for benefit, value, compliance, and purpose. The Board is reviewing each committee's plan, purpose, and staff time required.

7. Senior Center Program Manager Report:

a. Lydia Arre provided a report of Senior Center activities. The Art's Council program continues to provide a 6-week course of varied activities (I.e. photography & watercolor painting). Twenty to twenty-four attend each week. The recent Veteran's breakfast was well-received. The Senior Center sponsors the Senior Health Fair in May. The firewood program is available and hosted by CalFire.

b. Area 12 provided more funding for meals. The Senior Center provides 600 congregate meals per month. They delivered over 500 home-delivered meals/month. Home-delivered meals are delivered weekly by Transportation drivers.

c. Lydia distributed a report of "North County Meals Served" in 2024.

8. Adult & Aging Deputy Director Report:

a. Jeff Dilbeck provided report on the food voucher program for North County restaurants. Participants receive 3 vouchers per week. Over 800-900 restaurant meals have been provided. There are 342 IHSS recipients. More IHSS providers are needed. Adult Protective Services averages 20 open referrals. There is an increase in fraudulent activities. Public Guardianship averages 30 people in this program.

9. Commissioners' Reports:

a. D1: N/A

b. D2: N/A

c. D3: N/A

d. D4: N/A

e. D5: N/A

f. At-Large: N/A

10. Old Business:

a. N/A

11. Adjournment: 11:32 AM.

12. Next Scheduled Meeting: April 23, 2025.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-53

MEETING:	February 11, 2025
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Health and Human Services Agency Director
RE:	Approve First Amendment to the Agreement with California Department of Public Health (CDPH) for Career Support Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to the Agreement with California Department of Public Health (CDPH) for Career Support Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The purpose of the Grant is to provide support to public health staff in pursuit of professional certifications or re-certifications and other relevant public health or professional development courses/trainings by reimbursing fees or other costs to attend classes and exams, and/or provide stipends for staff to offset loss of compensation during the workweek for staff to attend courses/trainings and certification exams.

This amendment will allow for the reallocation of the unspent funds currently allocated to other staff who are unable to complete the proposed education and certifications.

The maximum amount payable under this Grant Agreement is not to exceed $31,848.00. The Mariposa County Health and Human Services Agency will provide CDPH with an annual report of how grant funds were ultimately spent. The term of this grant began on July 1, 2022 and terminates on June 30, 2026.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board approved this Grant Award in Resolution 2023-457 on August 15, 2023.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Non approval of the Grant Agreement will result in the forfeiture of the remaining unspent allocation and force staff to seek alternate sources of funding for career development.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. **22-11313 A1 Mariposa_CDPH 1229A Grant Agreement Amendment_Final (1)**
2. **CDPH - Career Support (WorkForce) Res. 2023-457-EXECUTED (1)**

VOTE RESULT

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

CALIFORNIA Director's Office -- Operations PROGRAM

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter "Department"

TO

County of Mariposa, hereinafter "Grantee"

Implementing the project, "California Public Health Workforce Career Ladder Education and Development Program," hereinafter "Project"

AMENDED GRANT AGREEMENT NUMBER 22-11313, A1

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

AUTHORITY: The Department has authority to grant funds for the Project under **2022-2023 State Budget Act (AB 179, Chapter 249, Statutes of 2022) and Health and Safety Code 131085(b)(4).**

PURPOSE FOR AMENDMENT: The purpose of the Grant amendment is to:

Increase the grant funding to allow the Grantee to continue performing more of the same services as identified in the Exhibit A Grantee's Application and to reimburse the Grantee accordingly. Additionally, Exhibit A, Attachment 1 and Exhibit B are being replaced in its entirety.

AMENDED GRANT AMOUNT: This amendment changes the total grant amount **from $31,848 to $68,190 (Sixty Eight Thousand One Hundred Ninety Dollars).**

REVISED Exhibit A, ATTACHMENT 1 – **Is hereby attached and will be incorporated by reference.**

REVISED Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS – **Is hereby attached and will be incorporated by reference.**

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

California Department of Public Health	Grantee: **County of Mariposa**
Name: Kristen Guerrero	Name: Kristina Keheley, PhD
Address: 1615 Capitol Ave.	Address: 5362 Lemee Lane, PO Box 99
City, ZIP: Sacramento, CA	City, ZIP: Mariposa, CA 95338
Phone: 916-719-5784	Phone: 209-966-2000
Fax:	Fax:
E-mail: Kristen.guerrero@cdph.ca.gov	E-mail: kkeheley@mariposacounty.org

Direct all inquiries to:

California Department of Public Health, Director's Office	**Grantee: County of Mariposa**
Attention: Kristen Guerrero	Attention: Kristina Keheley, PhD
Address: 1615 Capitol Ave.	Address: 5362 Lemee Lane, PO Box 99
City, Zip: Sacramento, CA	City, Zip: Mariposa, CA 95338
Phone: 916-719-5784	Phone: 209-966-2000
Fax:	Fax:
E-mail: Kristen.guerrero@cdph.ca.gov	E-mail: kkeheley@mariposacounty.org

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

Remittance Address
Grantee: County of Mariposa]
Attention "Cashier": Mariposa County Health & Human Services Agency
Address: 5362 Lemee Lane, PO Box 99
City, Zip: Mariposa, CA 95338
Phone: 209-966-2000
Fax:
E-mail: rridenhour@mariposacounty.org

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

All other terms and conditions of this Grant shall remain the same.

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

Executed By:

Date:

Miles Menetrey, Board of Supervisors Chair

5362 Lemee Lane, PO Box 99

Mariposa, CA 95338

Date:

Tim Bow, Procurement Officer

Contracts and Purchasing Services Section

California Department of Public Health

1616 Capitol Avenue, Suite 74.317, MS 1802

P.O. Box 997377

Sacramento, CA 95899-7377

California Department of Public Health

MEMORANDUM

DATE: June 28, 2023

TO: Mariposa County Health & Human Services Agency

FROM: California Department of Public Health

SUBJECT: Notice of Award California Public Health Workforce Career Ladder and Education (PH-Career Ladder) Program – Rounds 1 and 2

In December 2022, the California Department of Public Health (CDPH) released the Career Ladder Funding Application in accordance with funding appropriated in the 2022 State Budget Act (AB 179, Chapter 249, Statutes of 2022) to create the California Public Health Workforce Career Ladder Education and Development Program (PH-Career Ladder).

Originally, the Administration's January budget plan proposed a reduction to current year funding, and as noted in the April 21, 2023, Memorandum, CDPH was only able to allocate a portion of the original funds to projects, and in such cases, only for use during the first two (2) years of the the program (Round 1 Funding Memorandum). Per the June 20, 2023 Memorandum, as part of the May Revision and 2023 Budget Act, the Administration restored all original funding to the PH-Career Ladder allowing CDPH to to allocate additional funding for the full four (4) year period of the program for all previously funded projects and to allow additional projects to be funded as well (Round 2 Funding Memorandum).

According to the Memorandum dated May 1, 2023 (the Round 1 Funding Notice of Award), Mariposa County Health & Human Services Agency was awarded funding for up to two years as requested for PH- Career Ladder Program Projects #1 and #3. Round 2 funding provides these projects with funding for years 3 and/or 4 of the program for a total of $64,203.53.

In addition, as part of Round 2, Mariposa County Health & Human Services Agency was awarded for up to four years of funding as requested for PH—Career Ladder Project #2 in the amount of $3,986.01.

The total for all awarded projects over the 4-year period is $$68,189.54.

Round 1 and 2 Funding Summary of Awarded Project(s):

Project #1
LVN to RN Pathway Program, Priority #1.

Scope of Work:

This program is a series of lectures and discussions that provides the concepts and principles necessary to facilitate the transition of the LVN to the changing role of the RN. Incorporates best practices, professional standards, and legal and ethical responsibilities of the professional nurse as applied in various healthcare settings. Emphasis will be placed upon the RN as a decision-making member of the healthcare team and the responsible to be assumed by such a practitioner.

Round 1 Awarded Funds:
FY 22/23: $1,352
FY 23/24: $0
Round 2 Awarded Funds:
FY 24/25: $0
FY 25/26: $0

Project #2
Communications Degree program with emphasis on health equity and risk communications, Priority #2.

Scope of Work:
Communication Studies curriculum is designed to assist students from all majors in developing communication skills. The PIO will learn fundamental concepts, knowledge, and skills of communication.

Round 2 Awarded Funds:
FY 22/23: $1,026
FY 23/24: $908.01
FY 24/25: $1,026
FY 25/26: $1,026

Project #3
Public Health Bachelors Program, Priority #3.

Scope of Work:
One current staff analyst will earn a bachelors in Public Health through online courses.

Round 1 Awarded Funds:
FY 22/23: $16,178
FY 23/24: $14,317.53
Round 2 Awarded Funds:
FY 24/25: $16,178
FY 25/26: $16,178

Round 1 and 2 Combined Funding Schedule:
Funding can be requested via invoice to CDPH's Project Representative at the beginning of each Fiscal Year (FY), according to the payment schedule below:

FY 22/23	$18,556.00
FY 23/24	$15,225.54
FY 24/25	$17,204.00
FY 25/26	$17,204.00
TOTAL	$68,189.54

Funding Terms

The grant's funding period will be July 1, 2022 through June, 30, 2026. The first year of funding is available for encumbrance or expenditure until June 30, 2024, to provide time to ramp up the program. Subsequent annual allocations must be expended within their respective fiscal year.

Reporting and Evaluation Requirements

CDPH will assess awarded LHJs' expenditure progress in December 2024, at which point CDPH will determine whether unused funds will need to be redirected to other LHJs or regional or collaborative workforce development efforts. CDPH will engage CHEAC, CCLHO/HOAC, and SEIU California during this assessment process, seeking to maximize awarded funds to LHJs.

CDPH requires awarded LHJs to report annually on the use of the funds and activities conducted. At a minimum, LHJs will be required to report:

- The number of individuals participating in eligible educational pursuits.
- Summary of types of credentials and skills attained through the program.
- Number of employees hired to provide coverage for employees attaining educational opportunities.

Local Health Jurisdiction's Project Representative:

Grantee: Mariposa County Health & Human Services Agency
Name: Kristina Keheley, PhD
Address: 5362 Lemee Lane, PO Box 99
City, ZIP: Mariposa, CA 95338
Phone: 209-966-2000
E-mail: kkeheley@mariposacounty.org

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

A. Upon execution of the Grant and at the beginning of each State Fiscal Year (FY) (July 1), Grantee may submit a single invoice for each FY consistent with the table below for a total amount not to exceed the total amount specified on the CDPH 1229 Grant Agreement.

Grant Fiscal Year	Amount
2022/2023*	$0.00
2023/2024	$33,782.00
2024/2025	$17,204.00
2025/2026	$17,204.00
Total	$68,190.00

*The first year of funding is available for encumbrance or expenditure until June 30, 2025 to provide time to ramp up the program.

B. Invoices shall include the Grant Number and shall be submitted electronically or in triplicate not more frequently than monthly in arrears to:

Kristen Guerrero
California Department of Public Health
Directors Office
1615 Capitol Ave.
Sacramento, CA 95814
Kristen.guerrero@cdph.ca.gov

C. Invoices shall:

1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
2) Bear the Grantee's name as shown on the Grant.
3) Identify the billing and/or performance period covered by the invoice.
4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

D. Amount awarded under this Grant is identified in the CDPH 1229 Grant Agreement.

2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the

program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Grantee to reflect the reduced amount.

3. Prompt Payment Clause

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

4. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.

B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

5. Travel and Per Diem Reimbursement

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

Mariposa County
Health & Human Services Agency

August 24, 2023

WorkForce – Career Support Services
Attn: Kristen Guerrero
Sacramento, CA 95814

Attached you will find a "wet" signed Career Support Services Grant. Please review and sign this with "wet" signatures then return to our facility to the address below for county execution.

Thank you,

Beth Alexander
Sr. Office Assistant
P.O. Box 99
5362 Lemee Lane
Mariposa, CA 95338

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-457

MEETING:	August 15, 2023
TO:	The Board of Supervisors
FROM:	Joe Lynch, Director of Health and Human Services
RE:	Approve a Grant Agreement with the California Department of Public Health (CDPH) for the Amount of $31,848 for Career Support Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve a Grant Agreement with the California Department of Public Health (CDPH) for the Amount of $31,848 for Career Support Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The purpose of the Grant is to provide support to public health staff in pursuit of professional certifications or re-certifications and other relevant public health or professional development courses/trainings by reimbursing fees or other costs to attend classes and exams, and/or provide stipends for staff to offset loss of compensation during the workweek for staff to attend courses/trainings and certification exams.

The maximum amount payable under this Grant Agreement is not to exceed $31,848.00. The Mariposa County Health and Human Services Agency (HHSA) will provide CDPH with an annual report of how grant funds were ultimately spent. The term of the grant began on July 1st, 2022 and terminates on June 30th, 2026.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors does not have a prior history with CDPH for this specific purpose.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Non approval of the Grant Agreement will result in the forfeiture of $31,848 and force HHSA to seek alternate sources of funding for career development of public health staff.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. CDPH Career Ladder Grant Agreement
2. CareerLadder_Mariposa County Letter of Intention
3. CCC 042017

VOTE RESULT

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

State of California – Health and Human Services Agency – California Department of Public Health
CDPH 1229 (12/2021)

California Public Health Workforce Career Ladder Education and Development Program

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter "Department"

TO

Mariposa County Health & Human Services Agency, hereinafter "Grantee"

Implementing the "California Public Health Workforce Career Ladder Education and Development Program," hereinafter "Project"

GRANT AGREEMENT NUMBER 22-11313

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

AUTHORITY: The Department has authority to grant funds for the Projects from 2022-2023 State Budget Act (AB 179, Chapter 249, Statutes of 2022).

PURPOSE: The Department shall award this Grant Agreement to and for the benefit of the Grantee; the purpose of the Grant is to provide support to public health staff in pursuit of professional certifications or re-certifications and other relevant public health or professional development courses/trainings by reimbursing fees or other costs to attend classes and exams, and/or provide stipends for staff to offset loss of compensation during the workweek for staff to attend courses/trainings and certification exams.

Grantee shall provide CDPH with an annual report of how Grant funds were ultimately spent. The report shall be due no later than 30 days after the end of each Calendar Year (December 31). CDPH reserves to right to postpone or withhold payment for each additional Grant year funding pending receipt and/or review of the annual report

GRANT AMOUNT: The maximum amount payable under this Grant Agreement shall not exceed the amount of $31,848.00 (Thirty-One Thousand Eight Hundred Forty-Eight Dollars)

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on July 1st, 2022 and terminates on June 30th, 2026]. No funds may be requested or invoiced for services performed or costs incurred after June 30th, 2026.

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

California Department of Public Health	**Grantee: Mariposa County Health & Human Services Agency**
Name:Kristen Guerrero	Name: Kristina Keheley, PhD
Address: 1615 Capitol Ave.	Address: 5362 Lemee Lane, PO Box 99
City, ZIP: Sacramento, CA	City, ZIP: Mariposa, CA 95338
Phone: 916-719-5784	Phone: 209-966-2000
E-mail: Kristen.guerrero@cdph.ca.gov	E-mail: kkeheley@mariposacounty.org

Direct all inquiries to the following representatives:

California Department of Public Health	**Grantee: Mariposa County Health & Human Services Agency**
Attention: Kristen Guerrero	Attention: Kristina Keheley, PhD
Address 1615 Capitol Ave.	Address: 5362 Lemee Lane, PO Box 99
City, Zip Sacramento, CA	City, Zip: Mariposa, CA 95338
Phone 916-719-5784	Phone: 209-966-2000
E-mail Kristen.guerrero@cdph.ca.gov	E-mail: kkeheley@mariposacounty.org

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

Remittance Address
Grantee: Mariposa County Health & Human Services Agency
Attention "Cashier":
Address: 5362 Lemee Lane, PO Box 99
City, Zip: Mariposa, CA 95338
Phone: 209-966-2000
E-mail: rridenhour@mariposacounty.org

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

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

Exhibit A GRANT APPLICATION

Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS

Exhibit C STANDARD GRANT CONDITIONS

Exhibit D REQUEST FOR APPLICATION (RFA)

Exhibit E ADDITIONAL PROVISIONS

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

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

Executed By:

Date: Aug 17, 2023

Miles Menetrey, Board of Supervisors Chair
5362 Lemee Lane, PO Box 99
Mariposa, CA 95338

Date: _____

Tim Bow, Procurement Officer
California Department of Public Health
1615 Capitol Avenue,
Sacramento, CA 95899-7377

APPROVED AS TO FORM:
STEVEN W. DAHLEM
COUNTY COUNSEL

California Department of Public Health

MEMORANDUM

DATE: May 1, 2023

TO: Mariposa County Health & Human Services Agency

FROM: California Department of Public Health

SUBJECT: Notice of Award California Public Health Workforce Career Ladder and Education (PH-Career Ladder) Program

In December 2022, the California Department of Public Health (CDPH) released the Career Ladder Funding Application in accordance with funding appropriated in the 2022 State Budget Act (AB 179, Chapter 249, Statutes of 2022) to create the California Public Health Workforce Career Ladder Education and Development Program (PH-Career Ladder).

The purpose of this memo serves as a notice of award granted to Mariposa County Health & Human Services Agency, for the applicant's PH-Career Ladder Program Projects #1 and #3, for the total amount of $31,848.

Summary of Awarded Project(s):

Project #1
LVN to RN Pathway Program, Priority #1.

Scope of Work:
This program is a series of lectures and discussions that provides the concepts and principles necessary to facilitate the transition of the LVN to the changing role of the RN. Incorporates best practices, professional standards, and legal and ethical responsibilities of the professional nurse as applied in various healthcare settings. Emphasis will be placed upon the RN as a decision-making member of the healthcare team and the responsible to be assumed by such a practitioner.

Awarded Funds:
FY 22/23: $1,352
FY 23/24: $0

Project #3
Public Health Bachelors Program, Priority #3.

Scope of Work:
One current staff analyst will earn a bachelors in Public Health through online courses.

Awarded Funds:
FY 22/23: $16,178

FY 23/24: $14,318

Funding Schedule:
Funding can be requested via invoice to CDPH's Project Representative at the beginning of each Fiscal Year (FY), according to the payment schedule below:

FY 22/23	$17,530
FY 23/24	$14,318
FY 24/25	$0
FY 25/26	$0
TOTAL	$31,848

Funding Terms
The grant's funding period will be July 1, 2022 through June, 30, 2026. The first year of funding is available for encumbrance or expenditure until June 30, 2024, to provide time to ramp up the program. Subsequent annual allocations must be expended within their respective fiscal year.

Reporting and Evaluation Requirements
CDPH will assess awarded LHJs' expenditure progress in December 2024, at which point CDPH will determine whether unused funds will need to be redirected to other LHJs or regional or collaborative workforce development efforts. CDPH will engage CHEAC, CCLHO/HOAC, and SEIU California during this assessment process, seeking to maximize awarded funds to LHJs.

CDPH requires awarded LHJs to report annually on the use of the funds and activities conducted. At a minimum, LHJs will be required to report:

- The number of individuals participating in eligible educational pursuits.
- Summary of types of credentials and skills attained through the program.
- Number of employees hired to provide coverage for employees attaining educational opportunities.

Local Health Jurisdiction's Project Representative:

Grantee: Mariposa County Health & Human Services Agency
Name: Kristina Keheley, PhD
Address: 5362 Lemee Lane, PO Box 99
City, ZIP: Mariposa, CA 95338
Phone: 209-966-2000
E-mail: kkeheley@mariposacounty.org

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

A. Upon execution of the Grant and at the beginning of each State Fiscal Year (FY) (July 1), Grantee may submit a single invoice for each FY consistent with the table below for a total amount not to exceed the total amount specified on the CDPH 1229 Grant Agreement.

Grant Fiscal Year	Amount
2022/2023*	$17,530.00
2023/2024	$14,318.00
2024/2025	
2025/2026	
Total	$31,848.00

*The first year of funding is available for encumbrance or expenditure until June 30, 2024, to provide time to ramp up the program.

B. Invoices shall include the Grant Number and shall be submitted electronically or in triplicate not more frequently than monthly in arrears to:

Kristen Guerrero
California Department of Public Health
Directors Office
1615 Capitol Ave.
Sacramento, CA 95814
Kristen.guerrero@cdph.ca.gov

C. Invoices shall:

1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
2) Bear the Grantee's name as shown on the Grant.
3) Identify the billing and/or performance period covered by the invoice.
4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

D. Amount awarded under this Grant is identified in the CDPH 1229 Grant Agreement.

2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the

Exhibit B
Budget Detail and Payment Provisions

program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Grantee to reflect the reduced amount.

3. Prompt Payment Clause

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

4. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.

B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

5. Travel and Per Diem Reimbursement

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

EXHIBIT C

STANDARD GRANT CONDITIONS

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained

2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.

3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.

4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.

5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.

6. **INDEMNIFICATION**: Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.

7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.

8. **GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

9. **INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.

10. **INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.

11. **MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.

12. **NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.

13. **NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.

14. **PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.

15. **RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).

    A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
    B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
    C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
    D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
    E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.

16. **RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

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

18. **VENUE: (This provision does not apply to Local Governmental Entities)**

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

19. **STATE-FUNDED RESEARCH GRANTS:**

A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).

B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):

1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.

2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.

3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b)

of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

4) For publications other than those described inparagraph B.3 above,, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

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

TOMÁS J. ARAGÓN, MD, DrPH
Director and State Public Health Officer

GAVIN NEWSOM
Governor

LHJ-L 22-01

Date: December 1, 2022

To: California Local Health Jurisdictions (LHJs)

From: California Department of Public Health

Re: California Public Health Workforce Career Ladder Education and Development Program Application Guidance and Templates

I. Overview

This Local Health Jurisdiction Letter (LHJ-L) provides Local Health Jurisdictions (LHJs) with an overview of funding appropriated in the 2022-2023 State Budget Act (AB 179, Chapter 249, Statutes of 2022) to create the California Public Health Workforce Career Ladder Education and Development Program (PH-Career Ladder) and the process for applying for these funds.

Career Ladder Education and Development Program applications must be submitted to CDPH Director's Office (DO) by **January 31, 2023** via email to Susan.Fanelli@cdph.ca.gov with a cc to Kristen.Guerrero@cdph.ca.gov.

The Director's Office, in collaboration with the County Health Executives Association of California (CHEAC), California Conference of Local Health Officers/Health Officers Association of California (CCLHO/HOAC) and Service Employees International Union California (SEIU), will review all applications submitted by LHJs and determine funding awardees and amounts.

Of the $75.6 million Public Health Equity and Readiness Opportunity (HERO) Initiative investments, $12.8 million ($3.2 million per year, over four years) has been allocated for California Public Health Workforce Career Ladder Education Development Program to support state and local workforce retention.

This application opportunity will cover the entire four years of the PH-Career Ladder Program, covering fiscal years 2022-23 to 2025-26. The first year of funding is available for encumbrance or expenditure until June 30, 2024, to provide time to ramp up the program. Subsequent annual allocations must be expended within their respective fiscal year.

CDPH intends to provide 70 percent – $8.9m ($2.24 million per year) – to LHJs. CDPH will use the remaining 30 percent – $3.9m ($1.3 million per year) to support the CDPH workforce. Local Health Jurisdictions may apply to CDPH for grants to support education and training opportunities for incumbent employees within the governmental public health workforce. The purpose of these funds is to support worker upskilling to improve retention of the public health workforce and help incumbent workers develop their skills to meet future public health demands.

II. Eligible uses of funding

Eligible uses of funding shall include any of the following so long as it supports the public health workforce in a local health department:

- Providing stipends to eligible employees to offset the loss of compensation for up to 12 hours per work week for eligible educational pursuits. Stipends shall be up to $600 per week per eligible employee for up to 12 weeks per year. An individual can receive stipend payments each year of the program, for a total of 48 weeks. As such, funding in Year 1 will be limited to the included stipend amount and timeline.

- Hiring additional employees to support the goals of the program, such as covering employees while they participate in eligible educational pursuits.

- Reimbursing eligible employees for educational costs such as tuition, registration fees, or other related educational expenses when participating in eligible educational pursuits.
    - Allowable costs include but are not limited to continuing education for nurses and other disciplines, payment of licensure costs, examination fees, educational programs including certification and degree programs in public health, environmental health, or related fields such as social services or behavioral health, and wellness and trauma informed training.
    - Note: Loan repayments **are not** an eligible use of this funding.

Definitions

"Eligible employee" means a full or part-time employee within a local health department or the State Department of Public Health who has been employed by that entity for a minimum of one year. Staff hired during the first year of the PH-Career Ladder program (FY 2022-23) may be eligible to participate in subsequent years of the program.

"Eligible educational pursuits" includes any of the following:

(A) Educational programs at regionally accredited institutions in the public health field, such as nursing, microbiology, public health, public administration, epidemiology, lab science, and community health;

(B) Industry-recognized training programs related to the public health field;

(C) Continuing education units required to maintain an individual's license or certification; or

(D) Earn and learn programs, as defined in subdivision (q) of Section 14005 of the Unemployment Insurance Code, in the public health field. Eligible educational pursuits can be completed in person, online, or through hybrid training opportunities.

III. Local Health Jurisdiction Application Process

LHJs should provide a letter of interest to CDPH that will serve as the application, indicating how the jurisdiction will use the funds consistent with the purposes outlined above and a budget for the full 4-year term of funds (broken out by year). LHJs should follow the sample Letter of Intent (Attachment A). In addition, for each proposed project the LHJ must complete the Project Template (Attachment B).

LHJs may apply individually, as a region, or as a multi-LHJ applicant. LHJs choosing to apply as a regional or multi-LHJ applicant may also apply separately as long as there is no overlap in proposed activities. LHJs are also strongly encouraged to partner with respective labor organizations to promote the best use of these funds in supporting your workforce. CDPH cannot provide direct reimbursement to individuals employed by LHJs.

Submissions must include the following:

- Number of employees that will be served each year (this may include multi-year educational pursuits for an employee or different employees served in each year of the program).
- The proposed use of the funds, including itemized costs for each activity.
- The total amount requested.
- The total number of staff that will be included in each proposed activity.
- Description of how the various funding considerations listed below will be addressed by your planned activities.

Funding awards will be determined by CDPH in collaboration with CHEAC, CCLHO/HOAC, and SEIU California. When applying, LHJs should include a list of activities in priority order.

IV. Funding considerations will include:

- Diversity in geography and size of LHJ(s) applying, and proposed activities
- Total cost of each activity over 4-year timeframe
- Number of employees proposed to be served under each activity – cohorts vs. individual support
- Workforce gaps identified and how the activities will reduce the gaps (e.g., provide a copy of a needs assessment or other evidence of the workforce gaps that exist in the LHJ)

- Individual cost of each employee served
- Type of training/activity for upskilling employees and whether the LHJ has used an education/institutional partner for the training/activity (preference for public higher education entities and/or labor-management training entities that have experience training public sector employees)
- Timeline for use of the proposed funds
- How the activity builds on other federal, state, or local funding streams dedicated to workforce development
- Health Equity – how the proposed activity fosters diversity, equity, and inclusion in workforce development
- Opportunities for partnership between LHJs and the State (e.g., please contact Kristen Guerrero if you have an idea for partnering with the state)
- Jurisdictions with high vacancy rates and how upskilling addresses current and/or projected vacancies, and LHJ ability to learn and scale

LHJs are encouraged to limit administrative costs and if possible leverage other funding sources for both administrative costs and for items such as training platforms/software. Including these administrative and equipment costs in the proposed budget will drive up the cost per employee served and may make applications less competitive. The goal is to support development of as many staff as possible.

While individual award amounts are not yet determined, CDPH estimates that awards could range between $50,000 and $500,000 over the 4-year period, depending on the number of applications received. Other important information:

- There is no minimum award amount that may be requested.
- No LHJ will receive more than 30% of the total available funds.
- Funds will be disbursed to awarded LHJs on an annual basis at the beginning of each fiscal year.

V. Timeline

CDPH anticipates utilizing the following timeline for this program:

- October 2022: Information Released to LHJs
- November 7, 2022: LHJ Informational Webinar
- November 30, 2022: CDPH to Distribute Application Materials
- January 31, 2023: LHJ Applications Due to CDPH
- February – March 2023: Funding Awards Announced
- December 2024: CDPH Expenditure Assessment (see below)

VI. Reporting & Evaluation

CDPH will assess awarded LHJs' expenditure progress in December 2024, at which point CDPH will determine whether unused funds will need to be redirected to other LHJs or regional or collaborative workforce development efforts. CDPH will engage CHEAC, CCLHO/HOAC, and SEIU California during this assessment process, seeking to maximize awarded funds to LHJs.

CDPH will also require awarded LHJs to report annually on the use of the funds and activities conducted. At a minimum, LHDs will be required to report:

- The number of individuals participating in eligible educational pursuits
- Summary of types of credentials and skills attained through the program
- Number of employees hired to provide coverage for employees attaining educational opportunities

VII. Questions

Questions can be directed to Kristen Guerrero at Kristen.guerrero@cdph.ca.gov.

VIII. Attachments

- Attachment A: Career Ladder Education and Development Program Letter of Intent Template
- Attachment B: Career Ladder Education and Development Program: Project Overview Template

Attachment A
Career Ladder Education and Development Program: Letter of Intent

Place Template language on Jurisdiction Letterhead, determine need for paragraphs highlighted in red font and fill in as needed.

Date

To:
California Department of Public Health
Director's Office
Attention: Kristen Guerrero
MS 0500
P.O. Box 997377
Sacramento, CA 95899-7377

RE: APPLICATION FOR CAREER LADDER FUNDS

This letter serves as our formal request for funds to develop our public health workforce via the following projects, listed in priority order:

1.
2.
3.

These projects are further outlined in attached project overview including a description of each project, an itemized list of costs by year, the target audience and intended number of participants, as well as other required information.

Our Agency acknowledges that this is a competitive process and that our Agency may be awarded funds for all, some, or none of the proposed projects. Given this competitive process, Our Agency has prioritized the projects in the order listed above. Our Agency acknowledges the list of considerations that will be reviewed in making funding decisions and have done our best to include information to address these considerations as appropriate.

Please indicate if you are submitting letters of support if they have worked with employee organizations/union or other partners as part of this application process or you have other data that supports your choice of projects. Please indicate here if you are submitting other attachments. If no applicable information to provide, delete this paragraph.

Please indicate if you are applying on behalf of more than one jurisdiction or partnering with the state for any activity. In addition to this letter of intent, please have each jurisdiction involved submit a letter of support/collaboration in the project. Please also break out the number of participants to be served by jurisdiction for each project.

If awarded funding, our Agency certifies that we will provide required data and information including actual expenditures according to progress report dates as identified by CDPH. Our agency further certifies that the signatory of this letter is authorized to apply on behalf of the jurisdiction.

Sincerely,

First & Last Name
Title
Organization

Attachment B
Career Ladder Education and Development Program: Project Overview Template

LHJ must complete this 2-page template for each project. If easier text boxes may be deleted in the narrative portion of this template and LHJ can simply type below each header.

Add LHJ name here.

Project Title and (Priority Number)

Fill in title here (#1)

Description of Project

Add description of the project. *Note: if your program incorporates stipends, please answer the following question: If future budget allocations allow for greater flexibility in stipend duration, would your program design benefit from more than 12 weeks per year? Please respond Yes or No.*

Target Audience

Describe the target audience and overall number of participants anticipated

Why and how was this project prioritized?

Describe why you chose this project including how you included your workforce or data in the decision-making.

Intended Outcomes

How will this project help you to better prepare your workforce, retain them, and/or provide a career path for your existing staff?

Budget by Year

Year 1 Budget – FY 2022-23	Total Year 1
Line item #1 (w/ brief description)	*Cost Line Item #1*
Line item #2 (w/ brief description)	*Cost Line item #2*
Line item #3 (w/ brief description)	*Cost Line Item #3*
Line item #4 (w/ brief description)	*Cost Line Item #4*
Total number of participants Year 1	*Total # of Participants Year 1*
Year 2 Budget – FY 2023-24	**Total Year 2**
Line item #1 (w/ brief description)	*Cost Line Item #1*
Line item #2 (w/ brief description)	*Cost Line item #2*
Line item #3 (w/ brief description)	*Cost Line Item #3*
Line item #4 (w/ brief description)	*Cost Line Item #4*
Total number of participants Year 2	*Total # of Participants Year 2*
Year 3 Budget – FY 2024-25	**Total Year 3**
Line item #1 (w/ brief description)	*Cost Line Item #1*
Line item #2 (w/ brief description)	*Cost Line item #2*
Line item #3 (w/ brief description)	*Cost Line Item #3*
Line item #4 (w/ brief description)	*Cost Line Item #4*
Total number of participants Year 3	*Total # of Participants Year 3*
Year 4 Budget – FY 2025-26	**Total Year 4**
Line item #1 (w/ brief description)	*Cost Line Item #1*
Line item #2 (w/ brief description)	*Cost Line item #2*
Line item #3 (w/ brief description)	*Cost Line Item #3*
Line item #4 (w/ brief description)	*Cost Line Item #4*
Total number of participants Year 4	*Total # of Participants Year 4*
TOTAL BUDGET REQUEST	**Total for All 4 Years**

Exhibit E
Additional Provisions

1. Cancellation / Termination

A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.

B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.

C. The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:

1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.

2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.

3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.

D. Grant termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.

E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.

F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.

G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.

H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:

Exhibit E
Additional Provisions

1) Place no further order or subgrants for materials, services, or facilities.

2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.

3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.

4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.

I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

2. Avoidance of Conflicts of Interest by Grantee

A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.

B. Conflicts of interest include, but are not limited to:

1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.

2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

Exhibit E
Additional Provisions

C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

3. Dispute Resolution Process

A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.

1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.

2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.

B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

Exhibit E
Additional Provisions

C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.

D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.

E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

RES. NO. 23-457

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

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

Contractor/Bidder Firm Name (Printed)	Federal ID Number
County of Mariposa	94-6000880

By (Authorized Signature)

MS Menetrey

Printed Name and Title of Person Signing

Miles Menetrey, Chair-Board of Supervisors

Date Executed	Executed in the County of
Aug 17, 2023	Mariposa

APPROVED AS TO FORM:
Steven W. Dahlem
STEVEN W. DAHLEM
COUNTY COUNSEL

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

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

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

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

RES. NO. 23-452

California Public Health Workforce Career Ladder Education and Development Program

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter "Department"

TO

Mariposa County Health & Human Services Agency, hereinafter "Grantee"

Implementing the "California Public Health Workforce Career Ladder Education and Development Program," hereinafter "Project"

GRANT AGREEMENT NUMBER 22-11313

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

AUTHORITY: The Department has authority to grant funds for the Projects from 2022-2023 State Budget Act (AB 179, Chapter 249, Statutes of 2022).

PURPOSE: The Department shall award this Grant Agreement to and for the benefit of the Grantee; the purpose of the Grant is to provide support to public health staff in pursuit of professional certifications or re-certifications and other relevant public health or professional development courses/trainings by reimbursing fees or other costs to attend classes and exams, and/or provide stipends for staff to offset loss of compensation during the workweek for staff to attend courses/trainings and certification exams.

Grantee shall provide CDPH with an annual report of how Grant funds were ultimately spent. The report shall be due no later than 30 days after the end of each Calendar Year (December 31). CDPH reserves to right to postpone or withhold payment for each additional Grant year funding pending receipt and/or review of the annual report

GRANT AMOUNT: The maximum amount payable under this Grant Agreement shall not exceed the amount of $31,848.00 (Thirty-One Thousand Eight Hundred Forty-Eight Dollars)

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on July 1st, 2022 and terminates on June 30th, 2026]. No funds may be requested or invoiced for services performed or costs incurred after June 30th, 2026.

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

California Department of Public Health	**Grantee: Mariposa County Health & Human Services Agency**
Name:Kristen Guerrero	Name: Kristina Keheley, PhD
Address: 1615 Capitol Ave.	Address: 5362 Lemee Lane, PO Box 99
City, ZIP: Sacramento, CA	City, ZIP: Mariposa, CA 95338
Phone: 916-719-5784	Phone: 209-966-2000
E-mail: Kristen.guerrero@cdph.ca.gov	E-mail: kkeheley@mariposacounty.org

Direct all inquiries to the following representatives:

California Department of Public Health	**Grantee: Mariposa County Health & Human Services Agency**
Attention: Kristen Guerrero	Attention: Kristina Keheley, PhD
Address 1615 Capitol Ave.	Address: 5362 Lemee Lane, PO Box 99
City, Zip Sacramento, CA	City, Zip: Mariposa, CA 95338
Phone 916-719-5784	Phone: 209-966-2000
E-mail Kristen.guerrero@cdph.ca.gov	E-mail: kkeheley@mariposacounty.org

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

Remittance Address
Grantee: Mariposa County Health & Human Services Agency
Attention "Cashier":
Address: 5362 Lemee Lane, PO Box 99
City, Zip: Mariposa, CA 95338
Phone: 209-966-2000
E-mail: rridenhour@mariposacounty.org

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

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

Exhibit A GRANT APPLICATION

Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS

Exhibit C STANDARD GRANT CONDITIONS

Exhibit D REQUEST FOR APPLICATION (RFA)

Exhibit E ADDITIONAL PROVISIONS

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

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

Executed By:

Date: Aug 17, 2023

Miles Menetrey, Board of Supervisors Chair
5362 Lemee Lane, PO Box 99
Mariposa, CA 95338

Date: _____

Tim Bow, Procurement Officer
California Department of Public Health
1615 Capitol Avenue,
Sacramento, CA 95899-7377

APPROVED AS TO FORM:
STEVEN W. DAHLEM
COUNTY COUNSEL

California Department of Public Health

MEMORANDUM

DATE: May 1, 2023

TO: Mariposa County Health & Human Services Agency

FROM: California Department of Public Health

SUBJECT: Notice of Award California Public Health Workforce Career Ladder and Education (PH-Career Ladder) Program

In December 2022, the California Department of Public Health (CDPH) released the Career Ladder Funding Application in accordance with funding appropriated in the 2022 State Budget Act (AB 179, Chapter 249, Statutes of 2022) to create the California Public Health Workforce Career Ladder Education and Development Program (PH-Career Ladder).

The purpose of this memo serves as a notice of award granted to Mariposa County Health & Human Services Agency, for the applicant's PH-Career Ladder Program Projects #1 and #3, for the total amount of $31,848.

Summary of Awarded Project(s):

Project #1
LVN to RN Pathway Program, Priority #1.

Scope of Work:
This program is a series of lectures and discussions that provides the concepts and principles necessary to facilitate the transition of the LVN to the changing role of the RN. Incorporates best practices, professional standards, and legal and ethical responsibilities of the professional nurse as applied in various healthcare settings. Emphasis will be placed upon the RN as a decision-making member of the healthcare team and the responsible to be assumed by such a practitioner.

Awarded Funds:
FY 22/23: $1,352
FY 23/24: $0

Project #3
Public Health Bachelors Program, Priority #3.

Scope of Work:
One current staff analyst will earn a bachelors in Public Health through online courses.

Awarded Funds:
FY 22/23: $16,178

FY 23/24: $14,318

Funding Schedule:
Funding can be requested via invoice to CDPH's Project Representative at the beginning of each Fiscal Year (FY), according to the payment schedule below:

FY 22/23	$17,530
FY 23/24	$14,318
FY 24/25	$0
FY 25/26	$0
TOTAL	$31,848

Funding Terms
The grant's funding period will be July 1, 2022 through June, 30, 2026. The first year of funding is available for encumbrance or expenditure until June 30, 2024, to provide time to ramp up the program. Subsequent annual allocations must be expended within their respective fiscal year.

Reporting and Evaluation Requirements
CDPH will assess awarded LHJs' expenditure progress in December 2024, at which point CDPH will determine whether unused funds will need to be redirected to other LHJs or regional or collaborative workforce development efforts. CDPH will engage CHEAC, CCLHO/HOAC, and SEIU California during this assessment process, seeking to maximize awarded funds to LHJs.

CDPH requires awarded LHJs to report annually on the use of the funds and activities conducted. At a minimum, LHJs will be required to report:

- The number of individuals participating in eligible educational pursuits.
- Summary of types of credentials and skills attained through the program.
- Number of employees hired to provide coverage for employees attaining educational opportunities.

Local Health Jurisdiction's Project Representative:

Grantee: Mariposa County Health & Human Services Agency
Name: Kristina Keheley, PhD
Address: 5362 Lemee Lane, PO Box 99
City, ZIP: Mariposa, CA 95338
Phone: 209-966-2000
E-mail: kkeheley@mariposacounty.org

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

A. Upon execution of the Grant and at the beginning of each State Fiscal Year (FY) (July 1), Grantee may submit a single invoice for each FY consistent with the table below for a total amount not to exceed the total amount specified on the CDPH 1229 Grant Agreement.

Grant Fiscal Year	Amount
2022/2023*	$17,530.00
2023/2024	$14,318.00
2024/2025	
2025/2026	
Total	$31,848.00

*The first year of funding is available for encumbrance or expenditure until June 30, 2024, to provide time to ramp up the program.

B. Invoices shall include the Grant Number and shall be submitted electronically or in triplicate not more frequently than monthly in arrears to:

Kristen Guerrero
California Department of Public Health
Directors Office
1615 Capitol Ave.
Sacramento, CA 95814
Kristen.guerrero@cdph.ca.gov

C. Invoices shall:

1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
2) Bear the Grantee's name as shown on the Grant.
3) Identify the billing and/or performance period covered by the invoice.
4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

D. Amount awarded under this Grant is identified in the CDPH 1229 Grant Agreement.

2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the

program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Grantee to reflect the reduced amount.

3. Prompt Payment Clause

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

4. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.

B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

5. Travel and Per Diem Reimbursement

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

EXHIBIT C

STANDARD GRANT CONDITIONS

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained

2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.

3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.

4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.

5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.

6. **INDEMNIFICATION**: Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.

7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.

8. **GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

9. **INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.

10. **INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.

11. **MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.

12. **NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.

13. **NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.

14. **PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.

15. **RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).

    A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
    B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
    C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
    D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
    E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.

16. **RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

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

18. **VENUE: (This provision does not apply to Local Governmental Entities)**

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

19. **STATE-FUNDED RESEARCH GRANTS:**

A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).

B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):

1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.

2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.

3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b)

of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

4) For publications other than those described inparagraph B.3 above,, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

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

TOMÁS J. ARAGÓN, MD, DrPH
Director and State Public Health Officer

GAVIN NEWSOM
Governor

LHJ-L 22-01

Date: December 1, 2022

To: California Local Health Jurisdictions (LHJs)

From: California Department of Public Health

Re: California Public Health Workforce Career Ladder Education and Development Program Application Guidance and Templates

I. Overview

This Local Health Jurisdiction Letter (LHJ-L) provides Local Health Jurisdictions (LHJs) with an overview of funding appropriated in the 2022-2023 State Budget Act (AB 179, Chapter 249, Statutes of 2022) to create the California Public Health Workforce Career Ladder Education and Development Program (PH-Career Ladder) and the process for applying for these funds.

Career Ladder Education and Development Program applications must be submitted to CDPH Director's Office (DO) by **January 31, 2023** via email to Susan.Fanelli@cdph.ca.gov with a cc to Kristen.Guerrero@cdph.ca.gov.

The Director's Office, in collaboration with the County Health Executives Association of California (CHEAC), California Conference of Local Health Officers/Health Officers Association of California (CCLHO/HOAC) and Service Employees International Union California (SEIU), will review all applications submitted by LHJs and determine funding awardees and amounts.

Of the $75.6 million Public Health Equity and Readiness Opportunity (HERO) Initiative investments, $12.8 million ($3.2 million per year, over four years) has been allocated for California Public Health Workforce Career Ladder Education Development Program to support state and local workforce retention.

This application opportunity will cover the entire four years of the PH-Career Ladder Program, covering fiscal years 2022-23 to 2025-26. The first year of funding is available for encumbrance or expenditure until June 30, 2024, to provide time to ramp up the program. Subsequent annual allocations must be expended within their respective fiscal year.

CDPH intends to provide 70 percent – $8.9m ($2.24 million per year) – to LHJs. CDPH will use the remaining 30 percent – $3.9m ($1.3 million per year) to support the CDPH workforce. Local Health Jurisdictions may apply to CDPH for grants to support education and training opportunities for incumbent employees within the governmental public health workforce. The purpose of these funds is to support worker upskilling to improve retention of the public health workforce and help incumbent workers develop their skills to meet future public health demands.

II. Eligible uses of funding

Eligible uses of funding shall include any of the following so long as it supports the public health workforce in a local health department:

- Providing stipends to eligible employees to offset the loss of compensation for up to 12 hours per work week for eligible educational pursuits. Stipends shall be up to $600 per week per eligible employee for up to 12 weeks per year. An individual can receive stipend payments each year of the program, for a total of 48 weeks. As such, funding in Year 1 will be limited to the included stipend amount and timeline.

- Hiring additional employees to support the goals of the program, such as covering employees while they participate in eligible educational pursuits.

- Reimbursing eligible employees for educational costs such as tuition, registration fees, or other related educational expenses when participating in eligible educational pursuits.
    - Allowable costs include but are not limited to continuing education for nurses and other disciplines, payment of licensure costs, examination fees, educational programs including certification and degree programs in public health, environmental health, or related fields such as social services or behavioral health, and wellness and trauma informed training.
    - Note: Loan repayments **are not** an eligible use of this funding.

Definitions

"Eligible employee" means a full or part-time employee within a local health department or the State Department of Public Health who has been employed by that entity for a minimum of one year. Staff hired during the first year of the PH-Career Ladder program (FY 2022-23) may be eligible to participate in subsequent years of the program.

"Eligible educational pursuits" includes any of the following:

(A) Educational programs at regionally accredited institutions in the public health field, such as nursing, microbiology, public health, public administration, epidemiology, lab science, and community health;

(B) Industry-recognized training programs related to the public health field;

(C) Continuing education units required to maintain an individual's license or certification; or

(D) Earn and learn programs, as defined in subdivision (q) of Section 14005 of the Unemployment Insurance Code, in the public health field. Eligible educational pursuits can be completed in person, online, or through hybrid training opportunities.

III. Local Health Jurisdiction Application Process

LHJs should provide a letter of interest to CDPH that will serve as the application, indicating how the jurisdiction will use the funds consistent with the purposes outlined above and a budget for the full 4-year term of funds (broken out by year). LHJs should follow the sample Letter of Intent (Attachment A). In addition, for each proposed project the LHJ must complete the Project Template (Attachment B).

LHJs may apply individually, as a region, or as a multi-LHJ applicant. LHJs choosing to apply as a regional or multi-LHJ applicant may also apply separately as long as there is no overlap in proposed activities. LHJs are also strongly encouraged to partner with respective labor organizations to promote the best use of these funds in supporting your workforce. CDPH cannot provide direct reimbursement to individuals employed by LHJs.

Submissions must include the following:

- Number of employees that will be served each year (this may include multi-year educational pursuits for an employee or different employees served in each year of the program).
- The proposed use of the funds, including itemized costs for each activity.
- The total amount requested.
- The total number of staff that will be included in each proposed activity.
- Description of how the various funding considerations listed below will be addressed by your planned activities.

Funding awards will be determined by CDPH in collaboration with CHEAC, CCLHO/HOAC, and SEIU California. When applying, LHJs should include a list of activities in priority order.

IV. Funding considerations will include:

- Diversity in geography and size of LHJ(s) applying, and proposed activities
- Total cost of each activity over 4-year timeframe
- Number of employees proposed to be served under each activity – cohorts vs. individual support
- Workforce gaps identified and how the activities will reduce the gaps (e.g., provide a copy of a needs assessment or other evidence of the workforce gaps that exist in the LHJ)

- Individual cost of each employee served
- Type of training/activity for upskilling employees and whether the LHJ has used an education/institutional partner for the training/activity (preference for public higher education entities and/or labor-management training entities that have experience training public sector employees)
- Timeline for use of the proposed funds
- How the activity builds on other federal, state, or local funding streams dedicated to workforce development
- Health Equity – how the proposed activity fosters diversity, equity, and inclusion in workforce development
- Opportunities for partnership between LHJs and the State (e.g., please contact Kristen Guerrero if you have an idea for partnering with the state)
- Jurisdictions with high vacancy rates and how upskilling addresses current and/or projected vacancies, and LHJ ability to learn and scale

LHJs are encouraged to limit administrative costs and if possible leverage other funding sources for both administrative costs and for items such as training platforms/software. Including these administrative and equipment costs in the proposed budget will drive up the cost per employee served and may make applications less competitive. The goal is to support development of as many staff as possible.

While individual award amounts are not yet determined, CDPH estimates that awards could range between $50,000 and $500,000 over the 4-year period, depending on the number of applications received. Other important information:

- There is no minimum award amount that may be requested.
- No LHJ will receive more than 30% of the total available funds.
- Funds will be disbursed to awarded LHJs on an annual basis at the beginning of each fiscal year.

V. Timeline

CDPH anticipates utilizing the following timeline for this program:

- October 2022: Information Released to LHJs
- November 7, 2022: LHJ Informational Webinar
- November 30, 2022: CDPH to Distribute Application Materials
- January 31, 2023: LHJ Applications Due to CDPH
- February – March 2023: Funding Awards Announced
- December 2024: CDPH Expenditure Assessment (see below)

VI. Reporting & Evaluation

CDPH will assess awarded LHJs' expenditure progress in December 2024, at which point CDPH will determine whether unused funds will need to be redirected to other LHJs or regional or collaborative workforce development efforts. CDPH will engage CHEAC, CCLHO/HOAC, and SEIU California during this assessment process, seeking to maximize awarded funds to LHJs.

CDPH will also require awarded LHJs to report annually on the use of the funds and activities conducted. At a minimum, LHDs will be required to report:

- The number of individuals participating in eligible educational pursuits
- Summary of types of credentials and skills attained through the program
- Number of employees hired to provide coverage for employees attaining educational opportunities

VII. Questions

Questions can be directed to Kristen Guerrero at Kristen.guerrero@cdph.ca.gov.

VIII. Attachments

- Attachment A: Career Ladder Education and Development Program Letter of Intent Template
- Attachment B: Career Ladder Education and Development Program: Project Overview Template

Attachment A
Career Ladder Education and Development Program: Letter of Intent

Place Template language on Jurisdiction Letterhead, determine need for paragraphs highlighted in red font and fill in as needed.

Date

To:
California Department of Public Health
Director's Office
Attention: Kristen Guerrero
MS 0500
P.O. Box 997377
Sacramento, CA 95899-7377

RE: APPLICATION FOR CAREER LADDER FUNDS

This letter serves as our formal request for funds to develop our public health workforce via the following projects, listed in priority order:

1.
2.
3.

These projects are further outlined in attached project overview including a description of each project, an itemized list of costs by year, the target audience and intended number of participants, as well as other required information.

Our Agency acknowledges that this is a competitive process and that our Agency may be awarded funds for all, some, or none of the proposed projects. Given this competitive process, Our Agency has prioritized the projects in the order listed above. Our Agency acknowledges the list of considerations that will be reviewed in making funding decisions and have done our best to include information to address these considerations as appropriate.

Please indicate if you are submitting letters of support if they have worked with employee organizations/union or other partners as part of this application process or you have other data that supports your choice of projects. Please indicate here if you are submitting other attachments. If no applicable information to provide, delete this paragraph.

Please indicate if you are applying on behalf of more than one jurisdiction or partnering with the state for any activity. In addition to this letter of intent, please have each jurisdiction involved submit a letter of support/collaboration in the project. Please also break out the number of participants to be served by jurisdiction for each project.

If awarded funding, our Agency certifies that we will provide required data and information including actual expenditures according to progress report dates as identified by CDPH. Our agency further certifies that the signatory of this letter is authorized to apply on behalf of the jurisdiction.

Sincerely,

First & Last Name
Title
Organization

Attachment B
Career Ladder Education and Development Program: Project Overview Template

LHJ must complete this 2-page template for each project. If easier text boxes may be deleted in the narrative portion of this template and LHJ can simply type below each header.

Add LHJ name here.

Project Title and (Priority Number)

Fill in title here (#1)

Description of Project

Add description of the project. *Note: if your program incorporates stipends, please answer the following question: If future budget allocations allow for greater flexibility in stipend duration, would your program design benefit from more than 12 weeks per year? Please respond Yes or No.*

Target Audience

Describe the target audience and overall number of participants anticipated

Why and how was this project prioritized?

Describe why you chose this project including how you included your workforce or data in the decision-making.

Intended Outcomes

How will this project help you to better prepare your workforce, retain them, and/or provide a career path for your existing staff?

Budget by Year

Year 1 Budget – FY 2022-23	**Total Year 1**
Line item #1 (w/ brief description)	*Cost Line Item #1*
Line item #2 (w/ brief description)	*Cost Line item #2*
Line item #3 (w/ brief description)	*Cost Line Item #3*
Line item #4 (w/ brief description)	*Cost Line Item #4*
Total number of participants Year 1	*Total # of Participants Year 1*
Year 2 Budget – FY 2023-24	**Total Year 2**
Line item #1 (w/ brief description)	*Cost Line Item #1*
Line item #2 (w/ brief description)	*Cost Line item #2*
Line item #3 (w/ brief description)	*Cost Line Item #3*
Line item #4 (w/ brief description)	*Cost Line Item #4*
Total number of participants Year 2	*Total # of Participants Year 2*
Year 3 Budget – FY 2024-25	**Total Year 3**
Line item #1 (w/ brief description)	*Cost Line Item #1*
Line item #2 (w/ brief description)	*Cost Line item #2*
Line item #3 (w/ brief description)	*Cost Line Item #3*
Line item #4 (w/ brief description)	*Cost Line Item #4*
Total number of participants Year 3	*Total # of Participants Year 3*
Year 4 Budget – FY 2025-26	**Total Year 4**
Line item #1 (w/ brief description)	*Cost Line Item #1*
Line item #2 (w/ brief description)	*Cost Line item #2*
Line item #3 (w/ brief description)	*Cost Line Item #3*
Line item #4 (w/ brief description)	*Cost Line Item #4*
Total number of participants Year 4	*Total # of Participants Year 4*
TOTAL BUDGET REQUEST	**Total for All 4 Years**

Exhibit E
Additional Provisions

1. Cancellation / Termination

A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.

B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.

C. The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:

1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.

2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.

3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.

D. Grant termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.

E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.

F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.

G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.

H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:

Exhibit E
Additional Provisions

1) Place no further order or subgrants for materials, services, or facilities.

2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.

3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.

4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.

I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

2. Avoidance of Conflicts of Interest by Grantee

A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.

B. Conflicts of interest include, but are not limited to:

1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.

2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

Exhibit E
Additional Provisions

C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

3. Dispute Resolution Process

A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.

1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.

2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.

B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

Exhibit E
Additional Provisions

C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.

D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.

E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

RES. NO. 13-457

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

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

Contractor/Bidder Firm Name (Printed)	Federal ID Number
County of Mariposa	94-6000880

By (Authorized Signature)

MS Menetrey

Printed Name and Title of Person Signing

Miles Menetrey, Chair-Board of Supervisors

Date Executed	Executed in the County of
Aug 17, 2023	Mariposa

APPROVED AS TO FORM:
Steven W. Dahlem
STEVEN W. DAHLEM
COUNTY COUNSEL

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

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

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

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-54

MEETING:	February 11, 2025
TO:	The Board of Supervisors
FROM:	Chris Bernard, Interim Division Chief, Chris Trindade, Interim Unit Chief
RE:	Approve Recommended Funding Proposals from the Secure Rural Schools (SRS) and Community Self-Determination Act of 2000

RECOMMENDATION AND JUSTIFICATION

Approve Recommended Funding Proposals from the Secure Rural Schools and Community Self-Determination Act of 2000.

The close of the required 45-day public comment period ended January 24, 2025, with no known comments from the public.

The project proposed for funding is to purchase tablets for County Fire. The tablets will move Mariposa County Fire into a modern version of receiving dispatches for emergency calls. The tablets will utilize AVL (Automatic Vehicle Locator) and tracking systems that integrate into our CAD (Computer Aided Dispatch) system. The software program is called Tablet Command and offers real-time locating during incidents, the closest resource tracking automatically through CAD, information sharing regarding mapping, structural hazards, incident location and routing, and other such safety information. This program ties into the state CAD system that Madera and Merced Counties are also utilizing and allows for resources, as well as all state and other local unit government resources, to be seen and located live. Tablets will be purchased from the Title II Funding but the Tablet Command software and annual maintenance costs will be paid from our current LG1 (Local Government 1) agreement with CAL FIRE. These funds will be specifically for the Tablets through our County IT.

Currently, Mariposa County has around $80,234 to be allocated in the next cycle of projects.

SRS Title III is federal funding available for the following uses:
1. to carry out activities under the Firewise Communities program;
2. to reimburse the participating county for search and rescue and other emergency services, including firefighting and law enforcement patrols;
3. to cover training costs and equipment purchases directly related to the emergency service; and
4. to develop and carry out community wildfire protection plans.

This project is consistent with our community wildfire protection plan and Title III criteria listed above and is recommended for approval. More information about the requirements for SRS Title III can be found at https://www.fs.usda.gov/working-with-us/states/secure-rural-schools/title-3.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Title III funding allocations have been approved by the Board since the late 1990s.

In Mariposa County, Title III funds have been used to implement wildfire protection plans, including support for the Mariposa County Fire Safe Council, Mariposa County Resource Conservation District, and the Southwest Interface Team (SWIFT) project. However, other intended uses could also be for specific emergency services equipment training for firefighting, law enforcement, and search and rescue.

The 45- Comment period for this project was started by the Board on December 10th, 2024.

The past project approvals in 2024 were approved on July 2nd, 2024, with Resolution 2024-277.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the allocation of Title III funds towards this proposed project. Staff will not fund the proposal. Other proposals that meet the funding criteria will need to be solicited, or the funding will be returned to the United States Treasury.

Do not approve, and County Fire will be left without critical technology to assist with emergency call-outs.

FINANCIAL IMPACT

SRS Title III funds are recognized as annual allocated federal revenue to be distributed per criteria. FY24_25 budget recognized these anticipated revenues with current available for allocation as recommende above.

ATTACHMENTS

1. 2024 Title III proposals

VOTE RESULT

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

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MB

Melinda Barrett <barrett.melinda1@gmail.com>

Reply | Reply all | Forward

To: Ward, Steven@CALFIRE

Mon 3/25/2024

Cc: trumfelt@mariposacounty.org; Leigh Westerlund <lwesterlund@mariposacounty.org>; Worthington, Lisa A@DOT; **+40 others**

Title III 2023 Contract-RCD.d...
32 KB

Warning: this message is from an external user and should be treated with caution.

Mariposa RCD would like to request the same amount of funding we've received in the past to continue our Home Hardening program - $20,000.

I'm attaching the previous contract for reference.

Thank you. We appreciate it!!

Melinda

...

Exhibit A
SCOPE OF WORK

This Agreement is supported by Federal Secure Rural Schools – Title III funds and is the result of a noticing process consistent with that program. Accordingly, District acknowledges an understanding of that program and that no actions will be taken which are inconsistent with the guidelines of the program or the public notice that has been given.

1) District will continue to refine and modify a comprehensive Countywide program for hardening homes against wildfire based on participant levels and feedback.

2) District will continue to implement a comprehensive Countywide program for hardening homes against wildfire

District will provide a report on its activities and an accounting of how funds were utilized. District understands that SRS-Title III funds are subject to local and/or federal audit, and will cooperate with any such inquiry. The scope of any audit will be limited specifically to the use of the SRS-Title III funds in relation to the performance of this agreement.

PO BOX 1182 | Mariposa California 95338 | 209-966-7700 | www.mariposafiresafecouncil.org

April 19, 2024

Steve Ward, Fire Chief
Mariposa County Fire Department
4802 CA-140
Mariposa CA 95338

Re: Title III Secure Rural School Funding

Dear Chief Ward,

The Mariposa Fire Safe Council would like to request support from the Title III Secure Rural Schools fund. We would like to specifically use the funds for expenses related to grant writing to implement the goals of the CWPP. To that effect, we would like to request $35,000.

The funds will be spent in three categories: 1. Wages associated with grant research, planning, writing, and submitting. 2. Mileage for travel associated with grant planning, outreach, and meetings related to the process of developing project ideas. 3. Repair and maintenance of dedicated chipper for defensible space projects.

The Mariposa Fire Safe Council works with County Fire, Cal Fire, the USFS, BLM, and other critical fire partners to identify the most crucial projects that need to be implemented in Mariposa County. All project ideas are brought to the Mariposa County Fire Advisory Committee and SWIFT collaborative to assure that the concepts are considered a priority by all stakeholder agencies. All project proposals are checked against the goals set forth in the 2019 Mariposa Community Wildfire Protection Plan.

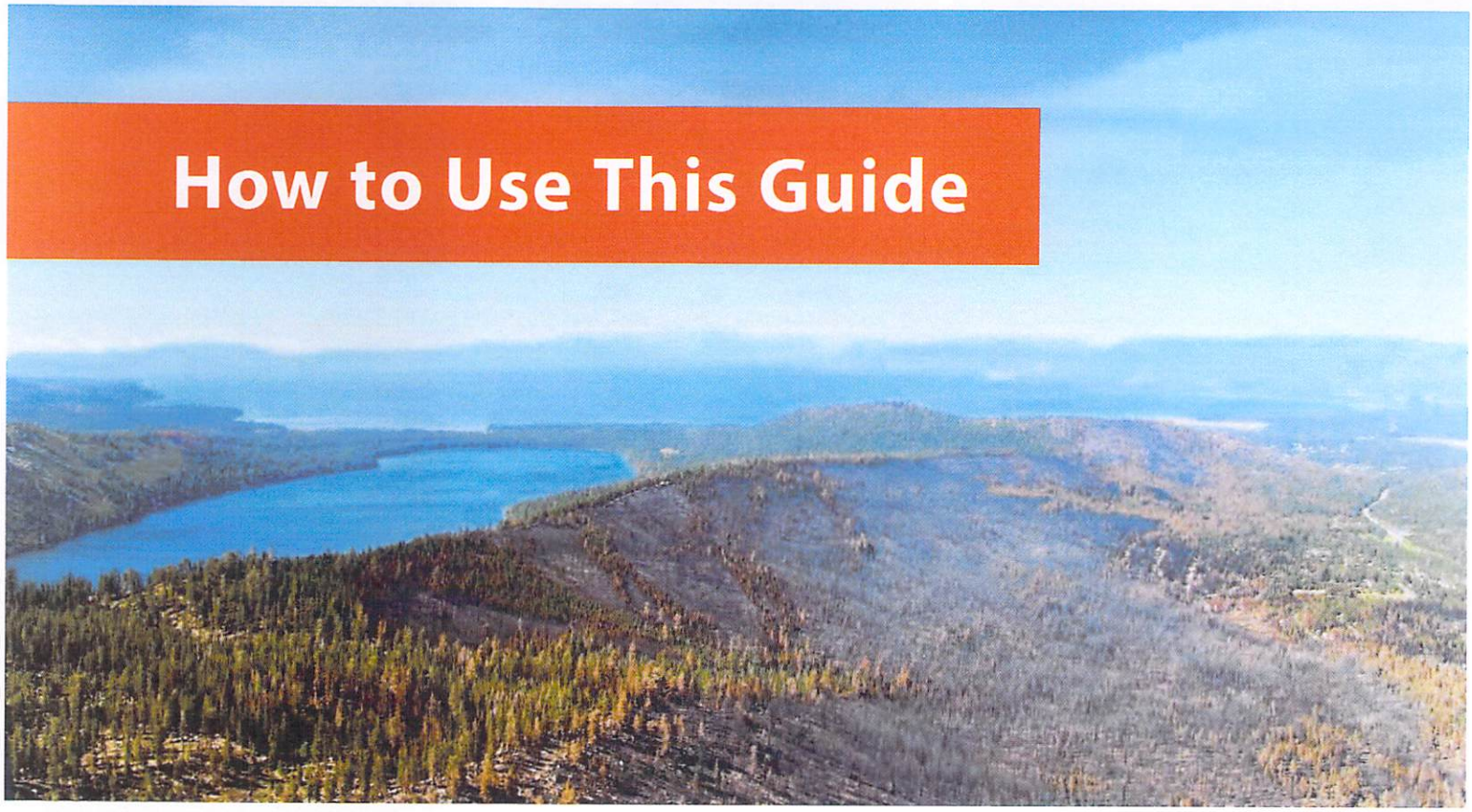
Thank you for this opportunity to support the goals of fire prevention, preparation, and education defined in the Community Wildfire Protection Plan.

Sincerely,

Barbara Cone

Executive Director
Mariposa Fire Safe Council

How to Use This Guide

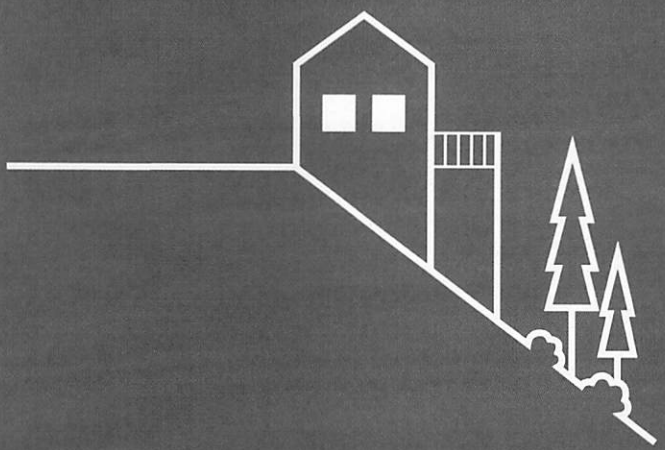


This Guide includes specific recommendations for how to retrofit existing components of a home to withstand wildfire. Each section contains an explanation of how the component is vulnerable to wildfire and what can be done to improve that component. The illustrations throughout the Guide are intended to show best practices for reducing the vulnerability of a home to wildfire.

Inside This Guide

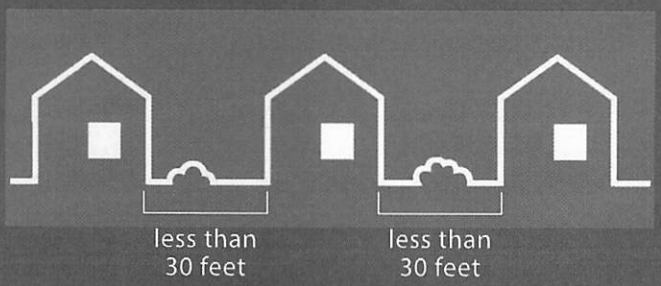
Defensible Space	p. **5**	Siding	p. **10**	Chimneys	p. **15**
Roofs	p. **6**	Skylights	p. **11**	Fences	p. **16**
Roof Edges	p. **7**	Windows	p. **12**	Glossary	p. **17**
Rain Gutters	p. **8**	Decks	p. **13**	Online Resources	p. **18**
Vents	p. **9**	Garages	p. **14**		

When using this Guide, think about the location and context of the home and how that influences vulnerability to wildfire:



Steep Slopes

When homes are located on steep slopes, decks commonly overhang the slope below, and this downslope area is often heavily vegetated. Prioritize defensible space actions so that flames from burning vegetation cannot reach the underside of the deck and ignite, with subsequent ignition of the home.



Dense Neighborhoods

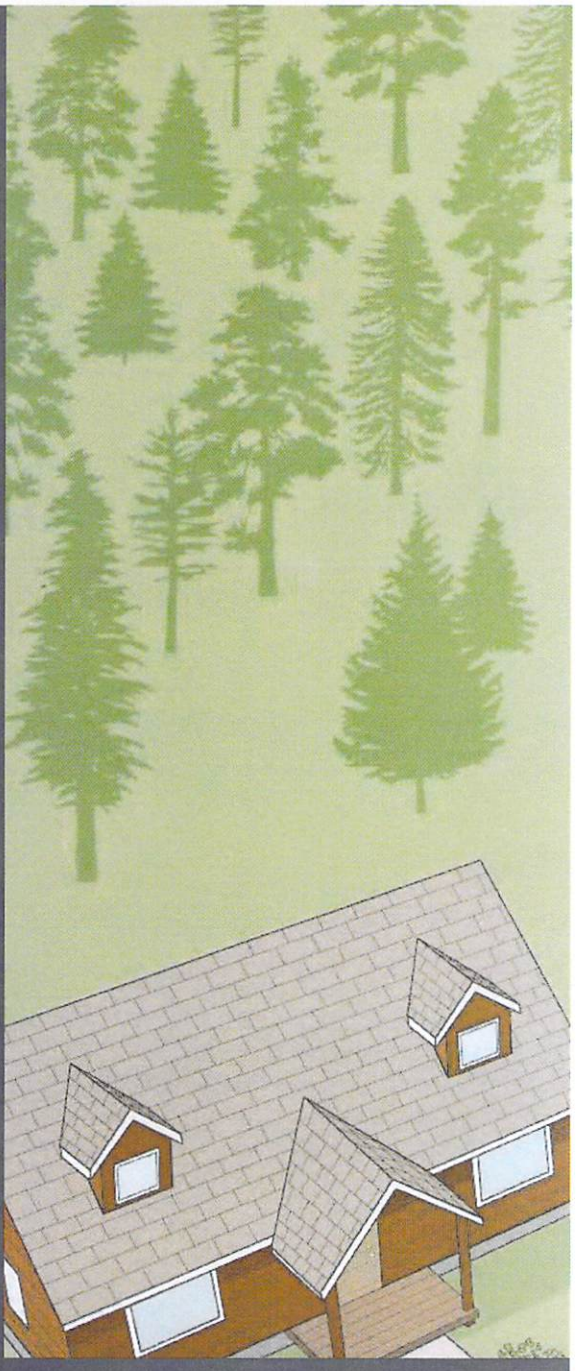
Dense neighborhoods with homes close together have an increased risk of building to building ignition because of the radiated heat and potential flames that are generated if a neighbor's home burns. Prioritize actions to reduce the possibility of homes igniting each other. Intensify defensible space by thinning trees and shrubs between homes. Engage in neighborhood conversations to encourage all neighbors to take actions to reduce their own vulnerability to wildfire.

Large-Parcel Lots

When homes are on large parcel lots and neighboring homes are far apart, vegetation and other combustible materials on the property (e.g., wood pile, tool shed) can be a large factor in home ignition. Prioritize creating and maintaining defensible space, including the near-home noncombustible zone, and home-hardening techniques to reduce vulnerability from embers.

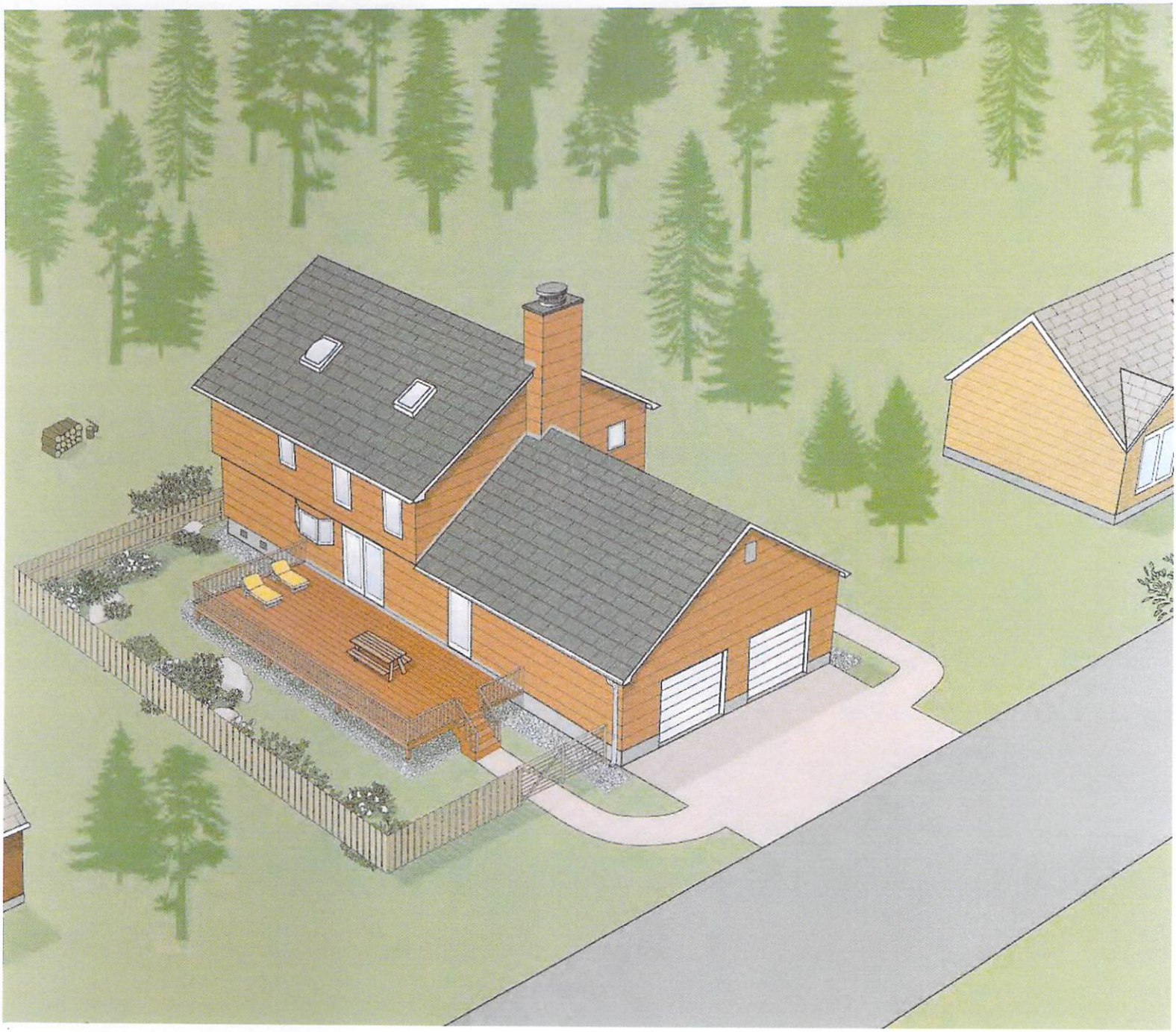
Living within the natural environment brings both serenity and responsibility.

Communities located in wildfire-prone areas need to take extra measures to live safely. There are many ways to prepare communities and properties for wildfire, including creating and maintaining adequate defensible space and hardening homes through altering or replacing the construction components. This guide will help residents and building professionals better understand how to prepare homes and communities for wildfire.



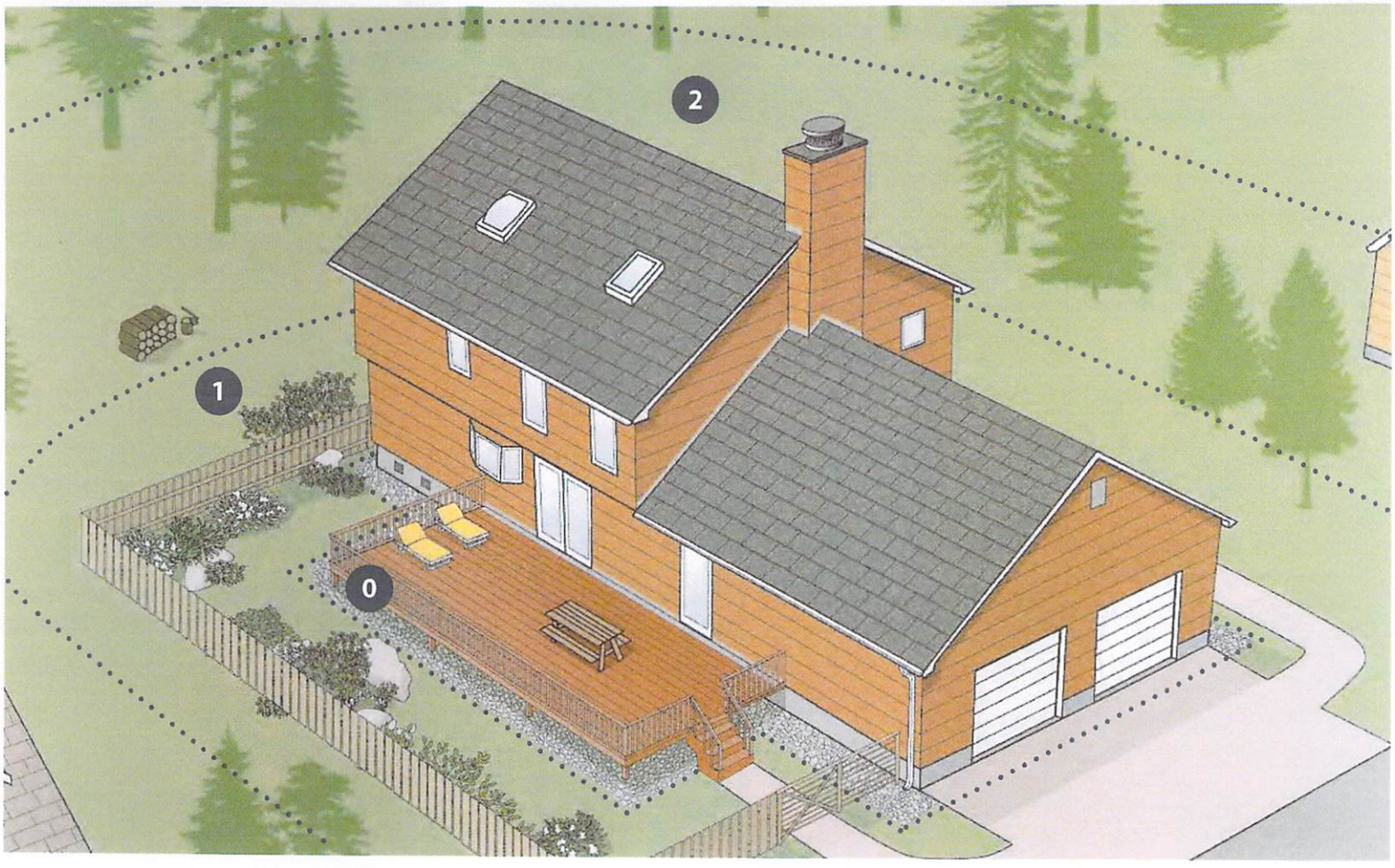
DURING A WILDFIRE, homes can be threatened by **1)** wind-blown embers, **2)** radiant heat, and **3)** direct flame contact.

In wildfire events, 60-90% of home loss is due to embers. Embers can originate from an approaching wildfire or small parts of nearby burning vegetation and construc tion materials (e.g., a home, storage shed, wood pile). Embers are important because of what they can do directly (e.g., ignite materials in an attic after entering through a vent) and what they can do



indirectly (e.g., ignite a wood pile or storage shed located close to the home, resulting in radiant heat or direct flame contact to the side of the home). Reducing the vulnerability of homes to ember ignition will increase the chance of homes and neighborhoods surviving a wildfire.

The most effective way for homes to withstand wildfire is a "coupled approach" that considers the exterior construction materials and how they are put together, as well as the surrounding vegetation and other near-home combustible materials. Selection, location and maintenance of vegetation and other combustible materials on a property can reduce the chance of a wildfire burning the home. This Guide provides information and recommendations for retrofitting an existing or newly constructed home with wildfire in mind.



Protecting a home from wildfire requires continual defensible space actions in three zones around the property.

Defensible Space

0 **THE EMBER-RESISTANT ZONE (Zone 0) | 0–5 feet:** The zone within 5 feet of your home has many different names (e.g., the noncombustible zone, the immediate zone, the zero zone), but the objective is generally the same—to reduce the vulnerability of the home to embers by creating a zone of ember-resistant materials around the home. Gravel, a concrete or brick walkway, or another hardscape feature is commonly used to construct this zone. This ember-resistant zone should include the area under and around any attached deck. Be sure to keep this zone clean of any woodpiles, wood mulch, or flammable vegetation.

1 **THE LEAN, CLEAN AND GREEN ZONE (Zone 1) | 5–30 feet:** The objective of this zone is to reduce the risk of fire spreading from surrounding vegetation to the home. Lean indicates that there is only a small amount of vegetation, if any, present. Vegetation should be grouped in discontinuous islands. Clean indicates that vegetative debris and dead materials are routinely removed. Green indicates that vegetation within this zone is kept green and well irrigated (if appropriate) during the fire season.

Contact local Extension offices for more information about defensible space recommendations specific to different regions.

2 **THE REDUCED FUEL ZONE (Zone 2) | 30–100 feet:** The objective of this zone is to reduce fire spread and restrict fire movement into the crowns of trees or shrubs. Remove dead plant material, lower tree branches and other ladder fuels (e.g., shrubs, lower branches, smaller trees). Locate outbuildings (e.g., for storage) at least 30 feet away from the home and create an ember-resistant zone around all outbuildings and propane tanks.

Roofs

Making a roof "fire-safe" is a big step in reducing the vulnerability of the home to wildfire. There are three fire ratings for roof coverings: Class A, Class B and Class C, with Class A providing the greatest fire protection. The roof rating designation provides information for the roof covering material and does not include where the roof meets other materials at the edge of the roof. A non-fire-retardant treated wood shake or shingle roof covering is unrated and is not desirable—these roof types have less than a Class C rating.

HOW TO REDUCE THE VULNERABILITY OF ROOFS

- Replace a wood shake or shingle roof with a Class A roof.
- Remove accumulated vegetative debris from the roof.
- If there is a space between the roofing materials and roof deck, make sure that the openings between the covering and the roof deck are blocked. Repair areas as needed.
- If the roof consists of Class B or C roofing materials, determine if the underlayment in the assembly provides Class A protection as indicated in manufacturer installation instructions. When viewed from the edge of the roof, these materials would either look like gypsum wallboard or overlapping 4-foot wide sections of an asphalt composition roof covering. Maintain the roof covering and replace with a Class A product when needed.

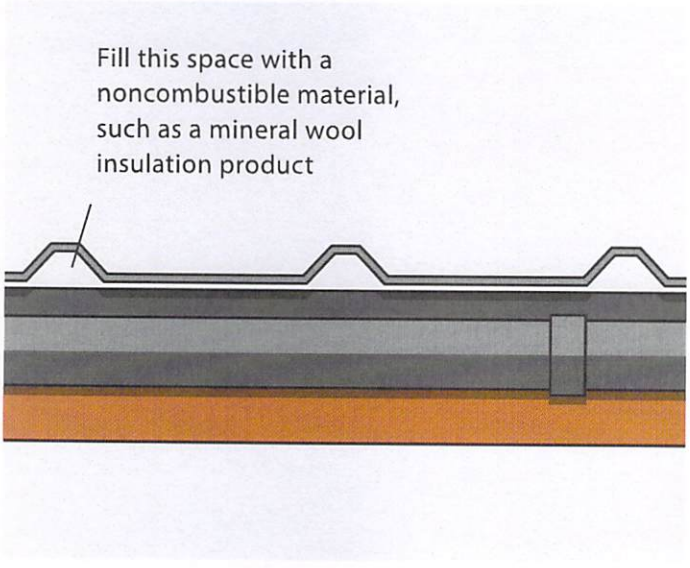
A CLASS A ROOFING materials include asphalt fiberglass composition shingles, clay and cementitious tiles (both flat and barrel shaped), and some metal roofing materials.

B CLASS B ROOFING materials are most commonly exterior-rated, pressure-impregnated fire-retardant treated shake or shingle covering (not allowed for use in many jurisdictions).

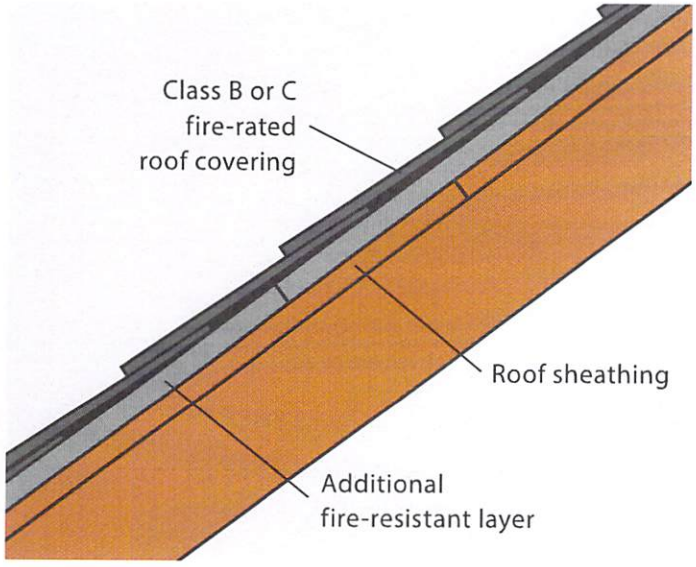
C CLASS C ROOFING materials include recycled plastic, rubber and aluminum.

Class B and Class C roofing materials can have a Class A "by assembly" rating. In these cases, additional materials that enhance the fire resistance of the roof assembly (i.e., the roofing material plus other materials included in the roof assembly) must be installed. In these cases, be sure to follow the manufacturer's instructions.

METAL ROOF



CLASS A "BY ASSEMBLY" FIRE-RATED ROOF COVERING

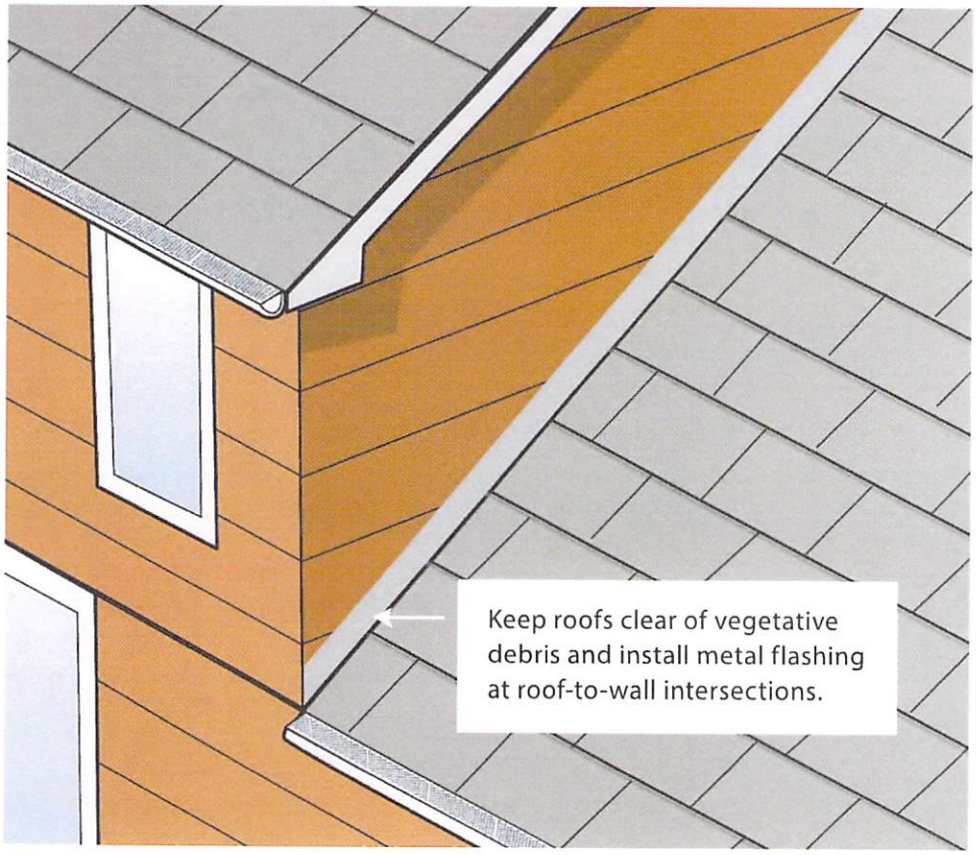


Roof Edges

There can be several areas where the roof meets another material, such as at a roof-to-wall intersection in a split-level home or a dormer on a roof. These intersections are vulnerable areas because wind-blown embers will gather at the same locations where vegetative debris has accumulated, igniting the debris. Building materials usually change at edge-of-roof locations. The adjacent materials should provide comparable protection to the roofing material.

HOW TO REDUCE THE VULNERABILITY OF ROOF EDGES

- Remove accumulated vegetative debris from roofs on a regular basis.
- Replace the combustible siding in roof-to-wall locations with a noncombustible option. Replacement of siding only in these locations will be less expensive than replacing all the home's siding. It may be possible to find a noncombustible siding pattern that is similar to the existing siding pattern.
- At a roof-to-siding location, use of metal flashing that extends up the siding at least 6-inches could also reduce the vulnerability of a combustible siding material. Install flashing so that water cannot get between flashing and siding.

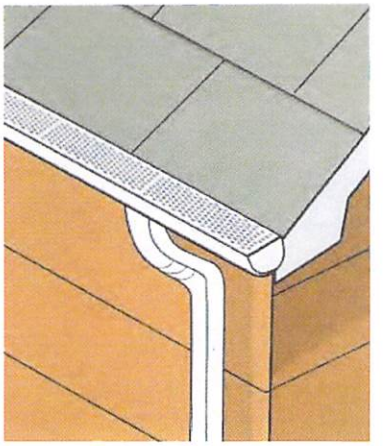


Rain Gutters

Roofs can be vulnerable at the roof edge where a gutter is attached. Debris in the gutter can ignite from embers, and flames can ignite other components at the roof edge (e.g., wood-based sheathing and fascia board).

HOW TO REDUCE THE VULNERABILITY OF RAIN GUTTERS

- Remove vegetative debris from gutters on a regular basis during fire season.
- Install a noncombustible and corrosion-resistant metal drip edge to provide protection for the combustible components (i.e., sheathing and fascia) at the edge of your roof.
- Use a noncombustible gutter cover to minimize accumulation of debris in the gutter. Some gutter covers result in accumulation of debris on the roof behind the gutter, so these will still require routine maintenance.

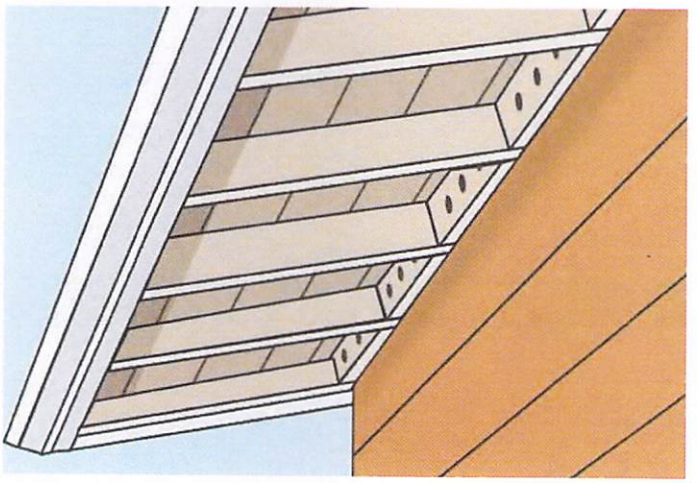


Install and maintain a noncombustible gutter cover (as pictured above) to help minimize debris accumulation in gutters.

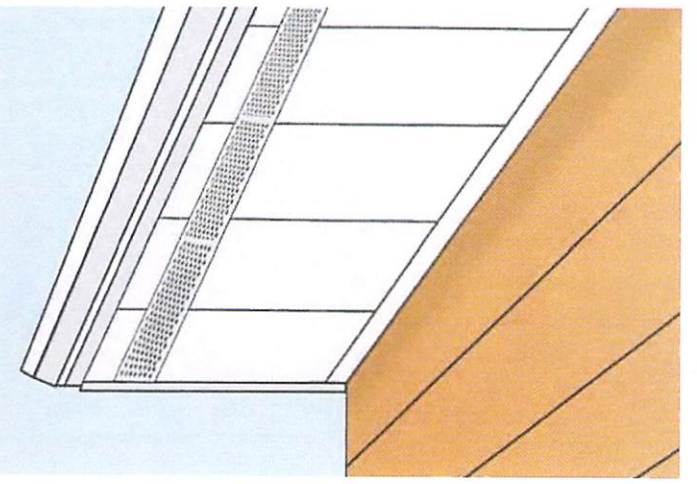
Eaves

The under-eave area provides a point of entry for flames if nearby vegetation or other materials are burning. There are two basic designs for under-eave construction: open-eave and soffited-eave (i.e., one that is boxed in). Open-eave designs are more vulnerable to flames—heat can build up in an area between the roof rafters allowing for more rapid fire spread laterally, which increases the likelihood that fire will find a location to enter the attic. Vents that are in the blocking between rafters in open-eave construction are more vulnerable to the entry of embers than vents in a soffited-eave.

OPEN EAVE



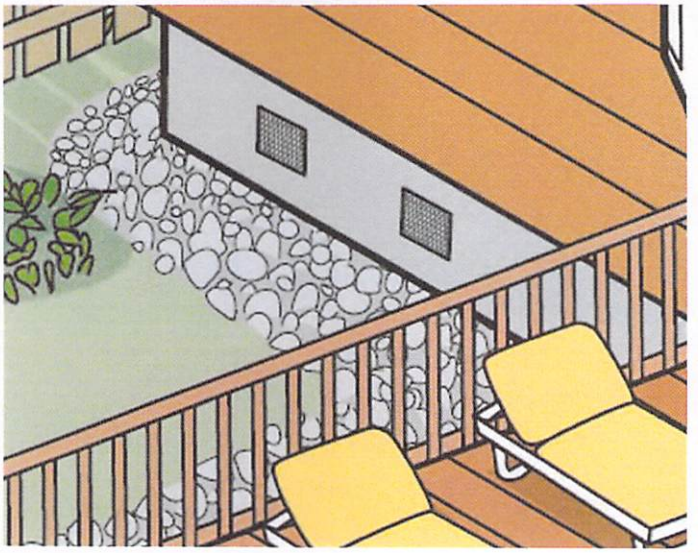
SOFFITED EAVE

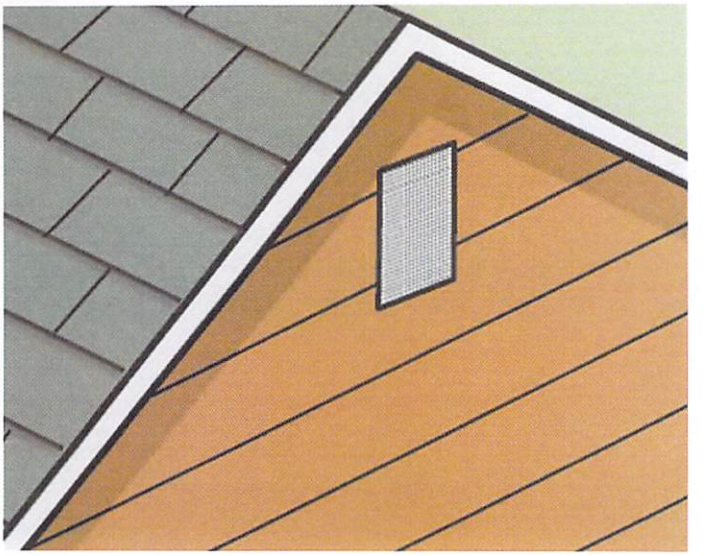


HOW TO REDUCE THE VULNERABILITY OF EAVES

- Inspect open-eave areas for gaps where embers could lodge or pass through into the attic. All vents should be screened and all other gaps should be filled with durable caulk.
- Enclose under-eave area to create a soffited eave.

Enclose open eaves to protect attic spaces from ember intrusion.





Cover all vents with ⅛-inch mesh screening.

WHAT IS THE DIFFERENCE BETWEEN VENT SCREEN SIZES?

Small screens (1/16-inch) can reduce both the size and number of embers that can pass through. Because the embers are smaller, they self-extinguish quickly after entering the attic and crawl space. While this screen size is ideal for resisting ember intrusion, it does require more maintenance because it gets easily clogged. Accumulated debris on vents can become a source of embers if not cleaned regularly. Air flow is also reduced with this size screen.

Mid-size screens (⅛-inch) allow more, larger embers to enter the attic and crawl space, but these are still better than 1/4-inch screens. This size screen is a common choice because the maintentance is lower while still being relatively effective.

Large screens (¼-inch) allow many, larger embers to enter the attic and crawl sapace. It is recommended you replace or cover 1/4-inch screeens with a smaller grain.

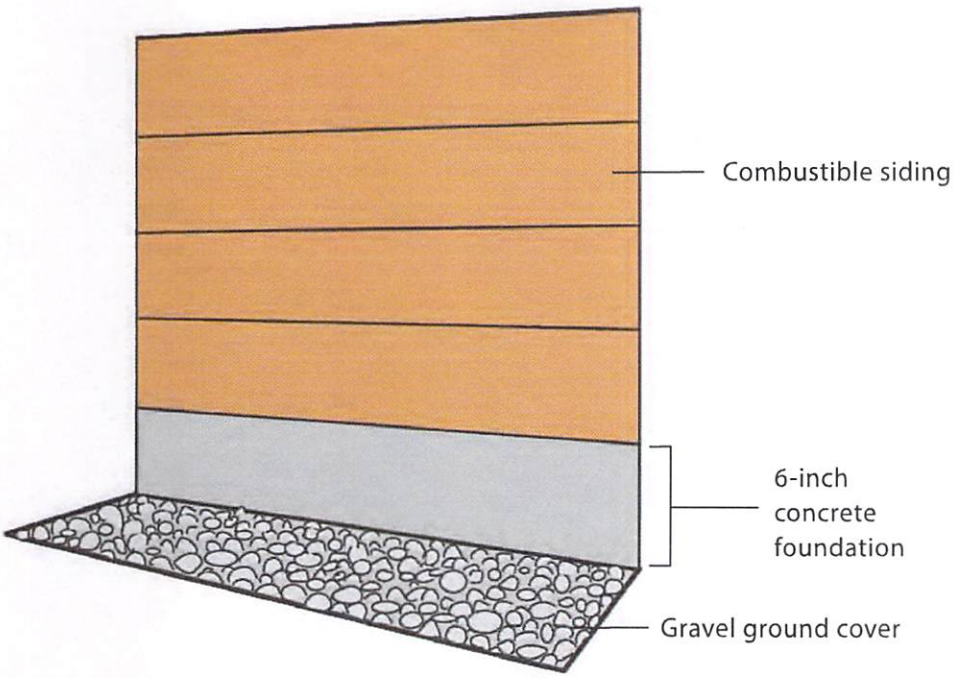
Vents

Attic and crawl space vents provide an entry point for embers. Vents should be covered by, at a minimum, ⅛-inch noncombustible corrosion-resistant metal mesh screening. Screening will not prevent the intrusion of all embers but will minimize their size. Finer mesh screening (e.g., 1/16-inch mesh) is more effective at keeping embers out of the home but requires more maintenance because it can become clogged with debris. Vents that meet the flame- and ember-resistant standard are listed on the California Office of the State Fire Marshal Building Materials Listing Program website. These types of vents are appropriate in areas where maintaining defensible space is difficult, combustible materials are closer to the home, or combustible siding is used.

HOW TO REDUCE THE VULNERABILITY OF ATTIC AND CRAWL SPACES

- Avoid storing combustible items (e.g., cardboard boxes, newspapers and magazines) near attic or crawl space vents.
- Inspect vents to make sure they are in good condition (i.e., screen is in good condition with no tears that would result in larger openings).
- If ¼-inch mesh screening is present, replace or add, at a minimum, a ⅛-inch noncombustible corrosion resistant metal mesh screen.
- Consider replacing vents with a flame- and ember-resistant option.

Vent covers that are made ahead of time (i.e., before a wildfire is threatening) can be installed when wildfire is threatening the area. This strategy can be effective, but it does take time and should only be undertaken if ample time is given for evacuation. Preparation activities can be dangerous if evacuation is delayed.



Siding

If the siding ignites, a fire can: **1)** penetrate through the stud cavity into the home, **2)** spread up the side of the home and enter windows or other openings such as dryer vents, and **3)** spread into the attic at a gable-end vent or an under-eave area. Combustible siding can be ignited from direct-flame contact or radiant heat exposure. Ignition of siding from embers can occur, especially if embers ignite combustible materials close to the home (e.g., bark mulch or wood pile), and if siding extends all the way to the ground.

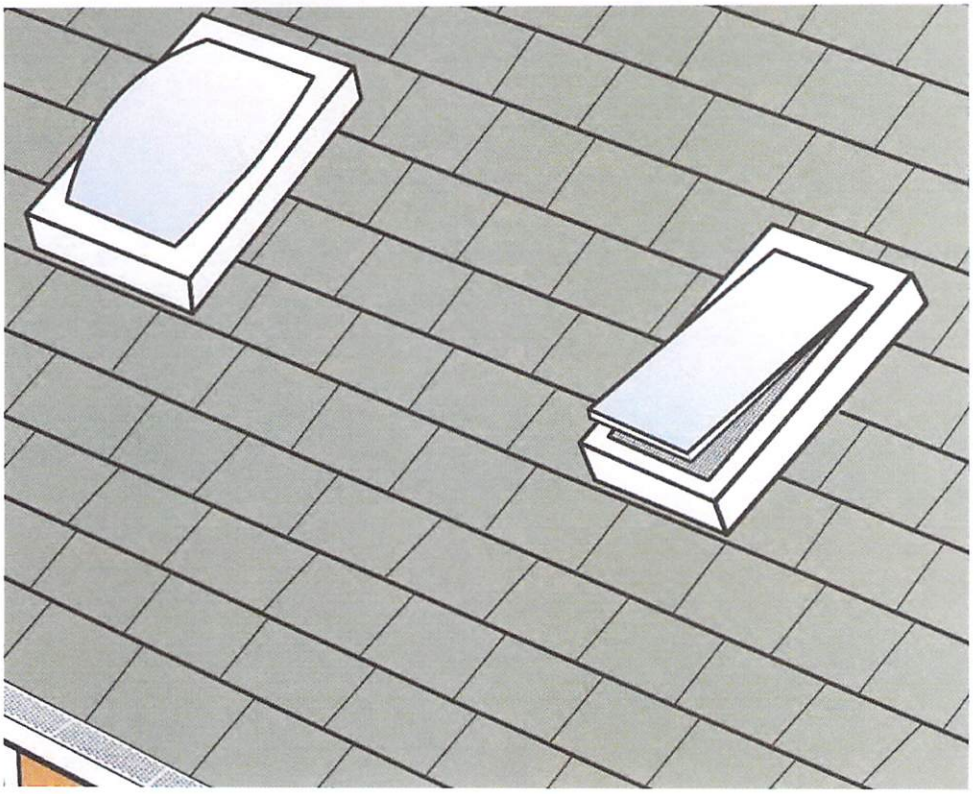
Combustible siding products are widely used, including solid wood, wood composite materials and plastic/vinyl products. Vinyl siding can deform and slough off when exposed to flames or radiant heat. Once this happens, underlying material (e.g., sheathing) becomes important for protection. More complicated lap joints in wood-based siding patterns (e.g., shiplap and tongue-and-groove) are more resistant to fire penetration at the lap joint. Plain bevel joints in wood siding are vulnerable to fire penetration. While fiber cement siding often uses a plain bevel lap joint, it is less vulnerable to fire penetration.

HOW TO REDUCE THE VULNERABILITY OF SIDING

- Use noncombustible siding (e.g., stucco, steel and fiber cement), especially when neighboring homes are within 30-feet of the home.
- Make sure to develop and maintain adequate defensible space, particularly within the ember-resistant zone, to minimize the chance that siding will ignite from embers at the ground level or direct-flame contact from nearby combustible materials.
- In smaller areas that are vulnerable, such as at a roof-to-wall area, replace siding with a noncombustible product.
- For new construction, use of a one-hour wall design, where an additional fire resistant layer is used in the wall assembly, can provide additional protection when a more vulnerable siding material is used.

It is not recommended to use fire-retardant coatings, such as fire-retardant paint, to provide fire protection for combustible siding. Some state, county and local building codes do not allow these coatings. Recent research has demonstrated that their performance is degraded by exposure to the elements (e.g., snow, moisture, sun). Their effectiveness degrades more quickly than reported.

Clear debris around skylights and make sure to close before evacuating. →



Skylights

Skylights can be a point for ember and flame entry if the cover fails, or if skylights are left open when a wildfire threatens. There are two basic kinds of skylights: domed-style made of plastic and flat-style made of glass. Flat-style, glass skylights have less risk than domed-style, plastic skylights that may melt and burn when exposed to heat from a wildfire. Typically, the glass in skylights consists of two layers, the outer being tempered glass and the inner being a safety glass, such as laminated glass.

Skylights on steeper sloped roofs can be vulnerable to radiant heat and flame contact exposures if nearby combustible materials ignite and burn. Skylights on low-slope (flatter) roofs are more prone to the accumulation of vegetative debris (especially flat-style skylights).

HOW TO REDUCE THE VULNERABILITY OF SKYLIGHTS

- Remove vegetative debris from the roof, including on and adjacent to skylights, on a regular basis.
- On sloped roofs, glass skylights are the best choice because of increased likelihood of exposure to radiant heat.
- If the skylight can open, close it when wildfire is threatening to prevent embers from entering the home. Consider adding a 1/16-inch noncombustible corrosion resistant-metal mesh screening to reduce ember intrusion into the home in case the skylight cannot be closed before evacuation.

Windows

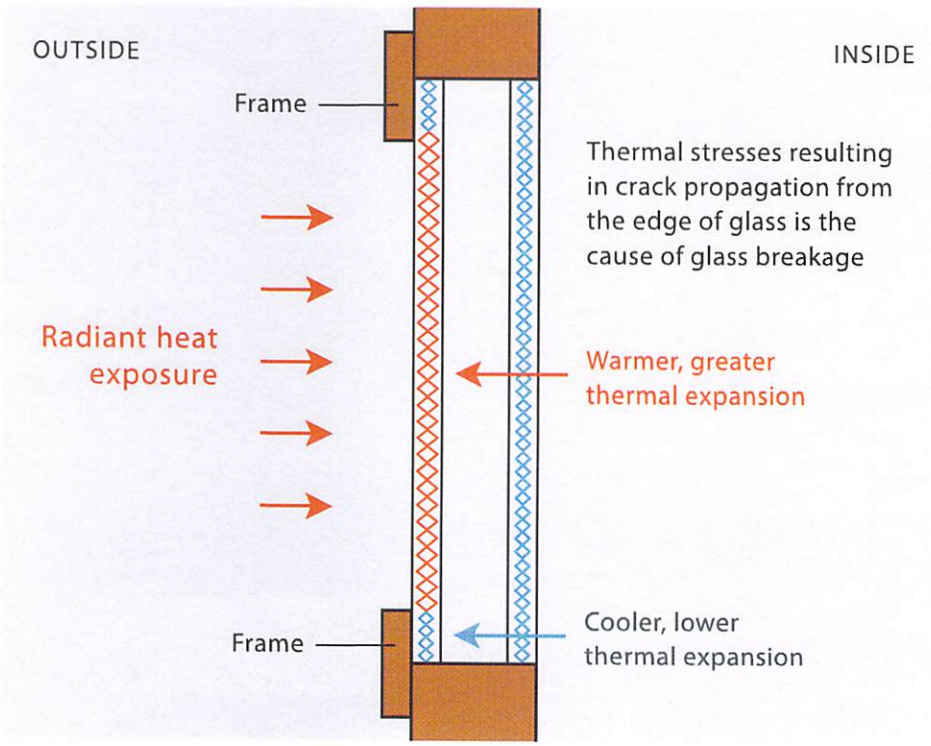
Windows can be a vulnerable component of a home if the framing material ignites or deforms, or if the glass breaks and falls out, both allowing embers or flames to enter the home. The most vulnerable part of a window is the glass. Glass breakage occurs when cracks, propagating from the outer edge inward, occur due to thermal stress that develops when a window is exposed to flames or radiant heat.

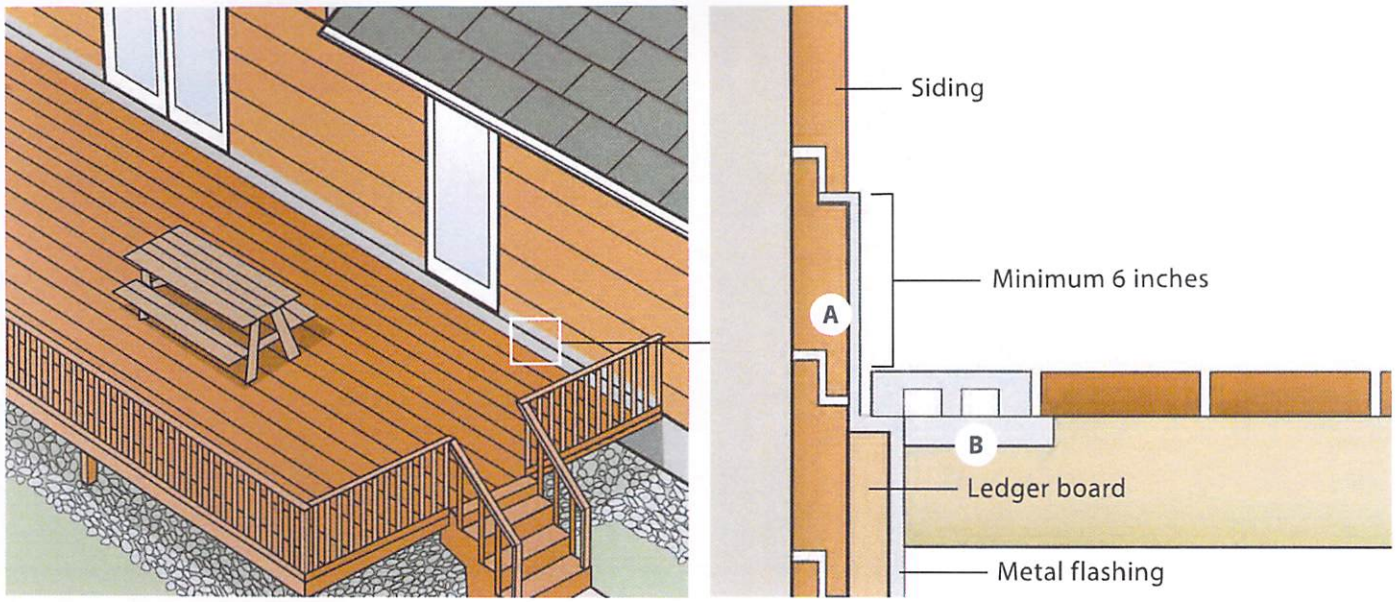
Tempered glass is three to four times more resistant to heat exposures than typical annealed glass and is therefore a better choice when selecting windows. Metal and plastic-clad fiberglass window screening will absorb radiant energy, providing additional protection against radiant heat exposure to the glass in your windows. Plastic-clad fiberglass screening will fail if flames contact it, reinforcing the need for an effective ember-resistant zone.

HOW TO REDUCE THE VULNERABILITY OF WINDOWS

- When replacing windows, choose multi-pane options containing tempered glass.
- If neighbors or outbuildings are within 30-feet of the home, consider installing deployable noncombustible shutters to provide additional protection.
- Install screens in all operable windows. Screens increase ember resistance by keeping embers out of the home and also decrease radiant heat exposure.
- Close windows when wildfire is threatening.

DUAL-PANE WINDOW





A *Install metal flashing between the ledger board and joists to protect the combustible siding material. The flashing should extend above and below the ledger board.*

B *Replace the deckboard next to the house with noncombustible material.*

Decks

If a deck attached to a home ignites, the home can be exposed to flames and/or radiant heat. What is stored underneath and on top of decks can also be an ignition source. Depending on the decking material, embers can also directly ignite deck boards. Decks that overhang a slope can be exposed to flames if trees and other vegetation downslope of the deck ignite, resulting in flames contacting the bottom of the deck.

Most commercially available deck boards are combustible. These include redwood, cedar and tropical hardwoods, such as ipe, and all plastic composite lumber decking products. Pressure impregnated fire retardant treated (FRT) wood deck boards are less vulnerable to flames and embers. Higher density hardwood decking and plastic composite decking are less vulnerable to ignition by embers compared to softwood decking (i.e., redwood and cedar). Although some metal deck boards are now available, noncombustible options are typically referred to as solid surface decks because they consist of lightweight concrete, possibly with an additional noncombustible walking surface such as flagstone. Use of noncombustible (i.e., steel) joists in conjunction with combustible deck boards will reduce the overall vulnerability of the deck.

HOW TO REDUCE THE VULNERABILITY OF DECKS

- Create an ember-resistant zone under the footprint of and around all decks. This action will reduce the likelihood of under-deck flame exposure.
- If a deck overhangs a slope, create and maintain an effective defensible space downslope of the deck to reduce the chance of flames reaching the underside of the deck.
- Apply metal flashing or foil-face bitumen tape on top of and a few inches down the side of the support joists. This is an effective strategy to minimize fire growth when a deck is ignited by embers, but would not help if the deck were ignited directly by flames under the deck. Using steel joists also reduces the vulnerability of the deck from both flames and embers.

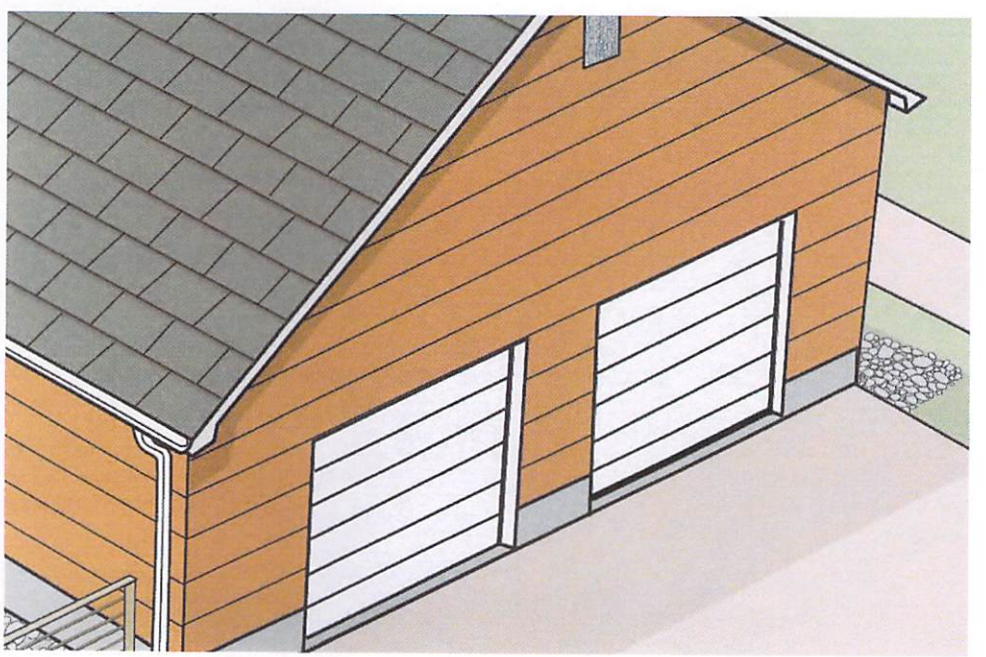
- For cedar and redwood decks, increase the size of the gap between deck boards to ¼ inch so that vegetative debris can fall through rather than accumulate on the deck. Be sure to routinely clear debris from under the deck.
- If a deck is made of combustible decking materials, replace the board closest to the home with a noncombustible material.
- In new deck construction, consider using noncombustible or higher density decking products.
- Move combustible cushions from deck furniture to inside and relocate combustible furniture (especially those with woven components that can trap embers) away from the house.

Garages

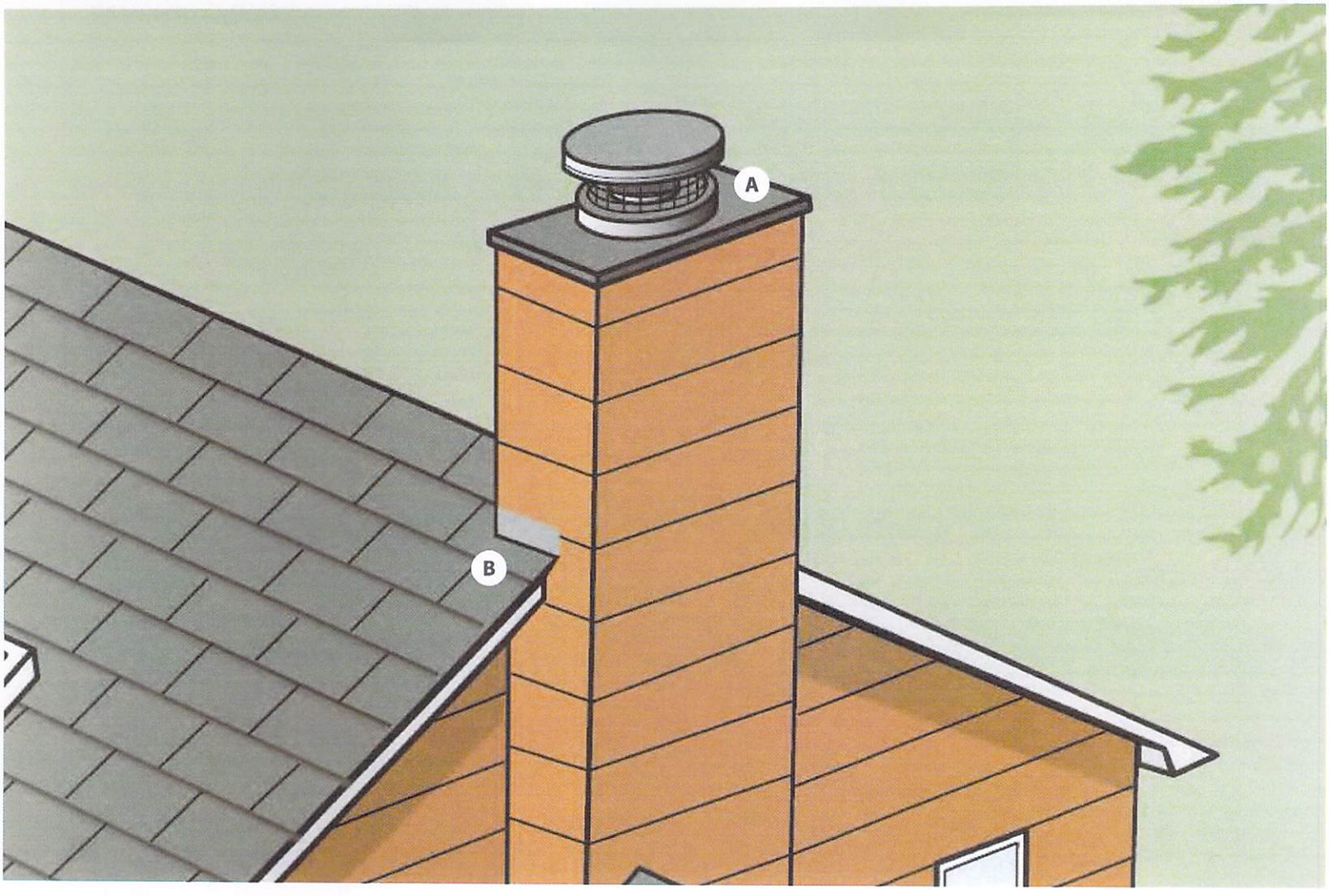
Garages, whether attached to the home or detached as a separate building, can threaten homes if the garage ignites. Since it is normal to store combustible materials in a garage, steps should be taken to reduce the ignitability of the garage because embers can easily enter under or around poorly sealed garage doors.

HOW TO REDUCE THE VULNERABILITY OF GARAGES

- Whether a garage is detached or attached, include it in defensible space planning and maintenance, including the ember-resistant zone.
- Make sure the space between the garage door and framing is well sealed to minimize the entry of embers into the garage.
- Garage windows, vents and other construction components should be treated the same as they would be if part of the home.
- Add a battery back-up to the garage door motor so that the garage can easily be opened or closed if power is out.
- Close garage doors when wildfire is threatening.



← *Make sure garage doors are well sealed and closed before evacuating.*



A *Cover the stovepipe/ chimney with a metal screen (no smaller than ⅜-inch and no larger than ½-inch).*

B *Install metal flashing at the chimney-roof intersection.*

Chimneys

Chimneys and stovepipes can be a vulnerable part of the home if not installed correctly and properly cleaned and maintained annually. Vegetative debris can accumulate on the roof adjacent to the chimney chase. This is another roof-to-wall connection that can be vulnerable to ignition by embers.

HOW TO REDUCE THE VULNERABILITY OF CHIMNEYS

- Use of metal step flashing at roof-to-siding intersection (flashing extending up the wall) can reduce the vulnerability to embers.
- Cover chimney and stovepipe outlets with a noncombustible screen. Use metal screen material with openings no smaller than ⅜-inch and no larger than ½-inch to minimize embers leaving the chimney.
- Close the fireplace flue during fire season when the chimney is not in use.

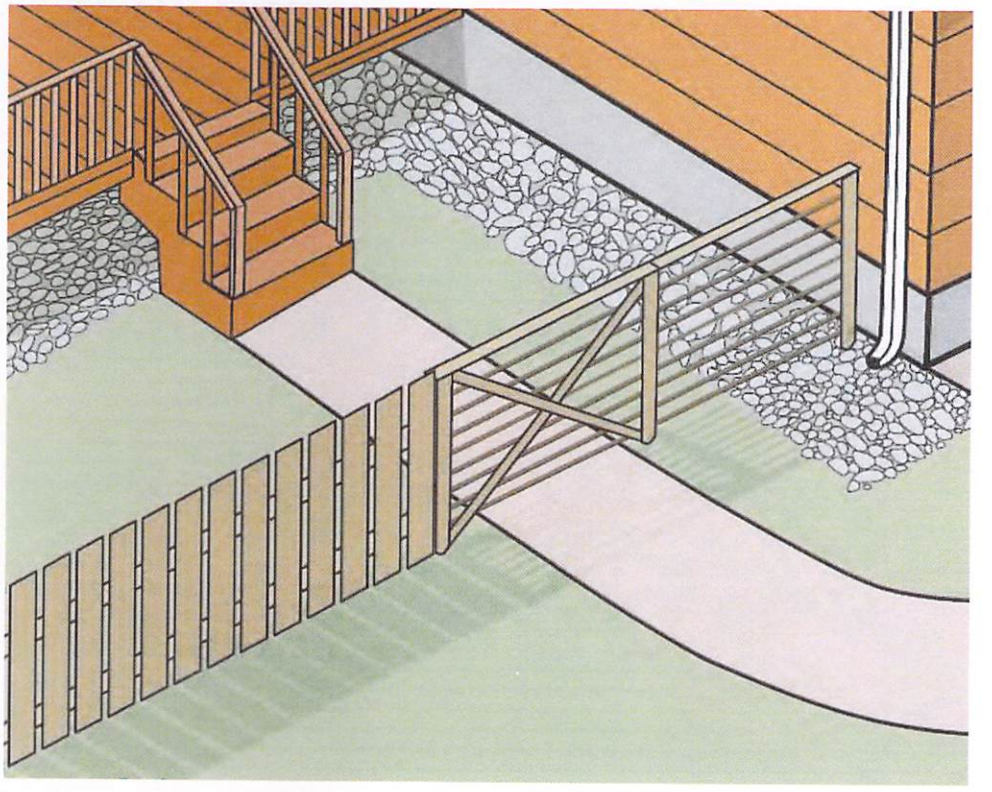
Fences

Combustible fencing can provide a direct path to a home if surrounding vegetation or embers ignite it. Best practice is to separate the fence from the house or upgrade the last 5-feet of the fence to a noncombustible material to reduce the chance of the fence from bringing fire to the home.

Privacy fences (planks all on one side of horizontal supports) are the most vulnerable to ignition because the horizontal to vertical intersection provides a ledge and backstop where embers can accumulate and ignite the fence. Good neighbor (planks alternating) and lattice are more porous, and therefore more difficult to ignite via ember exposure. Vinyl fences are not as vulnerable to embers, but can ignite through direct flame exposure if vegetative debris has accumulated at its base. As is the case with vinyl siding, vinyl fencing will be vulnerable to deformation from radiant heat exposure. All fences are more vulnerable when vegetative debris has accumulated at their base.

HOW TO REDUCE THE VULNERABILITY OF FENCES

- Replace the combustible portion of the fence near the home with a noncombustible section. The noncombustible section should be a minimum of 5-feet long.
- Remove vegetative debris that can accumulate at the base of the fence on a regular basis. Do not use fences as a trellis for plants because plants can create and trap ignitable vegetative debris.



← *Rather than replacing the entire fence, replace the 5-feet closest to the home with a noncombustible option.*

Glossary

BEVEL JOINT A type of lap joint, typically seen in horizontally applied siding. This lap joint, when used with a combustible siding product, is the most vulnerable to fire penetration.

CHIMNEY CHASE The area or structure around metal flue pipes. The chase is usually built with wood, metal or brick.

DORMER A part of a building that extends beyond the vertical plane of the roof. This extension also has a roof covering and typically incorporates a window on the exterior wall.

EMBER Also called firebrand. Burning (or glowing) particles of vegetation from tree branches, parts of shrubs or chaparral, or other combustible materials (e.g., construction materials) that ignite and burn during a wildfire and are carried in wind currents to locations beyond the wildfire front.

FIBER CEMENT A generic term for a siding product that is made using cement, wood fiber and other additives.

FINE-MESH SCREENING In the context of this document, ⅛-inch or finer screening that is used to cover vent openings and operable windows.

FOIL-FACE BITUMEN TAPE A flashing material whereby an aluminum foil material is part of a bitumen tape system.

GOOD-NEIGHBOR FENCE In the context of this document, this type of fence is one where the vertical planks alternate between the sides of the horizontal support members. A "good-neighbor" fence is usually compared to a "privacy" fence, where the vertical planks are all on the same side of the horizontal supports.

GYPSUM WALLBOARD A panelized product made from calcium sulfate dihydrate. These panels are commonly used for paneling on the interior of homes and buildings. A special type of gypsum wallboard can be used as a fire-resistant component in a one-hour wall assembly.

LADDER FUELS Low-lying branches and vegetation that can help carry flames from the surface into the canopy of trees or shrubs.

LAMINATED GLASS A type of safety glass that consists of two (or more) layers of annealed glass that are connected with adhesive interlayers.

LAP JOINT The type of overlap connection between boards or panels on the siding of a building.

METAL DRIP EDGE FLASHING Also called angle flashing, this material is typically used to protect the edge of the roof where the roof covering meets the exterior (vertical) framing.

MULTI-PANE WINDOW A term used to indicate multiple glass panes in a window. One pane of glass would be indicated by "single-pane."

ONE-HOUR WALL CONSTRUCTION An assembly that provides enhanced resistance to the penetration of fire.

OPEN-EAVE A type of construction whereby roof rafters are exposed in the area where they extend beyond the exterior walls of the building. In this type of construction, wood members, typical nominal 2-inch thick lumber, are used to fill the space between roof rafters.

PLASTIC-CLAD FIBERGLASS SCREENING Commonly used window screening material. Typical screen size is 1/16-inch mesh.

PRESSURE-IMPREGNATED FIRE-RETARDANT TREATED A process whereby a fire-retardant chemical is injected into the material (e.g., wood) under a pressurized process. This process results in a deeper penetration of the chemical into the wood.

ROOF COVERING The part of the roof assembly visible from outside the building. Common roof covering materials include asphalt composition shingles, tile and metal.

SHEATHING The first covering of boards or of waterproof material on the outside wall of the house.

SHIPLAP A type of lap joint used for horizontal and vertical siding. Along with tongue-and-groove pattern, this pattern is a better choice when considering improved resistance to fire penetration.

SOFFITED-EAVE A type of construction where the area of the roof rafters that extend beyond the exterior wall of a building are enclosed, typically by attaching a panelized product that connects the edge of the roof to the exterior wall.

STUCCO A siding material usually consisting of a mixture of sand, Portland cement, lime, water and other additives.

TEMPERED GLASS A heat-treated glass that enhances resistance to heat exposures three to four times over that of regular (annealed) glass.

UNDERLAYMENT A panel or sheet material in the roof assembly, underlying the roof covering, that improves the fire rating of the covering.

VENT COVER A solid material used to temporarily cover a vent opening to prevent the entry of embers.

Online Resources

The following websites have resources and information on home-hardening, defensible space, and other tips to prepare for wildfire.

Living With Fire Program - www. livingwithfire.com

University of California Agriculture and Natural Resources - www.ucanr.edu/sites/fire

Insurance Institute for Home and Business Safety–Wildfire - www.ibhs.org

CAL FIRE Ready for Wildfire - www.readyforwildfire.org

Sustainable Defensible Space - www.defensiblespace.org

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Partner Logos

Photo Courtesy of California Tahoe Conservancy / Nick Spaintand

SP-20-11

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LIVING WITH FIRE TAHOE

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Stock #: X545150 BC1500 130HP CUMMINS DIES MS #: 1VR2161VXF1006233
Make: VE Model: BC1500
Is to have the following work done

Cutter Drum R&R CMP
ADDITIONAL DESCRIPTION:
Customer requested R&R drum, bearings and shear bar.

Part#	Description	Qty	Price	Amount
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163627631	CUTTER DRUM ASS	1	6513.49	6513.49
163627662	SHEAR BAR	1	152.83	152.83
507614040	SCREW-HFS,M16-2	4	4.34	17.36
508478060	SCREW-HCS;	2	3.70	7.40

MISCELLANEOUS CHARGES: Description	Price	Amount
HAZARDOUS MTL	82.50	82.50
SRV ACCESSORIES	25.00	25.00

Parts:	7272.76
Labor:	2151.55
Miscellaneous:	107.50
CA STATE TAX	442.82
FOWLER City	73.80
FRESNO County	18.45
FRESNO CO LOCAL TAX SL Special	73.80
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Merced, CA 95341
(209) 722-2963

MERCED TRUCK & TRAILER, INC. WILL ACCEPT PARTS FOR REFUND OR EXCHANGE PROVIDED THE PART IS A NORMALLY STOCKED NON-ELECTRICAL OR CARBURETOR PART PURCHASED WITHIN 10 DAYS AND IS ACCOMPANIED BY THIS INVOICE. ALL PARTS ACCEPTED FOR RETURN MUST MEET THE MANUFACTURER'S CURRENT PACKAGE GUIDELINES AND ARE SUBJECT TO A 30% RESTOCKING CHARGE. SPECIAL ORDERED ITEMS NOT PICKED UP WITHIN 90 DAYS WILL BE RETURNED TO NORMAL STOCK.

SUBJECT TO WARRANTY TERMS AND CONDITIONS LISTED ON REVERSE SIDE.

DATE ENTERED	YOUR ORDER NO.	DATE SHIPPED	INVOICE DATE	INVOICE NUMBER
09 APR 24	RO#45620	11 APR 24		Q175436

**** I N V O I C E Q U O T E - DO NOT PAY ****

PAGE 1 OF 1

SOLD TO

ACCOUNT NO. 20

JE ALLEN

SHIP TO

SHIP VIA	SLSM.	B/L NO.	TERMS	F.O.B. POINT
	609		CASH	MERCED CA

QUANTITY ORD	QUANTITY SHIP	QUANTITY B.O.	PART NO.	DESCRIPTION	LIST	NET	AMOUNT
1	1	0	4309138	KIT,TURBOC	7929.37	6797.11	6,797.11
			MEMPHIS				
4	4	0	LABOR	LABOR	150.00	150.00	600.00
			FREIGHT QUOTE IS ESTIMATE ONLY!!!!				
				FREIGHT 300.00			
			**** I N V O I C E Q U O T E -		DO NOT	PAY ****	

Thank You For Your Business!

NEED PARTS AFTER HOURS?
CHARGE $50.00 UNTIL 11:59PM
CHARGE $75.00 12:00AM-7:00AM
PHONE# 1-209-564-0905

PARTS	7,397.11
SUBLET	
FREIGHT	300.00
SALES TAX	560.76
TOTAL	$8,257.87

CUSTOMER'S SIGNATURE
X

175436

CUSTOMER COPY

Good Afternoon Sir,

The Mariposa Sheriff Search and Rescue Team would like to request $10,537.00 to purchase 6 Heart Start M5066A-RO1 Phillips AED Defibrillator Ready Packs. These units would be placed in the primary rescue/ response vehicles. SAR is frequently operating in remote isolated places with limited access by conventional rescue and medical response equipment. Having these units with our response gear would increase survivability of both rescuers and members of the public during critical time sensitive cardiac events.

Thanks for your consideration,

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-55

MEETING: February 11, 2025

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve Fifth Amendment to the Agreement with Willdan Engineering to Extend the Term of the Agreement to December 31, 2027, for White Rock Road Bridge over Deadman Creek (40C0062); and Authorize the Board Supervisors Chair to Sign the Amendment

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RECOMMENDATION AND JUSTIFICATION

Approve Fifth Amendment to the Agreement with Willdan Engineering to Extend the Term of the Agreement to December 31, 2027, for White Rock Road Bridge over Deadman Creek (40C0062); and Authorize the Board Supervisors Chair to Sign the Amendment.

This extension allows for more time to address comments for the various environmental technical studies. Environmental technical studies are needed to obtain both California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) Environmental Documents. Final design, right-of-way acquisition and environmental permitting will commence once the NEPA and CEQA documents are obtained.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On January 8, 2019, Resolution 2019-21, the Board approved the Fourth Amendment to extend the term of the Agreement to December 31, 2024.

On May 23, 2017, Resolution 2017-322, the Board approved the Third Amendment to extend the term of the Agreement to December 31, 2018, add to the scope of services, and increase compensation in the amount of $152,816 for a total amount not to exceed $411,161.

On March 8, 2016, Resolution 2016-114, the Board approved the Second Amendment to extend the term of the Agreement to December 31, 2017.

On January 6, 2015, Resolution 2015-15, the Board approved the First Amendment to extend the term of the Agreement to December 31, 2015.

On October 15, 2013, Resolution 2013-460, authorized Public Works to enter into Agreement with Willdan Engineering for bridge design work on White Rock Road Bridge over Deadman Creek.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, the County risks losing its HBP Funding.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Fifth Amendment_White Rock Road Bridge (40C0062)**
2. **Resolution 2019-21**
3. **Resolution 2017-322**
4. **Resolution 2016-114**
5. **Resolution 2015-15**
6. **Resolution 2013-460**

VOTE RESULT

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

FIFTH AMENDMENT TO AGREEMENT FOR ENGINEERING AND DESIGN SERVICES FOR WHITE ROCK ROAD BRIDGE OVER DEADMAN CREEK 40C0062

THIS FIFTH AMENDMENT TO AGREEMENT FOR ENGINEERING AND DESIGN SERVICES FOR WHITE ROCK BRIDGE OVER DEADMAN CREEK (40C0062), is made and entered into this _____ day of February 2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Willdan Engineering, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated October 15, 2013, wherein Contractor agreed to provide engineering and design services; and

WHEREAS, County and Contractor entered into a First Amendment on January 6, 2015, to extend the term of the Agreement to December 31, 2015, and

WHEREAS, County and Contractor entered into the Second Amendment on March 8, 2016, to extend the term of the agreement to December 31, 2017, and

WHEREAS, County and Contractor entered into the Third Amendment on May 23, 2017, to extend the term of the agreement to December 31, 2018, expand the scope of services, and increase compensation by Two Hundred Fifty-Eight Thousand Eight Hundred Dollars ($258,800) for a total not to exceed amount of Four Hundred Eleven Thousand Six Hundred Sixteen Dollars ($411,616), and

WHEREAS, County and Contractor entered into the Fourth Amendment on January 8, 2019, to extend the term of the agreement to December 31, 2024, and

WHEREAS, County and Contractor desire to amend said Agreement to extend the term of the agreement to December 31, 2027;

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

1. Paragraph 1, "TERM," is hereby amended to extend the term of the Agreement to December 31, 2027.

Except as herein amended, the agreement dated October 15, 2013, together with the First Amendment dated January 6, 2015, the Second Amendment dated March 8, 2016, the Third Amendment dated May 23, 2017, the Fourth Amendment dated January 8, 2019, 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 an effect. This Amendment is effective retroactive to December 31, 2024. The parties shall treat the Agreement as if it had been in full force and effect continuously since December 31, 2024, 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
_____	_____
Rosemarie Smallcombe, Chair Board of Supervisors	Willdan Engineering
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Walter W. Wall County Counsel

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/9/2025 | 10/21/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers,LLC CA License #0B99399 777 S. Figueroa Street, 52nd fl. Los Angeles CA 90017 213-689-0065	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1506118 Willdan Engineering- Ventura 2401 East Katella Avenue Suite 300 Anaheim, CA 92806	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Travelers Property Casualty Company of America — 25674 INSURER B : Allied World Surplus Lines Insurance Company — 24319 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 18920021 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Emp. Benefits Liab. X Contr. Liab. Incl. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y	Y	P-630-A1178471-TIL-24	11/9/2024	11/9/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	N	810-A1161741-24-43-G	11/9/2024	11/9/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE $	$ XXXXXXX $ XXXXXXX $ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	UB-8Y032268-24-43-G	11/9/2024	11/9/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Arch&Eng Prof	N	N	0313-5950	11/9/2024	11/9/2025	Per Claim:$1,000,000 Aggregate:$2,000,000	

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

RE: Engineering Services on White Rock Road Over Deadman Creek. The County, its officers, officials, employees and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability evidenced herein are Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

18920021
County of Mariposa
Attn: Gary Brown, County Engineer
4639 Ben Hur Road
Mariposa CA 95338

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2019-21

MEETING: January 8, 2019

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve Fourth Amendment with Willdan Eng. for White Rock Rd Over Deadman Creek Bridge # 62

RECOMMENDATION AND JUSTIFICATION:
Approve the Fourth Amendment With Willdan Engineering to Extend the Term of the Agreement to December 31, 2024, for Bridge Design Services of White Rock Road over Deadman Creek Bridge (40C0062); and Authorize the Board of Supervisors Chair to Sign the Amendment.

The project delay is due to changes to the bridge approach, structure, and channel geometry changes that resulted from the February 2017 declared disaster. Additionally, new environmental resources were found that require further investigation.

The Federal Highway Administration administers the Federal Highway Bridge Program as part of the current Federal Transportation Bill, MAP-21. Caltrans manages the program in the State of California.

Under current regulations 100% of the cost of this contract, and the staff time necessary for Public Works to manage them, are reimbursable from the Highway Bridge Program.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On May 23, 2017 Resolution 2017-322 the Board authorized a date extension to December 31, 2018.
On March 8, 2016 Resolution 2016-114 authorized a date extension to December 31, 2017.
On January 6, 2015 Resolution 2015-15 authorized a date extension to December 31, 2015.
On October 15, 2013 Resolution 2013-460 authorized Public Works to enter into an Agreement with Willdan Engineering for bridge design services on White Rock Road over Deadman Creek.
On May 28, 2013 the Board approved a Program Supplement with Caltrans for these bridges.

Resolution - Action Requested 2019-21

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the design phase of this bridge will not be completed.

FINANCIAL IMPACT:
This project is funded through the Federal Bridge Program and as such this action has no financial impact to the County.

ATTACHMENTS:
Willdan Eng 4th amd #62 (DOC)
Willdan Eng 3rd amd #62 (PDF)
Willdan2nd amd #62 (PDF)
1st amdmt Willdan 40C0062 (PDF)
Contract Willdan 40C0062 (PDF)

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

RES. NO. 19-21

FOURTH AMENDMENT TO AGREEMENT FOR BRIDGE DESIGN SERVICES FOR WHITE ROCK ROAD OVER DEADMAN CREEK #40C0062

THIS FOURTH AMENDMENT TO AGREEMENT FOR BRIDGE DESIGN SERVICES FOR WHITE ROCK ROAD OVER DEADMAN CREEK is made and entered into this 8th day of January, 2019, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "**County,**" and Willdan Engineering, hereinafter referred to as "**Contractor.**"

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated October 15, 2013, wherein **Contractor** agreed to provide bridge design services; and
WHEREAS, County and **Contractor**

WHEREAS, County and **Contractor** entered into the First Amendment dated January 6, 2015 to extend the term of the agreement to December 31, 2015.

WHEREAS, County and **Contractor** entered into the Second Amendment dated March 8, 2016 to extend the term of the Agreement to December 31, 2017.

WHEREAS, County and **Contractor** entered into the Third Amendment dated May 23, 2017 to extend the term of the Agreement, expand the scope of services, and increase compensation by Two Hundred Fifty Eight Thousand Eight Hundred Dollars ($258,800) for a total not to exceed amount of Four Hundred Eleven Thousand Six Hundred Sixteen Dollars ($411,616).

WHEREAS, County and **Contractor** desire to amend said Agreement to extend the term of the Agreement to December 31, 2024 to be provided to **Contractor**;

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

1. Paragraph 1.01, "TERM", is hereby amended to extend the term of the Agreement to December 31, 2024.

2. Except as herein amended, the agreement dated October 15, 2013 together with the First Amendment dated January 6, 2015, the Second Amendment dated March 8, 2016, and the Third Amendment dated May 23, 2017 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:

Chair Miles Menetrey
Mariposa County Board of Supervisors

CONTRACTOR:

Willdan Engineering

ATTEST:

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2017-322

MEETING: May 23, 2017

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve Third Amendment with Willdan Eng. for White Rock Rd Bridge # 62

RECOMMENDATION AND JUSTIFICATION:

Approve the Third Amendment With Willdan Engineering increasing compensation by $258,800 for a total not to exceed amount of $411,616 and Extend the Term of the Agreement from December 31, 2017 to December 31, 2018, for Bridge Design Services of White Rock Road Bridge; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Phase II of the project will consist of completing the remaining Preliminary Engineering tasks that address any comments or direction provided by Caltrans during the field review meeting and support the completion of the Environmental Phase and Final Design of the project. The Final Design and Right of Way appraisal and acquisition tasks will begin upon approval of the NEPA Environmental document.

The Federal Highway Administration administers the Federal Highway Bridge Program as part of the current Federal Transportation Bill, MAP-21. Caltrans manages the program in the State of California.

Under current regulations 100% of the cost of this contract, and the staff time necessary for Public Works to manage them, are reimbursable from the Highway Bridge Program.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On March 8, 2016 Resolution 2016-114 authorized a date extension to December 31, 2017. On January 6, 2015 Resolution 2015-15 authorized a date extension to December 31, 2015.

On October 15, 2013 Resolution 2013-460 authorized Public Works to enter into an Agreement with Willdan Engineering for bridge design services on White Rock Road over Deadman Creek.

On May 28, 2013 the Board approved a Program Supplement with Caltrans for these bridges.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the design phase of this bridge will not be completed.

FINANCIAL IMPACT:
This project is funded through the Federal Bridge Program and as such this action has no financial impact to the County.

ATTACHMENTS:
Willdan 3rd amd & addm White Rock #62 (PDF)
2nd amdmt Willdan 40C0062 (PDF)
1st amdmt Willdan 40C0062 (PDF)
Contract Willdan 40C0062 (PDF)

CAO RECOMMENDATION
Requested Action Recommended

Dallin Kimble
Dallin Kimble, Interim CAO 5/16/2017

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

RES. NO. 17-322

THIRD AMENDMENT TO AGREEMENT FOR BRIDGE DESIGN SERVICES FOR WHITE ROCK ROAD BRIDGE (40C0062)

THIS THIRD AMENDMENT TO AGREEMENT FOR BRIDGE DESIGN SERVICES FOR WHITE ROCK ROAD BRIDGE (40C0062) is made and entered into this 23rd day of May, 2017, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "**County**", and Willdan Engineering, hereinafter referred to as "**Contractor**".

WHEREAS, the **County** and **Contractor** have heretofore entered into a Contract dated October 15, 2013 wherein **Contractor** agreed to provide Engineering and Bridge Design services for White Rock Road Bridge (40C0062); and

WHEREAS, County and **Contractor** entered into the First Amendment dated January 6, 2015 to extend the term of the agreement to December 31, 2015.

WHEREAS, County and **Contractor** entered into the Second Amendment dated March 8, 2016 to extend the agreement to December 31, 2017

WHEREAS, County and **Contractor** desire to amend said Agreement to extend the term of Agreement, to expand the scope of services, to increase compensation, and to include an Addendum to Agreement for Federally Funded Projects.

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

1. Paragraph 1.01, "TERM", is hereby amended to extend the term of Agreement from December 31, 2017 to December 31, 2018.

2. Paragraph 3.01, "SERVICES", is hereby amended to expand the scope of services to be performed by Contractor as set forth in Exhibit "A-1" attached hereto.

3. Paragraph 4.01, "COMPENSATION", is hereby amended to provide that an additional Two Hundred Fifty Eight Thousand Eight Hundred Dollars ($258,800) will be added to the original contract price of One Hundred Fifty Two Thousand Eight Hundred Sixteen Dollars ($152,816), making the total compensation paid to **Contractor** the not to exceed amount of Four Hundred Eleven Thousand Six Hundred Sixteen Dollars ($411,616).

4. Paragraph 8.05, "CONFORMANCE TO APPLICABLE LAW", is hereby amended to include the Addendum to Agreement for Federally Funded Projects attached hereto as Exhibit "B".

5. Except as herein amended, the agreement dated October 15, 2013 together with The First Amendment dated January 6, 2015 and the Second Amendment dated March 8, 2016 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:

Marshall Long, Chairman
Mariposa County Board of Supervisors

CONTRACTOR:

Willdan Engineering Sr. Vice Pres

ATTEST:

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

White Rock Road Bridge Replacement over Deadman Creek - Phase 2

Mariposa County Department of Public Works has retained Willdan Engineering, (Willdan) to provide construction documents for replacement of the existing White Rock Road Bridge over Deadman Creek (Br. No. 40C0062), HBP Project Number BRLO-5940(108). The existing bridge was constructed in 1960 and is located south of Catheys Valley in Mariposa County 0.05 miles East of Westfall Road.

The project will be funded by the Federal Highway Bridge Program. Since White Rock Road is an "off-system" structure, the toll credit program will be utilized to provide the local matching funds.

The Caltrans Bridge Inspection Report (BIR) dated October 2013, noted that the superstructure is in fair condition but requires replacement due to substandard load carrying capacity and bridge roadway geometry. The existing bridge is classified as structurally deficient with a sufficiency rating of 48.8. The substructure of the bridge is in poor condition and is another reason for replacement.

Both the County of Mariposa and Caltrans reviewed a full range of options, which included repairing the current scour damage coupled with frequent monitoring, a partial replacement, and a no-build alternative. The final preferred alternative is to replace the existing bridge with a modern structure that will be founded on a scour resistant foundation.

The Phase 2 portion of this contract comprises all the remaining Preliminary Engineering tasks that address any comments or direction provided by Caltrans during the field review meeting and support the completion of the Environmental Phase and Final Design of the project. The Final Design and Right of Way appraisal and acquisition tasks will begin upon approval of the NEPA Environmental document.

Following is a complete work breakdown for Phase 2 of the project.

EXHIBIT "A-1" (2/2)

	WILLDAN	APEX	WRECO	SYCAMORE ENV. INC.	BENDER ROSENTHAL	PE GRAND TOTAL COSTS
TASK 1 PROJECT MANAGEMENT	$10,317.04		$1,636.89	$4,784.35		$16,738.28
1.1 – Communication and Coordination	$3,333.20					$3,333.20
1.2 – Meetings	$1,484.06		$1,636.89	$4,784.35		$7,905.30
1.3 – Project Schedule	$333.32					$333.32
1.4 – Project Administration	$2,499.90					$2,499.90
1.6 – Federal Aid (Local Assistance)	$2,666.56					$2,666.56
TASK 2 RESEARCH AND SURVEYS	$2,844.32		$6,329.52			$9,173.84
2.1 – Utility Coordination	$2,844.32					$2,844.32
2.3 – Hydrology and Hydraulics			$6,329.52			$6,329.52
2.3.6 – Scour Analysis			$1,810.47			$1,810.47
2.3.7 – Bridge Design Hydraulic Study			$4,519.05			$4,519.05
TASK 3 ENVIRONMENTAL REVIEW			$13,187.53	$46,367.00		$59,554.53
3.3 – Technical Studies			$13,187.53	$22,370.00		$35,557.53
3.3.1 – Hazardous Waste Initial Site Assessments (ISA)						
3.3.1.1 – Initial Site Assessment (Phase 1)			$13,187.53			$13,187.53
3.3.5 – NES				$1,540.00		$1,540.00
3.3.8 – Biological Assessment & Section 7 Consultation				$12,575.00		$12,575.00
3.3.9 – Water Quality Assessment Memo				$3,867.00		$3,867.00
3.3.10 – Visual Impact Assessment Checklist				$2,157.00		$2,157.00
3.3.11 – Noise Study Memorandum				$2,231.00		$2,231.00
3.4 – NEPA/CEQA Documentation				$12,442.00		$12,442.00
3.4.1 – NEPA Documentation				$6,221.00		$6,221.00
3.4.2 – CEQA Documentation				$6,221.00		$6,221.00
3.5 – Environmental Permitting				$11,555.00		$11,555.00
TASK 5 PRELIMINARY ENGINEERING	$16,678.25					$16,678.25
5.1 – Basis of Design	$7,173.22					$7,173.22
5.2 – Roadway Geometric Approval Drawings and Bridge Advance Planning Studies	$5,688.12					$5,688.12
5.3 – Preliminary Roadway Design (30% Plans)	$3,816.91					$3,816.91
5.4 – Quality Control						
TASK 6 ENGINEERING	$116,809.82	$30,187.60				$146,997.42
6.1 – Draft 65% PS&E Submittal	$76,153.50	$30,187.60				$106,341.10
6.1.1 – 65% Roadway Plans	$25,460.80					$25,460.80
6.1.2 – 65% Bridge Plans	$39,203.22					$39,203.22
6.1.3 – 65% Construction Schedule, Quantities, Cost Estimate, and Specifications	$11,489.48					$11,489.48
6.1.4 – Bridge Independent Check		$30,187.60				$30,187.60
6.2 – 95% PS&E Submittal	$19,011.26					$19,011.26
6.2.1 – 95% Roadway Plans	$6,318.14					$6,318.14
6.2.2 – 95% Bridge Plans	$9,350.31					$9,350.31
6.2.3 – 95% Construction Schedule, Cost Estimate, and Specifications	$3,342.81					$3,342.81
6.3 – Final PS&E Submittal	$11,456.10					$11,456.10
6.4 – Residential Engineer's (RE) Pending File	$3,999.08					$3,999.08
6.5 – Quality Control	$6,189.88					$6,189.88
TASK 7 RIGHT OF WAY APPRAISAL AND ACQUISITION					$37,100.00	$2,500.00
7.1 – Prepare Right of Way Data Sheet/Estimate					$2,500.00	$2,500.00
TASK 8 BID PERIOD ASSISTANCE	$7,095.40					$7,095.40
8.1 Bid Period Assistance	$7,095.40					$7,095.40
Grand Total Cost	$163,744.83	$30,187.60	$21,153.94	$51,151.35	$37,100.00	$258,737.72

Figure 1 White Rock Road Bridge Replacement Phase 2 Cost Breakdown

(Not to Exceed ... $ 258,800.00)

EXHIBIT "B"

Addendum for Federally Funded Projects
(below $1,000,000)

CONTRACTOR: Willdan Engineering
Project: White Rock Rd Bridge 40C0062
****

In addition to, and notwithstanding, the requirements set forth in the Professional Services Agreement, CONTRACTOR agrees to the following:

1. CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to the COUNTY's operations, which are designated confidential by the COUNTY and made available to the CONTRACTOR in order to carry out this agreement, shall be protected by the CONTRACTOR from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by the COUNTY relating to this agreement, shall not authorize the CONTRACTOR to further disclose such information, or disseminate the same on any other occasion.

C. The CONTRACTOR shall not comment publicly to the press or any other media regarding this agreement or the COUNTY's actions on the same, except to the COUNTY's staff, CONTRACTOR's own personnel involved in the performance of this agreement, at public hearings or in response to questions from a Legislative committee.

D. The CONTRACTOR shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this agreement without prior review of the contents thereof by the COUNTY, and receipt of the COUNTY's written permission.

E. Any subcontract entered into as a result of this agreement shall contain all of the provisions of this Article.

2. PERFORMANCE PERIOD

A. This agreement shall go into effect contingent upon approval by the COUNTY, and the CONTRACTOR shall commence work after notification to proceed by the COUNTY. The agreement shall end on December 31, 2018 unless extended by agreement amendment.

B. The CONTRACTOR is advised that any recommendation for agreement award is not binding on the COUNTY until the agreement is fully executed and approved by the COUNTY.

3. CONFLICT OF INTEREST

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

B. The CONTRACTOR hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement.

C. Any subcontract in excess of $25,000 entered into as a result of this agreement, shall contain all of the provisions of this Article.

D. The CONTRACTOR hereby certifies that neither CONTRACTOR, nor any firm affiliated with the CONTRACTOR will bid on any construction agreement, or on any agreement to provide construction inspection for any construction project resulting from this agreement. An affiliated firm is one which is subject to the control of the same persons through joint-ownership, or otherwise.

E. Except for sub-CONTRACTORs whose services are limited to providing surveying or materials testing information, no sub-CONTRACTOR who has provided design services in connection with this agreement shall be eligible to bid on any construction agreement, or on any agreement to provide construction inspection for any construction project resulting from this agreement.

4. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. The CONTRACTOR agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter I, Part 31.000 et seq., shall be used to determine the allowable cost of individual items.

B. The CONTRACTOR also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C. Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONTRACTOR to the COUNTY.

D. All subcontracts in excess of $25,000 shall contain the above provisions.

5. ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONTRACTOR for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.

B. The specified rate to be paid for vehicle expense for CONTRACTOR's field personnel shall be as per the approved Cost Proposal.

C. The method of payment for this agreement, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. The COUNTY will reimburse CONTRACTOR for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONTRACTOR in performance of the work. CONTRACTOR will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by agreement amendment. In no event will CONTRACTOR be reimbursed for overhead costs at a rate that exceeds the COUNTY approved overhead rate set forth in the approved Cost Proposal. In the event the COUNTY determines that changed work from that specified in the approved Cost Proposal and agreement is required, the actual costs reimbursable by the COUNTY may be adjusted by agreement amendment to accommodate the changed work.

D. All subcontracts in excess of $25,000 shall contain the above provisions.

E. Use attached LAPM Exhibit 10-H for Cost Proposal Format. (Exhibit "C')

6. DEBARMENT AND SUSPENSION CERTIFICATION

A. The CONTRACTOR's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California that the CONTRACTOR has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she/it or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the COUNTY.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONTRACTOR responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

7. **EQUIPMENT PURCHASE**

A. Prior authorization, in writing, by the COUNTY shall be required before the CONTRACTOR enters into any unbudgeted purchase order, or subcontract exceeding $5,000 for supplies, equipment, or CONTRACTOR services. The CONTRACTOR shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service or consulting work not covered in the CONTRACTOR'S Cost Proposal and exceeding $5,000 prior authorization by the COUNTY three (3) competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this agreement is subject to the following: "The CONTRACTOR shall maintain an inventory of all non-expendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the COUNTY shall receive a proper refund or credit at the conclusion of the agreement. If the agreement is terminated, the CONTRACTOR may either keep the equipment and credit the COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale in accordance with established COUNTY procedures and credit the COUNTY in an amount equal to the sales price. If the CONTRACTOR elects to keep the equipment, fair market value shall be determined at the CONTRACTOR'S expense on the basis of a competent independent appraisal of such equipment.
Appraisals shall be obtained from an appraiser mutually agreeable to by the COUNTY and the CONTRACTOR, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the COUNTY.

D. All subcontracts in excess $25,000 shall contain the above provisions.

8. **FUNDING REQUIREMENTS**

A. It is mutually understood between the parties that this agreement may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the agreement were executed after that determination was made.

B. This agreement is valid and enforceable only if sufficient funds are made available to the COUNTY for the purpose of this agreement. In addition, this agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature or COUNTY governing board that may affect the provisions, terms, or funding of this agreement in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this agreement may be amended to reflect any reduction in funds.

D. The COUNTY has the option to void this agreement under the 30-day cancellation clause, or by mutual agreement to amend this agreement to reflect any reduction of funds.

9. NON DISCRIMINATION

A. During the performance of this agreement, the CONTRACTOR, for itself, its assignees and successors in interest agrees as follows:

B. Compliance with Regulations: The CONTRACTOR shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

C. Nondiscrimination: The CONTRACTOR, with regard to the work performed by it during this agreement shall not discriminate on the grounds of race, color or national origin, sex, age, and disability/handicap and low income in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, Section 21.5 of the Regulations, including employment practices when this agreement covers a program set forth in Appendix B of the Regulations.

D. Solicitations for Sub-CONTRACTORs, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by this agreement for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential sub-CONTRACTOR or supplier shall be notified by the CONTRACTOR of the CONTRACTOR's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap and low income.

E. Information and Reports: The CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the COUNTY or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the COUNTY, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

F. Sanctions for Noncompliance: In the event of the CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the COUNTY shall impose such sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the CONTRACTOR under this agreement until the CONTRACTOR complies, and/or

2. Cancellation, termination or suspension of this agreement, in whole or in part.

G. Incorporation of Provisions: The CONTRACTOR shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement as the COUNTY or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-CONTRACTOR or supplier as a result of such direction, the CONTRACTOR may request the COUNTY to enter into such litigation to protect the interests of the COUNTY and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

10. INSPECTION OF WORK

The CONTRACTOR and any sub-CONTRACTOR shall permit the COUNTY, the state, and the FHWA if federal participating funds are used in this agreement to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

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

A. The CONTRACTOR certifies to the best of his/her/its knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid, by-or-on behalf of the CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency; a member of Congress; an officer or employee of Congress, or an employee of a member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

C. The CONTRACTOR also agrees by signing this document that he/she/it shall require that the language of this certification be included in all lower-tier subcontracts which exceed $100,000, and that all such sub recipients shall certify and disclose accordingly

12. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

A. The CONTRACTOR warrants that this agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion to terminate the agreement without liability; to pay only for the value of the work actually performed, or to deduct from the agreement price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

13. REIMBURSEMENT OF TRAVEL & SUBSISTENCE

COUNTY agrees to pay pre-approved travel and subsistence expenses per the COUNTY's Travel Policy.

14. RETENTION OF RECORDS/AUDIT

A. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of this agreement pursuant to Government Code 8546.7; the CONTRACTOR, subcontractors, and the COUNTY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this agreement, including but not limited to, the costs of administering this agreement. All parties shall make such materials available at their respective offices at all reasonable times during the agreement period and for three years from the date of final payment under this agreement. The state, the State Auditor, COUNTY, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the CONTRACTOR that are pertinent to this agreement for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

B. Subcontracts in excess of $25,000 shall contain this provision.

15. STATE PREVAILING WAGE RATES

A. The CONTRACTOR shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all federal, state, and local laws and ordinances applicable to the work.

B. Any subcontract entered into as a result of this agreement if for more than $25,000 for public works construction or more than $15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

16. AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this agreement that is not disposed of by agreement, shall be reviewed by the COUNTY's project manager.

B. Not later than 30 days after issuance of the final audit report, CONTRACTOR may request a review by the COUNTY of unresolved audit issues. The request for review shall be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by the COUNTY will excuse CONTRACTOR from full and timely performance in accordance with the terms of this contract.

D. CONTRACTOR and sub-CONTRACTOR agreements, including cost proposals and Indirect Cost Rates (hereinafter "ICR"), are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONTRACTOR's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The agreement, cost proposal, and ICR shall be adjusted by CONTRACTOR and approved by the COUNTY project manager to conform to the audit or review recommendations. CONTRACTOR agrees that individual terms of costs identified in the audit report shall be incorporated into the agreement by this reference if directed by the COUNTY at its sole discretion. Refusal by CONTRACTOR to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of agreement terms and cause for termination of the agreement and disallowance of prior reimbursed costs.

17. STATEMENT OF COMPLIANCE

A. The CONTRACTOR's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that the CONTRACTOR has, unless exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this agreement, the CONTRACTOR and its sub-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 CONTRACTOR and sub-CONTRACTORs shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The CONTRACTOR and sub-CONTRACTORs shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated under the (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 CONTRACTOR and its sub-CONTRACTORs shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

C. The CONTRACTOR shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. The CONTRACTOR, with regard to the work performed by it during this agreement, shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of sub-CONTRACTORs, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices, when this agreement covers a program whose goal is employment.

18. SUBCONTRACTING

A. The CONTRACTOR shall perform the services with resources available within its own organization; and no portion of the work pertinent to this agreement shall be subcontracted without written authorization by the COUNTY, except that which is expressly identified in the approved Cost Proposal.

B. Any subcontract in excess of $25,000 entered into as a result of this agreement, shall contain all the provisions stipulated in this agreement to be applicable to subcontractors.

C. Any substitution of sub-CONTRACTORs must be approved in writing by the COUNTY.

19. SAFETY

A. The CONTRACTOR shall comply with OSHA regulations applicable to the CONTRACTOR regarding necessary safety equipment or procedures. The CONTRACTOR personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Section 591 of the Vehicle Code, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. The CONTRACTOR shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The CONTRACTOR shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this agreement, shall contain all of the provisions of this Article.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by and through their respective authorized officers:

(END OF ADDENDUM)

COST PROPOSAL

Date 20-Apr-17

Project White Rock Road over Deadman Creek (40C-0062)

Consultant Willdan Engineering

DIRECT LABOR

Classification	Name	Billing Range	Hours	@	Initial Hourly Rate	Total
Project Manager	Gary Gordon	$43 - $63	79	@	$53.16	$4,199.86
Principal In Charge	Newton Armstrong	$53 - $73	4	@	$63.42	$253.69
Sr. Bridge Engineer II	TBD	$35 - $45	158	@	$40.05	$6,327.76
Associate Bridge Engineer	TBD	$20 - $30	281	@	$23.26	$6,537.16
Sr. Civil Engineer III	TBD	$32 - $42	231	@	$37.16	$8,584.49
Senior Designer I	TBD	$25 - $35	152	@	$29.85	$4,537.35
Sr. Design Manager	TBD	$35 - $45	52	@	$39.45	$2,051.20
				@		$0.00
				@		$0.00
				@		$0.00
				@		$0.00
				@		$0.00
					Subtotal Direct Labor Costs	$32,491.51
					Anticipated Salary Increases	$1,624.58
					Total Direct Labor Cost	$34,116.09

	Rate	Total				
FRINGE BENEFITS	27.18%	$9,272.75	**Total Fringe Benefits**			$9,272.75
INDIRECT COSTS						
Overhead / General and Administrative	144.24%	$49,209.05				
			Total Indirect Costs			$49,209.05
FEE (PROFIT)	10%		**Total Fee (Profit)**			$9,259.79
OTHER COSTS						
Travel		$800				
Equipment and Supplies (Itemize)						
Other Direct Costs						
			Total Other Costs			$800.00
WILLDAN SUBTOTAL	($102,657.18 + $51,087.19)					$153,744.87
SUBCONTRACTOR COSTS						
(Attach detailed cost estimate for each subcontractor)			**Total Subcontractor Costs**			$104,992.87
($51,151.35 + $30,187.60 + $21,153.91 + $2,500)						
					TOTAL COST	$258,737.74

COST PROPOSAL

Date 20-Apr-17

Project White Rock Road over Deadman Creek (40C-0062)

Consultant Willdan Engineering (PARS)

DIRECT LABOR

Classification	Name	Billing Range	Hours	@	Initial Hourly Rate	Total
QA/QC	Terry Abbott	$85 to $125	30	@	$125.75	$3,772.45
Designer II	TBD	$55 to $95	340	@	$93.98	$31,952.86
				@		$0.00
				@		$0.00
				@		$0.00
				@		$0.00
				@		$0.00
				@		$0.00
				@		$0.00
				@		$0.00
				@		$0.00
				@		$0.00
				@		$0.00
					Subtotal Direct Labor Costs	$35,725.31
					Anticipated Salary Increases	$0.00
					Total Direct Labor Cost	$35,725.31

	Rate	Total		
FRINGE BENEFITS		$0.00	**Total Fringe Benefits**	$0.00
INDIRECT COSTS				
Overhead / General and Administrative	30.00%	$10,717.59		
			Total Indirect Costs	$10,717.59
FEE (PROFIT)	10%		**Total Fee (Profit)**	$4,644.29
OTHER COSTS				
Travel				
Equipment and Supplies (Itemize)				
Other Direct Costs				
			Total Other Costs	$0.00
SUBCONTRACTOR COSTS				
(Attach detailed cost estimate for each subcontractor)			**Total Subcontractor Costs**	
			TOTAL COST	$51,087.19

COST PROPOSAL

Date 20-Apr-17

Project White Rock Road over Deadman Creek (40C-0062)

Consultant Sycamore Environmental

DIRECT LABOR

Classification	Name	Billing Range	Hours	@	Initial Hourly Rate	Total
Consulting Planner	Jeff Little	$135.00-$143.22	96.47	@	$49.42	$4,767.38
Principal Scientist	Jessie Quinn	$130.00-137.92	223.65	@	$44.19	$9,883.09
Senior Planner II	Various	$105.00-$111.39	0.00	@	$44.19	$0.00
Senior Biologist	Various	$95.00-$100.79	0.00	@	$42.55	$0.00
Associate Biologist III	Various	$85.00-$90.18	145.78	@	$34.37	$5,010.46
Associate Biologist II	Various	$105.00-$111.39	0.00	@	$31.10	$0.00
Associate Biologist II	Various	$95.00-$100.79	0.00	@	$31.10	$0.00
Associate Biologist I	Various	$85.00-$90.18	111.00	@	$27.82	$3,088.02
CAD/GIS Operator II	Various	$100.00-$106.09	90.00	@	$34.79	$3,131.10
Principal QA/QC	Various	$100.00-$106.09	9.00	@	$35.02	$315.18
Administrative II	Various	$107.00-$113.52	44.00	@	$24.23	$1,066.12
				@		$0.00
						$0.00
					Subtotal Direct Labor Co	$27,261.36
					Anticipated Salary Increc	$0.00
					Total Direct Labor Cost	$27,261.36

	Rate	Total		
FRINGE BENEFITS	62.64%	$17,076.51	**Total Fringe Benefits**	$17,076.51
INDIRECT COSTS				
Overhead / General and Administrative	122.37%	$33,359.72		
			Total Indirect Costs	$33,359.72
FEE (PROFIT)	10%		**Total Fee (Profit)**	$7,769.76
OTHER COSTS				
Travel/Mileage		$1,086		
Other Direct Costs		$770		
			Total Other Costs	$1,856.00
SUBCONTRACTOR COSTS				
Bumgardner Biological	Early Evaluation for SJKF		**Total Subcontractor Costs**	$1,540.00
Francis Heritage, LLC			**Total Subcontractor Costs**	$7,165.00
			TOTAL COST	$96,028.35
		PHASE 1 TOTAL (Previously Awarded)		$44,877.00
			PHASE 2 TOTAL COST **	$51,151.35

**Phase 1 Total (Previously Awarded) are not funded as part of Phase 2

COST PROPOSAL

Date 20-Apr-17

Project White Rock Road over Deadman Creek (40C-0062)

Consultant APEX

DIRECT LABOR

Classification	Name	Billing Range	Hours	@	Initial Hourly Rate	Total
Principal	Patricia Preston		140	@	$68.95	$9,653.00
Senior Engineer	Mark Carey		40	@	$61.00	$2,440.00
				@		$0.00
				@		$0.00
				@		$0.00
				@		$0.00
				@		$0.00
				@		$0.00
				@		$0.00
				@		$0.00
				@		$0.00
				@		$0.00
					Subtotal Direct Labor Costs	$12,093.00
					Anticipated Salary Increase	$0.00
					Total Direct Labor Cost	$12,093.00

	Rate	Total		
FRINGE BENEFITS		$0.00	**Total Fringe Benefits**	$0.00
INDIRECT COSTS				
Overhead / General and Administrative	125.43%	$15,168.46		
			Total Indirect Costs	$15,168.46
FEE (PROFIT)	10%		**Total Fee (Profit)**	$2,726.15
OTHER COSTS				
Travel				
Equipment and Supplies (Itemize)				
Other Direct Costs		$200		
			Total Other Costs	$200.00
SUBCONTRACTOR COSTS				
(Attach detailed cost estimate for each subcontractor)			**Total Subcontractor Costs**	$0.00
			TOTAL COST	$30,187.60

COST PROPOSAL

Date 20-Apr-17

Project White Rock Road over Deadman Creek (40C-0062)

Consultant WRECO

DIRECT LABOR

Classification	Name	Billing Range	Hours	@	Initial Hourly Rate	Total
Principal Engineer			5	@	$86.82	$434.11
Senior Geotechnical Engineer			2	@	$69.07	$138.14
Senior Geologist			10	@	$62.16	$621.61
Associate Engineer			40	@	$45.80	$1,832.16
Staff Geologist			60	@	$33.79	$2,027.66
Clerical/Tech Editor			3	@	$24.90	$74.69
Senior Hydraulic Engineer			16	@	$48.88	$782.01
Associate Hydraulic Engineer			18	@	$41.55	$747.84
Staff Hydaulic Engineer			32	@	$35.32	$1,130.31
Senior Technician				@	$37.39	$0.00
Clerical/Tech Editor			2	@	$29.10	$58.20
				@		$0.00
					Subtotal Direct Labor Costs	$7,846.72
					Anticipated Salary Increase	$0.00
					Total Direct Labor Cost	$7,846.72

	Rate	Total		
FRINGE BENEFITS	70.89%	$5,562.54	**Total Fringe Benefits**	$5,562.54
INDIRECT COSTS				
Overhead / General and Administrative	58.84%	$4,617.01		
			Total Indirect Costs	$4,617.01
FEE (PROFIT)	10%		**Total Fee (Profit)**	$1,802.63
OTHER COSTS				
Travel and Per Diem		$250		
Office Misc. & Reproductions		$225		
EDR Database Search		$850		
			Total Other Costs	$1,325.00
SUBCONTRACTOR COSTS				
(Attach detailed cost estimate for each subcontractor)			**Total Subcontractor Costs**	$0.00
			TOTAL COST	$21,153.91

COST PROPOSAL

Date 20-Apr-17

Project White Rock Road over Deadman Creek (40C-0062)

Consultant Bender Rosenthal Inc.

DIRECT LABOR

Classification	Name	Billing Range	Hours	@	Initial Hourly Rate	Total
Sr Project Manager	Brenda Schimpf	$67 - $87	0	@	$77	$0.00
Sr ROW Specialist	Mike Lahodny	$55 - $75	16	@	$65	$1,041.60
Admin Support	TBD	$19 - $29	3	@	$24	$72.10
				@		$0.00
				@		$0.00
				@		$0.00
				@		$0.00
				@		$0.00
				@		$0.00
				@		$0.00
				@		$0.00
				@		$0.00
				@		$0.00
					Subtotal Direct Labor Costs	$1,113.70
					Anticipated Salary Increase	$0.00
					Total Direct Labor Cost	$1,113.70

	Rate	Total		
FRINGE BENEFITS	64.80%	$721.68	**Total Fringe Benefits**	$721.68
INDIRECT COSTS				
Overhead / General and Administrative	39.27%	$437.35		
			Total Indirect Costs	$437.35
FEE (PROFIT)	10%		**Total Fee (Profit)**	$227.27
OTHER COSTS				
Travel				
Equipment and Supplies (Itemize)				
Other Direct Costs (Aerial Imagery)				
			Total Other Costs	$0.00
SUBCONTRACTOR COSTS				
(Attach detailed cost estimate for each subcontractor)			**Total Subcontractor Costs**	$0.00
			TOTAL COST	$2,500.00

MARIPOSA COUNTY

Public Works · (209) 966-5356

RESOLUTION - ACTION REQUESTED 2016-114

MEETING: March 8, 2016

TO: The Board of Supervisors

FROM: Tony Stobbe, Public Works Director

RE: Approve the Second Amendment with Willdan Engineering for Bridge No. 40C0062, Time Extension

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RECOMMENDATION AND JUSTIFICATION:
Approve the Second Amendment With Willdan Engineering Extending the Term of the Agreement to December 31, 2017, for Bridge Design of the Bridge on White Rock Road Over Deadman Creek (Bridge No. 40C0062, Contract No. 14-014), and Authorize the Board of Supervisors Chair to Sign the Amendment. Due to unforeseen delays, it is necessary to extend the terms of the Agreement in order to allow sufficient time for the contracted work to be completed.

Willdan Inc. is providing project management, topographic survey and right-of-way mapping, geotechnical engineering, hydraulics, preliminary engineering, environmental surveys, and constraints mapping for the bridges.

The Federal Highway Administration administers the Federal Highway Bridge Program as part of the current Federal Transportation Bill, MAP-21. Caltrans manages the program in the State of California.

Under current regulations 100% of the cost of these contracts, and the staff time necessary for Public Works to manage them, are reimbursable from the Highway Bridge Program.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On January 6, 2015 Resolution #2015-15 authorized to extend the date of completion of the Agreement to December 31, 2015.

On October 15, 2013 Resolution #2013-460 authorized Public Works to enter into three Agreements with Willdan Engineering for bridge design work on White Rock Road over Deadman Creek.

On May 28, 2013 the Board approved a Program Supplement with Caltrans for these bridges.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the Second Amendment; the contractor would not be able to continue

with the project.

FINANCIAL IMPACT:
No Finacial Impact

ATTACHMENTS:
2nd amdmt Willdan 40C0062 (PDF)
1st amdmt Willdan 40C0062 (PDF)
Contract Willdan 40C0062 (PDF)

CAO RECOMMENDATION
Requested Action Recommended

Mary Hodson
Mary Hodson, CAO 3/3/2016

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Merlin Jones, District II Supervisor
AYES: Smallcombe, Jones, Long, Cann, Carrier

RES. NO. 16-114

SECOND AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT is made and entered into this 2nd day of February 2016, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County"** and Willdan Engineering, hereinafter referred to as **"Consultant"**.

WHEREAS, the **County** and **Consultant** have heretofore entered into an Agreement dated October 15, 2013, wherein **Consultant** agreed to provide bridge design services for White Rock Road over the Deadman Creek Bridge (40C0062) ; and

WHEREAS, County and **Consultant** entered into the First Amendment dated January 6, 2015 to extend the completion date of this agreement.

WHEREAS, County and **Consultant** desire to amend said Agreement extending the date of completion to December 31, 2017.

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

1. Paragraph 1.01 "Agreement Term" is hereby amended to extend the date of completion December 31, 2017.

2. Except as herein amended, the Agreement dated October 15, 2013, together with the First Amendment dated January 6, 2015 extending the date of completion to December 31, 2015 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:

3-9-16
JOHN CARRIER, Chair (Date)
Mariposa County Board of Supervisors

CONSULTANT:
Willdan Engineering

1/15/2016
(Signature) (Date)
NEWTON ARMSTRONG

APPROVED AS TO FORM:

3-9-16
STEVEN W. DAHLEM (Date)

ATTEST:

3-9-16
Rene LaRoche (Date)

MARIPOSA COUNTY

Public Works · (209) 966-5356

RESOLUTION - ACTION REQUESTED 2015-15

MEETING: January 6, 2015

TO: The Board of Supervisors 3 Amendments

FROM: Doug Wilson, Interim Public Works Director

RE: Approve the First Amendment with Willdan Engineering

RECOMMENDATION AND JUSTIFICATION:
Approve Three First Amendments With Willdan Engineering Extending the Terms of Three Agreements to December 15, 2015, for Bridge Design for Bridges on White Rock Road Over Deadman Creek (Bridge No. 40C0062, Contract No. 14-014)), Indian Gulch Road Over Bear Creek (Bridge No. 40C0059, Contract No. 14-015), and Old Toll Road Over Bear Creek (Bridge No. 40C0057, Contract No. 14-016). Due to unforeseen delays, it is necessary to extend the terms of the Agreements in order to allow sufficient time for the contracted work to be completed. The original term of the Agreements expired on December 31, 2014.

Willdan Inc. is providing project management, topographic survey and right-of-way mapping, geotechnical engineering, hydraulics, preliminary engineering and environmental surveys and constraints mapping for the bridges.

The Federal Highway Administration administers the Federal Highway Bridge Program as part of the current Federal Transportation Bill, MAP-21. Caltrans manages the program in the State of California.

Under current regulations 100% of the cost of these contracts, and the staff time necessary for Public Works to manage them, are reimbursable from the Highway Bridge Program.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On October 15, 2013 Resolution #2013-460 authorized Public Works to enter into three Agreements with Willdan Engineering for bridge design work on White Rock Road over Deadman Creek, Indian Gulch Road over Bear Creek, and Old Toll Road over Bear Creek.

On May 28, 2013 the Board approved a Program Supplement with Caltrans for these three bridges.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the three First Amendment; the contractor would not be able to

continue with the projects.

FINANCIAL IMPACT:
No financial impact-date extension only

ATTACHMENTS:
Willdan Engr-First Amendment and Contract (Indian Gulch Rd) (PDF)
Willdan Engr-First Amendment and Contract (Old Toll Rd) (PDF)
Willdan Engr-First Amendment and Contract (White Rock Rd) (PDF)

CAO RECOMMENDATION

Mary Hodson
Mary Hodson, Interim CAO 12/30/2014

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor-Elect
SECONDER: John Carrier, District V Supervisor
AYES: Smallcombe, Long, Jones, Cann, Carrier

RES. NO. 15-15

FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT is made and entered into this 6th day of January, 2015, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County"** and Willdan Engineering, hereinafter referred to as **"Consultant"**.

WHEREAS, the **County** and **Consultant** have heretofore entered into an Agreement dated October 15, 2013, wherein **Consultant** agreed to provide bridge design services for White Rock Road over the Deadman Creek Bridge (Bridge No. 40C0062); and,

WHEREAS, County and **Consultant** desire to amend said Agreement extending the date of completion to December 31, 2015; and,

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

1. Paragraph 1.01 "AGREEMENT TERM" is hereby amended to extend the date of completion to December 31, 2015.
2. Except as herein amended, the Agreement dated October 15, 2013, 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:
Department of Public Works

Merlin Jones
MERLIN JONES, Chair
Mariposa County Board of Supervisors

1-6-15
(Date)

CONTACTOR:
Willdan Engineering

(Signature)

12-15-14
(Date)

APPROVED AS TO FORM

Steven W. Dahlem
STEVEN W. DAHLEM
County Counsel

1-6-15
(Date)

ATTEST:

Rene' LaRoche
Rene LaRoche
Clerk of the Board of Supervisors

1-6-15
(Date)

MARIPOSA COUNTY

Public Works · (209) 966-5356

RESOLUTION - ACTION REQUESTED 2013-460

MEETING: October 15, 2013

3 Agreements
agreement 3

TO: The Board of Supervisors

FROM: Peter Rei, Public Works Director

RE: Approve Three Professional Agreements with Willdan Engineering for Bridge Design Services

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RECOMMENDATION AND JUSTIFICATION:
Approve Three Professional Agreements with Willdan Engineering for Bridge Design for Bridges on White Rock Road over Deadman Creek (Bridge No. 40C0062, Contract No. 14-014), Indian Gulch Road over Bear Creek (Bridge No. 40C0059, Contract No. 14-015) and Old Toll Road over Bear Creek (Bridge No. 40C0057, Contract No. 14-016) In The Not-to-Exceed Amount of $152,816 for Contract No. 14-014, $225,600 for Contact No. 14-015 and $224,760 for Contract No. 14-016, and Authorize the Board of Supervisors Chair to Sign the Agreements.

Willdan Inc. will provide project management, topographic survey and right-of-way mapping, geotechnical engineering, hydraulics, preliminary engineering and environmental surveys and constraints mapping for both bridges.

The Federal Highway Administration administers the Federal Highway Bridge Program as part of the current Federal Transportation Bill, MAP-21. Caltrans manages the program in the State of California.

Under current regulations 100% of the cost of these contracts, and the staff time necessary for Public Works to manage them, are reimbursable from the Highway Bridge Program.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On May 28, 2013 the Board approved a Program Supplement with Caltrans for these three bridges.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board could choose not to approve these contracts which would mean that the bridges would not be replaced.

FINANCIAL IMPACT:

new folder 2

Funding is allocated in fund 512. White Rock Bridge, 512-1312-182-0656; Indian Gulch Bridge, 512-+1312-782-0652; and Old Toll Bridge, 512-1312-782-0651.

ATTACHMENTS:
White Rock Bridge E-76 Allocation (PDF)
Indian Gulch Bridge E-76 Allocation (PDF)
Old Toll Rd Bridge E-76 Allocation (PDF)
Willdan Engineering-Deadman Creek Bridge (14-014) (PDF)
Willdan Engineering-Bear Creek Bridge (14-015) (PDF)
Willdan Engineering-Bear Creek Bridge (14-016) (PDF)

CAO RECOMMENDATION
Requested Action Recommended

Rick Benson, County Administrative Officer 10/2013

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: John Carrier, District V Supervisor
SECONDER: Merlin Jones, District II Supervisor
AYES: Lee Stetson, Merlin Jones, Kevin Cann, John Carrier
EXCUSED: Janet Bibby

RES. NO. 2013-460

14-016

PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT is made this 15th day of October, 2013 between:

COUNTY: Mariposa County Department of Public Works
4639 Ben Hur Road
Mariposa, CA 95338

and

CONTRACTOR: Willdan Engineering
2014 Tulare Street, Suite 515
Fresno, CA 93721

ARTICLE 1. TERM OF AGREEMENT

1.01 Agreement Term: This Agreement shall become effective on October 15, 2013, and shall terminate on December 31, 2014, unless terminated in accordance with the provisions of Article 7 of this Agreement.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

2.01 Independent Contractor: It is the express 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.

2.02 Contractor Qualifications: Contractor represents that it has the necessary competence, experience and qualifications for the services to be performed.

2.03 Agreement Management: Contractor shall report to the Public Works Director who will review the activities and performance of the Contractor and administer this Agreement.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

3.01 Scope of Services: . Contractor agrees to provide services to the Department of Public Works per the scope of work attached hereto. Willdan Engineering will provide Project Management as desctibe on Exhibit "A" attached for Old Toll Road over the Bear Creek Bridge.

3.02 Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.

3.03 Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Agreement. County may not control, direct, or supervise Contractor's responsibility for assistants or employees in the performance of those services. Contractor assumes full performance of those services. Contractor assumes full and sole responsibility for the payment of all compensation and expenses of such assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

ARTICLE 4. COMPENSATION

4.01 Compensation: In consideration for the services to be performed by Consultant, County agrees to pay Consultant in proportion to the services satisfactorily performed with a not to exceed amount of **$224,760**. Items designated as "time and materials", the consultant shall be paid, and reimbursed for costs, a total sum not to exceed the amount shown in Exhibit "A" attached hereto. In the event payments equal the "not to exceed" amount, Consultant shall complete all services required under this agreement without further compensation or cost reimbursement.

[ ] Total sum to be paid upon completion of services,
or
[x] Incremental payments based on the following schedule:
Submittal of monthly invoices

4.02 Invoices: Contractor shall submit detailed invoices for all services being rendered from the Contractor to the County. All invoices shall reference contract number.

4.03 Date for Payment of Compensation: County will endeavor to make payment within 45 days of invoices being submitted from the Contractor to the County, and approval and acceptance of the work by the County.

4.04 Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of equipment provided by Contractor, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

5.01 Tools and Instrumentalities: Contractor will supply all tools and instrumentalities, required to perform the services under this Agreement. Contractor is not required to purchase or rent any tools, equipment or services from County. County shall not provide working space, supplies, materials or other such support to Contractor in the performance of the services and tasks as described herein.

5.02 Indemnification: Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, to the extent caused by the negligent performance of services by Contractor or Contractor's assistants, employees or agents, including all claims relating to the injury or death of any

person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of One Million Dollars ($1,000,000) or an amount as otherwise determined appropriate by the County Risk Manager to cover such claims. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. Acceptance by County of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

5.03 General Liability and Automobile Insurance: During the term of this Agreement Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least $1,000,000 combined limit for bodily injury and property damage; provided that the County, its officers, employees, volunteers and agents are to be named additional insureds under the policies, and that the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or the named insureds will be called on to cover a loss covered hereunder. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.

5.04 Professional Liability Coverage: Contractor shall provide proof of professional liability coverage satisfactory to County prior to commencing work under the Agreement.

5.05 Certificate of Insurance: Contractor shall complete and file with the County prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth in paragraphs 5.02, 5.03 and 5.04 above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to County prior to the effective date of such cancellation.

5.06 Workers' Compensation: During the term of this Agreement Contractor agrees to provide workers' compensation insurance for Contractor's employees and agents and agrees to hold harmless and indemnify County for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.

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

5.08 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.

5.09 Records: It is understood and agreed that all plans, studies, specifications, and data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Agreement shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the County and are not necessarily suitable for any future or other use. Contractor shall maintain such records for a minimum of three (3) years or as otherwise required by law.

5.10 Contractor's Books and Records: Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.

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

ARTICLE 6. OBLIGATIONS OF COUNTY

6.01 Cooperation of County: County agrees to comply with all reasonable requests of Contractor and provide access as allowed by law to all documents reasonably necessary to the performance of Contractor's duties under this Agreement.

6.02 Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by County without the prior written consent of Contractor.

ARTICLE 7. TERMINATION OF AGREEMENT

7.01 Termination Occurrence of Stated Events: This Agreement shall terminate automatically on the occurrence of any of the following events:
1. Bankruptcy or insolvency of Contractor;
2. Death of Contractor.

7.02 Termination by County for Default of Contractor: Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at County's option, may terminate this Agreement by giving written notification to Contractor.

7.03 Termination for Convenience of County: County may terminate this Agreement at any time by mailing a notice in writing to Contractor that the Agreement is terminated. Said Agreement shall then be deemed terminated and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

7.04 Termination of Funding: The parties acknowledge that the nature of government finance is unpredictable, and that the rights and obligations set forth in this Agreement are necessarily contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Agreement and all obligations of County arising from this Agreement shall be immediately discharged. County agrees to inform Contractor no later than thirty (30) calendar days after County determines, in its sole judgment, that funding will be terminated and the final date for which funding will be available.

ARTICLE 8. GENERAL PROVISIONS

8.01 Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

8.02 Entire Agreement of the Parties: This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged and approved by the County as provided herein or as otherwise required by law.

8.03 Partial Invalidity: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

8.04 Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

8.05 Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. No discrimination shall be made by Contractor in the employment of persons who work under this Agreement because of race, color, national origin, ancestry, disability, sex or religion of such person.

8.06 Waiver: In the event that either County or Contractor shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation.

8.07 Governing Law: This Agreement and all matters relating to it shall be governed by the laws of the State of California and County of Mariposa and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Mariposa.

Executed at Mariposa, California, on the date and year first above written.

COUNTY:
Departmemt of Public Works

LEE STETSON, Chairman
Mariposa County Board of Supervisors

10-15-13
Date:

CONTRACTOR:
Willdan Engineering

(Signature)

9/27/2013
Date:

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

10/15/13
Date:

APPROVED BY:

PETER M. REI, PE
Public Works Director

10/7/13
Date:

WORK PLAN

September 2013

Following is a complete work breakdown for phase 1 of the project.

The following conventions are noted. Where the subject is implied, it shall be assumed to refer to the Willdan. Use of the word, "County", shall refer to the County Contract Manager. Unless otherwise noted, it shall be assumed that Willdan shall provide separate deliverables for each bridge site. Where a task is labeled "CONTINGENT", Willdan shall not commence work until a separate notice to proceed has been issued by the County.

TASK 1 PROJECT MANAGEMENT

1.1 COMMUNICATIONS AND COORDINATION

Willdan shall maintain frequent contact with the County, stakeholders, and task leaders to keep the lines of communication open and to facilitate and ensure successful project delivery. Willdan shall:

- Establish and implement a project document/correspondence management and distribution system to assure that information flows between all parties of the Project as intended.
- Maintain a project contact list with names and contact information for all interested parties.
- Develop and maintain a project document retention system, which shall be transferred to the County upon Project completion or contract termination. Said system shall catalog and retain all significant project correspondence and work products in their native format.

1.2 MEETINGS

Willdan shall organize, schedule, and chair meetings as necessary to provide progress updates, coordinate between technical disciplines, and facilitate overall project communication. For each meeting, Willdan shall prepare meeting agendas and minutes for all meetings. The agendas are to be submitted to the County for review five (5) working days prior to the meeting. The minutes shall be distributed to all attendees and everyone who was invited within five (5) working days after the meeting. The minutes shall include, but not be limited to, a list of attendees with phone numbers and email, a synopsis of discussion items, any pertinent information, action items, and follow-up to action items. The following meetings are anticipated for this project.

PDT Meetings: The project development team (PDT) meetings will serve as the primary forum for reviewing the status of the project and identifying and resolving project issues. Attendees will include the Willdan's Project Manager, and task leads as needed, County and Caltrans staff and other

stakeholders as necessary. Throughout the anticipated duration of the project design phase, Willdan shall attend and facilitate up to three (3) PDT meetings.

Technical Coordination Meetings: Willdan shall coordinate technical and/or environmental specific issues with the County, Caltrans and others through meetings and correspondence. Willdan shall prepare for and facilitate up to two (2) technical meetings, as needed. Willdan shall also be available to attend and present information, as needed, at the County's Board of Supervisors meeting. Prepare special exhibits to illustrate the design concept and project limits at the appropriate design stages.

Public Hearings: Willdan shall facilitate the County's public hearings specifically required for NEPA and CEQA compliance.

Deliverable(s):

Meeting notices, agendas, special exhibits and minutes

1.3 PROJECT SCHEDULE

To identify and manage the Project critical path, Willdan shall prepare a detailed project baseline schedule based on a work breakdown structure that will include tasks of parties involved in the Project and will take into account agency staff review time. The schedule shall include the following information:

- Task dependencies as predecessors and successors;
- Anticipated task durations with beginning and end dates; and
- Critical path with milestones.

Willdan shall routinely update the schedule to manage/monitor work progress as the Project progresses. Updates shall be provided to the County on a monthly basis.

Deliverable(s):

Project Schedule (baseline and monthly thereafter in digital format only)

1.4 PROJECT ADMINISTRATION

Willdan shall monitor and control the effort and progress of the work as follows:

- ***Monitor subconsultant progress and review/approve invoices:*** Willdan shall track the work progress of the proposed subconsultants and review their invoices for format and content compliance.
- ***Prepare monthly progress reports and client invoices:*** During the term of the agreement, Willdan shall be responsible for reporting progress to the County on a regular basis and as

necessary to keep the Project schedule up to date and the Project team "on the same page." Willdan shall submit a monthly Progress Report to accompany invoices. The reports will generally include a narrative on work accomplished during the reporting period; work planned for the next reporting period; information/decisions required to maintain the Project schedule and complete deliverables; problems encountered that may affect the schedule, budget, and anticipated work items; and recommendations to resolve issues. This report can be customized and formatted to best suit the needs of the County.

Deliverable(s):

Monthly progress reports (digital format only)

1.5 QUALITY CONTROL

Willdan shall establish and implement a process to ensure that all deliverables (including draft) are complete and accurate, including but not limited to, ensuring that design calculations are independently checked and that exhibits and plans are checked, corrected and back-checked. Willdan shall review subconsultant submittals to ensure that appropriate background information, study methodology, interpretation of data, format and content are completed in accordance with the scope of work and applicable standards. Transmittals for all deliverables shall include the name(s) and contact information of the person(s) involved in ensuring quality deliverables.

Deliverable(s):

Document transmittals with QC reviewer contact information

1.6 FEDERAL AID (LOCAL PROGRAMS) ASSISTANCE

Willdan will closely coordinate with the County and Caltrans District 10 Local Programs staff throughout the design phase of the project. Willdan will provide assistance with preparing and processing the required Federal forms for authorizing and allocating HBP funds for the project. Willdan will prepare the forms for the County's signature, and after the County has signed each form, Willdan will forward the forms to the appropriate Caltrans staff member and follow up with phone calls or meetings as required to verify the forms have been accepted, processed, and approved.

Deliverable(s):

Federal Aid (Local Assistance Programs) Forms:

Exhibit No.	Form Name	Needed Prior to Advertising
LAPM 3-B	Request for Authorization to Proceed with R/W	Yes
LAPM 3-E	Request for Authorization to Proceed Data Sheets (x2)	Yes
LAPM 3-O	Completed Finance Letter (x3)	Yes

LAPM 12-A	Preliminary Estimate of Cost	Yes
LAPM 12-C	PS&E Certification	Yes
LAPM 12-D	PS&E Checklist	Yes
LAPM 14-D	Utility Notification	Yes
LAPG 6-A	HBP Application/Scope Definition (Revised)	N/A
LAPG 6-D	HBP Scope/Cost/Schedule Change Request	N/A

TASK 2 ENGINEERING STUDIES

2.1 UTILITY COORDINATION

Reserved

2.2 SURVEY, RESEARCH AND MAPPING

Review Background Information and Research

Willdan will obtain and review the available existing as-built plans, photos, reports, assessor maps, topography, and any other pertinent data from available sources for the project area from the County and other sources. We will perform a field review of the project area and document our findings in writing and with digital photographs.

2.2.1 UTILITY RESEARCH AND MAPPING

Reserved

2.2.2 SURVEYS AND BASE MAPPING

Willdan will utilize our subconsultant, Golden State Surveying Engineering, to perform survey services for this project. To obtain the information necessary for the hydrologic and hydraulic modeling efforts, aerial mapping supplemented with detailed topographic surveys at the bridge sites will be utilized. The survey effort will consist of:

2.2.3. PROJECT CONTROL-NET

- Establish aerial photo control.
- Horizontal control (section corners, property corners, etc.) CCS83 coordinate system.
- Vertical control (benchmarks, temporary benchmarks, etc.) NAVD88 vertical datum.

2.2.4. AERIAL PHOTOGRAMMETRY

- Determine flight and photography.
- Digital mapping (1-ft contour intervals, spot elevations, planimetrics, DTM, etc.)
- Map compilation to produce a complete topographic base map (1"=40').
- Rectified digital orthophotos (1"=40').

2.2.5. LAND-NET RECOVERY (SUFFICIENT TO ESTABLISH RIGHT OF WAY)

- Land survey retracement (lateral section corners, block corners, etc.).
- Record data search (County record maps, Caltrans maps, deeds, etc.).
- Map compilation to produce a complete land-net base map
- Perform monument reestablishment and perpetuation.

2.2.6. SUPPLEMENTAL SURVEYS

- Obtain details at conform areas, intersections and existing bridges.
- Obtain drainage details that are not visible in aerial photogrammetry.
- Map compilation to produce a complete topographic base map (1"=40').
- Trees greater than 4-inch diameter and the species shall be noted.
- 10 Channel Cross Sections upstream and 5 downstream.

Deliverable(s):
Research (Parcel Map, Record of Survey, as-built plans, deeds, APN maps, etc.)
Prepare Topographic and right of way base map at 1" = 40' scale
Provide hard copies & Electronic File (AutoCAD 2010)

2.2.7 RIGHT OF WAY ENGINEERING (CONTINGENT)

The existing legal right of way will be extended to the new project limits. Individual Tax Lot / Property lines will be graphically depicted on the base map and the affected parcels will be researched to ascertain ownership and dedications, identify owners APNs and addresses, and prepare a map showing the ownership lines in relationship to the topographic mapping.

Deliverable(s):
Prepare Plats and Legal Descriptions per County standards for 4 property owners that show permanent takes, existing encumbrances, and temporary easements.

Set temporary stakes to mark the limits of the permanent easement areas and ROW lines for inspection by the owner and right-of-way agent.

2.3 HYDROLOGY AND HYDRAULICS

WRECO will attend one (1) combined kickoff field meeting for both bridges. WRECO will also participate in two (2) conference calls with the County and Project Team staff.

2.3.1 DATA REVIEW

WRECO will review available data, including previous studies, provided by the County and the Project Team. Key information to review will be the available hydrologic and hydraulic data for Bear Creek.

2.3.2 FIELD RECONNAISSANCE

WRECO will perform one (1) field reconnaissance for both bridges to assess the existing conditions in the vicinity of the project sites.

2.3.3 HYDROLOGIC ANALYSIS

WRECO's preliminary research of the Federal Emergency Management Agency's (FEMA) Flood Insurance Study (FIS) indicated that there is no detailed study available at the bridge site. WRECO will perform hydrologic analyses using the two following methods to estimate the design flows: 1) USGS Regional Regression Method and 2) a statistical analysis using the USGS stream gage data of Station 11260200 (Bear Creek near Catheys Valley). WRECO will identify the appropriate design floods (usually the 50-year flood), base flood (100-year flood), flood of record (if possible), and the overtopping flood.

2.3.4 HYDRAULIC ANALYSIS

WRECO will perform a hydraulic analysis to determine the design flow characteristics for the existing condition through the study area including the limits and water surface profile through the study area for the base flood. The hydraulic model of choice will be the U.S. Army Corps of Engineers' HEC-RAS Model. WRECO will coordinate with the Project Team to obtain the surveyed channel cross-sections for setting up the hydraulic model.

2.3.5 BRIDGE LOCATION HYDRAULIC STUDY

WRECO will perform a Location Hydraulic Study and conduct a floodplain risk assessment for the proposed Project. WRECO will prepare a Bridge Location Hydraulic Study Memo, which will include the standard Summary of Floodplain Encroachment Form and technical discussions.

Deliverable(s):
Bridge Location Hydraulics Study Memo (Draft [3 hard copies] and Final [5 hard copies])

2.3.6 SCOUR ANALYSIS

WRECO will perform scour analysis to determine the stability of the creek and the scour potential for the proposed Projects per the methodology specified in the Federal Highway Administration's HEC-18, HEC-20, and HEC-23 manuals. WRECO will make recommendations on the need for scour countermeasures.

2.3.7 BRIDGE DESIGN HYDRAULIC STUDY

WRECO will prepare a Bridge Design Hydraulic Study Report, which will summarize the results from the hydraulic and bridge scour analyses and recommendations for bridge scour countermeasures. The report will also include all of the detailed hydraulic model outputs.

Deliverable(s):
Bridge Design Hydraulic Study Report (Draft [3 hard copies] and Final [5 hard copies])

2.4 GEOTECHNICAL SERVICES FOR BRIDGE REPLACEMENT

Blackburn Consulting (BCI) will complete Foundation Reports for preliminary and final design of the proposed bridge replacement at Old Toll Road over Bear Creek. The Foundation Report will also include geotechnical design recommendations for new pavement sections associated with the approach roadway. BCI's scope of geotechnical services assumes a two-span bridge replacement on similar location/alignment to the existing bridge. BCI's scope and fee does not include recommendations for retaining walls other than for standard wingwalls.

2.4.1 PRELIMINARY RESEARCH, COORDINATION AND MARKING AND CLEARING OF BORING LOCATIONS

BCI will coordinate with Willdan to discuss the project issues and schedule; review published geologic mapping; review preliminary project data; and perform a field site review. BCI will review the site for drill rig access, mark exploratory boring locations and notify Underground Service Alert (USA).
BCI will obtain the necessary Mariposa County boring permit and encroachment permit. BCI assumes that Willdan will provide rights-of-entry if needed and the County will waive the encroachment permit fees and bond requirements.

2.4.2 FIELD INVESTIGATION

For a new single-span structure, BCI will drill, log and sample two (2) exploratory borings to depths of 30 to 40 feet below existing grade to obtain subsurface information and soil/rock samples for testing. We expect that rock coring will be necessary for drilling into shallow bedrock at this site. BCI will complete a boring at each abutment.

The borings will be drilled with a track-mounted drill rig using auger and/or mud-rotary drilling methods through soil, and then diamond-bit core drilling where hard rock is encountered. BCI will collect samples at approximate 5-foot intervals with Standard Penetration Test (SPT) or California Modified samplers to obtain blow count information for geotechnical design. Where hard rock is encountered, BCI will obtain continuous rock core samples during coring and record recovery and rock quality.

A BCI Engineer or Geologist will log the borings and direct the sampling operations consistent with current Caltrans procedures/requirements. Surface and ground water elevations will be noted, where encountered. BCI will spread drill cuttings at the site and backfill the borings with cement grout.
BCI will drill the borings in the vicinity of the proposed abutments within the existing shoulder and a portion of the traveled-way, maintaining a single 10-foot traffic lane as required by the County. We will provide warning signs and traffic cones (without flaggers) consistent with traffic control for low volume roadways.

2.4.3 LABORATORY TESTING

BCI will perform the following laboratory tests on relatively undisturbed samples obtained from the exploratory borings: Moisture Content and Unit Weight for bearing capacity and lateral capacity; Triaxial Compression or Direct Shear for bearing capacity and lateral capacity; Sieve Analysis for scour analysis data; Resistance Value for pavement design; and, Resistivity, pH, Sulfate Content and Chloride Content for soil corrosivity analysis.

2.4.4 PRELIMINARY FOUNDATION REPORT

After completion of the subsurface exploration, BCI will prepare and submit a Preliminary Foundation Report (PFR) for the bridge, consistent with Caltrans procedures and format, for use in the Bridge Type Selection Phase of the project. The Preliminary Foundation Report will include: Project Location and Vicinity Map; Summary of Site Geology and Subsurface Conditions; Seismic Data and Evaluation (using current Caltrans seismic design criteria, including preliminary ARS curve); Liquefaction Considerations; Approach Roadway (subgrade preparation and new pavement sections); Preliminary Foundation Alternatives (e.g., spread footings, driven piling, and cast-in-drilled-hole piling); Preliminary Foundation Recommendations (spread footing recommendations, pile types, pile tip elevation ranges); and Preliminary Construction Considerations.

3. ENVIRONMENTAL REVIEW

Willdan Engineering and Sycamore Environmental will coordinate with Caltrans, United States Fish and Wildlife Service, Army Corps of Engineers, Federal Highway Administration, State Historic Preservation Office, California Department of Fish and Wildlife, California Regional Water Quality Control Board, the County, and any other regulatory agency involved in preparing the technical studies required for the project under the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA).

The Preliminary Environmental Studies (PES) will be prepared as part of the Caltrans District 10 Local Assistance environmental oversight process. As the PES preparation is pending, the scope and extent of technical studies that may be needed to support the environmental review are as yet undetermined. Sycamore Environmental is familiar with the technical studies and memoranda that District 10 is likely to require and which may be contingent. Nevertheless, the scope of work will be determined by the outcome of the field review and approved PES form. Accordingly, the scope of work outlined in the following sections is indefinite and is intended to be more comprehensive than what may be necessary. Where such efforts are as yet indefinite, they are considered "contingent" tasks and are subject to a separate notice to proceed to be issued by the County.

3.1 PRELIMINARY ENVIRONMENTAL STUDY (PES) FORM

Sycamore Environmental shall prepare a draft PES Form for the project and shall coordinate with Willdan Engineering, the County, and Caltrans to setup a field review prior to approval of the PES Form. It is assumed the field review meeting will be conducted the same day as another PES review field meeting at a nearby County companion project. During the field review meeting at the project site, the County, Caltrans, Willdan Engineering, and Sycamore Environmental representatives will review and finalize the PES form. Participants will discuss each element of the PES checklist form, refine the environmental study limits and potential modifications to the preliminary bridge replacement structure, and identify issues of concern and required technical studies. The PES form will outline the recommended federal environmental documentation, technical studies, surveys, approvals, agency coordination, and permits required for the bridge replacement project. The Caltrans District 10 air quality specialist contacted by Sycamore Environmental indicated that the proposed project meets the definition of an exempt project in 40 CFR 93.126 (safer, non-federal aid system roads). It is not subject to regional and project level conformity determinations. The two page Caltrans Transportation Air Quality Conformity Findings Checklist will be completed during preparation of the PES. No additional air quality technical studies will be required by Caltrans.

Once the draft PES Form is completed, it will be reviewed by Willdan Engineering, the County, and Caltrans. Sycamore Environmental will submit the County approved PES to Caltrans for signature prior to initiating technical studies.

Deliverable(s):
Preliminary Environmental Study Form
Field review meeting with Caltrans
Five (5) copies of a Draft PES Form and Final PES Form, Meeting Agenda, Meeting Notes

3.2 AREA OF POTENTIAL EFFECTS MAP

Sycamore Environmental and Francis Heritage, the cultural consultant, will prepare the APE map that delineates the archaeological and historical (horizontal and vertical) APE. District 10 may want the County engineer to sign the APE map in addition to Caltrans staff and the District Local Assistance Engineer.

Deliverable(s):
Draft and Final APE to be signed by County and Caltrans

3.3 TECHNICAL STUDIES

3.3.1 HAZARDOUS WASTE INITIAL SITE ASSESSMENTS (ISA) (CONTINGENT-WILLDAN TO PREPARE)

Based on direction from Caltrans, District 10, Willdan will prepare a Hazardous Waste ISA (Initial Site Assessment) to identify all documented hazardous waste sites located within the project study areas, as well as facilities located within the project study areas that store, transfer, or utilize hazardous materials. Willdan will also conduct an agency records search to identify all hazardous waste sites located within the project study areas and classified as a hazardous waste site under state law. One (1) ISA report will be prepared for the bridge replacement projects along County Road 35.

In addition to the foregoing, Willdan will conduct a visual survey of the project areas to identify any obvious area of hazardous waste contamination, including pesticides used on adjacent crop areas. If hazardous waste sites are identified within the project study area (via governmental records and/or the visual survey), Willdan will determine the potential impact to the project and identify subsequent procedures to determine the extent of contamination and remediation requirements. Potential hazardous materials for these bridges may include lead based paint and pesticides from adjacent farmland.

Deliverable(s):
Hazardous Waste Initial Site Assessment

3.3.2 HISTORIC PROPERTY SURVEY REPORTS/ARCHAEOLOGICAL SURVEY REPORTS (HPSR/ASR)

Sycamore Environmental subconsultant Francis Heritage, LLC will prepare an Archaeological Survey Report (ASR) and Historic Property Survey Report (HPSR) pursuant to Caltrans standards. The reports will detail survey and research methods, background history, and findings and conclusions regarding the field survey. If any historic resources (structures) are identified, they will be evaluated to determine if they meet any qualified criteria for eligibility on the National Register of Historic Places. Estimated fee for this project are based upon the recordation of an estimated two (2) archaeological resources.

Area of Potential Effects (APE) Map – Francis will assist with the preparation of the APE map pursuant to Attachment 3 of the *Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and Caltrans regarding Compliance with Section 106 of the National Historic Preservation Act* (Programmatic Agreement).

Native American Consultation – Francis will assist Caltrans on Native American consultation, request a Sacred Lands File search for the bridge to be sent to the Native American Heritage Commission (NAHC) via certified mail, with County approval, and those groups and individuals whose contact information is provided by the NAHC. Francis will follow up via telephone with those groups that have not responded to the initial letter. All Native American consultation efforts will be documented.

Prefield Studies – Francis will conduct an investigation into previously published materials relating to the history of the project area. Francis will do a formal records search at the Central California Information Center, California Historical Resources Information System, and conduct an investigation into previously published materials relating to the prehistory of the project area.

Field Surveys – Francis will perform field surveys of the APE. Cultural resources will be recorded on DPR 523 forms, as appropriate, measured and photographed. Cultural resource issues of highest concern are prehistoric archaeological sites. The study area is located in an area that may have been attractive to prehistoric inhabitants based on its proximity to the waterway. Bedrock in the stream channel may have been utilized for milling foods. If an archaeological deposit is encountered in the APE, a preliminary assessment of site deposit would be made through surface inspection. Any archaeological material recovered will be recorded and re-deposited and a map prepared depicting site boundaries in relation to the APE. The site will be recorded on a standard archaeological site record (DPR 523 form).

Deliverable(s):
Historical Property Survey Reports
Archaeological Survey Reports
APS Coordination with Tribes

3.3.3 CULTURAL RESOURCES TASKS (CONTINGENT)

I

f there is an archaeological resource within the APE, additional documents may be required. These optional tasks consist of the following:

Historic Resource Evaluation Report (HRER) - If evaluation of historic-era resources is deemed necessary, this option would include historic archival work, recordation and evaluation of the historic bridge, archaeological site evaluation as well as preparation of the report pursuant to Caltrans standards. The HRER would include a subtask for archaeological excavation if necessary to evaluate a historic-era archaeological resource. This document may be combined with the ASR.

Extended Phase I – If a resource is within the APE, Caltrans procedures for an Extended Phase I (XPI) would be followed including 1) writing a research design, 2) conducting a test excavation to gather data used to make an eligibility determination, and 3) preparing a report containing the research questions, field methods appropriate to gather data pertinent to answering the research questions, and an assessment of the research potential of the site to answer appropriate important questions. Native American consultation and participation is part of the evaluation.

Finding of Effect (FOE) - When historic resources (eligible properties) are within the APE, Caltrans proposes to SHPO a Finding of Effect and submits to SHPO documentation supporting the proposed finding. Therefore, additional documentation could include a FOE and an Environmentally Sensitive Area Action Plan (ESA) if appropriate. We would prepare the FOE in accordance with Caltrans standards.

Memorandum of Agreement (MOA) - If impacts to historic properties are anticipated, the project would be considered to have an adverse effect on historic properties. We will work with Caltrans on the resolution of adverse effects pursuant to Stipulation XI of the Programmatic Agreement. Therefore, additional documentation would include a MOA.

Section 4(f) - Section 4(f) is triggered if the project requires "use" of a National Register of Historic Places-eligible or listed resource. A "constructive use," by definition, involves impacts such that the protected activities, features and attributes would be substantially impaired. When the HPSR draft is complete, we will aid the County in contacting Caltrans for a determination on the necessity for and type of 4(f) evaluation. The report for Section 4(f) Properties is the Section 4(f) Evaluation.

Deliverable(s):
Historic Resource Evaluation Report
Phase I
FOE
MOA
Section 4(f)

3.3.4 WETLANDS STUDY

Sycamore Environmental will conduct a Wetlands Study of the project study area. The Wetlands Study will include a formal jurisdictional delineation of wetlands and waters of the U.S. conducted in accordance with the 1987 Corps Wetland Delineation Manual and other current regional guidance. The Jurisdictional Delineation Report will be prepared in accordance with the Sacramento District minimum standards. This is a stand-alone technical report which is included as an appendix to the NES. The Wetlands Study supports Section 404 CWA permitting.

Draft Wetland Study will be submitted to the County for review and comment. Following County review/approval, the draft wetland study will be submitted to Caltrans for review/approval. Following Caltrans review, the wetland study will be finalized and delivered.

The Wetlands Study will be submitted to the Corps requesting a preliminary jurisdictional determination (PJD). Sycamore Environmental will attend the field verification with Corps and revise delineation map if necessary.

Deliverable(s):
Wetland Study Report

3.3.5 NATURAL ENVIRONMENT STUDY

Sycamore Environmental will prepare the NES. The NES incorporates the results of biological studies and coordination with the resource agencies. A NES report describes the existing biological environment and how the project affects that environment and provides the technical documents concerning plants, animals and natural communities occurring in the project study area. The NES report will be prepared in the current Caltrans NES format.

Literature Research/ Coordination: Sycamore Environmental will identify and scope project issues and coordinate with the Client to develop the final study limits. Sycamore Environmental will coordinate as necessary with CDFW, USFWS, NOAA Fisheries/NMFS, and the Corps. The literature research will include a query of the California Natural Diversity Database (CNDDB) for a list of special-status species and habitats that occur in the vicinity of the project site and obtaining a list from the U.S. Fish and Wildlife Service (USFWS) of federal-listed species that could be affected by the project.

Field Survey: Sycamore Environmental will conduct fieldwork to determine the potential for occurrence of special-status species and sensitive habitats. During the field survey, Sycamore Environmental will map plant communities and sensitive resource features. Plant and wildlife species will be recorded. Based on preliminary research, 1) no federal-status plants have potential to occur on the site and 2) approximately 14 other special-status plants considered under CEQA have potential to occur at the site. This task includes one survey during May and one survey during July to cover all special-status plant species with potential to occur. These surveys will satisfy the requirements of both NEPA and CEQA.

Reports: The NES report will evaluate potential project impacts and incorporate resource agency comments. The NES will reach a conclusion regarding the project effects on federal listed species. Sycamore Environmental will prepare avoidance, minimization, and mitigation measures as needed. An AutoCAD map of biological resources using project engineer's basemap will be prepared.

Draft NES reports will be submitted to the County for review and comment. Following County review/approval, draft NES reports will be submitted to Caltrans for review/approval. Following Caltrans review, the NES reports will be finalized and delivered.

Deliverable(s):
Natural Environmental Study (NES) Report

3.3.6 CALIFORNIA RED-LEGGED FROG ASSESSMENT

Sycamore Environmental will facilitate resource agency permit related coordination with the U.S. Fish and Wildlife Service (USFWS) to document Federal Endangered Species Act compliance. The project is located in the range of the California red-legged frog (CRLF), a federally-listed threatened species. There are no CRLF occurrences in CNDDB for the Bear Valley Quad or 8 surrounding quads. CRLF is on the USFWS species list for the Bear Valley Quad. Due to the limited habitat and distance to the nearest known record, the USFWS may be able to make a not likely to adversely affect determination using the results of a protocol site assessment and proposed avoidance and minimization measures. Sycamore Environmental will conduct a site assessment for CRLF in accordance with the USFWS August 2005 guidelines (*Revised Guidance on Site Assessment and Field Surveys for California red-legged frog*). The results of the site assessment will be submitted to the USFWS to determine if field surveys are necessary (included as a contingent task).

Deliverable(s):
CRLF Site Assessment Report

3.3.7 CALIFORNIA RED-LEGGED FIELD SURVEYS (CONTINGENT)

The USFWS may require CRLF protocol field surveys before concurring that the project will not likely adversely affect the species. Breeding season surveys for CRLF should commence between March/April, when CRLF are most likely to be breeding at the elevation of the project site. The non-breeding season surveys should be conducted from July 1st to September 30th. Sycamore Environmental will conduct CRLF field survey in accordance with the USFWS August 2005 guidelines (*Revised Guidance on Site Assessment and Field Surveys for California red-legged frog*).

Deliverables:
CRLF Field Survey Report

3.3.8 BIOLOGICAL ASSESSMENT & SECTION 7 CONSULTATION

Biological Assessments are the reports Caltrans uses for formal and informal Section 7 Consultations. Preparation of a BA does not mean that formal consultation is required. Sycamore Environmental will prepare the Biological Assessment (BA). Caltrans District 10 requires the preparation of two Biological Assessments, one for consultation with USFWS and one for consultation with NMFS. The BA is prepared to support Endangered Species Act consultation with U.S. Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS). The BAs will focus on California red-legged frog, federal listed salmonids, and other federal species and critical habitat. Chapter 14 of the Environmental Handbook Volume 1 and Chapter 4, Volume 3 provides the methods, procedures, and standards for BA. The BAs will be prepared using the current Caltrans format. A formal Endangered Species Act consultation with either USFWS or NOAA Fisheries could take four to twelve months. Informal consultation could conclude in one or two months.

Deliverables:
Biological Assessment for Consultation with USFWS
Biological Assessment for Consultation with NMFS

3.3.9 WATER QUALITY ASSESSMENT MEMO

Sycamore Environmental will prepare a Water Quality Assessment Memo to address the potential for project impacts on water quality based on current Caltrans guidelines (Environmental Handbook Volume 1, Chapter 9, Water Quality). The report will discuss the water features in the project area, receiving waters conditions, objectives, and beneficial uses as well as Caltrans standard best management practices (BMPs) and project design features required in accordance with the current Caltrans Statewide Storm Water Management Plan.

Deliverable(s):
Water Quality Assessment Memo

3.3.10 VISUAL IMPACT ASSESSMENT CHECKLIST (CONTINGENT)

Sycamore Environmental will prepare a Visual Impact Assessment (VIA) Checklist memo to evaluate the Project's potential to result in adverse impacts to existing visual resources and visual character in the Project area. The memo will be prepared consistent with FHWA, Caltrans and Caltrans Local Assistance Guidelines. It is not anticipated that the memo would identify that an Abbreviated VIA, which is prepared by a Landscape Architect, is required. An abbreviated VIA is a contingent task and is not included in this scope of work.

Deliverable(s):
Visual Impact Assessment Memorandum

3.3.11 NOISE STUDY MEMORANDUM (CONTINGENT)

Sycamore Environmental will prepare a Noise Study Memo to address construction related noise for the project and the Mariposa County noise standards. This deliverable is not a Caltrans standard Noise Study Report. Sycamore Environmental prepared similar memos using the District 10 memo format for CMAQ funded signalizations in the City of Patterson. The Memo will identify the noise level standards contained within the County of Mariposa General Plan Noise Element, as well as any other germane state or federal noise standards. Traffic and construction noise will be quantified and mitigation measure will be provided.

Deliverable:
Noise Study Memorandum

3.4 NEPA/CEQA DOCUMENTATION

Sycamore Environmental shall incorporate the purpose and need, project description, and the technical studies into the draft environmental document, in coordination with the County for CEQA and Caltrans Local Assistance for NEPA. The required tasks to complete the environmental documents are provided below.

We anticipate that CEQA approval will be in the form of a Mitigated Negative Declaration (MND), with mitigation based on the results of the Initial Study (IS) and subsequent associated technical studies. We anticipate that NEPA approval will ultimately be in the form of a CE supported by these technical studies. Sycamore Environmental, working in close coordination with Willdan Engineering and the County, will prepare a preliminary draft IS.

3.4.2 NEPA DOCUMENTATION

Caltrans prepares its NEPA document, which is expected to be a NEPA Categorical Exclusion. Sycamore Environmental will coordinate with Caltrans for NEPA Categorical Exclusion documentation, including the Environmental Commitments Record, Caltrans District 10 Work Plan, wetlands only practicable findings, flood plains only practicable findings, and other findings, as applicable. The work plan lists the project tasks, milestones, and responsible parties for completing various project task components. The Environmental Commitments Record includes the avoidance, minimization measures, permit conditions, and mitigation requirements.

Deliverable:
NEPA Categorical Exclusion
Environmental Commitments Record
Caltrans District 10 Work Plan

3.4.3 CEQA Documentation

The technical studies and agency coordination that satisfy NEPA also support CEQA. A Mitigated Negative Declaration (MND) is assumed under this work plan to be the likely CEQA documentation. Sycamore Environmental will prepare the ISMND using the County's format. This task is complete when the Board of Supervisors adopts the CEQA document. The County will prepare the Staff Report and agendize the ISMND.

Draft Environmental Document: Sycamore Environmental will prepare an administrative CEQA draft ISMND using the County's format. The document will summarize the results of environmental technical studies, document the project Purpose and Need, the alternatives development and screening process, and summarize the public outreach process conducted as part of environmental compliance.

Circulate Draft Environmental Document: The County will print, circulate and mail the CEQA documentation for public comment. Sycamore Environmental will prepare and publish the "Notice of Intent to Adopt". Sycamore Environmental will prepare responses if any comments are received during the circulation.

Prepare and Approve Final Environmental Document: Sycamore Environmental will prepare the "Notice of Determination" and Mitigation Monitoring Plan. The County files the NOD with the County Clerk.

Deliverables:
Initial Study Checklist with associated impacts and mitigation measures (County Draft, Public Circulation Draft, Final with response to comments).
Notice of Intent to Adopt a Mitigated Negative Declaration.
Mitigation Monitoring Plan.
Responses and comments for Staff Report.

3.5 ENVIRONMENTAL PERMITTING

Sycamore Environmental will prepare applications for a section 404 permit from the U.S. Army Corps of Engineers, a section 401 water quality certification from the Regional Water Quality Control Board (RWQCB), and a 1602 Streambed Alteration Agreement from the California Department of Fish and Game (DFG). Conceptual mitigation included in the NES, BA, and CEQA Environmental Document will support the permit applications. The environmental permit applications are prepared after CEQA and NEPA are approved. Sycamore Environmental will coordinate as necessary with the agencies to obtain the permits on the County's behalf. The County will provide application fees.

Deliverables:
401, 404, and 1602 Permit Applications.

4. Bridge / Roadway Study

4.1 DRAFT PLANNING STUDY AND TYPE SELECTION REPORT

Willdan will investigate the existing Old Toll Road Bridge Number 40C0057 and develop a Draft Type Selection Report that outlines the existing site conditions and required engineering criteria and studies needed to successfully prepare and deliver this project.

As part of the Draft Type Selection Report three structure type alternatives will be review. A description of the structural parameters and a summation of the advantages and disadvantages for each alternative will be provided.

4.1.1 DRAFT PROJECT STUDY REPORT

Willdan will prepare a Draft Project Study Report for the County's review and comment. The Draft Project Study Report will outline the roadway geometrics, right-of-way, preliminary findings from the geotechnical and hydraulic studies, and any permitting issues. The Draft Project Study Report will be developed following Caltrans standards and guidelines outlined in the Local Assistance Procedure Manual.

As part of the Draft Project Study Report, Willdan will develop an alignment study that addresses the roadway's horizontal and vertical geometrics. The emphasis of this study will be to refine the limits of the horizontal and vertical alignments and determine roadway superelevations, transitions, fill slope impacts, and right-of-way requirements.

The Draft Project Study Report will include preparation of a 1"=40' scale base sheet of the project's limits. The roadway geometrics will be coordinated with the bridge type alternative and the traffic staging plans. The plan sheets will be developed to a 35% level and will show existing and proposed conditions along Old Toll Road.

Willdan will summarize findings from the review of existing data/information and field visit(s). The Draft Project Study Report will provide comments on constructability and a cost estimate for each alternative, as well as outlining construction procedures for the recommended option.

Assumptions:
Willdan shall develop one (1) preferred horizontal alignment for the replacement structure that will remain unchanged for all three bridge type alternatives. The vertical alignment will vary depending on the bridge typical section depth.

4.1.2 DRAFT TYPE SELECTION

Willdan shall analyze three (3) structure alternatives. The alternatives shall be developed to a thirty percent (30%) level following Caltrans guideline and standards for bridge design. For each alternative, Willdan will prepare a General Plan to a 30% level that the follows Caltrans drafting and detailing standards. Willdan will investigate vehicular traffic, traffic staging, constructability, construction means and methods, construction cost, and equipment staging requirements for each of the three alternatives.

The Draft Type Selection will be developed following Caltrans standards and guideline outline in the Local Assistance Procedures Manual and will be included in the Project Study Report for the County's review and comment. Willdan will recommend the preferred alternative after coordinating with the County and Caltrans.

4.1.3 PRELIMINARY TRAFFIC CONTROL PLANS

Willdan will prepare Preliminary Traffic Control Plans showing the conceptual construction sequence and staging for the preferred roadway alignment alternative. The Traffic Control Plans will identify the construction stages and temporary traffic routes through the project site, as well as indicating design parameters (design speed, lane widths, clear roadway widths lane shifts and tapers). Willdan will also provide concepts for detour or alternate route plans, as appropriate.

Assumptions:
Signing design is not required for the Preliminary Traffic Control Plans.

Deliverable (s)
Draft Project Study Report
Draft Advance Planning Study
Preliminary Traffic Control Plans

4.2 FINAL PROJECT STUDY AND TYPE SELECTION REPORT

After the Caltrans' Local Assistance group and County's team have reviewed and commented on the Draft Project Study Report, Type Selection Report, and Preliminary Traffic Control Plans Willdan will prepare a comment log form to track all comments through to their final resolution.

Willdan will finalize the Draft Project Study Report, Type Selection Report, and Traffic Control plan sheets to reflect the comments and recommendations received from the County and Caltrans, and Willdan will recommend the preferred alternative that will be advanced to design.

Deliverable(s)
Final Project Study Report
Comment Log

TASK DESCRIPTION	VILLDAN																							
1.1 Communications and Coordination																								
1.1.1 Project Work Plan	10			12								4												
1.1.2 Project Contact List	4											2												
1.1.3 Issue/Action Item/Decision Log		8																						
1.1.4 Project Coordination with County	20											6												
1.2 Project Team Meetings																								
1.2.1 PDT Meeting (2 Total)	12		4	4									$ 800											
1.2.2 Technical Coordination Mtgs (2 Total)	12												$ 440											
1.2.3 Public Hearings	8												$ 220											
1.3 Project Schedule																								
1.3.1 Project Schedule	8																							
1.3.2 Monthly Schedule Updates	12											18												
1.4 Project Administration																								
1.4.1 Monthly Progress Reports & Invoices	9											9												
1.4.2 Schedule and Budget Management	6											4.5												
1.5 Quality Control																								
1.5.1 Quality Assurance Program		8																						
1.5.2 Quality Review Documentation		10																						
1.6 Federal Aid (Local Programs) Assistance																								
1.6.1 Federal Aid Forms	8			8								8												
Subtotal Hours	109	26	4	24								51.5												
Subtotal Cost	$18,833	$4,646	$754	$3,695								$2,905	$ 1,460										$ -	
2.1 Utility Location Coordination																								
2.1.1 Reserved																								
2.2 Survey, Research and Mapping																								
2.2.1 Reserved																								
2.2.2 Surveys and Base Mapping																10	11	15			3	399.6		
2.2.3. Project Control Net																3	8							
2.3.2. Aerial Photogrammetry																1			40		3	5750		
2.3.3. Land Net Records (Surveys To Establish Right-of-Way)																4	16				2			
2.3.4. Supplemental Surveys																				8	2			
2.3 Hydrology / Hydraulic Studies																								
2.3.1 Data Review																								
2.3.2 Field Reconnaissance																								
2.3.3 Hydrologic Analysis																								
2.3.4 Hydraulic Analysis																								
2.3.5.1 Location Hydraulic Study (Draft Memo)																								
2.3.5.2 Location Hydraulic Study (Final Memo)																								
2.3.6 Scour Analysis																								
2.3.7.1 Design Hydraulic Study (Draft Report)																								
2.3.7.2 Design Hydraulic Study (Final Report)																								
2.2 Geotechnical Investigation																								
2.4.1 - 2.4.5 Foundation Reports																								
Subtotal Hours	-	-	-	-								-				18	35	15	40	8	10			
Subtotal Cost													$ -			$3,259	$3,850	$1,560	$11,233	$3,321	$494	$ 6,150		$1,
3.1 PES																								
3.2 RPE Map and Cultural Resources Report																								
3.3 HPSR/ASR (Francis Subconsultant)																								
3.4 Wetland Study																								
3.5 Natural Environmental Studies (NES)																								
3.6 CA Red-Legged Frog Assessment																								
3.7 Biological Assessment/Section 7																								
3.8 Water Quality Assessment Memo																								
3.9 NEPA & CEQA Env.Documentation																								
3.10 Environmental Permitting																								
Subtotal Hours	-	-	-	-								-				-	-	-	-	-	-			
Subtotal Cost													$ -		$ -							$ -		
4.1. Draft Project Study and Type																								
4.1.1 Draft Planing Study Report			12								24													
4.1.2 Draft Type Selection				48		16					40													
4.1.3 Preliminary Traffic Control Plans										8														
4.2 Final Project Study and Type Selection																								
4.2 Final Project Study & Type			4	8		4					8													
Subtotal Hours	-	-	16	56		20				8	72													
Subtotal Cost			$3,015	$8,385		$2,970				$1,028	$9,103		$ -											
Grand Total Hours / Staff	109	26	20	80		20				8	72	51.5				18	35	15	40	8	10			
Grand Total Cost	$18,833	$4,646	$3,769	$11,583		$2,970				$1,028	$9,103	$2,905	$1,460			$3,259	$3,850	$1,560	$11,233	$3,321	$494	$6,150		$1,

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-56

MEETING: February 11, 2025

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve Fifth Amendment to the Agreement with Willdan Engineering to Extend the Term of the Agreement to December 31, 2027, for Indian Gulch Road over Bear Creek Bridge (40C0059); and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve Fifth Amendment to the Agreement with Willdan Engineering to Extend the Term of the Agreement to December 31, 2027, for Indian Gulch Road over Bear Creek Bridge (40C0059); and Authorize the Board of Supervisors Chair to Sign the Amendment.

This extension allows for more time to address comments for the various environmental technical studies. Environmental technical studies are needed to obtain both California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) Environmental Documents. Final design, right-of-way acquisition and environmental permitting will commence once the NEPA and CEQA documents are obtained.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On January 8, 2019, Resolution 2019-16, approved the Fourth Amendment to extend the term of the Agreement to December 31, 2024.

On May 23, 2017, Resolution 2017-323, approved the Third Amendment to extend the term of the Agreement to December 31, 2018, expand scope of services, and increase compensation by Two Hundred Fifty-Two Thousand Five Hundred Dollars ($252,500) for a total not to exceed the amount of Four Hundred Seventy-Eight Thousand One Hundred Dollars ($478,100).

On March 8, 2016, Resolution 2016-116 approved the Second Amendment to extend the term of the Agreement to December 31, 2017.

On January 6, 2015, Resolution 2015-15 approved the First Amendment to extend the term of the Agreement to December 31, 2015.

On October 15, 2013, Resolution 2013-460 authorized Public Works to enter into an Agreement with Willdan Engineering for bridge design work on Indian Gulch Road over Brear Creek Bridge.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, the County risks losing its HBP Funding.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Fifth Amendment_Indian Gulch Road Bridge(40C0059)**
2. **Resolution 2019-16_Indian Gulch**
3. **Resolution 2017-323_Indian Gulch**
4. **Resolution 2016-116_Indian Gulch**
5. **Resolution 2015-15**
6. **Resolution 2013-460_Agreement Indian Gulch**

VOTE RESULT

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

FIFTH AMENDMENT TO AGREEMENT FOR ENGINEERING AND DESIGN SERVICES FOR INDIAN GULCH ROAD OVER BEAR CREEK BRIDGE 40C0059

THIS FIFTH AMENDMENT TO AGREEMENT FOR ENGINEERING AND DESIGN SERVICES FOR INDIAN GULCH OVER BEAR CREEK BRIDGE (40C0059), is made and entered into this _____ day of February 2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Willdan Engineering, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated October 15, 2013, wherein Contractor agreed to provide engineering and design services; and

WHEREAS, County and Contractor entered into a First Amendment on January 6, 2015, to extend the term of the Agreement to December 31, 2015, and

WHEREAS, County and Contractor entered into the Second Amendment on March 8, 2016, to extend the term of the agreement to December 31, 2017, and

WHEREAS, County and Contractor entered into the Third Amendment on May 23, 2017, to extend the term of the agreement to December 31, 2018, expand the scope of services, and increase compensation by Two Hundred Fifty-Two Thousand Five Hundred Dollars ($252,500) for a total not to exceed amount of Four Hundred Seventy-Eight Thousand One Hundred Dollars ($478,100), and

WHEREAS, County and Contractor entered into the Fourth Amendment on January 8, 2019, to extend the term of the agreement to December 31, 2024, and

WHEREAS, County and Contractor desire to amend said Agreement to extend the term of the agreement to December 31, 2027;

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

1. Paragraph 1, "TERM," is hereby amended to extend the term of the Agreement to December 31, 2027.

Except as herein amended, the agreement dated October 15, 2013, together with the First Amendment dated January 6, 2015, the Second Amendment dated March 8, 2016, the Third Amendment dated May 23, 2017, the Fourth Amendment dated January 8, 2019, 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 an effect. This Amendment is effective retroactive to December 31, 2024. The parties shall treat the Agreement as if it had been in full force and effect continuously since December 31, 2024, 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
_____	_____
Rosemarie Smallcombe, Chair Board of Supervisors	Willdan Engineering
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Walter W. Wall County Counsel

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/9/2025 | 10/21/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers,LLC CA License #0B99399 777 S. Figueroa Street, 52nd fl. Los Angeles CA 90017 213-689-0065	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1506118 Willdan Engineering- Ventura 2401 East Katella Avenue Suite 300 Anaheim, CA 92806	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Travelers Property Casualty Company of America 25674 INSURER B : Allied World Surplus Lines Insurance Company 24319 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 18920020 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Emp. Benefits Liab. X Contr. Liab. Incl. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y	Y	P-630-A1178471-TIL-24	11/9/2024	11/9/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	Y	Y	810-A1161741-24-43-G	11/9/2024	11/9/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE $	$ XXXXXXX $ XXXXXXX $ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	UB-8Y032268-24-43-G	11/9/2024	11/9/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Arch&Eng Prof	N	N	0313-5950	11/9/2024	11/9/2025	Per Claim:$1,000,000 Aggregate:$2,000,000	

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

RE: Engineering Services for Indian Gulch. The County, its officers, officials, employees and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability evidenced herein are Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies. Please see next page.

CERTIFICATE HOLDER

18920020
County of Mariposa
Attn: Gary Brown, County Engineer
4639 Ben Hur Road
Mariposa CA 95338

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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MARIPOSA COUNTY

Public Works • 209 966 5356

RESOLUTION - ACTION REQUESTED 2019-16

MEETING: January 8, 2019

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve a Forth Amendment with Willdan Engineering for Indian Gulch Rd Over Bear Creek Bridge #59

RECOMMENDATION AND JUSTIFICATION:
Approve a Fourth Amendment with Willdan Engineering and Extend the Term of the Agreement to December 31, 2024, for Bridge Design and Replacement of Indian Gulch Road over Bear Creek Bridge (40C0059); and Authorize the Board of Supervisors Chair to Sign the Amendment.

The March 2018 declared disaster which destroyed the bridge and also affected the surrounding topography and areas of environmental concern. It is anticipated that additional costs will b required which will be if approved 100% reimbursed by the HBP/ FHWA program

The Federal Highway Administration administers the Federal Highway Bridge Program as part of the current Federal Transportation Bill, MAP-21. Caltrans manages the program in the State of California.

Under current regulations 100% of the cost of these contracts, and the staff time necessary for Public Works to manage them, are reimbursable from the Highway Bridge Program.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On May 23, 2017 Resolution 2017-323 the Board authorized to extend the date of completion to December 31, 2018.
On March 8, 2016 Resolution 2016-116 the Board authorized to extend the date of completion of the Agreement to December 31, 2017.

On January 6, 2015 Resolution 2015-15 the Board authorized to extend the date of completion of the Agreement to December 31, 2015.

On October 15, 2013 Resolution 2013-460 the Board authorized Public Works to enter into an agreement with Willdan Engineering for bridge design services on Indian Gulch Road Bridge.

Resolution - Action Requested 2019-16

On May 28, 2013 the Board approved a Program Supplement with Caltrans for several bridges.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the Phase II on the design will not be completed.

FINANCIAL IMPACT:
This project is funded through the Federal Bridge Program and as such there is no financial impact to the County

ATTACHMENTS:

Willdan Eng 4th amd #59	**(DOC)**
Willdan Eng 3rd amd #59	**(PDF)**
Willdan Eng 2nd amd #59	**(PDF)**
1st amdmt Willdan 40C0059	**(PDF)**
Contract Willdan 40C0059	**(PDF)**

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

RES. NO. 19-16

FOURTH AMENDMENT TO AGREEMENT FOR BRIDGE DESIGN SERVICES FOR INDIAN GULCH ROAD OVER BEAR CREEK #40C0059

THIS FOURTH AMENDMENT TO AGREEMENT FOR BRIDGE DESIGN SERVICES FOR INDIAN GULCH ROAD OVER BEAR CREEK is made and entered into this 8th day of January, 2019, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "**County,**" and Willdan Engineering, hereinafter referred to as "**Contractor.**"

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated October 15, 2013, wherein **Contractor** agreed to provide bridge design services; and

WHEREAS, County and **Contractor** entered into the First Amendment dated January 6, 2015 to extend the term of the Agreement to December 15, 2015.

WHEREAS, County and **Contractor** entered into the Second Amendment dated March 8, 2016 to extend the term of the Agreement to December 31, 2017.

WHEREAS, County and **Contractor** entered into the Third Amendment dated May 23, 2017 to extend the term of the Agreement, expand the scope of service and increase compensation by Two Hundred Fifty Two Thousand Five Hundred Dollars ($252,500) for a total not to exceed amount of Four Hundred Seventy Eight Thousand One Hundred Dollars ($478,100).

WHEREAS, County and **Contractor** desire to amend said Agreement extend the term of the Agreement to December 31, 2024 to be provided to **Contractor**;

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

1. Paragraph 1.01, "TERM", is hereby amended to extend the term of the Agreement to December 31, 2024.

2. Except as herein amended, the agreement dated October 15, 2013 together with the First Amendment dated January 6, 2015, the Second Amendment dated March 8, 2016, and the Third Amendment dated May 23, 2017 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:

Chair Miles Menetrey
Mariposa County Board of Supervisors

ATTEST:

RENE LAROCHE
Clerk of the Board

CONTRACTOR:

Wildan Engineering
Larry R. Gordon

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2017-323

MEETING: May 23, 2017

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve a Third Amendment with Willdan Engineering for Indian Gulch Bridge #59

RECOMMENDATION AND JUSTIFICATION:

Approve a Third Amendment with Willdan Engineering Increasing Compensation by $252,500 for a Total Not to Exceed Amount of $478,100 and Extend the Term of the Agreement to December 31, 2018, for Bridge Design and Replacement of Indian Gulch Road Bridge (40C0059); and Authorize the Board of Supervisors Chair to Sign the Amendment.

Phase II of this project will comprise of Willdan Engineering performing the remaining Preliminary Engineering tasks that address any comments or direction provided by Caltrans during the field review meeting and support the completion of the Environmental Phase and the Final Design of the project. The Final Design and Right of Way appraisal and acquisition tasks will begin upon approval of the NEPA Environmental document.

The Federal Highway Administration administers the Federal Highway Bridge Program as part of the current Federal Transportation Bill, MAP-21. Caltrans manages the program in the State of California.

Under current regulations 100% of the cost of these contracts, and the staff time necessary for Public Works to manage them, are reimbursable from the Highway Bridge Program.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On March 8, 2016 Resolution 2016-116 authorized to extend the date of completion of the Agreement to December 31, 2017.

On January 6, 2015 Resolution 2015-15 authorized to extend the date of completion of the Agreement to December 31, 2015.

On October 15, 2013 Resolution 2013-460 authorized Public Works to enter into an agreement with Willdan Engineering for bridge design services on Indian Gulch Road Bridge.

On May 28, 2013 the Board approved a Program Supplement with Caltrans for several bridges.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the Phase II on the design will not be completed.

FINANCIAL IMPACT:
This project is funded through the Federal Bridge Program and as such there is no financial impact to the County

ATTACHMENTS:
Willdan Eng 3rd amd & addm Indian Gulch #59 (PDF)
2nd amdmt Willdan 40C0059 (PDF)
1st amdmt Willdan 40C0059 (PDF)
Contract Willdan 40C0059 (PDF)

CAO RECOMMENDATION
Requested Action Recommended

Dallin Kimble
Dallin Kimble, Interim CAO 5/16/2017

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

RES. NO. 17-323

THIRD AMENDMENT TO AGREEMENT FOR BRIDGE DESIGN AND REPLACEMENT SERVICES FOR INDIAN GULCH BRIDGE (40C0059)

THIS THIRD AMENDMENT TO AGREEMENT FOR BRIDGE DESIGN AND REPLACEMENT SERVICES FOR INDIAN GULCH BRIDGE (40C0059) is made and entered into this 25th day of May, 2017, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "**County**", and Willdan Engineering, hereinafter referred to as "**Contractor**".

WHEREAS, the **County** and **Contractor** have heretofore entered into a Contract dated October 15, 2013, wherein **Contractor** agreed to provide Bridge Design and Replacement services; and

WHEREAS, County and **Contractor** entered into the First Amendment dated January 6, 2015 to extend the term of the Agreement to December 15, 2015.

WHEREAS, County and **Contractor** entered into the Second Amendment dated March 8, 2016 to extend the term of the Agreement to December 31, 2017.

WHEREAS, County and **Contractor** desire to amend said Agreement to extend the term of the Agreement to expand the scope of services, to increase compensation, and to include an Addendum to Agreement for Federally Funded Projects.

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

1. Paragraph 1.01, "TERM", of Agreement is hereby extended from December 31, 2017 to December 31, 2018.

2. Paragraph 3.01, "SERVICES", is hereby amended to expand the scope of services to be performed by Contractor as set forth in Exhibit "A-1" attached hereto.

3. Paragraph 4.01, "COMPENSATION", is hereby amended to provide that an additional Two Hundred Fifty Two Thousand Five Hundred Dollars ($252,500) will be added to the original contract price of Two Hundred Twenty Five Thousand Six Hundred Dollars ($225,600), making the total compensation paid to **Contractor** the not to exceed amount of Four Hundred Seventy Eight Thousand One Hundred Dollars ($478,100).

4. Paragraph 8.05, "CONFORMANCE TO APPLICABLE LAW", is hereby amended to include the Addendum to Agreement for Federally Funded Projects attached hereto as Exhibit "B".

5. Except as herein amended, the agreement dated October 15, 2013 together with the First Amendment dated January 6, 2015 and the Second Amendment dated March 8, 2016 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:

Marshall Long, Chairman
Mariposa County Board of Supervisors

CONTRACTOR:

Willdan Engineering Sr Vice President

ATTEST:

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

MARIPOSA COUNTY

Public Works · (209) 966-5356

RESOLUTION - ACTION REQUESTED 2016-116

MEETING: March 8, 2016

TO: The Board of Supervisors

FROM: Tony Stobbe, Public Works Director

RE: Approve the Second Amendment with Willdan Engineering for Bridge No. 40C0059, Time Extension

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RECOMMENDATION AND JUSTIFICATION:

Approve a Second Amendment With Willdan Engineering Extending the Term of the Agreements to December 31, 2017, for Bridge Design of the bridge on Indian Gulch Road Over Bear Creek (Bridge No. 40C0059, Contract No. 14-015), and Authorize the Board of Supervisors Chair to Sign the Amendment. Due to unforeseen delays, it is necessary to extend the terms of the Agreement in order to allow sufficient time for the contracted work to be completed.

Willdan Inc. is providing project management, topographic survey and right-of-way mapping, geotechnical engineering, hydraulics, preliminary engineering and environmental surveys and constraints mapping for the bridges.

The Federal Highway Administration administers the Federal Highway Bridge Program as part of the current Federal Transportation Bill, MAP-21. Caltrans manages the program in the State of California.

Under current regulations 100% of the cost of these contracts, and the staff time necessary for Public Works to manage them, are reimbursable from the Highway Bridge Program.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On January 6, 2015 Resolution #2015-15 authorized to extend the date of completion of the Agreement to December 31, 2015.

On October 15, 2013 Resolution #2013-460 authorized Public Works to enter into agreements with Willdan Engineering for bridge design work on, Indian Gulch Road over Bear Creek.

On May 28, 2013 the Board approved a Program Supplement with Caltrans for these bridges.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve the Second Amendment; the contractor would not be able to continue with the projects.

FINANCIAL IMPACT:
No Finacial Impact

ATTACHMENTS:
2nd amdmt Willdan 40C0059 (PDF)
1st amdmt Willdan 40C0059 (PDF)
Contract Willdan 40C0059 (PDF)

CAO RECOMMENDATION
Requested Action Recommended

Mary Hodson
Mary Hodson, CAO 3/2/2016

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Merlin Jones, District II Supervisor
AYES: Smallcombe, Jones, Long, Cann, Carrier

RES. NO. 16-116

SECOND AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT is made and entered into this 2nd day of February, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County"** and Willdan Engineering, hereinafter referred to as **"Consultant"**.

WHEREAS, the **County** and **Consultant** have heretofore entered into an Agreement dated October 15, 2013, wherein **Consultant** agreed to provide bridge design services for Indian Gulch Road over the Bear Creek Bridge (40C0059) ; and

WHEREAS, **County** and **Consultant** entered into the First Amendment dated January 6, 2015 to extend the completion date of this agreement.

WHEREAS, **County** and **Consultant** desire to amend said Agreement extending the date of completion to December 31, 2017.

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

1. Paragraph 1.01 "Agreement Term" is hereby amended to extend the date of completion December 31, 2017.

2. Except as herein amended, the Agreement dated October 15, 2013, together with the First Amendment dated January 6, 2015 extending the date of completion to December 31, 2015 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:

3-9-16

JOHN CARRIER, Chair (Date)
Mariposa County Board of Supervisors

CONSULTANT:
Willdan Engineering

1/15/2016

(Signature) (Date)
NEWTON ARMSTRONG

APPROVED AS TO FORM:

3-9-16

STEVEN W. DAHLEM (Date)

ATTEST:

3-9-16

Rene LaRoche (Date)

MARIPOSA COUNTY

Public Works • (209) 966-5356

RESOLUTION - ACTION REQUESTED 2015-15

MEETING: January 6, 2015

TO: The Board of Supervisors 3 Amendments

FROM: Doug Wilson, Interim Public Works Director

RE: Approve the First Amendment with Willdan Engineering

RECOMMENDATION AND JUSTIFICATION:
Approve Three First Amendments With Willdan Engineering Extending the Terms of Three Agreements to December 15, 2015, for Bridge Design for Bridges on White Rock Road Over Deadman Creek (Bridge No. 40C0062, Contract No. 14-014)), Indian Gulch Road Over Bear Creek (Bridge No. 40C0059, Contract No. 14-015), and Old Toll Road Over Bear Creek (Bridge No. 40C0057, Contract No. 14-016). Due to unforeseen delays, it is necessary to extend the terms of the Agreements in order to allow sufficient time for the contracted work to be completed. The original term of the Agreements expired on December 31, 2014.

Willdan Inc. is providing project management, topographic survey and right-of-way mapping, geotechnical engineering, hydraulics, preliminary engineering and environmental surveys and constraints mapping for the bridges.

The Federal Highway Administration administers the Federal Highway Bridge Program as part of the current Federal Transportation Bill, MAP-21. Caltrans manages the program in the State of California.

Under current regulations 100% of the cost of these contracts, and the staff time necessary for Public Works to manage them, are reimbursable from the Highway Bridge Program.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On October 15, 2013 Resolution #2013-460 authorized Public Works to enter into three Agreements with Willdan Engineering for bridge design work on White Rock Road over Deadman Creek, Indian Gulch Road over Bear Creek, and Old Toll Road over Bear Creek.

On May 28, 2013 the Board approved a Program Supplement with Caltrans for these three bridges.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the three First Amendment; the contractor would not be able to

continue with the projects.

FINANCIAL IMPACT:
No financial impact-date extension only

ATTACHMENTS:
Willdan Engr-First Amendment and Contract (Indian Gulch Rd) (PDF)
Willdan Engr-First Amendment and Contract (Old Toll Rd) (PDF)
Willdan Engr-First Amendment and Contract (White Rock Rd) (PDF)

CAO RECOMMENDATION

Mary Hodson
Mary Hodson, Interim CAO 12/30/2014

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor-Elect
SECONDER: John Carrier, District V Supervisor
AYES: Smallcombe, Long, Jones, Cann, Carrier

RES. NO. 15-15

FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT is made and entered into this 6th day of January, 2015, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County"** and Willdan Engineering, hereinafter referred to as **"Consultant"**.

WHEREAS, the **County** and **Consultant** have heretofore entered into an Agreement dated October 15, 2013, wherein **Consultant** agreed to provide bridge design services for Indian Gulch Road over the Bear Creek Bridge (Bridge No. 40C0059); and,

WHEREAS, County and **Consultant** desire to amend said Agreement extending the date of completion to December 31, 2015; and,

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

1. Paragraph 1.01 "AGREEMENT TERM" is hereby amended to extend the date of completion to December 31, 2015.
2. Except as herein amended, the Agreement dated October 15, 2013, 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:
Department of Public Works

Merlin Jones
MERLIN JONES, Chair
Mariposa County Board of Supervisors

1-6-15
(Date)

CONTACTOR:
Willdan Engineering

(Signature)

12-15-14
(Date)

APPROVED AS TO FORM

Steven W. Dahlem
STEVEN W. DAHLEM
County Counsel

1-6-15
(Date)

ATTEST:

Rene LaRoche
Rene LaRoche
Clerk of the Board of Supervisors

1-6-15
(Date)

MARIPOSA COUNTY

Public Works · (209) 966-5356

RESOLUTION - ACTION REQUESTED 2013-460

MEETING: October 15, 2013

3 Agreements

TO: The Board of Supervisors

FROM: Peter Rei, Public Works Director

RE: Approve Three Professional Agreements with Willdan Engineering for Bridge Design Services

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RECOMMENDATION AND JUSTIFICATION:

Approve Three Professional Agreements with Willdan Engineering for Bridge Design for Bridges on White Rock Road over Deadman Creek (Bridge No. 40C0062, Contract No. 14-014), Indian Gulch Road over Bear Creek (Bridge No. 40C0059, Contract No. 14-015) and Old Toll Road over Bear Creek (Bridge No. 40C0057, Contract No. 14-016) In The Not-to-Exceed Amount of $152,816 for Contract No. 14-014, $225,600 for Contact No. 14-015 and $224,760 for Contract No. 14-016, and Authorize the Board of Supervisors Chair to Sign the Agreements.

Willdan Inc. will provide project management, topographic survey and right-of-way mapping, geotechnical engineering, hydraulics, preliminary engineering and environmental surveys and constraints mapping for both bridges.

The Federal Highway Administration administers the Federal Highway Bridge Program as part of the current Federal Transportation Bill, MAP-21. Caltrans manages the program in the State of California.

Under current regulations 100% of the cost of these contracts, and the staff time necessary for Public Works to manage them, are reimbursable from the Highway Bridge Program.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On May 28, 2013 the Board approved a Program Supplement with Caltrans for these three bridges.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve these contracts which would mean that the bridges would not be replaced.

FINANCIAL IMPACT:

Funding is allocated in fund 512. White Rock Bridge, 512-1312-182-0656; Indian Gulch Bridge, 512-+1312-782-0652; and Old Toll Bridge, 512-1312-782-0651.

ATTACHMENTS:
White Rock Bridge E-76 Allocation (PDF)
Indian Gulch Bridge E-76 Allocation (PDF)
Old Toll Rd Bridge E-76 Allocation (PDF)
Willdan Engineering-Deadman Creek Bridge (14-014) (PDF)
Willdan Engineering-Bear Creek Bridge (14-015) (PDF)
Willdan Engineering-Bear Creek Bridge (14-016) (PDF)

CAO RECOMMENDATION
Requested Action Recommended

Rick Benson, County Administrative Officer

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: John Carrier, District V Supervisor
SECONDER: Merlin Jones, District II Supervisor
AYES: Lee Stetson, Merlin Jones, Kevin Cann, John Carrier
EXCUSED: Janet Bibby

V10862 Rev 13-460

14-015

PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT is made this 15 day of October, 2013 between:

COUNTY: Mariposa County Department of Public Works
4639 Ben Hur Road
Mariposa, CA 95338

and

CONTRACTOR: Willdan Engineering
2014 Tulare Street, Suite 515
Fresno, CA 93721

ARTICLE 1. TERM OF AGREEMENT

1.01 Agreement Term: This Agreement shall become effective on October 15, 2013, and shall terminate on December 31, 2014, unless terminated in accordance with the provisions of Article 7 of this Agreement.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

2.01 Independent Contractor: It is the express 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.

2.02 Contractor Qualifications: Contractor represents that it has the necessary competence, experience and qualifications for the services to be performed.

2.03 Agreement Management: Contractor shall report to the Public Works Director who will review the activities and performance of the Contractor and administer this Agreement.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

3.01 Scope of Services: . Contractor agrees to provide services to the Department of Public Works per the scope of work attached hereto. Willdan Engineering will provide Project Management as desctibe on Exhibit "A" attached for Indian Gulch Road over the Bear Creek Bridge.

3.02 Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.

3.03 Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Agreement. County may not control, direct, or supervise Contractor's responsibility for assistants or employees in the performance of those services. Contractor assumes full performance of those services. Contractor assumes full and sole responsibility for the payment of all compensation and expenses of such assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

ARTICLE 4. COMPENSATION

4.01 Compensation: In consideration for the services to be performed by Consultant, County agrees to pay Consultant in proportion to the services satisfactorily performed with a not to exceed amount of **$225,600**. Items designated as "time and materials", the consultant shall be paid, and reimbursed for costs, a total sum not to exceed the amount shown in Exhibit "A" attached hereto. In the event payments equal the "not to exceed" amount, Consultant shall complete all services required under this agreement without further compensation or cost reimbursement.

[ ] Total sum to be paid upon completion of services,
or
[x] Incremental payments based on the following schedule:
Submittal of monthly invoices

4.02 Invoices: Contractor shall submit detailed invoices for all services being rendered from the Contractor to the County. All invoices shall reference contract number.

4.03 Date for Payment of Compensation: County will endeavor to make payment within 45 days of invoices being submitted from the Contractor to the County, and approval and acceptance of the work by the County.

4.04 Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of equipment provided by Contractor, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

5.01 Tools and Instrumentalities: Contractor will supply all tools and instrumentalities, required to perform the services under this Agreement. Contractor is not required to purchase or rent any tools, equipment or services from County. County shall not provide working space, supplies, materials or other such support to Contractor in the performance of the services and tasks as described herein.

5.02 Indemnification: Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, to the extent caused by the negligent performance of services by Contractor or Contractor's assistants, employees or agents, including all claims relating to the injury or death of any

person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of One Million Dollars ($1,000,000) or an amount as otherwise determined appropriate by the County Risk Manager to cover such claims. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. Acceptance by County of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

5.03 General Liability and Automobile Insurance: During the term of this Agreement Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least $1,000,000 combined limit for bodily injury and property damage; provided that the County, its officers, employees, volunteers and agents are to be named additional insureds under the policies, and that the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or the named insureds will be called on to cover a loss covered hereunder. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.

5.04 Professional Liability Coverage: Contractor shall provide proof of professional liability coverage satisfactory to County prior to commencing work under the Agreement.

5.05 Certificate of Insurance: Contractor shall complete and file with the County prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth in paragraphs 5.02, 5.03 and 5.04 above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to County prior to the effective date of such cancellation.

5.06 Workers' Compensation: During the term of this Agreement Contractor agrees to provide workers' compensation insurance for Contractor's employees and agents and agrees to hold harmless and indemnify County for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.

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

5.08 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.

5.09 Records: It is understood and agreed that all plans, studies, specifications, and data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Agreement shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the County and are not necessarily suitable for any future or other use. Contractor shall maintain such records for a minimum of three (3) years or as otherwise required by law.

5.10 Contractor's Books and Records: Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.

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

ARTICLE 6. OBLIGATIONS OF COUNTY

6.01 Cooperation of County: County agrees to comply with all reasonable requests of Contractor and provide access as allowed by law to all documents reasonably necessary to the performance of Contractor's duties under this Agreement.

6.02 Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by County without the prior written consent of Contractor.

ARTICLE 7. TERMINATION OF AGREEMENT

7.01 Termination Occurrence of Stated Events: This Agreement shall terminate automatically on the occurrence of any of the following events:
1. Bankruptcy or insolvency of Contractor;
2. Death of Contractor.

7.02 Termination by County for Default of Contractor: Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at County's option, may terminate this Agreement by giving written notification to Contractor.

7.03 Termination for Convenience of County: County may terminate this Agreement at any time by mailing a notice in writing to Contractor that the Agreement is terminated. Said Agreement shall then be deemed terminated and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

7.04 Termination of Funding: The parties acknowledge that the nature of government finance is unpredictable, and that the rights and obligations set forth in this Agreement are necessarily contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Agreement and all obligations of County arising from this Agreement shall be immediately discharged. County agrees to inform Contractor no later than thirty (30) calendar days after County determines, in its sole judgment, that funding will be terminated and the final date for which funding will be available.

ARTICLE 8. GENERAL PROVISIONS

8.01 Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

8.02 Entire Agreement of the Parties: This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged and approved by the County as provided herein or as otherwise required by law.

8.03 Partial Invalidity: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

8.04 Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

8.05 Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. No discrimination shall be made by Contractor in the employment of persons who work under this Agreement because of race, color, national origin, ancestry, disability, sex or religion of such person.

8.06 Waiver: In the event that either County or Contractor shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation.

8.07 Governing Law: This Agreement and all matters relating to it shall be governed by the laws of the State of California and County of Mariposa and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Mariposa.

Executed at Mariposa, California, on the date and year first above written.

COUNTY:
Departmemt of Public Works

LEE STETSON, Chairman
Mariposa County Board of Supervisors

10-15-13
Date:

CONTRACTOR:
Willdan Engineering

(Signature)

9/27/2013
Date:

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

10/15/13
Date:

APPROVED BY:

PETER M. REI, PE
Public Works Director

10/7/13
Date:

September 2013

APPLICABLE STANDARDS

All work process and products subject to this Agreement shall be completed in strict accordance with the most recent version of Caltrans Local Assistance Procedures Manual (LAPM) as necessary to secure project authorization from Caltrans/FHWA for bridge replacement. In addition, the project shall conform to the following design and environmental standards:

- Mariposa County Public Works improvement standards & specifications
- Caltrans 2010 Standard Plans & Specifications
- Local Assistance Procedures Manual
- Caltrans Highway Design Manual
- Caltrans Memos to Designers
- Caltrans Seismic Design Criteria
- Caltrans Bridge Design Aids
- Caltrans Bridge Design Details
- Caltrans Seismic Design Criteria
- AASHTO LRFD Standard Specifications for Highway Bridges, 4th Edition, with California amendments
- AASHTO A Policy on Geometric Design of Highways and Streets, 2004 Edition
- Caltrans Standard Environmental Reference

DELIVERABLES

All work products are subject to review and approval by the County. Willdan shall provide the County with sufficient time and opportunity to review and comment on all deliverables prior to final publishing and/or submittal to Caltrans/FHWA. As such, all deliverables shall be provided to the County in draft and final versions. The County's comments on draft submittals shall be addressed by the Willdan and incorporated into the final submittal, where appropriate.

Unless otherwise noted herein, the Willdan shall provide: draft submittals to the County in an acceptable digital format; and all final documents in both paper (four copies, including one photo-ready) and digital (both PDF and native) formats. For final record documents, Willdan will provide the following in addition to the above:

- Specifications and other text documents — Provide one unbound wet stamped original of the final version.
- Plans and drawings — Provide two wet stamped originals of the final version.
- Electronic files – Provide one CD containing plans, specifications, and estimate in AutoCAD, MS Word, and MS Excel formats.

WORK PLAN

September 2013

Following is a complete work breakdown for phase 1 of the project.

The following conventions are noted. Where the subject is implied, it shall be assumed to refer to the Willdan. Use of the word, "County", shall refer to the County Contract Manager. Unless otherwise noted, it shall be assumed that Willdan shall provide separate deliverables for each bridge site. Where a task is labeled "CONTINGENT", Willdan shall not commence work until a separate notice to proceed has been issued by the County.

TASK 1 PROJECT MANAGEMENT

1.1 COMMUNICATIONS AND COORDINATION

Willdan shall maintain frequent contact with the County, stakeholders, and task leaders to keep the lines of communication open and to facilitate and ensure successful project delivery. The Willdan shall:

- Establish and implement a project document/correspondence management and distribution system to assure that information flows between all parties of the Project as intended.
- Maintain a project contact list with names and contact information for all interested parties.
- Develop and maintain a project document retention system, which shall be transferred to the County upon Project completion or contract termination. Said system shall catalog and retain all significant project correspondence and work products in their native format.

1.2 MEETINGS

Willdan shall organize, schedule, and chair meetings as necessary to provide progress updates, coordinate between technical disciplines, and facilitate overall project communication. For each meeting, Willdan shall prepare meeting agendas and minutes for all meetings. The agendas are to be submitted to the County for review five (5) working days prior to the meeting. The minutes shall be distributed to all attendees and everyone who was invited within five (5) working days after the meeting. The minutes shall include, but not be limited to, a list of attendees with phone numbers and email, a synopsis of discussion items, any pertinent information, action items, and follow-up to action items. The following meetings are anticipated for this project.

PDT Meetings: The project development team (PDT) meetings will serve as the primary forum for reviewing the status of the project and identifying and resolving project issues. Attendees will include the Willdan's Project Manager, and task leads as needed, County and Caltrans staff and other

stakeholders as necessary. Throughout the anticipated duration of the project design phase, Willdan shall attend and facilitate up to eight (8) PDT meetings.

Technical Coordination Meetings: Willdan shall coordinate technical and/or environmental specific issues with the County, Caltrans and others through meetings and correspondence. Willdan shall prepare for and facilitate up to two (2) technical meetings, as needed. Willdan shall also be available to attend and present information, as needed, at the County's Board of Supervisors meeting. Prepare special exhibits to illustrate the design concept and project limits at the appropriate design stages.

Public Hearings: Willdan shall facilitate the County's public hearings specifically required for NEPA and CEQA compliance.

Deliverable(s):

Meeting notices, agendas, special exhibits and minutes

1.3 PROJECT SCHEDULE

To identify and manage the Project critical path, Willdan shall prepare a detailed project baseline schedule based on a work breakdown structure that will include tasks of parties involved in the Project and will take into account agency staff review time. The schedule shall include the following information:

- Task dependencies as predecessors and successors;
- Anticipated task durations with beginning and end dates; and
- Critical path with milestones.

Willdan shall routinely update the schedule to manage/monitor work progress as the Project progresses. Updates shall be provided to the County on a monthly basis.

Deliverable(s):

Project Schedule (baseline and monthly thereafter in digital format only)

1.4 PROJECT ADMINISTRATION

Willdan shall monitor and control the effort and progress of the work as follows:

- ***Monitor subconsultant progress and review/approve invoices:*** Willdan shall track the work progress of the proposed subconsultants and review their invoices for format and content compliance.
- ***Prepare monthly progress reports and client invoices:*** During the term of the agreement, Willdan shall be responsible for reporting progress to the County on a regular basis and as

necessary to keep the Project schedule up to date and the Project team "on the same page." Willdan shall submit a monthly Progress Report to accompany invoices. The reports will generally include a narrative on work accomplished during the reporting period; work planned for the next reporting period; information/decisions required to maintain the Project schedule and complete deliverables; problems encountered that may affect the schedule, budget, and anticipated work items; and recommendations to resolve issues. This report can be customized and formatted to best suit the needs of the County.

Deliverable(s):

Monthly progress reports (digital format only)

1.5 QUALITY CONTROL

Willdan shall establish and implement a process to ensure that all deliverables (including draft) are complete and accurate, including but not limited to, ensuring that design calculations are independently checked and that exhibits and plans are checked, corrected and back-checked. Willdan shall review subconsultant submittals to ensure that appropriate background information, study methodology, interpretation of data, format and content are completed in accordance with the scope of work and applicable standards. Transmittals for all deliverables shall include the name(s) and contact information of the person(s) involved in ensuring quality deliverables.

Deliverable(s):

Document transmittals with QC reviewer contact information

1.6 FEDERAL AID (LOCAL PROGRAMS) ASSISTANCE

Willdan will closely coordinate with the County and Caltrans District 10 Local Programs staff throughout the design phase of the project. Willdan will provide assistance with preparing and processing the required Federal forms for authorizing and allocating HBP funds for the project. Willdan will prepare the forms for the County's signature, and after the County has signed each form, Willdan will forward the forms to the appropriate Caltrans staff member and follow up with phone calls or meetings as required to verify the forms have been accepted, processed, and approved.

Deliverable(s):

Federal Aid (Local Assistance Programs) Forms:

Exhibit No.	Form Name	Needed Prior to Advertising
LAPM 3-B	Request for Authorization to Proceed with R/W	Yes
LAPM 3-E	Request for Authorization to Proceed Data Sheets (x2)	Yes
LAPM 3-O	Completed Finance Letter (x3)	Yes

LAPM 12-A	Preliminary Estimate of Cost	Yes
LAPM 12-C	PS&E Certification	Yes
LAPM 12-D	PS&E Checklist	Yes
LAPM 14-D	Utility Notification	Yes
LAPG 6-A	HBP Application/Scope Definition (Revised)	N/A
LAPG 6-D	HBP Scope/Cost/Schedule Change Request	N/A

TASK 2 ENGINEERING STUDIES

2.1 UTILITY COORDINATION

Reserved

2.2 SURVEY, RESEARCH AND MAPPING

Review Background Information and Research

Willdan will obtain and review the available existing as-built plans, photos, reports, assessor maps, topography, and any other pertinent data from available sources for the project area from the County and other sources. We will perform a field review of the project area and document our findings in writing and with digital photographs.

2.2.1 UTILITY RESEARCH AND MAPPING

Reserved

2.2.2 SURVEYS AND BASE MAPPING

Willdan will utilize our subconsultant, Golden State Surveying Engineering, to perform survey services for this project. To obtain the information necessary for the hydrologic and hydraulic modeling efforts, aerial mapping supplemented with detailed topographic surveys at the bridge sites will be utilized. The survey effort will consist of:

2.2.3. PROJECT CONTROL-NET

- Establish aerial photo control.
- Horizontal control (section corners, property corners, etc.) CCS83 coordinate system.
- Vertical control (benchmarks, temporary benchmarks, etc.) NAVD88 vertical datum.

2.2.4. AERIAL PHOTOGRAMMETRY

- Determine flight and photography.
- Digital mapping (1-ft contour intervals, spot elevations, planimetrics, DTM, etc.)
- Map compilation to produce a complete topographic base map (1"=40').
- Rectified digital orthophotos (1"=40').

2.2.5. LAND-NET RECOVERY (SUFFICIENT TO ESTABLISH RIGHT OF WAY)

- Land survey retracement (lateral section corners, block corners, etc.).
- Record data search (County record maps, Caltrans maps, deeds, etc.).
- Map compilation to produce a complete land-net base map
- Perform monument reestablishment and perpetuation.

2.2.6. SUPPLEMENTAL SURVEYS

- Obtain details at conform areas, intersections and existing bridges.
- Obtain drainage details that are not visible in aerial photogrammetry.
- Map compilation to produce a complete topographic base map (1"=40').
- Trees greater than 4-inch diameter and the species shall be noted.
- 10 Channel Cross Sections upstream and 5 downstream.

Deliverable(s):
Research (Parcel Map, Record of Survey, as-built plans, deeds, APN maps, etc.)
Prepare Topographic and right of way base map at 1" = 40' scale
Provide hard copies & Electronic File (AutoCAD 2010)

2.2.7 RIGHT OF WAY ENGINEERING (CONTINGENT)

The existing legal right of way will be extended to the new project limits. Individual Tax Lot / Property lines will be graphically depicted on the base map and the affected parcels will be researched to ascertain ownership and dedications, identify owners APNs and addresses, and prepare a map showing the ownership lines in relationship to the topographic mapping.

Deliverable(s):
Prepare Plats and Legal Descriptions per County standards for 4 property owners that show permanent takes, existing encumbrances, and temporary easements.

Set temporary stakes to mark the limits of the permanent easement areas and ROW lines for inspection by the owner and right-of-way agent.

2.3 HYDROLOGY AND HYDRAULICS

WRECO will attend one (1) combined kickoff field meeting for both bridges. WRECO will also participate in two (2) conference calls with the County and Project Team staff.

2.3.1 DATA REVIEW

WRECO will review available data, including previous studies, provided by the County and the Project Team. Key information to review will be the available hydrologic and hydraulic data for Bear Creek.

2.3.2 FIELD RECONNAISSANCE

WRECO will perform one (1) field reconnaissance for both bridges to assess the existing conditions in the vicinity of the project sites.

2.3.3 HYDROLOGIC ANALYSIS

WRECO's preliminary research of the Federal Emergency Management Agency's (FEMA) Flood Insurance Study (FIS) indicated that there is no detailed study available at the bridge site. WRECO will perform hydrologic analyses using the two following methods to estimate the design flows: 1) USGS Regional Regression Method and 2) a statistical analysis using the USGS stream gage data of Station 11260200 (Bear Creek near Catheys Valley). WRECO will identify the appropriate design floods (usually the 50-year flood), base flood (100-year flood), flood of record (if possible), and the overtopping flood.

2.3.4 HYDRAULIC ANALYSIS

WRECO will perform a hydraulic analysis to determine the design flow characteristics for the existing condition through the study area including the limits and water surface profile through the study area for the base flood. The hydraulic model of choice will be the U.S. Army Corps of Engineers' HEC-RAS Model. WRECO will coordinate with the Project Team to obtain the surveyed channel cross-sections for setting up the hydraulic model.

2.3.5 BRIDGE LOCATION HYDRAULIC STUDY

WRECO will perform a Location Hydraulic Study and conduct a floodplain risk assessment for the proposed Project. WRECO will prepare a Bridge Location Hydraulic Study Memo, which will include the standard Summary of Floodplain Encroachment Form and technical discussions.

Deliverable(s):

- Bridge Location Hydraulics Study Memo (Draft [3 hard copies] and Final [5 hard copies])

2.3.6 SCOUR ANALYSIS

WRECO will perform scour analysis to determine the stability of the creek and the scour potential for the proposed Projects per the methodology specified in the Federal Highway Administration's HEC-18, HEC-20, and HEC-23 manuals. WRECO will make recommendations on the need for scour countermeasures.

2.3.7 BRIDGE DESIGN HYDRAULIC STUDY

WRECO will prepare a Bridge Design Hydraulic Study Report, which will summarize the results from the hydraulic and bridge scour analyses and recommendations for bridge scour countermeasures. The report will also include all of the detailed hydraulic model outputs.

Deliverable(s):

- Bridge Design Hydraulic Study Report (Draft [3 hard copies] and Final [5 hard copies])

2.4 GEOTECHNICAL SERVICES FOR BRIDGE REPLACEMENT

Blackburn Consulting (BCI) will complete Foundation Reports for preliminary and final design of the proposed bridge replacement at Indian Gulch Road over Bear Creek. The Foundation Report will also include geotechnical design recommendations for new pavement sections associated with the approach roadway. BCI's scope of geotechnical services assumes a two-span bridge replacement on similar location/alignment to the existing bridge. BCI's scope and fee does not include recommendations for retaining walls other than for standard wingwalls.

2.4.1 PRELIMINARY RESEARCH, COORDINATION AND MARKING AND CLEARING OF BORING LOCATIONS

BCI will coordinate with Willdan to discuss the project issues and schedule; review published geologic mapping; review preliminary project data; and perform a field site review. BCI will review the site for drill rig access, mark exploratory boring locations and notify Underground Service Alert (USA).

BCI will obtain the necessary Mariposa County boring permit and encroachment permit. BCI assumes that Willdan will provide rights-of-entry if needed and the County will waive the encroachment permit fees and bond requirements.

2.4.2 FIELD INVESTIGATION

For a new single-span structure, BCI will drill, log and sample two (2) exploratory borings to depths of 30 to 40 feet below existing grade to obtain subsurface information and soil/rock samples for testing. We expect that rock coring will be necessary for drilling into shallow bedrock at this site. BCI will complete a boring at each abutment.

The borings will be drilled with a track-mounted drill rig using auger and/or mud-rotary drilling methods through soil, and then diamond-bit core drilling where hard rock is encountered. BCI will collect samples at approximate 5-foot intervals with Standard Penetration Test (SPT) or California Modified samplers to obtain blow count information for geotechnical design. Where hard rock is encountered, BCI will obtain continuous rock core samples during coring and record recovery and rock quality.

A BCI Engineer or Geologist will log the borings and direct the sampling operations consistent with current Caltrans procedures/requirements. Surface and ground water elevations will be noted, where encountered. BCI will spread drill cuttings at the site and backfill the borings with cement grout. BCI will drill the borings in the vicinity of the proposed abutments within the existing shoulder and a portion of the traveled-way, maintaining a single 10-foot traffic lane as required by the County. We will provide warning signs and traffic cones (without flaggers) consistent with traffic control for low volume roadways.

2.4.3 LABORATORY TESTING

BCI will perform the following laboratory tests on relatively undisturbed samples obtained from the exploratory borings: Moisture Content and Unit Weight for bearing capacity and lateral capacity; Triaxial Compression or Direct Shear for bearing capacity and lateral capacity; Sieve Analysis for scour analysis data; Resistance Value for pavement design; and, Resistivity, pH, Sulfate Content and Chloride Content for soil corrosivity analysis.

2.4.4 PRELIMINARY FOUNDATION REPORT

After completion of the subsurface exploration, BCI will prepare and submit a Preliminary Foundation Report (PFR) for the bridge, consistent with Caltrans procedures and format, for use in the Bridge Type Selection Phase of the project. The Preliminary Foundation Report will include: Project Location and Vicinity Map; Summary of Site Geology and Subsurface Conditions; Seismic Data and Evaluation (using current Caltrans seismic design criteria, including preliminary ARS curve); Liquefaction Considerations; Approach Roadway (subgrade preparation and new pavement sections); Preliminary Foundation Alternatives (e.g., spread footings, driven piling, and cast-in-drilled-hole piling); Preliminary Foundation Recommendations (spread footing recommendations, pile types, pile tip elevation ranges); and Preliminary Construction Considerations.

3. ENVIRONMENTAL REVIEW

Willdan Engineering and Sycamore Environmental will coordinate with Caltrans, United States Fish and Wildlife Service, Army Corps of Engineers, Federal Highway Administration, State Historic Preservation Office, California Department of Fish and Wildlife, California Regional Water Quality Control Board, the County, and any other regulatory agency involved in preparing the technical studies required for the project under the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA).

The Preliminary Environmental Studies (PES) will be prepared as part of the Caltrans District 10 Local Assistance environmental oversight process. As the PES preparation is pending, the scope and extent of technical studies that may be needed to support the environmental review are as yet undetermined. Sycamore Environmental is familiar with the technical studies and memoranda that District 10 is likely to require and which may be contingent. Nevertheless, the scope of work will be determined by the outcome of the field review and approved PES form. Accordingly, the scope of work outlined in the following sections is indefinite and is intended to be more comprehensive than what may be necessary. Where such efforts are as yet indefinite, they are considered "contingent" tasks and are subject to a separate notice to proceed to be issued by the County.

3.1 PRELIMINARY ENVIRONMENTAL STUDY (PES) FORM

Sycamore Environmental shall prepare a draft PES Form for the project and shall coordinate with Willdan Engineering, the County, and Caltrans to setup a field review prior to approval of the PES Form. It is assumed the field review meeting will be conducted the same day as another PES review field meeting at a nearby County companion project. During the field review meeting at the project site, the County, Caltrans, Willdan Engineering, and Sycamore Environmental representatives will review and finalize the PES form. Participants will discuss each element of the PES checklist form, refine the environmental study limits and potential modifications to the preliminary bridge replacement structure, and identify issues of concern and required technical studies. The PES form will outline the recommended federal environmental documentation, technical studies, surveys, approvals, agency coordination, and permits required for the bridge replacement project. The Caltrans District 10 air quality specialist contacted by Sycamore Environmental indicated that the proposed project meets the definition of an exempt project in 40 CFR 93.126 (safer, non-federal aid system roads). It is not subject to regional and project level conformity determinations. The two page Caltrans Transportation Air Quality Conformity Findings Checklist will be completed during preparation of the PES. No additional air quality technical studies will be required by Caltrans.

Once the draft PES Form is completed, it will be reviewed by Willdan Engineering, the County, and Caltrans. Sycamore Environmental will submit the County approved PES to Caltrans for signature prior to initiating technical studies.

Deliverables:
Preliminary Environmental Study Form
Field review meeting with Caltrans
Five (5) copies of a Draft PES Form and Final PES Form, Meeting Agenda, Meeting Notes

3.2 AREA OF POTENTIAL EFFECTS MAP

Sycamore Environmental and Francis Heritage, the cultural consultant, will prepare the APE map that delineates the archaeological and historical (horizontal and vertical) APE. District 10 may want the County engineer to sign the APE map in addition to Caltrans staff and the District Local Assistance Engineer.

Deliverable:
Draft and Final APE to be signed by County and Caltrans

3.3 TECHNICAL STUDIES

3.3.1 HAZARDOUS WASTE INITIAL SITE ASSESSMENTS (ISA) (CONTINGENT-WILLDAN TO PREPARE)

Based on direction from Caltrans, District 10, Willdan will prepare a Hazardous Waste ISA (Initial Site Assessment) to identify all documented hazardous waste sites located within the project study areas, as well as facilities located within the project study areas that store, transfer, or utilize hazardous materials. Willdan will also conduct an agency records search to identify all hazardous waste sites located within the project study areas and classified as a hazardous waste site under state law. One (1) ISA report will be prepared for the bridge replacement projects along County Road 35.

In addition to the foregoing, Willdan will conduct a visual survey of the project areas to identify any obvious area of hazardous waste contamination, including pesticides used on adjacent crop areas. If hazardous waste sites are identified within the project study area (via governmental records and/or the visual survey), Willdan will determine the potential impact to the project and identify subsequent procedures to determine the extent of contamination and remediation requirements. Potential hazardous materials for these bridges may include lead based paint and pesticides from adjacent farmland.

Deliverable:
Hazardous Waste Initial Site Assessment

3.3.2 HISTORIC PROPERTY SURVEY REPORTS/ARCHAEOLOGICAL SURVEY REPORTS (HPSR/ASR)

Sycamore Environmental subconsultant Francis Heritage, LLC will prepare an Archaeological Survey Report (ASR) and Historic Property Survey Report (HPSR) pursuant to Caltrans standards. The reports will detail survey and research methods, background history, and findings and conclusions regarding the field survey. If any historic resources (structures) are identified, they will be evaluated to determine if

they meet any qualified criteria for eligibility on the National Register of Historic Places. Estimated fees for this project are based upon the recordation of an estimated two (2) archaeological resources.

Area of Potential Effects (APE) Map – Francis will assist with the preparation of the APE map pursuant to Attachment 3 of the *Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and Caltrans regarding Compliance with Section 106 of the National Historic Preservation Act* (Programmatic Agreement).

Native American Consultation – Francis will assist Caltrans on Native American consultation, request a Sacred Lands File search for the bridge to be sent to the Native American Heritage Commission (NAHC) via certified mail, with County approval, and those groups and individuals whose contact information is provided by the NAHC. Francis will follow up via telephone with those groups that have not responded to the initial letter. All Native American consultation efforts will be documented.

Prefield Studies – Francis will conduct an investigation into previously published materials relating to the history of the project area. Francis will do a formal records search at the Central California Information Center, California Historical Resources Information System, and conduct an investigation into previously published materials relating to the prehistory of the project area.

Field Surveys – Francis will perform field surveys of the APE. Cultural resources will be recorded on DPR 523 forms, as appropriate, measured and photographed. Cultural resource issues of highest concern are prehistoric archaeological sites. The study area is located in an area that may have been attractive to prehistoric inhabitants based on its proximity to the waterway. Bedrock in the stream channel may have been utilized for milling foods. If an archaeological deposit is encountered in the APE, a preliminary assessment of site deposit would be made through surface inspection. Any archaeological material recovered will be recorded and re-deposited and a map prepared depicting site boundaries in relation to the APE. The site will be recorded on a standard archaeological site record (DPR 523 form).

Deliverable(s):
Historical Property Survey Reports
Archaeological Survey Reports
APS Coordination with Tribes

3.3.3 Cultural Resources Tasks (CONTINGENT)

If there is an archaeological resource within the APE, additional documents may be required. These optional tasks consist of the following:

Historic Resource Evaluation Report (HRER) - If evaluation of historic-era resources is deemed necessary, this option would include historic archival work, recordation and evaluation of the historic bridge, archaeological site evaluation as well as preparation of the report pursuant to Caltrans standards. The

HRER would include a subtask for archaeological excavation if necessary to evaluate a historic-era archaeological resource. This document may be combined with the ASR.

Extended Phase I – If a resource is within the APE, Caltrans procedures for an Extended Phase I (XPI) would be followed including 1) writing a research design, 2) conducting a test excavation to gather data used to make an eligibility determination, and 3) preparing a report containing the research questions, field methods appropriate to gather data pertinent to answering the research questions, and an assessment of the research potential of the site to answer appropriate important questions. Native American consultation and participation is part of the evaluation.

Finding of Effect (FOE) - When historic resources (eligible properties) are within the APE, Caltrans proposes to SHPO a Finding of Effect and submits to SHPO documentation supporting the proposed finding. Therefore, additional documentation could include a FOE and an Environmentally Sensitive Area Action Plan (ESA) if appropriate. We would prepare the FOE in accordance with Caltrans standards.

Memorandum of Agreement (MOA) - If impacts to historic properties are anticipated, the project would be considered to have an adverse effect on historic properties. We will work with Caltrans on the resolution of adverse effects pursuant to Stipulation XI of the Programmatic Agreement. Therefore, additional documentation would include a MOA.

Section 4(f) - Section 4(f) is triggered if the project requires "use" of a National Register of Historic Places-eligible or listed resource. A "constructive use," by definition, involves impacts such that the protected activities, features and attributes would be substantially impaired. When the HPSR draft is complete, we will aid the County in contacting Caltrans for a determination on the necessity for and type of 4(f) evaluation. The report for Section 4(f) Properties is the Section 4(f) Evaluation.

Deliverables:
Historic Resource Evaluation Report
Phase I
FOE
MOA
Section 4(f)

3.3.4 WETLANDS STUDY

Sycamore Environmental will conduct a Wetlands Study of the project study area. The Wetlands Study will include a formal jurisdictional delineation of wetlands and waters of the U.S. conducted in accordance with the 1987 Corps Wetland Delineation Manual and other current regional guidance. The Jurisdictional Delineation Report will be prepared in accordance with the Sacramento District minimum standards. This is a stand-alone technical report which is included as an appendix to the NES. The Wetlands Study supports Section 404 CWA permitting.

Draft Wetland Study will be submitted to the County for review and comment. Following County review/approval, the draft wetland study will be submitted to Caltrans for review/approval. Following Caltrans review, the wetland study will be finalized and delivered.

The Wetlands Study will be submitted to the Corps requesting a preliminary jurisdictional determination (PJD). Sycamore Environmental will attend the field verification with Corps and revise delineation map if necessary.

Deliverable(s):
Wetland Study Report

3.3.5 NATURAL ENVIRONMENT STUDY

Sycamore Environmental will prepare the NES. The NES incorporates the results of biological studies and coordination with the resource agencies. A NES report describes the existing biological environment and how the project affects that environment and provides the technical documents concerning plants, animals and natural communities occurring in the project study area. The NES report will be prepared in the current Caltrans NES format.

Literature Research/ Coordination: Sycamore Environmental will identify and scope project issues and coordinate with the Client to develop the final study limits. Sycamore Environmental will coordinate as necessary with CDFW, USFWS, NOAA Fisheries/NMFS, and the Corps. The literature research will include a query of the California Natural Diversity Database (CNDDB) for a list of special-status species and habitats that occur in the vicinity of the project site and obtaining a list from the U.S. Fish and Wildlife Service (USFWS) of federal-listed species that could be affected by the project.

Field Survey: Sycamore Environmental will conduct fieldwork to determine the potential for occurrence of special-status species and sensitive habitats. During the field survey, Sycamore Environmental will map plant communities and sensitive resource features. Plant and wildlife species will be recorded. Based on preliminary research, 1) no federal-status plants have potential to occur on the site and 2) approximately 7 other special-status plants considered under CEQA have potential to occur at the site. This task includes one survey during May and one survey during July to cover all special-status plant species with potential to occur. These surveys will satisfy the requirements of both NEPA and CEQA.

Reports: The NES report will evaluate potential project impacts and incorporate resource agency comments. The NES will reach a conclusion regarding the project effects on federal listed species. Sycamore Environmental will prepare avoidance, minimization, and mitigation measures as needed. An AutoCAD map of biological resources using project engineer's basemap will be prepared.
Draft NES reports will be submitted to the County for review and comment. Following County review/approval, draft NES reports will be submitted to Caltrans for review/approval. Following Caltrans review, the NES reports will be finalized and delivered.

Deliverable(s):
Natural Environmental Study (NES) Report

3.3.6 CALIFORNIA RED-LEGGED FROG ASSESSMENT

Sycamore Environmental will facilitate resource agency permit related coordination with the U.S. Fish and Wildlife Service (USFWS) to document Federal Endangered Species Act compliance. The project is located in the range of the California red-legged frog (CRLF), a federally-listed threatened species. There are no CRLF occurrences in CNDDB for the Bear Valley Quad or 8 surrounding quads. CRLF is on the USFWS species list for the Bear Valley Quad. Due to the limited habitat and distance to the nearest known record, the USFWS may be able to make a not likely to adversely affect determination using the results of a protocol site assessment and proposed avoidance and minimization measures. Sycamore Environmental will conduct a site assessment for CRLF in accordance with the USFWS August 2005 guidelines (*Revised Guidance on Site Assessment and Field Surveys for California red-legged frog*). The results of the site assessment will be submitted to the USFWS to determine if field surveys are necessary (included as a contingent task).

Deliverable:
CRLF Site Assessment Report

3.3.7 CALIFORNIA RED-LEGGED FIELD SURVEYS (CONTINGENT)

The USFWS may require CRLF protocol field surveys before concurring that the project will not likely adversely affect the species. Breeding season surveys for CRLF should commence between March/April, when CRLF are most likely to be breeding at the elevation of the project site. The non-breeding season surveys should be conducted from July 1st to September 30th. Sycamore Environmental will conduct CRLF field survey in accordance with the USFWS August 2005 guidelines (*Revised Guidance on Site Assessment and Field Surveys for California red-legged frog*).

Deliverables:
CRLF Field Survey Report

3.3.8 BIOLOGICAL ASSESSMENT & SECTION 7 CONSULTATION

Biological Assessments are the reports Caltrans uses for formal and informal Section 7 Consultations. Preparation of a BA does not mean that formal consultation is required. Sycamore Environmental will prepare the Biological Assessment (BA). Caltrans District 10 requires the preparation of two Biological Assessments, one for consultation with USFWS and one for consultation with NMFS. The BA is prepared to support Endangered Species Act consultation with U.S. Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS). The BAs will focus on California red-legged frog, federal listed salmonids, and other federal species and critical habitat. Chapter 14 of the Environmental Handbook

Volume 1 and Chapter 4, Volume 3 provides the methods, procedures, and standards for BA. The BAs will be prepared using the current Caltrans format. A formal Endangered Species Act consultation with either USFWS or NOAA Fisheries could take four to twelve months. Informal consultation could conclude in one or two months.

Deliverables:
Biological Assessment for Consultation with USFWS
Biological Assessment for Consultation with NMFS

3.3.9 WATER QUALITY ASSESSMENT MEMO

Sycamre Environmental will prepare a Water Quality Assessment Memo to address the potential for project impacts on water quality based on current Caltrans guidelines (Environmental Handbook Volume 1, Chapter 9, Water Quality). The report will discuss the water features in the project area, receiving waters conditions, objectives, and beneficial uses as well as Caltrans standard best management practices (BMPs) and project design features required in accordance with the current Caltrans Statewide Storm Water Management Plan.

Deliverable(s):
Water Quality Assessment Memo

3.3.10 VISUAL IMPACT ASSESSMENT CHECKLIST (CONTINGENT)

Sycamore Environmental will prepare a Visual Impact Assessment (VIA) Checklist memo to evaluate the Project's potential to result in adverse impacts to existing visual resources and visual character in the Project area. The memo will be prepared consistent with FHWA, Caltrans and Caltrans Local Assistance Guidelines. It is not anticipated that the memo would identify that an Abbreviated VIA, which is prepared by a Landscape Architect, is required. An abbreviated VIA is a contingent task and is not included in this scope of work.

Deliverable(s):
Visual Impact Assessment Memorandum

3.3.11 NOISE STUDY MEMORANDUM (CONTINGENT)

Sycamore Environmental will prepare a Noise Study Memo to address construction related noise for the project and the Mariposa County noise standards. This deliverable is not a Caltrans standard Noise Study Report. Sycamore Environmental prepared similar memos using the District 10 memo format for CMAQ funded signalizations in the City of Patterson. The Memo will identify the noise level standards contained within the County of Mariposa General Plan Noise Element, as well as any other germane state or federal noise standards. Traffic and construction noise will be quantified and mitigation measure will be provided.

Deliverable:
Noise Study Memorandum

3.4 NEPA/CEQA DOCUMENTATION

Sycamore Environmental shall incorporate the purpose and need, project description, and the technical studies into the draft environmental document, in coordination with the County for CEQA and Caltrans Local Assistance for NEPA. The required tasks to complete the environmental documents are provided below.

We anticipate that CEQA approval will be in the form of a Mitigated Negative Declaration (MND), with mitigation based on the results of the Initial Study (IS) and subsequent associated technical studies. We anticipate that NEPA approval will ultimately be in the form of a CE supported by these technical studies. Sycamore Environmental, working in close coordination with Willdan Engineering and the County, will prepare a preliminary draft IS.

3.4.2 NEPA DOCUMENTATION

Caltrans prepares its NEPA document, which is expected to be a NEPA Categorical Exclusion. Sycamore Environmental will coordinate with Caltrans for NEPA Categorical Exclusion documentation, including the Environmental Commitments Record, Caltrans District 10 Work Plan, wetlands only practicable findings, flood plains only practicable findings, and other findings, as applicable. The work plan lists the project tasks, milestones, and responsible parties for completing various project task components. The Environmental Commitments Record includes the avoidance, minimization measures, permit conditions, and mitigation requirements.

Deliverable:
NEPA Categorical Exclusion
Environmental Commitments Record
Caltrans District 10 Work Plan

3.4.3 CEQA Documentation

The technical studies and agency coordination that satisfy NEPA also support CEQA. A Mitigated Negative Declaration (MND) is assumed under this work plan to be the likely CEQA documentation. Sycamore Environmental will prepare the ISMND using the County's format. This task is complete when the Board of Supervisors adopts the CEQA document. The County will prepare the Staff Report and agendize the ISMND.

Draft Environmental Document: Sycamore Environmental will prepare an administrative CEQA draft ISMND using the County's format. The document will summarize the results of environmental technical studies, document the project Purpose and Need, the alternatives development and screening process, and summarize the public outreach process conducted as part of environmental compliance.

Circulate Draft Environmental Document: The County will print, circulate and mail the CEQA documentation for public comment. Sycamore Environmental will prepare and publish the "Notice of Intent to Adopt". Sycamore Environmental will prepare responses if any comments are received during the circulation.

Prepare and Approve Final Environmental Document: Sycamore Environmental will prepare the "Notice of Determination" and Mitigation Monitoring Plan. The County files the NOD with the County Clerk.

Deliverables:
Initial Study Checklist with associated impacts and mitigation measures (County Draft, Public Circulation Draft, Final with response to comments).
Notice of Intent to Adopt a Mitigated Negative Declaration.
Mitigation Monitoring Plan.
Responses and comments for Staff Report.

3.5 ENVIRONMENTAL PERMITTING

Sycamore Environmental will prepare applications for a section 404 permit from the U.S. Army Corps of Engineers, a section 401 water quality certification from the Regional Water Quality Control Board (RWQCB), and a 1602 Streambed Alteration Agreement from the California Department of Fish and Game (DFG). Conceptual mitigation included in the NES, BA, and CEQA Environmental Document will support the permit applications. The environmental permit applications are prepared after CEQA and NEPA are approved. Sycamore Environmental will coordinate as necessary with the agencies to obtain the permits on the County's behalf. The County will provide application fees.

Deliverables:
401, 404, and 1602 Permit Applications.

4. Bridge / Roadway Study

4.1 DRAFT PLANNING STUDY AND TYPE SELECTION REPORT

Willdan will investigate the existing Indian Gulch Road Bridge Number 40C0059 and develop a Draft Type Selection Report that outlines the existing site conditions and required engineering criteria and studies needed to successfully prepare and deliver this project.

As part of the Draft Type Selection Report three structure type alternatives will be reviewed. A description of the structural parameters and a summation of the advantages and disadvantages for each alternative will be provided.

4.1.1 DRAFT PROJECT STUDY REPORT

Willdan will prepare a Draft Project Study Report for the County's review and comment. The Draft Project Study Report will outline the roadway geometrics, right-of-way, preliminary findings from the geotechnical and hydraulic studies, and any permitting issues. The Draft Project Study Report will be developed following Caltrans standards and guidelines outlined in the Local Assistance Procedures Manual.

As part of the Draft Project Study Report, Willdan will develop an alignment study that addresses the roadway's horizontal and vertical geometrics. The emphasis of this study will be to refine the limits of the horizontal and vertical alignments and determine roadway superelevations, transitions, fill slope impacts, and right-of-way requirements.

The Draft Project Study Report will include preparation of a 1"=40' scale base sheet of the project's limits. The roadway geometrics will be coordinated with the bridge type alternative and the traffic staging plans. The plan sheets will be developed to a 35% level and will show existing and proposed conditions along Indian Gulch Road.

Willdan will summarize findings from the review of existing data/information and field visit(s). The Draft Project Study Report will provide comments on constructability and a cost estimate for each alternative, as well as outlining construction procedures for the recommended option.

Assumptions:
Willdan shall develop one (1) preferred horizontal alignment for the replacement structure that will remain unchanged for all three bridge type alternatives. The vertical alignment will vary depending on the bridge typical section depth.

4.1.2 DRAFT TYPE SELECTION

Willdan shall analyze three (3) structure alternatives. The alternatives shall be developed to a thirty percent (30%) level following Caltrans guideline and standards for bridge design. For each alternative, Willdan will prepare a General Plan to a 30% level that the follows Caltrans drafting and detailing standards. Willdan will investigate vehicular traffic, traffic staging, constructability, construction means and methods, construction cost, and equipment staging requirements for each of the three alternatives.

The Draft Type Selection will be developed following Caltrans standards and guideline outline in the Local Assistance Procedure Manual and will be included in the Project Study Report for the County's review and comment. Willdan will recommend the preferred alternative after coordinating with the County and Caltrans.

4.1.3 PRELIMINARY TRAFFIC CONTROL PLANS

Willdan will prepare Preliminary Traffic Control Plans showing the conceptual construction sequence and staging for the preferred roadway alignment alternative. The Traffic Control Plans will identify the construction stages and temporary traffic routes through the project site, as well as indicating design parameters (design speed, lane widths, clear roadway widths lane shifts and tapers). Willdan will also provide concepts for detour or alternate route plans, as appropriate.

Assumptions:
Signing design is not required for the Preliminary Traffic Control Plans.

Deliverable (s)
Draft Project Study Report
Draft Advance Planning Study
Preliminary Traffic Control Plans

4.2 FINAL PROJECT STUDY AND TYPE SELECTION REPORT

After the Caltrans' Local Assistance group and County's team have reviewed and commented on the Draft Project Study Report, Type Selection Report, and Preliminary Traffic Control Plans Willdan will prepare a comment log form to track all comments through to their final resolution.

Willdan will finalize the Draft Project Study Report, Type Selection Report, and Traffic Control plan sheets to reflect the comments and recommendations received from the County and Caltrans, and Willdan will recommend the preferred alternative that will be advanced to design.

Deliverable(s)
Final Project Study Report
Comment Log

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-57

MEETING: February 11, 2025

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve First Amendment to the Task Order No. 6 with the KPA Group for the Mariposa County Adult Detention Facility Heating, Ventilation, and Air Conditioning (HVAC) Replacement Phase II; Increase the Compensation by $32,680 for a New Amount Not to Exceed $184,660; Approve Budget Action Reducing General Fund Contingency and Increasing Sheriff Headquarters Fund ($32,680) (4/5ths Vote Required); and Authorize the Board of Supervisors Chair to Sign the Amendment

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RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to the Task Order No. 6 with the KPA Group for the Mariposa County Adult Detention Facility Heating, Ventilation, and Air Conditioning (HVAC) Replacement Phase II; Increase the Compensation by $32,680 for a New Amount Not to Exceed $184,660; Approve Budget Action Reducing General Fund Contingency and Increasing Sheriff Headquarters Fund ($32,680) (4/5ths Vote Required); and Authorize the Board of Supervisors Chair to Sign the Amendment.

After extensive design research on the Adult Detention Facility HVAC system, KPA identified concerns that the current design could not produce and support all the electrical needs. Therefore, additional design services were requested for the facility's electrical capacity needs to support the new equipment for the HVAC improvements and for future capacity to support the planned administrative office expansions.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On February 20, 2024, Resolution 2024-67, the Board approved Task Order No. 6 with The KPA Group for Mariposa County Detention Facility HVAC Replacement Phase II in the amount of $151,980.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and the County will not be able to complete the replacement of the HVAC system for the Adult Detention Facility.

FINANCIAL IMPACT

General Fund Contingency will fund the Additional Scope of Work that needs to be performed at the Adult Detention Facility to complete the Design.

ATTACHMENTS

1. **First Amendment to Task Oder No.6**

2. Budget Action Form_HVAC

3. Resolution 2023-99

VOTE RESULT

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

FIRST AMENDMENT TO AGREEMENT TASK ORDER NO. 6 FOR DESIGN SERVICES FOR HVAC REPLACEMENT PHASE II

THIS FIRST AMENDMENT TO AGREEMENT TASK ORDER NO. 6 FOR DESIGN SERVICES FOR HVAC REPLACEMENT PHASE II, is made and entered into this _____ day of _____2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and The KPA Group, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated February 20, 2024, wherein Contractor agreed to provide design services; and

WHEREAS, County and Contractor desire to amend said Agreement to change the scope of work to be provided by Contractor;

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

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

1. Paragraph 2, "SERVICES," and Exhibit A are hereby amended to provide that Contractor agrees to provide the following additional services: ADF Electrical Capacity Upgrade.

2. Paragraph 3, "COMPENSATION," and Exhibit A are hereby amended to provide that an additional $32,680 will be added to the original amount of $151,980, making the total compensation paid to Contractor the not to exceed amount of $184,660.

Except as herein amended, the Agreement dated February 20, 2024 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
_____	_____
Rosemarie Smallcombe, Chair Board of Supervisors	Paul Powers, Principal The KPA Group
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Walter W. Wall County Counsel

FIRST AMENDED EXHIBIT A
FIRST AMENDED SCOPE OF WORK AND COST PROPOSAL

COUNTY OF MARIPOSA - Adult Detention Facility HVAC Replacement
Compensation Worksheet Add Services - ADF Electrical Capacity Upgrade

	SUMMARY BY CLASSIFICATION	PROJECT MANAGER	ARCHITECT	MEP ENGINEER	DESIGNER/ TECHNICAL PROF.	CAD TECHNICIAN	ADMIN.	SUBTOTAL
		$235.00	$210.00	$210.00	$195.00	$155.00	$105.00	
Project Management and Coordination								
1	Continued project management	2	1		1			$875.00
2	Design decisions - generator & main service	1	1	4	2			$1,675.00
SUBTOTAL		**$705.00**	**$420.00**	**$840.00**	**$585.00**	**$0.00**	**$0.00**	**$2,550.00**
Equipment Sizing and Single Line Diagram								
1	Define appropriate equipment sizes		2	8	4			$2,880.00
2	Advance single line diagram			4	2			$1,230.00
SUBTOTAL		**$0.00**	**$420.00**	**$2,520.00**	**$1,170.00**	**$0.00**	**$0.00**	**$4,110.00**
Coordination with Manufactuers and PG&E								
1	Coordinate with Cummins			2	4			$1,200.00
2	Coordinate with Eaton			6	2			$1,650.00
3	Coordinate with PG&E		1	6	2			$1,860.00
4	PG&E Application - complete		1	4	4			$1,830.00
SUBTOTAL		**$0.00**	**$420.00**	**$3,780.00**	**$2,340.00**	**$0.00**	**$0.00**	**$6,540.00**
Siting of New Equipment								
1	Siting of new equipment		4	2	8	4	1	$3,545.00
SUBTOTAL		**$0.00**	**$840.00**	**$420.00**	**$1,560.00**	**$620.00**	**$105.00**	**$3,545.00**
Electrical Design - CDs								
1	Incorporate County comments	1	2	4	2			$1,885.00
2	Code review - Increased capacity		2	8	2			$2,490.00
3	Technical specifications		8	4	8		2	$4,290.00
4	Anticipated power requirements - additions			4				$840.00
5	CDs - incorporate changes	1	2	8	4	12		$4,975.00
6	Plan Review - incorporate into submission		2	4	1			$1,455.00
SUBTOTAL		**$470.00**	**$3,360.00**	**$6,720.00**	**$3,315.00**	**$1,860.00**	**$210.00**	**$15,935.00**
TOTAL HOURS		**5**	**26**	**68**	**46**	**16**	**3**	**164**
TOTAL COST - SERVICE UPGRADE		**$1,175.00**	**$5,460.00**	**$14,280.00**	**$8,970.00**	**$2,480.00**	**$315.00**	**$32,680.00**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/16/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
AssuredPartners Design Professionals Insurance Services, LLC
3697 Mt. Diablo Blvd., Suite 230
Lafayette CA 94549

License#: 6003745

CONTACT NAME: Elise Fisher
PHONE (A/C, No, Ext): 510-272-1435 **FAX (A/C, No):**
E-MAIL ADDRESS: DesignProCerts@AssuredPartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Indemnity Company of Connecticut	25682
INSURER B : Travelers Property Casualty Company of America	25674
INSURER C : HARTFORD INSURANCE COMPANY	38288
INSURER D : Travelers Casualty and Surety Co of America	31194
INSURER E :	
INSURER F :	

INSURED
The KPA Group
6700 Koll Center Parkway
Suite 125
Pleasanton CA 94566

KPAGROU-01

COVERAGES **CERTIFICATE NUMBER:** 490981000 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR X Contractual Liab Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	6806H537085	1/18/2025	1/18/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	BA3R760350	1/18/2025	1/18/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A	Y	57WEGAD5P4T	7/1/2024	7/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability			105404592	1/18/2025	1/18/2026	Per Claim Aggregate Limit	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Named Insured has no company owned autos.
RE: All Operations of the Named Insured --

CERTIFICATE HOLDER

Mariposa County
Public Works Dept
4639 Ben Hur Road
Mariposa, CA 95338

CANCELLATION 30 Day Notice of Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	0100	92001	General Fund Contingency			32,680
1001	0100	80111	Transfer Out		32,680	
5577	0350	49101	Transfer In		(32,680)	
5577	0350	70111	Community and Office Buildings		32,680	
					32,680	32,680

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT

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 transferring appropriation from 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 1/21/25

APPROVED BY RES NO. _____ CLERK _____ DATE _____

Public Works - 5577 - Sheriff Headquarters/ Jail HVAC

AUDITOR'S USE ONLY
BA #

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MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2023-99

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Agreement with KPA Group for On-Call Facilities & Architectural Services

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RECOMMENDATION AND JUSTIFICATION:
Approve a Five-Year Agreement with KPA Group for On-Call Facilities and Architectural Services; Approve Task Order No. 1 for the Probation Department Space Analysis and Conceptual Design Project in the Amount Not to Exceed $67,135; and Authorize the Board of Supervisor Chair to Sign the Agreement and Task Order No. 1.

On August 19, 2022, Staff released a Request for Qualifications. The County received two responses for Facilities and Architectural Services from NJA and KPA Group. Each proposal was evaluated on a comparative qualification basis based upon the RFQ's submittal requirements. Staff recommends award be made to KPA Group. This firm will be used for Capital Improvement and work performed by the Facilities Division. Future tasks may include office additions and remodels.

Task Order No. 1 is for investigation of the existing facilities, space analysis, and concept drawings for a new facility for the Probation Department.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On December 20, 2022, the Board of Supervisors adopted Resolution 22-725 approved an On-Call contract with Black Water Consulting Engineers for Water and Wastewater Services.

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

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

FINANCIAL IMPACT:
There is no financial impact to the County associated with the On-Call Contract. The Purchasing Policy remains unmodified for A&E task orders.

ATTACHMENTS:
KPA Master Contract (PDF)

REF ID# 13819

DS MR

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KPA Task Order No. 1 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

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AGREEMENT FOR A&E ON-CALL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 6th day of March, 2023, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and KPA Group ("Contractor"), pursuant to the following terms and conditions.

W IT N E S S E T H:

1.TERM

The term of this Agreement shall commence on the date first hereinabove written and shall continue until all authorized work is approved by County or June 30, 2027, whichever is earlier.

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

2.SERVICES

OBLIGATIONS OF THE CONTRACTOR

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

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

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

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

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

F. The Contractor shall submit proposals in response to requests issued by the County on a project-by-project basis. The Contractor agrees that each professional or other individual

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

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

OBLIGATIONS OF THE COUNTY

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

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

C. Serve as a liaison to the public.

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

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

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

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

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3. COMPENSATION

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

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

B. Contractor will be reimbursed for hours worked at the hourly rates set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. Rates can be annually adjusted subject to County's approval for the performance period set forth in this Agreement. County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

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

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

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless and indemnify, but not defend, County, its officers, employees, , against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, but only to the extent actually caused by the 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. Contractor has no obligation to pay for any of the indemnitees' defense related cost prior to a final determination of liability or to pay any amount that exceeds Contractor's finally determined percentage of liability based upon the comparative fault of Contractor.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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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.

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11. NOTICE

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

CONTRACTOR:
KPA Group
6700 Koll Center Parkway, Suite 125
Pleasanton, CA 94566

COUNTY:
Public Works
County of Mariposa
4639 Ben Hur Rd.
Mariposa, CA 95338

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

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,

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Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit B.

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

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

D. If County terminates this Agreement for default or material breach, then Contractor shall be liable for any reasonable costs in excess of the Agreement amount incurred by County in order to complete Exhibit A, "Scope of Services."

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.

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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.

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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 represents that all work shall be performed consistent with but limited to the generally accepted professional practices and standards ordinarily used by other reputable members of Contractor's profession, practicing in the same or similar locality and under similar circumstances as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. Contractor makes no warranties, guarantees, express or implied, under this Agreement or otherwise in connection with Contractors' services except that the services will be performed consistent with the standard of care stipulated herein.

30. FUNDING AVAILABILITY

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

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

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such reduction or modification of the County budget, or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

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

COUNTY OF MARIPOSA

DocuSigned by:
Miles S Menetrey
B43EC70C19BE446...

Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

DocuSigned by:
Paul Powers
CF95F258447648B...

KPA Group

COUNTERSIGNED:
(Government Code §25103)

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...

Danielle Bondshu,
Clerk of the Board

APPROVED AS TO FORM:

DocuSigned by:
Steven W Dahlem
F6A416F06B394BF...

Steven W. Dahlem
County Counsel

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

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Exhibit 'A'
Scope of Services

Contractor shall perform consultation, research, professional and technical services required for A&E Facilities and Architectural Services and Construction Support. Work to include:

- Project Development Support
- Programming and Feasibility Studies
- Space Planning
- ADA Design
- LEED and Sustainability Studies
- Building Evaluations
- Schematic Design
- Design Development
- Construction Documents

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Exhibit 'B'

Fee Schedule

KPA's breakdown of hourly rates for personnel to be assigned to the projects are proposed as follows:

PROFESSIONAL RATE

Category	2022	2023	2024
Principal	$235	$240	$240
Project Manager	$225	$230	$235
Registered Architect or Engineer	$200	$205	$210
Designer/Technical Professional	$185	$190	$195
CAD Technician	$150	$155	$155
Administrative	$100	$100	$105

Sub-consultant billing information aligns similarly to KPA's billing information above and will be provided upon contract award. Costs for expenses related to printing and travel are not marked up and may be provided based on individual projects or task orders. The KPA Group will maintain the above rates if additional overtime work is requested.

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FEDERAL PROVISIONS

PERFORMANCE PERIOD

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

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

ALLOWABLE COSTS AND PAYMENTS

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

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

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

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

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

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

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

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

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

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

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

TERMINATION

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

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

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

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

COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

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

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

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

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

RETENTION OF RECORD/AUDITS

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

AUDIT REVIEW PROCEDURES

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

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

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

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

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

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

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

Accepted rates will be as follows:

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

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

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

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

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

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

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

SUBCONTRACTING

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

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

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

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

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

EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

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

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

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

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

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

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

STATE PREVAILING WAGE RATES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

F. Penalty

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

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

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

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

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

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

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

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

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

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

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

G. Hours of Labor

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

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

H. Employment of Apprentices
1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars ($30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

CONFLICT OF INTEREST

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

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

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

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

REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

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

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

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

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

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

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

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

NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

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

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

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

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

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

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

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

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

DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

3. Does not have a proposed debarment pending; and

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

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

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/6/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
AssuredPartners Design Professionals Insurance Services, LLC
3697 Mt. Diablo Blvd., Suite 230
Lafayette CA 94549

License#: 6003745
KPAGROU-01

CONTACT NAME: Nancy Ferrick
PHONE (A/C, No, Ext): 510-272-1400 **FAX (A/C, No):**
E-MAIL ADDRESS: nancy.ferrick@assuredpartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Indemnity Company of Connecticut	25682
INSURER B : Travelers Property Casualty Company of America	25674
INSURER C : Travelers Casualty and Surety Co of America	31194
INSURER D : HARTFORD INSURANCE COMPANY	38288
INSURER E :	
INSURER F :	

INSURED
The KPA Group
6700 Koll Center Parkway
Suite 125
Pleasanton CA 94566

COVERAGES **CERTIFICATE NUMBER:** 2111266901 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY	Y	Y	6806H537085	1/18/2023	1/18/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab						MED EXP (Any one person)	$ 10,000
	Included						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y	Y	BA3R760350	1/18/2023	1/18/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Y	57WEGAD5P4T	7/1/2022	7/1/2023	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory In NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liability			105404592	1/18/2023	1/18/2024	Per Claim Aggregate Limit	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Insured has no company owned autos; therefore, hired/non-owned auto liability is the maximum coverage that applies.
RE: All Operations of the Named Insured --

CERTIFICATE HOLDER

Mariposa County
Public Works Dept
4639 Ben Hur Road
Mariposa, CA 95338

CANCELLATION 30 Day Notice of Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before,and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the products-completed operations hazard, provided that such contract was signed by you before, and is in effect when, the "bodily injury or "property damage" occurs.

Location And Description Of Completed Operations
Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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c. **Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. **Primary And Non-Contributory Insurance If Required By Written Contract**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. **Premium Audit**

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. **Representations**

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. **Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. **Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. **When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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Policy: BA3R760350 COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph **e.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

Policy Number: 57WEGAD5P4T **Endorsement Number:**
Effective Date: 07/01/2022 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: The KPA Group
6700 Koll Center Parkway
Suite 125
Pleasanton, CA 94566

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization	**Job Description**
Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us	

Countersigned by _____
Authorized Representative

Form WC 04 03 06 (1) Printed in U.S.A.

Policy Expiration Date: 07/01/2023

DocuSign

Certificate Of Completion

Envelope Id: 38C991EA00C049EA8941064A3F2BEDC0
Status: Completed
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Signatures: 4
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Mariposa, CA 95338
Clerk-bos@mariposacounty.org
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Signer Events	Signature	Timestamp
Steven W Dahlem sdahlem@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Steven W Dahlem F6A416F06B394BF... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 3/6/2023 10:53:59 AM Viewed: 3/6/2023 10:55:30 AM Signed: 3/6/2023 10:55:52 AM
Electronic Record and Signature Disclosure: Accepted: 12/28/2022 3:42:40 PM ID: 168bcdc6-bde7-4f01-885a-c1872fec5bc7		
Miles S Menetrey mmenetrey@mariposacounty.org Mariposa County Board Chair Security Level: Email, Account Authentication (None)	DocuSigned by: Miles S Menetrey B43EC70C19BE446... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 3/6/2023 10:55:54 AM Viewed: 3/6/2023 3:28:41 PM Signed: 3/6/2023 3:29:18 PM
Electronic Record and Signature Disclosure: Accepted: 2/16/2023 5:48:07 PM ID: 190c885b-38bf-47d2-91f4-909adbc5aa30		
Danielle Bondshu dbondshu@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Danielle Bondshu 7CA008A502E44EB... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 3/6/2023 3:29:20 PM Viewed: 3/6/2023 5:06:21 PM Signed: 3/6/2023 5:06:24 PM
Electronic Record and Signature Disclosure: Accepted: 1/4/2023 2:37:06 PM ID: 5252ab10-8bee-4985-bdc8-3daabc1d1971		
Paul Powers Paulp@thekpagroup.com President Security Level: Email, Account Authentication (None)	DocuSigned by: Paul Powers CF95F258447648B... Signature Adoption: Pre-selected Style Using IP Address: 73.92.31.111 Signed using mobile	Sent: 3/6/2023 5:06:27 PM Viewed: 3/7/2023 6:45:46 AM Signed: 3/7/2023 6:48:27 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 3/7/2023 6:45:46 AM ID: 21772f6e-e3b1-44cd-8d70-299b9885896d		
Melinda Rice mrice@mariposacounty.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 3/7/2023 6:48:30 AM Resent: 3/7/2023 7:37:44 AM Viewed: 3/7/2023 8:02:26 AM Signed: 3/7/2023 8:02:33 AM

Electronic Record and Signature Disclosure:
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ID: 54fb01b2-acdf-40e0-a768-88ab91d46da5

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

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Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/6/2023 10:53:59 AM
Certified Delivered	Security Checked	3/7/2023 8:02:26 AM
Signing Complete	Security Checked	3/7/2023 8:02:33 AM
Completed	Security Checked	3/7/2023 8:02:33 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact County of Mariposa:

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

To advise County of Mariposa of your new email address

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

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

To request paper copies from County of Mariposa

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

To withdraw your consent with County of Mariposa

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

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

ii. send us an email to jbond@mariposacounty.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Mariposa as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Mariposa during the course of your relationship with County of Mariposa.

MARIPOSA COUNTY

Board of Supervisors

MEETING: February 11, 2025

TO: The Board of Supervisors

FROM:

RE: Handouts Received During the Departmental Presentation Portion of the February 11th, 2025 Meeting

---

RECOMMENDATION AND JUSTIFICATION

Handouts Received During the Departmental Presentation Portion of the February 11th, 2025 Meeting

- Survey results from the Visitor Center -Jacob Hawley/Visitor Center/ Chamber of Commerce
- Flyer's from upcoming events with the Chamber of Commerce - Kari Kisela/Chamber of Commerce

BACKGROUND AND HISTORY OF BOARD ACTIONS

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

FINANCIAL IMPACT

ATTACHMENTS

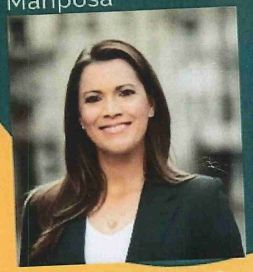
1. Kari Kisela Handouts

Mariposa County District 4 Supervisor Jenni Kiser & The Mariposa Chamber of Commerce present

Town Hall Meeting

MONDAY
FEBRUARY 24,
1:30 PM

At the Mariposa Room, HHSA
5362 Lemee Lane, Mariposa



Topic: Washington DC Legislative Conference Data Collection

- Wildfire Mitigation/Forest Management
- Insurance Costs - Specifically Schiff's legislation
- Road funding for small communities with premier national parks
- Rural community hospital funding
- Yosemite National Park Uncertainty, specifically the registration system, possible layoffs, and the impact those have on our small community

More information:
Jkiser@mariposacounty.org

MARIPOSA
COUNTY CHAMBER OF COMMERCE

FRI. FEB 21, 2025 | 3PM
MARIPOSA
COUNTY CHAMBER OF COMMERCE
YOSEMITE
CORNERS
SMOKIN' OAK BBQ
CRAFT MEATS & BRINERY
TWISTED CEDAR
LOCAL TAP HOUSE
Ribbon Cutting
Network@Night starts at 4pm
GRAND
OPENING
5040 Hwy 140

MARIPOSA COUNTY

Board of Supervisors

Information Item

MEETING: February 11, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Receive a Presentation from Administration Providing a Quarterly Financial Report

---

RECOMMENDATION AND JUSTIFICATION

Receive a Presentation from Administration Providing a Quarterly Financial Report.

Mariposa County has recently codified a financial reporting calendar, which includes quarterly financial updates. The purpose of this agenda item is to present the first set of quarterly reports. Future quarterly reports will be on the consent agenda, but the organization of the data is different than the Board has seen in the past, and we felt a presentation was in order to start.

1. Fund Level Revenue and Expense Actual vs. Budget Comparison - This report shows total revenue and total expenses collected or spent year to date by fund. In the general fund, the report separates these totals by department as well. It is generated automatically and sent to Board members on a monthly basis.
2. Department Level Revenue and Expense Categories Actual vs. Budget Comparison - This report shows the total revenue collected and expenses by department, irrespective of fund or program or individual accounts. In this way the Board and public will be able to view total salaries spent on a department, for example, for each quarter reported.
3. Account Level Revenue and Expense Actual vs. Budget Comparison - This report shows the total revenue collected and expenses by account only, irrespective fund or program or departments or categories. In this way the Board and public will be able to view total spending for training or equipment or telephone and internet, for example, for each quarter reported.

We look forward to discussing these reports with you.

BACKGROUND AND HISTORY OF BOARD ACTIONS

2025 Financial Reporting Calendar

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board could choose not to hear the presentation, and therefore not receive an update on the financial status of Mariposa County.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Fund Level Revenue and Expense Actual to Budget Comparison**
2. **Department Level Revenue and Expense Categories Actual to Budget Comparison**
3. **Account Level Revenue and Expense Actual to Budget Comparison**

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst
Run By: Leigh Westerlund
Monday, January 06, 2025

:

			Current Adjusted Budget	YTD Actuals	Actual		
			2024-2025		2023-2024	2022-2023	2021-2022
Fund		**Account**					
1001: General Fund	100: General Purpose All Departments	Total Revenues	44,216,093	17,829,441	43,956,253	37,464,697	39,735,877
1001: General Fund	100: General Purpose All Departments	Total Expenses	4,543,526	463,287	4,011,274	8,654,988	6,270,955
1001: General Fund	**100: General Purpose All Departments**	**Net Balance**	**39,672,567**	**17,366,154**	**39,944,979**	**28,809,709**	**33,464,922**
1001: General Fund	102: Administration	Total Revenues	-	2,861	-	11,444	15,502
1001: General Fund	102: Administration	Total Expenses	1,127,911	494,704	1,001,887	961,717	738,498
1001: General Fund	**102: Administration**	**Net Balance**	**(1,127,911)**	**(491,843)**	**(1,001,887)**	**(950,274)**	**(722,996)**
1001: General Fund	115: Human Resources	Total Revenues	-	15	-	-	-
1001: General Fund	115: Human Resources	Total Expenses	1,045,211	442,701	987,798	593,816	495,984
1001: General Fund	**115: Human Resources**	**Net Balance**	**(1,045,211)**	**(442,686)**	**(987,798)**	**(593,816)**	**(495,984)**
1001: General Fund	151: Technical Services	Total Expenses	2,371,947	1,092,895	2,132,867	1,977,130	1,699,664
1001: General Fund	**151: Technical Services**	**Net Balance**	**(2,371,947)**	**(1,092,895)**	**(2,132,867)**	**(1,977,130)**	**(1,699,664)**
1001: General Fund	205: Grand Jury	Total Expenses	40,800	13,306	44,399	35,473	28,777
1001: General Fund	**205: Grand Jury**	**Net Balance**	**(40,800)**	**(13,306)**	**(44,399)**	**(35,473)**	**(28,777)**
1001: General Fund	206: Indigent Defense	Total Revenues	73,918	18,941	73,918	70,226	56,454
1001: General Fund	206: Indigent Defense	Total Expenses	720,120	293,046	794,245	577,434	552,783
1001: General Fund	**206: Indigent Defense**	**Net Balance**	**(646,202)**	**(274,105)**	**(720,327)**	**(507,208)**	**(496,329)**
1001: General Fund	289: CARES ACT	Total Expenses	-	-	-	-	5,921
1001: General Fund	**289: CARES ACT**	**Net Balance**	**-**	**-**	**-**	**-**	**(5,921)**
1001: General Fund	292: Oak Fire	Total Revenues	-	-	747,023	-	-
1001: General Fund	292: Oak Fire	Total Expenses	-	-	-	806,395	-
1001: General Fund	**292: Oak Fire**	**Net Balance**	**-**	**-**	**747,023**	**(806,395)**	**-**

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst
Run By: Leigh Westerlund
Monday, January 06, 2025

:

Fund		Account	Current Adjusted Budget 2024-2025	YTD Actuals 2024-2025	Actual 2023-2024	Actual 2022-2023	Actual 2021-2022
1001: General Fund	899: Disasters	Total Expenses	-	659	-	-	-
1001: General Fund	**899: Disasters**	**Net Balance**	**-**	**(659)**	**-**	**-**	**-**
1001: General Fund	109: Assessor/Recorder	Total Revenues	140,000	49,305	99,652	103,331	151,491
1001: General Fund	109: Assessor/Recorder	Total Expenses	1,519,544	767,490	1,457,861	1,301,597	1,137,400
1001: General Fund	**109: Assessor/Recorder**	**Net Balance**	**(1,379,544)**	**(718,184)**	**(1,358,209)**	**(1,198,266)**	**(985,909)**
1001: General Fund	000: No Department	Total Revenues	-	3,231	49,777	44,986	248
1001: General Fund	000: No Department	Total Expenses	-	-	-	1,020	1,221
1001: General Fund	**000: No Department**	**Net Balance**	**-**	**3,231**	**49,777**	**43,965**	**(973)**
1001: General Fund	103: Audits	Total Revenues	4,800	-	-	4,800	-
1001: General Fund	103: Audits	Total Expenses	74,800	31,738	-	-	61,450
1001: General Fund	**103: Audits**	**Net Balance**	**(70,000)**	**(31,738)**	**-**	**4,800**	**(61,450)**
1001: General Fund	107: Auditor	Total Revenues	37,000	18,560	43,933	36,680	45,792
1001: General Fund	107: Auditor	Total Expenses	1,481,512	678,881	1,283,327	1,324,381	1,185,283
1001: General Fund	**107: Auditor**	**Net Balance**	**(1,444,512)**	**(660,321)**	**(1,239,394)**	**(1,287,701)**	**(1,139,491)**
1001: General Fund	110: Trust and Agency Funds	Total Revenues	-	-	-	-	0
1001: General Fund	**110: Trust and Agency Funds**	**Net Balance**	**-**	**-**	**-**	**-**	**0**
1001: General Fund	105: Assessment Appeals	Total Expenses	-	-	-	19,000	294
1001: General Fund	**105: Assessment Appeals**	**Net Balance**	**-**	**-**	**-**	**(19,000)**	**(294)**
1001: General Fund	101: Board Of Supervisors	Total Revenues	-	-	20	9	-
1001: General Fund	101: Board Of Supervisors	Total Expenses	968,162	505,507	861,883	927,684	744,675
1001: General Fund	**101: Board Of Supervisors**	**Net Balance**	**(968,162)**	**(505,507)**	**(861,863)**	**(927,675)**	**(744,675)**
1001: General Fund	113: County Counsel	Total Revenues	50,000	-	57,914	74,376	32,728
1001: General Fund	113: County Counsel	Total Expenses	761,935	367,010	767,530	763,171	690,213
1001: General Fund	**113: County Counsel**	**Net Balance**	**(711,935)**	**(367,010)**	**(709,616)**	**(688,796)**	**(657,485)**

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst
Run By: Leigh Westerlund
Monday, January 06, 2025

:

Fund		Account	Current Adjusted Budget 2024-2025	YTD Actuals 2024-2025	Actual 2023-2024	Actual 2022-2023	Actual 2021-2022
1001: General Fund	108: Treasurer/Tax Collector	Total Revenues	280,200	93,759	334,540	266,063	189,604
1001: General Fund	108: Treasurer/Tax Collector	Total Expenses	931,364	470,547	772,839	843,815	573,500
1001: General Fund	**108: Treasurer/Tax Collector**	**Net Balance**	**(651,164)**	**(376,788)**	**(438,299)**	**(577,752)**	**(383,896)**
1001: General Fund	120: County Clerk	Total Revenues	22,432	14,692	28,573	23,961	21,811
1001: General Fund	120: County Clerk	Total Expenses	113,951	58,431	105,469	163,913	183,782
1001: General Fund	**120: County Clerk**	**Net Balance**	**(91,519)**	**(43,739)**	**(76,896)**	**(139,952)**	**(161,971)**
1001: General Fund	121: Elections	Total Revenues	157,179	6,658	62,699	133,461	80,499
1001: General Fund	121: Elections	Total Expenses	345,989	192,781	237,272	254,529	421,553
1001: General Fund	**121: Elections**	**Net Balance**	**(188,810)**	**(186,123)**	**(174,573)**	**(121,068)**	**(341,054)**
1001: General Fund	111: Housing Development	Total Expenses	122,760	58,779	78,258	121,030	90,913
1001: General Fund	**111: Housing Development**	**Net Balance**	**(122,760)**	**(58,779)**	**(78,258)**	**(121,030)**	**(90,913)**
1001: General Fund	143: Economic Development	Total Revenues	-	-	759	122,319	-
1001: General Fund	143: Economic Development	Total Expenses	44,917	6,048	76,712	153,305	137,858
1001: General Fund	**143: Economic Development**	**Net Balance**	**(44,917)**	**(6,048)**	**(75,954)**	**(30,986)**	**(137,858)**
1001: General Fund	249: Planning	Total Revenues	151,008	97,904	326,372	291,480	212,770
1001: General Fund	249: Planning	Total Expenses	2,281,723	1,066,907	1,969,674	1,633,427	1,596,311
1001: General Fund	**249: Planning**	**Net Balance**	**(2,130,715)**	**(969,003)**	**(1,643,302)**	**(1,341,947)**	**(1,383,541)**
1001: General Fund	250: GIS	Total Expenses	288,868	163,649	262,983	249,719	204,113
1001: General Fund	**250: GIS**	**Net Balance**	**(288,868)**	**(163,649)**	**(262,983)**	**(249,719)**	**(204,113)**
1001: General Fund	235: Agricultural Commissioner	Total Revenues	322,907	19,793	317,049	342,794	291,745
1001: General Fund	235: Agricultural Commissioner	Total Expenses	737,129	331,557	691,348	625,652	525,277
1001: General Fund	**235: Agricultural Commissioner**	**Net Balance**	**(414,222)**	**(311,764)**	**(374,299)**	**(282,858)**	**(233,532)**
1001: General Fund	212: District Attorney	Total Revenues	271,981	35,789	41,315	47,024	105,295

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst
Run By: Leigh Westerlund
Monday, January 06, 2025

:

			Current Adjusted Budget	YTD Actuals	Actual		
			2024-2025		2023-2024	2022-2023	2021-2022
Fund		**Account**					
1001: General Fund	212: District Attorney	Total Expenses	1,869,327	869,665	1,629,357	1,696,283	1,391,422
1001: General Fund	**212: District Attorney**	**Net Balance**	**(1,597,346)**	**(833,876)**	**(1,588,042)**	**(1,649,259)**	**(1,286,127)**
1001: General Fund	215: Victim Witness	Total Revenues	-	-	103,537	0	(42,440)
1001: General Fund	215: Victim Witness	Total Expenses	-	-	-	-	1,670
1001: General Fund	**215: Victim Witness**	**Net Balance**	**-**	**-**	**103,537**	**0**	**(44,110)**
1001: General Fund	228: Fire	Total Revenues	2,318,981	442,312	1,662,253	669,958	754,264
1001: General Fund	228: Fire	Total Expenses	3,165,149	1,077,625	4,232,800	2,819,495	2,118,715
1001: General Fund	**228: Fire**	**Net Balance**	**(846,168)**	**(635,313)**	**(2,570,547)**	**(2,149,537)**	**(1,364,452)**
1001: General Fund	223: Juvenile Detention	Total Expenses	338,357	104,948	233,654	193,793	100,450
1001: General Fund	**223: Juvenile Detention**	**Net Balance**	**(338,357)**	**(104,948)**	**(233,654)**	**(193,793)**	**(100,450)**
1001: General Fund	224: Probation	Total Revenues	43,285	30,491	97,216	35,334	81,638
1001: General Fund	224: Probation	Total Expenses	1,742,324	847,252	1,501,829	1,592,960	1,420,448
1001: General Fund	**224: Probation**	**Net Balance**	**(1,699,039)**	**(816,761)**	**(1,404,613)**	**(1,557,626)**	**(1,338,809)**
1001: General Fund	216: Sheriff	Total Revenues	3,331,041	657,793	1,511,384	1,621,714	1,246,161
1001: General Fund	216: Sheriff	Total Expenses	11,891,893	5,437,858	11,089,699	10,762,133	9,200,409
1001: General Fund	**216: Sheriff**	**Net Balance**	**(8,560,852)**	**(4,780,065)**	**(9,578,315)**	**(9,140,419)**	**(7,954,248)**
1001: General Fund	219: Boating Safety	Total Revenues	266,000	100,968	225,186	214,632	194,816
1001: General Fund	219: Boating Safety	Total Expenses	525,585	215,835	428,390	370,119	348,733
1001: General Fund	**219: Boating Safety**	**Net Balance**	**(259,585)**	**(114,867)**	**(203,204)**	**(155,488)**	**(153,917)**
1001: General Fund	220: Adult Detention	Total Revenues	298,536	77,059	96,921	280,752	60,859
1001: General Fund	220: Adult Detention	Total Expenses	5,708,120	1,837,667	4,568,030	4,365,425	3,665,312
1001: General Fund	**220: Adult Detention**	**Net Balance**	**(5,409,584)**	**(1,760,608)**	**(4,471,108)**	**(4,084,673)**	**(3,604,454)**
1001: General Fund	207: Child Support Services	Total Revenues	1,121,846	4,532	232,215	599,960	485,345
1001: General Fund	207: Child Support Services	Total Expenses	763,977	296,095	561,461	587,310	568,573

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst
Run By: Leigh Westerlund
Monday, January 06, 2025

:

			Current Adjusted Budget	YTD Actuals	Actual		
			2024-2025		2023-2024	2022-2023	2021-2022
Fund		**Account**					
1001: General Fund	**207: Child Support Services**	**Net Balance**	**357,869**	**(291,563)**	**(329,246)**	**12,650**	**(83,228)**
1001: General Fund	128: Facility Maintenance	Total Revenues	155,610	75,629	158,861	160,340	146,211
1001: General Fund	128: Facility Maintenance	Total Expenses	2,765,957	1,169,093	2,230,185	2,383,234	2,203,883
1001: General Fund	**128: Facility Maintenance**	**Net Balance**	**(2,610,347)**	**(1,093,464)**	**(2,071,324)**	**(2,222,895)**	**(2,057,672)**
1001: General Fund	170: Fleet	Total Revenues	-	-	0	-	-
1001: General Fund	**170: Fleet**	**Net Balance**	**-**	**-**	**0**	**-**	**-**
1001: General Fund	304: Public Works Administration	Total Revenues	42,031	17,849	55,285	160,314	184,505
1001: General Fund	304: Public Works Administration	Total Expenses	1,696,915	481,018	1,122,507	683,806	567,172
1001: General Fund	**304: Public Works Administration**	**Net Balance**	**(1,654,884)**	**(463,170)**	**(1,067,222)**	**(523,492)**	**(382,667)**
1001: General Fund	313: Public Works Executive	Total Expenses	0	253,604	721,596	540,894	442,812
1001: General Fund	**313: Public Works Executive**	**Net Balance**	**0**	**(253,604)**	**(721,596)**	**(540,894)**	**(442,812)**
1001: General Fund	317: Surveyor	Total Revenues	35,500	25,170	35,577	64,306	19,000
1001: General Fund	317: Surveyor	Total Expenses	379,307	175,620	340,809	344,622	213,679
1001: General Fund	**317: Surveyor**	**Net Balance**	**(343,807)**	**(150,450)**	**(305,232)**	**(280,316)**	**(194,679)**
1001: General Fund	330: Regional Transit Services	Total Revenues	191,000	-	191,000	191,000	191,000
1001: General Fund	330: Regional Transit Services	Total Expenses	191,000	-	191,000	191,000	191,000
1001: General Fund	350: Engineering	Total Revenues	108,000	42,974	252,040	280,082	105,052
1001: General Fund	350: Engineering	Total Expenses	1,033,577	462,725	853,938	997,335	640,953
1001: General Fund	**350: Engineering**	**Net Balance**	**(925,577)**	**(419,751)**	**(601,898)**	**(717,253)**	**(535,900)**
1001: General Fund	701: Parks And Recreation	Total Revenues	68,500	37,841	41,208	66,971	24,442
1001: General Fund	701: Parks And Recreation	Total Expenses	449,618	239,709	379,731	282,814	228,383
1001: General Fund	**701: Parks And Recreation**	**Net Balance**	**(381,118)**	**(201,868)**	**(338,523)**	**(215,843)**	**(203,940)**
1001: General Fund	606: Library	Total Revenues	36,345	33,513	52,428	47,651	39,004

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst
Run By: Leigh Westerlund
Monday, January 06, 2025

:

			Current Adjusted Budget	YTD Actuals	Actual		
			2024-2025		2023-2024	2022-2023	2021-2022
Fund		**Account**					
1001: General Fund	606: Library	Total Expenses	783,425	369,782	792,743	720,975	644,862
1001: General Fund	**606: Library**	**Net Balance**	**(747,080)**	**(336,269)**	**(740,315)**	**(673,324)**	**(605,857)**
1001: General Fund	608: UC Cooperative Extension	Total Expenses	293,527	144,099	262,917	305,245	203,685
1001: General Fund	**608: UC Cooperative Extension**	**Net Balance**	**(293,527)**	**(144,099)**	**(262,917)**	**(305,245)**	**(203,685)**
1001: General Fund	401: Health Division	Total Revenues	2,706,399	90,928	2,181,552	687,526	633,241
1001: General Fund	401: Health Division	Total Expenses	3,066,399	748,722	2,460,208	687,526	645,501
1001: General Fund	**401: Health Division**	**Net Balance**	**(360,000)**	**(657,793)**	**(278,656)**	**0**	**(12,260)**
1001: General Fund	402: Behavioral Health	Total Revenues	10,981,029	2,080,330	7,037,079	8,234,827	6,708,148
1001: General Fund	402: Behavioral Health	Total Expenses	10,981,029	3,823,762	7,037,079	8,234,827	6,706,489
1001: General Fund	**402: Behavioral Health**	**Net Balance**	**0**	**(1,743,432)**	**0**	**0**	**1,659**
1001: General Fund	403: Alcohol And Drug	Total Revenues	2,045,884	115,759	1,602,030	1,305,542	1,735,187
1001: General Fund	403: Alcohol And Drug	Total Expenses	2,045,884	907,785	1,602,106	1,571,420	1,483,085
1001: General Fund	**403: Alcohol And Drug**	**Net Balance**	**0**	**(792,026)**	**(76)**	**(265,878)**	**252,102**
1001: General Fund	457: Environmental Health	Total Revenues	501,741	99,984	299,413	190,509	202,108
1001: General Fund	457: Environmental Health	Total Expenses	741,436	310,514	584,252	476,797	528,512
1001: General Fund	**457: Environmental Health**	**Net Balance**	**(239,695)**	**(210,530)**	**(284,840)**	**(286,288)**	**(326,404)**
1001: General Fund	501: Social Services	Total Revenues	8,847,324	1,411,520	8,772,541	8,803,560	7,867,854
1001: General Fund	501: Social Services	Total Expenses	8,847,324	3,533,410	8,772,541	8,803,560	7,862,610
1001: General Fund	**501: Social Services**	**Net Balance**	**0**	**(2,121,890)**	**0**	**0**	**5,244**
1001: General Fund	506: Assistance Payments	Total Revenues	4,838,604	1,643,898	4,586,217	3,793,941	2,776,046
1001: General Fund	506: Assistance Payments	Total Expenses	4,838,604	2,427,302	4,586,217	3,791,645	2,779,969
1001: General Fund	**506: Assistance Payments**	**Net Balance**	**0**	**(783,404)**	**0**	**2,296**	**(3,923)**
1001: General Fund	507: Human Services Administration	Total Revenues	7,293,759	2,797,805	6,256,760	6,433,886	6,026,901
1001: General Fund	507: Human Services Administration	Total Expenses	7,293,760	3,258,114	6,256,760	6,435,886	6,025,823

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst
Run By: Leigh Westerlund
Monday, January 06, 2025

:

			Current Adjusted Budget	YTD Actuals	Actual		
			2024-2025		2023-2024	2022-2023	2021-2022
Fund		**Account**					
1001: General Fund	**507: Human Services Administration**	**Net Balance**	**(1)**	**(460,309)**	**0**	**(2,000)**	**1,078**
1001: General Fund	510: Veterans Services	Total Revenues	25,000	15,113	27,389	28,214	28,552
1001: General Fund	510: Veterans Services	Total Expenses	49,270	24,208	47,862	49,226	46,467
1001: General Fund	**510: Veterans Services**	**Net Balance**	**(24,270)**	**(9,095)**	**(20,473)**	**(21,012)**	**(17,915)**
1001: General Fund	528: Employment and Community Services	Total Revenues	6,335,153	1,340,991	5,279,964	5,640,599	5,097,606
1001: General Fund	528: Employment and Community Services	Total Expenses	6,335,153	2,639,517	5,279,964	5,640,269	5,097,606
1001: General Fund	**528: Employment and Community Services**	**Net Balance**	**0**	**(1,298,526)**	**0**	**330**	**0**
3031: Local Transportation Fund	307: Local Transportation	Total Revenues	912,954	258,281	781,068	645,589	680,026
3031: Local Transportation Fund	307: Local Transportation	Total Expenses	912,954	-	769,542	451,757	578,796
3031: Local Transportation Fund	**307: Local Transportation**	**Net Balance**	**0**	**258,281**	**11,526**	**193,832**	**101,230**
3032: State Transit Assistance Fund	307: Local Transportation	Total Revenues	501,847	378	35,127	242,406	147,233
3032: State Transit Assistance Fund	307: Local Transportation	Total Expenses	501,847	-	28,121	197,714	155,688
3032: State Transit Assistance Fund	**307: Local Transportation**	**Net Balance**	**0**	**378**	**7,006**	**44,693**	**(8,455)**
3033: Transportation Planning Fund	307: Local Transportation	Total Revenues	433,248	85,275	428,729	401,151	389,830
3033: Transportation Planning Fund	307: Local Transportation	Total Expenses	433,248	123,533	388,816	468,153	367,465
3033: Transportation Planning Fund	**307: Local Transportation**	**Net Balance**	**0**	**(38,258)**	**39,912**	**(67,002)**	**22,365**
3033: Transportation Planning Fund	350: Engineering	Total Revenues	-	-	-	4,348	(41,550)
3033: Transportation Planning Fund	**350: Engineering**	**Net Balance**	**-**	**-**	**-**	**4,348**	**(41,550)**
3034: Pedestrian Bikeway Fund	307: Local Transportation	Total Revenues	210,063	1,771	13,069	10,913	9,305
3034: Pedestrian Bikeway Fund	307: Local Transportation	Total Expenses	210,063	-	-	-	-
3034: Pedestrian Bikeway Fund	**307: Local Transportation**	**Net Balance**	**0**	**1,771**	**13,069**	**10,913**	**9,305**
3215: Victim Witness Fund	215: Victim Witness	Total Revenues	390,703	234,197	303,618	390,160	322,585
3215: Victim Witness Fund	215: Victim Witness	Total Expenses	390,703	167,715	409,579	364,032	407,331
3215: Victim Witness Fund	**215: Victim Witness**	**Net Balance**	**0**	**66,482**	**(105,962)**	**26,128**	**(84,746)**

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst
Run By: Leigh Westerlund
Monday, January 06, 2025

:

Fund		Account	Current Adjusted Budget 2024-2025	YTD Actuals 2024-2025	Actual 2023-2024	Actual 2022-2023	Actual 2021-2022
3300: Roads Fund	300: Roads	Total Revenues	9,272,054	2,629,895	6,017,087	6,834,958	5,174,434
3300: Roads Fund	300: Roads	Total Expenses	9,272,054	3,173,681	5,147,853	5,113,783	5,642,169
3300: Roads Fund	**300: Roads**	**Net Balance**	**0**	**(543,786)**	**869,234**	**1,721,175**	**(467,735)**
3301: Fish And Game	101: Board Of Supervisors	Total Revenues	21,474	444	1,521	870	1,043
3301: Fish And Game	101: Board Of Supervisors	Total Expenses	21,474	-	-	-	-
3301: Fish And Game	**101: Board Of Supervisors**	**Net Balance**	**0**	**444**	**1,521**	**870**	**1,043**
3310: CSA 3 Fire Assessments	000: No Department	Total Revenues	-	-	-	-	32,475
3310: CSA 3 Fire Assessments	**000: No Department**	**Net Balance**	**-**	**-**	**-**	**-**	**32,475**
3310: CSA 3 Fire Assessments	107: Auditor	Total Revenues	866,685	6,343	29,830	121,995	16,123
3310: CSA 3 Fire Assessments	107: Auditor	Total Expenses	866,685	-	626,850	83	733,986
3310: CSA 3 Fire Assessments	**107: Auditor**	**Net Balance**	**0**	**6,343**	**(597,020)**	**121,912**	**(717,863)**
3311: CSA 1-Don Pedro Fire	000: No Department	Total Revenues	-	-	-	-	23,861
3311: CSA 1-Don Pedro Fire	**000: No Department**	**Net Balance**	**-**	**-**	**-**	**-**	**23,861**
3311: CSA 1-Don Pedro Fire	107: Auditor	Total Revenues	119,442	47,889	105,751	64,273	61,260
3311: CSA 1-Don Pedro Fire	107: Auditor	Total Expenses	119,442	3,908	93,592	87,610	70,105
3311: CSA 1-Don Pedro Fire	**107: Auditor**	**Net Balance**	**0**	**43,981**	**12,159**	**(23,337)**	**(8,845)**
3325: DA Asset Forfeiture	212: District Attorney	Total Revenues	7,994	69	8,274	38	763
3325: DA Asset Forfeiture	212: District Attorney	Total Expenses	7,994	357	2,649	383	7,865
3325: DA Asset Forfeiture	**212: District Attorney**	**Net Balance**	**0**	**(288)**	**5,625**	**(346)**	**(7,102)**
3327: Sheriff Asset Forfeiture	216: Sheriff	Total Revenues	64,647	571	46,920	316	4,705
3327: Sheriff Asset Forfeiture	216: Sheriff	Total Expenses	64,647	-	2,000	5,000	2,000
3327: Sheriff Asset Forfeiture	**216: Sheriff**	**Net Balance**	**0**	**571**	**44,920**	**(4,684)**	**2,705**
3328: Comm Child Abuse Prevent	501: Social Services	Total Revenues	30,945	(4)	31,193	61,297	84,451

Mariposa County

Budget Compare Summary by Fund and Department
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ReportName: Budget Compare Summary by Fund/Department-Burst
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:

			Current Adjusted Budget	YTD Actuals	Actual		
			2024-2025		2023-2024	2022-2023	2021-2022
Fund		**Account**					
3328: Comm Child Abuse Prevent	501: Social Services	Total Expenses	30,945	6,100	81,193	82,638	30,585
3328: Comm Child Abuse Prevent	**501: Social Services**	**Net Balance**	**0**	**(6,104)**	**(50,001)**	**(21,341)**	**53,866**
3329: SLESF Fund	216: Sheriff	Total Revenues	245,251	161,727	205,773	182,578	178,228
3329: SLESF Fund	216: Sheriff	Total Expenses	245,251	161,913	204,022	287,105	-
3329: SLESF Fund	**216: Sheriff**	**Net Balance**	**0**	**(186)**	**1,750**	**(104,527)**	**178,228**
3330: Housing Development Fund	111: Housing Development	Total Revenues	244,336	(1,679)	368,064	423,047	1,596
3330: Housing Development Fund	111: Housing Development	Total Expenses	244,336	-	196,873	1,058,008	1,183
3330: Housing Development Fund	**111: Housing Development**	**Net Balance**	**0**	**(1,679)**	**171,192**	**(634,960)**	**412**
3331: First Time Homebuyer Loans	111: Housing Development	Total Revenues	549,008	(7)	572	(535)	-
3331: First Time Homebuyer Loans	111: Housing Development	Total Expenses	549,008	1,385	651	378	-
3331: First Time Homebuyer Loans	**111: Housing Development**	**Net Balance**	**0**	**(1,392)**	**(79)**	**(913)**	**-**
3332: Housing Rehabilitation Fund	111: Housing Development	Total Revenues	402,680	38,843	4,815	205,904	-
3332: Housing Rehabilitation Fund	111: Housing Development	Total Expenses	402,680	238	38,796	19,243	-
3332: Housing Rehabilitation Fund	**111: Housing Development**	**Net Balance**	**0**	**38,605**	**(33,981)**	**186,662**	**-**
3334: Community Energy Grants	402: Behavioral Health	Total Revenues	815,490	249,855	807,110	297,015	427,030
3334: Community Energy Grants	402: Behavioral Health	Total Expenses	815,490	275,006	607,831	592,727	534,873
3334: Community Energy Grants	**402: Behavioral Health**	**Net Balance**	**0**	**(25,151)**	**199,279**	**(295,712)**	**(107,843)**
3335: CSBG Fund	402: Behavioral Health	Total Revenues	328,653	120,264	242,878	314,286	381,702
3335: CSBG Fund	402: Behavioral Health	Total Expenses	328,653	141,771	203,975	416,938	393,340
3335: CSBG Fund	**402: Behavioral Health**	**Net Balance**	**0**	**(21,508)**	**38,903**	**(102,653)**	**(11,638)**
3336: TANF Fund	501: Social Services	Total Revenues	72,343	641	1,927	1,190	786
3336: TANF Fund	501: Social Services	Total Expenses	72,343	-	1,238	3,818	2,975
3336: TANF Fund	**501: Social Services**	**Net Balance**	**0**	**641**	**689**	**(2,628)**	**(2,189)**
3337: BCSH Housing Grants	402: Behavioral Health	Total Revenues	44,565	359	613,020	-	-

Mariposa County

Budget Compare Summary by Fund and Department
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:

			Current Adjusted Budget	YTD Actuals	Actual		
			2024-2025		2023-2024	2022-2023	2021-2022
Fund		**Account**					
3337: BCSH Housing Grants	402: Behavioral Health	Total Expenses	44,565	4,647	572,849	-	-
3337: BCSH Housing Grants	**402: Behavioral Health**	**Net Balance**	**0**	**(4,288)**	**40,171**	**-**	**-**
3341: Senior Services Fund	519: Adults and Aging	Total Revenues	554,687	122,260	506,450	264,914	407,349
3341: Senior Services Fund	519: Adults and Aging	Total Expenses	554,687	230,291	742,947	571,554	408,589
3341: Senior Services Fund	**519: Adults and Aging**	**Net Balance**	**0**	**(108,031)**	**(236,496)**	**(306,640)**	**(1,240)**
3345: Forest Reserve	102: Administration	Total Revenues	-	-	0	1,037	40,867
3345: Forest Reserve	**102: Administration**	**Net Balance**	**-**	**-**	**0**	**1,037**	**40,867**
3345: Forest Reserve	228: Fire	Total Revenues	167,631	792	65,955	63,062	-
3345: Forest Reserve	228: Fire	Total Expenses	167,631	55,000	41,500	96,373	-
3345: Forest Reserve	**228: Fire**	**Net Balance**	**0**	**(54,208)**	**24,455**	**(33,311)**	**-**
3351: JJCPA Fund	224: Probation	Total Revenues	278,948	70,025	91,637	81,074	79,954
3351: JJCPA Fund	224: Probation	Total Expenses	278,948	18,045	61,524	55,851	49,043
3351: JJCPA Fund	**224: Probation**	**Net Balance**	**0**	**51,980**	**30,112**	**25,223**	**30,911**
3352: HUD Continuum of Care	402: Behavioral Health	Total Revenues	116,861	34,908	76,432	106,817	43,461
3352: HUD Continuum of Care	402: Behavioral Health	Total Expenses	116,861	22,138	90,024	57,840	45,200
3352: HUD Continuum of Care	**402: Behavioral Health**	**Net Balance**	**0**	**12,770**	**(13,592)**	**48,977**	**(1,740)**
3353: RCCP Fund	216: Sheriff	Total Revenues	505,956	261,993	505,982	501,027	502,131
3353: RCCP Fund	216: Sheriff	Total Expenses	505,956	16,673	594,377	423,629	814,965
3353: RCCP Fund	**216: Sheriff**	**Net Balance**	**0**	**245,320**	**(88,394)**	**77,398**	**(312,834)**
3356: VLF Swap Fund	107: Auditor	Total Revenues	2,496	22	66	40	-
3356: VLF Swap Fund	107: Auditor	Total Expenses	2,496	-	-	-	-
3356: VLF Swap Fund	**107: Auditor**	**Net Balance**	**0**	**22**	**66**	**40**	**-**
3356: VLF Swap Fund	402: Behavioral Health	Total Expenses	-	-	-	-	(2,391)
3356: VLF Swap Fund	**402: Behavioral Health**	**Net Balance**	**-**	**-**	**-**	**-**	**2,391**

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst
Run By: Leigh Westerlund
Monday, January 06, 2025

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Fund		Account	Current Adjusted Budget 2024-2025	YTD Actuals 2024-2025	Actual 2023-2024	Actual 2022-2023	Actual 2021-2022
3358: DNA Identification Fund	216: Sheriff	Total Revenues	47,385	2,972	6,028	4,312	4,895
3358: DNA Identification Fund	216: Sheriff	Total Expenses	47,385	-	10,259	-	2,934
3358: DNA Identification Fund	**216: Sheriff**	**Net Balance**	**0**	**2,972**	**(4,231)**	**4,312**	**1,961**
3360: Domestic Violence - Probation	224: Probation	Total Revenues	917	67	864	81	458
3360: Domestic Violence - Probation	224: Probation	Total Expenses	917	-	378	495	-
3360: Domestic Violence - Probation	**224: Probation**	**Net Balance**	**0**	**67**	**486**	**(414)**	**458**
3361: County Inmate Welfare Fund	220: Adult Detention	Total Revenues	119,731	20,247	30,337	23,204	33,709
3361: County Inmate Welfare Fund	220: Adult Detention	Total Expenses	119,731	10,028	34,199	28,318	27,131
3361: County Inmate Welfare Fund	**220: Adult Detention**	**Net Balance**	**0**	**10,219**	**(3,862)**	**(5,113)**	**6,578**
3362: CalFRESH Overpay Incentives	506: Assistance Payments	Total Revenues	19,822	40	84	98	107
3362: CalFRESH Overpay Incentives	506: Assistance Payments	Total Expenses	19,822	-	-	-	-
3362: CalFRESH Overpay Incentives	**506: Assistance Payments**	**Net Balance**	**0**	**40**	**84**	**98**	**107**
3363: Human Services Assist Trust	506: Assistance Payments	Total Revenues	3,355,038	824,095	3,023,331	2,330,145	1,588,930
3363: Human Services Assist Trust	506: Assistance Payments	Total Expenses	3,355,038	1,087,286	3,038,550	2,502,526	1,521,226
3363: Human Services Assist Trust	**506: Assistance Payments**	**Net Balance**	**0**	**(263,191)**	**(15,219)**	**(172,380)**	**67,704**
3364: Cash Difference Tax Collector	000: No Department	Total Revenues	-	-	-	-	(7)
3364: Cash Difference Tax Collector	**000: No Department**	**Net Balance**	**-**	**-**	**-**	**-**	**(7)**
3364: Cash Difference Tax Collector	107: Auditor	Total Revenues	-	-	0	-	-
3364: Cash Difference Tax Collector	**107: Auditor**	**Net Balance**	**-**	**-**	**0**	**-**	**-**
3364: Cash Difference Tax Collector	108: Treasurer/Tax Collector	Total Revenues	751	(211)	(158)	(154)	(437)
3364: Cash Difference Tax Collector	108: Treasurer/Tax Collector	Total Expenses	751	-	-	-	-
3364: Cash Difference Tax Collector	**108: Treasurer/Tax Collector**	**Net Balance**	**0**	**(211)**	**(158)**	**(154)**	**(437)**
3365: Department Of Justice-DA	212: District Attorney	Total Revenues	11,970	385	1,228	830	1,415

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

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			Current Adjusted Budget	YTD Actuals	Actual		
			2024-2025		2023-2024	2022-2023	2021-2022
Fund		**Account**					
3365: Department Of Justice-DA	212: District Attorney	Total Expenses	11,970	-	-	-	-
3365: Department Of Justice-DA	**212: District Attorney**	**Net Balance**	**0**	**385**	**1,228**	**830**	**1,415**
3366: Probation Drug Program	224: Probation	Total Revenues	8,888	74	224	441	689
3366: Probation Drug Program	224: Probation	Total Expenses	8,888	-	-	-	-
3366: Probation Drug Program	**224: Probation**	**Net Balance**	**0**	**74**	**224**	**441**	**689**
3368: Human Services Admin Trust	506: Assistance Payments	Total Revenues	11,093,892	4,162,652	8,014,812	8,721,917	7,354,279
3368: Human Services Admin Trust	506: Assistance Payments	Total Expenses	11,093,892	2,153,469	9,242,896	8,716,368	5,952,147
3368: Human Services Admin Trust	**506: Assistance Payments**	**Net Balance**	**0**	**2,009,183**	**(1,228,084)**	**5,549**	**1,402,132**
3369: Sund-Pelosso Advance	206: Indigent Defense	Total Revenues	19,908	-	-	-	-
3369: Sund-Pelosso Advance	206: Indigent Defense	Total Expenses	19,908	2,400	15,908	-	-
3369: Sund-Pelosso Advance	**206: Indigent Defense**	**Net Balance**	**0**	**(2,400)**	**(15,908)**	**-**	**-**
3369: Sund-Pelosso Advance	212: District Attorney	Total Revenues	-	-	15,908	25,316	1,800
3369: Sund-Pelosso Advance	212: District Attorney	Total Expenses	-	-	0	14,436	12,680
3369: Sund-Pelosso Advance	**212: District Attorney**	**Net Balance**	**-**	**-**	**15,908**	**10,880**	**(10,880)**
3370: LAFCO Fund	249: Planning	Total Revenues	16,584	66	241	230	62,956
3370: LAFCO Fund	249: Planning	Total Expenses	16,584	1,451	2,441	8,732	70,613
3370: LAFCO Fund	**249: Planning**	**Net Balance**	**0**	**(1,385)**	**(2,200)**	**(8,502)**	**(7,657)**
3371: Child Support Services Fund	207: Child Support Services	Total Revenues	1,120,846	294,473	685,868	599,960	425,119
3371: Child Support Services Fund	207: Child Support Services	Total Expenses	1,120,846	-	224,960	599,960	485,345
3371: Child Support Services Fund	**207: Child Support Services**	**Net Balance**	**0**	**294,473**	**460,908**	**0**	**(60,226)**
3372: CalFRESH Overpay Collect	506: Assistance Payments	Total Revenues	3,565	1,643	741	960	1,598
3372: CalFRESH Overpay Collect	506: Assistance Payments	Total Expenses	3,565	766	1,467	98	107
3372: CalFRESH Overpay Collect	**506: Assistance Payments**	**Net Balance**	**0**	**877**	**(726)**	**862**	**1,491**
3376: Finger Print Identification	216: Sheriff	Total Revenues	76,983	1,691	3,178	2,367	3,285

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst
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Monday, January 06, 2025

:

			Current Adjusted Budget	YTD Actuals	Actual		
			2024-2025		2023-2024	2022-2023	2021-2022
Fund		**Account**					
3376: Finger Print Identification	216: Sheriff	Total Expenses	76,983	-	-	-	3,217
3376: Finger Print Identification	**216: Sheriff**	**Net Balance**	**0**	**1,691**	**3,178**	**2,367**	**68**
3378: Emergency Medical Service	401: Health Division	Total Revenues	151,879	7,614	15,019	10,815	11,016
3378: Emergency Medical Service	401: Health Division	Total Expenses	151,879	-	6,000	-	4,000
3378: Emergency Medical Service	**401: Health Division**	**Net Balance**	**0**	**7,614**	**9,019**	**10,815**	**7,016**
3379: Recorders Modernization Fund	109: Assessor/Recorder	Total Revenues	141,960	8,168	16,815	15,954	26,316
3379: Recorders Modernization Fund	109: Assessor/Recorder	Total Expenses	141,960	4,854	7,316	-	22,084
3379: Recorders Modernization Fund	**109: Assessor/Recorder**	**Net Balance**	**0**	**3,314**	**9,499**	**15,954**	**4,232**
3380: Drug & Alcohol Prevention	103: Audits	Total Revenues	-	(63)	-	-	-
3380: Drug & Alcohol Prevention	**103: Audits**	**Net Balance**	**-**	**(63)**	**-**	**-**	**-**
3380: Drug & Alcohol Prevention	403: Alcohol And Drug	Total Revenues	3,859	353	876	542	1,268
3380: Drug & Alcohol Prevention	403: Alcohol And Drug	Total Expenses	3,859	-	-	-	-
3380: Drug & Alcohol Prevention	**403: Alcohol And Drug**	**Net Balance**	**0**	**353**	**876**	**542**	**1,268**
3382: Public Administrator Fund	216: Sheriff	Total Revenues	26,357	225	828	592	7,007
3382: Public Administrator Fund	216: Sheriff	Total Expenses	26,357	1,075	8,514	2,563	4,702
3382: Public Administrator Fund	**216: Sheriff**	**Net Balance**	**0**	**(850)**	**(7,687)**	**(1,970)**	**2,305**
3383: Welfare Trust-Social Services	501: Social Services	Total Revenues	2,602	-	-	-	-
3383: Welfare Trust-Social Services	501: Social Services	Total Expenses	2,602	-	460	-	-
3383: Welfare Trust-Social Services	**501: Social Services**	**Net Balance**	**0**	**-**	**(460)**	**-**	**-**
3384: Alcohol Program Ment Hlth	403: Alcohol And Drug	Total Revenues	6,104	302	940	672	1,348
3384: Alcohol Program Ment Hlth	403: Alcohol And Drug	Total Expenses	6,104	-	-	-	-
3384: Alcohol Program Ment Hlth	**403: Alcohol And Drug**	**Net Balance**	**0**	**302**	**940**	**672**	**1,348**
3384: Alcohol Program Ment Hlth	457: Environmental Health	Total Expenses	-	-	-	-	(1,453)
3384: Alcohol Program Ment Hlth	**457: Environmental Health**	**Net Balance**	**-**	**-**	**-**	**-**	**1,453**

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Fund		Account	Current Adjusted Budget 2024-2025	YTD Actuals 2024-2025	Actual 2023-2024	Actual 2022-2023	Actual 2021-2022
3385: Tobacco Cessation-Health	401: Health Division	Total Revenues	249,252	75,702	152,167	151,076	113,132
3385: Tobacco Cessation-Health	401: Health Division	Total Expenses	249,252	65,049	137,429	158,533	125,726
3385: Tobacco Cessation-Health	**401: Health Division**	**Net Balance**	**0**	**10,654**	**14,739**	**(7,457)**	**(12,594)**
3386: Recorder Cash Difference	109: Assessor/Recorder	Total Revenues	500	309	8,565	212	(23)
3386: Recorder Cash Difference	109: Assessor/Recorder	Total Expenses	500	801	9,078	1,602	1,068
3386: Recorder Cash Difference	**109: Assessor/Recorder**	**Net Balance**	**0**	**(492)**	**(513)**	**(1,390)**	**(1,091)**
3387: Criminal Lab H&S 11372.5	216: Sheriff	Total Revenues	8,522	0	19	251	133
3387: Criminal Lab H&S 11372.5	216: Sheriff	Total Expenses	8,522	4,745	12,213	-	-
3387: Criminal Lab H&S 11372.5	**216: Sheriff**	**Net Balance**	**0**	**(4,745)**	**(12,194)**	**251**	**133**
3389: Micro Conversion-Recorder	109: Assessor/Recorder	Total Revenues	48,075	2,336	7,402	4,129	5,818
3389: Micro Conversion-Recorder	109: Assessor/Recorder	Total Expenses	48,075	-	-	-	-
3389: Micro Conversion-Recorder	**109: Assessor/Recorder**	**Net Balance**	**0**	**2,336**	**7,402**	**4,129**	**5,818**
3390: Tax Collector's Cost	108: Treasurer/Tax Collector	Total Revenues	88,026	7,704	55,113	31,323	22,907
3390: Tax Collector's Cost	108: Treasurer/Tax Collector	Total Expenses	88,026	40,882	116,457	5,993	44,463
3390: Tax Collector's Cost	**108: Treasurer/Tax Collector**	**Net Balance**	**0**	**(33,179)**	**(61,344)**	**25,330**	**(21,556)**
3392: 1991 Health Realignment	401: Health Division	Total Revenues	2,498,519	146,332	1,194,304	1,067,453	1,025,752
3392: 1991 Health Realignment	401: Health Division	Total Expenses	2,498,519	-	2,223,082	528,420	213,770
3392: 1991 Health Realignment	**401: Health Division**	**Net Balance**	**0**	**146,332**	**(1,028,777)**	**539,033**	**811,982**
3393: 1991 Ment Hlth Realignment	402: Behavioral Health	Total Revenues	776,284	211,730	613,185	224,586	839,046
3393: 1991 Ment Hlth Realignment	402: Behavioral Health	Total Expenses	776,284	13,134	613,185	668,756	1,266,013
3393: 1991 Ment Hlth Realignment	**402: Behavioral Health**	**Net Balance**	**0**	**198,597**	**0**	**(444,170)**	**(426,966)**
3394: 1991 Human Services Realign	506: Assistance Payments	Total Revenues	4,038,280	1,709,829	3,847,900	4,254,068	3,394,015
3394: 1991 Human Services Realign	506: Assistance Payments	Total Expenses	4,038,280	676,785	3,791,328	4,358,456	6,042,635
3394: 1991 Human Services Realign	**506: Assistance Payments**	**Net Balance**	**0**	**1,033,044**	**56,572**	**(104,387)**	**(2,648,620)**

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Fund		Account	Current Adjusted Budget 2024-2025	YTD Actuals 2024-2025	Actual 2023-2024	Actual 2022-2023	Actual 2021-2022
3399: Vitals - Recorder	109: Assessor/Recorder	Total Revenues	76,352	2,396	4,831	4,022	3,883
3399: Vitals - Recorder	109: Assessor/Recorder	Total Expenses	76,352	-	-	-	-
3399: Vitals - Recorder	**109: Assessor/Recorder**	**Net Balance**	**0**	**2,396**	**4,831**	**4,022**	**3,883**
3400: Vitals - Clerk	120: County Clerk	Total Revenues	2,487	81	168	98	105
3400: Vitals - Clerk	120: County Clerk	Total Expenses	2,487	-	-	-	-
3400: Vitals - Clerk	**120: County Clerk**	**Net Balance**	**0**	**81**	**168**	**98**	**105**
3401: STC Fund	224: Probation	Total Revenues	9,871	4,914	9,866	11,841	8,792
3401: STC Fund	224: Probation	Total Expenses	9,871	5,714	9,639	9,685	11,011
3401: STC Fund	**224: Probation**	**Net Balance**	**0**	**(800)**	**227**	**2,156**	**(2,219)**
3401: STC Fund	220: Adult Detention	Total Revenues	30,154	7,718	16,918	-	-
3401: STC Fund	220: Adult Detention	Total Expenses	30,154	4,967	9,420	4,255	-
3401: STC Fund	**220: Adult Detention**	**Net Balance**	**0**	**2,750**	**7,498**	**(4,255)**	**-**
3402: PHEP Fund	401: Health Division	Total Revenues	118,523	163,867	130,223	87,050	98,808
3402: PHEP Fund	401: Health Division	Total Expenses	118,523	51,875	145,542	85,319	110,728
3402: PHEP Fund	**401: Health Division**	**Net Balance**	**0**	**111,992**	**(15,319)**	**1,731**	**(11,920)**
3404: LEA Fund	401: Health Division	Total Expenses	-	-	-	-	58
3404: LEA Fund	**401: Health Division**	**Net Balance**	**-**	**-**	**-**	**-**	**(58)**
3404: LEA Fund	457: Environmental Health	Total Revenues	28,141	89	20,683	19,530	16,551
3404: LEA Fund	457: Environmental Health	Total Expenses	28,141	8,402	15,886	16,487	15,721
3404: LEA Fund	**457: Environmental Health**	**Net Balance**	**0**	**(8,313)**	**4,797**	**3,043**	**831**
3406: First 5 Visiting Pub Hlth Nurse	401: Health Division	Total Revenues	3	0	0	0	0
3406: First 5 Visiting Pub Hlth Nurse	401: Health Division	Total Expenses	3	-	-	-	-
3406: First 5 Visiting Pub Hlth Nurse	**401: Health Division**	**Net Balance**	**0**	**0**	**0**	**0**	**0**

Mariposa County

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			Current Adjusted Budget	YTD Actuals	Actual		
			2024-2025		2023-2024	2022-2023	2021-2022
Fund		**Account**					
3409: Automated Warrant System	216: Sheriff	Total Revenues	41,721	869	1,630	681	2,192
3409: Automated Warrant System	216: Sheriff	Total Expenses	41,721	-	-	-	-
3409: Automated Warrant System	**216: Sheriff**	**Net Balance**	**0**	**869**	**1,630**	**681**	**2,192**
3411: Public Authority Fund	501: Social Services	Total Revenues	228,940	108,711	177,023	173,346	68,184
3411: Public Authority Fund	501: Social Services	Total Expenses	228,940	63,767	189,135	143,007	174,328
3411: Public Authority Fund	**501: Social Services**	**Net Balance**	**0**	**44,945**	**(12,112)**	**30,339**	**(106,144)**
3411: Public Authority Fund	506: Assistance Payments	Total Revenues	-	-	4,613	-	96,323
3411: Public Authority Fund	**506: Assistance Payments**	**Net Balance**	**-**	**-**	**4,613**	**-**	**96,323**
3413: Sheriff - Civil Matters	216: Sheriff	Total Revenues	0	11,099	(44)	84	2,100
3413: Sheriff - Civil Matters	216: Sheriff	Total Expenses	0	3,225	8,589	4,442	-
3413: Sheriff - Civil Matters	**216: Sheriff**	**Net Balance**	**0**	**7,874**	**(8,633)**	**(4,358)**	**2,100**
3416: Revenue And Recovery	224: Probation	Total Revenues	281,886	12,843	138,100	147,376	118,222
3416: Revenue And Recovery	224: Probation	Total Expenses	281,886	50,115	100,985	106,365	97,081
3416: Revenue And Recovery	**224: Probation**	**Net Balance**	**0**	**(37,272)**	**37,115**	**41,011**	**21,141**
3417: Youthful Offender	224: Probation	Total Revenues	436,826	38,357	120,931	140,463	143,431
3417: Youthful Offender	224: Probation	Total Expenses	436,826	64,979	86,130	133,016	45,435
3417: Youthful Offender	**224: Probation**	**Net Balance**	**0**	**(26,622)**	**34,801**	**7,447**	**97,996**
3418: Probation Juvenile Facilities AB178	223: Juvenile Detention	Total Revenues	421,056	3,666	10,926	403,129	-
3418: Probation Juvenile Facilities AB178	223: Juvenile Detention	Total Expenses	421,056	-	-	-	-
3418: Probation Juvenile Facilities AB178	**223: Juvenile Detention**	**Net Balance**	**0**	**3,666**	**10,926**	**403,129**	**-**
3419: SSN Truncation-Recorder	109: Assessor/Recorder	Total Revenues	33,216	2,050	4,063	3,795	5,521
3419: SSN Truncation-Recorder	109: Assessor/Recorder	Total Expenses	33,216	-	-	-	-
3419: SSN Truncation-Recorder	**109: Assessor/Recorder**	**Net Balance**	**0**	**2,050**	**4,063**	**3,795**	**5,521**
3420: Hazardous Material Clean Up	304: Public Works Administration	Total Revenues	-	-	-	0	14

Mariposa County

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Fund		**Account**					
3420: Hazardous Material Clean Up	304: Public Works Administration	Total Expenses	-	-	-	1,760	-
3420: Hazardous Material Clean Up	**304: Public Works Administration**	**Net Balance**	**-**	**-**	**-**	**(1,760)**	**14**
3423: Sheriff Civil GC26746	216: Sheriff	Total Revenues	3,919	1,197	87	55	2,307
3423: Sheriff Civil GC26746	216: Sheriff	Total Expenses	3,919	-	7	420	-
3423: Sheriff Civil GC26746	**216: Sheriff**	**Net Balance**	**0**	**1,197**	**80**	**(366)**	**2,307**
3424: Micro Assistance Loans	143: Economic Development	Total Revenues	12,236	108	323	284	92
3424: Micro Assistance Loans	143: Economic Development	Total Expenses	12,236	-	-	0	-
3424: Micro Assistance Loans	**143: Economic Development**	**Net Balance**	**0**	**108**	**323**	**284**	**92**
3425: SAFE Business Relief Program	143: Economic Development	Total Revenues	41,203	-	-	11,367	-
3425: SAFE Business Relief Program	143: Economic Development	Total Expenses	41,203	-	1,318	-	11,985
3425: SAFE Business Relief Program	**143: Economic Development**	**Net Balance**	**0**	**-**	**(1,318)**	**11,367**	**(11,985)**
3426: CMSP Fund	401: Health Division	Total Revenues	358	-	-	-	-
3426: CMSP Fund	401: Health Division	Total Expenses	358	-	-	-	-
3427: Prop 56 Tobacco Tax	401: Health Division	Total Revenues	239,538	75,000	150,000	150,000	75,000
3427: Prop 56 Tobacco Tax	401: Health Division	Total Expenses	239,538	65,050	137,430	159,730	113,614
3427: Prop 56 Tobacco Tax	**401: Health Division**	**Net Balance**	**0**	**9,950**	**12,570**	**(9,730)**	**(38,614)**
3428: Pandemic Influenza State	401: Health Division	Total Revenues	60,565	42,189	(550)	57,208	45,092
3428: Pandemic Influenza State	401: Health Division	Total Expenses	60,565	23,961	40,493	42,609	35,421
3428: Pandemic Influenza State	**401: Health Division**	**Net Balance**	**0**	**18,229**	**(41,043)**	**14,598**	**9,671**
3430: Library Private Donation	606: Library	Total Revenues	363,015	3,160	9,599	6,077	2,852
3430: Library Private Donation	606: Library	Total Expenses	363,015	14,302	24,950	-	-
3430: Library Private Donation	**606: Library**	**Net Balance**	**0**	**(11,142)**	**(15,351)**	**6,077**	**2,852**
3432: Community Correct AB109	224: Probation	Total Revenues	2,509,746	353,773	1,207,996	1,267,336	1,053,338
3432: Community Correct AB109	224: Probation	Total Expenses	2,509,746	469,500	1,846,366	1,135,883	1,077,400

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Fund		Account	Current Adjusted Budget	YTD Actuals	Actual		
			2024-2025		2023-2024	2022-2023	2021-2022
3432: Community Correct AB109	**224: Probation**	**Net Balance**	**0**	**(115,727)**	**(638,370)**	**131,453**	**(24,062)**
3433: 2011 Human Serv Realign	506: Assistance Payments	Total Revenues	3,282,604	1,155,505	3,322,713	3,521,924	3,124,013
3433: 2011 Human Serv Realign	506: Assistance Payments	Total Expenses	3,282,604	917,558	4,006,356	3,550,549	2,851,547
3433: 2011 Human Serv Realign	**506: Assistance Payments**	**Net Balance**	**0**	**237,947**	**(683,643)**	**(28,625)**	**272,466**
3434: Community Correct SB678	224: Probation	Total Revenues	719,775	53,226	208,652	216,718	225,544
3434: Community Correct SB678	224: Probation	Total Expenses	719,775	80,108	121,016	143,885	279,345
3434: Community Correct SB678	**224: Probation**	**Net Balance**	**0**	**(26,882)**	**87,636**	**72,833**	**(53,802)**
3435: 2011 Behav Hlth Realignment	402: Behavioral Health	Total Revenues	822,848	1,047,663	1,652,171	2,449,759	1,534,509
3435: 2011 Behav Hlth Realignment	402: Behavioral Health	Total Expenses	822,848	605,669	2,724,031	2,906,961	5,449
3435: 2011 Behav Hlth Realignment	**402: Behavioral Health**	**Net Balance**	**0**	**441,994**	**(1,071,859)**	**(457,201)**	**1,529,060**
3436: Cal-MMET Fund	216: Sheriff	Total Revenues	297,921	65,987	126,193	123,238	122,937
3436: Cal-MMET Fund	216: Sheriff	Total Expenses	297,921	267	4,365	48,042	156,653
3436: Cal-MMET Fund	**216: Sheriff**	**Net Balance**	**0**	**65,721**	**121,828**	**75,196**	**(33,717)**
3437: State Parole DA	212: District Attorney	Total Revenues	174,262	13,442	42,772	46,135	33,879
3437: State Parole DA	212: District Attorney	Total Expenses	174,262	13,991	11,554	21,129	21,744
3437: State Parole DA	**212: District Attorney**	**Net Balance**	**0**	**(549)**	**31,218**	**25,006**	**12,135**
3438: DJJ Realignment SB823	224: Probation	Total Revenues	870,866	279,056	310,319	257,389	251,755
3438: DJJ Realignment SB823	224: Probation	Total Expenses	870,866	56,352	123,992	80,105	2,500
3438: DJJ Realignment SB823	**224: Probation**	**Net Balance**	**0**	**222,703**	**186,327**	**177,284**	**249,255**
3439: DEA Grant Fund	216: Sheriff	Total Revenues	121,328	24,544	69,911	48,963	69,399
3439: DEA Grant Fund	216: Sheriff	Total Expenses	121,328	66,019	211,940	28,148	22,660
3439: DEA Grant Fund	**216: Sheriff**	**Net Balance**	**0**	**(41,475)**	**(142,029)**	**20,816**	**46,739**
3440: Bailiff Fund	216: Sheriff	Total Revenues	-	-	(1,143)	(2,862)	(407)
3440: Bailiff Fund	**216: Sheriff**	**Net Balance**	**-**	**-**	**(1,143)**	**(2,862)**	**(407)**

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst
Run By: Leigh Westerlund
Monday, January 06, 2025

:

Fund		Account	Current Adjusted Budget 2024-2025	YTD Actuals 2024-2025	Actual 2023-2024	Actual 2022-2023	Actual 2021-2022
3440: Bailiff Fund	277: Bailiff	Total Revenues	389,314	85,204	396,705	417,053	255,894
3440: Bailiff Fund	277: Bailiff	Total Expenses	389,314	143,876	308,604	369,300	353,782
3440: Bailiff Fund	**277: Bailiff**	**Net Balance**	**0**	**(58,672)**	**88,101**	**47,753**	**(97,888)**
3441: Youth Programs and Facilities Grant (YPFG)	224: Probation	Total Revenues	93,382	92,106	149,243	-	-
3441: Youth Programs and Facilities Grant (YPFG)	224: Probation	Total Expenses	93,382	-	98,352	5,891	51,790
3441: Youth Programs and Facilities Grant (YPFG)	**224: Probation**	**Net Balance**	**0**	**92,106**	**50,891**	**(5,891)**	**(51,790)**
3442: PATH Grant Round 3 - Jail	220: Adult Detention	Total Revenues	1,405,149	1,201,769	204,649	-	-
3442: PATH Grant Round 3 - Jail	220: Adult Detention	Total Expenses	1,405,149	239,625	-	-	-
3442: PATH Grant Round 3 - Jail	**220: Adult Detention**	**Net Balance**	**0**	**962,144**	**204,649**	**-**	**-**
3443: Mental Health Triage Grant	506: Assistance Payments	Total Revenues	-	0	0	0	54
3443: Mental Health Triage Grant	506: Assistance Payments	Total Expenses	-	-	-	54	-
3443: Mental Health Triage Grant	**506: Assistance Payments**	**Net Balance**	**-**	**0**	**0**	**(54)**	**54**
3444: JAG Drug Task Force	224: Probation	Total Revenues	377,456	48,204	55,966	88,569	99,574
3444: JAG Drug Task Force	224: Probation	Total Expenses	377,456	52,190	55,966	88,569	99,574
3444: JAG Drug Task Force	**224: Probation**	**Net Balance**	**0**	**(3,986)**	**0**	**0**	**0**
3445: OES/HSGP Fund	216: Sheriff	Total Revenues	322,739	-	65,203	186,305	46,852
3445: OES/HSGP Fund	216: Sheriff	Total Expenses	322,739	77,247	56,197	52,244	61,944
3445: OES/HSGP Fund	**216: Sheriff**	**Net Balance**	**0**	**(77,247)**	**9,006**	**134,061**	**(15,092)**
3446: PATH Grant Round 2 - Jail	220: Adult Detention	Total Revenues	362,914	3,139	508,831	-	-
3446: PATH Grant Round 2 - Jail	220: Adult Detention	Total Expenses	362,914	174,372	146,417	-	-
3446: PATH Grant Round 2 - Jail	**220: Adult Detention**	**Net Balance**	**0**	**(171,232)**	**362,414**	**-**	**-**
3448: Tree Mortality	102: Administration	Total Revenues	-	-	-	147,085	-
3448: Tree Mortality	102: Administration	Total Expenses	-	-	48,903	-	-
3448: Tree Mortality	**102: Administration**	**Net Balance**	**-**	**-**	**(48,903)**	**147,085**	**-**

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Fund		Account	Current Adjusted Budget	YTD Actuals	Actual		
			2024-2025		2023-2024	2022-2023	2021-2022
3449: Whole Person Care Fund	402: Behavioral Health	Total Revenues	89,703	781	2,327	1,399	961
3449: Whole Person Care Fund	402: Behavioral Health	Total Expenses	89,703	6	-	804	88,534
3449: Whole Person Care Fund	**402: Behavioral Health**	**Net Balance**	**0**	**775**	**2,327**	**595**	**(87,573)**
3450: MID Settlement	102: Administration	Total Revenues	397,826	-	238,596	-	-
3450: MID Settlement	102: Administration	Total Expenses	397,826	367,004	90,769	-	-
3450: MID Settlement	**102: Administration**	**Net Balance**	**0**	**(367,004)**	**147,826**	**-**	**-**
3451: PATH CITED Grant - CalAIM	402: Behavioral Health	Total Revenues	384,004	-	-	-	-
3451: PATH CITED Grant - CalAIM	402: Behavioral Health	Total Expenses	384,004	3,312	-	-	-
3451: PATH CITED Grant - CalAIM	**402: Behavioral Health**	**Net Balance**	**0**	**(3,312)**	**-**	**-**	**-**
3452: Emergency Planning Grant	216: Sheriff	Total Revenues	342,284	128,374	308,659	317,472	128,688
3452: Emergency Planning Grant	216: Sheriff	Total Expenses	342,284	108,873	302,821	261,486	241,313
3452: Emergency Planning Grant	**216: Sheriff**	**Net Balance**	**0**	**19,501**	**5,838**	**55,986**	**(112,625)**
3453: School Resource Officer	216: Sheriff	Total Revenues	117,049	39,605	98,735	140,290	137,541
3453: School Resource Officer	216: Sheriff	Total Expenses	117,049	28,343	151,981	158,129	126,368
3453: School Resource Officer	**216: Sheriff**	**Net Balance**	**0**	**11,262**	**(53,246)**	**(17,839)**	**11,173**
3454: JBCT Fund	402: Behavioral Health	Total Revenues	577,564	139,262	204,039	237,030	232,974
3454: JBCT Fund	402: Behavioral Health	Total Expenses	577,564	59,815	148,779	269,089	85,438
3454: JBCT Fund	**402: Behavioral Health**	**Net Balance**	**0**	**79,447**	**55,260**	**(32,059)**	**147,535**
3454: JBCT Fund	403: Alcohol And Drug	Total Expenses	-	-	-	1,915	-
3454: JBCT Fund	**403: Alcohol And Drug**	**Net Balance**	**-**	**-**	**-**	**(1,915)**	**-**
3455: County Assessors' Grant	109: Assessor/Recorder	Total Revenues	144,304	653	127,023	127,921	101,907
3455: County Assessors' Grant	109: Assessor/Recorder	Total Expenses	144,304	107,338	273,177	267,913	237,569
3455: County Assessors' Grant	**109: Assessor/Recorder**	**Net Balance**	**0**	**(106,685)**	**(146,154)**	**(139,991)**	**(135,661)**

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst
Run By: Leigh Westerlund
Monday, January 06, 2025

:

			Current Adjusted Budget	YTD Actuals	Actual		
			2024-2025		2023-2024	2022-2023	2021-2022
Fund		**Account**					
3456: PATH Justice Involved Grant Round 3 - Behavioral Health	402: Behavioral Health	Total Revenues	862,368	470,012	79,719	-	-
3456: PATH Justice Involved Grant Round 3 - Behavioral Health	402: Behavioral Health	Total Expenses	862,368	66,961	-	-	-
3456: PATH Justice Involved Grant Round 3 - Behavioral Health	**402: Behavioral Health**	**Net Balance**	**0**	**403,050**	**79,719**	**-**	**-**
3457: CMSP Grant Fund	402: Behavioral Health	Total Revenues	1,420	-	30,000	-	96,000
3457: CMSP Grant Fund	402: Behavioral Health	Total Expenses	1,420	336	-	49,812	114,768
3457: CMSP Grant Fund	**402: Behavioral Health**	**Net Balance**	**0**	**(336)**	**30,000**	**(49,812)**	**(18,768)**
3459: Homeless Emergency Aid	402: Behavioral Health	Total Revenues	2,254	20	58	35	2,123
3459: Homeless Emergency Aid	402: Behavioral Health	Total Expenses	2,254	-	-	-	-
3459: Homeless Emergency Aid	**402: Behavioral Health**	**Net Balance**	**0**	**20**	**58**	**35**	**2,123**
3461: Homeless Housing - WPC	402: Behavioral Health	Total Revenues	37,508	327	973	309,808	5,639
3461: Homeless Housing - WPC	402: Behavioral Health	Total Expenses	37,508	-	-	1,000,016	-
3461: Homeless Housing - WPC	**402: Behavioral Health**	**Net Balance**	**0**	**327**	**973**	**(690,209)**	**5,639**
3462: Public Safe Power Shutoff	216: Sheriff	Total Revenues	1,662	15	513	574	576
3462: Public Safe Power Shutoff	216: Sheriff	Total Expenses	1,662	-	34,100	-	52,265
3462: Public Safe Power Shutoff	**216: Sheriff**	**Net Balance**	**0**	**15**	**(33,587)**	**574**	**(51,688)**
3463: AIDS/HIV Surveillance	401: Health Division	Total Revenues	4,004	2,969	2,931	1,305	4,631
3463: AIDS/HIV Surveillance	401: Health Division	Total Expenses	4,004	1,672	2,995	3,119	3,000
3463: AIDS/HIV Surveillance	**401: Health Division**	**Net Balance**	**0**	**1,296**	**(64)**	**(1,813)**	**1,631**
3464: CCS CA Children's Services	401: Health Division	Total Revenues	100,700	29,485	45,526	62,269	79,215
3464: CCS CA Children's Services	401: Health Division	Total Expenses	100,700	24,057	52,254	55,380	73,690
3464: CCS CA Children's Services	**401: Health Division**	**Net Balance**	**0**	**5,428**	**(6,728)**	**6,889**	**5,525**
3465: Air Pollution Subvention	457: Environmental Health	Total Revenues	102,846	28,284	85,098	75,851	61,090
3465: Air Pollution Subvention	457: Environmental Health	Total Expenses	102,846	18,994	55,554	66,301	56,463
3465: Air Pollution Subvention	**457: Environmental Health**	**Net Balance**	**0**	**9,290**	**29,543**	**9,550**	**4,627**

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst
Run By: Leigh Westerlund
Monday, January 06, 2025

:

			Current Adjusted Budget	YTD Actuals	Actual		
			2024-2025		2023-2024	2022-2023	2021-2022
Fund		**Account**					
3466: CHDP Fund	401: Health Division	Total Revenues	3,253	29	9,834	40,740	46,433
3466: CHDP Fund	401: Health Division	Total Expenses	3,253	-	0	40,009	43,177
3466: CHDP Fund	**401: Health Division**	**Net Balance**	**0**	**29**	**9,834**	**731**	**3,257**
3467: MCAH Fund	401: Health Division	Total Revenues	139,709	147	69,356	84,444	42,773
3467: MCAH Fund	401: Health Division	Total Expenses	139,709	43,089	69,356	57,645	34,233
3467: MCAH Fund	**401: Health Division**	**Net Balance**	**0**	**(42,942)**	**0**	**26,799**	**8,540**
3468: IAP Fund	401: Health Division	Total Revenues	67,198	62,535	537,627	311,827	315,740
3468: IAP Fund	401: Health Division	Total Expenses	67,198	84,432	299,739	264,859	305,639
3468: IAP Fund	**401: Health Division**	**Net Balance**	**0**	**(21,897)**	**237,888**	**46,968**	**10,101**
3469: CUPA Fund	457: Environmental Health	Total Revenues	187,219	12,593	123,414	114,106	170,777
3469: CUPA Fund	457: Environmental Health	Total Expenses	187,219	6,797	71,591	152,713	107,161
3469: CUPA Fund	**457: Environmental Health**	**Net Balance**	**0**	**5,796**	**51,824**	**(38,606)**	**63,616**
3470: Cal-Fresh Healthy Living	401: Health Division	Total Revenues	150,000	37,477	160,617	134,115	156,566
3470: Cal-Fresh Healthy Living	401: Health Division	Total Expenses	150,000	70,056	160,725	116,713	132,629
3470: Cal-Fresh Healthy Living	**401: Health Division**	**Net Balance**	**0**	**(32,579)**	**(108)**	**17,401**	**23,937**
3471: COHP Fund	401: Health Division	Total Revenues	144,088	34,530	221,848	47,948	172,477
3471: COHP Fund	401: Health Division	Total Expenses	144,088	61,512	134,587	122,951	172,514
3471: COHP Fund	**401: Health Division**	**Net Balance**	**0**	**(26,982)**	**87,261**	**(75,003)**	**(37)**
3472: CLPPP Fund	401: Health Division	Total Revenues	4,159	29	4,767	18,714	11,696
3472: CLPPP Fund	401: Health Division	Total Expenses	4,159	-	4,767	15,054	11,696
3472: CLPPP Fund	**401: Health Division**	**Net Balance**	**0**	**29**	**0**	**3,660**	**0**
3473: Woodsmoke Reduction	457: Environmental Health	Total Revenues	571,041	3,305	379,957	(74)	(29)
3473: Woodsmoke Reduction	457: Environmental Health	Total Expenses	571,041	21,657	-	-	-
3473: Woodsmoke Reduction	**457: Environmental Health**	**Net Balance**	**0**	**(18,352)**	**379,957**	**(74)**	**(29)**

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst
Run By: Leigh Westerlund
Monday, January 06, 2025

:

			Current Adjusted Budget	YTD Actuals	Actual		
			2024-2025		2023-2024	2022-2023	2021-2022
Fund		**Account**					
3474: CARB Fund	457: Environmental Health	Total Revenues	448,852	3,880	41,410	203,490	1,441
3474: CARB Fund	457: Environmental Health	Total Expenses	448,852	4,137	12,600	3,965	0
3474: CARB Fund	**457: Environmental Health**	**Net Balance**	**0**	**(257)**	**28,810**	**199,525**	**1,441**
3475: HCPCFC Fund	401: Health Division	Total Revenues	34,928	7,376	15,484	16,059	9,062
3475: HCPCFC Fund	401: Health Division	Total Expenses	34,928	7,109	13,435	14,939	12,893
3475: HCPCFC Fund	**401: Health Division**	**Net Balance**	**0**	**267**	**2,049**	**1,120**	**(3,831)**
3476: Detwiler Fire Fund	271: Detwiler Fire	Total Revenues	268,751	2,380	7,231	4,361	2,047
3476: Detwiler Fire Fund	271: Detwiler Fire	Total Expenses	268,751	-	6,408	-	-
3476: Detwiler Fire Fund	**271: Detwiler Fire**	**Net Balance**	**0**	**2,380**	**823**	**4,361**	**2,047**
3477: Ferguson Fire	286: Ferguson Fire 2019	Total Revenues	47,021	416	36,469	217,563	364
3477: Ferguson Fire	286: Ferguson Fire 2019	Total Expenses	47,021	-	-	253,935	-
3477: Ferguson Fire	**286: Ferguson Fire 2019**	**Net Balance**	**0**	**416**	**36,469**	**(36,372)**	**364**
3478: SAFE Grant	401: Health Division	Total Revenues	1,366	12	36	48	19,940
3478: SAFE Grant	401: Health Division	Total Expenses	1,366	-	-	4,402	15,999
3478: SAFE Grant	**401: Health Division**	**Net Balance**	**0**	**12**	**36**	**(4,355)**	**3,941**
3480: Covid-19 HHAP/COC Fund	401: Health Division	Total Revenues	-	-	-	1	-
3480: Covid-19 HHAP/COC Fund	**401: Health Division**	**Net Balance**	**-**	**-**	**-**	**1**	**-**
3481: Covid-19 CMSP	401: Health Division	Total Revenues	20,556	182	542	326	10,399
3481: Covid-19 CMSP	401: Health Division	Total Expenses	20,556	-	-	-	-
3481: Covid-19 CMSP	**401: Health Division**	**Net Balance**	**0**	**182**	**542**	**326**	**10,399**
3482: Covid-19 CDHP/PHEP Fund	401: Health Division	Total Revenues	-	-	-	10	(2)
3482: Covid-19 CDHP/PHEP Fund	**401: Health Division**	**Net Balance**	**-**	**-**	**-**	**10**	**(2)**
3483: IDP Fund	401: Health Division	Total Revenues	0	(6)	(4)	109,187	3,720
3483: IDP Fund	401: Health Division	Total Expenses	0	-	2,079	82,135	15,451

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst
Run By: Leigh Westerlund
Monday, January 06, 2025

:

			Current Adjusted Budget	YTD Actuals	Actual		
			2024-2025		2023-2024	2022-2023	2021-2022
Fund		**Account**					
3483: IDP Fund	**401: Health Division**	**Net Balance**	**0**	**(6)**	**(2,083)**	**27,053**	**(11,731)**
3484: CAP Incentives Fund	457: Environmental Health	Total Revenues	270,315	137,154	3,567	2,142	979
3484: CAP Incentives Fund	457: Environmental Health	Total Expenses	270,315	-	-	-	1,454
3484: CAP Incentives Fund	**457: Environmental Health**	**Net Balance**	**0**	**137,154**	**3,567**	**2,142**	**(474)**
3485: CAPP Fund	457: Environmental Health	Total Revenues	125,811	1,001	45,628	12,114	88,229
3485: CAPP Fund	457: Environmental Health	Total Expenses	125,811	4,574	24,529	-	41
3485: CAPP Fund	**457: Environmental Health**	**Net Balance**	**0**	**(3,574)**	**21,099**	**12,114**	**88,189**
3486: PBE Grant Fund	457: Environmental Health	Total Revenues	3,617	26	27,346	(55)	(119)
3486: PBE Grant Fund	457: Environmental Health	Total Expenses	3,617	1,247	20,290	442	0
3486: PBE Grant Fund	**457: Environmental Health**	**Net Balance**	**0**	**(1,221)**	**7,056**	**(497)**	**(119)**
3487: SLFRF—State and Local Fiscal Recovery Funds	102: Administration	Total Revenues	1,526,792	11,590	66,659	1,716,689	1,682,488
3487: SLFRF—State and Local Fiscal Recovery Funds	102: Administration	Total Expenses	1,526,792	450,318	1,592,810	329,206	42,028
3487: SLFRF—State and Local Fiscal Recovery Funds	**102: Administration**	**Net Balance**	**0**	**(438,727)**	**(1,526,151)**	**1,387,483**	**1,640,460**
3490: ELC - Enhance Detection	401: Health Division	Total Revenues	594,581	421,766	107,305	308,428	613,285
3490: ELC - Enhance Detection	401: Health Division	Total Expenses	594,581	192,970	580,961	580,013	403,916
3490: ELC - Enhance Detection	**401: Health Division**	**Net Balance**	**0**	**228,796**	**(473,656)**	**(271,585)**	**209,368**
3490: ELC - Enhance Detection	402: Behavioral Health	Total Expenses	-	-	-	-	61,920
3490: ELC - Enhance Detection	**402: Behavioral Health**	**Net Balance**	**-**	**-**	**-**	**-**	**(61,920)**
3491: ELC Cares	401: Health Division	Total Revenues	0	(5)	(13)	(8)	103,865
3491: ELC Cares	**401: Health Division**	**Net Balance**	**0**	**(5)**	**(13)**	**(8)**	**103,865**
3492: Targeted Case Management	402: Behavioral Health	Total Revenues	96,526	249,199	376,876	313,007	62,023
3492: Targeted Case Management	402: Behavioral Health	Total Expenses	96,526	177,180	700,142	681,252	480,421
3492: Targeted Case Management	**402: Behavioral Health**	**Net Balance**	**0**	**72,019**	**(323,266)**	**(368,245)**	**(418,398)**

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst
Run By: Leigh Westerlund
Monday, January 06, 2025

:

			Current Adjusted Budget	YTD Actuals	Actual		
			2024-2025		2023-2024	2022-2023	2021-2022
Fund		**Account**					
3493: Public Health Institute COVID Funding	401: Health Division	Total Revenues	107,217	949	298,525	-	33,470
3493: Public Health Institute COVID Funding	401: Health Division	Total Expenses	107,217	-	-	766	218,381
3493: Public Health Institute COVID Funding	**401: Health Division**	**Net Balance**	**0**	**949**	**298,525**	**(766)**	**(184,911)**
3493: Public Health Institute COVID Funding	402: Behavioral Health	Total Revenues	-	-	(2,270)	(3,086)	(276)
3493: Public Health Institute COVID Funding	**402: Behavioral Health**	**Net Balance**	**-**	**-**	**(2,270)**	**(3,086)**	**(276)**
3494: Crisis Care Mobile Units	402: Behavioral Health	Total Revenues	589,994	7,772	422,999	915,955	(2)
3494: Crisis Care Mobile Units	402: Behavioral Health	Total Expenses	589,994	45,161	469,942	640,951	8,100
3494: Crisis Care Mobile Units	**402: Behavioral Health**	**Net Balance**	**0**	**(37,388)**	**(46,943)**	**275,003**	**(8,103)**
3495: California Equitable Recovery Unit	401: Health Division	Total Revenues	71,553	12,089	124,053	89,793	75,197
3495: California Equitable Recovery Unit	401: Health Division	Total Expenses	71,553	662	76,825	106,609	34,056
3495: California Equitable Recovery Unit	**401: Health Division**	**Net Balance**	**0**	**11,427**	**47,228**	**(16,816)**	**41,140**
3496: Public Health Workforce Development	401: Health Division	Total Revenues	71,798	303	181,898	171,884	-
3496: Public Health Workforce Development	401: Health Division	Total Expenses	71,798	12,948	153,885	128,098	-
3496: Public Health Workforce Development	**401: Health Division**	**Net Balance**	**0**	**(12,645)**	**28,013**	**43,786**	**-**
3497: SB 129 Pre-Trial	224: Probation	Total Revenues	198,899	96,068	189,711	271,731	-
3497: SB 129 Pre-Trial	224: Probation	Total Expenses	198,899	92,777	245,271	218,876	-
3497: SB 129 Pre-Trial	**224: Probation**	**Net Balance**	**0**	**3,291**	**(55,560)**	**52,854**	**-**
3498: Sierra Nevada Conservancy Vibrant Recreation and Tourism Grant	249: Planning	Total Revenues	354,381	-	69,419	-	-
3498: Sierra Nevada Conservancy Vibrant Recreation and Tourism Grant	249: Planning	Total Expenses	354,381	29,701	147,801	-	-
3498: Sierra Nevada Conservancy Vibrant Recreation and Tourism Grant	**249: Planning**	**Net Balance**	**0**	**(29,701)**	**(78,382)**	**-**	**-**
3458: Distance Learn & Tele-Med	402: Behavioral Health	Total Revenues	379,829	429,689	(353)	419,233	17,035
3458: Distance Learn & Tele-Med	402: Behavioral Health	Total Expenses	379,829	-	12,345	439,938	-
3458: Distance Learn & Tele-Med	**402: Behavioral Health**	**Net Balance**	**0**	**429,689**	**(12,698)**	**(20,705)**	**17,035**
3488: Terra Count	249: Planning	Total Revenues	56	1	56	65,479	10,098

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Fund		Account	Current Adjusted Budget 2024-2025	YTD Actuals 2024-2025	Actual 2023-2024	Actual 2022-2023	Actual 2021-2022
3488: Terra Count	249: Planning	Total Expenses	56	-	147	65,343	10,088
3488: Terra Count	**249: Planning**	**Net Balance**	**0**	**1**	**(91)**	**137**	**10**
3489: SALC Program Fund	249: Planning	Total Revenues	49,162	257	75,258	120,956	-
3489: SALC Program Fund	249: Planning	Total Expenses	49,162	-	68,919	115,488	-
3489: SALC Program Fund	**249: Planning**	**Net Balance**	**0**	**257**	**6,339**	**5,468**	**-**
3499: MAT Grant Expansion for Jail and Drug Courts	401: Health Division	Total Revenues	90,887	146	85,752	-	-
3499: MAT Grant Expansion for Jail and Drug Courts	401: Health Division	Total Expenses	90,887	14,016	65,669	-	-
3499: MAT Grant Expansion for Jail and Drug Courts	**401: Health Division**	**Net Balance**	**0**	**(13,870)**	**20,083**	**-**	**-**
3533: Future of Public Health	401: Health Division	Total Revenues	421,598	540,608	270,267	106,147	-
3533: Future of Public Health	401: Health Division	Total Expenses	421,598	180,335	645,197	81,319	-
3533: Future of Public Health	**401: Health Division**	**Net Balance**	**0**	**360,273**	**(374,930)**	**24,828**	**-**
3536: MHSA Fund - ASOC/CSOC	401: Health Division	Total Expenses	-	-	-	0	-
3536: MHSA Fund - ASOC/CSOC	**401: Health Division**	**Net Balance**	**-**	**-**	**-**	**0**	**-**
3536: MHSA Fund - ASOC/CSOC	402: Behavioral Health	Total Revenues	1,473,747	1,205,277	1,577,141	1,095,801	1,871,738
3536: MHSA Fund - ASOC/CSOC	402: Behavioral Health	Total Expenses	1,473,747	746,053	1,628,287	2,365,062	2,777,287
3536: MHSA Fund - ASOC/CSOC	**402: Behavioral Health**	**Net Balance**	**0**	**459,224**	**(51,146)**	**(1,269,260)**	**(905,550)**
3537: MHSA - PEI	402: Behavioral Health	Total Revenues	361,464	332,887	437,028	293,035	447,943
3537: MHSA - PEI	402: Behavioral Health	Total Expenses	361,464	146,569	358,828	396,710	372,754
3537: MHSA - PEI	**402: Behavioral Health**	**Net Balance**	**0**	**186,319**	**78,200**	**(103,675)**	**75,189**
3538: MHSA - WET	402: Behavioral Health	Total Revenues	0	-	-	(208)	-
3538: MHSA - WET	**402: Behavioral Health**	**Net Balance**	**0**	**-**	**-**	**(208)**	**-**
3539: MHSA Innovation	402: Behavioral Health	Total Revenues	242,752	84,636	113,314	75,539	112,347
3539: MHSA Innovation	402: Behavioral Health	Total Expenses	242,752	34,309	96,445	55,260	303
3539: MHSA Innovation	**402: Behavioral Health**	**Net Balance**	**0**	**50,328**	**16,869**	**20,279**	**112,044**

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst
Run By: Leigh Westerlund
Monday, January 06, 2025

:

Fund		Account	Current Adjusted Budget	YTD Actuals	Actual		
			2024-2025		2023-2024	2022-2023	2021-2022
3542: MHSA Housing Development	402: Behavioral Health	Total Revenues	0	(652)	(1,944)	(1,167)	(548)
3542: MHSA Housing Development	**402: Behavioral Health**	**Net Balance**	**0**	**(652)**	**(1,944)**	**(1,167)**	**(548)**
3543: Inmate Medical Services	401: Health Division	Total Revenues	874,915	(2,309)	763,436	549,963	-
3543: Inmate Medical Services	401: Health Division	Total Expenses	874,915	388,671	958,170	549,963	-
3543: Inmate Medical Services	**401: Health Division**	**Net Balance**	**0**	**(390,981)**	**(194,734)**	**0**	**-**
3544: Our Town Federal Grant	249: Planning	Total Revenues	0	-	40,000	35,000	-
3544: Our Town Federal Grant	249: Planning	Total Expenses	-	-	35,000	40,000	-
3544: Our Town Federal Grant	**249: Planning**	**Net Balance**	**0**	**-**	**5,000**	**(5,000)**	**-**
3545: Oak Fire Debris Removal	102: Administration	Total Revenues	0	-	2,719,605	3,556,859	-
3545: Oak Fire Debris Removal	102: Administration	Total Expenses	-	-	1,655	16,887,839	-
3545: Oak Fire Debris Removal	**102: Administration**	**Net Balance**	**0**	**-**	**2,717,950**	**(13,330,980)**	**-**
3545: Oak Fire Debris Removal	292: Oak Fire	Total Revenues	-	-	-	8,132,362	-
3545: Oak Fire Debris Removal	**292: Oak Fire**	**Net Balance**	**-**	**-**	**-**	**8,132,362**	**-**
3546: Weather 2022.12.27	899: Disasters	Total Revenues	0	-	192,683	-	-
3546: Weather 2022.12.27	899: Disasters	Total Expenses	-	-	11,691	1,101,048	-
3546: Weather 2022.12.27	**899: Disasters**	**Net Balance**	**0**	**-**	**180,992**	**(1,101,048)**	**-**
3601: Business Relief Grants 20-CDBG-CV-2-3-00074	143: Economic Development	Total Revenues	0	-	-	173,492	-
3601: Business Relief Grants 20-CDBG-CV-2-3-00074	143: Economic Development	Total Expenses	-	-	-	305,080	165,162
3601: Business Relief Grants 20-CDBG-CV-2-3-00074	**143: Economic Development**	**Net Balance**	**0**	**-**	**-**	**(131,588)**	**(165,162)**
3602: USDA Grant Countywide Market Study	143: Economic Development	Total Revenues	6,952	-	24,412	40,000	-
3602: USDA Grant Countywide Market Study	143: Economic Development	Total Expenses	6,952	-	10,323	47,138	-
3602: USDA Grant Countywide Market Study	**143: Economic Development**	**Net Balance**	**0**	**-**	**14,090**	**(7,138)**	**-**
3603: DIS Workforce Development Grant	401: Health Division	Total Revenues	40,451	322	1,462	204,477	-

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst
Run By: Leigh Westerlund
Monday, January 06, 2025

:

			Current Adjusted Budget	YTD Actuals	Actual		
			2024-2025		2023-2024	2022-2023	2021-2022
Fund		**Account**					
3603: DIS Workforce Development Grant	401: Health Division	Total Expenses	40,451	6,923	87,865	77,026	597
3603: DIS Workforce Development Grant	**401: Health Division**	**Net Balance**	**0**	**(6,601)**	**(86,403)**	**127,451**	**(597)**
3604: MHBG ARPA Grant	402: Behavioral Health	Total Revenues	27,564	-	309,015	-	-
3604: MHBG ARPA Grant	402: Behavioral Health	Total Expenses	27,564	11,740	309,015	-	-
3604: MHBG ARPA Grant	**402: Behavioral Health**	**Net Balance**	**0**	**(11,740)**	**0**	**-**	**-**
3605: High Frequency Grant	216: Sheriff	Total Revenues	-	-	-	60,000	-
3605: High Frequency Grant	216: Sheriff	Total Expenses	-	-	-	60,000	-
3605: High Frequency Grant	**216: Sheriff**	**Net Balance**	**-**	**-**	**-**	**0**	**-**
3606: MHBG CRRSAA Grant	402: Behavioral Health	Total Revenues	1,453	-	132,540	-	-
3606: MHBG CRRSAA Grant	402: Behavioral Health	Total Expenses	1,453	344	81,546	50,994	-
3606: MHBG CRRSAA Grant	**402: Behavioral Health**	**Net Balance**	**0**	**(344)**	**50,994**	**(50,994)**	**-**
3607: Officer Mental Health and Wellness Grant	216: Sheriff	Total Revenues	37,272	307	1,009	44,503	-
3607: Officer Mental Health and Wellness Grant	216: Sheriff	Total Expenses	37,272	6,995	8,490	-	-
3607: Officer Mental Health and Wellness Grant	**216: Sheriff**	**Net Balance**	**0**	**(6,688)**	**(7,481)**	**44,503**	**-**
3608: Weather 2023.02.23	899: Disasters	Total Revenues	0	-	294,386	-	-
3608: Weather 2023.02.23	899: Disasters	Total Expenses	-	-	2,527,962	1,682,206	-
3608: Weather 2023.02.23	**899: Disasters**	**Net Balance**	**0**	**-**	**(2,233,576)**	**(1,682,206)**	**-**
3610: Off Highway Motor Vehicle Act of 2003 Grant	216: Sheriff	Total Revenues	20,795	184	20,795	-	-
3610: Off Highway Motor Vehicle Act of 2003 Grant	216: Sheriff	Total Expenses	20,795	-	-	-	-
3610: Off Highway Motor Vehicle Act of 2003 Grant	**216: Sheriff**	**Net Balance**	**0**	**184**	**20,795**	**-**	**-**
3611: Environmental Enhancement and Mitigation Grant	249: Planning	Total Revenues	0	-	-	-	-
3611: Environmental Enhancement and Mitigation Grant	249: Planning	Total Expenses	-	-	35,714	-	-
3611: Environmental Enhancement and Mitigation Grant	**249: Planning**	**Net Balance**	**0**	**-**	**(35,714)**	**-**	**-**
3612: California Natural Resources Agency Riparian Restoration Grant	249: Planning	Total Revenues	894,090	-	-	-	-

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst
Run By: Leigh Westerlund
Monday, January 06, 2025

:

			Current Adjusted Budget	YTD Actuals	Actual		
			2024-2025		2023-2024	2022-2023	2021-2022
Fund		**Account**					
3612: California Natural Resources Agency Riparian Restoration Grant	249: Planning	Total Expenses	894,090	20,012	17,760	-	-
3612: California Natural Resources Agency Riparian Restoration Grant	**249: Planning**	**Net Balance**	**0**	**(20,012)**	**(17,760)**	**-**	**-**
3613: Mariposa Creek Community Resiliency Hub	249: Planning	Total Revenues	100,438	890	101,085	-	-
3613: Mariposa Creek Community Resiliency Hub	249: Planning	Total Expenses	100,438	27,418	647	-	-
3613: Mariposa Creek Community Resiliency Hub	**249: Planning**	**Net Balance**	**0**	**(26,527)**	**100,438**	**-**	**-**
3614: SABG ARPA Grant	403: Alcohol And Drug	Total Revenues	198,327	91,687	147,046	-	-
3614: SABG ARPA Grant	403: Alcohol And Drug	Total Expenses	198,327	43,714	217,940	9,928	-
3614: SABG ARPA Grant	**403: Alcohol And Drug**	**Net Balance**	**0**	**47,973**	**(70,894)**	**(9,928)**	**-**
3616: SABG CRRSAA Grant	403: Alcohol And Drug	Total Revenues	5,149	34	222,483	40,325	-
3616: SABG CRRSAA Grant	403: Alcohol And Drug	Total Expenses	5,149	316	212,152	46,841	-
3616: SABG CRRSAA Grant	**403: Alcohol And Drug**	**Net Balance**	**0**	**(282)**	**10,331**	**(6,516)**	**-**
3617: OSBA Micro Enterprise Grant	143: Economic Development	Total Revenues	-	-	0	916	22,065
3617: OSBA Micro Enterprise Grant	143: Economic Development	Total Expenses	-	-	744	737	21,500
3617: OSBA Micro Enterprise Grant	**143: Economic Development**	**Net Balance**	**-**	**-**	**(744)**	**179**	**565**
3618: Yosemite KOA - Planning	249: Planning	Total Revenues	89,824	37	110	11,649	-
3618: Yosemite KOA - Planning	249: Planning	Total Expenses	89,824	-	-	7,598	-
3618: Yosemite KOA - Planning	**249: Planning**	**Net Balance**	**0**	**37**	**110**	**4,051**	**-**
3619: Terramor Outdoor Resort - Planning	249: Planning	Total Revenues	89,887	37	111	11,648	-
3619: Terramor Outdoor Resort - Planning	249: Planning	Total Expenses	89,887	-	-	7,535	-
3619: Terramor Outdoor Resort - Planning	**249: Planning**	**Net Balance**	**0**	**37**	**111**	**4,113**	**-**
3620: Business Assistance Loan Fund 20-CDBG-12039	143: Economic Development	Total Revenues	48,849	140,625	7,443	354,925	-
3620: Business Assistance Loan Fund 20-CDBG-12039	143: Economic Development	Total Expenses	48,849	-	14,200	35,000	-
3620: Business Assistance Loan Fund 20-CDBG-12039	**143: Economic Development**	**Net Balance**	**0**	**140,625**	**(6,757)**	**319,925**	**-**
3621: CDBG Micro Enterprise Loan	143: Economic Development	Total Revenues	13,442	74,108	178,620	172	-

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst
Run By: Leigh Westerlund
Monday, January 06, 2025

:

			Current Adjusted Budget	YTD Actuals	Actual		
			2024-2025		2023-2024	2022-2023	2021-2022
Fund		**Account**					
3621: CDBG Micro Enterprise Loan	143: Economic Development	Total Expenses	13,442	-	111,050	37,500	-
3621: CDBG Micro Enterprise Loan	**143: Economic Development**	**Net Balance**	**0**	**74,108**	**67,570**	**(37,328)**	**-**
3622: Resort Hotel Feasibility Study 21-CDBG	143: Economic Development	Total Revenues	0	-	42,800	-	-
3622: Resort Hotel Feasibility Study 21-CDBG	143: Economic Development	Total Expenses	-	-	20,000	22,800	-
3622: Resort Hotel Feasibility Study 21-CDBG	**143: Economic Development**	**Net Balance**	**0**	**-**	**22,800**	**(22,800)**	**-**
3623: Childcare Feasibility Study 21-CDBG-ED-10006	143: Economic Development	Total Revenues	70,170	-	-	-	-
3623: Childcare Feasibility Study 21-CDBG-ED-10006	143: Economic Development	Total Expenses	70,170	-	-	4,830	-
3623: Childcare Feasibility Study 21-CDBG-ED-10006	**143: Economic Development**	**Net Balance**	**0**	**-**	**-**	**(4,830)**	**-**
3624: CPUC LATA Broadband Network Design	143: Economic Development	Total Revenues	408,163	70,081	-	-	-
3624: CPUC LATA Broadband Network Design	143: Economic Development	Total Expenses	408,163	-	66,837	49,000	-
3624: CPUC LATA Broadband Network Design	**143: Economic Development**	**Net Balance**	**0**	**70,081**	**(66,837)**	**(49,000)**	**-**
3625: National Opioids Settlement Funds	100: General Purpose All Departments	Total Revenues	-	0	130,449	193,096	-
3625: National Opioids Settlement Funds	**100: General Purpose All Departments**	**Net Balance**	**-**	**0**	**130,449**	**193,096**	**-**
3625: National Opioids Settlement Funds	403: Alcohol And Drug	Total Revenues	580,835	511,858	-	-	-
3625: National Opioids Settlement Funds	403: Alcohol And Drug	Total Expenses	580,835	83,641	33,768	-	-
3625: National Opioids Settlement Funds	**403: Alcohol And Drug**	**Net Balance**	**0**	**428,217**	**(33,768)**	**-**	**-**
3626: Local Assistance and Tribal Consistency	102: Administration	Total Revenues	522,637	6,218	1,276,454	1,245,532	-
3626: Local Assistance and Tribal Consistency	102: Administration	Total Expenses	522,637	130,820	1,999,350	-	-
3626: Local Assistance and Tribal Consistency	**102: Administration**	**Net Balance**	**0**	**(124,603)**	**(722,895)**	**1,245,532**	**-**
3627: Mobile Probation Service Centers Grant	224: Probation	Total Revenues	30,546	2,717	99,709	-	-
3627: Mobile Probation Service Centers Grant	224: Probation	Total Expenses	30,546	1,842	6,322	95,141	-
3627: Mobile Probation Service Centers Grant	**224: Probation**	**Net Balance**	**0**	**875**	**93,387**	**(95,141)**	**-**
3628: California Home Visiting Program	401: Health Division	Total Revenues	410,356	53,206	16,008	-	-
3628: California Home Visiting Program	401: Health Division	Total Expenses	410,356	83,970	51,588	-	-

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst
Run By: Leigh Westerlund
Monday, January 06, 2025

:

Fund		Account	Current Adjusted Budget	YTD Actuals	Actual		
			2024-2025		2023-2024	2022-2023	2021-2022
3628: California Home Visiting Program	**401: Health Division**	**Net Balance**	**0**	**(30,764)**	**(35,580)**	**-**	**-**
3629: California Strengthening Public Health Initiative	401: Health Division	Total Revenues	235,761	951	3,325	145,773	-
3629: California Strengthening Public Health Initiative	401: Health Division	Total Expenses	235,761	52,404	33,286	-	-
3629: California Strengthening Public Health Initiative	**401: Health Division**	**Net Balance**	**0**	**(51,453)**	**(29,961)**	**145,773**	**-**
3630: WF Prev-Mariposa County Roadside Vegetation	350: Engineering	Total Revenues	2,075,922	-	-	-	-
3630: WF Prev-Mariposa County Roadside Vegetation	350: Engineering	Total Expenses	2,075,922	-	-	-	-
3631: Stanford Impact Labs Fellowship	249: Planning	Total Revenues	47,054	25,000	12,500	-	-
3631: Stanford Impact Labs Fellowship	249: Planning	Total Expenses	47,054	9,057	2,947	-	-
3631: Stanford Impact Labs Fellowship	**249: Planning**	**Net Balance**	**0**	**15,943**	**9,553**	**-**	**-**
3632: Workforce Career Ladder Education Program Grant	401: Health Division	Total Revenues	21,848	6,404	-	-	-
3632: Workforce Career Ladder Education Program Grant	401: Health Division	Total Expenses	21,848	4,106	6,404	-	-
3632: Workforce Career Ladder Education Program Grant	**401: Health Division**	**Net Balance**	**0**	**2,298**	**(6,404)**	**-**	**-**
3633: HEAR US BH Health Equity Grant	402: Behavioral Health	Total Revenues	404,949	500,000	-	-	-
3633: HEAR US BH Health Equity Grant	402: Behavioral Health	Total Expenses	404,949	20,188	7,072	-	-
3633: HEAR US BH Health Equity Grant	**402: Behavioral Health**	**Net Balance**	**0**	**479,812**	**(7,072)**	**-**	**-**
3634: English as a Second Language	606: Library	Total Revenues	15,540	138	15,540	-	-
3634: English as a Second Language	606: Library	Total Expenses	15,540	3,816	-	-	-
3634: English as a Second Language	**606: Library**	**Net Balance**	**0**	**(3,678)**	**15,540**	**-**	**-**
3635: Literacy Grant	606: Library	Total Revenues	46,696	34,523	1,039	-	-
3635: Literacy Grant	606: Library	Total Expenses	46,696	14,978	-	-	-
3635: Literacy Grant	**606: Library**	**Net Balance**	**0**	**19,544**	**1,039**	**-**	**-**
3636: NEHA-FDA Grant	457: Environmental Health	Total Revenues	12,500	-	-	-	-
3636: NEHA-FDA Grant	457: Environmental Health	Total Expenses	12,500	3,728	-	-	-
3636: NEHA-FDA Grant	**457: Environmental Health**	**Net Balance**	**0**	**(3,728)**	**-**	**-**	**-**

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst
Run By: Leigh Westerlund
Monday, January 06, 2025

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Fund		Account	Current Adjusted Budget	YTD Actuals	Actual		
			2024-2025		2023-2024	2022-2023	2021-2022
3638: HMAP-OES	457: Environmental Health	Total Revenues	-	-	-	-	-
3638: HMAP-OES	457: Environmental Health	Total Expenses	-	2,024	-	-	-
3638: HMAP-OES	**457: Environmental Health**	**Net Balance**	**-**	**(2,024)**	**-**	**-**	**-**
3639: Strategic Growth Council TCC	249: Planning	Total Revenues	1,055,500	-	-	-	-
3639: Strategic Growth Council TCC	249: Planning	Total Expenses	1,055,500	8,468	-	-	-
3639: Strategic Growth Council TCC	**249: Planning**	**Net Balance**	**0**	**(8,468)**	**-**	**-**	**-**
3641: MOYER	457: Environmental Health	Total Revenues	800,000	-	-	-	-
3641: MOYER	457: Environmental Health	Total Expenses	800,000	-	-	-	-
3642: PC1202.5 Crime Prevention	216: Sheriff	Total Revenues	-	-	0	-	-
3642: PC1202.5 Crime Prevention	**216: Sheriff**	**Net Balance**	**-**	**-**	**0**	**-**	**-**
3643: Oak Fire Hazard Mitigation Grant	350: Engineering	Total Revenues	185,640	-	-	-	-
3643: Oak Fire Hazard Mitigation Grant	350: Engineering	Total Expenses	185,640	2,950	-	-	-
3643: Oak Fire Hazard Mitigation Grant	**350: Engineering**	**Net Balance**	**0**	**(2,950)**	**-**	**-**	**-**
3644: DSH Collaborative Community Stakeholder Workgroup	402: Behavioral Health	Total Revenues	100,000	-	-	-	-
3644: DSH Collaborative Community Stakeholder Workgroup	402: Behavioral Health	Total Expenses	100,000	555	-	-	-
3644: DSH Collaborative Community Stakeholder Workgroup	**402: Behavioral Health**	**Net Balance**	**0**	**(555)**	**-**	**-**	**-**
3645: Local Assistance Grant - Environmental Health	457: Environmental Health	Total Revenues	75,006	664	75,006	-	-
3645: Local Assistance Grant - Environmental Health	457: Environmental Health	Total Expenses	75,006	-	-	-	-
3645: Local Assistance Grant - Environmental Health	**457: Environmental Health**	**Net Balance**	**0**	**664**	**75,006**	**-**	**-**
3646: French Fire	899: Disasters	Total Expenses	-	26,720	-	-	-
3646: French Fire	**899: Disasters**	**Net Balance**	**-**	**(26,720)**	**-**	**-**	**-**
3647: Local Hazard Mitigation Plan (LHMP) Update 2025	216: Sheriff	Total Revenues	160,000	-	-	-	-
3647: Local Hazard Mitigation Plan (LHMP) Update 2025	216: Sheriff	Total Expenses	160,000	-	-	-	-

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

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Run By: Leigh Westerlund
Monday, January 06, 2025

:

Fund		Account	Current Adjusted Budget 2024-2025	YTD Actuals 2024-2025	Actual 2023-2024	Actual 2022-2023	Actual 2021-2022
3649: Central California Alliance for Health (CCAH) Grant	401: Health Division	Total Revenues	150,000	150,014	-	-	-
3649: Central California Alliance for Health (CCAH) Grant	401: Health Division	Total Expenses	150,000	4,421	-	-	-
3649: Central California Alliance for Health (CCAH) Grant	**401: Health Division**	**Net Balance**	**0**	**145,593**	**-**	**-**	**-**
3650: Our Town: Historic Preservation in The Present Tense	249: Planning	Total Revenues	75,000	-	-	-	-
3650: Our Town: Historic Preservation in The Present Tense	249: Planning	Total Expenses	75,000	-	-	-	-
3651: Measure M	100: General Purpose All Departments	Total Revenues	3,977,645	2,016,532	-	-	-
3651: Measure M	100: General Purpose All Departments	Total Expenses	3,977,645	-	-	-	-
3651: Measure M	**100: General Purpose All Departments**	**Net Balance**	**0**	**2,016,532**	**-**	**-**	**-**
3312: Water Agency	102: Administration	Total Revenues	-	-	-	-	24
3312: Water Agency	102: Administration	Total Expenses	-	-	-	-	2,373
3312: Water Agency	**102: Administration**	**Net Balance**	**-**	**-**	**-**	**-**	**(2,349)**
3312: Water Agency	304: Public Works Administration	Total Revenues	208,966	1,780	11,259	16,435	7,339
3312: Water Agency	304: Public Works Administration	Total Expenses	208,966	-	5,437	2,955	1,151
3312: Water Agency	**304: Public Works Administration**	**Net Balance**	**0**	**1,780**	**5,822**	**13,479**	**6,188**
3313: Coulterville Lighting	304: Public Works Administration	Total Revenues	88,421	9,192	16,975	14,737	12,728
3313: Coulterville Lighting	304: Public Works Administration	Total Expenses	88,421	2,208	5,722	4,587	5,462
3313: Coulterville Lighting	**304: Public Works Administration**	**Net Balance**	**0**	**6,984**	**11,253**	**10,151**	**7,266**
3314: Coulterville Service Area	408: Plant Operations	Total Revenues	330,098	85,016	185,449	264,873	224,957
3314: Coulterville Service Area	408: Plant Operations	Total Expenses	330,098	138,883	289,117	319,398	125,453
3314: Coulterville Service Area	**408: Plant Operations**	**Net Balance**	**0**	**(53,866)**	**(103,668)**	**(54,525)**	**99,504**
3315: Don Pedro Equestrian Trails	304: Public Works Administration	Total Revenues	37,501	328	981	594	286
3315: Don Pedro Equestrian Trails	304: Public Works Administration	Total Expenses	37,501	261	255	324	1,265
3315: Don Pedro Equestrian Trails	**304: Public Works Administration**	**Net Balance**	**0**	**67**	**725**	**270**	**(979)**

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst
Run By: Leigh Westerlund
Monday, January 06, 2025

:

			Current Adjusted Budget	YTD Actuals	Actual		
			2024-2025		2023-2024	2022-2023	2021-2022
Fund		**Account**					
3316: Don Pedro Sewer	408: Plant Operations	Total Revenues	364,989	88,836	198,837	285,804	131,475
3316: Don Pedro Sewer	408: Plant Operations	Total Expenses	364,989	150,515	280,179	260,805	139,376
3316: Don Pedro Sewer	**408: Plant Operations**	**Net Balance**	**0**	**(61,680)**	**(81,342)**	**24,999**	**(7,901)**
3317: Hornitos Lighting	304: Public Works Administration	Total Revenues	57,928	3,769	6,912	5,859	5,101
3317: Hornitos Lighting	304: Public Works Administration	Total Expenses	57,928	-	-	197	1,861
3317: Hornitos Lighting	**304: Public Works Administration**	**Net Balance**	**0**	**3,769**	**6,912**	**5,662**	**3,240**
3318: Mariposa Lighting	304: Public Works Administration	Total Revenues	678,890	52,475	96,117	80,090	69,600
3318: Mariposa Lighting	304: Public Works Administration	Total Expenses	678,890	30,146	62,475	51,352	15,670
3318: Mariposa Lighting	**304: Public Works Administration**	**Net Balance**	**0**	**22,329**	**33,642**	**28,737**	**53,930**
3319: Mariposa Parking	304: Public Works Administration	Total Revenues	25,524	4,302	8,741	8,427	7,340
3319: Mariposa Parking	304: Public Works Administration	Total Expenses	25,524	461	23,869	5,753	4,510
3319: Mariposa Parking	**304: Public Works Administration**	**Net Balance**	**0**	**3,841**	**(15,128)**	**2,674**	**2,830**
3320: Mariposa Pines	408: Plant Operations	Total Revenues	167,532	37,128	72,607	65,285	57,437
3320: Mariposa Pines	408: Plant Operations	Total Expenses	167,532	50,238	93,995	119,459	42,185
3320: Mariposa Pines	**408: Plant Operations**	**Net Balance**	**0**	**(13,110)**	**(21,388)**	**(54,175)**	**15,252**
3321: Wawona Service Area	304: Public Works Administration	Total Revenues	125,815	54,234	107,438	105,995	92,417
3321: Wawona Service Area	304: Public Works Administration	Total Expenses	125,815	60,850	103,178	94,579	103,242
3321: Wawona Service Area	**304: Public Works Administration**	**Net Balance**	**0**	**(6,616)**	**4,260**	**11,416**	**(10,825)**
3321: Wawona Service Area	404: Solid Waste	Total Revenues	-	(97)	-	-	-
3321: Wawona Service Area	**404: Solid Waste**	**Net Balance**	**-**	**(97)**	**-**	**-**	**-**
3322: Yosemite West Maint District	408: Plant Operations	Total Revenues	880,738	367,365	639,120	605,543	575,732
3322: Yosemite West Maint District	408: Plant Operations	Total Expenses	880,738	335,317	763,638	830,420	403,509
3322: Yosemite West Maint District	**408: Plant Operations**	**Net Balance**	**0**	**32,049**	**(124,519)**	**(224,877)**	**172,223**
3532: DPSZ Utility Capital Reserve Fund	408: Plant Operations	Total Revenues	288	3	288	0	-

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst
Run By: Leigh Westerlund
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			Current Adjusted Budget	YTD Actuals	Actual		
			2024-2025		2023-2024	2022-2023	2021-2022
Fund		**Account**					
3532: DPSZ Utility Capital Reserve Fund	408: Plant Operations	Total Expenses	288	-	-	-	-
3532: DPSZ Utility Capital Reserve Fund	**408: Plant Operations**	**Net Balance**	**0**	**3**	**288**	**0**	**-**
3534: Mariposa Pines Utility Capital Reserve Fund	408: Plant Operations	Total Revenues	30	-	-	0	-
3534: Mariposa Pines Utility Capital Reserve Fund	408: Plant Operations	Total Expenses	30	-	-	-	-
3535: Yosemite West Maintenance District Utility Capital Reserve Fund	408: Plant Operations	Total Revenues	9,921	4,871	3,321	0	-
3535: Yosemite West Maintenance District Utility Capital Reserve Fund	408: Plant Operations	Total Expenses	9,921	-	-	-	-
3535: Yosemite West Maintenance District Utility Capital Reserve Fund	**408: Plant Operations**	**Net Balance**	**0**	**4,871**	**3,321**	**0**	**-**
4701: ERP Debt Service	102: Administration	Total Revenues	231,000	-	231,000	231,033	222,411
4701: ERP Debt Service	102: Administration	Total Expenses	231,000	225,500	228,250	231,000	222,444
4701: ERP Debt Service	**102: Administration**	**Net Balance**	**0**	**(225,500)**	**2,750**	**33**	**(33)**
4702: Tyler Technology Land Management Debt Service	102: Administration	Total Revenues	81,138	-	81,138	-	-
4702: Tyler Technology Land Management Debt Service	102: Administration	Total Expenses	81,138	82,992	81,112	-	-
4702: Tyler Technology Land Management Debt Service	**102: Administration**	**Net Balance**	**0**	**(82,992)**	**26**	**-**	**-**
4703: Enterprise Leased Vehicles	216: Sheriff	Total Revenues	-	-	169,529	-	-
4703: Enterprise Leased Vehicles	216: Sheriff	Total Expenses	-	-	169,529	-	-
4750: Health Building	107: Auditor	Total Revenues	0	-	72,000	72,000	72,000
4750: Health Building	107: Auditor	Total Expenses	0	-	181,552	72,000	72,000
4750: Health Building	**107: Auditor**	**Net Balance**	**0**	**-**	**(109,552)**	**0**	**0**
4753: Yosemite West Bond 2004	000: No Department	Total Revenues	-	-	-	-	3,623
4753: Yosemite West Bond 2004	**000: No Department**	**Net Balance**	**-**	**-**	**-**	**-**	**3,623**
4753: Yosemite West Bond 2004	108: Treasurer/Tax Collector	Total Revenues	682,229	115,285	199,105	194,070	196,849
4753: Yosemite West Bond 2004	108: Treasurer/Tax Collector	Total Expenses	682,229	120,686	159,530	163,809	168,730
4753: Yosemite West Bond 2004	**108: Treasurer/Tax Collector**	**Net Balance**	**0**	**(5,400)**	**39,576**	**30,261**	**28,118**

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst
Run By: Leigh Westerlund
Monday, January 06, 2025

:

			Current Adjusted Budget	YTD Actuals	Actual		
			2024-2025		2023-2024	2022-2023	2021-2022
Fund		**Account**					
4756: Don Pedro Bond 2006	000: No Department	Total Revenues	-	-	-	-	1,206,154
4756: Don Pedro Bond 2006	**000: No Department**	**Net Balance**	**-**	**-**	**-**	**-**	**1,206,154**
4756: Don Pedro Bond 2006	108: Treasurer/Tax Collector	Total Revenues	3,031,376	206,990	2,912,858	223,486	226,918
4756: Don Pedro Bond 2006	108: Treasurer/Tax Collector	Total Expenses	3,031,376	183,017	207,207	203,228	213,481
4756: Don Pedro Bond 2006	**108: Treasurer/Tax Collector**	**Net Balance**	**0**	**23,973**	**2,705,651**	**20,257**	**13,437**
4770: CSA 3 Fire Equipment	107: Auditor	Total Revenues	-	-	-	0	704,108
4770: CSA 3 Fire Equipment	107: Auditor	Total Expenses	-	-	-	-	804,169
4770: CSA 3 Fire Equipment	**107: Auditor**	**Net Balance**	**-**	**-**	**-**	**0**	**(100,062)**
4771: Energy Project Debt	102: Administration	Total Revenues	195,003	45	5,516	187,837	-
4771: Energy Project Debt	102: Administration	Total Expenses	195,003	94,111	188,222	-	-
4771: Energy Project Debt	**102: Administration**	**Net Balance**	**0**	**(94,066)**	**(182,706)**	**187,837**	**-**
5501: Capital Improvement Fund	350: Engineering	Total Revenues	1,542,688	-	1,683,919	956,453	285,827
5501: Capital Improvement Fund	350: Engineering	Total Expenses	1,542,688	366,375	285,965	1,110,900	312,959
5501: Capital Improvement Fund	**350: Engineering**	**Net Balance**	**0**	**(366,375)**	**1,397,955**	**(154,447)**	**(27,132)**
5502: Courthouse Construction	350: Engineering	Total Revenues	399,886	19,666	40,122	27,326	32,515
5502: Courthouse Construction	350: Engineering	Total Expenses	399,886	51,542	31,915	-	-
5502: Courthouse Construction	**350: Engineering**	**Net Balance**	**0**	**(31,876)**	**8,207**	**27,326**	**32,515**
5503: MCCJF Construction	350: Engineering	Total Revenues	131,387	3,972	9,334	7,221	7,683
5503: MCCJF Construction	350: Engineering	Total Expenses	131,387	-	-	-	-
5503: MCCJF Construction	**350: Engineering**	**Net Balance**	**0**	**3,972**	**9,334**	**7,221**	**7,683**
5505: Capital Project Reserve Fund	100: General Purpose All Departments	Total Revenues	1,492,710	13,040	40,656	1,500,000	-
5505: Capital Project Reserve Fund	100: General Purpose All Departments	Total Expenses	1,492,710	-	67,946	-	-
5505: Capital Project Reserve Fund	**100: General Purpose All Departments**	**Net Balance**	**0**	**13,040**	**(27,290)**	**1,500,000**	**-**
5507: PTMISEA Fund	307: Local Transportation	Total Revenues	2,031	18	54	32	18

Mariposa County

Budget Compare Summary by Fund and Department
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:

			Current Adjusted Budget	YTD Actuals	Actual		
			2024-2025		2023-2024	2022-2023	2021-2022
Fund		**Account**					
5507: PTMISEA Fund	307: Local Transportation	Total Expenses	2,031	-	-	-	2,421
5507: PTMISEA Fund	**307: Local Transportation**	**Net Balance**	**0**	**18**	**54**	**32**	**(2,403)**
5508: Mariposa County Zero Emission Transit Yard Project	307: Local Transportation	Total Revenues	2,571,257	1,253,195	-	-	-
5508: Mariposa County Zero Emission Transit Yard Project	307: Local Transportation	Total Expenses	2,571,257	-	-	-	-
5508: Mariposa County Zero Emission Transit Yard Project	**307: Local Transportation**	**Net Balance**	**0**	**1,253,195**	**-**	**-**	**-**
5511: STIP Fund	350: Engineering	Total Revenues	1,086,514	-	1,486,189	15,558	1,099,169
5511: STIP Fund	350: Engineering	Total Expenses	1,086,514	19,705	987,525	543,541	953,231
5511: STIP Fund	**350: Engineering**	**Net Balance**	**0**	**(19,705)**	**498,664**	**(527,983)**	**145,938**
5512: Caltrans Hwy Bridge Program	307: Local Transportation	Total Revenues	-	-	-	4,043	-
5512: Caltrans Hwy Bridge Program	**307: Local Transportation**	**Net Balance**	**-**	**-**	**-**	**4,043**	**-**
5512: Caltrans Hwy Bridge Program	350: Engineering	Total Revenues	9,245,473	3,450	1,072,026	4,851,599	1,247,494
5512: Caltrans Hwy Bridge Program	350: Engineering	Total Expenses	9,245,473	113,938	821,792	2,176,688	3,897,187
5512: Caltrans Hwy Bridge Program	**350: Engineering**	**Net Balance**	**0**	**(110,489)**	**250,234**	**2,674,911**	**(2,649,693)**
5522: Bridge Prevent Maint Prgrm	350: Engineering	Total Revenues	-	-	-	-	(6,168)
5522: Bridge Prevent Maint Prgrm	350: Engineering	Total Expenses	-	-	141,907	404	38
5522: Bridge Prevent Maint Prgrm	**350: Engineering**	**Net Balance**	**-**	**-**	**(141,907)**	**(404)**	**(6,206)**
5524: Disaster Capital Fund	330: Regional Transit Services	Total Revenues	-	-	-	-	0
5524: Disaster Capital Fund	**330: Regional Transit Services**	**Net Balance**	**-**	**-**	**-**	**-**	**0**
5524: Disaster Capital Fund	350: Engineering	Total Revenues	-	-	732,894	251,414	921,466
5524: Disaster Capital Fund	350: Engineering	Total Expenses	-	-	-	752,018	-
5524: Disaster Capital Fund	**350: Engineering**	**Net Balance**	**-**	**-**	**732,894**	**(500,604)**	**921,466**
5527: Mpsa Creek Prkwy Restore	249: Planning	Total Revenues	21,964	-	-	40,011	142,863
5527: Mpsa Creek Prkwy Restore	249: Planning	Total Expenses	21,964	-	190,123	44,457	158,456
5527: Mpsa Creek Prkwy Restore	**249: Planning**	**Net Balance**	**0**	**-**	**(190,123)**	**(4,446)**	**(15,593)**

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst
Run By: Leigh Westerlund
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:

Fund		Account	Current Adjusted Budget	YTD Actuals	Actual		
			2024-2025		2023-2024	2022-2023	2021-2022
5530: Yosemite West Leach Field Expansion - 2022	350: Engineering	Total Revenues	437,000	-	-	-	-
5530: Yosemite West Leach Field Expansion - 2022	350: Engineering	Total Expenses	437,000	40,925	-	-	-
5530: Yosemite West Leach Field Expansion - 2022	**350: Engineering**	**Net Balance**	**0**	**(40,925)**	**-**	**-**	**-**
5536: Downtown Revitalization	350: Engineering	Total Revenues	4,537,937	2,739,697	750,000	-	-
5536: Downtown Revitalization	350: Engineering	Total Expenses	4,537,937	2,916,587	2,299,025	157,640	96,495
5536: Downtown Revitalization	**350: Engineering**	**Net Balance**	**0**	**(176,891)**	**(1,549,025)**	**(157,640)**	**(96,495)**
5537: Land Acquistions	102: Administration	Total Revenues	-	-	-	-	15
5537: Land Acquistions	102: Administration	Total Expenses	-	-	-	1,907	-
5537: Land Acquistions	**102: Administration**	**Net Balance**	**-**	**-**	**-**	**(1,907)**	**15**
5538: Energy Project CIP	350: Engineering	Total Revenues	0	-	-	1,287,883	2,348,516
5538: Energy Project CIP	350: Engineering	Total Expenses	-	-	-	770,212	2,918,697
5538: Energy Project CIP	**350: Engineering**	**Net Balance**	**0**	**-**	**-**	**517,671**	**(570,181)**
5539: Mariposa Creek Parkway Phase III Trailhead	249: Planning	Total Revenues	223,697	464,266	90,812	112,707	-
5539: Mariposa Creek Parkway Phase III Trailhead	249: Planning	Total Expenses	223,697	218,712	335,760	112,041	-
5539: Mariposa Creek Parkway Phase III Trailhead	**249: Planning**	**Net Balance**	**0**	**245,554**	**(244,948)**	**665**	**-**
5540: Downtown Gateway Elements	249: Planning	Total Revenues	399,817	-	200,000	100,000	-
5540: Downtown Gateway Elements	249: Planning	Total Expenses	399,817	378,214	499,494	135,470	-
5540: Downtown Gateway Elements	**249: Planning**	**Net Balance**	**0**	**(378,214)**	**(299,494)**	**(35,470)**	**-**
5541: Land Management Development Services Permitting Software	249: Planning	Total Revenues	188,698	1,729	5,175	357,133	-
5541: Land Management Development Services Permitting Software	249: Planning	Total Expenses	188,698	34,789	76,859	96,750	-
5541: Land Management Development Services Permitting Software	**249: Planning**	**Net Balance**	**0**	**(33,060)**	**(71,685)**	**260,383**	**-**
5542: Mariposa Creek Parkway PWD	350: Engineering	Total Revenues	4,226,983	-	-	-	-
5542: Mariposa Creek Parkway PWD	350: Engineering	Total Expenses	4,226,983	164,456	208,017	-	-
5542: Mariposa Creek Parkway PWD	**350: Engineering**	**Net Balance**	**0**	**(164,456)**	**(208,017)**	**-**	**-**

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Fund		Account	Current Adjusted Budget 2024-2025	YTD Actuals 2024-2025	Actual 2023-2024	Actual 2022-2023	Actual 2021-2022
5543: Safe Routes to School	350: Engineering	Total Revenues	2,055,953	-	-	-	-
5543: Safe Routes to School	350: Engineering	Total Expenses	2,055,953	-	56,945	-	-
5543: Safe Routes to School	**350: Engineering**	**Net Balance**	**0**	**-**	**(56,945)**	**-**	**-**
5574: Water Storage Tanks	350: Engineering	Total Revenues	-	-	0	146,474	2,606
5574: Water Storage Tanks	350: Engineering	Total Expenses	-	-	1,213	1,195	593,110
5574: Water Storage Tanks	**350: Engineering**	**Net Balance**	**-**	**-**	**(1,213)**	**145,279**	**(590,504)**
5575: ERP Software Implementation	102: Administration	Total Revenues	-	-	-	86,777	725
5575: ERP Software Implementation	102: Administration	Total Expenses	-	-	-	-	526,282
5575: ERP Software Implementation	**102: Administration**	**Net Balance**	**-**	**-**	**-**	**86,777**	**(525,557)**
5576: Water Storage Tank - FEMA	350: Engineering	Total Revenues	1,972,780	118,245	1,018,470	200,000	-
5576: Water Storage Tank - FEMA	350: Engineering	Total Expenses	1,972,780	391	1,274,324	110,296	-
5576: Water Storage Tank - FEMA	**350: Engineering**	**Net Balance**	**0**	**117,854**	**(255,854)**	**89,704**	**-**
5577: Sheriff Headquarters	350: Engineering	Total Revenues	120,942	-	-	1,500,000	-
5577: Sheriff Headquarters	350: Engineering	Total Expenses	120,942	94,851	1,279,961	99,097	-
5577: Sheriff Headquarters	**350: Engineering**	**Net Balance**	**0**	**(94,851)**	**(1,279,961)**	**1,400,903**	**-**
5578: Coulterville Proposition 1 Water System	350: Engineering	Total Revenues	2,107,625	-	128,483	-	-
5578: Coulterville Proposition 1 Water System	350: Engineering	Total Expenses	2,107,625	18,739	168,067	4,298	-
5578: Coulterville Proposition 1 Water System	**350: Engineering**	**Net Balance**	**0**	**(18,739)**	**(39,584)**	**(4,298)**	**-**
5579: Jail Administrative Offices Expansion	350: Engineering	Total Revenues	0	-	-	-	-
5579: Jail Administrative Offices Expansion	350: Engineering	Total Expenses	0	-	36,500	-	-
5579: Jail Administrative Offices Expansion	**350: Engineering**	**Net Balance**	**0**	**-**	**(36,500)**	**-**	**-**
5580: Homelessness and Housing - Fixed Asset	402: Behavioral Health	Total Revenues	-	-	-	-	-
5580: Homelessness and Housing - Fixed Asset	402: Behavioral Health	Total Expenses	-	-	-	-	-

Mariposa County

Budget Compare Summary by Fund and Department
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			Current Adjusted Budget	YTD Actuals	Actual		
			2024-2025		2023-2024	2022-2023	2021-2022
Fund		**Account**					
5581: Mariposa Creek Parkway Phase IV Infrastructure Improvement	350: Engineering	Total Revenues	460,003	-	4,230	-	-
5581: Mariposa Creek Parkway Phase IV Infrastructure Improvement	350: Engineering	Total Expenses	460,003	4,780	-	-	-
5581: Mariposa Creek Parkway Phase IV Infrastructure Improvement	**350: Engineering**	**Net Balance**	**0**	**(4,780)**	**4,230**	**-**	**-**
5582: Wawona Ambulance Bay	350: Engineering	Total Revenues	375,000	-	-	-	-
5582: Wawona Ambulance Bay	350: Engineering	Total Expenses	375,000	-	-	-	-
6600: Building Fund	236: Building	Total Revenues	1,276,319	451,135	928,663	1,021,551	1,056,831
6600: Building Fund	236: Building	Total Expenses	1,276,319	489,596	1,129,674	1,231,224	255,018
6600: Building Fund	**236: Building**	**Net Balance**	**0**	**(38,461)**	**(201,011)**	**(209,672)**	**801,813**
6601: Solid Waste Fund	303: Airport Operations	Total Revenues	-	4,484	-	-	0
6601: Solid Waste Fund	**303: Airport Operations**	**Net Balance**	**-**	**4,484**	**-**	**-**	**0**
6601: Solid Waste Fund	404: Solid Waste	Total Revenues	3,746,893	1,603,881	3,160,107	2,936,557	2,557,867
6601: Solid Waste Fund	404: Solid Waste	Total Expenses	3,746,893	1,220,841	2,689,430	2,539,037	2,478,219
6601: Solid Waste Fund	**404: Solid Waste**	**Net Balance**	**0**	**383,040**	**470,678**	**397,520**	**79,647**
6601: Solid Waste Fund	408: Plant Operations	Total Revenues	-	2,029	-	1,266	488
6601: Solid Waste Fund	**408: Plant Operations**	**Net Balance**	**-**	**2,029**	**-**	**1,266**	**488**
6602: Solid Waste Closure	404: Solid Waste	Total Revenues	2,564,447	20,147	255,505	225,825	128,259
6602: Solid Waste Closure	404: Solid Waste	Total Expenses	2,564,447	-	-	792,040	482,752
6602: Solid Waste Closure	**404: Solid Waste**	**Net Balance**	**0**	**20,147**	**255,505**	**(566,215)**	**(354,494)**
6606: Transit Fund	505: Transit	Total Revenues	1,314,959	87,561	661,603	457,018	476,777
6606: Transit Fund	505: Transit	Total Expenses	1,314,959	734,863	980,618	349,482	542,223
6606: Transit Fund	**505: Transit**	**Net Balance**	**0**	**(647,303)**	**(319,015)**	**107,536**	**(65,446)**
6610: Airport	303: Airport Operations	Total Revenues	192,603	39,809	181,621	195,685	262,916
6610: Airport	303: Airport Operations	Total Expenses	192,603	60,673	142,666	128,319	74,748
6610: Airport	**303: Airport Operations**	**Net Balance**	**0**	**(20,864)**	**38,954**	**67,366**	**188,168**

Mariposa County

Budget Compare Summary by Fund and Department
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ReportName: Budget Compare Summary by Fund/Department-Burst
Run By: Leigh Westerlund
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Fund		Account	Current Adjusted Budget	YTD Actuals	Actual		
			2024-2025		2023-2024	2022-2023	2021-2022
6612: Airport Rehabilitation	303: Airport Operations	Total Revenues	56,478	24,001	25,405	9,505	210
6612: Airport Rehabilitation	303: Airport Operations	Total Expenses	56,478	-	-	12,656	-
6612: Airport Rehabilitation	**303: Airport Operations**	**Net Balance**	**0**	**24,001**	**25,405**	**(3,151)**	**210**
6616: Plant Operations Fund	408: Plant Operations	Total Revenues	915,450	362,706	808,685	831,441	207,665
6616: Plant Operations Fund	408: Plant Operations	Total Expenses	915,450	383,985	728,074	597,968	428,997
6616: Plant Operations Fund	**408: Plant Operations**	**Net Balance**	**0**	**(21,278)**	**80,611**	**233,474**	**(221,332)**
6701: Solid Waste Equipment Replacement	404: Solid Waste	Total Revenues	329,740	10,065	87,902	108,133	26,072
6701: Solid Waste Equipment Replacement	404: Solid Waste	Total Expenses	329,740	-	-	-	-
6701: Solid Waste Equipment Replacement	**404: Solid Waste**	**Net Balance**	**0**	**10,065**	**87,902**	**108,133**	**26,072**
7700: Fleet Maintenance	170: Fleet	Total Revenues	2,395,678	886,757	1,559,743	1,585,391	1,163,620
7700: Fleet Maintenance	170: Fleet	Total Expenses	2,395,678	818,395	1,393,275	1,468,817	943,595
7700: Fleet Maintenance	**170: Fleet**	**Net Balance**	**0**	**68,362**	**166,468**	**116,574**	**220,025**
7702: Fire Department Vehicle Replacement Fund	170: Fleet	Total Revenues	2,213,810	97,125	761,598	733,871	92,608
7702: Fire Department Vehicle Replacement Fund	170: Fleet	Total Expenses	2,213,810	335,184	2,245,492	1,013,864	63,429
7702: Fire Department Vehicle Replacement Fund	**170: Fleet**	**Net Balance**	**0**	**(238,059)**	**(1,483,894)**	**(279,993)**	**29,179**
7703: Vehicle Replacement Fund	170: Fleet	Total Revenues	1,040,525	175,236	316,050	771,874	413,565
7703: Vehicle Replacement Fund	170: Fleet	Total Expenses	1,040,525	429,553	334,950	872,327	342,875
7703: Vehicle Replacement Fund	**170: Fleet**	**Net Balance**	**0**	**(254,317)**	**(18,901)**	**(100,453)**	**70,690**
7704: Heavy Equipment Replacement Fund	300: Roads	Total Revenues	2,055,740	188,305	795,712	983,855	247,955
7704: Heavy Equipment Replacement Fund	300: Roads	Total Expenses	2,055,740	502,200	1,012,478	274,496	432,384
7704: Heavy Equipment Replacement Fund	**300: Roads**	**Net Balance**	**0**	**(313,895)**	**(216,766)**	**709,358**	**(184,429)**
7705: General Insurance Fund	100: General Purpose All Departments	Total Revenues	2,957,969	1,294,157	2,680,292	2,468,246	2,217,963
7705: General Insurance Fund	100: General Purpose All Departments	Total Expenses	2,957,969	1,520,274	2,664,195	2,423,568	2,264,257
7705: General Insurance Fund	**100: General Purpose All Departments**	**Net Balance**	**0**	**(226,117)**	**16,097**	**44,678**	**(46,295)**

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst
Run By: Leigh Westerlund
Monday, January 06, 2025

:

Fund		Account	Current Adjusted Budget	YTD Actuals	Actual		
			2024-2025		2023-2024	2022-2023	2021-2022
7705: General Insurance Fund	110: Trust and Agency Funds	Total Revenues	-	-	-	-	58,698
7705: General Insurance Fund	**110: Trust and Agency Funds**	**Net Balance**	**-**	**-**	**-**	**-**	**58,698**
7706: Workers Comp Fund	100: General Purpose All Departments	Total Revenues	1,931,052	83,241	1,334,906	1,181,739	1,283,254
7706: Workers Comp Fund	100: General Purpose All Departments	Total Expenses	1,931,052	664,862	941,179	379,841	626,869
7706: Workers Comp Fund	**100: General Purpose All Departments**	**Net Balance**	**0**	**(581,621)**	**393,727**	**801,898**	**656,385**
7707: General Liability Fund	100: General Purpose All Departments	Total Revenues	3,066,787	540,467	1,489,453	1,343,493	1,203,463
7707: General Liability Fund	100: General Purpose All Departments	Total Expenses	3,066,787	2,078,639	1,683,277	1,373,264	1,107,665
7707: General Liability Fund	**100: General Purpose All Departments**	**Net Balance**	**0**	**(1,538,172)**	**(193,824)**	**(29,771)**	**95,799**
9002	000: No Department	Total Revenues	-	589,968	0	0	0
9002	**000: No Department**	**Net Balance**	**-**	**589,968**	**0**	**0**	**0**

	Adjusted Budget 2024-2025	Historical 2024-2025	Actual vs. Curr % Utilization	Historical 2023-2024	Historical 2022-2023	Historical 2021-2022
D10: Administration Department						
41000: Taxes	37,752,634	19,542,152	52%	38,254,057	32,860,078	34,900,889
42000: License and Permits	205,000	15	0%	204,862	221,008	181,056
43000: Total Fines Forfeitures and Penalties	21,685	12,661	58%	19,677	16,848	27,093
44000: Interest	45,000	151,491	337%	303,164	242,825	167,564
45000: State Revenue	7,534,507	49,596	1%	3,062,391	12,053,900	276,454
46000: Federal Revenue	1,466,115	1,546,531	105%	3,285,952	4,300,295	3,054,928
47000: Fees For Services	115,250	83,906	73%	145,601	126,467	107,740
48000: Miscellaneous Revenue	5,949,588	2,553,211	43%	5,813,899	5,467,833	4,998,818
49000: Transfer In	10,002,711	1,131	0%	4,523,084	4,480,318	2,755,282
Revenue: Total Revenues	**61,041,583**	**23,940,693**	**39%**	**55,612,688**	**59,769,573**	**46,469,824**
50000: Salaries and Benefits	5,544,286	2,795,343	50%	4,904,098	5,116,288	7,436,650
60000: Operating Expense	10,187,095	5,666,739	56%	10,003,523	26,166,154	4,270,783
70000: Fixed Assets	2,814,314	748,728	27%	3,111,440	576,816	897,516
80000: Transfers and Appropriations for Contingencies	6,066,336	30,218	0%	3,109,163	6,412,733	1,980,451
90000: Appropriations for Reserves and Contingencies	1,989,056	-	-	-	-	-
Expense: Total Expenses	**26,601,087**	**9,241,027**	**35%**	**21,128,223**	**38,271,991**	**14,585,400**
Net Balance	**34,440,496**	**14,699,666**	**43%**	**34,484,465**	**21,497,582**	**31,884,424**
D11: Assessor/Recorder Department						
41000: Taxes	-	-	-	-	1,633	-
44000: Interest	5,400	5,209	96%	10,499	8,247	5,043
47000: Fees For Services	171,000	70,409	41%	125,888	126,192	191,554
48000: Miscellaneous Revenue	1,562	259	17%	8,565	-108	-83
49000: Transfer In	37,587	-	-	123,400	123,400	98,400
Revenue: Total Revenues	**584,407**	**75,877**	**13%**	**268,352**	**259,364**	**294,914**
50000: Salaries and Benefits	1,388,564	724,310	52%	1,254,362	1,182,961	1,088,601
60000: Operating Expense	244,753	132,817	54%	179,623	197,844	125,519
70000: Fixed Assets	259,044	40,656	16%	162,625	162,625	171,969
80000: Transfers and Appropriations for Contingencies	71,590	16,096	22%	150,823	27,682	12,032
Expense: Total Expenses	**1,963,951**	**913,879**	**47%**	**1,747,433**	**1,571,112**	**1,398,121**
Net Balance	**-1,379,544**	**-838,002**	**61%**	**-1,479,081**	**-1,311,748**	**-1,103,207**
D12: Auditor Department						
41000: Taxes	1,000	2,720	272%	32,093	7,178	8,161
43000: Total Fines Forfeitures and Penalties	-	-63	-	0	0	0
44000: Interest	4,800	5,292	110%	22,110	14,802	7,863
47000: Fees For Services	110,080	68,958	63%	112,199	86,017	95,094
48000: Miscellaneous Revenue	-	0	-	140	102,892	0

	Adjusted Budget 2024-2025	Historical 2024-2025	Actual vs. Curr % Utilization	Historical 2023-2024	Historical 2022-2023	Historical 2021-2022
49000: Transfer In	126,352	0	0%	85,038	88,899	788,165
Revenue: Total Revenues	**1,030,423**	**76,907**	**7%**	**251,580**	**299,788**	**899,283**
50000: Salaries and Benefits	1,356,542	620,546	46%	1,163,211	1,231,841	1,125,291
60000: Operating Expense	376,388	126,809	34%	366,887	223,684	1,084,607
70000: Fixed Assets	776,685	-	-	80,000	-	-
80000: Transfers and Appropriations for Contingencies	35,320	16,717	47%	575,223	28,549	717,095
Expense: Total Expenses	**2,544,935**	**764,072**	**30%**	**2,185,321**	**1,484,074**	**2,926,993**
Net Balance: Net Balance	**-1,514,512**	**-687,166**	**45%**	**-1,933,741**	**-1,184,286**	**-2,027,711**
D13: Board of Supervisors Department						
43000: Total Fines Forfeitures and Penalties	800	329	41%	997	564	906
44000: Interest	200	337	168%	524	306	137
48000: Miscellaneous Revenue	-	-	-	20	9	-
Revenue: Total Revenues	**21,474**	**666**	**3%**	**1,541**	**879**	**1,043**
50000: Salaries and Benefits	810,162	435,051	54%	761,694	747,561	655,493
60000: Operating Expense	157,684	75,567	48%	75,606	148,855	72,049
70000: Fixed Assets	-	-	-	-	22,269	-
80000: Transfers and Appropriations for Contingencies	21,790	10,323	47%	24,583	27,999	17,427
Expense: Total Expenses	**989,636**	**520,940**	**53%**	**861,883**	**946,685**	**744,969**
Net Balance	**-968,162**	**-520,274**	**54%**	**-860,342**	**-945,805**	**-743,926**
D14: County Counsel Department						
47000: Fees For Services	-	-	-	442	-	-
49000: Transfer In	50,000	-	-	57,472	74,376	32,728
Revenue: Total Revenues	**50,000**	**-**	**-**	**57,914**	**74,376**	**32,728**
50000: Salaries and Benefits	675,566	345,722	51%	689,062	695,511	639,418
60000: Operating Expense	66,383	25,883	39%	62,303	52,335	31,135
80000: Transfers and Appropriations for Contingencies	19,986	9,461	47%	16,165	15,326	19,660
Expense: Total Expenses	**761,935**	**381,066**	**50%**	**767,530**	**763,171**	**690,213**
Net Balance	**-711,935**	**-381,066**	**54%**	**-709,616**	**-688,796**	**-657,485**
D16: Treasurer Tax Collector County Clerk Department						
44000: Interest	9,363	58,246	622%	24,043	14,211	6,059
45000: State Revenue	152,179	338	0%	56,167	124,285	64,568
47000: Fees For Services	692,896	466,078	67%	3,486,289	724,790	652,135
48000: Miscellaneous Revenue	-	-224	-	-133	-154	-437
49000: Transfer In	25,000	6,320	25%	26,532	9,177	15,931
Revenue: Total Revenues	**4,264,680**	**530,759**	**12%**	**3,592,898**	**872,308**	**738,256**
50000: Salaries and Benefits	931,306	481,900	52%	814,642	852,388	792,468
60000: Operating Expense	4,206,961	587,378	14%	742,412	737,110	802,937

	Adjusted Budget	Historical	Actual vs. Curr	Historical	Historical	Historical
	2024-2025	2024-2025	% Utilization	2023-2024	2022-2023	2021-2022
70000: Fixed Assets	11,000	10,973	100%	-	25,000	-
80000: Transfers and Appropriations for Contingencies	46,906	12,800	27%	41,719	20,789	10,103
Expense: Total Expenses	**5,196,173**	**1,093,051**	**21%**	**1,598,773**	**1,635,287**	**1,605,509**
Net Balance	**-931,493**	**-562,293**	**60%**	**1,994,125**	**-762,980**	**-867,253**
D20: Planning Department						
44000: Interest	11,524	10,761	93%	12,073	9,785	1,810
45000: State Revenue	4,518,775	221,149	5%	884,371	688,794	175,003
46000: Federal Revenue	1,775,991	600,527	34%	137,765	727,021	-
47000: Fees For Services	315,324	104,994	33%	156,397	189,688	212,404
48000: Miscellaneous Revenue	37,500	50,807	135%	327,361	411,470	366
49000: Transfer In	50,920	-	-	30,979	451,427	62,856
Revenue: Total Revenues	**5,554,199**	**988,238**	**18%**	**1,548,946**	**2,478,185**	**452,439**
50000: Salaries and Benefits	2,338,463	1,187,399	51%	1,983,816	1,806,468	1,689,963
60000: Operating Expense	4,478,296	282,350	6%	1,315,035	1,732,114	615,324
70000: Fixed Assets	1,168,790	679,560	58%	747,587	344,262	-
80000: Transfers and Appropriations for Contingencies	155,910	45,296	29%	215,592	487,764	162,895
Expense: Total Expenses	**8,141,459**	**2,194,605**	**27%**	**4,262,030**	**4,370,607**	**2,468,182**
Net Balance	**-2,587,260**	**-1,206,366**	**47%**	**-2,713,084**	**-1,892,422**	**-2,015,743**
D21: Agricultural Commissioner Department						
45000: State Revenue	301,907	19,103	6%	309,343	340,309	287,980
47000: Fees For Services	21,000	1,515	7%	2,460	2,485	3,765
49000: Transfer In	-	-	-	5,246	-	-
Revenue: Total Revenues	**322,907**	**20,618**	**6%**	**317,049**	**342,794**	**291,745**
50000: Salaries and Benefits	575,558	264,722	46%	471,402	442,965	358,135
60000: Operating Expense	148,440	79,223	53%	210,564	175,620	163,397
80000: Transfers and Appropriations for Contingencies	13,131	6,226	47%	9,382	7,067	3,745
Expense: Total Expenses	**737,129**	**350,171**	**48%**	**691,348**	**625,652**	**525,277**
Net Balance	**-414,222**	**-329,553**	**80%**	**-374,299**	**-282,858**	**-233,532**
D22: District Attorney Department						
43000: Total Fines Forfeitures and Penalties	600	389	65%	940	671	1,347
44000: Interest	1,530	-88	-6%	-1,000	-779	827
45000: State Revenue	139,000	12,235	9%	142,855	44,358	33,243
46000: Federal Revenue	547,777	235,749	43%	308,562	392,912	280,086
48000: Miscellaneous Revenue	-	-	-	33,395	25,316	3,581
49000: Transfer In	156,981	35,789	23%	31,899	47,024	104,213
Revenue: Total Revenues	**856,910**	**284,074**	**33%**	**516,652**	**509,502**	**423,297**
50000: Salaries and Benefits	1,933,723	911,391	47%	1,663,243	1,638,267	1,480,633

	Adjusted Budget	Historical	Actual vs. Curr	Historical	Historical	Historical
	2024-2025	2024-2025	% Utilization	2023-2024	2022-2023	2021-2022
60000: Operating Expense	477,203	170,711	36%	332,699	291,450	343,698
70000: Fixed Assets	2,109	2,109	100%	7,483	22,778	-
80000: Transfers and Appropriations for Contingencies	41,221	19,340	47%	49,715	143,768	18,381
Expense: Total Expenses	**2,454,256**	**1,103,550**	**45%**	**2,053,140**	**2,096,263**	**1,842,712**
Net Balance	**-1,597,346**	**-819,476**	**51%**	**-1,536,488**	**-1,586,762**	**-1,419,415**
D23: Fire Department						
44000: Interest	500	1,239	248%	1,751	660	-
45000: State Revenue	542,387	473,978	87%	1,086,474	669,658	753,864
46000: Federal Revenue	64,204	-	-	64,204	62,402	-
47000: Fees For Services	1,000	466	47%	502	300	400
48000: Miscellaneous Revenue	-	-	-	28,427	-	-
49000: Transfer In	1,775,594	-	-	546,850	-	-
Revenue: Total Revenues	**2,486,612**	**475,683**	**19%**	**1,728,208**	**733,020**	**754,264**
50000: Salaries and Benefits	884,427	451,113	51%	621,056	610,385	393,550
60000: Operating Expense	2,303,031	724,374	31%	2,602,835	1,687,837	1,508,249
70000: Fixed Assets	80,000	6,220	8%	930,339	381,294	-
80000: Transfers and Appropriations for Contingencies	65,322	31,530	48%	120,070	236,352	216,917
Expense: Total Expenses	**3,332,780**	**1,213,236**	**36%**	**4,274,300**	**2,915,868**	**2,118,715**
Net Balance	**-846,168**	**-737,553**	**87%**	**-2,546,092**	**-2,182,848**	**-1,364,452**
D24: Probation Department						
43000: Total Fines Forfeitures and Penalties	2,450	864	35%	2,503	1,231	2,559
44000: Interest	46,639	50,598	108%	95,831	54,648	19,558
45000: State Revenue	2,147,830	1,090,044	51%	2,396,290	2,638,702	1,791,374
46000: Federal Revenue	377,456	68,319	18%	55,966	88,569	99,574
47000: Fees For Services	50,000	14,132	28%	55,006	64,481	43,871
48000: Miscellaneous Revenue	-	1	-	-	4,634	125
49000: Transfer In	167,490	14,129	8%	85,764	69,217	106,335
Revenue: Total Revenues	**6,282,347**	**1,238,087**	**20%**	**2,691,360**	**2,921,483**	**2,063,395**
50000: Salaries and Benefits	3,166,538	1,329,679	42%	2,347,174	2,450,342	2,129,682
60000: Operating Expense	3,215,701	476,121	15%	900,499	627,686	496,850
70000: Fixed Assets	916,547	53,496	6%	86,569	100,611	52,042
80000: Transfers and Appropriations for Contingencies	720,957	84,214	12%	1,157,183	681,876	555,505
90000: Appropriations for Reserves and Contingencies	300,000	-	-	-	-	-
Expense: Total Expenses	**8,319,743**	**1,943,511**	**23%**	**4,491,425**	**3,860,515**	**3,234,079**
Net Balance	**-2,037,396**	**-705,423**	**35%**	**-1,800,065**	**-939,032**	**-1,170,684**
D25: Sheriff Department						
42000: License and Permits	-	647	-	-	-	1,603

	Adjusted Budget	Historical	Actual vs. Curr	Historical	Historical	Historical
	2024-2025	2024-2025	% Utilization	2023-2024	2022-2023	2021-2022
43000: Total Fines Forfeitures and Penalties	3,600	5,234	145%	7,961	6,160	7,970
44000: Interest	4,764	24,359	511%	29,970	5,194	4,801
45000: State Revenue	3,797,468	2,744,963	72%	3,540,950	3,012,082	2,620,173
46000: Federal Revenue	461,772	113,002	24%	175,609	262,153	142,578
47000: Fees For Services	23,050	37,101	161%	685	1,918	18,514
48000: Miscellaneous Revenue	50,000	49,772	100%	146,110	84,502	44,240
49000: Transfer In	2,718,608	161,407	6%	719,449	796,094	164,129
Revenue: Total Revenues	**8,644,630**	**3,136,485**	**36%**	**4,620,735**	**4,168,103**	**3,004,008**
50000: Salaries and Benefits	13,598,258	6,543,407	48%	12,840,451	12,204,870	11,182,967
60000: Operating Expense	6,514,289	1,774,836	27%	3,079,839	3,195,888	3,092,257
70000: Fixed Assets	366,205	297,079	81%	247,527	208,612	85,460
80000: Transfers and Appropriations for Contingencies	2,295,899	395,477	17%	2,196,346	1,621,389	723,704
90000: Appropriations for Reserves and Contingencies	100,000	-	-	-	-	-
Expense: Total Expenses	**22,874,651**	**9,010,799**	**39%**	**18,364,163**	**17,230,758**	**15,084,388**
Net Balance	**-14,230,021**	**-5,874,315**	**41%**	**-13,743,428**	**-13,062,655**	**-12,080,380**
D26: Child Support Services Department						
44000: Interest	1,000	9,294	929%	7,255	-	-
45000: State Revenue	225,066	137,600	61%	237,724	189,551	160,913
46000: Federal Revenue	434,872	220,514	51%	448,144	410,409	264,206
49000: Transfer In	1,120,846	-	-	224,960	599,960	485,345
Revenue: Total Revenues	**2,242,692**	**367,408**	**16%**	**918,083**	**1,199,920**	**910,464**
50000: Salaries and Benefits	580,461	292,136	50%	492,983	495,212	490,286
60000: Operating Expense	126,407	5,359	4%	10,674	15,199	12,355
80000: Transfers and Appropriations for Contingencies	1,177,955	6,800	1%	282,764	676,858	551,277
Expense: Total Expenses	**1,884,823**	**304,295**	**16%**	**786,421**	**1,187,270**	**1,053,918**
Net Balance	**357,869**	**63,113**	**18%**	**131,662**	**12,650**	**-143,454**
D27: Building Department						
44000: Interest	7,000	5,894	84%	11,438	11,294	4,660
47000: Fees For Services	900,000	503,850	56%	865,304	861,198	891,510
48000: Miscellaneous Revenue	11,000	1,675	15%	9,670	6,808	18,409
49000: Transfer In	-	-	-	42,251	142,251	142,251
Revenue: Total Revenues	**1,276,319**	**511,420**	**40%**	**928,663**	**1,021,551**	**1,056,831**
50000: Salaries and Benefits	798,887	342,856	43%	711,449	773,437	108,900
60000: Operating Expense	124,150	102,098	82%	169,397	119,486	57,481
80000: Transfers and Appropriations for Contingencies	353,282	130,156	37%	248,828	338,301	88,637
Expense: Total Expenses	**1,276,319**	**575,109**	**45%**	**1,129,674**	**1,231,224**	**255,018**
Net Balance	**0**	**-63,690**	**-**	**-201,011**	**-209,672**	**801,813**

	Adjusted Budget 2024-2025	Historical 2024-2025	Actual vs. Curr % Utilization	Historical 2023-2024	Historical 2022-2023	Historical 2021-2022
D30: Public Works Department						
41000: Taxes	470,753	366,999	78%	591,910	546,622	502,383
43000: Total Fines Forfeitures and Penalties	83,000	64,285	77%	97,597	72,202	90,225
44000: Interest	161,905	214,780	133%	332,306	173,516	87,517
45000: State Revenue	20,267,661	4,411,409	22%	8,383,964	5,511,556	6,819,888
46000: Federal Revenue	19,035,035	2,881,864	15%	2,075,260	5,385,910	757,381
47000: Fees For Services	3,906,965	2,407,033	62%	3,491,142	3,301,711	3,273,726
48000: Miscellaneous Revenue	1,899,639	593,298	31%	1,439,431	3,727,252	2,420,436
49000: Transfer In	6,148,758	1,897,845	31%	7,823,535	9,428,657	5,302,709
Revenue: Total Revenues	**63,953,833**	**12,837,512**	**20%**	**24,235,145**	**28,147,426**	**19,254,266**
50000: Salaries and Benefits	10,388,975	4,854,258	47%	8,293,433	7,339,027	6,456,761
60000: Operating Expense	15,452,699	4,204,315	27%	7,590,591	7,462,516	6,050,105
70000: Fixed Assets	40,208,702	6,582,480	16%	9,068,912	7,359,462	9,950,534
80000: Transfers and Appropriations for Contingencies	3,819,190	619,369	16%	4,988,549	4,611,509	3,639,423
Expense: Total Expenses	**69,869,566**	**16,260,422**	**23%**	**29,941,485**	**26,772,514**	**26,096,822**
Net Balance	**-5,915,733**	**-3,422,910**	**58%**	**-5,706,340**	**1,374,912**	**-6,842,556**
D60: Library Department						
44000: Interest	5,000	6,310	126%	9,642	6,077	2,852
45000: State Revenue	66,193	63,704	96%	61,160	40,840	35,611
47000: Fees For Services	6,000	2,779	46%	4,296	6,811	3,393
48000: Miscellaneous Revenue	2,500	1,543	62%	3,508	-	-
49000: Transfer In	7,309	-	-	-	-	-
Revenue: Total Revenues	**461,596**	**74,336**	**16%**	**78,606**	**53,728**	**41,857**
50000: Salaries and Benefits	567,250	290,737	51%	546,639	492,314	457,086
60000: Operating Expense	619,450	155,705	25%	259,123	217,906	181,403
80000: Transfers and Appropriations for Contingencies	21,976	6,957	32%	11,932	10,755	6,373
Expense: Total Expenses	**1,208,676**	**453,398**	**38%**	**817,693**	**720,975**	**644,862**
Net Balance	**-747,080**	**-379,062**	**51%**	**-739,087**	**-667,247**	**-603,005**
D61: University of California Cooperative Extension Department						
50000: Salaries and Benefits	223,475	113,668	51%	199,194	219,840	168,699
60000: Operating Expense	63,550	35,430	56%	59,405	36,880	33,056
80000: Transfers and Appropriations for Contingencies	6,502	3,083	47%	4,318	48,526	1,930
Expense: Total Expenses	**293,527**	**152,180**	**52%**	**262,917**	**305,245**	**203,685**
Net Balance	**-293,527**	**-152,180**	**52%**	**-262,917**	**-305,245**	**-203,685**
D99: Health and Human Services Department						
43000: Total Fines Forfeitures and Penalties	11,555	8,630	75%	13,350	9,970	12,862
44000: Interest	-29,514	-54,498	185%	-66,692	-25,614	-12,008

	Adjusted Budget 2024-2025	Historical 2024-2025	Actual vs. Curr % Utilization	Historical 2023-2024	Historical 2022-2023	Historical 2021-2022
45000: State Revenue	43,635,628	15,233,952	35%	28,001,564	26,778,954	25,043,550
46000: Federal Revenue	10,069,513	3,588,163	36%	7,244,313	6,765,875	6,044,970
47000: Fees For Services	795,621	321,889	40%	830,233	1,022,654	528,445
48000: Miscellaneous Revenue	1,541,827	880,002	57%	639,469	723,794	1,118,852
49000: Transfer In	34,574,604	8,785,997	25%	32,394,558	31,074,386	24,418,347
Revenue: Total Revenues	**86,609,555**	**28,764,135**	**33%**	**69,056,793**	**66,350,020**	**57,155,018**
50000: Salaries and Benefits	26,449,306	11,223,007	42%	19,943,462	19,956,568	18,824,134
60000: Operating Expense	23,933,521	9,024,115	38%	18,702,923	16,950,874	11,697,005
70000: Fixed Assets	943,927	405,478	43%	1,432,545	454,064	336,803
80000: Transfers and Appropriations for Contingencies	35,906,767	9,761,105	27%	34,002,615	32,775,514	26,337,067
Expense: Total Expenses	**87,233,521**	**30,413,705**	**35%**	**74,081,545**	**70,137,020**	**57,195,009**
Net Balance	**-623,966**	**-1,649,570**	**264%**	**-5,024,752**	**-3,787,000**	**-39,991**

Account	Adjusted Budget 2024-2025	Historical 2024-2025	Actual Vs Curr % Utilization	Historical 2023-2024	Historical 2022-2023	Historical 2021-2022
41101: Sales Tax	2,600,000	1,187,264	46%	3,064,899	2,561,599	2,745,372
41102: Transient Occupancy Tax	23,865,870	12,769,224	54%	24,011,990	19,809,867	22,210,732
41103: Property Transfer Tax	180,000	79,104	44%	204,563	161,891	261,975
41104: Timber Tax	592	211	36%	182	901	849
41105: Sales Tax - Measure O	-	0	-	0	0	-
41111: Current Secured	7,232,031	4,701,474	65%	7,808,650	7,337,873	6,929,704
41112: Current Unsecured	451,000	429,945	95%	450,019	451,588	384,728
41113: Delinquent Secured	120,285	88,610	74%	176,636	119,833	129,021
41114: Delinquent Unsecured	792,682	340	0%	4,448	4,613	1,053
41115: Supplemental	138,595	49,405	36%	196,259	185,515	136,137
41116: Property Tax in Lieu of VLF	2,679,536	-	-	2,679,536	2,537,793	2,394,640
41117: Penalties and Interest	163,796	58,233	36%	280,879	244,038	217,222
42001: Animal Licenses	-	662	-	-	-	1,603
42002: Franchise Tax	205,000	-	-	204,862	221,008	181,056
43001: PC1463.001 Criminal Fines	76,085	40,858	54%	62,425	48,085	60,633
43002: Fines Forfeitures and Penalties	3,300	-4,840	-147%	-3,864	6,689	37,066
43003: Traffic School VC42007(B)(1)	15,316	28,761	188%	40,415	21,337	4,010
43004: Restitution Rebate	1,500	306	20%	1,643	841	1,467
43005: VC27360.6(C)60% Education	-	7	-	158	9	65
43006: VC 27360.6(C) 25% Admin	-	3	-	66	2	27
43007: Domestic Violence Fines	150	54	36%	863	1	336
43008: PC1463.14(A) Lab Collection	600	389	65%	940	671	1,347
43009: GC76000-Fingerprint ID	6,563	2,095	32%	3,178	2,367	3,285
43012: PC1463.25 Alcohol Education	100	7,853	7,853%	11,426	8,286	6,786
43013: PC1463.16 Alcohol Program	1,676	706	42%	1,718	1,115	2,684
43016: Probation-Drug Program/H&S11372.7	600	5	1%	8	313	635
43017: Domestic Violence-Courts	200	46	23%	89	76	121
43018: PC1464 Penalty (30%)	15,000	12,295	82%	18,404	13,875	19,377
43019: PC 1463.001/Courts	-	1	-	4	1	103
43020: PC 1463.11 Red Light Violations	100	-	-	191	93	-
43022: Insurance Violation PC1463.22(A)	2,000	3,138	157%	4,764	3,542	4,552
43023: PC 1464 County Penalty Assessment	500	199	40%	595	336	468
43024: PC 1463.9 County Litter Allocation (50%)	-	-	-	-	7	-
44102: Interest - Lawson	-	-	-	-	-	3
44104: Interest From Loans	11,424	5,955	52%	9,135	2,725	-
44201: Interest From Investments	263,687	483,269	183%	783,779	512,447	296,679
45001: CAAP California Aid To Airports Program - State	10,000	-	-	10,000	10,000	10,000
45011: Highway User's Tax/Section 2104 - State	537,303	274,080	51%	544,639	536,087	528,574
45012: Gas Tax/Section 2106 - State	135,590	72,066	53%	132,412	124,042	122,541
45013: Prop 111/Section 2105 - State	523,997	277,769	53%	512,716	480,361	469,785

	Adjusted Budget 2024-2025	Historical 2024-2025	Actual Vs Curr % Utilization	Historical 2023-2024	Historical 2022-2023	Historical 2021-2022
45014: Huta Section 2103 - State	812,968	509,432	63%	832,547	743,870	723,944
45015: Vl In Excess-11001.5(B) - State	-	17,703	-	-	-	17,656
45021: Public Assistance Administration - State	6,900,426	2,869,383	42%	3,933,127	5,187,673	4,208,599
45034: HCPCFC - State	36,402	7,399	20%	15,623	16,158	9,103
45041: Public Assistance Programs - State	1,425,362	234,256	16%	997,048	458,647	617,542
45042: EPSDT Medi-Cal - State	1,582,602	70,968	4%	1,286,692	457,668	124,292
45043: Area 12 Grant C-1 - State	86,102	44,497	52%	88,972	68,531	77,358
45046: NSIP Reimbursement C-1 - State	5,345	3,199	60%	6,552	3,291	4,414
45047: Area 12 Grant C-2 - State	58,285	34,639	59%	149,143	71,179	35,015
45049: SSI Recoupment Program - State	2,000	400	20%	400	600	2,000
45061: Housing Development - State	430,613	11,676	3%	163,057	362,642	-
45063: State Grant Revenue - State	18,517,036	3,334,661	18%	3,589,008	612,431	239,735
45064: Assist Calworks MOE Offset - State	-	-108,856	-	64,120	45,930	-318,030
45066: Homeless Housing - WPC - State	-	-	-	-	305,000	-
45067: ELC Enhancing Detection - State	1,012,382	465,011	46%	294,041	478,493	612,010
45072: SAMHSA - State	294,351	114,353	39%	266,000	264,483	305,012
45073: State Path Grant - State	1,221,351	1,215,826	100%	719,493	17,624	17,293
45074: Prior Year Revenue - State	-	-	-	-	-	1,477
45076: MHSA - State	6,437,516	1,349,047	21%	1,638,857	1,098,588	1,679,788
45077: MHSA Project PEI - State	595,665	359,746	60%	437,028	293,035	447,943
45078: MHSA Project Wetmic - State	208	-	-	-	-208	-
45079: JBCT Grant - State	215,658	160,039	74%	194,438	230,811	230,874
45081: MHSA Project Inn - State	90,847	89,936	99%	109,257	73,055	111,986
45082: Medi-Cal FFP - State	8,564,746	2,029,231	24%	2,582,642	3,535,247	5,109,071
45083: Medicare - State	15,479	5,300	34%	12,374	20,253	49,112
45091: Sales Tax 17601 - State	635,190	264,663	42%	644,026	866,822	780,979
45092: 2011 Realignment - Mental Health - State	786,804	1,047,429	133%	1,604,519	1,665,408	1,301,608
45093: VLF Revenue - State	6,453	-	-	34,017	101,307	-
45101: Realignment For Health Services - State	37,950	154,784	408%	113,999	256,332	119,417
45111: SNAP-Ed - State	152,702	72,443	47%	161,558	134,558	84,007
45112: COHP - State	171,909	35,032	20%	228,631	68,008	180,032
45113: CLPPP - State	-	-	-	-	-	4,639
45114: Prop 56 - State	150,000	75,000	50%	150,000	112,500	75,000
45115: CHDP Contract - Health - State	-	-	-	9,871	40,977	46,582
45116: Immunization Program - State	48,075	62,943	131%	540,267	314,632	316,694
45117: Aids Block Grant - State	7,266	3,000	41%	3,000	41,147	4,653
45118: Air Pollution - Health - State	34,400	-	-	34,400	34,400	34,400
45119: CUPA (UST) - State	60,000	-	-	60,000	60,000	120,000
45121: MCH Grant - Health - State	111,093	28,127	25%	69,452	84,859	43,006
45122: Woodsmoke Reduction - State	195,630	-	-	375,400	-	-
45123: LEA - Health - State	16,707	1,615	10%	16,153	16,205	16,502
45124: Pandemic Influenza - State	106,138	57,764	54%	-	94,888	45,257

	Adjusted Budget 2024-2025	Historical 2024-2025	Actual Vs Curr % Utilization	Historical 2023-2024	Historical 2022-2023	Historical 2021-2022
45125: MAT - State	70,804	-	-	85,000	-	-
45126: CMSP Grant Revenue - State	119,345	-	-	30,000	-	96,000
45129: Infectious Disease (IDP) - State	-	-	-	-	110,062	3,881
45131: CARB - State	10,000	-	-	30,000	200,000	0
45132: CAPP - State	-	-	-	24,148	10,813	87,982
45133: PBE - State	12,500	-	-	27,000	-	-
45134: CCS - State	107,729	29,593	27%	45,632	62,530	79,353
45135: Public Health Emergency - State	207,243	194,134	94%	131,728	88,344	29,800
45137: CalFresh Healthy Living Grant	-	-	-	-	145,773	-
45141: Sales Tax 17602(A) - State	2,150,000	955,648	44%	2,173,774	2,085,916	2,177,300
45142: Family Support Subaccount - State	200,000	206,366	103%	383,224	372,347	298,238
45143: Child Poverty Subaccount - State	257,915	150,832	58%	271,578	389,987	203,193
45144: Child Poverty Family Support VLF - State	290,841	185,191	64%	435,620	246,352	268,612
45145: 2011 Realignment - Social Services - State	2,900,000	935,477	32%	2,915,369	3,099,376	2,738,712
45146: Calworks Maintenance Of Effort - State	629,911	354,667	56%	575,725	687,309	531,706
45161: Sealer Of Weights - State	1,200	-	-	-	1,274	1,153
45162: Agricultural Commission - State	300,707	19,103	6%	309,343	339,034	286,828
45171: Juvenile Probations & Camps - State	288,785	305,923	106%	330,507	680,775	282,573
45172: AB109 CCP Planning Grant - State	-	-	-	100,000	100,000	100,000
45173: Early PRCS Release - State	20,500	-	-	10,250	20,500	32,097
45174: Community Correct Growth - State	30,853	-	-	30,853	128,234	79,847
45176: SB823 Revenue	301,778	188,031	62%	339,696	271,342	-
45201: CDAA California Disaster Assistance Act - State	7,316,507	-	-	2,880,727	11,744,403	812,306
45202: CalFire - State	-	-	-	-	147,085	-
45203: CalTrans - State	-	23,490	-	-	-	-
45206: Emergency Planning Grant - State	128,688	128,374	100%	129,645	188,784	-
45207: Covid-19 CMSP - State	-	-	-	-	-	10,000
45216: Homeowners' Exemption - State	73,320	34,307	47%	37,469	70,891	79,981
45231: Boating Safety - State	266,000	100,968	38%	225,186	212,753	194,816
45251: RSTP Regional Service Transportation Exchange - State	300,000	368,390	123%	386,852	358,101	352,588
45252: SB1 - State	2,342,996	1,244,504	53%	2,346,642	1,862,131	1,797,546
45253: STIP - State	216,000	-	-	1,329,113	-	831,000
45256: Grant Revenue - Roads - State	-	-	-	552	8,687	-
45261: STC - Probation - State	9,855	4,753	48%	9,533	9,780	6,753
45262: STC - Jail - State	12,000	7,718	64%	16,918	1,849	1,919
45263: Post Training Funding - State	35,000	3,678	11%	39,564	15,211	23,275
45281: Public Safety (Sales Tax) - State	1,150,000	548,301	48%	1,321,839	1,269,900	1,170,382
45282: AB109 Implement (AB118) - State	1,010,946	329,284	33%	999,492	969,102	826,539
45283: Revenue Stabilization/17602 - State	-	-	-	-	-	58,000
45291: SLESF Supplemental Law Enforcement Services - State	259,246	255,566	99%	290,738	259,984	256,263
45301: State Law Enforcement - State	1,045,752	614,474	59%	1,196,446	1,321,971	1,234,720
45304: SB678 PC1233.6 (D) - State	200,000	100,000	50%	200,000	200,000	200,000

	Adjusted Budget 2024-2025	Historical 2024-2025	Actual Vs Curr % Utilization	Historical 2023-2024	Historical 2022-2023	Historical 2021-2022
45306: Parole Revocation Proceed - State	24,000	12,235	51%	39,318	44,358	33,243
45351: D/V Restructure Order Reimbursement - State	200	-	-	-	-	362
45352: SRPA - State	395,963	59,213	15%	398,751	359,504	286,306
45353: Local Transportation - State	592,000	326,856	55%	765,545	639,877	677,954
45354: STIP-PPM - State	25,000	-	-	4,557	22,361	18,453
45361: Health 2011 Equal to VLF - State	1,463,895	91,128	6%	1,015,324	811,120	1,314,174
45322: Library Grants - State	66,193	63,704	96%	61,160	40,840	35,611
45331: Trust & Agency Funds - State	-	0	-	0	0	0
45333: Retire Payback - State	-	0	-	0	0	0
45334: Court Unfunded Liability Payment - State	-	-	-	0	0	0
45335: Unemployment Payback - State	-	-	-	-	-	0
45337: CARCT MONARCH - State	-	0	-	0	0	0
45341: Homeowner's Exemption Revenue - State	-	0	-	0	0	0
45401: Child Support Service - State	225,066	137,600	61%	237,724	189,551	160,913
45421: Veteran's Affairs - State	25,000	15,113	60%	27,389	28,214	28,552
45441: Solid Waste - State	55,000	-	-	10,000	10,000	-
45461: State Of Good Repair (STAP) - State	28,964	-	-	33,689	22,389	31,841
45471: Tobacco Cessation - State	150,000	75,000	50%	150,000	150,000	112,500
45501: Section 5311 Operating - State	149,134	-	-	149,134	114,719	226,290
45502: Title IIIB Transportation - State	88,000	73,625	84%	82,600	117,578	72,972
45503: Transit Assistance - State	-	-	-	-	-	30,193
45504: FTA Mariposa Transit - State	424,150	-	-	-	218,237	115,303
45542: Elections/Reimbursements - State	-	338	-	3,330	19,557	64,568
45543: Assistance By Hire - State	400,000	306,878	77%	779,684	400,104	753,380
45544: VFA 12/13 - State	20,000	-	-	19,562	21,712	-
45547: One-Time State Grants - State	4,611,709	394,354	9%	1,913,207	1,356,747	142,476
45548: Tobacco Settlement - BOS - State	148,000	-	-	149,041	167,121	184,207
45549: TERRA Count - State	-	-	-	-	65,342	10,088
45551: SALC Grant - State	37,355	-	-	37,593	120,799	-
45552: HAVA - Elections Grant - State	100,000	-	-	-	104,727	-
46011: Public Assistance Administration - Federal	5,212,133	1,990,343	38%	3,960,771	3,683,904	3,361,805
46012: Previous Year Administration Revenue - Federal	-	-	-	-	-	-1
46031: Public Assistance Programs - Federal	1,454,322	732,826	50%	1,413,569	1,402,071	976,699
46042: LIHEAP WX/Energy - Federal	985,925	288,467	29%	807,110	297,015	501,965
46043: Distance Learning & Tele Med - Federal	396,383	429,829	108%	-	418,693	-
46051: Highway Bridge Program - Federal	9,478,768	23,922	0%	1,024,480	5,054,430	115,304
46052: General Revenue - Federal	7,752,787	2,809,430	36%	8,185	55,462	81,084
46053: Bridge Replacement and Repair - Federal	-	-	-	-	-	219,884
46054: Bridge Maintenance - Federal	-	-	-	-	-	-6,168
46061: Fire Management Assistance Grant - Federal	-	-	-	585,900	-	-
46062: Office of Homeland Security(OHS) Grant - Federal	89,272	-	-	65,203	186,305	46,852
46063: FEMA Hazard Mitigation - Federal	1,859,580	118,245	6%	772,703	-	-

	Adjusted Budget 2024-2025	Historical 2024-2025	Actual Vs Curr % Utilization	Historical 2023-2024	Historical 2022-2023	Historical 2021-2022
46064: CARES Act - Federal	-	-	-	1,234,437	2,905,177	1,670,741
46065: Ben Hur Road - Federal	-	-	-	-	-	100,648
46069: Federal Revenue Aid for Disaster - Other	-	-	-	45,768	200,009	-
46071: Forest Reserve - Federal	164,204	-	-	183,463	178,315	154,442
46073: PILT Payment In-Lieu of Taxes - Federal	1,465,615	1,546,043	105%	1,465,615	1,394,167	1,343,423
46081: Mental Health Grants - Federal	72,590	30,829	42%	70,996	87,778	112,821
46084: Nutrition Services Incentive Program (NSIP)C-2 - Federal	1,475	1,067	72%	3,963	4,602	3,587
46091: Grazing Fees - Federal	500	488	98%	-	951	500
46101: Forest Service Agreement - Federal	21,000	-	-	-	2,192	12,000
46102: OJP Bullet Proof Vest Partnership - Federal	5,500	10,231	186%	22,277	6,331	5,326
46103: DEA Grant - Investigations - Federal	74,000	24,544	33%	69,911	48,963	69,399
46104: Domestic Violence #1 - Federal	-	-	-	218	362	-
46111: County Victim Services - Federal	284,959	26,333	9%	99,422	141,863	80,434
46112: Victim Witness OCJP - Federal	262,818	209,416	80%	209,140	251,049	199,652
46121: Family Preservation - Federal	30,100	-	-	30,518	30,253	83,866
46122: Child Support Advance - Federal	434,872	220,514	51%	448,144	410,409	264,206
46131: SAPT Discretionary - Federal	438,848	34,250	8%	578,180	740,539	777,289
46132: Drug Medi-Cal - Federal	1,477,737	61,501	4%	379,206	101,020	150,240
46133: JAG/Drug Task Probation - Federal	165,490	12,921	8%	16,202	14,287	27,614
46134: JAG/Drug Task Sheriff - Federal	129,718	6,178	5%	12,662	42,293	11,941
46135: JAG/Drug Task D.A. - Federal	82,248	29,105	35%	27,102	31,989	60,019
46137: CI/FNL Award - Federal	-	19,000	-	-	-	-
46141: Airport Planning Grant - Federal	-	-	-	-	-	13,439
46142: Airport Projects - Federal	-	-	-	15,587	-	-
46143: FAA Grant Revenue - Federal	3,900	-	-	57,064	-	181,928
46151: CMAQ - Federal	900,000	-	-	39,167	13,546	13,783
46161: BLM Contract - Federal	12,000	-	-	18,000	18,000	9,000
46165: Our Town Grant - Federal	0	-	-	40,000	35,000	-
46166: Community Development Block Grant	433,011	136,261	31%	-	525,864	-
46167: Federal Revenue - Grants	542,980	464,266	86%	90,812	112,707	-
46171: Trust & Agency Funds - Federal	-	0	-	0	0	0
47111: Water Utility Fees	200,000	129,595	65%	209,465	198,168	200,766
47112: OLD Water Commercial Utility Fees	-	-	-	0	10,496	11,087
47113: Sewer Utility Fees	230,000	138,369	60%	253,212	243,895	266,957
47114: OLD Sewer Commercial Utility Fees	-	-	-	-	-	1,346
47115: Road Maintenance Fees	28,000	18,577	66%	22,413	27,977	20,907
47116: Delinquent Residential Water, Sewer and Road Fees	6,500	-	-	-	-	-
47117: Water and Sewer Standby Fees	3,330	9,869	296%	3,381	8,684	85
47118: Delinquent Water, Sewer and Road Standby Fees	-	1,065	-	56,176	5,438	5,869
47151: Residential Garbage Fees	110,010	55,371	50%	99,539	96,296	82,365
47152: Residential Landfill Fees	1,050,000	524,103	50%	671,395	706,230	747,906
47153: Delinquent Garbage Fees	625	2,258	361%	953	1,206	1,290

	Adjusted Budget 2024-2025	Historical 2024-2025	Actual Vs Curr % Utilization	Historical 2023-2024	Historical 2022-2023	Historical 2021-2022
47161: Commercial Garbage Fees	5,500	1,070	19%	5,501	8,492	8,878
47162: Commercial Landfill Fees	1,650,000	1,059,688	64%	1,527,107	1,384,861	1,191,540
47172: Wawona Bulky Items Pickup	500	-	-	-	-	-
47182: Scrap Metal	-	-	-	-	19	8
47183: General Recycling Fees	480,000	290,661	61%	448,263	407,447	617,765
47202: Authority To Construct	2,581	2,425	94%	10,288	1,466	2,581
47203: Construction Permits	820,000	450,590	55%	796,087	789,150	820,509
47204: CUPA Fees	50,000	34,543	69%	63,033	53,595	50,711
47205: Engineering Review Fees	25,000	-	-	-	10,000	5,684
47206: Fire Warden Review	1,000	466	47%	502	300	400
47207: Food Facility Inspection/Permit	58,721	36,982	63%	73,005	56,308	45,557
47208: Land Development/Lot Line Adjustment	-	-	-	-	-540	-134
47209: Nozzle Fees	4,740	1,330	28%	4,000	3,306	4,740
47211: Plan Check Fees	77,000	47,307	61%	79,751	67,391	60,928
47212: Planning Application Fees	238,324	57,063	24%	76,646	122,465	153,052
47214: Reinspection and Additional Planning Check	20,000	25,311	127%	18,299	27,940	14,524
47215: Septic System Permit/Fees	100,000	63,553	64%	106,420	99,034	102,474
47216: Vacation Rental	20,000	13,113	66%	11,793	33,800	34,482
47217: Violation Fees	40,000	4,214	11%	39,125	9,598	21,915
47218: Well Inspection/Permit	20,035	15,033	75%	21,552	18,207	25,318
47219: Surveyor Review Fees	5,000	2,528	51%	6,169	5,037	5,814
47221: LDA/LLA Revenue	25,000	23,345	93%	26,086	60,184	12,009
47223: Encroachment	25,000	81,060	324%	126,861	69,392	75,600
47225: Fire Fees	-	224	-	-	510	267
47226: Gasoline Dispensing	6,384	2,052	32%	5,341	5,244	6,384
47227: Emission Fees	853	96	11%	839	839	853
47228: Burn Permits	10,041	2,750	27%	4,250	4,575	5,041
47229: Sewage Pumping Vehicles	-	378	-	2,512	-	-
47231: Special Assessment	85,080	50,398	59%	81,444	61,436	60,073
47233: Zone of Benefit (ZOB) Assessments	-	0	-	0	0	-
47241: Debt Service Reserve Assessments	-	-	-	-	-	-521
47242: Debt Service Fee Assessments	388,129	297,693	77%	3,090,875	405,233	418,866
47251: Auditor's Fees	25,000	18,560	74%	30,755	24,581	35,021
47252: Investment Fees	195,000	108,564	56%	194,394	208,430	141,797
47253: Returned Check Fees	1,200	590	49%	1,535	860	1,245
47254: Tourism Improvement 1% Admin	30,000	23,383	78%	28,718	24,894	22,408
47255: Supplemental Administrative/State Redemption Fee	30,000	16,178	54%	51,166	46,675	34,454
47261: Swim Lessons	6,000	193	3%	8,869	6,296	10,973
47262: Day Camp Fees	45,000	23,480	52%	-	45,020	-2,211
47263: Recreational Classes Fees	5,000	3,206	64%	5,553	1,870	5,699
47264: Food and Beverage Sales	1,500	3,981	265%	10,115	670	775
47265: Pool Use Fees	4,000	3,332	83%	6,212	3,743	2,671

	Adjusted Budget 2024-2025	Historical 2024-2025	Actual Vs Curr % Utilization	Historical 2023-2024	Historical 2022-2023	Historical 2021-2022
47266: Other Recreation Revenue	1,000	1,570	157%	3,874	3,250	-15
47271: Patient Fees	4,785	1,109	23%	3,425	4,989	3,206
47272: Miscellaneous Health Fees	-	6,440	-	85,327	5,273	2,177
47273: Recreation Fees - Health	12,232	8,139	67%	14,879	13,333	10,619
47274: Private Programs	503	945	188%	757	1,105	2,778
47276: Other Insurance	7,750	2,497	32%	6,009	9,088	16,016
47277: Other Mental Health Rev	190,004	12,450	7%	163,740	532,787	145,548
47278: Conservator Reimbursement	294,461	107,936	37%	240,204	165,620	88,801
47282: ALCOHOL & DRUG OTHER REV	-	-	-	-	27,379	-
47291: Recorders Modernization	20,000	7,568	38%	13,624	14,260	25,677
47292: Recording Fees GC27361	70,000	23,111	33%	41,211	41,652	67,921
47293: SS# Truncation Fee	3,000	1,925	64%	3,318	3,400	5,372
47294: Micro Conversion Fees	5,000	2,103	42%	6,342	3,605	5,601
47295: SB2 Administration Fees	15,000	6,315	42%	10,496	11,007	18,409
47296: Each Additional Page GC27361	15,000	5,573	37%	10,009	10,706	20,435
47297: Assessment Fees	-	-	-	-	-	246
47298: Open Every Business Day	5,000	1,913	38%	3,353	3,412	5,694
47299: Indexed Within Two Days	5,000	1,913	38%	3,323	3,370	5,407
47301: Assessor's Fees	10,000	5,326	53%	11,715	11,768	10,730
47311: Tax Collector Fees	56,040	20,095	36%	142,088	61,349	46,195
47321: Court Fees - General	9,200	5,812	63%	9,616	9,402	8,370
47322: Court Fees - Dept 2	50	-	-	119	103	40
47323: VC40508.5 & PC853.7(A)	200	585	292%	553	39	1,896
47324: Traffic School VC42007 Uniform	65,000	53,498	82%	73,012	59,478	52,699
47325: Trans Fee VC40611 66%	1,500	682	45%	1,242	1,302	1,480
47326: $24 Traffic School VC42007.1	8,000	6,221	78%	8,819	7,583	7,116
47327: Collection Program Fees	50,000	14,888	30%	59,497	69,252	48,762
47329: Public Defender PC987.5	-	-	-	-	-	-127
47331: Adm Screen PC1463.07	1,500	541	36%	1,630	1,467	2,132
47332: Probation Fees	-	-756	-	-4,491	-4,771	-4,891
47333: Mediator Fees	-	0	-	0	0	0
47334: VC 40508.6 Admin Fee	-	0	-	0	0	0
47335: Installment Fee PC 1205 D	-	-	-	-	-	0
47337: VC 42008.8(l)(1) Amnesty	-	-	-	-	-	0
47352: Civil Fees - Sheriff	15,600	29,324	188%	-	-	12,475
47353: Drug Test Fees	-	-	-	-	-	-28
47357: Fees And Supplies	21,000	1,515	7%	2,460	2,485	3,765
47361: Animal Control Fees	7,250	7,193	99%	132	-	4,143
47371: Clerk Fees General	22,512	15,652	70%	28,659	23,938	21,793
47372: Birth Certificate Fees	300	104	35%	317	489	483
47373: Clerk-Vital H&S 103526	15	6	43%	21	8	12
47374: Passport Express Mailing	-	-	-	-	48	473

	Adjusted Budget 2024-2025	Historical 2024-2025	Actual Vs Curr % Utilization	Historical 2023-2024	Historical 2022-2023	Historical 2021-2022
47381: Library Fines And Fees	6,000	2,779	46%	4,296	6,811	3,393
47391: Transit Fares	20,000	4,679	23%	17,852	10,430	7,947
47392: Medical Transportation Fares	6,000	6,170	103%	1,233	1,180	974
47401: Miscellaneous Fees	29,231	16,821	58%	28,190	31,402	32,103
48101: Rent	81,554	59,839	73%	130,030	92,982	117,037
48121: Donations	52,500	43,765	83%	72,364	66,739	56,107
48141: PG&E Grant	0	-	-	100,000	-	-
48143: Stanford Impact Fellowship	37,500	25,000	67%	12,500	-	-
48161: Public Assistance Repayments	25,920	10,841	42%	22,419	32,754	13,206
48162: Child Supp Recoupment	5,000	1,667	33%	4,337	4,924	5,505
48165: Loan Repayments	-	-	-	-	1,510	-
48166: Restitution - TOT	-	-	-	-	6,000	6,000
48167: CSAC Reimbursement	-	6,502	-	27,363	-244,904	23,585
48171: Settlements	541,058	507,568	94%	361,640	491,520	-
48181: Homeless Emergency Aid Pro	-	-115	-	-	-	2,108
48131: Airport Facility Fees	1,000	5,743	574%	452	-	-
48132: Hangar-Tie Down Rents	37,000	8,380	23%	46,965	-	-
48182: Utility Reimbursement	500	353	71%	673	612	153
48183: Other Revenue - General	-	386	-	67,477	6,478	515
48184: Collection Overage	-	-	-	-	430	4,799
48185: Gas Sales	5,000	5,131	103%	7,116	122,087	9,950
48186: Fire Department Miscellaneous Revenue	-	-	-	28,427	102,892	-
48187: Medicare Part D Subsidy	800	972	121%	1,459	1,387	725
48188: County Inmate Welfare	25,000	21,226	85%	27,655	21,629	32,957
48189: Miscellaneous Revenue Account	804,180	258,833	32%	1,022,097	470,574	1,391,557
48192: Transportation Permits	4,000	3,123	78%	4,805	4,755	4,959
48193: Continuing Education Fee	-	-	-	-	-	9
48197: Insurance Proceeds	25,000	-	-	-	63,442	-
48198: Unearned Revenue Income	-	-	-	-	500	-
48201: Dental Stabilization	-	-	-	60,784	-	22,129
48202: Unclaimed Property - State	-	-	-	-	9,585	-
48204: 15% Special Fund	-	-	-	6,815	-	681
48207: CSBG/CALA/MPSA Miscellaneous Revenue	423,957	135,520	32%	242,878	314,286	230,069
48208: Juvenile Indigent Defense	73,918	18,941	26%	73,918	70,226	56,454
48275: Grazing Fees	-	1,301	-	1,084	2,601	-
48221: Recorder - Liens	-	-28	-	76	-138	-116
48222: Recorder - Over & Short	-	20	-	21	30	33
48231: Debt Proceeds	686,364	-	-	-	2,316,883	1,550,943
48241: Cash Difference-Tax Collector	1,562	43	3%	8,311	-154	-437
48251: Gain On Sale Of Fixed Assets	0	18,449	-	66,446	674,609	-
48261: Insurance Cost Allocation	2,995,859	1,287,904	43%	2,877,407	2,918,312	2,501,569
48262: Group Health for Retirees Medical Reimbursement # County	2,582,214	1,169,169	45%	2,271,319	2,093,268	1,972,929

	Adjusted Budget 2024-2025	Historical 2024-2025	Actual Vs Curr % Utilization	Historical 2023-2024	Historical 2022-2023	Historical 2021-2022
48263: Unemployment Reimbursement	-	30,725	-	102,723	79,360	68,635
48271: Replacement Revenue - Vehicle and Equipment	647,102	198,694	31%	314,251	286,103	220,379
48272: Depreciation Revenue - Vehicle and Equipment	436,628	309,515	71%	486,052	542,964	311,867
49101: Transfer In - General	37,721,690	6,046,752	16%	35,534,958	36,384,498	24,047,584
49131: Cost Allocation	2,428,120	-	-	2,376,376	2,178,453	2,472,345
49161: Departmental Overhead Revenue	7,285,035	3,263,441	45%	6,166,544	6,559,124	6,159,512
49162: Interdepartmental Services Revenue	3,416,915	1,589,928	47%	2,643,140	2,263,111	1,797,250
49201: Reserve Utilization	6,111,000	-	-	-	-	-
Revenue: Total Revenues	**245,684,167**	**72,317,731**	**29%**	**166,425,214**	**169,202,018**	**133,843,631**
51111: Regular salaries and wages	38,985,500	17,216,234	44%	32,554,083	31,119,845	28,603,586
51112: Extra Help	2,244,263	850,942	38%	1,586,074	1,791,314	1,573,385
51113: USFS Patrol Extra Help	-	-	-	-	-	28,971
51114: Volunteer Fire Personnel	150,000	110,087	73%	6,312	144,495	101,912
51115: Overtime	852,673	472,518	55%	926,412	1,409,304	856,095
51116: Overtime Straight to Extra Straight Hours	11,832	12,724	108%	33,394	48,497	41,070
51201: FLSA Adjustment	50	-	-	0	-	4,703
51202: Longevity Pay	277,083	130,505	47%	267,399	289,606	253,443
51204: Confidential Stipend	32,055	15,656	49%	31,844	30,570	27,038
51205: Out of Class Pay	34,000	54,673	161%	95,430	56,098	167,469
51207: Standby Call Back Pay	191,110	73,203	38%	180,593	227,976	144,093
51208: Shift Differential	50,400	30,234	60%	56,170	52,561	49,224
51209: Out of Area Pay	2,400	1,200	50%	2,167	1,200	1,200
51211: Post Certificate Pay	196,303	101,711	52%	202,813	205,173	174,907
51212: Field Training	20,000	6,986	35%	16,887	16,529	18,589
51213: Uniform Allowance	73,260	34,770	47%	72,583	70,559	66,982
51214: Professional Engineer Certificate Incentive Pay	14,119	7,180	51%	12,883	12,387	11,791
51215: Incentive Pay - PERS	168,827	84,312	50%	162,004	210,363	217,508
51217: Training Pay Premium	-	343	-	-	-	-
52101: Retirement - Employer	5,076,316	2,219,309	44%	4,234,849	4,277,242	7,266,648
52102: Unfunded Liability Payment Total	6,319,390	3,806,094	60%	5,506,451	5,380,891	4,746,157
52104: GASB 68 Net Pension Liability Expense	-	-	-	-	-	-121,750
52105: CALPERS Replacement Benefit Plan	-	-	-	-	-	1,122
52201: Medical - Active Employees	6,179,838	2,586,284	42%	4,264,743	3,962,740	3,754,380
52202: Dental - Active Employees	374,644	173,532	46%	362,515	374,823	308,622
52203: Vision - Active Employees	70,981	32,537	46%	65,201	64,051	49,586
52204: Fiduciary fund aggregate benefits	-	0	-	0	0	0
52205: Life Insurance	25,701	10,742	42%	21,439	20,693	18,942
52206: Cash Cafeteria Plan	1,050,196	748,477	71%	1,099,093	1,107,608	1,015,416
52207: GASB 75 Net OPEB Liability	-	-	-	-	-	-671,065
52208: Medical Insurance Administrative Fee	26,056	8,765	34%	17,699	13,873	8,432
52209: Group Health for Retirees Expense	2,582,214	1,394,713	54%	2,271,319	2,093,268	1,972,929
52301: Social Security Total	2,574,941	1,173,221	46%	2,153,834	2,103,887	1,905,468

	Adjusted Budget 2024-2025	Historical 2024-2025	Actual Vs Curr % Utilization	Historical 2023-2024	Historical 2022-2023	Historical 2021-2022
52302: Medicare Total	638,271	290,758	46%	530,322	527,797	472,840
52303: SDI Total	455,717	193,150	42%	325,546	317,445	328,342
52401: Accrued Benefits	1,011,575	188,600	19%	331,500	209,519	92,711
52501: Workers Compensation	-	0	-	0	0	0
52502: Group Health for Retirees	2,522,032	1,147,059	45%	2,213,999	2,036,568	1,929,060
52503: Unemployment	-	30,725	-	95,813	79,360	58,907
60101: Uniforms / Clothing	81,975	44,172	54%	64,659	92,207	84,587
60102: Food	32,428	18,912	58%	24,029	241,814	208,274
60103: Safety Equipment	834,305	200,656	24%	323,106	453,870	349,510
60104: Volunteer Stipend	25,000	9,680	39%	18,520	22,470	28,580
60105: Employee Appreciation	7,500	1,227	16%	12,762	19,538	6,183
60106: Employment Qualification Testing	11,796	8,212	70%	11,161	12,704	4,330
60107: CalPERS Fees and Penalties	1,500	601	40%	31	569	56
60111: Training and Seminars	622,487	131,238	21%	380,743	267,545	263,443
60112: Post Training	39,000	5,154	13%	16,354	27,188	22,670
60113: Training In Service	28,000	-	-	7,066	-	1,410
60115: STC Training - Probation	9,871	5,864	59%	9,639	9,685	8,720
60116: STC Training - Jail	30,154	3,916	13%	9,420	4,180	3,083
60121: Meals	75,351	19,513	26%	58,446	71,538	26,204
60122: Lodging	195,239	86,024	44%	200,866	177,019	82,138
60123: Mileage	52,170	22,448	43%	39,374	25,055	17,074
60124: Transportation - Employee	29,003	12,083	42%	29,251	31,171	12,403
60125: Employee Expense Report Over/Short	-	24	-	326	1	-
60131: Maintenance - Equipment	802,142	535,475	67%	1,001,988	684,708	525,219
60132: Maintenance - Buildings and Improvements	716,080	141,182	20%	292,808	306,615	356,885
60151: Medical Supplies	10,189	3,568	35%	12,897	11,042	8,870
60152: Emergency Response Supplies	37,152	2,768	7%	15,912	49,285	23,474
60153: Special Departmental Supplies	430,822	160,213	37%	214,508	275,377	258,650
60154: Jury and Witness Expense	25,000	3,134	13%	19,469	18,615	15,070
60155: Small Tools	60,785	32,421	53%	60,186	45,900	36,394
60156: Materials	589,585	173,251	29%	488,781	432,656	465,865
60157: Ammunition	25,150	5,000	20%	4,993	7,751	7,124
60181: Medical and Laboratory Expenses	514,277	259,968	51%	592,987	505,410	811,865
60191: Memberships	194,409	110,579	57%	167,907	173,827	143,971
60201: Miscellaneous Expense	13,440,625	66,104	0%	121,134	1,098,673	708,507
60211: Copy Machine Expense	127,863	88,377	69%	154,445	169,346	166,261
60212: Printing Expenses	14,602	9,265	63%	22,991	26,221	25,388
60213: Office Supplies	420,315	158,441	38%	376,067	415,845	341,118
60214: Postage	125,181	84,758	68%	113,807	133,185	46,319
60215: Janitorial Supplies	135,010	45,584	34%	105,013	102,001	106,600
60216: Storage - File, Furniture, and Equipment	10,750	63,268	589%	18,920	18,639	9,865
60241: Workers Compensation	600,000	272,087	45%	429,770	159,360	162,156

	Adjusted Budget 2024-2025	Historical 2024-2025	Actual Vs Curr % Utilization	Historical 2023-2024	Historical 2022-2023	Historical 2021-2022
60242: Workers Compensation Fund Assessment	28,052	-	-	7,494	7,846	17,608
60243: Workers Compensation Administration	85,000	42,855	50%	63,333	81,984	99,104
60244: Excess Workers Compensation	307,000	296,038	96%	292,054	13,635	214,177
60245: Worker's Compensation Bill Review and Medical Management	-	10,500	-	21,000	19,250	22,750
60251: General Liability and Property	200,000	1,737,548	869%	1,230,161	878,971	112,890
60252: Liability Insurance Premium	1,586,052	10,118	1%	14,418	13,132	629,944
60253: Liability Insurance Administration	14,000	8,658	62%	19,313	16,673	12,648
60261: Unemployment Insurance	-	32,022	-	115,549	82,062	68,635
60271: Special Departmental Insurance	126,955	101,930	80%	94,401	91,462	76,377
60281: Pollution Insurance	15,000	6,582	44%	21,715	16,303	20,722
60301: General Professional Services	9,145,472	915,218	10%	5,395,369	23,718,131	1,980,871
60302: Design, Architectural, Engineering	94,767	215,882	228%	649,745	766,399	3
60303: Accounting and Auditing Services	79,156	80,033	101%	111,868	11,274	121,136
60304: Fire Management	1,620,536	277,945	17%	1,871,062	1,108,798	1,110,869
60305: Technical Services	282,935	115,179	41%	262,595	106,523	56,535
60306: Appraisal and Land Acquisition Services	-	-	-	6,100	23,697	14,100
60307: Facilities Maintenance Services	223,536	98,145	44%	195,994	49,692	25,807
60308: Law Enforcement Services	55,000	29,666	54%	66,601	95,657	22,660
60309: Emergency Operations Services	381,250	205,578	54%	394,465	87,002	41,893
60311: Transportation Services	503,613	56,608	11%	526,811	540,900	311,210
60312: Agricultural Commissioner Services	4,000	9,859	246%	92,492	47,179	80,860
60313: Landfill Services	227,000	265,092	117%	219,649	229,238	130,804
60314: Vehicle Repair Services	137,603	85,476	62%	107,611	177,147	183,845
60315: Laboratory Services	2,000	421	21%	4,089	1,564	10,541
60317: Library Services	90,000	3,500	4%	87,885	1,966	2,398
60318: Legal Services	2,485,659	1,097,708	44%	1,544,397	1,119,217	963,185
60319: Employee Relations Legal Professional Services	170,000	86,633	51%	55,950	91,249	16,251
60321: Hazardous Material Disposal Services	25,025	3,594	14%	3,781	40,308	5,898
60322: Mutual Aid Law Enforcement	10,000	-	-	-	723	3,300
60323: Recruitment Services	16,000	-	-	11,144	26,075	275
60351: Fees and Permits	186,100	148,873	80%	161,902	158,163	149,257
60361: General Taxes and Assessments	161,051	71,805	45%	167,742	141,725	150,428
60362: Sales Tax Remittance	-	0	-	0	0	0
60363: Property Tax Remittance	-	0	-	0	0	0
60364: Sales Tax Remittance - Measure O	-	0	-	0	0	-
60371: Bank Fees	13,190	8,393	64%	13,352	10,810	10,205
60372: Investment Charges	38,500	22,687	59%	38,104	36,842	39,791
60381: Publications and Legal Notices	99,195	51,049	51%	85,804	67,908	73,460
60391: Rents and Leases - Equipment	332,578	152,482	46%	134,380	265,667	221,538
60392: Rents and Leases - Buildings	2,139,134	1,479,934	69%	2,086,584	1,660,684	1,613,403
60411: Telephone and Internet	637,015	301,920	47%	498,380	501,967	495,001
60412: Propane	133,871	39,361	29%	89,395	155,199	129,344

	Adjusted Budget 2024-2025	Historical 2024-2025	Actual Vs Curr % Utilization	Historical 2023-2024	Historical 2022-2023	Historical 2021-2022
60413: Water and Sewer	200,150	105,197	53%	185,773	166,430	158,038
60414: Electricity	910,906	578,619	64%	922,701	799,464	736,552
60415: Garbage Disposal	79,213	68,155	86%	101,565	167,640	57,428
60421: Equipment Technology	2,324,624	181,579	8%	440,655	460,024	280,705
60422: Equipment General	-	16,411	-	-	-	-
60431: Software	2,359,961	1,386,855	59%	2,012,643	1,900,773	1,249,701
60441: Fuel	974,514	381,539	39%	840,633	868,691	712,138
60451: Debt Issuance	686,364	-	-	-	675,543	-
60452: Retiring Long Term Debt	766,972	664,281	87%	691,207	523,777	425,000
60453: Capital Lease Principal	54,157	29,502	54%	319,542	65,102	854,547
60454: Capital Lease Interest	10,653	6,289	59%	39,547	12,748	29,456
60455: Interest Expense	268,901	151,722	56%	342,877	241,486	272,334
60501: Client - Assistance Payments	5,151,891	2,696,289	52%	4,816,021	4,034,323	3,026,059
60502: Client - Overpayment Refunds	-	3,972	-	-	132	1,175
60503: Client - Community Safety Services	37,100	-	-	5,099	16,572	5,932
60504: Client - Coroner Transports	15,000	6,225	42%	11,170	10,490	13,380
60505: Client - Community Economic Development Contributions	97,127	0	0%	90,918	287,628	198,647
60506: Client - CRV California Refund Value Recycling	360,000	177,292	49%	278,468	295,277	333,300
60507: Client - Community Partners Contributions	1,195,321	445,347	37%	824,763	573,844	390,981
60508: Client - Community Education and Engagement	656,142	178,201	27%	317,906	722,664	484,735
60509: Client - Advisory Board and Commission Expenses	20,090	5,919	29%	9,242	24,154	5,662
60511: Client - IHSS MOE	857,590	-	-	755,888	792,889	762,393
60512: Client - Subsidized Employment	90,000	-	-	61,596	88,315	18,673
60513: Client - Respite Care	5,000	2,715	54%	2,248	135	1,005
60514: Client - Animal Caretaking	77,000	2,470	3%	4,608	4,001	18,736
60515: Client - Childcare	225,284	102,820	46%	233,185	126,560	75,647
60516: Client - Document Fees Paid	7,882	6,502	82%	27,566	79,133	7,185
60517: Client - Incentives	24,439	11,423	47%	9,201	4,472	43,533
60518: Client - Clothing	55,292	23,530	43%	51,841	31,382	157,109
60519: Client - Contracted Program Costs	2,166,343	985,096	45%	2,295,284	1,453,084	1,052,757
60521: Client - Education	24,478	11,235	46%	34,052	22,973	53,704
60522: Client - Emergency Support	16,974	15,410	91%	38,069	288,331	4,101
60523: Client - Child Enrichment Activities	14,902	10,502	70%	20,025	15,019	9,474
60524: Client - Food	421,589	78,494	19%	335,117	106,065	73,362
60526: Client - Catered Food	185,155	78,128	42%	129,370	89,420	47,275
60525: Client - Community Youth Sports Donations	-	-	-	7,000	7,000	-
60527: Client - Assistance Collections Settlement	2,453	725	30%	1,382	-	0
60528: Client - Work Program Expense	18,500	711	4%	4,346	4,204	2,617
60531: Client - Household Goods	68,648	16,173	24%	47,770	53,206	16,745
60532: Client - Home Repairs	689,737	62,886	9%	42,634	129,785	54,546
60533: Client - Utilities	63,842	36,324	57%	64,930	70,720	14,920
60534: Client - Rent	786,666	389,057	49%	601,021	250,879	60,866

	Adjusted Budget 2024-2025	Historical 2024-2025	Actual Vs Curr % Utilization	Historical 2023-2024	Historical 2022-2023	Historical 2021-2022
60535: Client - Temporary Housing	318,836	185,527	58%	390,895	598,416	201,743
60536: Client - Moving and Storage	-	7,750	-	820	32,281	1,673
60541: Client - Medical Professionals	1,446,033	561,683	39%	1,277,137	1,123,382	996,824
60542: Client - Board and Care	834,880	126,021	15%	417,956	349,651	105,666
60543: Client - Treatment Facilities	1,383,402	656,026	47%	1,727,630	1,012,140	825,926
60544: Client - IMD Facilities	24,693	13,248	54%	25,254	24,530	48,698
60545: Client - Medications	281,032	28,013	10%	62,511	2,388	1,324
60546: Client - Lab Data Monitoring Services	146,200	39,457	27%	101,866	51,143	54,412
60547: Client - Medical Devices	-	120	-	6,188	966	3,879
60551: Client - Mileage Transport	75,000	44,041	59%	86,340	51,004	40,379
60552: Client - Fuel Transport	3,799	15,240	401%	5,639	4,306	2,988
60553: Client - Travel Transport	25,560	5,300	21%	10,683	7,701	25,445
60554: Client - Vehicle Repairs	-	5,750	-	3,419	14,600	161
60599: Client - Clearing Account	-	-	-	-	375	-
60601: Labor Compensation Expense	1,120,078	506,596	45%	943,318	425,813	210,981
60621: County Vehicle Expense	3,053,667	1,463,033	48%	2,402,438	2,286,768	1,822,769
60701: Prior Period Adjustments	-	-	-	-	35,658	3,811
69999: Receivable from Employee – Calcard	0	-663	-	955	-48	3,125
70011: Land	550,000	400	0%	131,291	8,837	112,105
70111: Community and Office Buildings	7,241,257	771,019	11%	1,220,736	994,395	101,647
70112: Improvements	886,287	578,366	65%	415,734	649,884	-
70121: Fire Stations and Improvements	766,685	-	-	104,260	21,047	7,269
70131: Homelessness and Housing	0	-	-	193,710	-	-
70211: General Equipment	1,036,267	320,068	31%	1,046,984	634,673	180,744
70221: Technological Equipment	8,436	8,435	100%	6,692	388,327	318,854
70311: Roads and Bridges	13,706,735	1,064,529	8%	3,730,210	2,856,498	4,408,318
70321: Utility Infrastructure	4,517,405	477,441	11%	1,500,714	884,806	2,957,804
70331: Other Infrastructure	11,749,000	3,450,126	29%	2,969,268	187,503	938,610
70411: Staff Vehicles	1,907,959	1,318,432	69%	1,913,462	1,327,870	464,961
70412: Fire Vehicles	2,213,810	200,890	9%	813,953	1,013,864	91,119
70421: Heavy Equipment Vehicles	2,215,740	247,799	11%	1,145,911	405,148	710,428
70511: Software Fixed Assets	747,742	279,517	37%	682,101	284,375	694,370
70601: Construction in Progress	-	-	-	-	566	-
70901: Fixed Asset Clearing	-	-	-	-	-	508,095
80111: Transfer Out - General	37,721,690	6,046,752	16%	35,534,958	36,529,786	23,899,182
80211: Departmental Overhead Transfer	7,285,035	3,264,837	45%	6,136,196	6,546,242	6,124,891
80221: Cost Allocation Overhead Transfer	2,428,120	-	-	2,376,330	2,178,417	2,472,314
80231: General Insurance	2,994,414	1,287,904	43%	2,877,407	2,918,312	2,566,235
80301: Intergovernmental Transfer Out	410,781	605,669	147%	280,078	-	-
91001: Reserve Designation	1,125,224	-	-	-	-	-
92001: Contingency Designation	1,263,832	-	-	-	-	-
Expense: Total Expenses	**245,684,167**	**76,558,618**	**31%**	**169,445,303**	**176,126,230**	**132,673,873**

	Adjusted Budget 2024-2025	Historical 2024-2025	Actual Vs Curr % Utilization	Historical 2023-2024	Historical 2022-2023	Historical 2021-2022
Net Balance	**0**	**-4,240,887**	**2,120,443,736%**	**-3,020,089**	**-6,924,212**	**1,169,758**

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-58

MEETING: February 11, 2025

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Approve One Over-Hire Custodial Deputy Position, Effective Immediately

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RECOMMENDATION AND JUSTIFICATION

Approve One Over-Hire Custodial Deputy Position, Effective Immediately

The Custodial Division of the Sheriff's Office is requesting over-hire for an anticipated vacancy.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors have approved items like this in the past. The Board of Supervisors has approved over-hire positions in the past when it was beneficial to the County's ability to continue to provide critical and required county services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board chooses to not allow the over-hire of this position, this will continue to cause stress on the Custody Division as they continue to require staff to work overtime to meet staffing requirements.

FINANCIAL IMPACT

No financial impact, salary savings will be used for the remainder of FY25

ATTACHMENTS

None

VOTE RESULT

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