Mariposa County

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

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
SEPTEMBER 2, 2025

A. 9:00 AM Called 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 noted there would be a hard stop at 11:00 AM for the first item on the regular agenda, and a hard stop at 12:00 PM for a closed session item. She then read the consent note.

Public comment was received by Jeanne-Ann Pine/Resident, who commented on consent agenda items 8,9, and 10. For CA. 8, she asked if Kratom could be added to that list. For CA. 9, she noted the only location she was aware of was the lobby of the Sheriff's Office and stated it would be helpful if there were other locations. For CA. 10, she asked which building these were for.

Dr. Kristina Keheley/Health and Human Services Agency Director, in response to Ms. Pine, noted that the HMA group helps with the Sheriff Medication Assistance Treatment with those services. She noted it doesn't include Kratom, but the Health Officer is preparing an item to come to the Board. She noted SteriCycle is used internally; this service is not for external use. For CA. 10, she noted this is for the North County

Building.

Supervisor Menetrey requested CA.3 be pulled for a separate vote, for which a consensus was given to remove it.

Chair Smallcombe commented on CA. 4, asking individuals to be aware that it is suicide awareness month and asked that they be sensitive to the veterans in our midst who struggle with their daily lives.

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

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Agricultural Commissioner**

Approve 2025 Weed Management Area Cooperative Agreement No. 25-0357-000-SG for Fiscal Years 2025/2026, 2026/2027, and 2027/2028 for $119,994 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA4. **Health and Human Services Agency**

Proclaim the Month of September 2025 as "Suicide Prevention Awareness Month"

CA5. **Health and Human Services Agency**

Approve Grant Agreement with the Department of Housing and Urban Development (HUD) in the Amount of $38,414 for the Homeless Continuum of Care (CoC) Grant Program; and Authorize the Director of Health and Human Services to Sign the Agreement

CA6. **Health and Human Services Agency**

Accept Resignation and Recognize the Service of TerryLie DeBeck on the Mariposa County In-Home Supportive Services Advisory Committee, Effective Immediately

CA7. **Health and Human Services Agency**

Approve Certificates of Compliance for the Veterans Affairs Subvention Program and Medi-Cal Cost Avoidance Program for Fiscal Year 2025-26; and Authorize Board of Supervisors Chair to Sign the Certificates

CA8. **Health and Human Services Agency**

Approve First Amendment to the Grant Agreement with Health Management Associates to Extend the Term to December 31, 2025, for Services in Support of the State Opioid Funding Program; Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action

Transferring Funds within the Health and Human Services Department to Cover the Amendment ($11,616)(4/5ths Vote Required)

CA9. **Health and Human Services Agency**

Rescind Resolution 2025-178; Approve a New Agreement with Stericycle, Inc. to Provide Hazardous Drug Disposal Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA10. **Health and Human Services Agency**

Approve Second Amendment with The Building Design Group, Inc. Increasing the Amount by $53,000 for a New Amount Not to Exceed $134,691, for Additional Costs for Architectural, Engineering and Construction Consultant Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA11. **Library**

Approve a Three-Year Memorandum of Understanding (MOU) with the Wawona Friends of the Library, Effective September 2, 2025

CA12. **Planning**

Approve Second Amendment with Wallace, Roberts, and Todd, LLC (WRT), Increasing the Amount by $5,000 for a New Amount Not to Exceed $239,350, for Landscape Design and Engineering for the Mariposa Creek Parkway Phase I and II Public Access Enhancements and Riparian Restoration Project; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA13. **Probation**

Approve First Amendment to Mobile Probation Services Center Grant; Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action Transferring Funds Within the Probation Department Budget ($11,586) (4/5ths Vote Required)

CA14. **Probation**

Approve a Five (5) year Agreement with Lexipol in the Amount of $37,901.41 for Legal Policy Manual Updates and Daily Training Bulletins; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA15. **Treasurer/Tax Collector/County Clerk**

Approve an Agreement with Archie's Mini Storage for 2 storage units in the Amounts of $78/Month and $140/Month on a Month-to-Month Basis, plus a $25 Deposit Per Unit, for the Purpose of Storing Elections Supplies and Equipment; and Authorize the Board of Supervisors Chair to Sign the Agreement

E. Items removed from Consent Agenda

CA3. **Clerk of the Board**

Approve the Minutes of April 15th, May 6th, June 3rd, June 17th, July 1st, and August 11th, 2025

Supervisor Menetrey noted he was not in attendance at the May 6th meeting. No public comment was received.

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

F. Departmental Presentation

Matt Johnson/Librarian noted that it is Literacy Month. He gave updates on a program and introduced Cheryl Berg/Literacy Coordinator, who read some facts to highlight Literacy Month and what the library is doing to assist these individuals. She noted it creates an Equitable community. She noted that 41% of adults in Mariposa County are reading at a level below the third-grade reading level. Mr. Johnson then highlighted some monthly events that would be taking place at the library this upcoming month.

Monica Nielsen/Agricultural Commissioner, gave the Board updates on what her office has been doing. She noted there was an uptick in ground squirrels. She noted there were also flyers for Owl Boxes. She noted that on the upcoming Thursday, there would be an integrated pest management workshop, and this would include a discussion on the new laws and regulations on the use of pesticides at or around schools.

Jeremy Briese/Sheriff highlighted his team for their work this weekend at the fair, noting they had a new look, and this was a first in his career, but there were no jail bookings. He noted the Marijuana Enforcement Team was out in full force that day. He noted they are crossing fingers that we stay out of the fire season.

G. Public Comment on Non-Agenda Items

James Rhodes/Resident read his written statement on the individuals of Coyote Fest. He wants the legal statutes.

Tina Swartzal/Resident noted she had the same issue as Mr. Rhodes. She noted there is an animal rescue and sanctuary and the Car show parks in front of her shop.

1. **Clerk of the Board**

Public Comment Received

H. Regular Agenda Items

1. **Sheriff's Office**

Receive a Presentation from the Sheriff's Office for the Fiscal Year 2025 Annual Report

Jeremy Briese gave a presentation on the Sheriff's Annual Report. Kristie Mitchell/Public Information Officer, noted why this is a Fiscal Year annual report, not a calendar annual report. She clarified by noting the data was concurrent with the Fiscal Year. No public comment was received.

Board discussion ensued. Kudos were given all the way around.

RESULT: PRESENTATION HELD

2. **Fire**

Waive the Second Reading and Adopt an Ordinance titled "Mariposa County Fire Hazard Severity Zones" for addition in County Code Section 8.04 (Currently 'Reserved') Which Designates Very High Fire Hazard Severity Zone Maps Developed by the California Department of Forestry and Fire Protection ("CAL FIRE") for State Responsibility Areas Pursuant to Government Code 51179(a); Authorize Submission of the Ordinance and Associated Map to the Board of Forestry and Fire Protection Pursuant to 14 CCR 1280.02; Find That The Ordinance Is Not Subject to The California Environmental Quality Act ("CEQA"); and Direct Staff to File a Notice of Exemption for the Project

Chair Smallcombe introduced the item and gave a brief staff report. No public comment was received. Board discussion ensued.

RESULT: **Adopted (UNANIMOUS)**
MOVER: District V Supervisor Miles Menetrey
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

3. **Board of Supervisors**

Waive the Second Reading and Adopt an Ordinance Amending Portions of Chapters 6.08 and 6.16 of Mariposa County Code Titled "Animal Control" and Barking Dogs-Public Nuisance" and Adding Chapter 6.10 Entitled "Vicious Dog Ordinance" (Supervisor Menetrey)

Supervisor Menetrey gave the staff report. Sheriff Briese noted he was aware of concerns raised in regard to the permitting process and noted there were exemptions. He noted they would create a guide and noted he hoped this would be a deterrent to those individuals who do not currently house multiple pets properly. He noted this would be a tool for the Animal Control Officers (ACO).

Public comment was received by Tina Swartzal/Animal Rescue in Coulterville, who noted that she is aware that this "multiple pet permit" would not apply to her, but noted she still was opposed to it. She felt that it wasn't right that if an individual was reported, the officers would have the right to search their property. She also noted she felt it would limit the number of adoption locations. She noted that she felt this would not shut down puppy mills and that it was an overreach of power. She noted she had spoken to several individuals who were concerned about the power this would give the Sheriff's Office and the Animal Control Office.

Mark Nordine/Resident noted he loves dogs, so much so, he has 10. He noted it's an early warning system for meth heads or mountain lions. He noted that his dogs are happy and healthy, as they have 5 acres fenced in for them. He noted he is a responsible dog owner and is against this permit. He noted he is retired and cannot afford permits. He noted this was a matter of principle as he is not doing anything wrong.

Colleen Rhodes/Resident noted she is here today in support of the county. She noted that the work they do is priceless. She noted the ACO face things the rest of us do not want to see. She noted it needs to be supported by well-written laws and noted this was not a well-written law. She felt that it did not in any way accomplish a purpose. She noted that the provision addressed a constitutional right, specifically the 4th amendment, and emphasized that people have the right to be free from unreasonable searches and seizures. She further noted that when a jurisdiction adopts a new law, it must state a purpose and, in this case, there isn't one. She further noted it had not been narrowly tailored and would be challenged in the Courts for government overreach. She noted that, as written, the Sheriff's Office would lose in court, and the County needs to give them every opportunity to succeed in court. She noted there were less evasive ways to accomplish what the Board was trying to accomplish. She noted that it's under-inclusive as State law already addresses hundreds of animal control laws; for example, Penal Code (PC) 597 gives authority to go after animal abusers. She also noted that the Food and Ag Code gave provisions to achieve this outcome. Ms. Rhodes ended her comments, stating the community can benefit from an aggressive animal control, but that local "statutes cannot trump the constitution."

Nori-Anne Miller/Groomingdales Owner noted this is about education. She noted this should just take talking to these individuals and educating them. She urged the Board to work with people and noted she is here for assistance.

Sheriff Briese, in response to some public comments, noted that any time a drone is used, it must be supported by a search warrant. He noted they need a robust process for handling calls. He noted, in response to Ms. Rhodes, that it was "unfair to play the lawyer" as we are not talking about that, we are discussing a guideline or standard. He further noted that the Sheriff's Office is not just going to search properties "just because." He noted this is to ensure that individuals with more than 10 dogs have a safe location for their dogs, an adequate facility, etc. Furthermore, he felt this could be positive for the community.

Heavy Board discussion ensued around the legality of the multiple pet permit and unlawful search and seizure.

11:05 AM Chair Smallcombe asked the Clerk of the board if outside counsel could push back their time. Ms. Bondshu noted yes, they could push to 11:30 AM

Further Board discussion ensued.

11:35 AM Chair Smallcombe announced there is another method to the closed sessions and there is no longer a timed session.

RESULT:	**Adopted**
MOVER:	District V Supervisor Miles Menetrey
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso
NAYS:	District II Supervisor Poe, District IV Supervisor Kiser

4. **Clerk of the Board**

Approve the Minutes of July 15th, 2025

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

RESULT: **Adopted**

MOVER:	District II Supervisor Shannon Poe
SECONDER:	District IV Supervisor Jenni Kiser
AYES:	District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser
NAYS:	None
ABSTAINED:	District I Supervisor Smallcombe and District V Supervisor Menetrey

5. **Clerk of the Board**

Approve the Minutes of May 20th and August 5th, 2025

Danielle Bondshu gave the staff report and noted she was removing the August 5th approval as it was not attached. No public comment was received.

AMENDED: Removal of August 5th, 2025, not attached.

RESULT:	**Adopted as AMENDED (UNANIMOUS)**
MOVER:	District II Supervisor Shannon Poe
SECONDER:	District III Supervisor Danette Toso
AYES:	District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser
NAYES:	None.
ABSTAINED:	District V Supervisor Menetrey

I. Board Information

None.

J. Closed Session

Chair Smallcobe read all the closed session items. No public comments were received on any of the items.

12:00 PM Chair Smallcombe recessed the Board into closed session.

1. **County Counsel**

CLOSED SESSION: Conference with Legal Counsel; Anticipated Litigation; Significant Exposure to Litigation Pursuant to Subdivision (b) of Government Code section 54956.9.; Number of cases to be discussed: 1

RESULT: CLOSED SESSION HELD

2. **County Counsel**

CLOSED SESSION: Public Employee Employment: Title of Position to Be Filled: Acting County Counsel (Government Code Section 54957 (b) (1))

RESULT: CLOSED SESSION HELD

3. **County Counsel**

CLOSED SESSION: Conference with Legal Counsel; Existing Litigation: Cox v. County of Mariposa; Case No. 1-19-01105-AWI-BAM

RESULT: CLOSED SESSION HELD

4. **County Counsel**

CLOSED SESSION: Conference with Labor Negotiator: Shelline Bennett: Employee Organization Mariposa County Managerial and Confidential Organization (MCMCO)

RESULT: CLOSED SESSION HELD

5. **County Counsel**

CLOSED SESSION: Conference with Real Property Negotiator: Description of Real Property: Assessor Parcel Numbers: 004-160-014 & 004-200-023, Address: 10312/10310 Fiske Rd, Coulterville, CA 95311: Agency Negotiators: Joe Lynch, County Administrative Officer

RESULT: CLOSED SESSION HELD

K. 2:00 PM Reconvene

Chair Smallcombe reconvened the meeting.

1. **Administration**

PUBLIC HEARING: to Consider Submitted Sealed Bids for the Lease of Real Property Located in the Hornitos Area, Commonly Known as Assessor Parcel Number 011-190-011, for the Purpose of Grazing; If the Highest Bid is Accepted, Authorize the Board Chair to Sign a 5-Year Grazing Lease

Robert Stark/Administrative Tech gave the staff report. Joe Lynch expanded on the process.

The Clerk of the Board opened the two-sealed bids. Chair Smallcombe read out the two sealed bids.

- Bid one, received by Richard Ortiz in an amount of $3,007.
- Bid two, received by Larimy Gibson in an amount of $36.50 an acre for a total of $5,584.50

County Counsel confirmed the bids as valid. Chair Smallcombe then opened the floor for oral bids.

Mr. Ortiz bid 5% over Mr. Gibson's bid, totaling $5,863.73. No other oral bids were received.

Chair Smallcombe opened the item for public comment, but none were received.

ACTION: To award the 5-year grazing lease to Richard Ortiz in the amount of $5,584.50.

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

2. **Administration**

Discussion and Possible Direction on the Recruitment for the Position of County Counsel; and Appoint Kevin Briggs as Acting County Counsel with a Salary of $195,653.42, Effective August 22nd, 2025

Joe Lynch/County Administrative Officer, gave the staff report, noting a potential path forward to replacing Former Counsel Wall. He also noted they are recommending full salary to Assistant Counsel Briggs for the acting role since he will be taking on all the work. No public comment was received. Board discussion ensued.

DIRECTION: Staff are to move to seek a recruiter for a full-time County Counsel.

The board moved to the second half of the item.

APPOINTMENT: The Board appointed Kevin Briggs as Acting County Counsel with an effective date of August 22nd, 2025, at a salary of $195,653.42.

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

Report Out

2:28 PM Chair Smallcombe reported that during the closed session, the following took place.

- Closed Session Item 1 - Information was Received, and Direction was Given
- Closed Session Item 2 - Information was Received
- Closed Session Item 3 - Information was Received
- Closed Session Item 4 - Information was Received
- Closed Session Item 5 - Information was Received, and Direction was Given

L. Adjournment

2:31 PM Chair Smallcombe adjourned the meeting in memory of Judith Ann Souza, Norman Hartley, Mary Redmond, and Helen Coats.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-346

MEETING: September 2, 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 II Supervisor Shannon Poe
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 2025-347

MEETING: September 2, 2025

TO: The Board of Supervisors

FROM: Monica Nielsen, Agricultural Commissioner

RE: Approve 2025 Weed Management Area Cooperative Agreement No. 25-0357-000-SG for Fiscal Years 2025/2026, 2026/2027, and 2027/2028 for $119,994 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve 2025 Weed Management Area Cooperative Agreement No. 25-0357-000-SG for Fiscal Years 2025/2026, 2026/2027, and 2027/2028 for $119,994 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement.

Since 2001, Mariposa County has been actively working to control noxious weeds in collaboration with the Sierra–San Joaquin Weed Management Area (WMA). Yosemite National Park has been a longstanding cost-share partner in Mariposa County's noxious weed agreements with the California Department of Food and Agriculture (CDFA). Yosemite National Park has independently treated areas of the Merced River Canyon at its own expense, allowing the Mariposa County Agricultural Commissioner's Office to focus resources on targeted efforts—specifically the Yellow Star Thistle Cost Share Program, as well as the management of Klamath weed, yellow star thistle, and tocalote along road rights-of-way.

Under this agreement, the Mariposa County Agricultural Commissioner's Office will serve as the administrator for the Sierra–San Joaquin WMA.

This agreement supports the continued pursuit of the Mariposa County Agricultural Commissioner's Office's goals and objectives, including the protection of the leading edges of the Sierra National Forest, Stanislaus National Forest, Yosemite National Park, and Mariposa County rangelands. Collaborative efforts with partners such as the U.S. Forest Service, Yosemite National Park, and other stakeholders will focus on the control and abatement of yellow star thistle, tocalote, and Klamath weed, particularly in the Merced River Canyon. The project also includes spot spraying along rights-of-way to prevent the spread of these invasive species and protect critical forest and rangeland ecosystems.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Noxious Weed Program Agreement Amendment, covering the period from July 1, 2023, through December 31, 2027, was approved by Resolution No. 2025-199. This agreement includes the treatment

of yellow star thistle, Klamath weed, and tocalote on county properties and rights-of-way.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Failure to approve this agreement would result in the loss of subvention funds for the Noxious Weed Program and the Sierra–San Joaquin Weed Management Area (WMA), and could negatively impact future collaboration with the National Park Service.

FINANCIAL IMPACT

The subvention amount of $39,998 for this agreement was not included in the FY 2025/2026 budget. However, $39,998 will be included in each of the FY 2026/2027 and FY 2027/2028 budgets, for a total of $119,994 over the duration of the agreement.

ATTACHMENTS

1. Mariposa CDFA WMA Noxious Weed Agreement

VOTE RESULT

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

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev. 8/2024)

COOPERATIVE AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBER
25-0357-000-SG

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME
COUNTY OF MARIPOSA

2. The Agreement Term is: July 1, 2025 through June 30, 2028

3. The maximum amount of this Agreement is: $119,994.00

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

Exhibit A: Recipient and Project Information	2 Page(s)
Exhibit B: General Terms and Conditions	5 Page(s)
Exhibit C: Payment and Budget Provisions	2 Page(s)

Attachments: Scope of Work and Budget

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT

RECIPIENT'S NAME *(Organization's Legal Name)*
COUNTY OF MARIPOSA

BY *(Authorized Signature)*	DATE SIGNED
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS
Post Office Box 905, Mariposa, CA 95338-0905

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY *(Authorized Signature)*	DATE SIGNED
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING
ANDREA PERKINS, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

CJ

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
The Recipient will establish, develop, and maintain Weed Management Area's (WMA) and implement the WMA's integrated weed management plan. California Food and Agricultural Code, Section 7271 (c)(1).

Project Title: 2025 Weed Management Area

2.The Managers for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Trevor Fox	Name:	Monica Nielsen
Division/Branch:	PHPPS / Integrated Pest Control Branch	Organization:	COUNTY OF MARIPOSA
Address:	1220 N Street	Address:	Post Office Box 905
City/State/Zip:	Sacramento, CA	City/State/Zip:	Mariposa, CA 95338-0905
Phone:	916-709-1091	Phone:	209-742-1408
Email Address:	trevor.fox@cdfa.ca.gov	Email Address:	mnielsen@mariposacounty.org

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Jennifer Gordon	Name:	Monica Nielsen
Division/Branch:	PHPPS / Integrated Pest Control Branch	Organization:	County of Mariposa
Address:	1220 N Street	Address:	PO Box 905
City/State/Zip:	Sacramento, CA	City/State/Zip:	Mariposa, CA 95338
Phone:	916-262-1102	Phone:	209-966-2075
Email Address:	jennifer.gordan@cdfa.ca.gov	Email Address:	agcomm@mariposacounty.org

FISCAL CONTACT FOR RECIPIENT (if different from above):
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

4. **RECIPIENT: Please check appropriate box below:**
   Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

   This award ☐ does ☒ does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Approval**
   This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. **Agreement Execution**
   Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

3. **Assignment**
   This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFA Agreement Manager or designee in the form of a formal written amendment.

4. **Governing Law**
   This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

5. **State and Federal Law**
   It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. **Recipient Commitments**
   The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. **Performance and Assurances**
   The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

8. **Mutual Liability**
   Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. **Unenforceable Provision**
   In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

10. Contractors/Consultants

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on 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. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provision*s* of the Fair Employment and Housing Act (Government Code section 12990 *et seq*.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 10000 *et seq*.). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990 (a-f), set forth in Division 4.1 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 Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

13. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach. If the breach is not cured to the satisfaction of the non-breaching party, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations. Timelines associated with notice and curing of material breaches shall be consistent with the timelines outlined in paragraph 17.

16. Acceptable Failure to Perform

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

17. Breach

The parties may be in material breach under this Agreement if they fail to comply with any term of this Agreement, or a party determines that the other party is not implementing the Project in accordance with the provisions of this Agreement, or that a party has failed in any other respect to comply with the provisions of this Agreement. In the event of a material breach, the party identifying the breach shall provide a Notice of Material Breach to the breaching party within fifteen (15) calendar days upon discovery of breach. The breaching party shall have fifteen (15) calendar days from receipt of the notice to notify how it intends to cure the breach. Upon receipt of the proposed cure, the non-breaching party has fifteen (15) days to accept or reject the proposed cure. Upon the non-breaching party's approval of the cure, the breaching party has thirty (30) days to implement the cure. If the breaching party fails to cure the breach within thirty (30) days of the non-breaching party's approval of the cure, the non-breaching party may take the following respective actions:

A. CDFA may suspend payments;
B. CDFA may demand repayment of all funding;
C. Either party may terminate the Agreement
D. CDFA may debar Recipient; or
E. Either party may take any other action deemed necessary to recover costs.

The non-breaching party shall send a Notice of Failure to Cure Material Breach upon its decision to carry out any of these actions. These actions are effective upon issuance of the Notice of Failure to Cure Material Breach, unless the Recipient appeals a Notice of Failure to Cure Material Breach, in which case the effective date falls on the issuance of a final decision on the appeal.

Where CDFA notifies the Recipient of its decision to demand repayment pursuant to this paragraph, the funds that are subject to the demand shall be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

A Notification of Failure to Cure Material Breach may be appealed to CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received the Notice of Failure to Cure

and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Office of Hearing and Appeals
1220 N Street
Sacramento, CA 95814

All notices, communications, and appeals described in this paragraph must be received in writing to be considered timely.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

18. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

19. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

20. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

21. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

22. California State Auditor

This Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years after final payment under the Agreement.

23. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

24. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

25. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. To the extent allowed by law, CDFA determines whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

26. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

27. Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT C
PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.

C. Unless stated in the Scope of Work quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.

D. Unless stated in the Scope of Work a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked “Final Invoice” thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.

B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on IRS’s website regardless of funding source/type.

C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (GSA).

D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.

E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.

2025 WMAGP PROJECT
Sierra-San Joaquin Noxious Weed Alliance
Project Coordinator- Monica Nielsen, Mariposa County

I. Project Plan

Weed Species to be Controlled:
California Code of Regulations Section 4500 Noxious Weed List +Q,A,B rated weed species with specific focus on: Isolated populations early in the invasion curve of establishment/Early Detection Rapid Response (EDRR) of *Aegilops cylindrica* (jointed goatgrass), *Aegilops triuncialis* (barbed goatgrass), Cytisus scoparius (Scotch broom), *Centaurea stoebe* (spotted knapweed), *Chondrilla juncea* (skeletonweed), *Dittrichia graveolens* (stinkweed), *Elymus (Taeniatherum) caput-medusae* (medusahead), *Salsola tragus* (common Russianthistle) *Tribulus terrestris* (puncture vine).

The leading edge of *Centaurea solstitialis* (yellow starthistle) and *Carduus pycnocephalus* (Italian/slender-flowered thistle) will be treated along the Highway 140/Merced River Corridor, where matching funds and agency support from Mother Lode BLM, Sierra and Stanislaus National Forests, and Yosemite National Park are controlling the populations on their respective properties. Few occurrences of both species occur outside of the river canyon area at higher elevations within Yosemite National Park, and will be monitored and treated if plants are found.

WMA Location: The entirety of Mariposa, Madera, and Fresno Counties.

Methodology:
Yosemite National Park Service staff will survey and treat target species. Early detection surveys will be completed to identify and rapidly respond to new infestations of high priority species. Species specifically noted have existing known populations, are early in the invasion curve and establishment, and have a high likelihood of eradication with continued treatments to exhaust seedbanks.

This work will focus on the Highway 140 corridor, along the Merced River within the Motherlode BLM district, Sierra and Stanislaus National Forests, and Yosemite National Park (NPS). Treatment will include treatment on CalTrans right of ways with CalTrans concurrence. Treatments on private land will be made following outreach and with private landowner permissions. Interagency agreements are signed between the participating federal agencies. Treatments will be made in coordination with the Mariposa County Agricultural Commissioner's Office to ensure all activities are permitted and reported appropriately.

Data on plant populations will be tracked using FieldMaps and stored within the Yosemite NP Invasive Plant geodatabase. These data will be shared with CalFlora.org for public accessibility. Herbicide applications will be tracked using Survey123 and with paper datasheets, entered into a locally stored database, and reported through CalAgPermits to the County Agricultural Commissioner per CA Dept. of Pesticide Regulation.

Staff are trained and directed by a CA QAC holder. Plant identification for target species and special status plants are confirmed by senior biologists. Special Status Plants are surveyed and protected to ensure no non-target impacts occur while treating invasive plants. All work conducted on federal lands are made following applicable NEPA plans, either Environmental Assessments or Categorical Exclusions. These documents further guide specific mitigations to cultural, wildlife, and other sensitive resources.

Weed Removal/Control Techniques(s):
Treatments will be made using backpack sprayers or truck mounted pump assisted sprayers or by manual removal including hand pulling, shovel shearing, hoeing, grubbing, etc.

The objectives for yellow star thistle and Italian thistle treatment are to contain these to existing populations within the Merced River corridor, and stop the leading edge of the populations outside of their established area. New populations have been observed in isolated locations along Highway 140 that are being spread by road maintenance. Treatments of these populations will prevent their spread up slope into surrounding USFS and NPS land. The will be treated with aminopyralid by backpack or truck mounted sprayers. Isolated populations may be handpulled or shovel sheared.

The objectives of medusahead treatment are to eradicate all known populations within the project area. One of four known locations retains some individuals, with three of four locations showing no plants found as of 2024. Each site will be monitored in 2025-2028, and any individuals treated. The main treatment method is hand removal, as previous chemical herbicide applications have successfully reduced populations.

The objective of rush skeleton weed treatment is to eradicate the plant by 2028 in the single known location of the project area along the continuation of Highway 140 in Yosemite National Park. While the population has been reduced each year 2019-2024, some individuals were discovered and treated in 2024 indicating a persistent seed bank. The main treatment method is chemical herbicide application of aminopyralid, though handpulling may be implemented if few individuals found.

The objective of cylindric and barbed goat grass treatments is to eradicate both species by 2028 within the project area. Both species are found only in one location, cylindric goat grass near El Portal, and barbed goat grass in Yosemite off of Big Oak Flat Rd. The main treatment method is chemical application of rimsulfuron in the fall (early season for these species) and with aminopyralid in the spring-early summer (at the time of seed head development) for barbed goat grass and handpulling of mature individuals of cylindric goat grass.

The objective of spotted knapweed treatments is to eradicate several populations, contain the existing population from spread into surrounding areas, and to continue to reduce the seedbank of an established population. This species is found near Foresta. Past treatments have successfully contained and halted the spread of the plant, but require long term treatment to ensure eradication of the seed bank. The main treatment method is chemical herbicide application of aminopyralid.

Additional targets may employ a combination of glyphosate, imazapyr, triclopyr, or chlorsulfuron and/or manual treatments. No other chemical herbicides will be employed. Other species will be targeted, but the majority of staff time will focus on the above. All noted species will be included in EDRR surveys, and rapid response will be implemented if any new populations are found within the project area.

II. Reporting

Grant recipients will be required to submit quarterly invoices and report to CDFA. Reports will be submitted utilizing the reporting template. Reports are due on the dates below.

Quarterly Reports (Due one month after end of each quarter)	October 31, 2025, 2026, 2027 January 31, 2026, 2027, 2028 April 30, 2026, 2027, 2028 July 31, 2027, 2028
Final Date to Complete Field Work	June 30, 2028
Final Report	July 31, 2028

Final project reports are required 30 days after project completion, no later than July 31, 2028. Final project reports should include detailed information on project results and include photos of field work showing progress (before/after photos).

2025 WMAGP Reporting and Mapping Template
State of California
Department of Food and Agriculture
WMA-24-004

Project Information	
Recipient Organization Name:	
Project Title:	
CDFA Grant Number:	
Recipient's Project Contact	
Name:	
Phone:	
Email:	
Project Report Information	
Report Type:	Progress Report
Reporting Period:	**Start Date:** **End Date:**

Grant Report Items to Consider (check all that apply)

___ Invoice Prepared and Submitted
___ Evidence of CEQA compliance met (within three months) and sent to CDFA
___ Evidence of work documented sent to CDFA (see details below)
___ Evidence of MOU submitted by month six.

Accomplishments

1. Estimate the total percentage (%) of work completed on this project..... 0%

2. List each Objective in your project. Describe your activities and accomplishments for this reporting period. Add more rows as needed.

#	Objective	Activity and Accomplishment
1		
2		
3		
4		
5		

Challenges and Developments

3. Describe any challenges or delays that occurred during this reporting period and the corrective actions and/or changes to the project as a result. Add more rows as needed.

Challenge	Corrective Action and/or Project Change

4. Describe any positive developments that have occurred outside of the project's original intent that you experienced during this reporting period and any project changes as a result. Add more rows as needed.

Positive Development	Project Change

Work Documented – Weed locations

5. If your WMA is documenting work in Calflora can be sent to CDFA by providing an email showing receipt of data by Calflora to pdas@cdfa.ca.gov. When choosing this option, you must adhere to the mapping guidelines below.

6. Alternatively, you may send your work files/data/shapefiles directly to CDFA by submitting data in accordance with the guidelines listed in the mapping section below. Contact pdas@cdfa.ca.gov if you have questions or need assistance reporting your data.

   Payment of invoices is dependent on the submission of mapping data for the time period covered in this report

   ☐ I Understand the above and will report my mapping uploads using the table below

Date submitted	Uploaded to (Calflora or PDAS)	Date range of uploaded observations

APPLICANT SIGNATURE_____ Date _____

Other Items/Explanations (if needed)

Include any other items here.

Mapping Guidelines

Applicants who are not sending their mapping data directly to PDAS should utilize Calflora per the directions below. If not using Calflora, applicants should still adhere to the data field guidelines when submitting data directly to PDAS.

Calflora

- Calflora is user friendly and free to make an account
- Add photos
- Collect data on a mobile device and edit data at the office
- Field staff make individual observations which can be edited by a group's "data Czar"
- Stacked history for repeat visits to known populations
- Can obscure observations to maintain public confidentiality.
- Batch editing
- Easy to share with CDFA
- CDFA will upload all observations on your behalf, if you don't use Calflora. As such, you will not have direct control over your observations that CDFA uploads.

How to submit your data

If using Calflora:

1. Invite PDAS (PDAS@CDFA.CA.gov) to the group where data is being managed.
2. Email PDAS that your data for the quarter is ready. Include dates from the first observation to the last observation.
3. Send a Calflora link that contains the observations you would like to share with PDAS. Example of 2019 PDAS observations: https://www.calflora.org/entry/myobserv.html#srch=t&before=2020&after=2019-01-01&cols=b&mx=1000&inat=f
4. PDAS will download your records and upload to the CDFA internal database.
5. If space in your group is limited, feel free to remove PDAS from your group after PDAS has confirmed they downloaded your data.

If not using Calflora:

1. Email PDAS (PDAS@CDFA.CA.gov) with whatever format your data was stored in.
2. PDAS will upload your data to the internal CDFA database.
3. PDAS will upload your records to Calflora on your behalf. Sensitive records can be obscured or kept private, depending on the “access” field.

Fields

If not submitting via Calflora, we will provide an excel document with these fields for submission to PDAS.

Field	Definition	Example
ID	The unique number tied to Calflora Observation	io54964
History	This field pertains to records that are linked to each other in a history stack. This will be the record identifier of the oldest record in the stack. Required if using history stacking.	io54964
Access*	• Private-Observation will not be public. • Obscured- Public location is moved to the center of the quarter quadrangle. • Published-publicly available.	Obscured
Taxon*	Scientific name of the weed.	*Ailanthus altissima*

Common Name*	Common name of the weed.	Tree of Heaven
Date*	Date the weed was observed and treated.	2024/08/23
Observer*	Name of the staff member or agency that observed and treated a weed.	CDFA
Location Description*	Description of the location the weed was observed at.	Heavily infested grassy pasture
Number of Plants*	Number of plants at location	4
Management Status*	The current management status of the weed. Use “reported” if observation is visited for the first time or “managed” for weeds with ongoing management. • Reported • Verified • Searched for but not found • Extirpated • Managed	Reported
Identification*	The method of which a plant was identified. • Recognized from prior determination • Compared with herbarium specimens • Keyed in a botanical reference • compared with taxonomic descriptions • Compared with photos • Compared with herbarium specimens • Identification confirmed by an expert • Identification from PlantNet	Identification confirmed by an expert
Notes	Open Response text for nonrequired information	Population halved from previous year
Latitude*	The center of the patch, expressed in decimal latitude and longitude.	39.73701

Longitude*	The center of the patch, expressed in decimal latitude and longitude.	-121.828

Fields marked with an asterisk “*” are required fields

COUNTY LETTERHEAD

SUBMIT MONTHLY TO: CDFA.PHPPS_IPCB_Invoices@cdfa.ca.gov

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
INTEGRATED PEST CONTROL BRANCH
1220 N STREET Rm 214
SACRAMENTO CA 95814

REMIT PAYMENT TO: (County Information)

Agreement Name:	
Agreement Number:	
Agreement Amount:	

For State Use Only	
Date Approved:	
Approved by:	
Account Code:	
Agreement No.	
Program Code:	
Fiscal Year:	
Amount:	

Date:	
County:	
Amount Billed to Date	
Invoice #	
Billing Period:	**From:** **To:** (Example: From Jan 1, 20XX To Mar 31, 20XX)

(Rev. x/xxxx)

PERSONNEL COSTS

	Employee Name	Classification Title		Hours	Hourly Rate w/o Benefits	Benefit Rate (%)	Salary	Services Performed	Detection vs Non-Detection	# of OT Hours Worked	Indirect Cost (Max 25%)	# of Site Lcts	Acres/Units	Samples	Total Costs
1															
2															
3															
4															
5															
		TOTALS		0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00		0.00

OPERATING EXPENSES

	Description (type of supply or expense)	Total Cost
1	Travel****	$0.00
2	Printing	$0.00
3	Postage/Freight	$0.00
4	Miscellaneous Field Supplies	$0.00
5	Miscellaneous Office Supplies	$0.00
6	Contractual Costs (please describe)	$0.00
7	Other Items of expense (please describe)	$0.00
8	Other Items of expense (please describe)	$0.00
	TOTAL OPERATING EXPENSES:	**$0.00**

VEHICLE OPERATIONS

	Total Mileage	Mileage Rate ***	Total Cost
County Vehicles	0.00	$0.000	$0.00
State Vehicles	0.00	$0.000	$0.00
Leased Vehicles	0.00	$0.000	$0.00
TOTAL VEHICLE OPERATIONS:			**$0.00**

Total: $0.00

COMMENTS:

*** Hourly Rate must include Hourly Wage and Benefit Rate.**
**** Overhead percent is eligible, may fluctuate per county and must not exceed 25%**
***** Mileage rates: County vehicle = Not to exceed $0.655 per mile. After January 1, 2024 $0.67. After January 1, 2025 $0.70**
Per federal audit guidelines, this rate cannot be exceeded.
However, if your county's internal policy uses a lower rate, that rate may be applied.
State-owned vehicle = $0.285 per mile.
****** Not more than 10% of the award may be used for meetings, travel, administration and coordination costs (Refer to page 5 of Noxious Weed Grant Program RFP booklet)**

2025 - 2028 WMAGP Budget

Sierra-San Joaquin Noxious Weed Alliance, Project Coordinator Monica Nielsen, Mariposa County Agricultural Commissior's Office

July 1, 2025 - June 30, 2028

WMA-24-003 STATE OF CALIFORNIA California Department of Food and Agriculture

	CDFA Funding July 1,2025 - June 30 2026	CDFA Funding July 1,2026 - June 30, 2027	CDFA Funding July 1,2027 - June 30 2028	Cost Share
Personnel Services				
Mariposa County Agricultural Commissioner				$2917.80
Subtotal Personnel Exp.	$0.00	$0.00	$0.00	$2917.80
Operating Expenses				
Supplies: (must be itemized)				
PPE (Gloves, eye protection, etc.)	$0.00	$0.00	$0.00	$800.00
Application Equipment (sprayers, parts, etc.)	$0.00	$0.00	$0.00	$3000.00
Equipment: (must be itemized)				
	$0.00	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00	$0.00
Herbicides: (must be itemized)				
Type: Aminopyralid Amount: Cost:				$600.00
Type: Rimsulfuron Amount: Cost:				$600.00
Type: Glyphosate Amount: Cost:				$600.00
Other/ Contractor				
Contract Noxious Weed Services NPS, PCB and NPS Programs	$39973.00	$39973.00	$39973.00	$29959.89
	$0.00	$0.00	$0.00	$0.00
Mileage for Weed Control $0.70 x (5000 miles/year)	$0.00	$0.00	$0.00	$0.00
Subtotal Operation Exp.	$39973.00	$39973.00	$39973.00	$35559.89
Allowable Costs: (Not more than 10% of the award may be used for meetings, travel, administration, and coordination costs - i.e. $40,000 CDFA Funding award total has max of $4,000 for all combined)				
Meetings	$25.00	$25.00	$25.00	$75.00
Travel	$0.00	$0.00	$0.00	$0.00
Coordination	$0.00	$0.00	$0.00	$0.00
Mileage for Meetings, Training, Coordination $0.67 x (Miles)	$0.00	$0.00	$0.00	$0.00
Subtotal	$25.00	$25.00	$25.00	$75.00
Indirect* (Max 10% of Personnel Costs)	$0.00	$0.00	$0.00	$0.00
Total	$0.00	$0.00	$0.00	$0.00
Grant Total CDFA Funding	**$39998.00**	**$39998.00**	**$39998.00**	
Grant Total Cost Share				**$38552.69**

☐

*** If claiming less than 10% max Indirect Cost Rate please check this box:**

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: September 2, 2025

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Approve the Minutes of April 15th, May 6th, June 3rd, June 17th, July 1st, and August 11th, 2025

RECOMMENDATION AND JUSTIFICATION

Approve the Minutes of April 15th, May 6th, June 3rd, June 17th, July 1st, and August 11th, 2025

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board routinely approves their meeting minutes.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and these minutes will remain in draft status forever.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **CA041525-DRAFT**
2. **CA061725-DRAFT**
3. **CA050625-DRAFT**
4. **CA060325-DRAFT**
5. **CA070125-DRAFT**
6. **CA081125 - Special -DRAFT**

VOTE RESULT

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

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
APRIL 15, 2025

A. 9:00 AM Called 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

Chris Bernard/County Fire introduced Larry Pendarvis/County Fire/CAL FIRE Division Chief. He explained that Chief Pendarvis previously worked in Mariposa but was most recently stationed in Tulare.

Chief Pendarvis mentioned what an honor and privilege it is to work for Mariposa. Chair Smallcombe gave kudos to Chief Bernard for his work during the interim.

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

Chair Smallcombe read the consent agenda note.

Public comment was received by Mike Brusa/Resident on CA. 1. He explained that the founding fathers never intended for the Bill of Rights to be applied to the states because each state has their own governance. He explained there has been a dismantling of the republic in the states, which has long been destroyed by the tinkering of politicians. He expressed his displeasure of applying local ordinances for camping because they

are violating the 8th amendment for cruel and unusual punishment. He mentioned the district courts did not exist until later so for many years the lower courts dominated that conversation until the Supreme Court took it up. He explained that in the case of Martin vs. Boise, there was no decision from the Supreme Court concerning whether it violated the amendment.

In response to a question from Supervisor Poe on CA. 7, Kristina Keheley/Director of the Health and Human Services Agency (HHSA) explained that the contract was not pursued by the Copperpot Café, but that they needed to extend the contract to carry them for a month until the new contract where they would be serving out of the Veterans of Foreign Wars (VFW) hall is active. She also answered that if HHSA could get the Greeley Hill location set up appropriately, they would be able to serve meals out of it.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District V Supervisor Miles Menetrey
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

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Administration**

Receive the List of Recent Budget Actions Approved by the County Administrative Officer (CAO) and County Auditor in March of 2025 Pursuant to the County Budget Control and Fiscal Management Policy

CA3. **Health and Human Services Agency**

Approve an Agreement with Central Star Behavioral Health, Inc. (Bakersfield) in the Amount of $200,000 for Inpatient Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA4. **Health and Human Services Agency**

Approve an Agreement with Central Star Behavioral, Inc. (Fresno) in the Amount of $200,000 for Inpatient Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA5. **Health and Human Services Agency**

Approve the Allocation of One (1) Environmental Health Specialist I/II Position and Eliminate One (1) Senior Environmental Health Specialist in the Health and Human Services Agency Department, Effective Immediately

CA6. **Health and Human Services Agency**

Approve Acceptance of the Alliance Housing Fund Grant Award in an Amount Not to Exceed $164,963; Approve Budget Action Receiving Unanticipated Fiscal Year 2025 Revenue ($164,963); and

Authorize the Board of Supervisors Chair to Sign the Agreement and Any Subsequent Amendments or Related Documents Necessary for this Grant (4/5ths Vote Required) (Subject to Approval as to Legal Form by County Counsel)

CA7. **Health and Human Services Agency**

Approve Second Amendment to the Agreement with The Copperpot Café, LLC, Increasing the Amount by $20,000 to a New Amount Not to Exceed $75,000 for Dining Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA8. **Planning**

Approve Budget Action Transferring Funds within the Planning Department Budget for the Mariposa Creek Parkway Phase II Public Access and Restoration Project ($145,792)(4/5ths Vote Required)

CA9. **Probation**

Approve a Three (3) Year Agreement with SCRAM of California, Inc. for the Purpose of Delivering 24 Hours Per Day, Seven Days Per Week, GPS and Alcohol Monitoring of Participants, in an Amount Not to Exceed $75,000 Annually; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA10. **Public Works**

Approve Second Amendment to Agreement with Provost and Pritchard Consulting Group for Design Services for Mariposa Creek Parkway Phase III, Extending the Term to June 30th, 2028; and Authorize the Board Supervisors Chair to Sign the Amendment

CA11. **Treasurer/Tax Collector/County Clerk**

Approve an Agreement with the Secretary of State for Help America Vote Act (HAVA) Funds in an Amount Not to Exceed $15,780.00 to Enhance Election Technology and Make Election Security Improvements; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA12. **Air Pollution Control District (APCD)**

Ratify the Acceptance of the Grant Agreement Signed by the Air Pollution Control Officer on December 29, 2022, in the Amount of $136,096.30 for the Ongoing Implementation of Assembly Bill 617 (AB617) and Expend the Funds in Accordance with the Grant Agreement (G22-MCAP-11), AB617 and CARB Requirements (4/5ths Vote Required)

E. Items removed from Consent Agenda

None.

F. Departmental Presentation

Kari Kisela/Chamber of Commerce reminded the Board and public that they were seeking participants for the Butterfly Parade. She explained that people could register online and that the deadline was Thursday May

1st, since the parade would be on May 3rd. She also noted that April 26th would be the Future Farmers of America (FFA) Dinner Dance and that tickets were also available online.

G. Public Comment on Non-Agenda Items

Public comment was received by Marvin Wells/Resident, who highlighted the problem of mistletoe killing oak trees in the County. He expressed his faith in the Board and community members' ability to find a solution. He suggested working with University of California (UC) Merced research programs or investors who could develop a patent with Mariposa to make some money off whatever invented solution there might be. Chair Smallcombe shared that Fadzayi Mashiri had introduced her to a colleague at Cornell who may have an understanding of whether there was a causal relationship between specific oak trees and mistletoe. Mr. Wells implored them both to look into this, to which Chair Smallcombe agreed.

Jonathan Noel/Resident suggested that when the Pacific Gas and Electric (PG&E) tree trimmers are at work that perhaps they could cut the mistletoe down as well.

Mike Brusa explained that the above type of conversation was how myths and philosophies of government start. He stated that he doesn't know if mistletoe causes the death of oak trees or if it is rising aluminum. He explained that his point is that people believe if the government doesn't complete these types of tasks, then it doesn't get done. He also suggested that the government uses that as an excuse and creates these myths themselves. He stated that people need to examine the billions of dollars that are being spent on propaganda and indoctrination, and explained that he doesn't think the government should offer any services because when the government offers help, it always comes with so many strings they don't disclose. He mentioned that, normally, people adopt myths that support their own philosophy, like that you can get what you want through force and the jail and court system. He explained that plea bargaining creates an unfair environment in the legal system and that the Bill of Rights does not belong in the states for similar reasons. He mentioned that myths need to be examined, like how money is always needed to solve a problem, but you get that money from taking funding from some other project.

H. Board Recognitions

1. **Planning**

   Acknowledge the Service of the AmeriCorps NCCC Crew for Three Months of Work in Mariposa County

Will Fassett/Community Design and Development Planner gave the staff report. He mentioned the organizations with which the NCCC Crew worked with and which projects they completed, highlighting that they replanted two historic rose bushes, brushed and cleared 14 miles along the Merced River trail, painted two houses, and built a shed with UC Merced. He thanked the AmeriCorps crew for all their hard work and dedication, and Camp Krem for hosting this crew and others over the years.

Public comment was received from Megan Yung/AmeriCorps member from Sunnyville, CA, who explained that she now lives in Austin, Texas and had been working with this AmeriCorps team for six months at that point. She mentioned that Mariposa County had been one of their highlights and that they were remiss they would not get to see the final result of their work. She commented she had been to Mariposa before with her family. She thanked all the partners they worked with, including Master Gardeners, Camp Krem, the Bureau

of Land Management (BLM), UC Merced field station, Will Fassett and Ben Goger from the County, and all the landowners. She explained that they learned critical life skills, like how to extract weeds, sow seeds, and build fences. She highlighted her favorite activity, the Merced River clean up, and other ways that the community impacted her, such as Happy Goat and Sticks Coffee. She expressed she hoped that their next project would give them as many skills as their time here in Mariposa had.

Chair Smallcombe and Supervisor Poe gave kudos to the AmeriCorps team. No public comment was received.

RESULT: PRESENTATION HELD

I. Regular Agenda Items

1. **Clerk of the Board**

Waive the Second Reading and Adopt an Ordinance Amending Chapter 2.38 of the Mariposa County Code Titled "Department of Human Services," Amendment to Include Title Change to "Health and Human Services Agency"

Danielle Bondshu/Clerk of the Board gave the staff report.

Joe Lynch/County Administrative Officer explained that they never changed the title of the Health and Human Services Agency, so this Ordinance Amendment would update that as well from 2017.

Public comment was received by Mike Brusa, who expressed his hope that adding 'Health' to the agency name was going to help people recognize the fraud that was perpetrated by the government during COVID-19. He explained that people need to reexamine that what happened was that the virus was created and not natural, and that the government agencies have not acknowledged that yet. He mentioned that more than spending needs to be addressed by COVID-19, but that the discussion of its creation needs to be had with every department across the country so as to not hide from our problems.

RESULT: **Adopted (UNANIMOUS)**
MOVER: District V Supervisor Miles Menetrey
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

2. **Administration**

Discussion and Possible Direction on the Financial Options for the Sheriff's Headquarters Build

Chair Smallcombe noted the County received a presentation from Vanir Construction Management outlining possible financing options at their April 1st, 2025, meeting, and the Board directed staff to bring back a report on payment and potential financing operations. She reported that on April 8th, the Sheriff initiated a citizens' initiative to raise the sales tax by 0.5 percent, but subsequently withdrew it.

Joe Lynch gave a PowerPoint presentation. He explained that the total amount needed to cover the cost of the Sheriff's Headquarters would need to be enough to support the building over the course of its whole life, meaning 3.5 million dollars a year for 30 years. He gave the five financial options for raising this money, but clarified that option four, braided funds, was unrealistic because it would not be secure enough to get

developers to sign. He also mentioned that some of the other options are to increase Transient Occupancy Tax (TOT) in part or in full to support the 3.5 million dollars a year needed, but that Mariposa County already has the second-highest TOT rate, and that the Board could not put that increase into effect without a vote by the people.

Public comment was received by Mike Brusa, who said this item exposed the dilemma the government has because of the model that was chosen. He stated they wouldn't have to discuss financing options like raising taxes for expanding Pioneer Grocery. He explained there is an issue with raising taxes, but that the most important department is the Sheriff's Office. He suggested that instead, they could sell the old buildings or save the rent. He explained he understands that once the County owns something, they don't like to sell it, but he emphasized that the Sheriff's Office is critical.

Sheriff Briese explained he ceased pushing the initiative because it was rushed, and the citizens needed to be educated and informed. He mentioned that core functions are what society revolves around, and it is about more than just law enforcement. He stated that when deaths occur, frustration from court orders, dog licenses, evictions, the Sheriff's Office is there to help. He asked if not now, then when would be the best time, and acknowledged that the community had a hard decision to make. He clarified that he inherited this problem and that it was a need. He mentioned that the decision is on the Board and the community, and that they need the space to continue to grow. He referenced increases in tech crimes and predators online, one of which was going to get arrested that morning. He summarized that the community doesn't always see how much they do because they do a good job of keeping the bad guys away.

Jacob Hawley expressed his gratitude for the presentation. He explained that the Sheriff's Office serves the community, so it is important to look at this as a community issue.

Supervisor Poe asked if the County knows what percentage of John C Fremont is paid for by tourists from the general sales tax collected on any purchase in Mariposa. He mentioned he could agree that tourists would pay a significant portion of the TOT tax, but that he would hate to see taxes raised. In response to a question from Supervisor Poe, Mr. Lynch said he would work on bringing an item back of the number of short-term rentals that pay the highest TOT and how many of those were Mariposa County owners. Chair Smallcombe agreed that they would not want to impact residents as many had short-term rentals for their retirement plan.

Supervisor Menetrey expressed his appreciation that they were not trying to get it on the fall ballot measure because he wanted the community to understand the need for this project. He mentioned that TOT is just one line on the receipt and there are many other taxes. He inquired if they could create a tax for, specifically, the Sheriff's need for a new headquarters because he believes a 30-year commitment tied to TOT is iffy, since without the park, TOT drops. He explained that this would require town halls, the Sheriff to go around districts to talk about the budget and the need, and to ask for ideas from the community. He said he did not want to pull the trigger on this right then.

Mr. Lynch explained that this item was not designed to select one of the five options; instead, it was intended to gather more information and explore other ideas. He mentioned that he and his staff needed direction on what to bring back next, as the next election would be in June 2026. In response to a question from Supervisor Poe, Mr. Lynch explained that the premise is that the surety of the purchase would come in 30 years, whether it is a fixed rate or variable rate, but with this size of risk, it would be a fixed rate. He said they could bring that back as an option, and that they can typically always refinance, but that could change in the future.

Supervisor Poe suggested taking some pictures of the "cargo container" they live in, so they can see how bad it is, much like his grandma's old garage.

Supervisor Kiser expressed the importance of educating the community since it was a $105 million dollar ask at the end of the day. She noted that two of the options provided a $500,000 cushion, but it didn't feel viable when considering the need to factor in additional insurance. Therefore, she would like to see a larger gap. She expressed interest in viewing a list and map of County-owned properties, but noted that the County should consider the feasibility of the sale. She explained that with a shrinking community, people don't want to allow more short-term rentals here. She asked if the building would be sustainable over a period of time, what risk factors there are, and how the gap pencils out. She mentioned they don't have developers to finance at this point, any other options that could soften the upfront cost, or other projects planned in the future. Mr. Lynch answered her question, saying the County would own the building, although its payments would be called rent.

Mr. Lynch elaborated that 5 percent is only $0.50 on $100 and that, in the same 30 years, the County could save one percent of its budget and raise $6 billion dollars. He said the Administration Department would bring back all of those options. He mentioned whether non-general or variable funds could bring the rate even lower. He explained that if voters approve TOT, it would guarantee 30 years, and the interest rate would go down because of less risk. He stated that Administration was working with Vanir to finalize numbers with interest rates.

Chair Smallcombe mentioned that since TOT was 12 percent then, the increase would be 1.5 percent making the new total 13.5 percent. She noted that the rest of the day would be budget conversations, and noticed that the director of Public Works was looking at the distribution of Measure M funds in order to bring roads up to a higher index. She recommended looking at other means of raising funding to not let the roads deteriorate. She inquired if it was possible to consider an incremental approach to the new HQ instead of committing to a full amount that day. She acknowledged that the current facilities were pretty dismal, but asked if there had to be 47 or if they could move them temporarily and then build on them.

Mr. Lynch explained part of the goal is to stop having all the additional buildings and emphasized that it would never be cheaper to build than it was that day. He agreed he would work with the Sheriff to see if he was willing to bring back other options. Chair Smallcombe summarized that the options are bond financing, TOT increases, or sales tax increases. She suggested they continue the conversation with a view to understanding what the public's goals are.

Mr. Lynch agreed that the core of the problem is the size of the County, and that it is not a revenue problem, but an expense and size problem. He explained that since Mariposa County owns 4200 acres of property, the County in turn does not get the benefit of receiving those property taxes. He mentioned they have to think about what the right size would be, and that the County has plenty of revenue to solve the road issues. He also expressed that the right size of staff is important because the County has grown to pay its employees 10 million dollars annually. He said they have plenty of funds in a capital plan to afford all of that, but that for almost a decade, they haven't eclipsed 419 employees. He mentioned another priority to look into is a new headquarters for the Probation department. He also noted the Ferguson slide company had requested to rent a County parcel of 190 acres for five years while they were contracted to work on the rock slide. The County has been attempting to determine the value of such a lease and had gotten answers of between one and five thousand dollars.

In response to a question from Supervisor Poe, Mr. Lynch guessed that the value of the 4200 acres the County owned was probably not in the billions. He explained valuing those properties was part of what Supervisor Kiser said she would be working on and what he was working on with Vincent Kehoe/Assessor-Recorder, in order to right-size the County by evaluating what was owned and what the County was responsible for.

Supervisor Poe explained it was an important topic for him, because the two departments he thought were the most important are Public Works and the Sheriff's department. He mentioned the $60 million dollars needed for the 60 miles of roads, but that they would need to double that cost or more for gravel. He acknowledged the Sheriff's Office needed a new facility, and expressed his surprise that the County didn't know the answers to a lot of their questions. He explained that the reports in the next item would analyze for the public where the rises were and where the differences were with the spending in the County.

Supervisor Toso mentioned that this was a great discussion and that there needed to be another facility. She suggested they give tours to the public to let people see how bad it was.

Supervisor Kiser mentioned that the kids also need fields. She said she worked hard to get public engagement in these conversations. She asked how to solve where the funding stood with expenses going up.

Mr. Lynch explained it would not be abnormal to have a housing development team come in to put in parks and fields. He suggested they start putting together a list of wants and start engaging in those different things to make the community better, not just with walking paths. In response to a comment from Chair Smallcombe, Mr. Lynch explained that they would develop a portfolio to help solve the workforce housing issue, but that they needed to get through the first year of balancing the budget, like by balancing the number of properties and vehicles.

Chair Smallcombe added that the amount of specific, unusable fund accounts needed to be looked at as well.

DIRECTION: Board directed staff to bring back more financing options after the budget was balanced and approved for Fiscal Year (FY) 25-26.

RESULT: DIRECTION GIVEN

3. **Administration**

Budget Study Session Regarding Fiscal Year 2025-2026 (FY26) Budget Requests

Joe Lynch gave the staff report. He explained that typically a budget is a well-studied, best guesstimate of what would be spent in the next fiscal year (FY) based off history. He mentioned that basically, in this first budget study session, each department looks at 2025 and prepares what they intend to spend and what they intend to receive in revenue. He then said if the ask is greater than the revenue, that results in a deficit or what he likes to call a gap where departments are asking for an amount greater than what is expected to bring in. He explained the initial gap was around 9 million dollars, meaning departments had requested 9 million dollars more than the County had projected in revenue. He explained that the greatest expenses were increases in salaries and benefits and staff size, but operational expenses had not gone up. He mentioned the loss of service in Mariposa, like the DMV losing hours and the shift in CHP, and in order to keep the staff size where they were at and salaries increasing, they have to cut the services that the County has, but he said that that was not going to solve the problem because it is not sustainable.

Public comment was received by Jonathan Noel, who mentioned that the County knows what it spent on the 24/25 cost of living increase on materials and labor. He explained that individuals get a raise every year negotiated in their contract. He said Administration could figure out what that increase is projected to be every 4 years and yearly with the labor force, like how it is known it costs a million dollars a mile to pave something. He said to look at the costs last year and see what the difference in the cost of living is and if it is figured out to be 10% by the department heads, they would probably have so many notes. He mentioned that he doesn't like to hear about wages and benefits because it has to be a part of the budget, and it's got to be upfront. He appreciates that because he has a son that works in law enforcement who is planning to build something in the next two years, but costs just keep going up. He said it is tricky, but they have to get a new headquarters soon, and hopes maybe the department heads can work with the Board to come to a plan.

Mike Brusa looked at budgets all the time. He guessed that the County's budget is probably like a school's budget in terms of salaries. He said the government would love to just look at that for cuts because departments are pressured by the benefits since the government has a coercive monopoly. He mentioned there is a dilemma in educating the public, because you can raise taxes and do other things, but that is what makes people angry; especially all the lying and fraud being perpetrated. He explained that in terms of a budget, you have to prioritize which services are the most important and admitted that he has no idea what kind of money the County has. He mentioned that if the County sold their extra laden they would be out of debt because he estimated it to be some trillion dollars. He stated that schools have gotten more money than they ever have before, but that it is not the same boat; same ocean but different boat.

Library
Matt Johnson/Library gave the staff report. Supervisors Menetrey, Kiser, and Toso gave kudos to Mr. Johnson. Board discussion ensued.

UCCE
Fadzayi Mashiri/UCCE Coordinator gave a PowerPoint presentation. Chair Smallcombe gave kudos to Ms. Mashiri.

11:42 AM Chair Smallcombe recessed the meeting for a five-minute break and reconvened at **11:47 AM.**

Public Works and Transportation Department
Shannon Hansen/Director of Public Works and Transportation and Joe Williams/Roads and Bridges Manager gave a PowerPoint presentation. No public comment was received on this presentation.

In response to a question from Supervisor Kiser, Ms. Hansen explained that Caltrans was currently knocking on their door and asking why they only have one bridge done with their funding. She explained that it was a major concern for her, but she didn't know which way they would be reacting. Supervisor Kiser agreed that it did not have to do with the consultants but that there was no employee to help the consultants or push them.

Supervisor Poe stated that the roads in his and Supervisor Toso's districts were bad. He said there were some single-digit roads in the County, and that if they didn't start putting money into them now, they were all going to start failing more. He estimated about 10 million dollars would be needed just to play catch-up, and this situation would affect the budget every year after that.

In response to a question from Supervisor Menetrey, Leigh Westerlund/Assistant County Administrative Officer said the amount dedicated from the budget to the Amador agreement was 1.48 million dollars in FY 2025, and would be 1.4 million dollars for FY 2026.

In response to a question from Supervisor Menetrey, Mr. Lynch explained for Measure M funds, there is additional money for the County, but it is all spoken for. He said since those departments have the largest budget to fill, the remainder gets split between County Fire, the Sheriff's Office, and Public Works. He explained that Measure M would not be the solution for Public Works, just more funding, and that Measure M is secure.

In response to questions from Supervisor Kiser, Mr. Lynch explained that it was only in the last year that they recreated the distribution to be able to track percentages for transparency. Ms. Westerlund went on to describe that Measure M was passed as a general-purpose revenue to supplement the expenses that were occurring due to the increasing services they needed to supply for the visiting population.

Chair Smallcombe thanked Ms. Hansen and her team for pursuing the prop 218 process because they have not been able to move forward with those rate increases. She mentioned that at some point, the Board would ask Administration to talk about pursuing grants and evaluating if the County has enough staff to see those grants to fruition. Supervisor Toso agreed that she would love to hear about those plans.

Mr. Lynch mentioned he believed a new engineer for the Public Works Department was the most important task of the entire budget season for roads. He explained that after receiving grants they would be able to actually use them, and mentioned that it was time Mariposa started taking care of its roads.

12:39 PM Chair Smallcombe recessed the Board meeting for a brief break and reconvened at **1:17 PM.**

Building Department
Corrina Miranda/Interim Building Director gave a PowerPoint presentation.

In response to questions from Supervisor Menetrey and Poe, Ms. Miranda explained that they would be requesting a part-time building inspector two to three times per week. She also agreed with him that the permit fees had increased significantly since 2013, and during COVID-19, they had received fewer permits. She also explained that they would have to run the numbers year to year in order to see an income increase or decrease post the permit fee restructuring.

Further Board discussion ensued.

Planning Department
Ben Goger/Senior Planner gave a PowerPoint presentation. Board discussion ensued.

In responses to comments from Carol Suggs/Administrative Analyst, Mr. Lynch explained that the Planning Department used to have only 13 employees and has gained 4 more employees in the last few years. He said considering the deficit, they need to put that work on the staff we already have.

In response to a question from Supervisor Menetrey about funds, Mr. Goger explained that in anticipation of deficits, they started cranking down on some grant programs in order to administer them over the last year. He mentioned that the department wants to be more strategic in accepting grants in the future, and that they were looking at inspections for code compliance and vacation rentals every two years, but it is a void they were trying to fill.

In response to a question from Supervisor Poe, Ms. Westerlund explained that she was the person in charge of distributing the cost of the premiums, and that there were some anticipated costs that she wanted to cover, but that in FY 25/26, with the new County Counsel, they would have to do something about the huge insurance increases. Counsel Wall explained that about five years prior, the County's premiums doubled. He mentioned that the County was part of PRISM and had requested guidance on reducing premiums. He

explained that the simple answer would involve taking on more risk and that they are waiting to hear back from PRISM. He expressed that he thought the County could make significant savings to help close the gap, if it was prudent to do so.

In response to a question from Supervisor Poe, Ms. Westerlund explained that despite the County having a stellar litigation record, insurance premiums have increased in part due to increased costs requiring more insurance. She mentioned that premiums are based on claims against the County, but also on the total payroll cost and expenses. She mentioned another factor is that the County has not adjusted deductibles on things that it should. She mentioned that if Mariposa is pooled with other counties that are not doing a good job with their claims, Mariposa suffers from that. Also in response to Supervisor Poe, Counsel Wall explained that the County is seeing the benefit from being in this pool in a competitive market. He explained that PRISM is very good and admitted that city governments could do better by pooling risks. Ms. Westerlund explained the cost was over 3 million dollars for general liability, workers' comp and general insurance. Mr. Lynch mentioned that HHSA has to insure their building and the Ferguson fire impacted it so much.

In response to a question from Supervisor Smallcombe, Mr. Lynch explained that they used a recruitment agency to find individuals to interview for the Development Services Director. He mentioned that after they hire this individual, they will work to take hold of all the allocations. He clarified that they will not be considering layoffs, but instead analyzing when an employee leaves, if that position needs to be refilled. He emphasized that the priority would always be the Sheriff's Department, Fire, and Public Works. He explained it is important to analyze why the County employee count and insurance amounts have both inflated so much over the last five years. He also mentioned that it is important to perform more services in-house instead of hiring out.

County Fire
Chris Bernard/County Fire gave the staff report. In response to a question from Chair Smallcombe, Mr. Lynch confirmed that it is the intention to bring back the Amador County agreement for discussion during the budget conversation. Further Board discussion ensued.

Agriculture Commissioner
Monica Nielsen/Agriculture Commissioner and County Sealer gave a PowerPoint presentation. In response to a question from Supervisor Menetrey, Ms. Nielsen explained that the penal code prohibits the Agricultural Commissioner's Office from sharing compatible ammo with the Sheriff's Department and that was why they had to create the Memorandum of Understanding (MOU). Further Board discussion ensued.

2:38 PM Chair Smallcombe recessed the Board meeting for a two-minute break and reconvened at **2:40 PM.**

Sheriff's Department
Jeremy Briese/Sheriff gave a PowerPoint presentation.

In response to a question from Supervisor Toso, Sheriff Briese explained they used to have a mobile command trailer with which they could respond to any situation and have a place for deputies to write reports.

In response to a question from Supervisor Poe, Sheriff Briese explained that the County vehicle fleet system needed some revamping and that Public Works would be looking at better ways to manage the fleet. Also, in response to a question from Supervisor Poe, Ms. Westerlund explained the Sheriff's Department was requesting 200 thousand less in insurance than the year prior due to the County being in less litigation due to the anticipated finalization of Kevin Packard's claim against the County.

Supervisor Kiser clarified with Sheriff Briese and Mr. Lynch that they have unfunded allocations but not any for a custodial deputy or dispatcher and, on average, 30 to 35 inmates in the jail. Mr. Lynch said they would verify any frozen or allocated positions for the jail and Sheriff's Department.

Sheriff Briese explained that, essentially, Measure M was injected into the Sheriff's budget to offset deficits in the past instead of divvying up amounts between every department that had budget asks over the allowed amount. He said that money now just comes in as an offset from the general fund, but initially it was used to fund about 5 new positions when it first came about.

Further Board discussion ensued.

District Attorney's Office
Mike McAffee/District Attorney gave a PowerPoint presentation.

In response to a question from Chair Smallcombe, Mr. McAffee explained that through training and utilizing programs like Tyler Technology, the department would even out its workload without hiring more employees.

In response to a question from Supervisor Menetrey, Mr. McAffee noted there were vacancies for two advocates and one victim witness coordinator. He mentioned the reason the requested budget had zero requests for this program despite salaries is because it was hard to determine future expenses with no staff. He mentioned the possibility of having a community-based victim witness program instead because of issues within the District Attorney's Office and the lack of qualified candidates. He said they have been doing their best to recruit and do have three candidates willing and able to interview, but that he intended on meeting with the Board to talk about alternate proposals such as switching to a community-based model. He explained that the entire program is grant-funded, meaning it would not affect the general fund.

Mr. Lynch said that the CAL OES grant for Victim Witness started in 2017 in the HHSA Department, meaning the program can be run by different departments. He said that staff will have to check that the funding for CAL OES has not stopped with all the federal government cutbacks.

Further Board discussion ensued.

Child Support Services
Sarah Honeycutt/Regional Director for Madera and Mariposa counties gave a PowerPoint presentation. Board discussion ensued.

Health and Human Services
Kristina Keheley gave a PowerPoint presentation.

Mr. Lynch and Supervisor Poe expressed concern about government funding impacting HHSA, but noted that they have always done such a great job garnering grant funding.

In response to a question from Supervisor Menetrey, Ms. Keheley explained that the request from the general fund would be somewhere around 600 thousand. She mentioned that at some point, their hands are tied, but that they will continue to work to get that general fund contribution to zero.

Further Board discussion ensued.

4:11 PM on Tuesday, April 15th, 2025, Chair Smallcombe recessed the meeting and reconvened at **9:02 AM** on Wednesday, April 16th, 2025**.** She noted that Supervisor Kiser was excused and led the pledge.

County Tax Collector
Courtney Morrow gave the staff report.

In response to a question from Supervisor Poe, Ms. Morrow explained that they are fully staffed but don't need any more employees and that costs have gone up compared to the past because of regular raises and some reclassifications and shifting around. She also explained that most of the new and amended TOT taxes she sends are to people outside the County, and out of 915 active certificates, over half of them are outside the County.

Further Board discussion ensued.

Auditor
Luis Mercado gave a PowerPoint presentation.

Mr. Lynch explained the best way to watch our finances is to be careful of "evergreen" (not ending) contracts with CPAs. He gave an example that they watch the LCW lawyer because it is possible for them to get too comfortable working with the County, and that could lead to mistakes, or they could be overlooking the same mistake every year. He acknowledged that Mariposa's small size makes it difficult to find new contractors, but emphasized the importance of reevaluating contracts every 3 years, which should include the outside County CPA, Smith and Newel.

9:51 AM Deanna Stickles/Deputy Clerk of the Board took over, and Ms. Palmer returned at **10:11 AM.**

Mr. Mercado agreed that they are looking at ways to ensure all the new implementations are used correctly and improving, and explained that the bi-weekly pay goal would be to pay actual hours instead of how they do on average, which makes it difficult to time out a specific project.

Chair Smallcombe agreed that actuals are always so much more reliable than estimates and acknowledged that this project is a significant undertaking, but there are real advantages to doing it. She suggested that departments present those advantages to staff before starting the implementation, so staff can hold onto them through the stress and frustration.

Further Board discussion ensued.

County Counsel
Counsel Wall gave the staff report. Board discussion ensued. Supervisors Poe, Toso, and Smallcombe gave kudos to Counsel Wall for his dedication and for emphasizing a team environment between departments.

Clerk of the Board
Danielle Bondshu gave a PowerPoint presentation. Kudos were given to Ms. Bondshu and her staff by Supervisors Poe, Kiser, Toso, and Menetrey.

Ms. Bondshu explained it was not imminent, but that the sound system sometimes gets a lot of feedback, and it had happened twice since the YARTS meeting. She mentioned she understood the Board tries to lead by example in deficits, and therefore, that the replacement was not feasible at the moment.

Further Board discussion ensued.

Adminsitration
Leigh Westerlund/Assistant County Administrative Officer gave a PowerPoint presentation. Mr. Lynch explained that there was a hard problem between needing to pay employees more and maintaining

employee headcount, so there would not be a reduction in services, without raising taxes. He said unless one of those goals gave, they are in an impossible situation. He recognized that the departments all gave great presentations, but that not one of them said they would reduce employees. He explained that some of the solution would come from moving allocations between departments as needed, and finding out what services are no longer feasible to supply. He explained the way to reduce employee headcount would not be to layoff, but to not rehire a position once someone leaves. He said another change to make would be to look more closely at specifically evergreen contracts and prevent them from occurring. He asked at what point professional services would shift to be in-house. He stated that change needs to happen now, otherwise they would be looking at 15 million dollars in cuts next year. No public comment was received on this presentation.

Board Discussion

In response to a question from Supervisor Menetrey, Ms. Bondshu explained that as of January 1st, 2026, the County intends to switch to .gov, which would change the website, its links, and all staff email addresses. She mentioned that implementation would include keeping both email accounts live so that email could be auto-forwarded to the new accounts for one year.

In response to a question from Supervisor Menetrey, Ms. Westerlund explained that the allocations that are vacant but funded would likely be frozen, but mentioned that freezing allocations adds complexity, so they would hope to move away from that by moving allocations to other departments where they are currently needed instead.

In response to comments from Supervisor Poe, Mr. Lynch reiterated that the most important position that needed to be added for that FY was the engineer for Public Works. He referenced that HHSA is great at utilizing grants with specificity. He recommended that Public Works find a mechanism for creating projects to get grant money. He mentioned it is not about the quantity of jobs to fill, but about the quality with which they hire. Mr. Lynch further explained that even though Public Works has a full staff and money to fix roads, it is not able to happen because they only have enough staff for regular maintenance, and that is why it is important to give Public Works another allocation. He explained that the County needs to be right-sized, meaning giving departments that need more staff allocations from departments that can reduce staff.

Public comment was received by Jeanne Anne Pine, who mentioned from Leigh's presentation that consultants and outside experts are no longer affordable, and encouraged departments to take on more work internally. She recognized the County has a lot of belt tightening to do and that it still probably won't get better for a long time. She mentioned that the Sheriff's Headquarters makes a lot more sense after Mr. Lynch's explanation and that County Counsel has made some great comments as well. She said she appreciates all the hard work and urged others to participate and share their thoughts.

Chair Smallcombe agreed that she appreciated the consensus to move toward emphasizing efficiencies. She wondered how the County could work better together to move forward. She mentioned they have the organizational study as a tool and hoped that the strategic plan has been updated to be more strategic and less of a list of projects that may or may not fit the vision. She explained that it is important to get input from the community to determine which services are critical and that that determination should not be made just by Ms. Westerlund, Mr. Lynch, and Mr. Mercado. She inquired how the County could move forward in a way that focuses on efficiency and prepares employees to alter their workload through cuts in staff and cuts in provided services.

Mr. Lynch explained that he was not opposed to closing the transfer stations or not, but was calling attention to the importance of evaluating the scale of how canceling a 17 thousand dollar service impacts a multi-million-dollar budget. He explained that the Public Works Department has a very robust five-year strategy, and other departments have their own strategies, and it's important to all work under the same strategy for things like park relationships and waste management. He also clarified that it would not be himself and Ms. Westerlund evaluating which services to cancel, but it would be determined through conversations with the department heads that are brought back to the Board to present. He explained that as the County Administrative Officer, he is trying to move away from making individual decisions and towards creating core processes to normalize the budget.

Chair Smallcombe agreed with Mr. Lynch that, in the past, the County had made decisions based on very narrow segments of ideas. She asked whether they create a strategic plan, how they work toward moving away from segmentation. Mr. Lynch explained that they hire a strong County Administrative Officer and hold them accountable. He explained that a strong Board would take into account expert opinions, let the CAO be strong, and the department heads be great.

Chair Smallcombe thanked Jean Anne Pine and commended her for her participation and for her desire to bring other people along. She asked how the County could engage with the community, especially when talking about services that may no longer be made available.

Supervisor Menetrey said he loved what Mr. Lynch just said. He explained that the Board listens to the department heads and that the invitation for the public to attend is there, so he is not sure how to get more input. He wondered how they could get the public to be as comfortable presenting at the Board meetings as department heads are.

Chair Smallcombe said she understood their difficulties because she is the sort of person that needs a specific question to engage with in order to provide some sort of meaningful input. She mentioned that Jean Anne Pine does so well, but it is hard for the public to take the agenda and interpret it and express their opinion in a five-minute statement.

RESULT: PRESENTATION HELD

J. Board Information

Information received.

K. Closed Session

11:37 AM Chair Smallcombe read the closed session item and recessed the Board into closed session. No public comment was received.

1. **County Counsel**

CLOSED SESSION: Conference with Legal Counsel: Existing Litigation: Mario DeJesus v. County of Mariposa 21-CV-00520-DAD-BAM: Disclosure Will Jeopardize Existing Settlement Negotiations

RESULT: CLOSED SESSION HELD

Report Out

11:52 AM Chair Smallcombe reconvened the Board meeting and reported that during closed session information was received and direction was given.

L. Adjournment

11:53 AM Chair Smallcombe adjourned the meeting.

Respectfully submitted,

Malena Palmer
Deputy Clerk

Rosemarie Smallcombe
Chair, Board of Supervisors

DRAFT

Mariposa County

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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
JUNE 17, 2025

A. 9:00 AM Called 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 by Daniel Wilson/Resident on CA. 9, who said he did not want to be there. He mentioned he had been waiting for a week for the meeting and then was told he owed $171, so he wanted to come and flip off the Board members for 5 minutes. He summarized that his family had done a great deal for the community, with his mother having worked for years at the Health and Human Services Agency (HHSA). He questioned the benefit of talking for five minutes to a Board that wouldn't listen. He said the problem was not with Happy Goat, but instead with due process, dogs, noise, nuisance activity, the elderly

who stand at their fence line getting intimidated by shotguns, and County Codes that were not being followed. He asked the Board members if they had, with due diligence, paid attention to the points in the appellant's brief. He mentioned many community members had told him to shoot the dogs, but he hadn't done that, nor had he taken his five minutes to flip off the Board members. He said he would not forget the Supervisors telling him it didn't matter because he was not in their district, or County Counsel telling the Supervisors not to discuss the issue with him.

In response to a question from Supervisor Poe, Corrina Miranda/Interim Building Director clarified the intent of the budget action in CA. 3, stating that the amount was what they needed to pay their vendors until the next fiscal year.

In response to a question from Chair Smallcombe, Kristina Keheley/Director of HHSA, explained that they were hoping to launch the Psychiatric Advanced Directive (PAD) program by the beginning of 2026. She mentioned a PAD allows patients to outline their preferences, in advance of an episode, the type of care that they would want and not want in a psychiatric emergency. Chair Smallcombe emphasized it was terrific that 'Little Mariposa' was spearheading such an important project.

For Chair Smallcombe's clarification, Walter Wall/County Counsel explained that CA. 9 was meant to close out the denial of the appeal against Happy Goat's Conditional Use Permit (CUP).

In response to questions from Supervisor Poe, Courtney Morrow/County Clerk-Tax Collector-Treasurer explained they would be having an online and in-person auction for the parcels because the County had been trying to sell some of the 33 parcels for almost 20 years with no success, and so that hopefully, adding the online option would entice more bidders. She mentioned that they had cut the prices down to the minimum legal amount and explained that they likely hadn't sold yet due to a lack of interest in the properties. She stated that her office would reach out to developers with property in the area, but that they had not yet brainstormed any other ways to advertise the online auction since it had not yet been approved. She mentioned that the auctioneer service could likely advise, as many other counties conduct online auctions. She said she wasn't sure the County should move entirely online, but that they would see how it worked. She stated the cost of the auction would be split between the buyers of the parcels. Supervisor Poe thanked Ms. Morrow for her and her team's work, and asked the community to be listed for each parcel so that people may have an easier time dissecting the information.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District II Supervisor Shannon Poe
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 an Agreement with Liebert Cassidy Whitmore (LCW) in an Amount Not to Exceed $500,000 for Consultation, Representation, Training Services, Legal Services Including Representation in Negotiations, Administrative, and Court Proceedings, and Other Similar Services that will Assist the

Human Resources Office with Personnel-Related Issues for Fiscal Years 2025-2026 and 2026-2027; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA3. **Building**

Approve Budget Action Reducing General Fund Contingency and Increasing Appropriations in the Building Department Budget to Cover Significantly Higher Costs than Prior Year ($40,000) (4/5ths Vote Required)

CA4. **Clerk of the Board**

Approve Budget Action Transferring Funds from General Fund Contingency to the Clerk of the Board's Legal Services Budget ($83,000) (4/5th Vote Required)

CA5. **Health and Human Services Agency**

Approve an Agreement with Syracuse University, on Behalf of its Burton Blatt Institute, in the Amount of $25,000 to Perform Services in Support of the Psychiatric Advance Directives Project; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA6. **Health and Human Services Agency**

Approve First Amendment with Jackson and Coker Locum Tennens, LLC, Increasing the Hourly Rates, Leaving the Total Not To Exceed Amount of $600,000 at a Yearly Rate of $200,000, for the Purpose of Staffing for Psychiatric Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA7. **Health and Human Services Agency**

Approve an Agreement with Regents of the University of California Dba: University of California, Davis in the Amount of $79,050 for Training; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA8. **Library**

Approve Budget Action Transferring Funds from the Library Private Donation Fund to the Library Department in the General Fund to Cover Special Departmental Supplies Purchases ($22,000)(4/5th Vote Required)

CA9. **Planning**

Adopt a Resolution Denying Appeal-PLAN-DIS-2025-00029 with Findings and Upholding the Planning Commission’s Approval of the Happy Goat Project Conditional Use Permit Application No. 2023-078 with Findings, Conditions and Mitigation Measures, APN 012-041-002 (5030 CYA Road, Mariposa, CA) Daniel Wilson, Appellant

CA10. **Probation**

Approve Fourth Amendment to Memorandum of Understanding (MOU) with the County of Tuolumne for the Placement and Detention of Mariposa Youth at the Motherlode Regional Detention Facility (MRDF); and Authorize the Board of Supervisors Chair to Sign the Amendment

CA11. **Public Works**

Approve an Agreement with George Reed, Inc. for Ben Hur Road Emergency Repair Project in the Amount Not to Exceed $900,000; Authorize the Board of Supervisors Chair to Sign the Agreement; and Find the Project Meets All Emergency Requirements Pursuant to the Public Contract Code Section 22050 and that the Emergency did not Permit a Delay Resulting from a Competitive Solicitation for Bids, and that the Action was Necessary to Respond to the Emergency (4/5ths Vote Required)

CA12. **Public Works**

Approve Task Order No. 9 with Mark Thomas for the Mariposa County Drought Resilience Plan in the Amount of $112,500; and Authorize the Board of Supervisors Chair to Sign the Task Order

CA13. **Sheriff's Office**

Approve a Memorandum of Understanding (MOU), with The CrisCom Company, for funding of projects identified by the Sheriff's Office; and Authorize the Board of Supervisors Chair to Sign the MOU

CA14. **Treasurer/Tax Collector/County Clerk**

Authorize the Request for Approval to Sell Tax-Defaulted Property Subject to the Power of Sales at Online Auction Scheduled for August 22, 2025

E. Items removed from Consent Agenda

None.

F. Departmental Presentation

Jacob Hawley/Visitor Center explained that the reservation system started on the 15th, so they had the next couple of months. He mentioned they would continue to track statistics and compare with prior years. He noted reservations and lodging reservations were all a little lower at that point. He noted that many tourists had been using the Visitor Center to find out information about the town. He mentioned that the important thing is to get the reservation system out earlier. He said that some people will not bother with reservations, especially on an online platform, and may choose to travel elsewhere if they are unable to access it online. Supervisor Kiser mentioned that the new Superintendent of the National Park Service (NPS) shared the same concerns and noted that he would be opening all 13 campgrounds for the 2025 season.

Kari Kisela/Chamber of Commerce highlighted the History Museum's Jessie's Corner pop-up, which would be held every Saturday until October, 2025. She mentioned they had acquired a new member, Carolyn Carter-Wise, who aids Mariposa's small businesses. She noted Ms. Carter-Wise would be hosting a women's networking event at the Grove House the following weekend at 5 PM. She said there would also be the Go Skate Event at 5 PM that coming Saturday.

Jeremy Briese/Sheriff thanked staff for running such smooth events throughout the summer. He mentioned they were expecting more staff to come on. He reminded the public that they could download the Mariposa

Sheriff's Office (MSO) app to sign up for alerts. He also thanked the Fire Department for their outstanding work. He reported that the drug team was in full ramp-up, doing their regular patrols and then also hitting organized crime with their newest seizure, including guns and over 440 marijuana plants. He thanked Supervisor Kiser for facilitating the meeting with the NPS Superintendent. He said the Southern Miwuk could still enter the National Park for their cultural purposes, but that it was a short-term solution. He didn't want them to have to worry about a new assembly member not reapproving the agreement or the somewhat complex vetting process to participate. He did acknowledge that it was a step in the right direction. He finished with a reminder to make sure there are responsible drivers on the lake. In response to questions from Chair Smallcombe, he mentioned the need to work with members of Congress on the Code of Federal Regulations (CFR). He explained that the regulatory language currently identifies tribes that have been acknowledged by the Bureau of Indian Affairs. He said they would need to work with the tribes locally, who are among the most documented, to put pressure on them to work on this. He mentioned that it seemed like a no-brainer for them to pursue federal recognition, but if that didn't happen, he hoped to find a way to avoid them being cut out due to a technicality.

G. Public Comment on Non-Agenda Items

Public comment was received by Eve Montgano/Resident who mentioned she lived in District Three. She explained that she received a copy of the Dog Ordinance, and her concern was that a permit would only be required for more than 10 dogs. She mentioned it only took one vicious dog to kill her corgi, and whether you have one dog or 30 dogs, pet owners need to be responsible. She concluded that anyone who owns a dog and is seeking licensing should take a class on responsible dog ownership.

Recess Board of Supervisors

9:41 AM Chair Smallcombe recessed the Board and the Deputy Clerk of the Board read the government code announcement.

Announcement Pursuant to Government Code 54952.3

H. LOCAL TRANSPORTATION COMMISSION

9:42 AM Chair Toso called the meeting of the Local Transportation Commission (LTC) to order.

Public Comment Period

No public comment was received.

LTC Regular Agenda

1. **Public Works**

Adopt a Resolution Allocating the Transportation Development Act (TDA) Funds for Fiscal Year 2024-25

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

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

Adjourn LTC

9:44 AM Chair Toso adjourned the meeting of the LTC.

Reconvene as Board of Supervisors

9:44 AM Chair Smallcombe reconvened the Board of Supervisors meeting.

I. Regular Agenda Items

1. **Board of Supervisors**

Receive an Annual Presentation from Cara Goger, Executive Director of the Mariposa County Arts Council

9:44 AM Chair Smallcombe recessed for a brief break and reconvened at **9:48 AM**.

Cara Goger/Arts Council gave a PowerPoint presentation.

Public comment was received by Gale Dreifuss/Resident, who mentioned she received two grants for the Mariposa Ukulele ensemble, which had grown from 7 people 8 years ago to over 30 members with a multitude of instruments. She mentioned that they had met the prior week at the Grove House and sang "Happy Birthday" to two of their members: one turning 31 and the other turning 88. She mentioned that some seniors had never played an instrument before, but they learned for social engagement. She mentioned that if a member were sick, they would send out a note, and sometimes they would have dinner after playing. She reported that 20 of them would be playing as a group at Music on the Green on August 16th, 2025. She thanked Ms. Goger and expressed her appreciation for the grants.

Ms. Goger received kudos from Supervisors Kiser, Menetrey, and Smallcombe for her presentation and the work that they are accomplishing on the Arts Council.

RESULT:	PRESENTATION HELD

2. **Planning**

Consider Approval or Denial of a Fee Waiver Request for Frost Shop Marketplace Project for all Permit Applications Required for the Entirety of their Project, Including a Conditional Use Permit and Design Review

Polina Pivak/Senior Planner gave the staff report. She mentioned the Design Review monetary addition is for any potential permanent signage that would need to be approved since the location is in the cultural zone. She explained the monetary amounts were determined from the current fee schedule for the Conditional Use Permit (CUP) and the added design review cost. In response to a question for clarification from Supervisor Kiser, Ms. Pivak explained that it would be a one-time fee waiver request, and that Mr. Dubois would be using the original CUP to open as soon as possible to run an experiment for the first season, gathering information about when they would make the big amendment in the future.

Xavier (Xav) Dubois/Founder of Frost Shop Marketplace, said he had been paying all the land taxes, fees, and had already reached out to Richard Rodonovich (landowner) for potential expansion. He explained that for the future amendment they would ask for more days if the trial run for the first season proved effective.

In response to a question from Chair Smallcombe, Ms. Pivak explained that the original CUP allows for operation Friday through Sunday, but with the option to amend up to 10% of which the Planning Director can make the determination. She explained that any other amendment of more than 10% alteration would force a new CUP. She explained that the fee waiver request would be for the large amendment, which would be expected because of Mr. Dubois' original objectives not allowed with the current CUP.

In response to more questions from Supervisor Menetrey, Stever Engfer/Planning Director also explained the fee waiver was being brought because Mr. Dubois had submitted a request and the Planning Department moved forward with it. He explained that Mr. Dubois came to them with an application, and it was determined that they would like to look at scaling it down and running with the original CUP this year. He explained it would take time for staff to make the large amendment and that it would be premature for them to decide not to proceed at this time.

Supervisor Poe mentioned they might be putting the cart before the horse, but expressed his appreciation for the project from his own personal experience.

Mr. Dubois mentioned that everything on the property would have to be able to pack up and leave every day in order to operate under the current CUP, and that they have to put in decomposed gravel to make it American's with Disabilities Act (ADA)-accessible.

Public comment was received by Hanna Wackerman/Owner of 1850 Brewery, who mentioned they own a new distillery. She admitted the process of their new venture had been very confusing but that the County and Departments had been trying their best to work on this. She mentioned she would be a voice for local entrepreneurs, including those that don't have the funds to open brick and mortar stores. She said this project would be super beneficial. She reminisced back in 2013 when they would joke that they were uptown and there were no sidewalks or lights for walking, but now they have those. She explained that this was a prime spot with a dirt lot to turn into a beautiful area. She acknowledged that the Arts Park was great, but that it wasn't large enough to host everyone. She mentioned 1850's average turn table times used to be one hour, but were leaning towards two hours because people don't want to take their children to a bar or another place they have already eaten. She said for them, they could open a 5 PM to 8 PM vendor spot for 1850, which would be a huge game-changer for them because they had been working with the Mariposa Public Utility District (MPUD) on a tasting room at the distillery location, but unfortunately, they are unable to dump bio waste into the system because it is not big enough. She summarized that the Frost Shop

Marketplace would be beneficial for others who are in a similar situation. She said it would be a great spot to showcase what is made in Mariposa. She expressed that she believed the Planning Department could work with the community well to help local entrepreneurs.

Jacob Hawley explained that Mr. Dubois had gone above and beyond. He expressed that opportunities like this are what the community should be looking to invest in and that it would operate well for the economy. He referenced the San Luis Obispo farmers market where a lot of people from out of town stop in. He mentioned it gives tourists a taste of the culture and gives them something to do. He said he would waive every permit fee if it was his decision.

Colleen Rhodes/Resident mentioned that she was tremendously enthusiastic about this opportunity. She explained that the Board should do everything they can to assist in the project, and that $4,000 is nothing. She expressed she would love to see it 6 days a week and would take advantage of it whenever she planned to come to town from the Northside. She stated it would be important to help this 501(c)3.

In response to a question from Supervisor Poe, Joe Lynch/County Administrative Officer explained the actual wording 'fee waiver' was correct in the title. He explained if you don't worry about the existing CUP, Mr. Dubois still already paid ~ $4,000 for the future CUP, so should they not waive it, they would draw from that later when they submit the final proposed amendments. In response to a question from Supervisor Menetrey, Mr. Lynch confirmed that Mr. Dubois, the applicant, would get the check the same day or very soon after.

Supervisor Kiser explained that since this project would be taking place in her district, she had been pretty involved. She said she is a big advocate for businesses and noted that it will help the uptown and the economic vitality of the community. She expressed her support for Mr. Dubois' project, stating that it would be a small investment with a big impact.

Supervisor Toso expressed her support for the item, stating she thought it was a creative solution for the empty space that had been there for 18 years.

Chair Smallcombe clarified that while Mr. Dubois is operating under the old CUP, they would be working together with the Planning Department to continue to process the CUP application that Mr. Dubois had already submitted and paid ~ $3,875 for.

In response to a question of concern from Supervisor Menetrey, Ms. Pivak confirmed that it would only waive fees for the CUP and design review, and not other permits like with MPUD, contractors, or the Health Department that might be needed in the future, for example.

CLARIFICATION: The Board waived the fee for amending the existing CUP, including the design review, for the Frost Shop Marketplace project.

SPECIAL NOTE: The following points were noted for the record several times throughout this discussion by Chair Smallcombe, Supervisor Kiser, Mr. Lynch, and Ms. Pivak:

1. ***Mr. Dubois was not aware of the original CUP when he submitted his application. That was why he requested the waiver at this meeting; because he could operate under the original CUP, he did not need to pay the ~ $3,875.***
2. ***Director Engfer would hopefully be using the 10% alteration discretion to add one additional day for Mr. Dubois to operate his test period for the first season.***

3. ***Since a future, large amendment would be needed, Mr. Dubois also requested the future fees be waived for the amendments to the CUP and the design review. The Planning Department recommended $4,023 based on their current fee schedule and design review costs.***

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District V Supervisor Miles Menetrey
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

3. **Fire**

Approve the Submittal of the Staffing for Adequate Fire and Emergency Response (SAFER) Grant Application to Fund the Hiring of Permanent County Firefighters for up to $2,520,000; Authorize the Board of Supervisors Chair to Sign the Grant Application and any Supporting Documents Related to the Application (Subject to Approval as to Legal Form by County Counsel); and Discussion and Possible Direction Regarding the Staffing Level Options Funded by the SAFER Grant

Larry Pendarvis/County Fire/CAL FIRE Division Chief gave the staff report.

John Patton/County Fire explained that they were seeking approval to apply for the SAFER grant. He mentioned that if the Board approved, staff would need direction on the number of firefighters to request, and he explained the grant matching requirements. He shared that staff's specific recommendation would be to have five firefighters, allowing two stations to be staffed each day with one permanent and one reserve firefighter, and that Saturdays would have one additional permanent firefighter.

In response to questions from Supervisor Menetrey, Joe Lynch explained that the match would be around $100,000 to $105,000, and Mr. Patton explained that it was a federal grant. Mr. Patton mentioned that the grant was competitive, with $1,200,000 awarded across 300 grants the prior year, but said that Mariposa County would be very competitive as well.

Public comment was received by Johnothan Noel/Resident who agreed that it was a no-brainer to accept and submit the grant application. He mentioned that he saw helicopters flying around the day prior and stated that any help the County could provide would be greatly appreciated.

Supervisor Poe expressed that he trusts their judgment and appreciates all that County Fire does.

Chair Smallcombe noted that the document states we take on the expense of any newly created employees after three years.

Mr. Lynch said the County is a high-fire area, and a lot of the County's extra help firefighters get picked up by CAL FIRE because they are very desirable. He said he thought the County would know in one, two, or three years how much value the County gets from it. He mentioned that if the County relies on CAL FIRE, and a new administration came in with a different view, Mariposa could be left with its dwindling number of volunteer firefighters. He explained that if CAL FIRE were ever not consistent, County Fire would try building its base up. He explained that the grant would give the County a very low-risk ability to implement a new service in Mariposa County, and if it needed to be made permanent, it could be solidified while the County still had its partnership with CAL FIRE. He admitted it was unfortunate that it was through the Federal Emergency

Management Agency (FEMA), but that they were the ones with grant money. He mentioned he didn't have any revenue concerns because that was where the priority should be as they try to right-size the County.

DIRECTION: The Board directed staff to submit the SAFER grant application and, if accepted, request five allocations as recommended by staff.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District II Supervisor Shannon Poe
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

4. **Administration**

Discussion and Possible Action to Approve the 2025 Legislative Platform

Joe Lynch gave the staff report.

Chair Smallcombe and Mr. Lynch agreed that it would be essential to work with department heads to ensure they are equally represented and that the platform supports items that are a priority. They clarified that a legislative platform is not a strategic plan, but that it aims to help the lobbyists on Capitol Hill know which items are important to support and which are not.

Danielle Bondshu/Clerk of the Board asked them not to withdraw the item because the document is heavily relied on, and her department had been using the outdated 2024 version for the first part of 2025. She explained that, for example, letters of support that must be signed prior to Board approval must be in alignment with this platform. She stated that a new platform is supposed to be approved every January.

Chair Smallcombe explained that she had discussed it with staff and did not suggest pulling the platform or making it a 45-page document; instead, she would like it to become more effective.

No public comment was received.

Supervisor Menetrey agreed they could bring it back for Board approval, amended and with any additions to the document.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District V Supervisor Miles Menetrey
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

5. **Administration**

Approve Agreement with S and H Shin Trust for the Sale of 0.18 Acres, a Tract of Land Being a Portion of Yosemite Parkway as Delineated on the "Map of Yosemite West Unit 1" in the Book of Maps at Page 1511; and Authorize the Board of Supervisors Chair to Sign the Agreement and Execute Deed Conveying the Sale of Said Tract of Land

Robert Stark/Administrative Analyst and Shannon Hansen/Director of Public Works and Transportation gave the staff report. No public comment was received.

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

J. Board Information

Information received.

K. Closed Session

11:59 AM Chair Smallcombe read the closed session item and recessed the Board into closed session. No public comment was received.

1. **Administration**

CLOSED SESSION: Conference with Legal Counsel; Existing Litigation: Kevin Packard V. County of Mariposa; WCAB No.: ADJ18933628

RESULT: CLOSED SESSION HELD

Report Out

12:18 PM Chair Smallcombe reconvened the Board meeting and reported that during closed session information was received and direction was given.

L. Adjournment

12:19 PM Chair Smallcombe adjourned in memory of Cleta Wells and Mark Boldroff.

Respectfully submitted,

Malena Palmer
Deputy Clerk

Rosemarie Smallcombe
Chair, Board of Supervisors

Mariposa County

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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
MAY 6, 2025

A. 9:01 AM Called to Order and Roll Call

Chair Smallcombe called the meeting to order at 9:01 AM and noted that Supervisor Menetrey was excused.

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 note.

Public comment was received by Steve Engfer/Planning Director who commented on CA. 16, thanking John Shimer for his service. He noted he sat on that committee for a long time. He then thanked Jackie Baxton.

Sheila Baker/Mental Health Director commented on CA. 10, thanking the Board for recognizing “Mental Health Awareness Month.” She encouraged the Board and listening public to take action for mental health. She noted it could impact their day-to-day living. She stated mental health conditions are far more common than people think. She noted despite all the media campaigns, people still feel ashamed and suffer in silence. She noted some individuals required hospital stays and many have their rights temporarily removed. She then highlighted mental health at work, stating changes in policy, procedure, resources, financial insecurities,

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staffing shortages, program changes, etc. can be mentally taxing. She noted it's important to prioritize self-care, know available resources and insurance benefits. She noted Board members and managers can advocate for mental health support by mitigating burnout, build confidence, and create a culture of trust with consistent communication. She urged them to let those they work with, their peers, clients, friends, family, and loved ones know they are never a bother to them. She encouraged them to let them know they see them, encourage them, and to seek help if needed. She then noted to receive help text 988 or call 1-800-950-6264 which are State numbers. She also noted for local help, they can call 209-966-7000 or 209-966-2000.

Supervisor Kiser and Supervisor Poe commented on CA. 2 and turned it to the CAO.

Joe Lynch/County Administrative Officer (CAO) commented on CA. 2, noting it shows the year to date accruals which leads people to believe we are $18 million short, he noted this number is right on track for the County, noting they have made $44 million in general fund, they are expecting $15 million more to HHSA. He noted we are not missing $18 million, but we do not control when we receive revenues.

Back and forth conversation was had between Supervisor Poe and Shannon Hansen/Public Works and Transportation Director in regards to the roads fund and the amount of revenue that has gone to roads. Supervisor Poe noted at some point, the County is going to need to find a way to pay for roads.

In response to another question from Supervisor Poe, Ben Goger/Senior Planner noted the housing developing fund has grant funding and it has funded the ADU program. He noted the fund acts like a grant pass through.

In response to another question from Supervisor Poe, Mr. Lynch noted there isn't currently economic development, planning staff is taking up some of the burden, but it is being addressed.

In response to a question from Chair Smallcombe, Director Hansen noted they are expecting a new Pavement Condition Index (PCI) report in 2026.

In response to a question on CA. 14 from Supervisor Kiser, Kristina Keheley/Health and Human Service Agency Director noted a Childcare Feasibility study. She noted ISG will come in and perform focus groups with parents, daycare providers, county employee, and any other needed stakeholders to gain is ways to help fill this gap. She noted we need them to tell us what our options are for the community.

Chair Smallcombe elaborated on Director Keheley's comments, noting the funding had been obtained two years ago. She noted they picked it up under Ms. Keheley's leadership.

In response to a question from Supervisor Kiser, Director Keheley noted the study will show us what is feasible for us within the industry. It will show us what models exist, ways to decrease cost and make it more available.

In response to another question from Supervisor Kiser, Will Fassett/Planner noted this grant was applied for from our previous engineer. He noted they had made efforts to look at the parking district, noting it had been created and hadn't been revisited. He noted they needed to look at the parking district's boundaries and how it generates revenue. He noted this was the 4th time they have applied for this Cal Trans grant.

Supervisor Poe commented on CA. 16, thanking John Shimer for his service to their community. He noted he is from a multi-generational family who have taken care of a lot of things in Coulterville. He noted John is a

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testament to the types of individuals in the community. He also thank Steve Engfer and Sophea Craighead for bringing this item forward.

Director Hansen came back up on CA. 22 noting this went back to their presentation. She noted their engineering team is overwhelmed, stating they have over 100 million in projects they are behind on. In response to Supervisor Kiser, Director Hansen noted in like counties, they have five engineers. She noted they hope to have this contractor in place for the next two or three years.

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

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Administration**

Receive Information on Mariposa County's Quarterly Financial Information Year-to-Date Through the End of Quarter Three or March 31st of Fiscal Year 2024-2025

CA3. **Administration**

Approve First Amendment to the Lease Agreement with Dianne Spear Hooton for Office Space, Increasing Compensation by $1,815; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA4. **Administration**

Approve Revisions and Renaming of the Alcohol and Drug Specialist I/II, Renamed Substance Use Disorder Counselor I/II, and Senior Alcohol and Drug Specialist, Renamed Senior Substance Use Disorder Counselor Classifications in the Health and Human Services Agency; Rescind the Alcohol and Drug Specialist III Classification, Effective Immediately

CA5. **Assessor/Recorder**

Approve an Agreement with Chase Merchant Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA6. **Clerk of the Board**

Approve the Minutes for February 11th and 18th, and March 11th and 18th, 2025, Board of Supervisors Meetings

CA7. **Health and Human Services Agency**

Proclaim the Month of May 2025 as "Older Americans Month"

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CA8. **Health and Human Services Agency**

Proclaim the Week of May 6th through the 12th, 2025 as "Nurses Week"

CA9. **Health and Human Services Agency**

Proclaim the Month of May 2025 as "Mental Health Awareness Month"

CA10. **Health and Human Services Agency**

Proclaim the Month of May 2025, as "Foster Care Month"

CA11. **Health and Human Services Agency**

Approve Budget Action Decreasing Departmental Overhead Transfer Appropriations and Increasing Operating Expense Appropriations Within the Mental Health Department Budget for Fiscal Year 2025 to Pay Expenses Through Year End ($60,000)(4/5's Vote Required)

CA12. **Health and Human Services Agency**

Approve an Agreement with Universal Health Services (UHS) of Madera, Inc., Dba: River Vista Behavioral Health in the Amount of $200,000 for Inpatient Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA13. **Health and Human Services Agency**

Ratify a Letter of Support for Funding for Vulnerable Populations Key Housing and Homelessness Programs

CA14. **Health and Human Services Agency**

Approve an Agreement with Integrated Human Services Group, a California Corporation, in the Amount of $68,175.00 for Childcare Feasibility Study; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA15. **Planning**

Approve First Amendment with Sierra Foothill Conservancy, Increasing the Amount by $8,000, for a New Amount Not to Exceed $408,000, for Riparian Restoration Services; Authorize the Board of Supervisors Chair to Sign the Amendment

CA16. **Planning**

Recognize the Service of John Shimer as an At-large Member of the Agricultural Advisory Committee

CA17. **Planning**

Approve an Agreement with TDG Engineering, Inc. in the Amount of $188,316.70 for the Mariposa Town Transit and Economic Development Initiative; and Authorize the Board of Supervisors Chair to Sign the Agreement

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CA18. **Planning**

Recognize the Service of Jackie Baxton as a Practicing Artist Member of the Creative Placemaking Strategy Advisory Committee

CA19. **Public Works**

Accept the Resignation and Recognize the Service of Gary Friesen from the Airport Advisory Committee (AAC) Member

CA20. **Public Works**

Authorize the Public Works Director to Waive the Encroachment Fee of $206 and Approve the Closure of High Street in Hornitos for the First Annual Hornitos Spring Flea Market on Sunday, May 18, 2025, with Set-Up on Saturday, May 17, 2025

CA21. **Public Works**

Approve Memorandum of Understanding (MOU) with the Mariposa County Unified School District (MCUSD) for an Amount Not to Exceed $28,080 to be Used Towards Children's Registration Costs Through the Mariposa County Parks and Recreation Summer Day Camp Program, During the Period of June 9, 2025, to August 15, 2025; and Authorize the Board of Supervisors Chair to Sign the MOU

CA22. **Public Works**

Approve the First Amendment to the Agreement with Mark Thomas and Company, Inc. for Architectural and Engineering (A&E) On-Call Civil Engineering Services to Extend the Term of the Agreement to June 30, 2030, and Increase Compensation by $2,000,000 for a New Amount Not to Exceed $4,000,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA23. **Public Works**

Adopt a Resolution Authorizing the FY 25/26 Senate Bill 1 (SB1) Road Maintenance and Rehabilitation Account (RMRA) Funding; and Authorize the Director of Public Works and Transportation to File the Resolution and Project List with the California Transportation Commission

CA24. **Public Works**

Approve an Agreement with CAL FIRE for an Emergency Incident Helibase/Airbase for Exclusive Use Helicopter at Mariposa-Yosemite Airport; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA25. **Sheriff's Office**

Approve a Five-Year Agreement with InTime Services, Inc. in the Amount of $53,570 for a Cloud-Hosted Workforce Management Solution, which Includes a Public Safety Scheduling Module, Training Certificate Module and Asset Management Module; and Authorize the Board of Supervisors Chair to Sign the Agreement

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E. Items removed from Consent Agenda

None.

F. Departmental Presentation

Kari Kisela/Chamber of Commerce read a list of May events that would be taking place. She noted the Tourism Bureau would be having a series of town halls. She noted on May 8th there would be a town hall in North County, on May 14th the location will be in the BOS chambers, and on May 15th the location would be Tenaya Lodge. She further noted that during the current week. They have a ladies' night, Mother's Day tea party, Idle Wheels Art Sale, Wildfire preparedness fair, and a mobile pop-up for an assemblyman.

Shannon Hansen noted she was happy to report that the well drilling at the Midpines Fire Station/Midpines Park had begun. She noted it had failed, and they were able to award an emergency contract since it is also a Fire Station. She noted that the fuel tank pump at the airport had gone down, but it is being worked on. She noted they are working on getting vendors up here, but it is hard to find vendors as the system is 30-40 years old and failing.

Kazzy Cunnigham/Public Information Officer for Health and Human Services,, noted the Senior Health and Resource Fair would take place the following day at the Fairgrounds. She noted that the Behavioral Health Division has begun its 30-day review for the Mental Health Act and an annual innovation report.

Kristie Mitchell/Public Information Officer for the Sheriff's Office, noted they would be testing the MSO Alert system on Wednesday, May 14th, 2025, at 1:00 PM. She noted this would be an opportunity for individuals to verify how they are signed up. She noted that if they do not get an alert, they would be at the Fire Fair to help individuals get signed up.

Steve Engfer updated the Board on the Development Code updates, noting the Planning Commission reviewed a draft of the title 17 review. He noted they are working through recommendations and public hearings. He noted they have brought building permits up to speed, noting they have a deficit of seasoned staff, which is making it challenging for them to keep up.

G. Public Comment on Non-Agenda Items

Public comment was received by Jim Rhodes/Coulterville Resident read the letter he submitted to the Board that was included in the packet. Supervisor Poe apologized for not being there. He thanked Supervisor Smallcombe for going in his stead. He thanked Mr. Rhodes and people like Bob Johns and everything they do to their Veterans.

Jonathan Noel/Resident thanked all the volunteers for the Butterfly Festival. He noted they had a band stand by the museum, and then one by the Amigo stage. He notes for music on the green, he asked that they move it to the Amigo Stage, at least once. He noted it would be a good place for people to dance, communicate, have food vendors, and would have a place for children to play.

Jeanne-Ann Pine/Resident noted that she recently found out that campsites do not pay Transient Occupancy Tax (TOT). She noted Mariposa has a new Glamping site that would be attractive to tourists. She thanked the Sheriff's Office for testing the emergency alert system. She also noted, in response to Mr. Noel, that the Arts

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Council puts on Music on the Green, not the Chambers. She further noted that KRYZ is in the taking stages of doing a music festival.

Daniel Wilson/Resident noted he hoped everyone's tomatoes were in the ground. He thanked Director Hansen for including him and supporting him regarding his complaints about the stadium lights shining on his home. He noted he still had questions that he asked in February that had not yet been answered. He noted that the County and some entities have a habit of being silent, and silence speaks volumes.

Shannon Hansen apologized to Mr. Wilson, noting she must have missed his questions. She noted the lights have been at the Airport for 20 years. She noted the lights are for safety and security. She noted Public Works is overseeing the Airport. She also noted she would look into the sinking fuel tanks.

1. **Clerk of the Board**

Public Comment Submissions Received

H. Board Recognitions

1. **Health and Human Services Agency**

Adopt a Resolution Recognizing Sheila Baker on her Retirement

Kristina Keheley gave the staff report. She took a moment to give her heartfelt appreciation to Ms. Baker. Her dedication has impacted the agency and people they serve. Noting Ms. Baker had been an advocate and help to so many. Noting many programs have made lasting influence, due to her. She turned to Ms. Baker and noted, on behalf of us all, Thank you for your heart and dedication.

Sheila Baker thanked the Board, noting she has worked for Mariposa County for over 16 years, which is bittersweet. She noted she felt it was her role to serve the residents, and as a supervisor, it was to serve the whole. She thanked Joe Lynch for his mentorship and Kristina Keheley for being a tremendous motivator. She then recognized former HHSA Director Chevon Kothari for the imprint she made in Ms. Baker's career. She also thanked Sheriff Briese and his staff. She then recognized her partner, Deputy Mike King, who had passed away. She wanted to recognize and honor him. She thanked them for their time and recognition.

Public comment was received by Joe Lynch, who noted that, as a role model, moments like this matter. He noted when you put passion and energy into creating something that is your passion, it is watched by others. He noted to Ms. Baker, that she had been a leader in the agency, creating an environment that gives a path to others. He noted she had a significant impact on those around her. He noted he was happy for her, noting others realize that their moment will come and watch in envy.

Paul Brickett/Behavior Health Board Chair noted he was finishing his 4th year. He noted he appreciated working with Ms. Baker. He noted one of the best things he recalls is that there was a fatal car accident of a student, and Ms. Baker sent grief counselors to the high school. He wished her the best in her retirement.

Supervisors Toso and Smallcombe gave their sentiments and congratulations to Ms. Baker.

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

Chair Smallcombe moved from the dais and presented Ms. Baker with the Resolution and Tile Plaque.

I. Regular Agenda Items

1. **Sheriff's Office**

PUBLIC HEARING: Approve Sheriff's Office Annual Military Equipment Report for 2025

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

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

2. **District Attorney**

PUBLIC HEARING: Approve District Attorney's Office Military Equipment Use Report for 2024

10:53 AM Chair Smallcombe recessed for a brief break and reconvened at 10:58 AM.

Michael McAfee/District Attorney, gave the staff report. No public comment was received.

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

3. **Planning**

Approve Loan Balance Forgiveness for Mountain Meadow Farm's CDBG Microenterprise Loan

Supervisor Kiser recused herself from this item noting she had been a recipient of a loan and felt it was a conflict, She then left the Chambers at **11:02 AM.**

Will Fassett/Community Planner, gave the staff report.

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Public comment was received by Brenda Oestrom/Owner of Mountain Meadow Farms, who noted she is here to validate what Mr. Fassett noted. She stated that from 2019 to 2021, her business generated over 36k. She noted everything changed in 2022 when dogs killed her flocks. Her poultry business had not been rebuilt. She noted she has been waiting for the dog control ordinance. She stated that without basic protections, she could not rebuild her business. She noted she has fulfilled her obligations using the funds as required. She thanked the Board for their consideration.
Board discussion ensued.

After a lot of discussion between the Board, Ms. Oestrom, and Mr. Fassett, the following action was taken.

MOTION: Deny the Request for Loan Forgiveness.

A 2 -1 vote denied Loan Forgiveness.

RESULT:	**Adopted**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District II Supervisor Shannon Poe
AYES:	District III Supervisor Toso, District II Supervisor Poe
NAYS:	District I Supervisor Smallcombe
EXCUSED:	District V Supervisor Menetrey
RECUSED:	District IV Supervisor Kiser

4. **Health and Human Services Agency**

Appoint Stacey Lynch as the Local Mental Health Director; and Authorize the Board of Supervisors Chair to Sign the Letter of Appointment to be Submitted to the California Department of Health Care Services Pursuant to Welfare and Institutions Code Section 5607, Effective May 10th, 2025

Supervisor Kiser re-entered the Board chambers at **12:10 PM**

Kristina Kehely gave the staff report. Sheila Baker recognized Stacey Lynch, noting how fortunate they were to have her. Stacey Lynch thanked the Board.

No public comment was received.

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

5. **Health and Human Services Agency**

Approve the Addition of One (1) Peer Support Specialist I/II/III Allocation and Vacate One (1) Unfilled Mental Health Assistant I Allocation within the Health and Human Services Agency, Effective Immediately

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Kristina Keheley gave the staff report. No public comment was received.

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

6. **Administration**

Approve the Creation of the Behavioral Health Clinical Supervisor Classification in the Health and Human Services Agency; Set the Annual Salary from $89,423.360 to $108,698.720; Update the Current Social Worker Supervisor II Allocations in Behavioral Health to the New Behavioral Health Clinical Supervisor Title; Effective Immediately

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

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

7. **Board of Supervisors**

Discussion and Possible Direction Regarding Possible Negotiations to Reinstate the Memorandum of Understanding (MOU) Between the National Park Service Yosemite National Park (the "Park") and Mariposa County Relating to Allocation of Responsibilities Between the Two Jurisdictions in and for the Community of Wawona (Chair Smallcombe)

Chair Smallcombe gave the staff report.

Public comments were received by Edward Mee/Chair of the Wawona Town Planning Advisory Committee, who noted that in the 1970s, the relationship between the property owners and the Park Service was adversarial. He noted that in the 1980s, the park was asked to retrocede some of its jurisdiction. He noted, since then, that the relationship had been fair. He noted they eventually want all of the property. He then stated the MOU for the residents was important because it was a written agreement between the County, the Park Service, and the Owners. He noted it worked very well until a few years ago. He noted that it was when the park service no longer wanted to provide wastewater treatment and provide water to new connections. Mr. Mee noted that when they were going to redo the system, it would provide for more growth, but they have not been able to provide new connections. He stressed how big a tax base they were for Mariposa County. He noted that Supervisor Smallcombe brought a lot of talented individuals to speak to their community, and they were able to come up with what they should do. He noted that part of the problem was that the Park Service was currently in such a flux that they were reluctant to make a decision.

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He noted that there needed to be a working relationship; otherwise, if the Park Service bows out, where does that lead? He noted there are 600 pieces of property.

Jonathan Noel noted that this gentleman (in reference to Mr. Mee) lives in Wawona and worked as a Park Ranger. He asked if it got low, what the county's responsibility was to drill a well. He noted that this is typical of the federal government, and they are reluctant to work with anyone.

Phone Caller—Barry Perkins/Resident personally urges them to take a pro-community stance. He asks that they bring it back to the WTPAC. He notes that the Park Service has historically taken on and relieved the County's burdens. He notes that they now wish to walk away. He pleads that they help preserve the services they were promised. He notes that their community continues to support Mariposa County.

Board discussion ensued, with Supervisors Poe, Kiser, and Toso noting they did not want to "poke the bear," the Federal Government. Supervisor Kiser noted that the contract, although expired, was an implied contract because both parties were still following it.

DIRECTION: Do not "poke the bear" with respect to the Memorandum of Understanding (MOU). Staff is to keep an eye out for grants for a planning study for alternative sources of water for the Wawona area.

RESULT: DIRECTION GIVEN

1:39 PM Chair Smallcombe recessed for lunch, noting they would come back at 2:00 PM and would finish up the four items remaining at some point during the 2 PM agenda.

L. 2:00 PM Reconvene

2:03 PM Chair Smallcombe reconvened the Board meeting.

1. **County Counsel**

   Receive a Presentation on the Ralph M. Brown Act (Rubin Cruz)

Walter Wall introduced Rubin Cruse/Former Shasta County Counsel. Mr. Cruse gave a PowerPoint presentation. No public comment was received. Board discussion ensued.

RESULT: PRESENTATION HELD

3. **Planning**

   Waive the First Reading and Introduce an Ordinance Titled "Amending the Land Use Diagram in the Coulterville Town Planning Area Town Plan, to Change the Single Family Residential 2.5-Acre Land use Classification Within APN 002-220-001 to the Highway Service Commercial Classification Pursuant to General Plan/Area Plan Amendment Application No. 2024-100. Applicant, Topos Ventures LLC, the Project Site is Located at 10407 Highway 49, Coulterville, CA. Assessor Parcel Number (APN) 002-220-001

Chair Smallcombe noted that items 3 and 4 would be taken ahead of item 2. Once completed with 3, 4, and 2, the Board would return to items 8, 9,10, and 11 from the Regular agenda.

Steve Engfer gave a PowerPoint Presentation.

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Public comment was received by Nico Turek/Topos Ventures LLC who noted this property historically had been used for a hotel but was zoned residential.

Supervisor Poe thanked staff for their work on this project.

RESULT:	**INTRODUCED**
MOVER:	District II Supervisor Shannon Poe
SECONDER:	District III Supervisor Danette Toso
AYES:	District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	District V Supervisor Menetrey

4. **Planning**

Waive the First Reading and Introduce an Ordinance Titled "Amending the Text of Section VI(A)(1) of the Coulterville Town Plan to Add Special Occupancy Parks as Defined in the State Health and Safety Code as Conditional Uses in the Highway Service Commercial Land use Classification Pursuant to General Plan/Area Plan Amendment Application No. 2024-100". Applicant, Topos Ventures LLC, the Project Site is Located at 10407 Highway 49, Coulterville, CA. Assessor Parcel Number (APN) 002-220-001

Steve Engfer introduced the item. No public comment was received.

RESULT:	**INTRODUCED**
MOVER:	District II Supervisor Shannon Poe
SECONDER:	District III Supervisor Danette Toso
AYES:	District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	District V Supervisor Menetrey

2. **Planning**

PUBLIC HEARING: Adopt a Resolution Adopting a Mitigated Negative Declaration; Approve General Plan/Area Plan Amendment Application No. 2024-100; and Approve Conditional Use Permit Application No. 2024-101 and Major Design Review Application No. 2024-102 with Findings, Conditions, Mitigation Measures, and Mitigation Monitoring Program; Applicant, Topos Ventures LLC, the Project Site is Located at 10407 Highway 49, Coulterville, CA. Assessor Parcel Number (APN) 002-220-001

Steve Engfer gave a PowerPoint Presentation.

Public comment was received by Nico Turek who thanked the Planning Department and the Code Compliance Division, noting this property had been a thorn in the County's side for some time. He noted this project was a challenge and has been a labor of love. He noted they believe it is a fantastic community and hope to bolster sales as the local establishments. He noted he felt it was beneficial for the community as well as the County,

Supervisors Kiser and Poe both thanked Mr. Turek and made positive comments about the project.

RESULT:	**Adopted**

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

9. **Clerk of the Board**

Rescind Resolutions 2001-255 and 2014-111; and Adopt a Resolution for the Guidelines on the Submission and Tabulation of Assessment Ballots Pursuant to Article XIII D, Section 4 of the California Constitution

Chair Smallcombe moved to 9, 10, and then back to 8 and 11.

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

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

10. **Clerk of the Board**

Adopt a Resolution for Guidelines on the Submission and Tabulation of Protests in Rate Hearings Governed by Article XIII D, Section 6 of the California Constitution

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

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

8. **Clerk of the Board**

Approve Dissolution of the Merced River Trail Community Working Group; and Recognize the Service of Jeffrey Jenkins, Bill King, Michael Martin, Wendy Brown, and Kristina Rylands

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

RESULT: **Adopted**
MOVER: District II Supervisor Shannon Poe
SECONDER: District III Supervisor Danette Toso

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

11. **Clerk of the Board**

Approve the Minutes for April 1, 2025, Board of Supervisors Meeting

Danielle Bondshu gave the staff report. She noted that one clerical change had already been corrected, but she wanted to mention it for the listening public. No public comment was received.

CORRECTION: Former Supervisor Forsythe was listed in the roll call for the April 1st meeting, corrected to Supervisor Jenni Kiser.

RESULT:	**Adopted as Amended**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District IV Supervisor Jenni Kiser
AYES:	District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Kiser
EXCUSED:	District V Supervisor Menetrey

J. Board Information

Information received.

K. Closed Session

Chair Smallcombe read the closed session items. No public comment was received on either closed session items. Chair Smallcombe moved back up to Board Information for a special announcement from Joe Lynch.

3:46 PM Chair Smallcombe recessed into the Board into closed session.

1. **Administration**

CLOSED SESSION: Conference with Labor Negotiator of the Mariposa County; Name of County Negotiator: To Be Determined; Name of Employee Organizations: Managerial/Confidential Organization (MCMCO); and Service Employees International Union (SEIU)

RESULT: CLOSED SESSION HELD

2. **County Counsel**

CLOSED SESSION: Conference with Legal Counsel; Significant Exposure to Litigation Pursuant to Subdivison (b) Government Code Section 54956.9; Number of Cases to be Discussed: 1

RESULT: CLOSED SESSION HELD

Report Out

4:00 PM Chair Smallcombe reconvened and reported that during the closed session, the following took place.

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- Closed Session Item 1: Information received and direction was given.
- Closed Session Item 2: The Board unanimously denied Claim Number 25-4.

M. Adjournment

4:02 PM Chair Smallcombe adjourned in memory of Carl Brown, Karen Mimler, Dayle Law, Keith Kreitter, Jr., and Richard Lee Bolton Sr.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisors

DRAFT

Mariposa County

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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
JUNE 3, 2025

A. 9:00 AM Called 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")

After the pledge, there were minor tech issue with a speaker in the chambers.

9:04 AM Chair Smallcombe read the consent note.

Public comment was received by Margarita King/Public Health Nurse/Resident, who commented on CA. 14. She thanked the Board for their proclamation. She noted that Trails Day is a day to take a breath and increase connectivity. She noted there would be a trails day on June 7th, with a free guided walk led by Ben Goger. She noted this event was intentional collaboration, stating by working together, they embodied one health, one

community. She invited the whole community to join them. She further said there would be a social hour held on June 6th from 4:30 PM to 6:30 PM at the Grove House.

Leigh Westerlund/Assistant County Administrative Officer, commented on CA. 2, noting this is the second budget action for the same amount and same thing that Board saw previously. She noted this is needed for County Counsel to process invoices received due to a large trial in which the indigent defense attorneys had to conflict out of. She said bills are coming in for that trial, and they may need to return for an additional twenty thousand. In response to a question from Supervisor Menetrey, Ms. Westerlund noted that the balance of contingency after this item would be $298,000+.

Supervisor Smallcombe commented on CA.3, and asked Ben Goger/Senior Planner to come to the podium. Mr. Goger noted this is directly related to the Fournier Bridge project as it is indeed in need of all–weather egress. He noted this pays for the construction match, out of the housing trust fund, as it is felt this is an infrastructure investment. He noted this comes on the heels of the weather received in recent storms, in which the low-income populations were stranded.

Supervisor Menetrey commented on CA. 5 and CA. 6, asking if that was enough. Monica Nielsen/Agricultural Commissioner noted that the agreement for the Farmers Markets is for investigations only. She noted it is received from unclaimed gas tax; the numbers end up balancing themselves. She noted for the Nursery, this is the minimum amount counties receive, and no, it does not cover their time. In response to Supervisor Toso, Commissioner Nielsen noted that the pesticides that use to be used for grasshoppers, is now longer allowed, but they are working with Modoc County and the USDA for an answer to the grasshopper issue.

Supervisor Poe commented on CA. 11, noting they had two cafes that participated in the senior meal program. He noted what people loved about it most was the camaraderie. He noted it was disheartening when the cafes decided not to continue the program. He noted he would like to see what can be done about bringing back that camaraderie.

Kristina Keheley/Health and Human Services Agency (HHSA) Director noted in response to Supervisor Poe, that the hot meals are intended to be enjoyed together. She noted they have the ability to do that at the VFW. She shifted to the new building being built in North County, noting that there is a lot of natural light, as there are no walls currently. She noted the grant funding is for behavioral health, but they are forward-thinking about expanding the senior meal service to that building.

Kazzy Cunningham/Public Information Officer for HHSA noted that with the expansion of the North County Office, there will be transportation needed. She noted that they will be housed in that new building as well and are looking to provide the services the north county needs.

Supervisor Kiser commented on CA. 12, asking what the benefits of the program are. Director Keheley noted it was a requirement under Assembly Bill (AB) 1051. She noted that once a client is placed, the placing county must contract within 30 days. She noted it is billed through Medi-cal, and that this is a full team approach, especially when placing youth. She noted we contract these facilities ahead of time, so it can be a quick placement if needed.

In response to a question from Supervisor Kiser, Sydney Forga/Division Director HHSA noted we do not place youth often, but it could be for a number of things such as behavior, escalation, maintained runaway, substance abuse, mental health, behavioral health, etc. Director Keheley further emphasized that without

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these contracts, some individuals may spend days in the Emergency Room, occupying a bed until placement can be found, so these contracts are proactive in preventing such situations.

Supervisor Toso commented on CA. 13, noting she never thought it would happen to her. Noting a situation where someone took advantage of her elderly father. She stated she is working on a registry for individuals who commit these types of crimes on the elderly.

Chair Smallcombe commented on CA. 16, asking Director Keheley to return to the podium. Instead, Ms. Cunningham, their PIO, came back up, noting LIHEAP is one of their most-used programs. She noted this helps make propane, utility, and wood payments for many. She noted they received $500,000, but the funds ran out in March/April, and they are working hard to get more.

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

Health and Human Services Agency

CA1.

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Administration**

Approve Budget Action Reducing General Fund Contingency and Increasing Appropriations in the Indigent Defense Budget to Cover Significantly Higher Costs than Prior Year ($50,000) (4/5ths Vote Required)

CA3. **Administration**

Approve Budget Action Transferring Funds within the Administration Budget to the Public Works Budget ($1,333,559) (4/5ths Vote Required)

CA4. **Administration**

Approve the Revisions to the Agricultural Standards Program Technician I/II Classification, Including Reducing the Salary Range for the Agricultural Standards Program Technician I from ($53,458.080 to $64,983.360) to ($45,562.4 to $55,386.24) and Reducing the Salary Range for the Agricultural Standards Program Technician II from ($58,801.6 to $71,479.2) to ($50,346.4 to $61,201.92), Effective Immediately

CA5. **Agricultural Commissioner**

Approve the Certified Farmers Market Inspections Agreement 25-0125-000-SA for Fiscal Year (FY) 25/26 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA6. **Agricultural Commissioner**

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Approve the Nursery Inspection Program Cooperative Agreement No. 25-0273-000-SA for Fiscal Year (FY) 25/26 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA7. **Agricultural Commissioner**

Approve the Petroleum Products Program Cooperative Agreement Number 25-0026-000-SA for Fiscal Year (FY) 25/26 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA8. **Agricultural Commissioner**

Approve First Amendment to the Noxious Weed Program Cooperative Agreement No. 23-0094-000-SA to Extend Agreement through December 31, 2027, with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA9. **Assessor/Recorder**

Approve Sixth Amendment to the Agreement with Avenu Enterprises; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA10. **Health and Human Services Agency**

Approve an Increase in Extra-Help Hours from 999 Hours to 1300 Hours for the Extra Help Office Assistant II in the Health and Human Services Agency Department, Medical Records Team, Effective Immediately

CA11. **Health and Human Services Agency**

Approve the Contract Renewal Proposal with Area 12 Agency on Aging for Services in the Fourth Year (Fiscal Year 2025-2026) of the Awarded Four Year Area 12 Agency Grant (July 2022 through June 2026); and Authorize the Board of Supervisors Chair to Sign the Proposal

CA12. **Health and Human Services Agency**

Approve an Agreement with Center for Positive Changes in an Amount Not to Exceed $400,000 for Specialty Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA13. **Health and Human Services Agency**

Proclaim the Month of June 2025 as "Elder and Dependent Adult Abuse Awareness Month"

CA14. **Health and Human Services Agency**

Proclaim June 7th, 2025, as "Trails Day"

CA15. **Health and Human Services Agency**

Approve an Agreement with Evident Change in the Amount of $36,791 for Software as a Service; and Authorize the Board of Supervisors Chair to Sign the Agreement

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CA16. **Health and Human Services Agency**

Approve First Amendment 25B-3021 (A01) to the Grant Agreement with the Department of Community Services and Development (CSD) Increasing the Amount by $115,743, for a New Amount Not to Exceed $623,670 for Providing Energy Assistance Payments Through the Low Income Energy Assistance Program (LiHEAP); and Authorize the Board of Supervisors Chair to Sign the Amendment

CA17. **Planning**

Authorize the Board of Supervisors Chair to Sign the Community Development Block Grant (CDBG) Revolving Loan Fund (RLF) Dissolution Certification

CA18. **Public Works**

Approve a Five-Year Agreement with Galvin Preservation Services, Inc. (GPA) Consulting for On-Call Environmental and Permitting Services; and Authorize the Board Supervisors Chair to Sign the Agreement

CA19. **Sheriff's Office**

Approve Second Amendment to the Agreement with Mark43 Increasing the Amount by $46,812.74, for a New Amount not to Exceed $1,171,967.27, for Sheriff's Office Records Management and Computer Aided Dispatching System; and Authorize the Board of Supervisors Chair to Sign the Amendment

E. Items removed from Consent Agenda

None.

F. Departmental Presentation

Steve Engfer/Planning Director gave an update on the development code, noting it is making progress. He then discussed the General Plan, as well as other projects being worked on. He thanked the Clerk of the Board and her staff for putting on the Employee BBQ. He extended his appreciation and noted that people working hard to get that leadership support is important. In response to Supervisor Poe, Director Engfer noted there would be a meeting on the 27th of June at 9 AM between the Planning Commission and Code Compliance.

Kristina Keheley provided the Clerk of the Board with some photos, noting that mold remediation was needed on the North County Building. She thanked the Building and Planning Departments for being good partners on this project. She also thanked the contractors. In response to Supervisor Poe, Director Keheley noted that yes, the roof leaking is what caused the mold.

Shannon Hansen/Public Works and Transportation Director, noted she would be issuing an emergency contract for the Ben Hur area, noting a section of the roadway had fallen away. She said they will be taking the K-rail down and taking it to a lane and a half. In response to a comment from Supervisor Toso, Director Hansen noted this cannot go another season, noting if the County receives more rain, we will lose the road.

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Jeremy Briese/Sheriff highlighted his team, noting staffing was tight and calls for service have increased. He noted his team has taken a proactive approach and has pulled together a few operations. He stated morale seemed good. He then shifted topics, noting he would be seeking the Board's support on an issue that affects the Southern Sierra Miwuk and Mono Lake Tribes, who are not federally recognized. He stated the National Park Service has entered into a new agreement with recognized tribes that collect cultural resources. He noted that, due to the Code of Federal Regulations, since the local tribes are not federally recognized, they are excluded from cultural gatherings. He noted that there are many concerns and questions. He said he is gathering information and wants to ensure Board support. He stressed that the Supervisors may get phone calls, as the language is specific and it excludes the local tribe from their homeland. In response to Supervisors Smallcombe, Kiser, and Menetrey, the Sheriff noted he would email them the email string as well as the agreement that was sent from the Department of the Interior.

Jacob Hawley/Chamber of Commerce, who noted the weekend was fantastic, noting the festival began Friday night and kept downtown busy. He noted that it was a different type of festival, but it was a huge success, and many people enjoyed it.

1. **Clerk of the Board**

Handouts Received During or as a Result of Departmental Presentations on June 3rd, 2025

G. Public Comment on Non-Agenda Items

Public comment was received by Kelly Wilson/Creekside Terrace Property Manager, noting her concerns lie with the "smoking tree", which is on County property and right outside the perimeter of the Creekside property. She noted there are five vehicles parked there, and people are smoking and using illegal substances. She said barricades will be brought in, but she feels the tree needs to be removed. She noted a quarter of their tenants' care comes out of homelessness. She then stated that over the last two years, they have had two stabbings, five to six drug busts, and multiple domestic violence issues. She noted the tree allows them to congregate and hopes that with its removal, so will the congregation. She gave photos to the Clerk of the Board. In response to the public comment, Joe Lynch discussed what they are doing to work on these issues.

Jennifer Parish-Martella/Health and Human Services Agency gave a letter to the Clerk of the Board, then read a portion of it. She then stated that the "fact" is that they are merit positions, their salaries are State-funded, and further stated that equal work should have equal pay.

Bob Glendamen (?)/Connection Shelter tenant inquired about the safety of the water to drink. He noted there had not been any communication to the individuals utilizing the connection shelter. In response, Mr. Lynch noted that the notices sent to workplaces will ensure that they make it to the shelter.

Jonathan Noel/Resident commented on the Creekside Terrace issue, asking if the Sheriff's Office does drive-byes and checks in when there are complaints. He noted the issues down there are in everyone's face, stating he's heard several of the issues through "the grapevine". He suggested the County put a trail cam out there since it is not a "good scene". He noted the issues down there are bad for the kids who live there, especially if paraphernalia are being found.

1. **Clerk of the Board**

DRAFT

Handouts Received During Public Comment on Non-Agenda Items on June 3rd, 2025

H. Board Recognitions

1. **Board of Supervisors**

Adopt a Resolution Recognizing Vincent de Paul Kehoe on His Retirement

Chair Smallcombe introduced the item.

Public comment was received by Leigh Westerlund/Assistant County Administrative Officer, who noted she has had the pleasure of knowing Mr. Kehoe for some time. Noting that she first became acquainted later in her tenure at Naturebridge. She noted their paths continued to cross until he became the Assessor/Recorder. She said it had been a joy working with him. He is a terrific leader. She further noted that his leadership is evident, as he has cultivated a great team, and everyone is advancing through the ranks due to his encouragement. She said she relished her time with him.

Marilyn Saunders/Resident noted that he is very knowledgeable about birds, particularly the hawk outside his window.

Tammie Guenthart/Assistant Assessor Recorder, noted that she remembered the day he started and that he had told her she needed to train him. She told him she didn't bull or beat around the bush. She said after a couple of months, he told her she wasn't kidding. She noted it had been a good ride, and they were going to try to keep him around. She congratulated him and told him she would miss him.

Danielle Bondshu/Clerk of the Board, thanked him for his mentorship and was excited for his future with his family.

Steve Engfer thanked Mr. Kehoe, noting he had been great to work with. He said he didn't realize his name's sake and wished him well in retirement.

Susan Hunter/Audit Appraiser noted she met Mr. Kehoe eleven years ago, and through a change in roles, she ended up working for him. She noted he had left an impression. She noted he is a great teacher as she has gained a wealth of knowledge, noting he fostered a team and a knowledgeable environment. She appreciated all he had done for her and their team. She noted how he is always out in the community. She further stated she wanted it on record that they appreciated all they had done.

Sarah Hughes/Assessor staff, noted that she had to stand up and thank Mr. Kehoe for helping her realize her goals and accomplish them. She noted there is a long list of long-term goals. She noted they began the digital master copy of APN maps. She noted he allowed her to drop everything and work on it with Planning and IT to have the same shared drive. She also noted that they began the map project in the vault. She notes he allowed her to create an index of the maps in the vault. She noted that the project led to a contract with the Park Service to digitize and preserve our maps. She thanked him for giving me a second chance.

Autum Pelote/Appraiser noted that before she began working for Mr. Kehoe, she had reached a point where having a boss who cared about her and their team seemed impossible. She stated he proved her wrong.

Supervisors Kiser, Menetrey, Poe, Toso, and Smallcombe all expressed their sentiments, memories, and congratulations to Mr. Kehoe.

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Mr. Kehoe thanked the Board, his wife, and his daughters. He noted his family has made him a better man, and there are a number of individuals who helped get him to this point. He thanked his staff, noting they don't get the recognition they deserve. He stated they make the County government look good.

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

10:53 AM after the vote, Chair Smallcombe moved off the dais and presented Mr. Kehoe with the Board Resolution and Tile Plaque.

Refreshments to Follow

10:59 AM Chair Smallcombe recessed for a refreshment break.

11:16 AM Chair Smallcombe reconvened the Board of Supervisors meeting.

Recess Board of Supervisors

11:17 AM Chair Smallcombe recessed the Board meeting, and the Clerk of the Board read the government code announcement.

Announcement Pursuant to Government Code 54952.3

I. LOCAL TRANSPORTATION COMMISSION

11:17 AM Chair Toso called the Local Transportation Commission meeting to order.

Public Comment Period

None.

LTC Regular Agenda

1. **Public Works**

   Adopt a Resolution Approving the Application Submission to the Federal Transit Administration (FTA) Section 5311 Program for Operating Assistance Funds; and Authorize the Mariposa County Local Transportation Commission (MCLTC) Executive Director to Sign the Application and Any Documents Needed to Implement Section 5311 (Subject to Approval as to Legal Form by County Counsel)

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

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe

DRAFT

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

Adjourn LTC

11:20 AM Chair Toso adjourned the LTC meeting.

Reconvene as Board of Supervisors

11:20 AM Chair Smallcombe reconvened the Board of Supervisors meeting.

J. Regular Agenda Items

1. **Planning**

PUBLIC HEARING: Approve the Closeout of the Community Development Block Grant (CDBG) COVID Business Relief Grants (CV-2 and 3 Allocation) with Agreement #20-CDBG-CV2-3-00074; and Authorize the Board of Supervisors Chair to Sign the Closeout Documents

Will Fassett/Planning gave the staff report. No public comment was received.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District V Supervisor Miles Menetrey
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

2. **Administration**

Receive a Vacancy Presentation Report in Compliance with AB 2561 – Public Agency Vacancy Reporting Requirement

Aimee Rogers and Chris Ferbrache from Human Resources presented a PowerPoint slide show.

Public comment was received from Jonathan Noel, who inquired about how we should address the housing issue—noting that the wages seem to be on the right path.

Board discussion ensued.

Public comment was reopened, and Mr. Noel asked a few clarifying questions.

RESULT:	PRESENTATION HELD

K. Board Information

Information Received.

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12:00 PM Chair Smallcombe recessed the Board meeting and noted they would reconvene at 2:00 PM.

L. 2:00 PM Reconvene

Chair Smallcombe reconvened the Board meeting.

1. **Planning**

PUBLIC HEARING: Appeal PLAN-DIS-2025-00029, an Appeal of Planning Commission and Planning Director Actions on the Approval of Conditional Use Permit No. 2023-078 (Happy Goat Project). Board to consider taking Tentative Action to Uphold or Deny the Appeal.

Chair Smallcombe read the item, and Walter Wall/County Counsel discussed the reasoning behind the "tentative decision" language.

Steve Engfer gave the staff report and a PowerPoint Presentation.

Daniel Wilson/Appellant gave a PowerPoint Presentation.

In response to a question from Supervisor Menetrey, Corrina Miranda/Interim Building Director noted there were no open Code Compliance cases on the property. She noted they were all resolved prior to the approval by the Planning Commission.

In response to Supervisor Kiser, Mr. Wilson noted there is daily activity at his fence line.

Public comment was open in support of the appellant.

Comments were received by Richard Crisp/Resident, who handed the Clerk of the Board a handout. He noted the dust was an issue. He stated they were victims of the Detwiler fire and noted that when they were rebuilding, there were dust mitigation requirements. He said the wear and tear on the roads were visible. He noted this is the first project under the new ordinance and agreed that the conditions needed to be audited, and there also needed to be fines and enforcement.

Public comment in support of the appellant was closed, and the Chair gave the floor to the opponents.

Jesse Fouch/Co-Founder of Happy Goat gave an oral presentation. He noted he is a 6th-generation Mariposan. He thanked the Board for allowing him to speak. He highlighted the work they do in the community, such as giving away 200 pounds of produce each week, and fire mitigation with their goats. He noted they are a non-profit, public charity. He discussed the reasons they applied for a Conditional Use Permit, noting they wanted to be able to have events at the farm to become more sustainable. He then noted he wanted to address some of the comments made by the appellant that were grossly exaggerated. He noted the “cow path” was already a road. He noted they got permits and hired contractors. He noted that, because of the appellant, they have not gone unchecked and have been investigated more thoroughly in this process than he has in his entire life, further noting that the County has intervened multiple times. He then discussed the dust, noting there are plenty of unpaved roads in Mariposa County that generate more dust, such as a parcel he owns on Oak Grove. He then discussed his guardian dogs, noting the appellant stated they are unfriendly and chased him, but then showed a picture of him petting them. He noted that Mr. Wilson's Bull got out of his fence and in with Mr. Fouch’s heifers. He noted he got the bull put back and spent $36,000 to redo the fence. He then also planted hedge rows to help block the view, noise, and dust for Mr. Wilson. He noted Mr. Wilson hides in the bushes and takes pictures. He noted they disallowed the use of dogs in front of

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the property to address Mr. Wilson's concern over the dogs barking all night. He noted he has bent over backwards and tried to work with Mr. Wilson. He noted Mr. Wilson keeps stating they have water rights, but has not provided the paperwork. He noted their wells are far from the property. Mr. Fouch then discussed regenerative farming and how the ditches are used to water the rows and recharge the groundwater. He then noted the Airstream. The appellant mentioned that having a generator running 24 hours a day was false, noting that the owner, who has a right to camp on his own parcel, has only used it for less than 14 days since it was installed. He wanted to emphasize that Happy Goat has had a huge impact on Mariposa County. He also noted the compost pile is due to a grant received by the California Department of Food and Agriculture (CDFA). He noted they work with the school and local restaurants to take food waste. He noted they also used wood chips, as they keep the soil cool. He noted they've put the compost on the fields and will move the compost pile to a new location.

In response to a question from Supervisor Menetrey, Mr. Fouch noted he planted 125 pomegranate trees as the hedge row, which cost him $5,000. He noted they will be 20 ft tall and 20 ft wide, to assist in blocking Mr. Wilson's view of their operation.

Public comment was open in support of the opponents (Happy Goat) and was received by Nancy Martin/Bullion, who noted that she has known Mr. Fouch for five years. She noted that his cattle will get onto her property, and he is always very responsive. She noted she believes Happy Goat is important to Mariposa County. She noted that she is involved in Rotary and is aware of the significant amount they donate to the community. She noted they have provided for over 750 families through Manna House, donated 4,400 pounds of fresh produce, educated 1,400 students who have visited the farm, and defended 388 homes by using their goats to clear fire fuels. She noted they are great neighbors, reiterating that he is very responsive.

Jeanne-Ann Pine/Resident noted the Board has heard her praise Happy Goat on more than one occasion. She stated the Master Gardeners work with them on their plant-a-row program. She noted she took Mr. Fouch with her, and he got to meet the people who received the food. She noted he was moved by how happy and appreciative people are. She noted he suggested purchasing a refrigerator, noting he goes above and beyond. She noted she tries not to speed on their road, noting it's dusty, but it's part of living here. She discussed other things they do, noting it's a beautiful property and an incredible asset.

Lacey Sharp/Happy Goat Employee, noted that she wanted to address comments made about the guardian dogs. She noted they are essential to their operation. She noted Mr. Wilson had not filed any animal control complaints. She noted an issue on January 3rd, 2024, in which there was a complaint from Mr. Wilson. She noted that the complaint was that a dog had been separated from the flock because it had caused harm to one of the animals. She noted they had gone against the grain to use the livestock for fire mitigation. She also noted they have a lime green firetruck to defend their property, which would in turn protect their home. She noted that they do have employees who start early, and it is due to the heat. She noted the importance of the field trips, noting that they are teaching the children about where their food comes from. She further noted she took concern with him recording and taking pictures of the school children. She noted that the parents send their children and expect their children to remain safe. She did not think it was okay for him to take pictures of the children.

Jacob Hawley/Chamber noted he knows both Mr. Fouch and Mr. Wilson donate to this community. He noted Happy Goat has created jobs and economic generation. He noted seeing something new, more visitation locations, and jobs for kids have been awesome. He noted he feels there is a happy medium for both. He noted there was a lot of work to make the permit happen. He noted he is in favor of Happy Goat.

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Kari Kisela/Resident noted as a mother, her son has gone to Happy Goat several times, and every time he has come back, he has taught her something. She noted they have inspired their own home garden. She noted they are inspiring, and what they are doing with food is touching. She noted it is vital to Mariposa. She noted they should be able to work together.

Kason Kisela/Resident noted he had learned multiple things, like how to plant and grow things. He noted they got to water the plants, eat fresh strawberries, make bracelets from the sheep wool, and hold baby goats.

Susan Robinson/Resident noted she had known Mr. Wilson and had many interactions with him. She noted he is a good community member and feels for them both. She noted she is here to comment on the process. She noted Mr. Wilson felt like he had not been heard. She looked to the board, noting they heard from him today, and it was a brave thing. She noted that what she heard from him was that the County needs to make things smoother. She noted this wasn't right and the Board needed to review the process.

Mr. Wilson came up and gave his rebuttal, noting there is a document in which he put in a Request for Investigation stating its not what they are doing, but where they are choosing to do it.

4:18 PM Danielle Bondshu/Clerk of the Board stepped away momentarily. Deanna Stickles/Deputy Clerk of the Board II stepped in as Clerk.

Mr. Wilson noted he didn't pick or choose this. He noted there were several things he would have rather been doing these past few years than deal with this. He noted he wished the trees back he lost. He also commented on the photography of children, stating it was not recorded live and was from a far distance. He noted he did not have a standoff with Mr. Fouch for 20 minutes. He noted he has been engaged in practicing and standing up for himself throughout the entire town. He noted he has had three conversations with the applicant. He noted the morning the bull got out, he was the first one there and was the one fixing the fence. He noted they offered to collaborate to create gate access. Five months passed, and the gate and fence were built, but there was no gate access, and he was not invited back to the table. He noted he is not questioning the beauty and work they've done or the special events.

4:42 PM Ms. Bondshu stepped back in as the Clerk.

Mr. Wilson continued, noting he wanted his right to a peaceful life, and further noted there is no fault in standing up for oneself. He noted there is no settlement for him, which has been his view for years, and his direction of focus, everything he loved about his place had been eradicated. He noted that people are saying this is his fault, that he's the obnoxious party, but he's just trying to live and document what is occurring. He noted he didn't choose this; others would feel that way if it were them. He noted he appreciated AG and beautiful buildings, but many would not want this activity to be at their front and back door.

Board questions of clarification ensued.

4:27 PM Chair Smallcombe recessed the meeting for a short break and reconvened at **4:34 PM.**

Chair Smallcombe announced that the budget item would be continued to the following day at 9:00 AM.

Board discussion ensued until Chair Smallcombe stopped part of the conversation and turned it to County Counsel, who noted the conversation had turned to a topic that was outside the CUP and was not within the authority of the Board.

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TENTATIVE ACTION: The Board took tentative action to deny the appeal and uphold the Planning Commission's approval.

RESULT:	**APPEAL DENIED (UNANIMOUS)**
MOVER:	District V Supervisor Miles Menetrey
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

5:42 PM Chair Smallcombe recessed the Board of Supervisors meeting for the evening, noting they would reconvene at 9:00 AM to take up the budget item.

2. **Administration**

PUBLIC HEARING: Consider the Final Budget for Fiscal Year (FY) 25-26 (Will be Continued from Day to Day, as Needed)

9:00 AM, June 4th, 2025, Chair Smallcombe reconvened the Board meeting, noting this item was continued from yesterday.

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

Leigh Westerlund/Assistant County Administrative Officer, gave a PowerPoint presentation.

Joe Lynch/County Administrative Officer, thanked Ms. Westerlund and his team. He noted that salary expenses are not the fault of the Department Heads. He noted these increases come from negotiations with the unions. He noted they need to right-size the number of employees the County has, but noted it would be through attrition, not layoffs.

Public comment was received by Bridget Fithian/Sierra Foothill Conservancy Executive Director, who thanked the Supervisors, noting she understood they had a tough decision. She noted she was here to speak on the community partner section. She noted the budget was cut in half, which was very significant to these community partners. She appreciated the opening letter. She discussed what county partners do for the community. She noted they have protected 14,000 acres as well as helped acquire funding for the Creek parkway. She noted with county partners, the money the county invests comes back by bringing in more grant and private funding to the community. She urged the Board to reinstate the full amount to County partners.

Derek Hule (?)/Arts Council noted she was speaking on behalf of Cara Goger. He thanked each Board member for their continued support, noting their leadership and trust had allowed County partners to expand. He noted that community partners, such as the Arts Council, align with strategic goals, identify funds, and identify high-impact projects. He noted they bring in more programming, project management, grant writing,

etc. He noted they elevate the County nationwide. He noted their ability to do such things relies on general operational support. He noted that most of their funding comes from grants and cannot be used to support staff. He stated that receiving general operating funds is rare but essential. He noted this would be a compound loss. He noted they understood how difficult the decision is and respectfully requested the Board reinstate all or at least a portion of the allocations. He noted that the harm caused by deep cuts is significant.

Jacob Hawley/Chamber of Commerce/Visitors Center noted they serve thousands of visitors a year. He noted they contribute a lot to our local economy and work closely with businesses. He noted they encourage visitors to enjoy the local businesses, restaurants, etc., which contributes to sales tax. He noted that visitors' revenue is huge to the community, and they want to ensure there is a positive experience. He noted that the staff at the visitor center caters to many things, including one staff member who speaks five different languages. He stated our County is a tourist destination and they work hard to ensure the visitors come back. He noted the county's contribution was cut by 55%. He noted the Chamber cannot financially make up for that kind of loss to the visitors center. He ended with the note that the County receives T.O.T. from the visitors. What is the County giving back to them?

Lori Dixon/On Behalf of the Chamber Board of Directors, noted that the Chamber has been in existence since 1969. She noted that year after year, they provide critical services to visitors. She noted the revenue could easily be lost to Oakhurst if Mariposa does not continue with the offered services. She noted there was disappointment with the more recent Request for Proposals for Visitor Center operators, noting the County responded with an offer of a one-year contract versus the normal several-year terms. She noted that the visitors center works in conjunction with the Chamber of Commerce and the Chamber has on many occasions provided additional funding to the Visitors Center. She noted their proposal was offered at the same rate, she noted they were happy to renegotiate, but would not be able to provide the same level of service, and to cut funds would mean having to cut key staff. She noted that without this funding, they risk closing the Visitors Center, which would be catastrophic for the local business community.

Bob Johns/Resident gave a handout to the Clerk of the Board. He noted he would be going over the bullets provided. He highlighted that the County spends a good amount of money promoting tourism, someone to fulfill the promise. He noted his funding was extremely critical.

Pete Judy/Resident/Alliance Board of Directors, noted that listening to the fellow non-profits, he understood the importance of community budgeting for services. He noted that integral community partners are used to provide services that save the government money. He noted we needed to help keep people out of custody, and the arts play a part. He noted the county's partners have significantly reduced the need for general fund dollars as they take on many services for the County. He noted he would caution against cutting some of these partners' funding, as it may end up costing more in the long run. He noted he supported the Board and knew their decisions were difficult.

Christina Lucy (?)/Resident emphasized that the visitors center needed these funds to keep it going. She noted that visitors support this community's way of life by keeping businesses alive. She noted they provide so much to this community. She stated that the visitors center provides communication, brings awareness via the news, and keeps individuals updated on what's going on monthly. She asked the Board to consider all the tangible benefits that are provided.

Jonathan Noel/Resident noted his comment is about the Public Works Department. He stated he noticed their budget had been cut by $1 million. He noted the Board should be putting more money into their funds, not removing them. He noted the narrative about wages makes it sound like people were laid off.

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Kari Kisela/Chamber expressed what she felt was the importance of the visitor center. She noted by cutting funding, they would be cutting their staff, advertising, etc. She noted it plays a vital role in the community for businesses, visitors, and people who work here. He noted he wanted to echo what had been said, it's near to the heart.

Joe Lynch, in response to a question that was raised, noted that the difference to restore the $210k to full budget support to the County partners is a tough conversation. He noted it would not break the County, but the understanding is it comes from our departments, who have already cut so much. He noted our partners needed to look for ways to alleviate county funding and not rely on the County. This would free up money for other projects. He then clarified that no county employees were laid off, but open positions were eliminated.

Supervisor Menetrey thanked the Administration and department heads for addressing the fiscal deficit and working diligently to implement the necessary cuts. He noted he was supportive of the community partners and asked if they could just raise the projected revenue instead of taking from our departments. He also noted that the County is in a tough spot, as gas prices are expected to rise, and how the county is prepared for those changes.

Mr. Lynch noted that the option Supervisor Menetrey mentioned is an option he would be okay with, but noted it is a risky move, noting "one is sure, and one is hope." He noted he will know more when the TOT numbers come in. He noted he would do what he could to "split the baby" on this.

Public comment re-opened for phone callers due to a loss of connectivity.

Jeanne-Anne Pine/Resident noted that many are stand-alone. She noted they encompass all things, like having monthly meetings with businesses. She noted everything flows through them and they have an effect on everyone, more than the other non-profits. She noted that the county would suffer without the visitors' center and asked that the Board not cut it.

Mr. Noel commented a second time, noting he was not in favor of cutting partners. He noted they help promote the events that bring in the money.

Mr. Hawley commented a second time, noting that all the funds given go straight to the visitors' center, not to the chamber. He stated their employees don't get annual raises, they work for $16.50 an hour, emphasizing they do not make money off this.

Public comment was closed for the second time.

Supervisor Poe thanked County staff for tightening the belt. He noted the county is in bad shape, stripping down the bank account. He noted if the County kept going down this path, they wouldn't have any money to give. He then asked what HHSA generates in revenue. In response to Supervisor Poe, Dr. Kristina Keheley/Health and Human Services Agency Director, noted several different programs, grant revenue, and medical billing.

After further discussion from the Board on topics such as restoring 25% or 50%, whether TBID could be allocated to the Visitors Center, whether the tourism bureau would contribute, and how much notice the partners received of this decision, the Board provided the following direction.

DIRECTION: Staff is to modify the numbers for staff partners to 100%.

RESULT: DIRECTION GIVEN

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M. Adjournment

11:32 AM on **June 4th, 2025,** Chair Smallcombe adjourned in memory of Terel Young, Brendan Luis, Robert Darrohn, John Stone, Mary Oldham, and Betty Rhoan.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisors

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Mariposa County

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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
JULY 1, 2025

A. 9:00 AM Called 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 note.

Public comment was received by Ryan Oliphant/Chief Probation Officer, who commented on CA. 23. He thanked his staff and noted that their jobs get more challenging year after year. He noted that they now provide more services than they have in the past. He noted that it assists individuals in returning to and being productive community members. He noted his team was doing a great job.

Steve Engfer/Planning Director, commented on CA 8, thanking the Board and staff for their work on this letter. He noted it is a great program, and they look forward to a huge investment in the county.

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Supervisor Poe commented on CA. 12, noting Lindsay is a phenomenal volunteer, and he thanked her for her service. He then commented on CA. 22. He discussed the program, noting that it is so useful.

Supervisor Toso commented on CA. 23, noting she cannot imagine balancing compassion. She said as she looked into it, she thanked them.

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

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Administration**

Approve an Agreement with Tangent for Microsoft 365 Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA3. **Administration**

Approve Budget Action Reducing General Fund Contingency and Increasing Appropriations in the Indigent Defense Budget to Cover Significantly Higher Costs than Prior Year ($50,000); If Approved, Contingency will be Reduced to $115,822 (4/5ths Vote Required)

CA4. **Administration**

Receive the List of Recent Budget Actions Approved by the County Administrative Officer (CAO) and County Auditor in April and May 2025 Pursuant to the County Budget Control and Fiscal Management Policy

CA5. **Agricultural Commissioner**

Approve the Exotic Pest Detection Trapping Agreement No. 25-0002-012-SF for FY 2025/2026 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA6. **Agricultural Commissioner**

Approve Organic Program Cooperative Agreement No. 25-0196-000-SA for Fiscal Year 2025/2026 with the California Department of Food and Agriculture (CDFA); and Authorize the Chairperson of the Board of Supervisors to Sign the Agreement

CA7. **Auditor**

Receive Quarterly Audit Reports for Treasury Funds for the Fourth Quarter of Fiscal Year 2024-25 (May 2025)

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CA8. **Board of Supervisors**

Ratify Letter of Support for Mariposa Creek Parkway Artist-in-Residency Program (Chair Smallcombe)

CA9. **Health and Human Services Agency**

Approve an Agreement with Willow Glen Care Center Dba: Sequoia Psychiatric Treatment Center in the Amount of $200,000 for Inpatient Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA10. **Health and Human Services Agency**

Approve an Agreement with Mountain Counties Emergency Medical Services Agency (MCEMSA) in the Amount of $7,443.48 for Emergency Medical Services for Fiscal Year 2025-2026; and Authorize the Board of Supervisors Chair to Sign the Agreement.

CA11. **Health and Human Services Agency**

Approve an Agreement with Davis Guest Home, Inc., in the Amount of $750,000 for Inpatient Residential Care Facility; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA12. **Health and Human Services Agency**

Re-Appoint Lindsay Burtle to the Mariposa County Commission on Aging, Representing the District II Position with a Term Coinciding with the Remainder of the District II Supervisors' Current Term, Expiring on January 1st, 2029, at 11:59 AM; and Re-Appoint Linda Pribyl to the Mariposa County Commission on Aging, Representing the District IV Position with a Term Coinciding with the Remainder of the District IV Supervisors' Current Term, Expiring on January 1st, 2029, at 11:59 AM

CA13. **Health and Human Services Agency**

Approve Budget Action Decreasing Salary Appropriations and Increasing Client Treatment Facilities Appropriations within the Mental Health Department Budget for Fiscal Year 2025 to Pay Expenses Through Year End ($850,000)(4/5's Vote Required)

CA14. **Health and Human Services Agency**

Approve an Agreement with Bradley Norlander in the Amount of $80,000 for Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA15. **Health and Human Services Agency**

Approve the First Amendment with Central Valley Environmental (CVE) Contracting Group, Inc. Increasing the Amount by $8,899.52, for a New Amount Not to Exceed $64,899.52, for Demolition Services; Authorize the Board of Supervisors Chair to Sign the Amendment

CA16. **Health and Human Services Agency**

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Approve First Amendment with Community Social Model Advocates Increasing the Amount by $150,000 for a New Amount Not to Exceed $525,000 for Inpatient Services; Authorize the Board of Supervisors Chair to Sign the Amendment

CA17. **Health and Human Services Agency**

Approve an Agreement with CalSAWS Consortium in the Amount of $7,443.48 for County Purchase, MRP-2025-01, for Electronic Return Mail Notification; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA18. **Health and Human Services Agency**

Approve an Agreement with California Department of Health Care Services (DHCS) for Specialty Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA19. **Health and Human Services Agency**

Approve an Agreement with Berliner Cohen, LLP in the Amount of $600,000 for Legal Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA20. **Health and Human Services Agency**

Approve an Agreement with Area 12 Agency on Aging in the Amount of $304,500 for Services in Fourth Year (Fiscal Year 2025-2026) of Awarded Four-Year Area 12 Agency Grant (July 2022 Through June 2026); Authorize the Board of Supervisors Chair to Sign the Agreement; and Designate the Health and Human Services Agency Director as the Designee to Complete and Sign Documents Per Exhibit E of the Agreement and Any Future Amendments to the Agreement (Subject to Approval as to Form by County Counsel)

CA21. **Health and Human Services Agency**

Approve an Agreement with Infant/Child Enrichment Services, Inc. in the Amount of $250,000 for Child Care; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA22. **Planning**

Approve a Three Year (3) Agreement with Environmental Systems Research Institute, Inc. (ESRI) for County-Wide GIS Services Renewal Contract in an Amount Not to Exceed $90,600; and Authorize the Chair to Sign the Agreement

CA23. **Probation**

Proclaim the Week of July 20th through July 26th, 2025, as "Pretrial, Probation, and Parole Supervision Week"

CA24. **Probation**

Approve a Three Year (3) Agreement with Alliance For Community Transformations for Drop-in Center to provide Rehabilitative and Support Services to Probationers in the Amount of $675,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

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CA25. **Public Works**

Approve a Three Year (3) Agreement with Moore Twining Laboratories, Inc. in the Amount of $240,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA26. **Public Works**

Approve an Agreement with VRPA Technologies, Inc., for Staff Augmentation for the Engineering Department in the Amount Not to Exceed $100,000; and Authorize the Board Supervisors Chair to Sign the Agreement

CA27. **Public Works**

Approve First Amendment to the Agreement with CAL FIRE for an Emergency Incident Helibase/Airbase for Exclusive Use Helicopter at Mariposa-Yosemite Airport; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA28. **Public Works**

Approve an Agreement with PJ Helicopters, Inc. for the Payment of Fuel Flowage Fees Related to the Agreement with CAL FIRE for an Emergency Incident Helibase/Airbase for Exclusive Use Helicopter at Mariposa-Yosemite Airport; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA29. **Public Works**

Approve Change Order No. 2 with Peak Excavation and Land Clearing in the Amount of $119,175.65 for the Yosemite West Leach Field Expansion and Repair Project; and Authorize the Board Supervisors Chair to Sign the Change Order

CA30. **Air Pollution Control District (APCD)**

Ratify the Acceptance of the Grant Agreement for G24-EIDG-14 from the California Air Resources Board (CARB) in the Amount of $8,583 to Conduct an Inventory of Criteria Pollutant and Air Toxic Emissions Signed by the Acting Air Pollution Control Officer on April 21, 2025; and Approve Budget Action Recognizing the Grant Revenue ($8,583)(4/5ths Vote Required)

E. Items removed from Consent Agenda

None.

F. Departmental Presentation

Shannon Hansen/Public Works Director, noted that Ben Hur Road is fixed and now open. She thanked the company, George Reed, for their quick work. She then discussed the downtown project, noting the overall project was $7.3 million and they came in under budget by $100k. She recognized her Associate Engineer, Joan, who was out there every day, alongside the contractors, ensuring the project was smooth. She noted they are waiting for PG&E for the lighting, but they are handling business.

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Jeremy Briese/Sheriff thanked the Board for their support. He noted that their support was evident this weekend. He then thanked his staff and volunteers, noting over the weekend they had several search and rescue call-outs as well as a split investigation. He noted that with short staff and using their contact resources, they covered over 500 miles of rugged terrain. He noted that they located their first missing person quickly, but the second at-risk missing person turned out to be an individual trying to abscond from them. He noted that individuals are no longer in Mariposa County. He also noted they had two individuals graduate from the academy and said Deputy Green and Ramirez would be on the streets soon.

Sydney Forga/ Division Director Health and Human Services Agency gave a flyer to the Clerk of the Board and noted they have partnered with the FBI to give a class at the senior center on financial fraud.

Steve Engfer gave a quick update on the development code project. He noted the Planning Commission would be considering several articles at their July 18th meeting and encouraged all to join and participate.

Kari Kisela/Chamber of Commerce wished all a Happy Independence Day. She noted Lake McClure and Bass Lake would have fireworks shows. She made a public service announcement reminding all that fireworks are not allowed in Mariposa County.

G. Public Comment on Non-Agenda Items

Jeanne-Ann Pine/Resident wanted to talk about a poison. Noting it's not new, and more and more people are using it. She noted that many drugs that are illegal today were once legal. She noted a legal drug called Kratom, which is not regulated, has no age restrictions, and can cause withdrawals, mental confusion, dry mouth, loss of appetite, and is highly addictive. She noted people who have become addicted are being denied treatment because it is a legal substance, much like alcohol or tobacco. She noted that mountain communities get hit hard by addiction. She noted she did some research and found that the County could ban the substance, which would allow there to be some teeth for the Sheriff's office. She ended with the sentiment that she found it appalling that any child could walk into the smoke shop and purchase this at any age.

Bill Lowe/Former President of Mariposa Butterfly Festival/Board Member of the History Center, noted that every year, many children, even from other counties, come to the local museum. He noted they have a stamp mill that is the only stamp mill of its size still operating. He noted that they would be hosting a fundraiser on July 12th, 2025, from 6:00 PM to 9:00 PM called "Night at the Museum". He noted the dress code is "Cowboy Formal". He noted the proceeds would go to preserve and protect the stamp mill.

Carol Suggs/Rodeo Royalty Board Member introduced Heeley Patterson/2025 Mariposa Rodeo Queen and Aurora Kelling/2025 Mariposa Rodeo Jr. Princess, who spoke about what they have done over the past year and what they have upcoming. Rodeo Queen Patterson noted she would be hosting a fundraising event on July 12th for the upcoming royalty. She noted tickets would be $25, and it would be held at Cathey's Valley Park. She further noted the coronation for the incoming royalty would be held on August 9th. Ms. Suggs noted further that interviews would be on August 2nd.

Kelly Wilson/Creekside Terrace Manager noted that since her last attendance at a Board meeting, one car had been towed, and the others had left. She noted they are still having problems. She noted the homeless community comes over and there is trash, a mattress, and a woman who screams every night. She noted she doesn't see the problems going away unless the tree gets cut down. She noted there are environmental issues. She noted this is a systemic problem. She stated that towing cars was not enough; the property

needed to be cleared. She noted this environment is not conducive to the healing of those who have moved into the apartments to better their lives.

In response to the above comment, Sheriff Briese noted his staff is down there often. He noted the CAO and Public Works have jumped on this situation. He noted they try to deal with situations quickly. He feels the complex needs to redo its rules.

Joe Lynch/County Administrative Officer (CAO) noted that the parcel the tree is on is County property. He noted they had put out K-rails and had cars towed. He noted they cannot fence county property. He noted it is a systematic issue, not a tree issue. He noted they will continue with their collective efforts.

Jonathan Noel/Resident commented on Ms. Pines comments on Kratom, asking if the Sheriff's Office has the authority to go in and remove it from the shelves.

H. Board Recognitions

1. **Public Works**

Adopt a Resolution Recognizing Darryl Nielsen on his Retirement

Chair Smallcombe introduced the item.

Public comment was received by Shannon Hansen, who gave her congratulations to Mr. Nielsen. She thanked him for all he had done over the last 19 years. She noted he would be much busier in retirement than at work, as Ms. Nielsen had a long list for him.

Chair Smallcombe brought it back to the Board, where Mr. Nielsen received more kudos and congratulations from Supervisors Toso, Menetrey, and Smallcombe.

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

Chair Smallcombe moved off the dais and presented Mr. Nielsen with his resolution and tile plaque.

Recess Board of Supervisors

10:03 AM Chair Smallcombe recessed the Board meeting, and the Clerk of the Board read the announcement.

Announcement Pursuant to Government Code 54952.3

I. LOCAL TRANSPORTATION COMMISSION

DRAFT

10:03 AM Chair Toso called the meeting of the Local Transportation Commission to order.

Public Comment Period

None.

LTC Regular Agenda

1. **Public Works**

   Approve First Amendment to Option Agreement for Purchase and Sale of Real Property for the Mariposa Zero Emission Transit Yard Project

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

AMENDMENT: Not to Exceed amount updated to $340,585.

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

Adjourn LTC

10:07 AM Chair Toso adjourned the LTC meeting.

J. VEHICLE PARKING DISTRICT NO. 1 OF MARIPOSA COUNTY

10:07 AM Chair Smallcombe called the meeting of the Vehicle Parking District No.1 to order.

Public Comment Period

None.

Parking District Regular Agenda

1. **County Counsel**

   Approve a Lease Agreement Within the Parking District Commencing July 1, 2025 and Terminating on June 30, 2026; and Authorize the Parking District Chair to Sign the Agreement

Walter Wall/County Counsel gave the staff report. No public comment was received.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District V Supervisor Miles Menetrey

DRAFT

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

Adjourn Parking District

10:09 AM Chair Smallcombe adjourned the VPD meeting.

Reconvene as Board of Supervisors

10:09 AM Chair Smallcombe reconvened the meeting of the Board of Supervisors.

K. Regular Agenda Items

1. **Fire**

Approve Opening of a 45-day Public Comment Period; Upon Closure of Public Comment Period, Approve Recommended Funding Proposals from the Secure Rural Schools and Community Self-Determination Act of 2000; and Authorize the Board of Supervisors Chair to Sign the Grant Agreements

Chris Bernard/Battalion Chief/Cal Fire/Mariposa County Fire, gave the staff report. No public comment was received. Supervisor Poe thanked Fire staff.

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

2. **Planning**

Approve the Dissolution of the Midpines Planning Advisory Committee; and Recognize the Service of Eileen Collins, Adam Ferguson, Gary Francisco, Angela Heiss, Heather Huppe, Charles Lammers, Caroline McGrath, Candy O'Donel-Browne, and Nancy Parke

Steve Engfer/Planning Director, gave the staff report. Polina Pivak/Senior Planner gave a further staff report. No public comment was received. Board discussion ensued.

RESULT: **Adopted (UNANIMOUS)**
MOVER: District V Supervisor Miles Menetrey
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

3. **Clerk of the Board**

Waive the Second Reading and Adopt an Ordinance to Amend Section 2.92.04 Titled "Administrative Powers and Duties"

DRAFT

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

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

4. **Administration**

Approve Amendments to the Mariposa County Ergonomics Program Policy

Robert Stark/Administrative Analyst gave the staff report. No public comment was received.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District II Supervisor Shannon Poe
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

5. **Administration**

Approve the Revision to the Purchasing Policy in Compliance with the Updated California Uniform Public Construction Cost Accounting Act (CUPCCAA) Bid Limitations

Robert Stark gave the staff report. No public comment was received.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Jenni Kiser
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

6. **Public Works**

PUBLIC HEARING: To Consider Summary Vacation of a Portion of Public Right of Way Access and Utility Easements Within Yosemite Parkway

Shannon Hansen 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

7. **Administration**

Approve the Note Purchase Contract, the Mariposa County Note 2025 in the Amount of $3,168,010; Approve Letter of Representations for the Sale of the Note to the County Treasurer for the Purchase

DRAFT

of a Heating, Ventilation, and Air Conditioning (HVAC) System for the Adult Detention Facility at 5379 Highway 49N; Authorize the Board of Supervisors Chair to Sign all Documents Pertaining to the Financing Thereof (Subject to Approval as to Legal Form); and Approve a Budget Action Establishing a Fund in which Payments Will be Made for the Adult Detention HVAC System ($3,168,010) (4/5ths Vote Required)

Leigh Westerlund/Assistant County Administrative Officer gave the staff report. Joe Lynch gave further information. Courtney Morrow/Treasurer/Tax Collector/County Clerk answered a few questions from Supervisor Menetrey. No public comment was received.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District V Supervisor Miles Menetrey
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

8. **Public Works**

Approve Agreement with Bobo Construction, Inc., for the Adult Detention Facility HVAC Replacement Project in the Amount of $2,696,000; and Authorize the Board Supervisors Chair to Sign the Agreement

Shannon Hansen gave the staff report.

Public comment was received by Jonathan Noel, who asked when this project would begin.

Thomas Roehrick/Carpenters Union asked the Board to reconsider doing business with Bobo Construction as they are not a responsible bidder. He also gave the Clerk of the Board a packet of materials.

Board discussion ensued. Chair Smallcombe re-opened public comment.

Mr. Noel commented a second time, noting the Board should reconsider if it was their only bid. He noted they should put it to the union.

Further Board discussion ensued.

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

9. **Public Works**

Approve Task Order No. 8 with The KPA Group for Construction Management Services in the Amount of $67,610; and Authorize the Board Supervisors Chair to Sign the Task Order

Shannon Hansen gave the staff report. No public comment was received.

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

DRAFT

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

10. **Administration**

Discussion and Possible Direction to the County Administrative Officer to Lead the Effort with an Ad-Hoc Committee of Code Compliance Members to Write the Much-Needed Code Compliance Ordinances and Program Documents

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

DIRECTION: The CAO is to lead the effort by creating an ad-hoc committee of Code Compliance Members, engaging Planning Commission members in conversation with the ad-hoc members and staff.

RESULT: DIRECTION GIVEN

L. Board Information

Information received.

M. Closed Session

Chair Smallcombe read the closed session note. No public comment was received.

12:08 PM Chair Smallcombe recessed the Board into closed session.

1. **County Counsel**

CLOSED SESSION: Conference with Legal Counsel; Significant Exposure to Litigation Pursuant to Subdivision (b) of Government Code Section 54956.9; Number of Cases to be Discussed: 1

RESULT: CLOSED SESSION HELD

Report Out

12:17 PM Chair Smallcombe received the Board meeting and reported that during closed session, information was received, and direction was given.

N. Adjournment

12:18 PM Chair Smallcombe adjourned the meeting in memory of Nick Osenbaugh.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

DRAFT

Rosemarie Smallcombe
Chair, Board of Supervisors

DRAFT

Mariposa County

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5100 Bullion Street
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ROSEMARIE SMALLCOMBE, CHAIR	**DISTRICT I**
DANETTE TOSO, VICE-CHAIR	**DISTRICT III**
SHANNON POE	**DISTRICT II**
JENNI KISER	**DISTRICT IV**
MILES MENETREY	**DISTRICT V**

SPECIAL MEETING OF THE BOARD OF SUPERVISORS ACTION SUMMARY MINUTES

AUGUST 11, 2025

A. 10:00 AM Called to Order and Roll Call

10:01 AM Chair Smallcombe called the special 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. URGENCY ITEM

10:02 AM Chair Smallcombe noted that an urgent item was requested to be added to today's agenda. She noted the item requested to be added was a Closed Session on Public Employee, Possible Termination/Dismissal/Discipline. This request was brought to the Clerk of the Board right before this meeting began and came to the attention of the County Administrative Officer after publication of the agenda occurred.

Pursuant to Government Code Section 54954.2 Section (3) (b) (2), the Board can vote to take up an item not appearing on the agenda if by a two-thirds vote of the members of the legislative body present at the meeting, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the local agency subsequent to the agenda being posted as specified in subdivision (a).

The Board discussed the urgency of it briefly, and on motion by Supervisor Menetrey, seconded by Supervisor Poe, the Board voted unanimously to accept the item on today's agenda as an urgent matter.

DRAFT

1. **Clerk of the Board**

CLOSED SESSION: Public Employee Discipline/Dismissal/Release (Government Code Section 54954.5)

RESULT: CLOSED SESSION HELD

D. Closed Session

10:04 AM Chair Smallcombe announced the Closed Session items; No public comment was received. Chair Smallcombe recessed the Board into closed session.

1. **Board of Supervisors**

CLOSED SESSION: Public Employee Employment: Title of Position to Be Filled: (Government Code Section 54957 (B) (1)) Development Services Directors

RESULT: CLOSED SESSION HELD

Report Out

12:54 PM Chair Smallcombe reconvened the Board meeting and reported that during closed session, information was received, and directions were given for both closed session items.

E. Adjournment

12:55 PM Chair Smallcombe adjourned the special meeting.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisors

DRAFT

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: September 2, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Proclaim the Month of September 2025 as "Suicide Prevention Awareness Month"

RECOMMENDATION AND JUSTIFICATION

Proclaim the Month of September 2025 as "Suicide Prevention Awareness Month".

Suicide Prevention Awareness Month encourages local communities to focus on suicide prevention and to promote awareness and understanding. Suicide Prevention Awareness is crucial in order to reduce stigma, provide support, and prevent future tragedies.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved similar proclamations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve; miss the opportunity to recognize Suicide Prevention Awareness Month and to promote positive development, resilience, recovery, and the transformation of mental health services delivery for our community.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Certificate - Proclaim Sep 2025 Suicide Awareness Month**

VOTE RESULT

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

The Mariposa County Board of Supervisors

proclaims

The Month of September 2025

as

"Suicide Prevention Awareness Month"

WHEREAS, the month of September has been recognized as Suicide Prevention Awareness Month, dedicated to raising awareness, providing resources, promoting evidence-based suicide prevention strategies, and sharing messages of hope and healing; and

WHEREAS, suicide is preventable. Combining knowledge, care, and compassion can make a real impact; and

WHEREAS, suicide is complex and influenced by many interconnected factors. Knowing the warning signs of suicide saves lives; and

WHEREAS, preventing suicide means understanding risk, accessing supportive, proven care, and sharing hope because healing is possible; and

WHEREAS, hope and resilience grow when people feel heard. This can guide people to find strength even in their darkest moments.

WHEREAS, locally tailored efforts address unique community needs. There's no one-size-fits-all in suicide prevention. Community should always be at the table; and

WHEREAS, it is essential to emphasize the importance of prevention and early intervention, access to behavioral health care, and the power of open and non-judgmental conversations to prevent suicide; If you or someone you know is struggling, help is available. Call or test 988 or chat 988lifeline.org at anytime for help and support.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California proclaims the month of September 2025 as **"Suicide Prevention Awareness Month"** in Mariposa County, in order to support suicide prevention awareness.

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 2nd day of September 2025, by unanimous vote.

_____
Rosemarie Smallcombe, District I Supervisor

_____
Jenni Kiser, District IV Supervisor

_____
Shannon Poe, District II Supervisor

_____
Miles Menetrey, District V Supervisor

_____
Danette Toso, District III Supervisor

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-348

MEETING: September 2, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve Grant Agreement with the Department of Housing and Urban Development (HUD) in the Amount of $38,414 for the Homeless Continuum of Care (CoC) Grant Program; and Authorize the Director of Health and Human Services to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve Grant Agreement with the Department of Housing and Urban Development (HUD) in the Amount of $38,414 for the Homeless Continuum of Care (CoC) Grant Program; and Authorize the Director of Health and Human Services to Sign the Agreement.

Mariposa County joined the Central Sierra Continuum of Care, consisting of Amador, Calaveras, and Tuolumne Counties, in January 2015. One benefit of joining this existing CoC is that the County is now able to apply for various State and Federal funding streams, to design and implement homeless assistance and supportive services programs to meet the increased needs of homeless families and individuals. This was a direction identified in the Homeless Strategic Plan that was finalized and approved by the Board of Supervisors on June 9, 2015.

At this time, Mariposa County Health and Human Services Agency (HHSA) has applied and accepted funds to support Permanent Supportive Housing for 4-5 chronically homeless individuals in the community. Permanent Supportive Housing is an evidence-based model that puts individuals with significant mental health or healthcare needs into housing with the necessary support to ensure they are able to successfully remain in housing through case management and in-home help and life skills training. HHSA will leverage other funding sources in Mental Health and Social Services in order to provide the staffing and case management support necessary to meet the needs of individuals. The necessary support will be determined based on the individual needs of the clients served.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved HUD CoC Grant Program Agreement on September 3, 2024 through Resolution #2024-373.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the HUD CoC Grant Program Funds, HHSA will need to identify other funding options to carry out the strategies identified in the Homeless Strategic Plan.

FINANCIAL IMPACT

None

ATTACHMENTS

1. USD HUD - CoC 2026 GRANT

VOTE RESULT

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

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
San Francisco Regional Office
One Sansome Street, Suite 1200
San Francisco, CA 94104-4430

Grant Number: CA1486L9T262409
Recipient's Name: County of Mariposa
Tax ID Number: 94-6000880
Unique Entity Identifier [SAM]: PNG4LUYEKK53
Federal Award Date: 7/3/2025

CONTINUUM OF CARE PROGRAM (Assistance Listing# 14.267)
GRANT AGREEMENT

This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and County of Mariposa (the "Recipient").

This Agreement, the Recipient's use of funds provided under this Agreement (the "Grant" or "Grant Funds"), and the Recipient's operation of projects assisted with Grant Funds are governed by

1. The Consolidated Appropriations Act, 2024 (Public Law 118-42, approved March 9, 2024);

2. title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act");

3. the Continuum of Care Program rule at 24 CFR part 578 (the "Rule"), as amended from time to time;

4. the Notice of Funding Opportunity for FY 2024 and FY 2025 Continuum of Care Competition and Renewal or Replacement of Youth Homeless Demonstration Program (NOFO) except for references in the NOFO to Executive Orders that have since been repealed;

5. all current Executive Orders; and

6. the Recipient's application submissions on the basis of which these Grant Funds were approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition (collectively, the "Application").

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control. Capitalized terms that are not defined in this agreement shall have the meanings given in the Rule.

HUD's total funding obligation authorized by this grant agreement is $38,414, allocated between the project(s) listed below (each identified by a separate grant number) and, within those projects, between budget line items, as shown below. The Grant Funds an individual project will receive are as shown in the Application on the final HUD-approved Summary Budget for the project. Recipient shall use the Grant Funds provided for the projects listed below, during the budget period(s) period stated below.

Grant No. (FAIN)	Grant Term	Performance Period	Budget Period	Total Amount
CA1486L9T262409	12 months	01-01-2026 - 12-31-2026	01-01-2026 - 12-31-2026	$38,414

allocated between budget line items as follows:

a. Continuum of Care Planning Activities	$0
b. Acquisition	$0
c. Rehabilitation	$0
d. New construction	$0
e. Leasing	$38,412
f. Rental assistance	$0
g. Supportive services	$0
h. Operating costs	$1
i. Homeless Management Information System	$0
j. Administrative costs	$1
k. Relocation costs	$0
l. VAWA Costs	$0
m. Rural Costs	$0
n. HPC homelessness prevention activities:	
Housing relocation and stabilization services	$0
Short-term and medium-term rental assistance	$0

Pre-award Costs for Continuum of Care Planning

The Recipient may, at its own risk, incur pre-award costs for continuum of care planning awards, after the date of the HUD selection notice and prior to the effective date of this Agreement, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

These provisions apply to all Recipients:

The Recipient:

(1) shall not use grant funds to promote "gender ideology," as defined in E.O. 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;

(2) agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;

(3) certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;

(4) shall not use any Grant Funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and

(5) Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.

The recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Center for Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.

No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or abets policies that seek to shield illegal aliens from deportation.

Subject to the exceptions provided by PRWORA, the recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

HUD will not enforce provisions of the Grant Agreement to the extent that they require the project to use a housing first program model.

As stated in Section III.A.2 of the NOFO, Faith-based organizations may be recipients or subrecipients for funds under this agreement on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The budget period and performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period and performance period of the grant being renewed. Eligible costs incurred between the end of Recipient's budget period and performance period under the grant being renewed and the date this Agreement is executed by both parties may be reimbursed with Grants Funds from this Agreement. No Grant Funds for renewal projects may be drawn down by Recipient before the end date of the project's budget period and performance period under the grant that has been renewed.

For any transition project funded under this Agreement the budget period and performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule, incurred between the end of Recipient's final operating year under the grant being transitioned and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published on HUD.gov in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices), as may be amended from time to time. The Recipient's indirect cost rate information is as provided in Addendum #1 to this Agreement. The Recipient must immediately notify HUD upon any change in the Recipient's indirect cost rate, so that HUD can amend the Agreement to reflect the change if necessary.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Recipient's applicant profile in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Recipient must comply with the applicable requirements in 2 CFR part 200, as may be amended from time to time.

Build America, Buy America Act. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

Waste, Fraud, Abuse, and Whistleblower Protections. Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. You must comply with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee—as well as a personal services contractor—who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of:

1. Gross mismanagement of a Federal contract or grant;
2. Waste of Federal funds;
3. Abuse of authority relating to a Federal contract or grant;
4. Substantial and specific danger to public health and safety; or
5. Violations of law, rule, or regulation related to a Federal contract or grant.

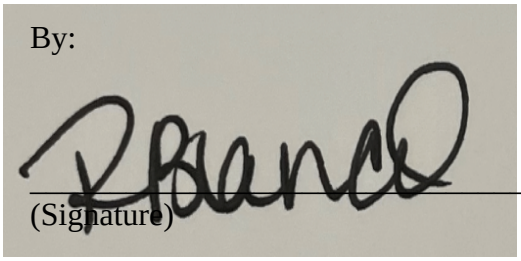
HUD may terminate all or a portion of the Grant in accordance with the Act, the Rule and 2 CFR 200.340. The Agreement constitutes the entire agreement between the parties and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

By:



(Signature)

Rebecca Blanco, Director
(Typed Name and Title)

July 3, 2025
(Date)

RECIPIENT

County of Mariposa
(Name of Organization)

By:

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

OMB Number. 2501-0044
Expiration Date: 2/28/2027

Indirect Cost Information for Award Applicant/Recipient

1. Federal Program/Assistance Listing Program Title:
CONTINUUM OF CARE PROGRAM/Assistance Listing# 14.267

2. Legal Name of Applicant/Recipient: County of Mariposa

3. Indirect Cost Rate Information for the Applicant/Recipient:
Please check the box that applies to the Applicant/Recipient and complete the table only as provided by the instructions accompanying this form.

☐ The Applicant/Recipient will not charge indirect costs using an indirect cost rate.

☐ The Applicant/Recipient will calculate and charge indirect costs under the award by applying a de minimis rate as provided by 2 CFR 200.414(f), as may be amended from time to time.

☐ The Applicant/Recipient will calculate and charge indirect costs under the award using the indirect cost rate(s) in the table below, and each rate in this table is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, if required, has been approved by the cognizant agency for indirect costs.

Agency/department/ major function	Indirect cost rate	Type of Direct Cost Base	Type of Rate

4. Submission Type (check only one):
☒ Initial submission ☐ Update

5. Effective date(s):

6. Certification of Authorized Representative for the Applicant/Recipient:
**Under penalty of perjury, I certify on behalf of the Applicant/Recipient that
(1) all information provided on this form is true, complete, and accurate, and
(2) the Applicant/Recipient will provide HUD with an update to this form immediately upon learning of any change in the information provided on this form, and
(3) I am authorized to speak for the Applicant/Recipient regarding all information provided on this form.

Signature: _____

Date: _____

Name:

Title:

**Warning: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties (18 U.S.C §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. § 3729, 3802; 24 CFR § 28.10(b)(iii)).

Public Reporting Burden Statement: This collection of information is estimated to average 0.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of the requested information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 8210, Washington, DC 20410-5000. Do not send completed forms to this address. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. This agency is authorized to collect this information under Section 102 of the Department of Housing and Urban Development Reform Act of 1989. The information you provide will enable HUD to carry out its responsibilities under this Act and ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD. This information is required to obtain the benefit sought in the grant program. Failure to provide any required information may delay the processing of your application and may result in sanctions and penalties including of the administrative and civil money penalties specified under 24 CFR §4.38. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552). The information contained on the form is not retrieved by a personal identifier, therefore it does not meet the threshold for a Privacy Act Statement.

Instructions for Completing the Indirect Cost Information for the Award Applicant/Recipient

Number	Item	Instructions
1	Federal Program/ Assistance Listing Program Title	Enter the title of the program as listed in the applicable funding announcement or notice of funding availability.
2	Legal Name of Applicant/ Recipient	Enter the legal name of the entity that will serve as the recipient of the award from HUD.
3	Indirect Cost Rate Information for the Applicant/ Recipient	Mark the one (and only one) checkbox that best reflects how the indirect costs of the Applicant/Recipient will be calculated and charged under the award. Do not include indirect cost rate information for subrecipients. The table following the third checkbox must be completed only if that checkbox is checked. When listing a rate in the table, enter the percentage amount (for example, “15%”), the type of direct cost base to be used (for example, “MTDC”), and the type of rate (“predetermined,” “final,” “fixed,” or “provisional”). If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table. If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the award, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied. If the Applicant/Recipient is a government and more than one agency or department will carry out activities under the award, enter each agency or department that will carry out activities under the award, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.
4	Submission Type	Check the appropriate box to identify whether this is the first submission of this form for the award or an update to a previous submission of this form for the award.
5	Effective date(s)	Enter the date(s) for which the information on this form applies.
6	Certification of Authorized Representative for the Applicant/ Recipient	An employee or officer of the Applicant/Recipient with the capacity and authority to make this certification for the Applicant/Recipient must make the certification by signing as provided. They must also provide the date of their signature, full name, and position title.

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: September 2, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Accept Resignation and Recognize the Service of TerryLie DeBeck on the Mariposa County In-Home Supportive Services Advisory Committee, Effective Immediately

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RECOMMENDATION AND JUSTIFICATION

Accept Resignation and Recognize the Service of TerryLie DeBeck on the Mariposa County In-Home Supportive Services Advisory Committee, Effective Immediately.

Ms. DeBeck has served on the In-Home Supportive Services Advisory Committee since her August 2024 appointment. On August 8, 2025, Ms. DeBeck provided notice of resignation from the Mariposa County In-Home Supportive Services Advisory Committee via verbal communication. Upon acceptance of Ms. DeBeck's resignation, a Letter of Appreciation will be sent recognizing her commitment, time and service on this committee.

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Lack of acknowledgment of this resignation will create a missed opportunity to properly recognize a member of our community for their service.

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

1. IHSS NOTICE OF VACANCY (REV. 8.8.25)

VOTE RESULT

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

NOTICE OF VACANCY
MARIPOSA COUNTY IN-HOME SUPPORTIVE SERVICES ADVISORY COMMITTEE

Please be advised that vacancies exist on the Mariposa County In-Home Supportive Services (IHSS) Advisory Committee, representing the following positions:

- 1 At-Large Position: This position must be filled with a current / past recipient of Personal Assistance services.
- 1 At-Large Position: This position must be filled with a current / past provider of Personal Assistance services.

The Advisory Committee, per WIC 12301.3, is to be comprised of no more than eleven (11) members; and by Resolution No. 03-63, the Board modified the membership to be no more than seven (7) members. No less than fifty percent (50%) of the membership of the advisory committee shall be individuals who are current or past users of personal assistance services paid for through public or private funds or as recipients of services under this article.

Members who have been appointed shall serve a term of four (4) years,

The role of the Committee is to (1) submit recommendation to the Board of Supervisors on the preferred mode of services to be utilized in the County for IHSS; and (2) provide ongoing advice and recommendation regarding IHSS related to the delivery of services to the Board of Supervisors, and the administrative body in the County that is related to the delivery and administration of IHSS, as well as the Governing body and Administrative Agency of the public authority, non-profit consortium, contractor and public employees.

Persons interested in serving on the committee must complete an application which can be obtained at either the Mariposa County Health & Human Service Agency, Adult & Aging Services' office at (209) 966-2000 or the Clerk of the Board's Office or can be found on-line at: http://www.mariposacounty.org/DocumentCenter/View/39675/Committees-Application---blank-fillable?bidId= .Completed applications need to be sent to the Clerk of the Board, by mail at P. O. Box 784, Mariposa, CA 95338.

Posted: 8/8/2025

Cc: Board of Supervisors
In-Home Supportive Services Advisory Committee

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-349

MEETING:	September 2, 2025
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Health and Human Services Agency Director
RE:	Approve Certificates of Compliance for the Veterans Affairs Subvention Program and Medi-Cal Cost Avoidance Program for Fiscal Year 2025-26; and Authorize Board of Supervisors Chair to Sign the Certificates

RECOMMENDATION AND JUSTIFICATION

Approve Certificates of Compliance for the Veterans Affairs Subvention Program and Medi-Cal cost Avoidance Program for Fiscal Year 2025-26; and Authorize the Board of Supervisors Chair to Sign the Certificates.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Historically, the Board of Supervisors has approved and Board Chair signed the documents every year.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

1. Funding from the State of California for the Veterans' Services Officer position in the County of Mariposa would be terminated.

2. Veterans, their dependents, and their survivors in Mariposa County could be deprived of assistance if filing for their rights to any privilege, preference, are of compensation provided for by the laws of the United States of California.

FINANCIAL IMPACT

Funding from the State of California for the Veterans Services Officer position in the County of Mariposa could be terminated if the Certificates of Compliance are not approved, which would increase the cost to the County's General Fund for the continued operation of this program.

ATTACHMENTS

1. **Annual Medi-Cal Cost Avoidance Certificate of Compliance FY 2025-26**
2. **Annual Subvention Certificate of Compliance FY 2025-26**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District II Supervisor Shannon Poe

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

STATE OF CALIFORNIA GAVIN NEWSOM, Governor

DEPARTMENT OF VETERANS AFFAIRS
1227 O Street
SACRAMENTO, CALIFORNIA 95814
Telephone: (800) 952-5626
Fax: (916) 653-2456

Annual Medi-Cal Cost Avoidance Certificate of Compliance
Fiscal Year 2025/2026

I certify that Mariposa County has an appointed veteran to serve as the County Veterans Service Officer (CVSO) in compliance with California Code of Regulations, Title 12, Subchapter 4. Please consider this as our application to participate in the Medi-Cal Cost Avoidance Program authorized by Military and Veterans Code Section 972.5

I understand and will comply with the following:

1. All activities of the CVSO for which payment is made by the CalVet under this agreement will reasonably benefit the Department of Health Care Services (DHCS) or realize cost avoidance to the Medi-Cal program. All State and County Medi-Cal Eligibility Workers who generate a Form MC 05 (Military Verification and Referral form) will be instructed to indicate the applicant's Aid Code on the face of the form.

2. All monies received under this agreement shall be allocated to and spent on the salaries and expenses of the CVSO.

3. This agreement is binding only if federal funds are available to CalVet from the DHCS.

4. The CVSO is responsible for administering this program in accordance with California Code of Regulations, Title 12, Subchapter 4 and *the CalVet Procedure Manual for Subvention and Medi-Cal Cost Avoidance* for the current state fiscal year.

_____ _____

Chair, County Board of Supervisors (or other County Official authorized by the Board to act on their behalf)

Date

SCAN AND UPLOAD THIS COMPLETED FORM VIA THE AGENCY ATTACHMENTS IN VETPRO

DEPARTMENT OF VETERANS AFFAIRS
1227 O Street
Sacramento, California 95814
Telephone: (800) 952-5626
Fax: (916) 653-2456

Annual Subvention Certificate of Compliance
Fiscal Year 2025/2026

Charge:

Funds are distributed under this program to counties as partial reimbursement for expenses incurred in the operation of the County Veterans Service Office. Funds are distributed according to Military and Veterans Code Sections 972, and 972.1, a State General Fund Expenditure, and 972.2 a Special Fund Expenditure.

County Certification:

I certify that Mariposa County has an appointed veteran to serve as the County Veterans Service Officer according to California Code of Regulations Title 12, Subchapter 4. This County Veterans Service Officer will administer the aid provided for in Military and Veterans Code Division 4, Chapter 5. This County Veterans Service Officer must achieve and maintain accreditation from the California Department of Veterans Affairs within 18 months of employment or within 18 months of the County Veterans Service Officer position becoming vacant, whichever occurs first. County Veterans Service Representative employees must also achieve and maintain accreditation from the California Department of Veterans Affairs within 18 months of employment.

I certify that the County Veteran Service Officer will assist every veteran of the United States, as well as their dependents and survivors, in presenting and pursuing such claim as they may have against the United States. The County Veterans Service Officer and all accredited employees will also assist in establishing veterans, dependents and survivors' rights to any privilege, preference, care, or compensation provided for by the laws and regulations of the United States or of the State of California.

I certify that only employees who shall meet the definition of a **Veteran Services Representative (VSR)** as described in 38 CFR §14.629, and whose duties include the preparation, presentation, and prosecution of claims for VA benefits, will seek or be referred for accreditation through CalVet. Any VSR accredited through CalVet must understand the following:

I certify that information contained within the VetPro database will not be distributed to any entity outside of the County Veteran Service Office, including other County departments. Additionally, I certify that all College Fee Waiver

DEPARTMENT OF VETERANS AFFAIRS
1227 O Street
Sacramento, California 95814
Telephone: (800) 952-5626
Fax: (916) 653-2456

Approval and Denial Letters will be generated within the VetPro database. I also authorize the County Veterans Service Officer to actively promote the California Veterans License Plate program and other California State benefits for veterans, dependents and survivors, and to assist in the application for those benefits.

I certify that this County, through the County Veterans Service Office, will maintain records for audit. These records will be maintained for a minimum of two years. The County agrees to submit reports in accordance with the procedures and timelines established by CalVet and in accordance with the *CalVet Procedure Manual for Subvention and Medi-Cal Cost Avoidance*. The County Veterans Service Officer will permit CalVet representatives to inspect all records upon request.

_____ _____

Chair, County Board of Supervisors (or other County Official authorized by the Board to act on their behalf) Date

SCAN AND UPLOAD THIS COMPLETED FORM VIA THE AGENCY ATTACHMENTS IN VETPRO

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-350

MEETING: September 2, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve First Amendment to the Grant Agreement with Health Management Associates to Extend the Term to December 31, 2025, for Services in Support of the State Opioid Funding Program; Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action Transferring Funds within the Health and Human Services Department to Cover the Amendment ($11,616)(4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to the Grant Agreement with Health Management Associates to Extend the Term to December 31, 2025, for Services in Support of the State Opioid Funding Program; Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action Transferring Funds within the Health and Human Services Department to Cover the Amendment ($11,616)(4/5ths Vote Required).

The State Opioid Funding Program is a component within the MAT Expansion and is administered by the California Department of Health Care Services (DHCS). For the purposes of this MOU, Health Management Associates is a subrecipient for DHCS and responsible for distributing grants of varying amounts from the State Opioid Funding Program to each participating California County. Mariposa County Health and Human Services will use funding to implement training to expand medication assisted treatment in the county's jail and drug court.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the original MOU under Resolution No. 2023-478 on September 12, 2023.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and HHSA would have to seek alternate solutions for training and it would further result in forfeiture of grant funds.

FINANCIAL IMPACT

None. Funds within the budget are being shifted to cover this change.

ATTACHMENTS

1. FY 2526 MAT Grant Budget Action

2. **RES# 23-478 - Health Management Assoc. (2023-015-MAT, Opioid Funding) 2024-2025 (1)**
3. **Amendment with County of Mariposa - Contract Request Form (685d7ae978) (version 2) (1) (1) (1)**

VOTE RESULT

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

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BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3499	401	49999	MAT/Beginning Fund Balance		(11,616)	
3499	401	60111	MAT/Training		11,616	
				TOTALS	0	0

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

FISCAL YEAR: FY 25/26

DEPARTMENT HEAD SIGNATURE DocuSigned by: kristina kelley EF2F2BFCD1BA4C6... DATE 7/1/2025 | 8:32 AM PDT

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Action Form Revised 07/01/2024

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-478

MEETING: September 12, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve a Memorandum of Understanding (MOU) with Health Management Associates to Receive Grant Funding in the Amount of $85,000 for Services in Support of the State Opioid Funding Program; and Authorize the Board of Supervisors Chair to Sign the MOU

RECOMMENDATION AND JUSTIFICATION

Approve a Memorandum of Understanding (MOU) with Health Management Associates to Receive Grant Funding in the Amount of $85,000 for Services in Support of the State Opioid Funding Program; and Authorize the Board of Supervisors Chair to Sign the MOU.

California's project, "Medication Assisted Treatment (MAT) Expansion", strategically focuses on populations with limited or no MAT access including rural areas, American Indian and Native Alaskan (AI/NA) tribal communities and statewide access to Buprenorphine. The main objective of this project is to raise awareness of the benefits of Medication Assisted Treatment (MAT) during initial intake as well as continued outreach within the jail population.

The State Opioid Funding Program is a component within the MAT Expansion and is administered by the California Department of Health Care Services (DHCS). For the purposed of this MOU, Heath Management Associates is a subrecipient for DHCS and responsible for distributing grants of varying amounts from the State Opioid Funding Program to each participating California county. Mariposa County Health and Human Services (HHSA) will use funding to implement specific and approved strategies to expand access to medication assisted treatment of opioid addiction in the county's jail and drug court. The term of the MOU is July 1, 2023 through June 30, 2025.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved a similar MOU with DHCS through Resolution No. 2019-634 on November 5, 2019.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Non approval of the MOU will cause HHSA to seek alternate solutions and incur the risk of forfeiture of future funding from DHCS.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

DS
C-HHSA

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1. 2023 MAT in Jails and Drug Courts - Jail MAT Implementation Grant MOU

VOTE RESULT

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

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California Medication Assisted Treatment (MAT) Expansion Project Memorandum of Understanding

MOU Number: 2023-015

Contract Title: State Opioid Funding Program: MAT in Jails and Drug Courts Implementation Grant

MAT in Jails and Drug Courts is funded by DHCS through CA FY 2022/23 budget, which included an allocation of State General Funds for the ongoing support to the Medication Assisted Treatment (MAT) Expansion Project

THIS AGREEMENT (the "Agreement"), shall be effective this July 1, 2023 through June 30, 2025 (the "Term").

BY AND BETWEEN County of Mariposa (the "Applicant Agency") and Health Management Associates, Inc. (the "Sub-Recipient" and, together with Applicant Agency, the "Parties" and each a "Party"), created under laws governing the State of California, Department of Health Care Services ("DHCS").

WHEREAS, the Sub-Recipient is the subrecipient of the State Opioid Funding Program awarded by DHCS (the "State Opioid Funding Program: MAT in Jails and Drug Courts Implementation Grant") pursuant to an agreement between Sierra Health Foundation and the Sub-Recipient (the "DHCS Agreement");

WHEREAS, under the DHCS Agreement, Sub-Recipient will distribute grants of varying amounts from the State Opioid Funding Program to each participating California county, for the purpose of implementing specific and approved strategies to expand access to medication assisted treatment of opioid addiction in the county's jail(s) and drug court(s) (the "Distribution Purpose").

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. GRANT AMOUNT AND INTENT: Applicant Agency has opportunity to receive up to $85,000.00 from the Sub-Recipient under the State Opioid Funding Program and DHCS Agreement to achieve the following objectives:
   - To raise awareness of the benefits of Medication Assisted Treatment (MAT) during initial intake as well as continued outreach within the jail population. By use of MAT, greater reduction of the chance of diversion and discharge. When able to administer controlled release IM injections to those preparing to discharge from the jail, they will still have medication if there is a delay in getting their first appointment to renew the prescription.
   - Continued collaboration between all MAT partner agencies

   Specific grant activities will be:
   - Continue to identify and expand additional MAT team partners.
   - Determine care coordination strategies and implement care coordination within HHSA, amongst the MAT team partners and continued care once released from jail.
   - Attend trainings and conferences pertaining to continued MAT education to include travel expenses.
   - Personnel costs within MAT team.
   - MOU's and data sharing agreements will be drafted.
   - Medications related to MAT treatment

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2. APPLICANT AGENCY OBLIGATIONS: To be eligible to receive the funds specified in Section 1, the Applicant Agency must comply with the requirements of this Agreement, including any participation requirements contained in *Exhibit A: MAT in Jails and Drug Courts Learning Collaborative: Jail MAT Implementation Grant Application* and any applicable federal, state, and local laws. Applicant Agency is expected to spend any funds received under this Agreement by June 30, 2025.
Applicant Agency must submit the following, as specified in Exhibit A: (a) monthly jail MAT statistics submitted quarterly; (b) an Interim Financial Report; and (c) a Final Project Report and Financial Report within 30 days following the project end date. The Sub-Recipient will provide the Applicant Agency with a template Interim Project Status Report.

The Applicant Agency identifies the following entity information and representatives:

Entity's Legal Name	County of Mariposa
Doing Business As (if applicable)	
Street Address	5362 Lemee Lane
City, State, Zip	Mariposa, CA 95338
Mailing Address, if different	PO Box 99, Mariposa, CA 95338

Primary Grant Director	Authorized Signatory	Contract Representative
Individual leading implementation of the grant	*Individual authorized to sign on behalf of applicant agency*	*Individual responsible for agreement processing and negotiation*
Kristina Keheley	Miles Menetrey	Lynn Rumfelt
Division Director of Health Services	Chair, Board of Supervisors	QA Supervisor
kkeheley@mariposacounty.org		lrumfelt@mariposacounty.org
209-966-2000		209-742-0821

3. DISTRIBUTION OF FUNDS: The Sub-Recipient will distribute 50% of the full grant amount ($42,500.00) to the Applicant Agency following execution of this Agreement and upon receipt of funds distributed from the DHCS Agreement. The second half of the grant will be paid by October 31, 2023, contingent upon adherence with quarterly data submissions. If the Sub-Recipient, in its sole discretion, determines that the Applicant Agency has not fulfilled the requirements of this Agreement, then Sub-Recipient shall withhold the second distribution of funds to the Applicant Agency.

4. REPAYMENT OF FUNDS: In the event the Applicant Agency spends funds distributed under this Agreement in a manner inconsistent with the Distribution Purpose or otherwise in violation of this Agreement, the Applicant Agency agrees to repay the Sub-Recipient any funds distributed under this Agreement.

5. RECORDKEEPING; REPORTING; AUDIT AND AVAILABILITY OF APPLICANT AGENCY RECORDS: The Applicant Agency shall keep such records as necessary to demonstrate compliance with this Agreement. The Applicant Agency shall submit reports in such quantity and frequency as determined by the Sub-Recipient demonstrating its compliance with the requirements of this Agreement. If applicable, the Applicant Agency will complete and submit such documentation requested by the Sub-Recipient to assure compliance with any applicable audit requirements. The Applicant Agency agrees

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to retain all books, records, and other documents relative to this Agreement for at least three (3) years following final payment under this Agreement, unless any litigation, claim, financial management review, or audit is started before the expiration of the three (3)-year period, in which case the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The Applicant Agency agrees to make such records available for review to the Sub-Recipient, DHCS, or any of their respective authorized representatives.

6. NOTICE: All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each a "Notice") shall be in writing and addressed to: (a) Sub-Recipient at 120 North Washington Square, Suite 705, Lansing, MI 48933; or (b) the Applicant Agency at PO Box 99, Mariposa, CA 95338. The Parties may update their respective addresses from time to time by providing a Notice in accordance with this Section. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving Party has received the Notice and (b) the Party giving the Notice has complied with the requirements of this Section.

7. LIABILITY. Each Party is responsible for its own acts or omissions and the negligent acts and omission of its respective employees, personnel, and agents, to the greatest extent allowed by law. The Applicant Agency shall promptly notify the Sub-Recipient of any claim against the Applicant Agency that relates to the Applicant Agency's performance under this Agreement.

8. DEBARMENT AND SUSPENSION. The Applicant Agency certifies, to the best of its knowledge and belief and after reasonable due diligence, that its principles and key personnel:

    a. Are not presently suspended, debarred, declared ineligible, or voluntarily excluded from eligibility for covered transactions by any Federal department or agency;
    b. Within the three (3)-year period preceding the execution of Agreement, have not been convicted of, or had a civil judgment rendered against them for:
        i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction;
        ii. Violation of a Federal or State antitrust statute;
        iii. Embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
        iv. False statements or receipt stolen property.
    c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated above.
    d. Within a three (3)-year period preceding the execution of this Agreement, have not had any public transaction (Federal, State, or local) terminated for cause or default.

9. ENTIRE AGREEMENT: This Agreement, together with Exhibit A which is incorporated by reference, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

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10. AMENDMENT: This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party to this Agreement, and any of the terms thereof may be waived, only by a written document signed by each Party to this Agreement or, in the case of waiver, by the Party or Parties waiving compliance.

11. GOVERNING LAW: This Agreement and all related documents, including all appendix, exhibits, or schedules attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of California, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California.

12. SEVERABILITY: If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

13. EXECUTION IN COUNTERPART: This Agreement may be executed in multiple counterparts and by e-mail or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

14. GRANT ADMINISTRATION

Is the Applicant Agency a public institution? Yes _____ No_____
Applicant Agency must submit a completed IRS Form W-9 with the signed agreement.

Funds may be paid via electronic fund transfer or paper check. Applicant agency must state preference and submit the associated information.

____ Electronic fund transfer Submit ACH banking information with the signed agreement

____ Paper check Name of Payee_____
Mailing Address_____

(SIGNATURES BELOW)

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IN WITNESS WHEREOF, each of the Parties has caused this MOU Agreement 2023-015 to be executed by its duly authorized representative on the day and year written below:

Approved as to Legal Form:

DocuSigned by:
Steve Dahlem
F6A416F06B394BF...

Steven W. Dahlem

APPLICANT AGENCY:

County of Mariposa

By: DocuSigned by:
Miles S Menetrey
B43EC70C19BE446...
(SIGNATURE)

Name: Miles Menetrey
Title: Chair, Board of Supervisors
Date: 9/12/2023 | 3:55 PM PDT

SUB-RECIPIENT:

HEALTH MANAGEMENT ASSOCIATES, INC.

By: DocuSigned by:
Kelly Johnson
443E490EF3E0422...
(SIGNATURE)

Name: Kelly Johnson

Title: Chief Administrative Officer

Date: 9/13/2023 | 6:50 AM PDT

AMENDMENT #1 TO
Memorandum of Understanding

This First Amendment to Memorandum of Understanding ("Amendment") is made and entered into effective June 30, 2025, by and between Health Management Associates, Inc., a Michigan corporation, including its affiliates, subsidiaries, and/or parent company(ies) ("Company") and County of Mariposa ("Client").

RECITALS

Company and the Client are parties to a certain Memorandum of Understanding regarding Consulting Services dated July 1, 2023 (the "Agreement").

The parties wish to amend the Agreement as further stated herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the following mutual terms and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and the Client agree as follows:

1. Capitalized Terms. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

2. Amendment. The Agreement shall be amended as follows:

A. Schedule & Term. The Schedule & Term of Agreement section shall be amended as follows:

> This Agreement will begin on the Effective Date and shall continue in effect until December 31, 2025, unless terminated earlier (i) pursuant to the provisions of the Agreement or (ii) upon notice from Company that the project for which the Company has been engaged has been completed.

3. Ratification. Except as expressly modified and amended hereby, the Agreement and all the terms and provisions thereof are and shall remain in full force and effect and the same are hereby ratified and confirmed. In the event of a dispute between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall control.

4. Counterparts. This Amendment may be executed in counterparts. Each executed counterpart of this Amendment will constitute an original document, and all executed counterparts, together, will constitute the same instrument.

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the date first above written.

Health Management Associates, Inc., a Michigan corporation	County of Mariposa
_____	_____
Name: Kelly Johnson	Name: Rosemary Smallcombe
Title: Chief Administrative Officer	Title: Chair

HMA Project #: 205469

V.2024.1

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-351

MEETING: September 2, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Rescind Resolution 2025-178; Approve a New Agreement with Stericycle, Inc. to Provide Hazardous Drug Disposal Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Rescind Resolution 2025-178; Approve a new Agreement with Stericycle, Inc. to Provide Hazardous Drug Disposal Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Stericycle, Inc. specializes in providing drug disposal services for smaller healthcare facilities and will collaborate with the Health Services division within the County of Mariposa Health and Human Services Agency (HHSA) to implement a program for designated work sites that require such services.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the most current agreement on May 13, 2025, through Resolution Number 2025-178.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Failure to approve the agreement would make it extremely difficult for HHSA to meet federal, state, and local regulations regarding environmental health.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Stericycle 2026-Ongoing

VOTE RESULT

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

Stericycle®
We protect what matters.

Account/Site #__-__
Generator ID #__

Service Agreement
Effective Date 07/01/2025 between Stericycle, Inc. and County of Mariposa

Service Address

Customer/Company Name: County of Mariposa
Address 1: 5300 Highway 49 N
Address 2:
City / State / Zip: Mariposa, CA, 95338
Phone: 209-966-3689
Fax:
Email: lbello@mariposacounty.org

Billing Information (if different):

Billing Contact/Company Name:
Address 1:
Address 2:
City / State / Zip:
Phone:
Fax:
Email:

	Services Included are Checked Below (Reference Attachment "Service Descriptions" for details)	Allotted Annual Containers	Allotted Annual Stops	Additional Stop Charge	Additional Container / Overweight / Envelope Charge	Monthly Service Fee
☒	Biohazardous Regulated Medical Waste Disposal Service Level: Steri-Safe OSHA Compliance Program	21	13 Stops	$75	Current container rate plus 10%	$ 437.00
☐	Stericycle Reusable Sharps Program (Only available with purchase of "Biohazardous Regulated Medical Waste Disposal" services)	__ Select Container Type	0	-	Current container rate plus 10%	$ 0
		__ Select Container Type	0	-		$ 0
		__ Select Container Type	0	-		$ 0
		__ Select Container Type	0	-		$ 0
☐	Incineration Service (Allotted stops may occur at the same time as the allotted Biohazardous Regulated Medical Waste stops)	0	0	$ 75	$100	$ 0
☒	Pharmaceutical Waste Disposal Hazardous Drug Disposal Service (HDDS)	5	2 stops	$700	$200	$ 215.00
☐	CsRx Controlled Substance Wastage Service (Only available with purchase of "HDDS" services)	0	-	-	1 Gal. CsRx Container Every 16 weeks	$ 0
☐	Steri-Safe HIPAA Compliance Solutions	-	-	-	-	$ 0

		Box Type (WA Only)	*Price per Box	Price per Stop	Min. Boxes per Pickup	Frequency	**Minimum Pickup Fee
☐	Biohazardous Regulated Medical Waste Disposal - Transactional *Additional Comments:*	Select Container Type	$ 0	$ 0	0	Oncall	$ 0

** Price per Box:* ***WA only*** *= Based on WUTC Tariff pricing Hours of operation S* 9-5 *M* 9-5 *T* 9-5 *W* 9-5 *T* 9-5 *F* 9-5 *S* 9-5
*** Minimum Pickup Fee:* ***WA only*** *= $10.00 minimum monthly fee,* ***Transactional*** *= (min. 0 box(es) agreed to by customer + stop charge)*

Monthly Service Fees $ 652.00
Billing Schedule: Monthly
Additional Taxes And Surcharge May Apply

IN WITNESS WHEREOF, this Agreement has been duly executed on the day, month and year written below.

**The offer will expire 07/30/2025*

Stericycle, Inc.:

Name:
Title:
Date:
Signature:

Customer:

Customer/Company Name:
Name:
Title:
Date:
Signature:

By signing above I acknowledge that I am the Customer's authorized officer or agent and that I have the authority to bind Customer to this Agreement. Customer agrees to be bound by these terms and conditions and comply with the applicable Stericycle Waste Acceptance Policy, both of which are integral parts of this Agreement.

TERMS AND CONDITIONS

Account/Site #__-__

Stericycle, Inc., a Delaware corporation, with offices at 2355 Waukegan Rd., Bannockburn, IL 60015 (collectively, "Stericycle"), and County of Mariposa with offices at 5300 Highway 49 N, Mariposa, CA, 95338 ("Customer"), hereby enter into and agree as provided in this Services Agreement (the "Agreement") dated as of the 1st day of July, 20 25 (the "Effective Date).

1. **Services.** (a) Stericycle will provide Customer the services set forth on page 1 of this Agreement (the "Services") which are incorporated herein and made a part of this Agreement. (b) The current versions of the applicable Stericycle Waste Acceptance Policies ("WAPs") are attached and made a part of this Agreement. Stericycle may periodically update the WAPs and the current versions are posted at https://www.stericycle.com/en-us/about-us/policies-positions. Customer shall comply with the WAP applicable to the Services. (c) Customer shall be liable for and shall indemnify, defend and hold harmless Stericycle from and against all demands, claims, actions, losses, damages, and expenses, including reasonable attorney fees, resulting from any Non-Conforming Waste (as defined in the WAP) or Customer's failure to properly store, package, label, or segregate waste in connection with the Services. (d) During the Term, Stericycle shall be the exclusive provider of the Services to Customer at all of its locations, and Customer shall use no other provider for the Services, whether at the service location(s) set forth herein or at any other current or future location(s) of Customer. (e) Stericycle may bill additional charges for each non-compliant container (including overweight containers (50lbs per standard container); containers holding Non-Conforming Waste; and containers where the waste is improperly segregated or packaged) provided by Customer.

2. **Term of this Agreement.** (a) The initial term of this Agreement (the "Initial Term") will begin on the Effective Date set forth above and continue for 60 months. This Agreement will automatically renew for successive terms of the same duration (each, an "Extension Term"), unless either party gives the other party at least 60 days' written notice, prior to the renewal date, of its request to terminate this Agreement. The Initial Term and each Extension Term, if any, are collectively referred to as the "Term ".(b) Upon the expiration or termination of this Agreement, Customer shall pay Stericycle all amounts due for services and products provided prior to the expiration or termination (and any other amounts due to Stericycle, which may include a final pickup fee). (c) Stericycle shall have the right to retrieve its Equipment (defined below) from Customer wherever located.

3. **Pricing.** Customer shall pay to Stericycle the service fees and surcharges as set forth on page 1 (collectively "Service Fees"). (a) Stericycle reserves the right, in its sole discretion, to increase the amount of each Service Fee by up to seven percent (7%) annually on the anniversary of the Effective Date. (b) Additionally, Stericycle reserves the right to adjust or add a surcharge from time to time. Stericycle will provide notice of any new surcharges to Customer, which notice may be included on an invoice. (c) Notwithstanding any provision to the contrary, for Customers with transactional pricing models, Customer shall pay the No Waste Charge if Customer declines or cancels a scheduled service or if Customer's location is closed during a scheduled service. Customer shall pay the Minimum Pickup Charge for service where the total container and stop fees are less than the Minimum Pickup Charge. (d) For Customers with subscription-based pricing models, for services rendered beyond the stated quantities, the total charge will increase based on the amount of units serviced at the applicable additional container rate, extra material unit rate or the current Stericycle standard list price. (e) Customer agrees to pay ancillary charges according to the then-current Schedule of Ancillary Charges at www.stericycle.com ("Schedule"), which is incorporated by reference as if fully set forth herein and is subject to change from time to time in Stericycle's discretion. Stericycle has instituted a per invoice fuel surcharge to manage the impact of diesel fuel price fluctuations. The fuel surcharge is based on the U.S. 'On Highway' Diesel Price Index, a table outlining the Fuel Surcharge can be found at www.stericycle.com.

4. **Payment Terms.** (a) Customer shall pay in full each Stericycle invoice within 30 days of the date of such invoice by ACH or other agreed upon means. Any invoiced amounts not received by Stericycle within that timeframe will be subject to a late fee of 1.5% per month (or the maximum amount allowed by law). Customer shall reimburse Stericycle for all costs that it incurs in collecting overdue amounts from Customer. Stericycle may, with notice, suspend services until any overdue amounts (plus interest charges and collection fees, if any) are paid. Customer shall also pay all taxes imposed by any governmental authority with respect to the purchase of any services and products hereunder, including all sales, use, excise, occupation, franchise and similar taxes and tax-like fees and charges (but excluding all taxes on Stericycle's net income). Stericycle will cooperate with Customer to determine the applicability of exemption certificates, if any, that Customer provides in a timely manner to Stericycle. (b) Stericycle shall submit invoices to Customer in accordance with Stericycle's standard billing process. Stericycle shall not be required to adopt Customer's billing process or to use Customer's preferred billing portal. If Stericycle agrees to depart from its standard billing process (which is entirely within Stericycle's discretion), such agreement may be made provided that: (i) Customer agrees to pay a billing surcharge; (ii) Customer reimburses Stericycle for all fees or other costs payable for the use of Customer's portal; and/or (iii) Customer agrees to any other reasonable requirements of Stericycle related to the use of non-standard billing processes.

5. **Equipment.** Customer shall have the care, custody and control of any containers and other equipment owned by Stericycle and placed at Customer's premises ("Equipment") and accepts responsibility and liability for the Equipment and its contents. Any damage or loss to such Equipment, other than normal wear and tear, will be charged to Customer at full replacement value.

6. **Termination.** Either party may terminate this Agreement, in whole or in part, upon written notice to the other party if the other party breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice of such breach. Documented service or performance deficiencies by Stericycle or nonpayment by Customer of amounts rightfully owed to Stericycle or Customer's failure to comply with Stericycle polices related to the Services shall constitute a material breach. Either party may terminate this Agreement for convenience by giving the other party at least sixty (60) days' notice, however, if Customer terminates this Agreement for convenience, Customer shall be required to promptly pay Stericycle (a) all unpaid invoices and any late charges thereon; and (b) as liquidated damages and not as a penalty, an amount equal to 50% of Customer's average monthly charge multiplied by the number of months (including any partial months) remaining until the expiration date of the Term.

7. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, STERICYCLE WILL NOT BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS, FINES, CIVIL PENALTIES, GOODWILL, DATA, THE COST OF REPLACEMENT GOODS OR SERVICES, OR OTHER INTANGIBLE LOSSES) ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO STERICYCLE'S BREACH OR ALLEGED BREACH OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF STERICYCLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. STERICYCLE'S AGGREGATE LIABILITY, IF ANY, IS LIMITED TO THE AMOUNT OF SERVICE FEES RECEIVED BY STERICYCLE FROM CUSTOMER UNDER THE AGREEMENT DURING THE PRECEDING TWELVE (12) MONTH PERIOD PRIOR TO THE ALLEGED LIABILITY.

8. **Compliance Materials; Confidentiality.** To the extent that Stericycle provides Customer with electronic or printed materials ("Compliance Materials"), it provides these subject to a limited license to Customer to use Compliance Materials for its own, non-commercial use. Stericycle may revoke this license at any time. Customer may not copy or distribute Compliance Materials or use or republish Compliance Materials for or to any third party or audience. Customer agrees to return all Compliance Materials to Stericycle at Customer's expense at the expiration or termination of this Agreement. Stericycle may charge Customer a fee for failure to return Compliance Materials. Customer agrees to not disclose to any third parties Stericycle pricing, policies and procedures. Stericycle will keep confidential all Customer confidential information provided to Stericycle in connection with this Agreement and will use the same solely for the purposes provided in this Agreement. As used herein, "confidential information" means any information provided to Stericycle in confidence that relates to Customer's property, business and/or affairs, other than (i) information that is or has become publicly available due to disclosure by Customer or by a third party having a legal right to make such disclosure and (ii) information previously known to Stericycle free of any obligation to keep it confidential prior to receipt of the same from Customer.

9. **Compliance with Laws**. Each party shall comply with all laws, rules and regulations applicable to its performance hereunder, including anti-corruption and economic and trade sanctions laws. Stericycle and Customer shall keep adequate books, records and documentation as required by applicable laws, rules, and regulations pertaining to the storage or handling of wastes and the Services hereunder.

10. **Excuse of Performance.** Neither party will be responsible if its performance of any act(s) required hereunder (other than the payment of any amounts due) is interrupted or delayed due to any reason beyond its reasonable control.

11. **Governing Law& Dispute Resolution/Agreementto Arbitrate/Class Waiver.** Except as otherwise set forth herein, this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the conflict of law provisions. Any dispute or issue or controversy arising in connection with or relating to this Agreement in any way whatsoever or between the parties ("Disputes") that the parties are unable to resolve informally or through mediation or other means shall solely and exclusively be resolved by binding and final arbitration before the American Arbitration Association ("AAA") in arbitration governed by the Federal Arbitration Act (as the parties acknowledge that the services provided involve interstate commerce) and by means of AAA's Commercial Arbitration Rules and Mediation Procedures (as amended and effective September 1, 2022) ("AAA's Rules"). To the extent that AAA's Rules are subsequently amended, the parties agree that AAA's Rules will be utilized as they existed on September 1, 2022, unless the parties agree otherwise. Expenses of the arbitration (including compensation of the arbitrator) shall at all times be borne equally by the parties, and administrative expenses shall be borne in the manner specified in Rule R-55 of AAA's Rules. The parties will, however, bear their own legal fees. All issues of arbitrability will be decided exclusively by the arbitrator.

All Disputes will be determined on an individual, non-class basis, and in no event shall class arbitration be allowed or utilized nor shall the claims of any other party be consolidated with the claims of any Customer in any arbitration conducted under this provision. To the extent permissible under governing law, Customer further agrees to not participate as a party or absent class member in any class action or other representative proceeding. The exclusive jurisdiction and forum for resolution of any Dispute shall be by arbitration, which shall take place in the state where Customer is located at the closest AAA office.

12. **Waste Brokers.** Stericycle reserves the right to deal solely with the Customer and not with any third party agents of the Customer for all purposes relating to this Agreement. Customer represents and warrants to Stericycle that it is the waste generator and is acting for its own account and not through a broker or agent. Stericycle shall be entitled to terminate this agreement and seek all available legal remedies, including but not limited to liquidated damages, in the amount set forth herein for Customer's breach of this representation and warranty.

13. **No Fine. No Fee. OSHA Guarantee Requirements.** With regard to Steri·Safe℠ Compliance Solutions, Stericycle will reimburse any Customer who subscribes to a Preferred or Platinum Level Program for any civil penalty or portion thereof contained in a citation issued by the U.S. Occupational Safety and Health Administration (OSHA) for a violation of the bloodborne pathogens standard at 29 C.F.R. § 1910.1030 or of a state standard that is identical to the federal bloodborne pathogens standard. Stericycle's obligation to reimburse Customer under this Section 13 is contingent upon: (1) at the time that Customer received the citation, Customer must be subscribed to a Preferred or Platinum Level Program and must not be delinquent on any payments due; (2) the citation must concern Customer's actions or omissions during the period that the Customer was a subscriber to a Preferred or Platinum Level Program; (3) Customer having fully followed each recommendation and instruction included in the Preferred or Platinum Level Program as related to compliance with the bloodborne pathogens standard (whether expressed orally by employees or agents of Stericycle or as set forth in any Compliance Materials); (4) the citation must not relate to actions or omissions for which Customer had previously received a citation; (5) Customer notifying Stericycle as soon as possible after receiving the citation and promptly providing all information and materials requested by Stericycle related to such citation; (6) allowing Stericycle to fully participate in (and, upon request, take control of any aspects of) any defense of the citation; (7) obtaining Stericycle's prior approval of any settlement related to the citation; and (8) Customer paying any civil penalty due in a timely manner and providing acceptable proof of such payment to Stericycle. Stericycle's reimbursement responsibility is limited to civil penalties for actions or omissions during the period that Customer was subscribed to a Preferred or Platinum Level Program. Stericycle shall not have any reimbursement responsibility for any civil penalties due for any period after the date that the citation is received. Customer's failure to perform any of its obligations in this Section to Stericycle's satisfaction shall absolve Stericycle of its reimbursement responsibilities. For purposes of clarity, Stericycle's reimbursement obligations are for the applicable civil penalty only, and Stericycle shall not be responsible for any costs or expenses of any kind that Customer may incur as a result of receiving such citation or any action taken to bring Customer into compliance.

14. **Miscellaneous**. (a) This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes any prior agreements and arrangements between the parties. (b) This Agreement may be modified only by a written amendment signed by an authorized representative of each party. (c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, legal representatives and heirs; provided, however, that Customer may not assign its rights or delegate its obligations under this Agreement without the prior written consent of Stericycle. (d) Stericycle's relationship with Customer is that of an independent contractor, and nothing in this Agreement shall be construed to designate Stericycle as an employee, agent or partner of or a joint venture with Customer. (e) The failure of either party to insist upon the performance of any provision hereof, or to exercise any right granted under any provision hereof, will not be construed as waiving that provision or any other provision, and the provision will continue in full force and effect. All waivers must be in writing and signed by the party waiving its rights. (f) No term or condition contained in a Customer purchase order, invoice acknowledgment, or any other document from Customer shall be binding upon Stericycle unless agreed to by Stericycle in writing. (g) Each provision of this Agreement must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of the Agreement will remain in full force and effect. (h) Stericycle will perform the Services in a professional, workmanlike manner, consistent with applicable industry standards. In the event that the Services do not conform to this warranty and Customer notifies Stericycle of such within ten (10) business days of receipt of non-conforming Services, Stericycle's exclusive obligation (and Customer's exclusive remedy) will be for Stericycle to re-perform such Services at no additional cost to Customer. EXCEPT FOR THE FOREGOING, STERICYCLE MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, AND STERICYCLE SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, OR EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OR ANY WARRANTY AS TO THE SERVICES OR STERICYCLE'S PERFORMANCE HEREIN.

Service Descriptions

BIOHAZARDOUS REGULATED MEDICAL WASTE DISPOSAL

- Safe, compliant collection, transport, and treatment of regulated medical waste.
- Access to DOT and biohazardous training on MyStericycle.com, our convenient online customer portal.

RELATED SERVICES:

Secure pick-up of Fixer/Developer – Photo Processing Disposal Service

- Treatment and disposal of x-ray fixer/developer containing silver or hydroquinone.
- This service is available in CA and parts of CT, MA, NH, RI, VT, NJ and NY.

Secure pick-up of Pathological/Trace Chemotherapy Disposal Service

- Treatment and disposal of infectious waste or discarded items that have been contaminated by trace amounts of chemotherapeutic, cytotropic or antineoplastic pharmaceuticals.

Regulated Medical Waste – Transactional

- Containers, manifests, collection, transport, treatment and disposal of all regulated medical waste (except non-conforming waste) on an on-call basis.

STERICYCLE REUSABLE SHARPS PROGRAM

- Our Sharps Management Service utilizes reusable sharps containers to streamline the collection and disposal of sharps in your facility. A Stericycle driver will pick up your packaged, full sharps containers and provide clean ones for continued use.
- Each reusable container can be utilized up to 600 times. Our service reduces plastic going into landfills and helps avoid utilizing natural resources to create new containers.
- Easy-to-use container design allows for single-handed disposal of sharps. The container base is transparent making it easy to see the fill line and prevent overfilling to reduce needlestick injuries.

COMPLIANCE SOLUTIONS

Steri-Safe℠ OSHA Compliance Solutions

- Award-winning bloodborne pathogens training*, available online in English and Spanish. Our Online Training Center provides tracking and reporting.
- Simple, automated Safety Plan Builder to help you stay compliant and access to over 10 million Safety Data Sheets to easily create a customized online binder.
- Preferred level services include annual on-site training, mock OSHA inspection and a dedicated Healthcare Compliance Educator. We also provide a No Fine. No Fail. OSHA Guarantee.
- Enjoy a 10% discount on Healthcare Products.

Steri-Safe℠ HIPAA Compliance Solutions

- Critical training including HIPAA privacy, security and social media.
- Easy-to-use HIPAA privacy and security risk assessments.
- Preferred level services include annual on-site HIPAA privacy and security gap analysis and trainings.

**2016 Bronze Telly Award for our bloodborne pathogens training in the category of Non-Broadcast Productions – Health and Wellness.*

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Steri-Safe℠ Platinum OSHA Compliance Solutions

- Annual On-Site Training and Mock-OSHA Inspections delivered by your dedicated Compliance Field Educator
- Quarterly Check-Ins that can be used to create required safety plans, SDS Binders, and address issues identified in the Mock-OSHA Inspection
- No-Fine. No Fail. OSHA Guarantee
- "White-Glove" Concierge Onboarding and Personal Online Walkthrough
- Access to Award-Winning Online Blood Borne Pathogens training, with easy-to-use tracking and completion metrics.
- Simple automated safety plan builder and SDS library with access to over 10 Million SDS's.



PHARMACEUTICAL WASTE DISPOSAL

Drug Disposal Service

- Treatment and disposal of non-hazardous pharmaceutical waste. This includes pharmaceutical and over-the-counter drug products that do not fall under the definition of hazardous pharmaceutical waste.
- Environmentally friendly solutions to protect your communities and waterways.

Hazardous Drug Disposal Service

- Treatment and disposal of pharmaceuticals that either exhibit characteristics that make them a hazardous waste or that are specifically listed as a hazardous waste by EPA or state authorities.
- We provide you with a Pharmaceutical Waste Identification Checklist.

Seal&Send℠ Controlled Substance Envelopes

- Seal&Send controlled substance mailback envelopes are for use only by patients/end-users;
- 50 envelopes per location annually.

CsRx® Controlled Substance Waste Service

- This solution is designed to help small hospitals and non-acute care facilities prevent diversion when disposing of controlled substances in the form of tablets, capsules, liquids and patches.
- Mitigates the risk of diversion when disposing of controlled substance waste in your facilities.
- This solution provides peace of mind that your controlled substance waste will be processed with total security and compliance.



SHRED-IT® SECURE INFORMATION DESTRUCTION

- Paper shredding, secure document and hard drive destruction tailored to your needs.
- End-to-end chain of custody and certificate of document destruction after every use.

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-352

MEETING: September 2, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve Second Amendment with The Building Design Group, Inc. Increasing the Amount by $53,000 for a New Amount Not to Exceed $134,691, for Additional Costs for Architectural, Engineering and Construction Consultant Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve Second Amendment with The Building Design Group, Inc. Increasing the Amount by $53,000 for a New Amount Not to Exceed $134,691, for Additional Costs for Architectural, Engineering and Construction Consultant Services; and Authorize the Board of Supervisors Chair to Sign the Amendment.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The original agreement was first approved by the County Administrative Officer on May 14, 2025.

The Board of Supervisors approved the first amendment with the Building Design Group on July 8, 2025, with Resolution #2025-284.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the amendment, and the vendor would be unable to complete the architectural and engineering plans to complete the renovation project of the Health and Human Services Agency North Campus project located at 10304 Fiske Road in Coulterville, California.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **Second Amendment - The Building Design Group Agreement 2025**
2. **RES 2025-284 The Building Design Group First Amendment**
3. **The Building Design Group 2025 Original Signed Agreement**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District III Supervisor Danette Toso
SECONDER: District II Supervisor Shannon Poe

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

SECOND AMENDMENT TO AGREEMENT FOR ARCHITECTURAL DESIGN SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR ARCHITECTURAL DESIGN, is made and entered into this 2nd day of September 2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and The Building Design Group, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated May 13, 2025, wherein Contractor agreed to provide architectural 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-2 are hereby amended to provide that Contractor agrees to provide the following additional services: Engineering/Consultants for Fire Sprinkler Design, Mechanical, Electrical, Plumbing, Energy reports (MEP), Photovoltaic (PV) design for Solar and Certified Access Specialist (CASp). Other Construction Consultants services include: Structural Analysis, Civil, Plan Check, respond to comments and Revisions to plans from 3rd party. The additional services and corresponding additional compensation are set forth in Exhibit A-2. Exhibit A-2 is attached hereto and incorporated by reference.

2. Paragraph 3, "COMPENSATION," and Exhibit A-2 are hereby amended to provide that an additional $53,000 will be added to the original amount of $59,600 as well as the first amendment amount of $22,091, making the total compensation paid to Contractor the not to exceed amount of $134,691. Additional language will include the following: *Additional services, added scope, etc. would be considered an additional fee outside of the "not to exceed" amounts and shall be addressed in the form of an addendum or amendment to the proposal.*

Except as herein amended, the Agreement dated May 13, 2025 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	Marc Farias Jones, Principal, Project Manager The Building Design Group
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Walter Wall County Counsel

THE Building Design Group
Lic. C40483

4620 Ben Hur Rd
Mariposa, CA 95338
Tel: 209 966-5000

CONSULTANT ADDENDUM

Date: August 19, 2025

To Client: Mariposa County Health and Human Services Agency
Contact: Kimberly Ballard, Deputy Director
5362 Lemee Ln.
P.O. Box 99
Mariposa, CA 95338

Phone: (209) 347-9648
Email: kballard@mariposacounty.org
lbello@mariposacounty.org

Re: Project: 10304 Fiske Road
Coulterville, CA 95311
APN: 004-200-021 & 004-200-022

Proposal Addendum 3: Consultants

The Schematic Design Phase is at a level of overall completion and design acceptance, to propose an estimate for architectural services for Engineering/Consultants. The purpose of this addendum is to provide a breakdown of consultant fee estimates per item 5. Estimated Project Fees, Subsection B. Pre-Development Planning: Engineering/Consultants, of the original project proposal agreement dated 4/25/25. The client also proposes to have the following Consultants added to the project scope. Some provided consultants are required; other consultants have been requested by the client as an additional service to be included, per items 11 &/or 12 of the original proposal.

Estimated Breakdown of Fees for the Consultant Addendum

(See Project Proposal and previous addendums for full estimate)

A. **Pre-Development Planning: Architectural Design**

Est.Total - A	See *Project Proposal 4/25/25*

B. **Pre-Development Planning: Engineering/ Consultants**

Fire Sprinkler Design	$3,500.00
MEP:(Mechanical, Electrical, Plumbing, Energy Reports)	$11,500.00
PV Design (Solar)	$2,000.00
CASp	$3,000.00
See *Project Proposal 4/25/25*	*Est. $20,000.00*

C. **Other/Construction: Consultants:**

Structural Analysis	$13,000.00
Civil: *as needed; if required*	$10,000.00***
Soils/Geotechnical Report	TBD, if required
Plan Check/Revisions: AHJ	*Included*
Plan Check/Revisions: 3rd party/non-AHJ (Hourly)	$10,000.00 +/-**
Est.Total – C: Other Construction Consultants	$33,000.00*'**

Total this Addendum **$53,000.00+/- *'****

\+ *See Project Proposal* 4/25/25 & Addendums 6/17/25 & 6/24/25.

*In addition to project proposal 4/25/25 & Addendum (1) 6/17/25 & Addendum(2) 6/24/25.

** Response to plan check comments from the Authority Having Jurisdiction (AHJ) pertaining to BDG & BDG consultant's scope of work shall be included to assist in obtaining plan check approval.

Reviews and response to a supplemental plan review by a non-AHJ or 3rd party reviewer's comments (ie. 3rd party plan check, constructability review, etc.) is considered an additional service which shall be performed as an additional fee per BDG fee schedule. Item 7, original agreement.

*** Note: The client shall provide required and/or requested survey work as-needed for the project, survey work may include but not be limited to; boundary survey, topographical survey, etc.

See project proposal for all descriptions including but not limited to: Invoices, Rates, Reimbursables, Agency/County Review Fees, Consultants, Additional Services, Exclusions, Deposit, etc.

Schedule

BDG proposes the following update to the preliminary schedule for remaining/added scope:

End Aug –Beg. Sept 2025	Fin. Design Development (DD)
End Sept – Beg. Oct 2025	Fin. CDs (aka permit package), ready for Building Dept. 1st submission.

Signature

Please do not hesitate to call should you have any questions, need clarification, or wish to discuss any details of the Addendum. If the Proposal Addendum is acceptable, please sign below and return to the Building Design Group (BDG).

By signing below, the Client proposes to engage The Building Design Group (BDG) as a professional consultant to perform architectural services as outlined in this Addendum (8/19/2025) to the Project Proposal and according to the terms and conditions set forth in the Client-Architect Agreement, dated April 25, 2025.

Signed,

_____ **Date:** 8/19/2025
Kittijuk Tongthaworn,
Architect, Interim
The Building Design Group (BDG)

Or,



_____ **Date:** 8/19/2025
Marc Farias Jones,
Project Manager, Principal
The Building Design Group (BDG)

Owner/Client:

_____ Date: _____
Print

_____ Date: _____
Sign

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-284

MEETING: July 8, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve First Amendment with The Building Design Group, Inc. Increasing the Amount by $22,091 for a New Amount Not to Exceed $81,691, for Additional Costs for Architectural and Engineering Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment with The Building Design Group, Inc. Increasing the Amount by $22,091 for a New Amount Not to Exceed $81,691, for Additional Costs for Architectural and Engineering Services; and Authorize the Board of Supervisors Chair to Sign the Amendment.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The original agreement was first approved by the County Administrative Officer on May 14, 2025.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board chooses not to approve the amendment, the vendor will be unable to complete the architectural and engineering plans to complete the renovation project of the North County Campus project located at 10304 Fiske Road in Coulterville, California.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **The Building Design Group 2025 Signed Agreement (2)**
2. **First Amendment - The Building Design Group Agreement 2025**
3. **MC_HHSA - BDG Project Proposal-Greeley Project -Addendum 6.17.25 (1)**
4. **MCHHSA - BDG Project Proposal-Attached Addendum 6.24.25(Truss Engineering)**

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

Initial
C-HHSA

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Docusign Envelope ID: 25A6C661-B926-4D4D-A167-A7175A5F8B61

FIRST AMENDMENT TO AGREEMENT FOR ARCHITECHTURAL DESIGN SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR ARCHITECHTURAL DESIGN, is made and entered into this 8th day of July, 2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and The Building Design Group, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated May 13, 2025, wherein Contractor agreed to provide architectural 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: architecture design and construction documents for the 24'x30' addition to the existing building and truss engineering for existing trusses analyzed for structural support of additional weight from a solar panel array.

2. Paragraph 3, "COMPENSATION," and Exhibit A are hereby amended to provide that an additional $22,091 will be added to the original amount of $59,600, making the total compensation paid to Contractor the not to exceed amount of $81,691. Additional language will include the following: *Additional services, added scope, etc. would be considered an additional fee outside of the "not to exceed" amounts and shall be addressed in the form of an addendum or amendment to the proposal.*

3. Paragraph 5, HOLD HARMLESS AND INDEMNIFICATION is hereby amended to contain the following language: *To the fullest extent permitted by law, Contractor shall, hold harmless, and indemnify, but not defend, County, its officers, employees, and volunteers, from and against any and all claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to reasonable attorneys' fees, including but not limited to those attributable to bodily injury, sickness, disease, death or injury to or destruction of property, including the loss therefrom (collectively "Liabilities") to the extent*

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caused by the negligence of Contractor or its officers, agents or employees, except where such Liabilities are caused by the sole negligence or willful misconduct of County.

Except as herein amended, the Agreement dated May 13, 2025 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:

DocuSigned by:
Rosemarie Smallcombe
EEE9F94B55214DC...

Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR:

Signed by:
Marc Farias Jones
6928D8264B49435...

Marc Farias Jones, Principal, Project Manager
The Building Design Group

COUNTERSIGNED:
(Government Code §25103)

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

Signed by:
Walter W. Wall
7F70E7E57022409...

Walter W. Wall
County Counsel

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THE Building Design Group
Lic. C40483

4620 Ben Hur Rd
Mariposa, CA 95338
Tel: 209 966-5000

ADDENDUM

Date: June 17, 2025

To Client: Mariposa County Health and Human Services Agency
Contact: Kimberly Ballard, Deputy Director
5362 Lemee Ln.
P.O. Box 99
Mariposa, CA 95338

Phone: (209) 347-9648
Email: kballard@mariposacounty.org
lbello@mariposacounty.org

Re: Project: 10304 Fiske Road
Coulterville, CA 95311
APN: 004-200-021 & 004-200-022

Proposal Addendum: Added Scope to Program A
The client proposes to add the following building improvements to program A. The added improvements shall include, but are not limited to:

- 24'x30' addition at the South East gable of the existing structure.
- Community mental health outpatient clinic.
- Outpatient treatment for SUD.

The purpose of this addendum is to provide a fee estimate for the added scope of work. See Project proposal dated April 25, 2025 for full outline of project proposal, project phases, scope of work, etc.

Note: The Proposal Addendum does not include consultant correspondence items such as Mechanical, electrical, and plumbing engineering, fee estimates to be provided by the specialty engineer/contractor. BDG shall coordinate with the mechanical, electrical, plumbing, consultants throughout the Design Development and Construction Document Phase as required for development of the Construction Documents.

Estimated Breakdown of Fees for the Addendum

(See Project Proposal for full estimate)

A. Pre-Development Planning: Architectural Design

Schematic Design	See *Project Proposal 4/25/25*
Design Development	See *Project Proposal 4/25/25*
Preliminary Construction Documents	See *Project Proposal 4/25/25*
Est.Total - A	See *Project Proposal 4/25/25*

B. Pre-Development Planning: Engineering/ Consultants

TBD	See *Project Proposal 4/25/25*

C. Other/Construction:

Construction Documents	See *Project Proposal 4/25/25*
Contract Administration	See *Project Proposal 4/25/25*
*Addendum Fee	$20,000*
Est.Total - C	$20,000* + See *Project Proposal 4/25/25*

*In addition to project proposal 4/25/25.

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** The fee for the CD phase is based on a project size and scope as described previously in the owners program. Any increase in program square footage beyond 10%, or an increase in the level of complexity or detail, shall require review and possible renegotiation of fees.*
***An initial building evaluation suggests that structural engineering is not required for this project and it will be designed to comply with the existing building portions of the building code. If unforeseen circumstances reveal that engineering is required or the design develops beyond the scope of the prescriptive code, an additional charge may occur.*
**** This is performed by the installer or contractor and credited toward the installation cost.*

See project proposal for all descriptions including but not limited to: Invoices, Rates, Reimbursables, Agency/County Review Fees, Consultants, Additional Services, Exclusions, Deposit, etc.

Signature

Please do not hesitate to call should you have any questions, need clarification, or wish to discuss any details of the Addendum. If the Proposal Addendum is acceptable, please sign below and return to the Building Design Group (BDG).

By signing below, the Client proposes to engage The Building Design Group (BDG) as a professional consultant to perform architectural services as outlined in this Addendum (6/13/2025) to the Project Proposal and according to the terms and conditions set forth in the Client-Architect Agreement, dated April 25, 2025.

Signed,

_____ **Date:** 6/17/2025
Kittijuk Tongthaworn,
Architect, Interim
The Building Design Group (BDG)

Or,



_____ **Date:** 6/17/2025
Marc Farias Jones,
Project Manager, Principal
The Building Design Group (BDG)

Owner/Client:

_____ Date: _____
Print

_____ Date: _____
Sign

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THE Building Design Group
Lic. C40483

4620 Ben Hur Rd
Mariposa, CA 95338
Tel: 209 966-5000

TRUSS ENGINEERING ADDENDUM

Date: June 24, 2025

To Client: Mariposa County Health and Human Services Agency
Contact: Kimberly Ballard, Deputy Director
5362 Lemee Ln.
P.O. Box 99
Mariposa, CA 95338

Phone: (209) 347-9648
Email: kballard@mariposacounty.org
lbello@mariposacounty.org

Re: Project: 10304 Fiske Road
Coulterville, CA 95311
APN: 004-200-021 & 004-200-022

Proposal Addendum: Added Scope to Program A
The client proposes to have the existing trusses anylized for structural support of additional weight from a solar panel array. If additional support is required, a design will be provided.

The purpose of this addendum is to provide a fee estimate for the added scope of work. See Project proposal dated April 25, 2025 for full outline of project proposal, project phases, scope of work, etc.

Note: This Addendum is only for calculating the existing trusses for gravity & wind support. No other engineering is included.

Estimated Breakdown of Fees for the Addendum

(See Project Proposal for full estimate)

A. Pre-Development Planning: Architectual Design
Est.Total - A — See *Project Proposal 4/25/25*

B. Pre-Development Planning: Engineering/ Consultants
TBD — See *Project Proposal 4/25/25*

C. Other/Construction:
Truss Engineering
Drafting
Truss Addendum Fee — $2,091.00
Est.Total - C — $2,091.00* + *See Project Proposal* 4/25/25 & Addendum 6/17/25.

*In addition to project proposal 4/25/25 & Addendum 6/17/25.

See project proposal for all descriptions including but not limited to: Invoices, Rates, Reimbursables, Agency/County Review Fees, Consultants, Additional Services, Exclusions, Deposit, etc.

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Signature

Please do not hesitate to call should you have any questions, need clarification, or wish to discuss any details of the Addendum. If the Proposal Addendum is acceptable, please sign below and return to the Building Design Group (BDG).

By signing below, the Client proposes to engage The Building Design Group (BDG) as a professional consultant to perform architectural services as outlined in this Addendum (6/24/2025) to the Project Proposal and according to the terms and conditions set forth in the Client-Architect Agreement, dated April 25, 2025.

Signed,

_____ **Date:** 6/24/2025
Kittijuk Tongthaworn,
Architect, Interim
The Building Design Group (BDG)

Or,



_____ **Date:** 6/24/2025
Marc Farias Jones,
Project Manager, Principal
The Building Design Group (BDG)

Owner/Client:

_____ Date: _____
Print

_____ Date: _____
Sign

Docusign Envelope ID: 25A6C661-B926-4D4D-A167-A7175A5F8B61

AGREEMENT ROUTING SHEET

To: *Deanna Stickles and Malena Palmer* **Dept.:** *Clerk of the Board* **Date:** 5/13/2025

From: Contracts @ HHSA TS **Agreement with:** The Building Design Group

Section 1: TYPE OF PROCESSING REQUESTED: *(Complete all Section 1 fields.)*

1) Is this a digital signature request? **Yes** ☑ **No** ☐ *(If No, please provide two original copies signed by the vendor.)*

2) Is this the standard County Agreement Form? **Yes** ☑ **No** ☐ *If No, please answer the following question:*

a. Has this non-standard agreement been vetted by County Counsel? **Yes** ☑ **No** ☐
(If Yes, provide approval to COB via email. If No, see the instructions below.
Non-standard agreements will NOT be processed without County Counsel's approval.)

3) Is the Certificate of Insurance attached? **Yes** ☑ **No** ☐ *If No, **DO NOT** submit until COI is received and attached.*

Section 2: VENDOR AND AGREEMENT TYPE *(Complete all Section 2 fields.)*

Vendor Signator & Title: Marc Farias Jones, Principal, Project I
(Name of person signing the agreement and their title)

Vendor Email: mfj@thebuildingdesigngroup.com
(Email of signee)

For: Architectural Design
(Provide a brief description of the service provided or product purchased, i.e. "Police service dog training," "Annual Senior Health Fair," etc.)

Term: 4/25/2025 - 4/24/2026
(Enter beginning "to" end. 3 years or less for DH or CAO agreements.)

Is this an Amendment to an Agreement? **Yes** ☐ **No** ■
(If Yes, attach copies of all prior amendments, *AS WELL AS THE INITIAL AGREEMENT*.)
Total amendments cannot extend the term beyond five years.

Is this an Agreement for goods, supplies, or services? **Yes** ■ **No** ☐
(If Yes, attach copies of the required competitive solicitations per the Purchasing Policy.)
<$3,000 – No solicitation required; ***$3,000-$9,999*** – Informal solicitation, two quotes; ***$10,000-$60,000*** - Informal solicitation, three or more quotes
DO NOT submit the agreement without the solicitations attached if required.

Section 3: PURCHASING AUTHORIZATION *(Complete the appropriate Section 3 field.)*

☐ **BOARD ACTION** **CC** ID # or Res No.: _____ Scheduled Date: _____

☐ **PURCHASING CODE (CAO or Department Heads - County Code Chapter 3.08):**

☐ $_____ **DEPARTMENT HEADS, <= $20,000 (**MCC Section 3.08.050):
(May not purchase or lease real property or storage space without the Purchasing Agent's approval.)

■ $59, 600 **CAO as Purchasing Agent, <= $60,000** (MCC Section 3.08.090):
(Amount limited to what is budgeted.)

☐ **INDEMNIFICATION AGREEMENTS (Res. 05-117 and 04-346)** $_____

The below fall under the Signature Authority Policy and/or the Purchasing Policy

☐ **INTERDEPARTMENTAL AGREEMENTS** $ _____

☐ **MEMORANDUM OF UNDERSTANDING (MOU)** *No Cost* $ _____

☐ **CODE COMPLIANCE AGREEMENT** $ _____

☐ **SOFTWARE AS A SERVICE or OTHER SUBSCRIPTIONS or LICENSES** $ _____

***See next page for submitting instructions**

Initial
C-HHSA

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AGREEMENT FOR ARCHITECTURAL DESIGN SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 13th day of May, 2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and The Building Design Group, hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on April 25, 2025, and terminate on April 24, 2026, unless extended as provided by this Agreement.

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $59,600 as set forth in Exhibit A, "Scope of Work and Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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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 $1,000,000 per occurrence or claim, $2,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

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

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
The Building Design Group
4620 Ben Hur Road
Mariposa, CA 95338

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

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12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA

DocuSigned by:
Joe Lynch
9C760F0DDEF94BE...

Joy Lynch
County Administrative Officer

CONTRACTOR

Signed by:
Marc Farias Jones
C2B5F16D88BA47C...

Marc Farias Jones, Principal, Project Manager
The Building Design Group

APPROVED AS TO FORM:

Signed by:
Walter W. Wall
7F70E7E57022409...

Walter Wall
County Counsel

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EXHIBIT A

THE Building Design Group
Lic. C40483

4620 Ben Hur Rd
Mariposa, CA 95338
Tel: 209 966-5000

PROJECT PROPOSAL

Date: April 25, 2025

To Client: Mariposa County Health and Human Services Agency
Contact: Kimberly Ballard, Deputy Director
5362 Lemee Ln.
P.O. Box 99
Mariposa, CA 95338

Phone: (209) 347-9648
Email: kballard@mariposacounty.org
lbello@mariposacounty.org

Re: Project: 10304 Fiske Road
Coulterville, CA 95311
APN: 004-200-021 & 004-200-022

Thank you for the opportunity to present this proposal for architectural design services for your project.

Project Description

The Mariposa County Health and Human Services Agency (HHSA) proposes to improve and existing site and building. The improvements shall optimize use of the facility for the HHSA departments and other County services.

The primary parcel is approx. 0.47 acres, with an existing structure which is approx. 4,170 SF, which was previously utilized by a local charter school as a high school facility. The individual spaces within the structure vary in size, ranging from 504 SF to 1,850 SF. Multi-accommodation restrooms are located between the classrooms and a single-user restroom facility for the staff. The adjacent 0.47 acre parcel appears to provide access to the primary parcel and appears to contain site infrastructure which serves the main parcel.

Note: Program sketches, descriptions/conditions, and site photos have been provided by the HHSA agency.

Owners Program A:

The HHSA Department proposes to create a satellite facility by implementing building improvements to achieve the following preliminary program. The proposed improvments shall include, but are not limited to:

- Lobby/Waiting room
- Reception
- Copy/Storage
- Server Room
- Clerical Medical Suite
- Office Spaces
- (1) Conference Room for 10-12 persons
- Break Room
- Restrooms
- Utility Closet
- Janitors Closet

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Additional design objective the County may consider include (but are not limited to):

- Additional staff parking (maximize-per code)
- Interconnecting spaces (including interior access to restrooms-per code)
- Sheriff's office space with direct access to adjacent designated parking stall
- Outdoor break area

1. Proposed Scope of Architectural Services

The following phases shall apply where indicated:

A. Schematic Design (SD)
B. Design Development (DD)
C. Construction Documents (CD)
D. Contract Administration (CA)

These phases are described in detail below, followed further along by a fee schedule.

A. Schematic Design (SD) *(performed on an hourly basis)*

- Based upon Client's program, graphically depict program criteria including room sizes, volumes, adjacencies, circulation paths, basic furniture layouts, in hand-sketched format or rough CAD modeling.
- Present to Client for review and approval. Revise and refine as required, prior to starting hard-lined drawings (CAD production).
- Upon receipt of Client's approval, continue the preparation of Schematic Design documents in CAD format. Drawings shall include: site plan, floor plans, exterior elevations, building sections, etc.
- Attend pre-application design meeting and present project to Planning Dept, Home Owner Association, if required.
- Preliminary Planning elements (i.e. research, zoning, use, coordination w/ planning, etc.)
- Secure Client's written approval at the end of Schematic Design, prior to starting Design Development.

B. Design Development (DD) *(performed on an hourly basis)*

- Continue the development of the approved design concept via CAD drawings. Drawings shall include: site plan, floor plans, roof plan, exterior elevations, building sections, conceptual design details and notation.
- Coordinate with engineering consultants as required and integrate such engineering into the design.
- Meet with Planning Dept. for preliminary review and approval of design concepts, if required.
- Secure Client's written approval prior to starting Construction Documents (Permit Drawings) phase.

C. Construction Documents (CD) *(performed as a fixed fee)*

- Prepare Construction Documents through continued development of the approved design concept. Drawings shall include: site plan, floor plans, roof plan, exterior elevations, building section, schedules and notes, construction details, mechanical / electrical schematic layout (design / build). Coordinate with the engineering consultants and integrate building systems.

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- Building Dept. review: pick up plan check comments, make revisions and resubmit, if required (this excludes additional requirements as specified in section 13).

D. Contract Administration (CA) *(performed on an hourly basis)*

- Aid in the interpretation of the permit documents during construction.
- Visit the site periodically to observe the construction and its conformance with the approved design documents.
- Review and approve material, product selection, or substitutions during construction.
- Misc. (not optional) hourly billing rates shall apply for any consultation time and/or printing related to the project, which the architect provides to contractors, sub-contractors, etc. after building permit issuance and during the course of construction.
- Note SITE VISITS: All travel to and from the project, shall be billed on an hourly basis at the project architect's and/or project manager's prevailing rate, regardless of the phase of work underway. The time spent on the project site shall be billed to the phase of work underway at that time.

_____ Initial

By initialing here, you understand and agree to the terms of Item 1.D "Contract Administration (CA)".

2. Project Prerequisites (approved/provided by Client)

Before starting the project design, the Client shall approve the disciplines below or provide the architect with the following information:

A. Project Program
B. *Site Survey
C. *Soils Report
D. *Any other reports, findings or abatements etc. related to the project.

** This information is not always required; however it may be subsequently requested by the Building Dept. Please consult with BDG.*

The architect shall expect to be able to rely on the completeness and accuracy of the respective findings contained in these documents, when designing the project.

3. Client Review and Approval

After appropriate review, the Client shall provide the architect with written approval at the end of each phase, prior to beginning the next. By signing the approval of each phase, the Client signifies that they understand and agree with the design, as it relates to their program needs.

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4. Revisions

Revisions requested after completion of the *design phase, i.e. during the Construction Document phase, would be considered an additional service, and billed on an hourly basis.

*(Revisions requested during the SD & DD phases would be tracked and billed hourly as a matter of course, as part of the ongoing design phase. These revisions would not be considered an additional service)

5. Estimated Project Fees

A breakdown of fee estimates per phase is as follows. Please note, these are preliminary estimates. The CD phase in particular can be firmly established, once the design phase is complete and a final design scheme has been established and approved by the client.

A. Pre-Development Planning: Architectural Design

Schematic Design	Hourly, est. $11,800.00
Design Development	Hourly, est. $8,800.00
Preliminary Construction Documents	$4,400.00*
(or additional SD/DD, if occurs)	
Est. Total –A. *(not to exceed)*	$25,000.00*

B. Pre-Development Planning: Engineering/ Consultants

Structural Engineer *(not anticipated (N/A))*	TBD, if required**
Soils Engineer	N/A
Civil Engineer *(if required)*	N/A
Truss Engineer *(if required)*	Reimbursable***
Energy Report	$1,000.00
Fire Sprinkler Engineer *(if required)*	Reimbursable***
Photo Voltaics (Solar)	N/A
Est. Total – B.	$1,000.00**
(Not to exceed $20,000.00)	

C. Other/Construction:

Construction Documents	$33,600.00* **
Contract Administration	*Hourly, if occurs/requested*
Est. Total –C.	$33,600.00

Estimate Grand Total **$59,600.00**

** The fee for the CD phase is based on a project size and scope as described previously in the owners program. Any increase in program square footage beyond 10%, or an increase in the level of complexity or detail, shall require review and possible renegotiation of fees.*
***An initial building evaluation suggests that structural engineering is not required for this project and it will be designed to comply with the existing building portions of the building code. If unforeseen circumstances reveal that engineering is required or the design develops beyond the scope of the prescriptive code, an additional charge may occur.*
**** This is performed by the installer or contractor and credited toward the installation cost.*

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6. Invoices

Invoices shall be generated monthly for a given phase, based on hours accrued as a percentage of completion during the prior month. Invoices are due upon receipt.

7. Rates *(Applicable to T&M work)*

Project Architect	$206/hr
Project Manager	$185/hr
Drafter	$106/hr
Project Engineer	$213/hr
Clerical	$ 68/hr

8. Reimbursables

All reimbursable expenses shall be billed at cost, plus an administration fee of 10%. These include but are not limited to the following:

- Consultant contracts managed by BDG.
- Reproducibles in the form of prints, faxes, telephone, travel, accommodation, clerical time, etc.
- Shipping or mailing costs.
- General Printing – Architectural Drawings/Documents 24" x 36" = $4.30/sheet
  13" x 19" = $2.00/sheet
  11" x 17" = $1.00/sheet
  8.5"x 11" = $0.30/sheet

_____ Initial

By initialing here, you understand and agree to the terms of Item 8 "Reimbursables".

9. Agency/County Review Fees

All Agency/County fees are the Client's responsibility. Review fees are indeterminate at this time: However, a typical range might be 3-5% of the construction cost for the building permit. School fees may also be incurred for the proposed new habitable square footage. It is suggested that the Client research these fees with the appropriate agencies.

10. Consultants

The following is a summary of the consultants typically* required on a project of this nature. In general, the architect recommends that the Client contract directly with the consultant, if said consultant is required. In these cases, the architect can work with the Client to set up these contracts. There are however, several consultants that the architect will typically contract directly with, and when there scope has been established, their fee will be included in the architect's invoices during the CD phase. (Regardless of who the contract is set up with, BDG will collaborate with the Client and all of the disciplines.)

A. **Structural Engineer
B. **Energy Analysis & Report
C. **Sprinkler Design Engineer
D. Truss Engineer
E. Civil Engineer
F. Soils Engineer
G. Surveyor
H. Interior Designer

*Note: * Every project is unique and may require only certain disciplines.*

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*** The architect would typically contract directly with these consultants.*

11. Additional Services

The Architect or the Architect's consultants can provide additional services when requested and authorized by the Client in writing. These can be determined on an as-needed basis, as the project progresses. These services might include:

A. Additional design consultation beyond the initial scope.
B. High-res 3D Rendering *(basic 3D views inherent in the software would be included)*.
C. Field trips (construction observation, etc.).
D. Delivery of CD package to Building, Planning Department, etc. for submittal.
E. Grading/civil design.
F. Photo voltaics design.

12. Exclusions

The following services are excluded from this proposal. However, they can be performed as an additional service upon request, by the Architect or consultants:

A. Interior design, color & material, furniture selection.
B. Lighting design *(schematic lighting layout will be included in utility plans*).
C. Landscape design.
D. Surveying.
E. All County/City permit fees.
F. Soils investigations/geotechnical studies.
G. County requirements for building pad and soils such as Grading permit, Compaction Tests, Perc Tests, etc.
H. County Health Dept. requirements other than those required by state code (septic system design, special water systems, etc.).
I. Civil and/or grading design if required by the City or County.
J. Photo voltaics design/engineering.

13. Additional Planning and Building Dept. Requirements

Any additional tasks or observations of the site/project that are required by the jurisdiction having authority (JHA) would be considered an additional service and billed at an hourly rate. This may also include creating updated drawings and/or letters or reports required by the JHA.

_____
Initial

By initialing here, you understand and agree to the terms of Item 13 "Additional Planning and Building Dept. Requirements".

14. Project Deliverables

At the completion of the project, the Architect shall produce the required number of final permit document sets and supportive documents (drawings, reports, calc packs, etc). These *documents shall be stamped and signed and ready for submission to the jurisdiction having authority (JHA).

* 1. The Construction Documents (aka permit set) shall be prepared per the customary standards of the profession, for the type of project and scope of work, as previously described.

* 2. The CDs shall be comprehensive enough so that any General Contractor can build the project, without the need for prior knowledge of, or prior familiarity with the project.

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/15/2025

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:** Lisa Shimizu-Fookes **PHONE (A/C, No, Ext):** 714-427-3482 **FAX (A/C, No):** **E-MAIL ADDRESS:** CertsDesignPro@AssuredPartners.com
INSURED The Building Design Group 4620 Ben Hur Road Mariposa CA 95338 BUILDES-02	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** XL Specialty Insurance Company — 37885 **INSURER B :** Hartford Casualty Insurance Company — 29424 **INSURER C :** Hartford Underwriters Insurance Company — 30104 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 183294625 **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	
C	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	57SBWBH4S1F	1/20/2025	1/20/2026	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
C	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	57SBWBH4S1F	1/20/2025	1/20/2026	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	$ $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		57WECAB6UN6	12/16/2024	12/16/2025	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
A	Professional Liability			DPS5036621	12/16/2024	12/16/2027	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 owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies.

Re: All Operations as pertains to named insured.

CERTIFICATE HOLDER

Mariposa County
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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Certificate Of Completion

Envelope Id: 95111157-BBF6-433A-BC88-1A9EE9AFFAB1
Status: Completed
Subject: Complete with Docusign: Mariposa County HHSA - Building Design Group - CAO-5.13.2025.pdf
Source Envelope:
Document Pages: 16
Signatures: 3
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
COBagreements@mariposacounty.org
IP Address: 64.118.100.36

Record Tracking

Status: Original
5/13/2025 11:47:48 AM
Holder: Mariposa Clerk of the Board
COBagreements@mariposacounty.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: County of Mariposa
Location: Docusign

Signer Events	Signature	Timestamp
Walter W. Wall wwall@mariposacounty.org District Attorney Security Level: Email, Account Authentication (None)	Signed by: Walter W. Wall 7F70E7E57022409... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 5/13/2025 11:51:49 AM Viewed: 5/13/2025 12:03:50 PM Signed: 5/13/2025 12:03:57 PM
Electronic Record and Signature Disclosure: Accepted: 5/13/2025 12:03:50 PM ID: 8562edd3-b5bb-4554-9155-792b23ac2deb		
Joe Lynch jlynch@mariposacounty.org County Administrative Officer Mariposa Health and Human Services Security Level: Email, Account Authentication (None)	DocuSigned by: Joe Lynch 9C760F0DDEF94BE... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 5/13/2025 12:03:58 PM Viewed: 5/14/2025 1:17:00 PM Signed: 5/14/2025 1:17:37 PM
Electronic Record and Signature Disclosure: Accepted: 12/28/2022 2:18:18 PM ID: f458d0c7-7cd7-4bd0-b6dd-352a5abd09b8		
Marc Farias Jones mfj@thebuildingdesigngroup.com Security Level: Email, Account Authentication (None)	Signed by: Marc Farias Jones C2B5F16D88BA47C... Signature Adoption: Pre-selected Style Using IP Address: 98.97.63.183	Sent: 5/14/2025 1:17:39 PM Viewed: 5/14/2025 3:08:05 PM Signed: 5/14/2025 3:10:35 PM
Electronic Record and Signature Disclosure: Accepted: 5/14/2025 3:08:05 PM ID: a5f9f626-68ff-47e9-9c63-c46d87393fee		
Contracts HHSA contractshhsa@mariposacounty.org Security Level: Email, Account Authentication (None)	Initial C-HHSA Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 5/14/2025 3:10:37 PM Viewed: 5/14/2025 3:11:09 PM Signed: 5/14/2025 3:11:13 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

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	5/13/2025 11:51:49 AM
Certified Delivered	Security Checked	5/14/2025 3:11:09 PM
Signing Complete	Security Checked	5/14/2025 3:11:13 PM
Completed	Security Checked	5/14/2025 3:11:13 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

Docusign Envelope ID: 25A6C661-B926-4D4D-A167-A7175A5F8B61 01 PM
Parties agreed to: Walter W. Wall, Joe Lynch, Marc Farias Jones

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

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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:

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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.

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AGREEMENT ROUTING SHEET

To: *Deanna Stickles and Malena Palmer* **Dept.:** *Clerk of the Board* **Date:** 5/13/2025

From: Contracts @ HHSA TS **Agreement with:** The Building Design Group

Section 1: TYPE OF PROCESSING REQUESTED: *(Complete all Section 1 fields.)*

1) Is this a digital signature request? **Yes** ☑ **No** ☐ *(If No, please provide two original copies signed by the vendor.)*

2) Is this the standard County Agreement Form? **Yes** ☑ **No** ☐ *If No, please answer the following question:*

a. Has this non-standard agreement been vetted by County Counsel? **Yes** ☑ **No** ☐
(If Yes, provide approval to COB via email. If No, see the instructions below.
Non-standard agreements will NOT be processed without County Counsel's approval.)

3) Is the Certificate of Insurance attached? **Yes** ☑ **No** ☐ *If No, **DO NOT** submit until COI is received and attached.*

Section 2: VENDOR AND AGREEMENT TYPE *(Complete all Section 2 fields.)*

Vendor Signator & Title: Marc Farias Jones, Principal, Project I
(Name of person signing the agreement and their title)

Vendor Email: mfj@thebuildingdesigngroup.com
(Email of signee)

For: Architectural Design
(Provide a brief description of the service provided or product purchased, i.e. "Police service dog training," "Annual Senior Health Fair," etc.)

Term: 4/25/2025 - 4/24/2026
(Enter beginning "to" end. 3 years or less for DH or CAO agreements.)

Is this an Amendment to an Agreement? **Yes** ☐ **No** ■
(If Yes, attach copies of all prior amendments, *AS WELL AS THE INITIAL AGREEMENT*.)
Total amendments cannot extend the term beyond five years.

Is this an Agreement for goods, supplies, or services? **Yes** ■ **No** ☐
(If Yes, attach copies of the required competitive solicitations per the Purchasing Policy.)
<$3,000 – No solicitation required; ***$3,000-$9,999*** – Informal solicitation, two quotes; ***$10,000-$60,000*** - Informal solicitation, three or more quotes
DO NOT submit the agreement without the solicitations attached if required.

Section 3: PURCHASING AUTHORIZATION *(Complete the appropriate Section 3 field.)*

☐ **BOARD ACTION** **CC** ID # or Res No.: _____ Scheduled Date: _____

☐ **PURCHASING CODE (CAO or Department Heads - County Code Chapter 3.08):**

☐ $_____ **DEPARTMENT HEADS, <= $20,000 (**MCC Section 3.08.050):
(May not purchase or lease real property or storage space without the Purchasing Agent's approval.)

■ $59, 600 **CAO as Purchasing Agent, <= $60,000** (MCC Section 3.08.090):
(Amount limited to what is budgeted.)

☐ **INDEMNIFICATION AGREEMENTS (Res. 05-117 and 04-346)** $_____

The below fall under the Signature Authority Policy and/or the Purchasing Policy

☐ **INTERDEPARTMENTAL AGREEMENTS** $ _____

☐ **MEMORANDUM OF UNDERSTANDING (MOU)** *No Cost* $ _____

☐ **CODE COMPLIANCE AGREEMENT** $ _____

☐ **SOFTWARE AS A SERVICE or OTHER SUBSCRIPTIONS or LICENSES** $ _____

***See next page for submitting instructions**

Initial
C-HHSA

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AGREEMENT FOR ARCHITECTURAL DESIGN SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 13th day of May, 2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and The Building Design Group, hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on April 25, 2025, and terminate on April 24, 2026, unless extended as provided by this Agreement.

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $59,600 as set forth in Exhibit A, "Scope of Work and Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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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 $1,000,000 per occurrence or claim, $2,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

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

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
The Building Design Group
4620 Ben Hur Road
Mariposa, CA 95338

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

Docusign Envelope ID: 95111157-BBF6-433A-BC88-1A9EE9AFFAB1

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

Docusign Envelope ID: 95111157-BBF6-433A-BC88-1A9EE9AFFAB1

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA

DocuSigned by:
Joe Lynch
9C760F0DDEF94BE...

Joy Lynch
County Administrative Officer

CONTRACTOR

Signed by:
Marc Farias Jones
C2B5F16D88BA47C...

Marc Farias Jones, Principal, Project Manager
The Building Design Group

APPROVED AS TO FORM:

Signed by:
Walter W. Wall
7F70E7E57022409...

Walter Wall
County Counsel

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EXHIBIT A

THE Building Design Group
Lic. C40483

4620 Ben Hur Rd
Mariposa, CA 95338
Tel: 209 966-5000

PROJECT PROPOSAL

Date: April 25, 2025

To Client: Mariposa County Health and Human Services Agency
Contact: Kimberly Ballard, Deputy Director
5362 Lemee Ln.
P.O. Box 99
Mariposa, CA 95338

Phone: (209) 347-9648
Email: kballard@mariposacounty.org
lbello@mariposacounty.org

Re: Project: 10304 Fiske Road
Coulterville, CA 95311
APN: 004-200-021 & 004-200-022

Thank you for the opportunity to present this proposal for architectural design services for your project.

Project Description

The Mariposa County Health and Human Services Agency (HHSA) proposes to improve and existing site and building. The improvements shall optimize use of the facility for the HHSA departments and other County services.

The primary parcel is approx. 0.47 acres, with an existing structure which is approx. 4,170 SF, which was previously utilized by a local charter school as a high school facility. The individual spaces within the structure vary in size, ranging from 504 SF to 1,850 SF. Multi-accommodation restrooms are located between the classrooms and a single-user restroom facility for the staff. The adjacent 0.47 acre parcel appears to provide access to the primary parcel and appears to contain site infrastructure which serves the main parcel.

Note: Program sketches, descriptions/conditions, and site photos have been provided by the HHSA agency.

Owners Program A:

The HHSA Department proposes to create a satellite facility by implementing building improvements to achieve the following preliminary program. The proposed improvments shall include, but are not limited to:

- Lobby/Waiting room
- Reception
- Copy/Storage
- Server Room
- Clerical Medical Suite
- Office Spaces
- (1) Conference Room for 10-12 persons
- Break Room
- Restrooms
- Utility Closet
- Janitors Closet

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Additional design objective the County may consider include (but are not limited to):

- Additional staff parking (maximize-per code)
- Interconnecting spaces (including interior access to restrooms-per code)
- Sheriff's office space with direct access to adjacent designated parking stall
- Outdoor break area

1. Proposed Scope of Architectural Services

The following phases shall apply where indicated:

A. Schematic Design (SD)
B. Design Development (DD)
C. Construction Documents (CD)
D. Contract Administration (CA)

These phases are described in detail below, followed further along by a fee schedule.

A. Schematic Design (SD) *(performed on an hourly basis)*

- Based upon Client's program, graphically depict program criteria including room sizes, volumes, adjacencies, circulation paths, basic furniture layouts, in hand-sketched format or rough CAD modeling.
- Present to Client for review and approval. Revise and refine as required, prior to starting hard-lined drawings (CAD production).
- Upon receipt of Client's approval, continue the preparation of Schematic Design documents in CAD format. Drawings shall include: site plan, floor plans, exterior elevations, building sections, etc.
- Attend pre-application design meeting and present project to Planning Dept, Home Owner Association, if required.
- Preliminary Planning elements (i.e. research, zoning, use, coordination w/ planning, etc.)
- Secure Client's written approval at the end of Schematic Design, prior to starting Design Development.

B. Design Development (DD) *(performed on an hourly basis)*

- Continue the development of the approved design concept via CAD drawings. Drawings shall include: site plan, floor plans, roof plan, exterior elevations, building sections, conceptual design details and notation.
- Coordinate with engineering consultants as required and integrate such engineering into the design.
- Meet with Planning Dept. for preliminary review and approval of design concepts, if required.
- Secure Client's written approval prior to starting Construction Documents (Permit Drawings) phase.

C. Construction Documents (CD) *(performed as a fixed fee)*

- Prepare Construction Documents through continued development of the approved design concept. Drawings shall include: site plan, floor plans, roof plan, exterior elevations, building section, schedules and notes, construction details, mechanical / electrical schematic layout (design / build). Coordinate with the engineering consultants and integrate building systems.

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- Building Dept. review: pick up plan check comments, make revisions and resubmit, if required (this excludes additional requirements as specified in section 13).

D. Contract Administration (CA) *(performed on an hourly basis)*

- Aid in the interpretation of the permit documents during construction.
- Visit the site periodically to observe the construction and its conformance with the approved design documents.
- Review and approve material, product selection, or substitutions during construction.
- Misc. (not optional) hourly billing rates shall apply for any consultation time and/or printing related to the project, which the architect provides to contractors, sub-contractors, etc. after building permit issuance and during the course of construction.
- Note SITE VISITS: All travel to and from the project, shall be billed on an hourly basis at the project architect's and/or project manager's prevailing rate, regardless of the phase of work underway. The time spent on the project site shall be billed to the phase of work underway at that time.

_____ Initial

By initialing here, you understand and agree to the terms of Item 1.D "Contract Administration (CA)".

2. Project Prerequisites (approved/provided by Client)

Before starting the project design, the Client shall approve the disciplines below or provide the architect with the following information:

A. Project Program
B. *Site Survey
C. *Soils Report
D. *Any other reports, findings or abatements etc. related to the project.

** This information is not always required; however it may be subsequently requested by the Building Dept. Please consult with BDG.*

The architect shall expect to be able to rely on the completeness and accuracy of the respective findings contained in these documents, when designing the project.

3. Client Review and Approval

After appropriate review, the Client shall provide the architect with written approval at the end of each phase, prior to beginning the next. By signing the approval of each phase, the Client signifies that they understand and agree with the design, as it relates to their program needs.

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4. Revisions

Revisions requested after completion of the *design phase, i.e. during the Construction Document phase, would be considered an additional service, and billed on an hourly basis.

*(Revisions requested during the SD & DD phases would be tracked and billed hourly as a matter of course, as part of the ongoing design phase. These revisions would not be considered an additional service)

5. Estimated Project Fees

A breakdown of fee estimates per phase is as follows. Please note, these are preliminary estimates. The CD phase in particular can be firmly established, once the design phase is complete and a final design scheme has been established and approved by the client.

A. Pre-Development Planning: Architectural Design

Schematic Design	Hourly, est. $11,800.00
Design Development	Hourly, est. $8,800.00
Preliminary Construction Documents	$4,400.00*
(or additional SD/DD, if occurs)	
Est. Total –A. *(not to exceed)*	$25,000.00*

B. Pre-Development Planning: Engineering/ Consultants

Structural Engineer *(not anticipated (N/A))*	TBD, if required**
Soils Engineer	N/A
Civil Engineer *(if required)*	N/A
Truss Engineer *(if required)*	Reimbursable***
Energy Report	$1,000.00
Fire Sprinkler Engineer *(if required)*	Reimbursable***
Photo Voltaics (Solar)	N/A
Est. Total – B.	$1,000.00**
(Not to exceed $20,000.00)	

C. Other/Construction:

Construction Documents	$33,600.00* **
Contract Administration	*Hourly, if occurs/requested*
Est. Total –C.	$33,600.00

Estimate Grand Total	**$59,600.00**

** The fee for the CD phase is based on a project size and scope as described previously in the owners program. Any increase in program square footage beyond 10%, or an increase in the level of complexity or detail, shall require review and possible renegotiation of fees.*
***An initial building evaluation suggests that structural engineering is not required for this project and it will be designed to comply with the existing building portions of the building code. If unforeseen circumstances reveal that engineering is required or the design develops beyond the scope of the prescriptive code, an additional charge may occur.*
**** This is performed by the installer or contractor and credited toward the installation cost.*

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6. Invoices

Invoices shall be generated monthly for a given phase, based on hours accrued as a percentage of completion during the prior month. Invoices are due upon receipt.

7. Rates *(Applicable to T&M work)*

Project Architect	$206/hr
Project Manager	$185/hr
Drafter	$106/hr
Project Engineer	$213/hr
Clerical	$ 68/hr

8. Reimbursables

All reimbursable expenses shall be billed at cost, plus an administration fee of 10%. These include but are not limited to the following:

- Consultant contracts managed by BDG.
- Reproducibles in the form of prints, faxes, telephone, travel, accommodation, clerical time, etc.
- Shipping or mailing costs.
- General Printing – Architectural Drawings/Documents 24" x 36" = $4.30/sheet
  13" x 19" = $2.00/sheet
  11" x 17" = $1.00/sheet
  8.5"x 11" = $0.30/sheet

_____ Initial

By initialing here, you understand and agree to the terms of Item 8 "Reimbursables".

9. Agency/County Review Fees

All Agency/County fees are the Client's responsibility. Review fees are indeterminate at this time: However, a typical range might be 3-5% of the construction cost for the building permit. School fees may also be incurred for the proposed new habitable square footage. It is suggested that the Client research these fees with the appropriate agencies.

10. Consultants

The following is a summary of the consultants typically* required on a project of this nature. In general, the architect recommends that the Client contract directly with the consultant, if said consultant is required. In these cases, the architect can work with the Client to set up these contracts. There are however, several consultants that the architect will typically contract directly with, and when there scope has been established, their fee will be included in the architect's invoices during the CD phase. (Regardless of who the contract is set up with, BDG will collaborate with the Client and all of the disciplines.)

A. **Structural Engineer
B. **Energy Analysis & Report
C. **Sprinkler Design Engineer
D. Truss Engineer
E. Civil Engineer
F. Soils Engineer
G. Surveyor
H. Interior Designer

*Note: * Every project is unique and may require only certain disciplines.*

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*** The architect would typically contract directly with these consultants.*

11. Additional Services

The Architect or the Architect's consultants can provide additional services when requested and authorized by the Client in writing. These can be determined on an as-needed basis, as the project progresses. These services might include:

A. Additional design consultation beyond the initial scope.
B. High-res 3D Rendering *(basic 3D views inherent in the software would be included)*.
C. Field trips (construction observation, etc.).
D. Delivery of CD package to Building, Planning Department, etc. for submittal.
E. Grading/civil design.
F. Photo voltaics design.

12. Exclusions

The following services are excluded from this proposal. However, they can be performed as an additional service upon request, by the Architect or consultants:

A. Interior design, color & material, furniture selection.
B. Lighting design *(schematic lighting layout will be included in utility plans*).
C. Landscape design.
D. Surveying.
E. All County/City permit fees.
F. Soils investigations/geotechnical studies.
G. County requirements for building pad and soils such as Grading permit, Compaction Tests, Perc Tests, etc.
H. County Health Dept. requirements other than those required by state code (septic system design, special water systems, etc.).
I. Civil and/or grading design if required by the City or County.
J. Photo voltaics design/engineering.

13. Additional Planning and Building Dept. Requirements

Any additional tasks or observations of the site/project that are required by the jurisdiction having authority (JHA) would be considered an additional service and billed at an hourly rate. This may also include creating updated drawings and/or letters or reports required by the JHA.

_____
Initial

By initialing here, you understand and agree to the terms of Item 13 "Additional Planning and Building Dept. Requirements".

14. Project Deliverables

At the completion of the project, the Architect shall produce the required number of final permit document sets and supportive documents (drawings, reports, calc packs, etc). These *documents shall be stamped and signed and ready for submission to the jurisdiction having authority (JHA).

* 1. The Construction Documents (aka permit set) shall be prepared per the customary standards of the profession, for the type of project and scope of work, as previously described.

* 2. The CDs shall be comprehensive enough so that any General Contractor can build the project, without the need for prior knowledge of, or prior familiarity with the project.

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/15/2025

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: Lisa Shimizu-Fookes
PHONE (A/C, No, Ext): 714-427-3482 **FAX (A/C, No):**
E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : XL Specialty Insurance Company	37885
INSURER B : Hartford Casualty Insurance Company	29424
INSURER C : Hartford Underwriters Insurance Company	30104
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
The Building Design Group
4620 Ben Hur Road
Mariposa CA 95338

BUILDES-02

COVERAGES **CERTIFICATE NUMBER:** 183294625 **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	
C	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	57SBWBH4S1F	1/20/2025	1/20/2026	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
C	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	57SBWBH4S1F	1/20/2025	1/20/2026	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	$ $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		57WECAB6UN6	12/16/2024	12/16/2025	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
A	Professional Liability			DPS5036621	12/16/2024	12/16/2027	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 owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies.

Re: All Operations as pertains to named insured.

CERTIFICATE HOLDER

Mariposa County
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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Certificate Pages: 5
Initials: 1
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Walter W. Wall wwall@mariposacounty.org District Attorney Security Level: Email, Account Authentication (None)	Signed by: Walter W. Wall 7F70E7E57022409... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 5/13/2025 11:51:49 AM Viewed: 5/13/2025 12:03:50 PM Signed: 5/13/2025 12:03:57 PM
Electronic Record and Signature Disclosure: Accepted: 5/13/2025 12:03:50 PM ID: 8562edd3-b5bb-4554-9155-792b23ac2deb		
Joe Lynch jlynch@mariposacounty.org County Administrative Officer Mariposa Health and Human Services Security Level: Email, Account Authentication (None)	DocuSigned by: Joe Lynch 9C760F0DDEF94BE... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 5/13/2025 12:03:58 PM Viewed: 5/14/2025 1:17:00 PM Signed: 5/14/2025 1:17:37 PM
Electronic Record and Signature Disclosure: Accepted: 12/28/2022 2:18:18 PM ID: f458d0c7-7cd7-4bd0-b6dd-352a5abd09b8		
Marc Farias Jones mfj@thebuildingdesigngroup.com Security Level: Email, Account Authentication (None)	Signed by: Marc Farias Jones C2B5F16D88BA47C... Signature Adoption: Pre-selected Style Using IP Address: 98.97.63.183	Sent: 5/14/2025 1:17:39 PM Viewed: 5/14/2025 3:08:05 PM Signed: 5/14/2025 3:10:35 PM
Electronic Record and Signature Disclosure: Accepted: 5/14/2025 3:08:05 PM ID: a5f9f626-68ff-47e9-9c63-c46d87393fee		
Contracts HHSA contractshhsa@mariposacounty.org Security Level: Email, Account Authentication (None)	Initial C-HHSA Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 5/14/2025 3:10:37 PM Viewed: 5/14/2025 3:11:09 PM Signed: 5/14/2025 3:11:13 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

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	5/13/2025 11:51:49 AM
Certified Delivered	Security Checked	5/14/2025 3:11:09 PM
Signing Complete	Security Checked	5/14/2025 3:11:13 PM
Completed	Security Checked	5/14/2025 3:11:13 PM
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

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Acknowledging your access and consent to receive and sign documents electronically

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

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

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-353

MEETING: September 2, 2025

TO: The Board of Supervisors

FROM: Matt Johnson, Librarian

RE: Approve a Three-Year Memorandum of Understanding (MOU) with the Wawona Friends of the Library, Effective September 2, 2025

RECOMMENDATION AND JUSTIFICATION

Approve a Three-Year Memorandum of Understanding (MOU) with the Wawona Friends of the Library, Effective September 2, 2025.

The Wawona Friends of the Library recently formed as a recognized 501(c)3. The Friends raise money for library supplies and needs. To give confidence to both the public and the County, it would be ideal to have a guiding document that outlines the expectations between both the County and the Friends.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board regularly approves MOU agreements between the County and outside entities.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If not approved, the Library and the Wawona Friends of the Library will not have an approved agreement that guides the relationship between the two parties. The library would not be able to benefit directly from the Wawona Friends.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Memorandum of Understanding for Library and Wawona FOL 2025**
2. **Wawona binder**

VOTE RESULT

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

MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF MARIPOSA AND
THE WAWONA FRIENDS OF THE LIBRARY

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into on September 2, 2025, by and between the County of Mariposa, a political subdivision of the State of California ("County"), and the Wawona Friends of the Library ("Friends").

W I T N E S S E T H:

WHEREAS, County by and through the Mariposa County Public Library System ("Library") desires to work with the Friends to reach the Library's goals and initiatives for the greatest benefit to the community; and

WHEREAS, Friends is incorporated as a nonprofit, 501(c)3 organization whose primary purpose and objective is to raise money and public awareness to support the services and programs of the Library;

NOW, THEREFORE, IT IS AGREED between the parties as follows:

A. **Term.** This MOU shall be deemed in force as of **September 2, 2025**, and shall remain in effect until **September 2, 2028**, unless sooner terminated as provided for herein, or unless the parties wish to modify the agreement sooner than the three year period.

B. **County Agreements.**

1. The County agrees that the Library will share with the Friends the Library's strategic initiatives throughout the year and discuss with the Friends how their resources and support help forward these initiatives.
2. The County agrees that the Library will provide the Friends with limited space for book storage and sorting, and book sales, as well as public space for Friends membership brochures and promotional materials, as long as such space is not deemed necessary for the Library's own needs.
3. The County agrees that funds received from the Friends of the Library must be used exclusively to support the Library system, and that those funds should supplement and not supplant public funding.

C. **Friends Agreements.**

1. The Friends agree to publicly support the Library and its policies.
2. The Friends agree that all funds spent beyond its own reasonable nonprofit operations expenses (including bookkeeping/accounting fees, insurance premiums, tax filing fees, meeting expenses, fundraising expenses, etc.) will be spent for library programs, services, and other Library defined needs.
3. The Friends agree to conduct an annual financial review or audit by an independent third party. The resulting documentation will be provided to the Library within one month of completion.
4. The Friends agree to submit all necessary paperwork and documentation, as required, by state and federal law, to maintain their 501(c)3 status.
5. The Friends agree to include a member from the Library's administration as a non-voting presence at all Friends' meetings and to allow room on the agenda for a Library report.

6. The Friends agree that the Library administration has the right to decline any item that is donated to the Friends for the benefit of the Library. Such declined items will not remain in County facilities or on County grounds.

7. The Friends agree that any contract or agreement they enter into to benefit the Library will have the Friends named as the responsible party on the contract.

8. The Friends agree that if they cease to actively fundraise and promote the Library, they will disband allowing for a new Friends group to be established in the future.

9. The Friends agree to provide funds for library needs which would be based on a case-by-case basis. These funds should supplement and not supplant public funding.

10. The Wawona Friends of the Library will add 15 hours weekly to the library schedule from Memorial Day through Labor Day with funds raised through the Sara Miller McCune Challenge.

D. **Compliance with Law**. Friends shall observe and comply with all applicable County, State, and federal laws, ordinances, rules, and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

E. **Counterparts**. This MOU may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

F. **Modifications of MOU**. This MOU may be modified in writing only, signed by the parties in interest at the time of the modification.

G. **Nondiscrimination**. Neither Friends, nor any officer, agent, employee, servant, or the Friends shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or any other classification protected by law, either directly, indirectly, or through contractual or other arrangements.

H. **Signature Authority**. Each party has full power and authority to enter into and perform this MOU, and the person signing this MOU on behalf of each party has been properly authorized and empowered to enter into this MOU.

I. **Termination**. The County may at its election, without cause, terminate this MOU by written notice. A Notice of Termination will be deemed effective fifteen (15) days after personal delivery, or twenty (20) days after mailing by regular U.S. Mail, postage prepaid. In addition, either party may immediately terminate this MOU should the other party fail to substantially perform in accordance with the terms and conditions of this MOU through no fault of the party initiating the termination.

IN WITNESS WHEREOF, each party to this MOU has signed this MOU upon the date indicated, and agrees, for itself, its employees, officers, partners, and successors, to be fully bound by all terms and conditions of this MOU.

COUNTY OF MARIPOSA:
By Rosemarie Smallcombe
Chair of the Board of Supervisors

Date _____

FRIENDS:
By Jennifer Wuchner
Chair of the Board of Friends

Date _____

GATEWAY SPECIALTY INSURANCE
1170 DEVON PARK DRIVE
WAYNE, PA 19087
Phone: (877) 977-4474
Fax: (610) 254-1855

To:

* BINDER *

08/12/2025

Attn:

Renewal Of: NEW

From: Alyssa Zacckey
alyssa.zacckey@gatewayspecialty.com/Ext 7023

Insured: WAWONA FRIENDS OF THE LIBRARY

Mailing Address: PO BOX 2008
WAWONA, CA 95389

This policy will be Agency Billed.
Next year's renewal is set up to be Direct Billed.

Thank you for your order to bind. We appreciate your business! We have bound the below coverage. Policy to Follow Shortly

POLICY INFORMATION

NON-PROFIT PACKAGE POLICY	
Policy Number:	NBP1574566
Policy Period:	08/08/2025 to 08/08/2026
Carrier:	United States Liability Insurance Company
Status:	Admitted
A.M. Best Rating:	A++ (Superior) - XIV

COVERAGE PART		PREMIUM
Businessowners Liability		$440.00
Liability and Medical Expenses	$1,000,000	
Medical Expense (per person)	$5,000	
Damages To Premises Rented To You (Any One Premises)	$100,000	
Hired and Non-owned Auto Each Occurrence	Included	
Hired and Non-owned Auto Aggregate	Included	
General Aggregate	$2,000,000	
Businessowners Property		Included
Total Property Limit	$10,000	
Largest Property Risk	$10,000	
Management Liability		$744.00
Directors and Officers Liability Each Claim Limit	$1,000,000	
Directors and Officers Liability In The Aggregate Limit	$1,000,000	
Directors and Officers Liability Retention	$0	
Directors and Officers Retroactive Date	Full Prior Acts	
Directors and Officers Prior or Pending Litigation Date	08/08/2025	

POLICY PREMIUM (This premium may be subject to adjustment.)	$1,184.00
ADDITIONAL COSTS	
Wholesaler Broker Fee	$150.00
TOTAL	$1,334.00

COVERED LOCATION(S)

1 - Need Address, Tuolumne Meadows, CA 95389

APPLICABLE FORMS & ENDORSEMENTS

The following forms apply to the policy

BP-103 01/15	Exclusion Of War, Military Action And Terrorism (Coverage For Certain Fire Losses)	BP-11 05/04	Exclusion - Fiduciary Liability And Financial Services
BP-115 07/08	Protective Devices Or Services Provisions	BP-118 08/08	California Changes
BP-136 01/09	Classification Limitation Endorsement	BP-145 NPP 06/10	Blanket Additional Insured Endorsement
BP-15 07/04	Business Income And Extra Expense Limit	BP-152 01/13	Separation of Insureds Clarification Endorsement
BP-165 05/18	Exclusion - Specific Activities, Events or Conditions or Over 2,500 People	BP-168 11/11	Exclusion - Injury To Performers Or Entertainers
BP-17 11/08	Hired Auto And Non-Owned Auto Liability	BP-179 NBP 12/17	Amendment of Liquor Liability Exclusion
BP-193 08/14	Limits Of Insurance Under Multiple Coverage Parts	BP-40 03/11	Molestation Or Abuse Exclusion
BP-48 05/16	Exclusion Asbestos, Lead Contamination, Absolute Pollution, Mold, Fungus, Bacteria, Virus And Organic Pathogen	BP-49 01/13	Absolute Exclusion For Pollution, Organic Pathogen, Silica, Asbestos And Lead
BP-500 11/18	Bodily Injury Exclusion - All Employees, Volunteer Workers, Temporary Workers, Casual Laborers, Contractors and Subcontractors	BP-58 05/07	Animal Exclusion
BP-59 02/13	Exclusion - Athletic Activity Or Sport Participants	BP-60 05/07	Exclusion For Bleacher Collapse
BP-65 05/07	Exclusion For Mechanical Rides	BP-88 04/06	Expanded Definition Of Bodily Injury
BP-90 11/10	Amended Definition	BP-95 05/07	Exclusion For Climbing, Rebounding And Interactive Games And Devices
BP-96 05/07	Exclusion For Firearms, Fireworks And Other Pyrotechnic Devices	BP-97 05/07	Exclusion For Event Vendor/Exhibitor & Contracto
BP0003 01/10	Businessowners Coverage Form	BP0155 07/20	California Changes
BP0417 01/10	Employment-Related Practices Exclusion	BP1505 05/14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data -Related Liability - Limited Bodily Injury Exception Not Included
DO 315 08/23	Biometric Information And Genetic Information Exclusion	DO CA 05/17	California State Amendatory Endorsement
DO-100 05/17	Directors and Officers Coverage Part	DO-283 05/17	Data and Security Plus Endorsement
DO-GTC 05/17	General Terms and Conditions	Jacket 07/19	Policy Jacket
SNPP 04/08	Specialty Non Profit Package Application	TRIADN 12/20	Disclosure Notice of Terrorism Insurance Coverag

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-354

MEETING: September 2, 2025

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Approve Second Amendment with Wallace, Roberts, and Todd, LLC (WRT), Increasing the Amount by $5,000 for a New Amount Not to Exceed $239,350, for Landscape Design and Engineering for the Mariposa Creek Parkway Phase I and II Public Access Enhancements and Riparian Restoration Project; and Authorize the Board of Supervisors Chair to Sign the Amendment

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RECOMMENDATION AND JUSTIFICATION

Approve Second Amendment with Wallace, Roberts, and Todd, LLC (WRT), Increasing the Amount by $5,000 for a New Amount Not to Exceed $239,350, for Landscape Design and Engineering for the Mariposa Creek Parkway Phase I and II Public Access Enhancements and Riparian Restoration Project; and Authorize the Board of Supervisors Chair to Sign the Amendment.

On March 5th, 2024, the Board approved an agreement with WRT to design and engineer public access enhancements along the Mariposa Creek Parkway. This project is funded by a grant from the California Natural Resources Agency. The final design will include additional trails, picnic areas, and creek access points on the east side of the creek in Phase 2. The design will be sensitive to the ecological constraints and flooding potential of the area. The grant also funds riparian restoration activities in Phases 1 and 2 of the Mariposa Creek Parkway.

This Second Amendment to the agreement with WRT is to increase their budgeted amount for services by $5,000, from funds within the project's overall budget. These changes reflect a need for additional permitting and monitoring required by the California Department of Fish and Wildlife.

BACKGROUND AND HISTORY OF BOARD ACTIONS

March 28th, 2022: RES-2022-192 Adopted a Resolution Authorizing the Submittal of an Application to the California Natural Resources Agency Riparian Restoration Grant Program to Support Landscape Restoration and Public Access Enhancements in the Phase III Segment of the Mariposa Creek Parkway

September 9th, 2023: RES 2023-289 Accept the Urban Greening Grant Funds; and Approve Budget Action Increasing Revenue and Appropriations in the Planning Department Budget to Recognize the Grant Funding ($911,850)

March 5th, 2024: RES 2024-83 Approve an Agreement with Wallace, Roberts, and Todd, LLC in the Amount of $234,350 for the Design of the Public Access Enhancements for the Mariposa Creek

Parkway Phases I and II; and Authorize the Board of Supervisors Chair to Sign the Agreement and All Future Documents Related to this Grant Project

April 9th, 2024: RES 2024-139 Approve First Amendment to Agreement with Wallace, Roberts, and Todd LLC., Adjusting the Services, Budget, and Terms for Landscape Design and Engineering for the Mariposa Creek Parkway Phase I and II Public Access Enhancements and Riparian Restoration Project; and Authorize the Board of Supervisors Chair to Sign the Amendment

Additionally, the Board and Local Transportation Commission (LTC) have taken a number of actions related to establishing the Mariposa Creek Parkway and restoring environmental conditions and public access within the project alignment, including:

SFC Restoration Contract Award: RES No. 2021-17
WCB Riparian Restoration Grant Application: RES No. 2020-600
Pollinator Habitat Enhancement: RES No. 2020-18
Mariposa Creek Parkway Master Plan Adoption: LTC No. 2020-3
Mariposa Creek Parkway/Statewide Parks Program: LTC No. 2019-13
Noxious Weed Grant Program: RES No. 2019-20
Mariposa Creek Parkway Phase III Concept Plan Adoption: LTC No. 2017-14

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Negative action would result in risks in meeting the required deliverables.

FINANCIAL IMPACT

If approved, this amendment will not impact the County's general fund, and there is no budget action required because the $5000 are accounted for in the project fund 3612.

ATTACHMENTS

1. **Second Amendment**
2. **Second Amendment Exhibit A**
3. **First Amendment and Exhibits**
4. **Original Agreement**
5. **Original Agreement Exhibit A**

VOTE RESULT

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

SECOND AMENDMENT TO AGREEMENT FOR LANDSCAPE DESIGN AND ENGINEERING FOR THE MARIPOSA CREEK PARKWAY PHASE I AND II PUBLIC ACCESS ENHANCEMENTS AND RIPARIAN RESTORATION PROJECT

THIS SECOND AMENDMENT TO AGREEMENT FOR LANDSCAPE DESIGN AND ENGINEERING FOR THE MARIPOSA CREEK PARKWAY PHASE I AND II PUBLIC ACCESS ENHANCEMENTS AND RIPARIAN RESTORATION PROJECT, is made and entered into this 2nd day of September 2025 by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and WRT, Inc., hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated March 5th, 2024, wherein Contractor agreed to design public access enhancements for the Mariposa Creek Parkway Phase I and II Public Access Enhancement and Riparian Restoration Project; and

WHEREAS, County and Contractor have heretofore entered into a First Amendment to the Agreement dated 9th day of April 2024, wherein the scope of work to be provided by Contractor and the budget were changed and an indemnification provision was added;

WHEREAS, County and Contractor desire to amend said Agreement to adjust the timeline and increase the total fee to be received by the contractor;

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

1. Paragraph 3, "COMPENSATION," is hereby amended to provide that an additional $5,000 will be added to the original amount of $234,350, making the total compensation paid to Contractor the not to exceed amount of $239,350.
2. Exhibit B, "Budget," is hereby changed to reflect the Exhibit A attached to this second amendment.

Except as herein amended, the Agreement dated March 5th, 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	John Gibbs, Principal WRT, Inc.
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Walter Wall County Counsel

Exhibit B. Budget

Pre-Construction // Non-Construction	Original Budget	Amended Budget
Project Management	$ 10,000	$ 15,500
CEQA / Permitting	$ 14,615	$ 44,215
Engagement	$ 4,000	$ 4,000
Design (PS&E)	$ 182,735	$ 164,135
Task Subtotal	$ 211,350	$ 227,850
Site Work		
Preliminary Invasive species removal		
Invasive species removal		
Site Grading		
Decomposed Granite Soft Trails		
Steel Edging		
Misc Materials (Gravel, Woodchips)		
Stepstone creek crossing		
Electrical & Lighting		
Interpretive / Educational Exhibits & Signage	$ 3,000	$ -
Funding Acknowledgement Sign		
Task Subtotal	$ 3,000	$ -
Access Enhancements		
Benches		
Creek access point and seating area		
Trail kiosk		
Picnic Platforms / Tables		
Task Subtotal		
Planting		
Canopy Tree		
Ornamental / Understory Tree		
Planting in Targeted Zones		
Hydroseed / Seed Mix		
Water Saving Irrigation Controls		
Parking Lot Enhancements (not including trees)		
Preliminary Planting Implementation Labor		
Planting Implementation Labor		
Preliminary Success Criteria & Survivorship Monitoring		
Success Criteria & Survivorship Monitoring		
Task Subtotal		
Overall Subtotal	$ 214,350	$ 227,850
Construction Management	$ 20,000	$ 11,500
Agreement Total	**$ 234,350**	**$ 239,350**

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-139

MEETING: April 9, 2024

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Approve First Amendment to Agreement with Wallace, Roberts, and Todd LLC., Adjusting the Services, Budget, and Terms for Landscape Design and Engineering for the Mariposa Creek Parkway Phase I and II Public Access Enhancements and Riparian Restoration Project; and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to Agreement with Wallace, Roberts, and Todd LLC., Adjusting the Services, Budget, and Terms for Landscape Design and Engineering for the Mariposa Creek Parkway Phase I and II Public Access Enhancements and Riparian Restoration Project; and Authorize the Board of Supervisors Chair to Sign the Amendment.

On March 5th, 2024, the Board approved an agreement with WRT to design and engineer public access enhancements along the Mariposa Creek Parkway. This project is funded by a grant from the California Natural Resources Agency. The final design will include additional trails, a picnic area, and creek access points on the east side of the creek in Phase 2. The design will be sensitive to the ecological constraints and flooding potential of the area. The grant is also funding riparian restoration activities in Phases 1 and 2 of the Mariposa Creek Parkway.

This amendment to the agreement with WRT is to alter the Services, Budget, and Terms to reflect changes made to the grant project. These changes include removing the step-stone creek crossing element due to concerns over permitting costs and impacts on sensitive species. Also, the budget for design increased to accommodate a more complex and resilient design in response to the increase in flooding events along the creek. Finally, an indemnification provision was added by request from the contractor.

BACKGROUND AND HISTORY OF BOARD ACTIONS

March 28th, 2022: RES-2022-192 Adopted a Resolution Authorizing the Submittal of an Application to the California Natural Resources Agency Riparian Restoration Grant Program to Support Landscape Restoration and Public Access Enhancements in the Phase III Segment of the Mariposa Creek Parkway

September 9th, 2023: RES 2023-289 Adopted a Resolution Accepting the Urban Greening Grant Funds; and Approve Budget Action Increasing Revenue and Appropriations in the Planning Department Budget to Recognize the Grant Funding ($911,850)

March 5th, 2024: RES 2024-83 Adopted a Formal Resolution Approving an Agreement with Wallace,

DS HH

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Roberts, and Todd, LLC in the Amount of $234,350 for the Design of the Public Access Enhancements for the Mariposa Creek Parkway Phases I and II; and Authorize the Board of Supervisors Chair to Sign the Agreement and All Future Documents Related to this Grant Project

Additionally, the Board and Local Transportation Commission (LTC) have taken a number of actions related to establishing the Mariposa Creek Parkway and restoring environmental conditions and public access within the project alignment, including:

SFC Restoration Contract Award: RES No. 2021-17
WCB Riparian Restoration Grant Application: RES No. 2020-600
Pollinator Habitat Enhancement: RES No. 2020-18
Mariposa Creek Parkway Master Plan Adoption: LTC No. 2020-3
Mariposa Creek Parkway/Statewide Parks Program: LTC No. 2019-13
Noxious Weed Grant Program: RES No. 2019-20
Mariposa Creek Parkway Phase III Concept Plan Adoption: LTC No. 2017-14

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Negative action would delay the project's schedule.

FINANCIAL IMPACT

None. This project is fully funded by a grant from the California Natural Resources Agency.

ATTACHMENTS

1. **Amended Agreement**
2. **Resolution**
3. **Original Agreement**

VOTE RESULT

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

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AGREEMENT FOR LANDSCAPE DESIGN AND ENGINEERING

THIS AGREEMENT ("Agreement") is made and entered into this 9th day of March 2024, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and WRT, LLC ("Contractor"), pursuant to the following terms and conditions. The County and Contractor are collectively referred to as Parties and individually referred to as Party.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on the date first hereinabove written, and shall continue until all authorized work is approved by the County or January 1, 2026, whichever is earlier.

2. SERVICES

Contractor shall design public access enhancements as described in Exhibit A, "Proposal for Mariposa Creek Parkway Phase I and II Restoration and Public Access Enhancements," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the work described in the Scope of Work, including through subcontractors or agents, and shall be solely responsible for determining how to deliver designs for public access enhancements within the project budget provided in Exhibit A. The Parties acknowledge that the Scope of Work is intended to fulfill the Grant Agreement Number UG221-0 between the County and the California Natural Resources Agency.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $234,350, as described in Exhibit B, "Budget." Contractor shall submit invoices for services performed on a monthly or quarterly basis, though invoices may include services performed in preceding months. The County shall review and approve such invoices within 15 calendar days. If the County disputes an invoice, it shall inform Contractor of the nature of the dispute within the 15 days; the Parties shall then work in good faith to resolve the dispute. If the dispute cannot be resolved, Section 18 shall apply. The County shall pay Contractor within 30 calendar days of receipt of an approved invoice. In the event payments equal the "not to exceed" amount, Contractor shall complete all services required under this Agreement without further compensation or cost reimbursement.

4. PERMITTING, ENVIRONMENTAL REVIEW, AND COMMUNITY ENGAGEMENT

County shall be lead agency on all necessary permits for the Scope of Work, including any Lake and Streambed Alteration Agreement. County shall be lead agency on all environmental review associated with the Scope of Work, including compliance with the California Environmental Quality Act. Contractor will assist in preparing materials for such permitting and environmental review and facilitate submittal of permitting and environmental review applications. County will

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be listed as applicant or permittee. County shall be responsible for all community engagement required to implement the Scope of Work, including for any prescribed burn activities.

5. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

(1) Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of performance of the work hereunder by the Contractor, its agents, representatives, or employees (including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the

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Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

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

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

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

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

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

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

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

6. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County and its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of Contractor or its officers, agents, or employees in rendering services

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under this Agreement; excluding, however, such liability, claims, losses, damages, or expenses arising from sole negligence or willful acts of the County and its officers, employees, agents and volunteers.

To the fullest extent permitted by law, County shall hold harmless, defend at its own expense, and indemnify Contractor and its officers, employees, agents, subcontractors, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from (a) the sole negligence or willful acts of the County and its officers, employees, agents and volunteers related to this Agreement or (b) permitting, environmental review, and community engagement undertaken by the County pursuant to Section 4.

7. 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.

8. 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.

9. 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.

10. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or

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obligations of the Contractor under this Agreement will be permitted only with the express written consent of the County.

11. NOTICE

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

CONTRACTOR:
John Gibbs
WRT, LLC
478 Tehama St, Suite 2B
San Francisco, CA 94103
(303) 529-5820

COUNTY:
Hannah Harrison
County of Mariposa
5100 Bullion Street
Mariposa, CA 95338
(209) 742-1343

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

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; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the Planning Director. 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.

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15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

B. Either party may terminate this Agreement for convenience upon 60 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed pursuant to the Scope of Work up to the effective date of termination, including planning, monitoring, and project coordination work that has not yet resulted in project deliverables.

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

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

17. NO WAIVER

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

18. DISPUTES

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

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

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19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS

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

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 the agreement shall comply with all requirements of law, including capacity and authority to amend or modify the Agreement.

27. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code

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section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

The County has secured funds for the Scope of Work from the California Natural Resources Agency, pursuant to Grant Agreement UG221-0 for this effort.

Nevertheless, the Parties understand that if funding becomes unavailable pursuant to Grant Agreement UG221-0 the County would be required to rely on other appropriations. It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services performed pursuant to the Scope of Work up to the effective date of termination, including planning, monitoring, and project coordination work that has not yet resulted in project deliverables. Upon termination of this Agreement, 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 from 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 performed pursuant to the Scope of Work prior to such reduction or modification of the County budget, including planning, monitoring, and project coordination work subcontractor that has not yet resulted in project deliverables, or offer an Agreement amendment to Contractor to reflect the reduced amount. Contractor is not obligated to accept the proposed Agreement amendment.

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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:
28C80F476AA643E...

John Gibbs, Senior Associate
WRT, LLC

COUNTERSIGN:

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

DocuSigned by:
Steven W Dahlem
F6A416E06B394BF...

Steven W. Dahlem
County Counsel

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Exhibit A.

11.08.2023

478 Tehama Street, Suite 2B
San Francisco, CA 94103
adawson@wrtdesign.com
303.529.5820



PROPOSAL FOR

MARIPOSA CREEK PARKWAY PHASE I AND II RESTORATION AND PUBLIC ACCESS ENHANCEMENTS

WRT

SUBMITTED TO: **Mariposa County Planning Department**
SUBMITTED BY: **WRT** with the Sierra Foothill Conservancy (SFC), Provost & Pritchard, and ECORP

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TRANSMITTAL LETTER

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November 8, 2023

Hannah Harrison
Community Design and Development Planner
Mariposa County Planning Department
5100 Bullion Street
Mariposa, CA 95338
209-966-5151

Re: Mariposa Creek Parkway Phase I and II Restoration and Public Access Enhancements

Dear Hannah,

Thank you for the opportunity to submit a proposal for the Phase I and II Riparian Restoration + Public Access Enhancements project. We are eager for the opportunity to be part of this exciting project and build on our previous collaborations and understanding of Mariposa and its issues and aspirations.

This next project presents a fresh set of intriguing design opportunities. With a focus on aspects like the creek crossing, native plant revegetation, and enhancing public spaces such as seating areas and kiosks, we see a clear alignment with WRT's strengths and expertise. These elements represent a harmonious blend of functionality and aesthetics, a balance we continually strive to achieve in our designs. Each of these elements represents another step towards creating a more vibrant and ecologically (and economically) resilient Mariposa.

Our past collaboration with the Sierra Foothill Conservancy on the Mariposa Creek Parkway Master Plan and subsequent trail implementation projects has been both fulfilling and impactful, and we are certain that this project will bring even more benefits to the community and visitors alike. We look forward to the possibility of continuing our work together and collectively contributing to Mariposa's bright future.

Sincerely,

Andrew Dawson, ASLA
Senior Associate | Landscape Architect
Project Manager
(E) adawson@wrtdesign.com
(T) 303.529.5820

John R. Gibbs, ASLA, LEED AP
Principal | Landscape Architect + Urban Designer
Principal-In-Charge
(E) jgibbs@wrtdesign.com
(T) 415.229.2806

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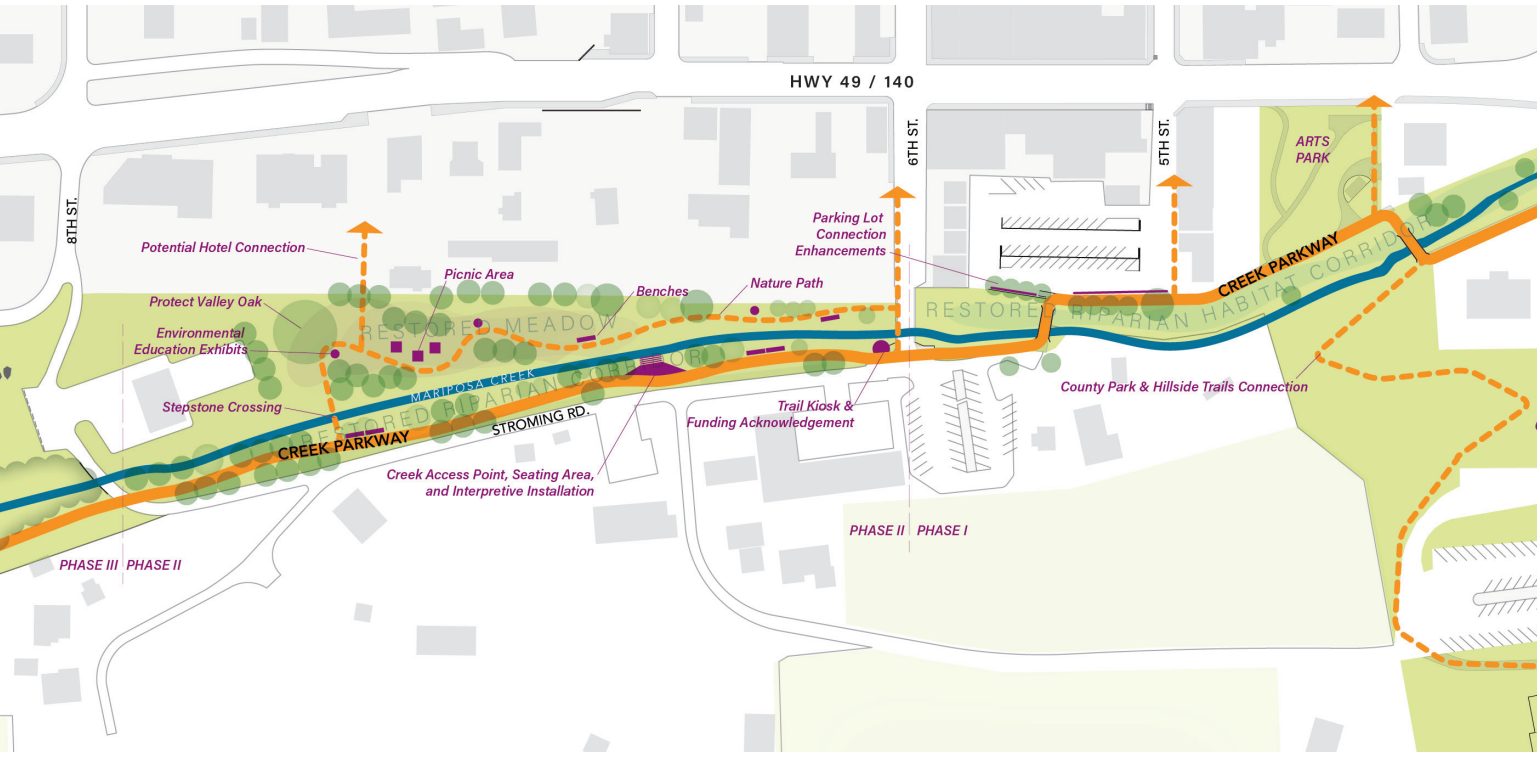
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INTRODUCTION

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INTRODUCTION

Leveraging Existing Relationships and Ongoing Projects

WRT has been working in Mariposa for more than five years, and in that time, through many site visits in all seasons, Andy has personally become well connected with both the Planning Department and the project partners. While roles are changing at the County, the faces are the same, and we're excited to keep working with the team that has been advancing the initiatives of the Creek Parkway for so long. As well, our longstanding partners the Sierra Foothill Conservancy and Provost & Pritchard bring consistency and working knowledge of the unique constraints and characteristics of the site. In this time of transition for County staff, our team offers continuity for the overall vision of the creek corridor and its adjacencies.

Site Understanding

Phase I and II of the Mariposa Creek Parkway are the oldest segments of the trail and were the impetus for all the subsequent work that has launched in the last five years. Phase I is enclosed and wooded (albeit with a lot of Tree of Heaven) and somewhat quiet, but its connection to the Arts Park elevates its presence during large community gatherings. Two pedestrian crossings navigate the creek itself and established the parkway as an achievable vision with much larger potential. Following upstream from Phase I, Phase II has a much different character. It feels wide open, with fewer trees and a gentler, wider creek corridor. This section has a longstanding native planting installation from the Master Gardeners, and a pathway along the road that is well used. This section of the creek is subject to flooding during major storm events. Last year's storms caused damage to the creek banks, which will be important to address with this project.

The site plan shown above builds upon the work of the Master Plan, and sets up the basic conditions and requirements for this project to accomplish. The ultimate layout and design of these elements, and how they impact user experiences through these sections of the Parkway is the charge of this assignment.

Opportunities and Constraints

The diagram on the next page lays out some of the known opportunities and constraints faced by this project. Our team understands these existing conditions well.

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Of note are the areas with significant amounts of invasive species, including Himalayan blackberry and Tree of Heaven. Removal of these planting areas will significantly alter the impression and feel of these spaces, and they present opportunities for planting design and rehabilitation that either reinforce the character that existed — for example planting trees to maintain the feeling of enclosure on Phase I — or making changes that improve safety and accessibility.

Other features noted are zones for quiet contemplation and potential for larger group spaces. Eroded creek banks are a constraint at certain points, as is the exiting condition of the Parkway along Stroming Road. There are opportunities for improved connection through hotel parking areas, additional screening planting where necessary, and increasing shade in the parking lot at 6th Street.

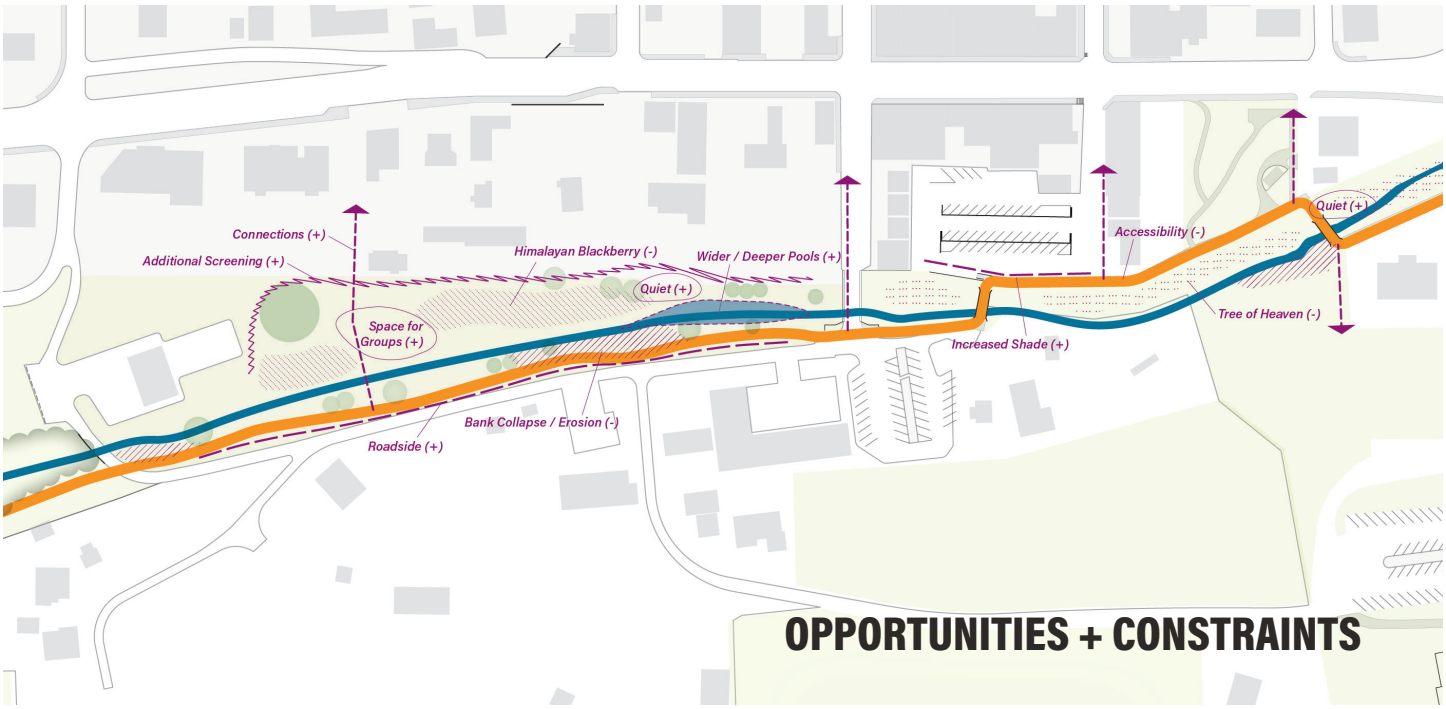
Our team will evaluate these features and advance a design that also enhances and makes visible those natural characteristics that vary through this section of the Parkway. This means considering the wider and deeper creek area of Phase II differently than the narrow enclosure of Phase I.

Potential Impacts

The biggest pitfall of this project would be to overdo it. Our team will take a sensitive approach to the extent of interventions, so as to not take away from the inherent qualities of the creek and the spaces people currently enjoy. Phase I in this regard is essentially kept intact, with minimal intervention. (However we note there are potential ADA-compliance questions that could be addressed in this zone.) Phase II absorbs the more impactful components, such as the creek access and seating area. A stream crossing at this point is informed by the existing rock formations and gentle creek banks on the northeast side, but the southwest bank will need to be navigated carefully. We do not want to see major earthwork or retaining walls implemented here. The goal should be a light touch that is still beneficial to visitors while minimally-impacting the creek itself.

Lastly, a key means of mitigating impacts from increased visitation will be with planting and path alignment. Varying the density of planting, height of plants, and species will inform where people can go or not. Guiding them with pathways, and perhaps habitat protection fencing, will be important cues to ensure the planting restoration is successful.

All of these considerations go into our project approach detailed in this proposal. Balancing access enhancements with habitat protection is the key challenge for this project, and our team is prepared to offer expertise and listen to community insights that help us strike the right balance.



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QUALIFICATIONS

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Mariposa Creek Parkway Master Plan

Mariposa County, CA

STATE OF IMPLEMENTATION
Plan completed, implementation projects ongoing

PROJECT REFERENCE
Mikey Goralnik, PLA, AICP, LEED Green Associate
Community Design and Development Planner
Mariposa County
(T) 209.742.1222
(E) mgoralnik@mariposacounty.org

The Mariposa Creek Parkway Master Plan was positioned to meaningfully address a wide range of issues, from placemaking and cultural programming to improved bike and pedestrian circulation, to the expansion of recreational and tourism infrastructure. For residents and visitors alike, the Parkway carried tremendous potential as a recreational, cultural, and transportation corridor, capable of offering a vibrant social corridor and bike and pedestrian linkages both within the town of Mariposa and outward to regional trail networks.

To gain insight into the hopes, ideas, and concerns surrounding the Parkway's development, WRT's project team held an intensive series of meetings with residents and stakeholders who, collectively, gave voice to a broad spectrum of community interests and organizations. The WRT team also toured the project site and its surrounding Sierra foothill landscape, building their understanding of the context, detail, and potential of the Parkway Master Plan to positively impact both the Town and County of Mariposa. The master plan provided the basis for grant funding for the eventual construction of a 4-mile trail along Mariposa Creek. As an integral piece of Mariposa's public realm, the Parkway's implementation and final design were guided

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Effectively distilling the input of the community and illustrating the possibilities of future investment, renderings produced for the Master Plan have supported Mariposa County's successful efforts to apply for and win grant funding.



by three community-driven themes identified during the project's community engagement phase. The themes were: (1) Health + Wellness, (2) Community + Creativity, and (3) Education + Environment. These themes acted as lenses to help organize Parkway amenities and design decisions, and to give depth to the project so that users would return often and create their own narratives about what the trail meant to them. Incredible input was received from an engaged community during Creek Week, a multi-day interactive stakeholder outreach festival that took place on-site along the Mariposa Creek corridor. Creek Week presented over 500 residents over the course of three days with an opportunity to be introduced to park design ideas, be inspired by ideas from other parks, and provide feedback regarding the features to be found in the park and their location.

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Mariposa Creek Parkway Master Plan: Ongoing Implementation Projects

Mariposa County, CA

STATE OF IMPLEMENTATION
Ongoing

CLIENT REFERENCE
Mikey Goralnik, PLA, AICP, LEED Green Associate
Community Design and Development Planner
Mariposa County
(T) 209.742.1222
(E) mgoralnik@mariposacounty.org

The Creek Parkway extension will create an experience for locals and tourists that is more than just a trail. This master plan establishes a vision for a much larger and interconnected regional trail system that will boost economic development in Mariposa County through recreation-oriented transactions, while also serving a range of environmental restoration and enhancement objectives. WRT is currently involved in the ongoing implementation of the Master Plan, including but not limited to the following projects:

ATP

The master plan laid the groundwork for immediate follow-on implementation funding, the first of which was an Active Transportation Grant from the State of California. This project, currently underway, builds upon the master plan guidelines and determines the alignment of the parkway and its associated amenities, including a creek crossing, furnishings, interpretive signage, and secondary trail connections. Importantly it will establish a pedestrian connection from the creek to Mariposa's main street, creating a bicycle and pedestrian friendly alternative for both locals and tourists.

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Trailhead and Destination Park

This grant followed on the heels of the ATP grant and focuses on the design development of the Parkway Trailhead Destination Park. Also currently underway, the team, led by WRT, is advancing the design concepts from the master plan for the Hulbert property. The result will be a set of permitted (CEQA and NEPA compliant) schematic designs that can then be finalized through a follow-on implementation grant. Site features include a picnic pavilion, nature play area, Native American cultural elements, parking, and a trailside overlook.



Phase 3: Hillside Trails

The most recently acquired grant building on the master plan is designed to create new trail connections and a trailhead on the Fiske property, which is a large, steeply-sloped parcel that borders a significant stretch of the creek corridor. This project is slated to begin in the new year and will begin to tie the Parkway into a wider regional recreational trail network.



11th Street Paseo

The 11th Street Paseo project serves as a vital connection from downtown to the Mariposa Creek Parkway. This project guides visitors from the valley to the foothills, using landscape and design elements to narrate Mariposa County's natural history. Elevation markers, varied boulder types, and region-specific plants are integrated into the site, with a dry creek and winding paths enhancing accessibility and interest. This paseo encapsulates the region's geographic and ecological diversity within a compact space.

Phase 3 Habitat Restoration

The Mariposa Creek Parkway Restoration Work aims to rejuvenate Mariposa Creek in alignment with the Parkway Master Plan, setting the stage for enhanced trails and trailheads. Collaborating with the tribal community and a local nursery, WRT developed a tailored plant list and designated planting zones suitable for the creek's varied conditions. Currently, the project is being executed with tribal participation under the guidance of the Sierra Foothill Conservancy, integrating traditional cultural burning techniques to control invasive species and promote ecological health.



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Mary Laveroni Park + Hetch Hetchy Railroad Trail: Amenities Study and Vision Plan

Groveland, CA

STATE OF IMPLEMENTATION
Study and Plan Completed

PROJECT REFERENCE
Pete Kampa
General Manager, Groveland
Community Services District
(T) (209) 962-7161, ext 1024
(E) pkampa@gcsd.org

WRT is currently engaged by the Groveland Community Services District (GCSD) to create a holistic vision for recreational and cultural assets in and around Groveland. The team is working to identify priority projects, including the advancement of the Hetch Hetchy Railroad Grade Trail, to provide recreational and mobility linkages across the region. In addition, the team is planning for additional public access across GCSD properties, seeking to open up and expand recreational opportunities for locals and outside visitors. This process is being undertaken at three scales: detailed park planning for Mary Laveroni Park, wider trail alignments and program areas for a 250-acre parcel, and a regional assessment of connections between the communities of Pine Mountain Lake and Big Oak Flat.

Importantly the project seeks to accommodate and welcome the droves of summer tourists en route to Yosemite National Park. Necessary infrastructure, amenities, and services are being identified to help GCSD manage large crowds, and attract additional economic development by capturing these audiences and presenting Groveland as a destination in its own right.

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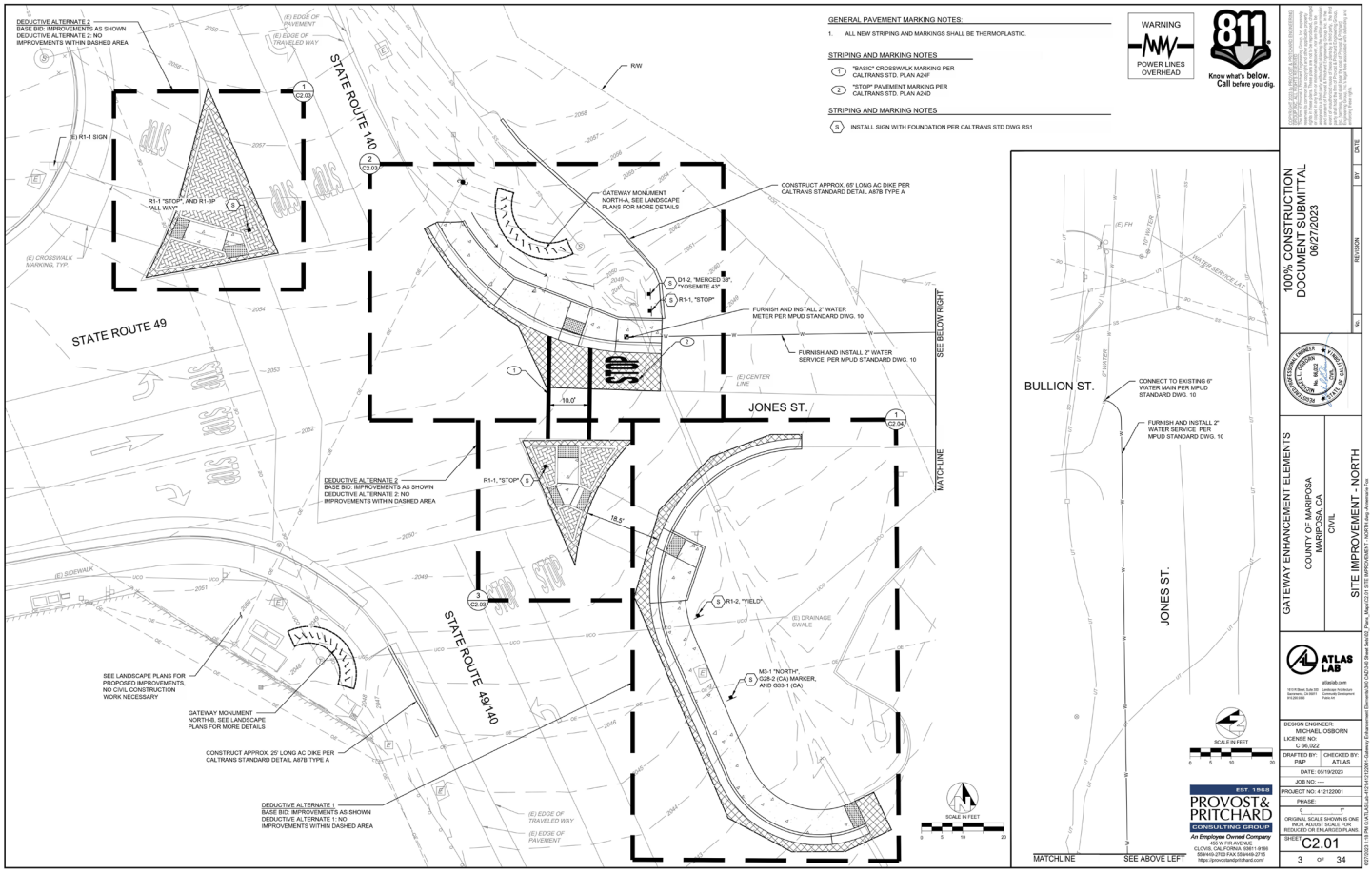


We are working with GCSD to create a vision that is capable of hosting large summer festivals and mountain bike races, while also being responsive to the recreational needs of locals.

Lastly, the team is assisting GCSD with their pursuit of additional grant funding, to ensure the resulting vision plan is able to advance toward implementation. WRT's experience with state grant mechanisms is helping to position this plan as a foundation for additional and much-needed financial assistance.



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EST. 1968
PROVOST& PRITCHARD
CONSULTING GROUP

Mariposa Gateway Enhancement Elements

Mariposa County, CA

Provost & Pritchard is involved in the Mariposa Gateways Project, which is funded by a Clean California grant from Caltrans. The project aims to enhance pedestrian pathways, plantings, lighting, and art installations at the intersections of SR 140 & SR 49 in Mariposa Town.

Throughout the project, there has been considerable involvement from the community and Southern Miwok tribal representatives, particularly in shaping the themes and designs for murals and gateway features.

Currently, the project has finished the survey and design phases and is awaiting construction.

STATE OF IMPLEMENTATION
Study and design complete; construction pending

PROJECT REFERENCE
Mikey Goralnik, PLA, AICP, LEED Green Associate
Community Design and Development Planner
Mariposa County
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Sierra Foothill Conservancy: Work with Mariposa County

Mariposa County, CA

STATE OF IMPLEMENTATION
Ongoing

PROJECT REFERENCE
Mikey Goralnik, PLA, AICP, LEED Green Associate
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Wildlife Conservation Board Riparian Restoration Project

Sierra Foothill Conservancy is the Prime Contractor for Mariposa County in implementing the Wildlife Conservation Board (WCB) funded riparian restoration project on Phases 2 & 3 of the Mariposa Creek Parkway. The WCB restoration project serves as the cornerstone for subsequent restoration efforts financed by the California Natural Resources Agency Urban Greening Grant project. Since 2021, SFC has effectively managed the WCB restoration project for Mariposa County, eradicating invasive species, collaborating with the Southern Sierra Miwuk Nation on restoration activities, and initiating the revegetation process, with project completion projected for 2024.

California Natural Resources Agency
Environmental Enhancement and Mitigation Program

Sierra Foothill Conservancy is the Prime Contractor for Mariposa County for the California Natural Resources Agency (CNRA) Environmental Enhancement and Mitigation Program (EEMP) funded restoration project on Phase 3 of the Mariposa Creek Parkway. The grant, secured through a successful proposal developed by SFC in partnership with Mariposa County, works in conjunction with the CNRA-funded Urban Greening (UG) Grant project. Both the EEMP and UG projects build upon the groundwork laid by the preceding WCB-funded project, enhancing SFC's ongoing efforts. SFC's deep understanding of the project area and grant details stems from its role as the principal grant writer for the CNRA proposals and as the executor of ongoing restoration and enhancement projects.

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Mariposa County Integrated Housing and Mobility Strategy

Mariposa County, CA

STATE OF IMPLEMENTATION
Complete

CLIENT REFERENCE
Mikey Goralnik, PLA, AICP, LEED Green Associate
Community Design and Development Planner
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(T) 209.742.1222
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The County of Mariposa, in partnership with Yosemite National Park, spearheaded an effort to address the housing and mobility challenges that negatively impact the quality of life of Mariposa County residents and visitors. The integrated housing and mobility approach analyzes infrastructure and community resources, and applies an understanding of local challenges ranging from traffic conditions to development challenges and environmental hazards. Ultimately, it establishes and a vision to incentivize and support affordable housing and mobility options for all Mariposans.

The partnership with Yosemite National Park is important because the Park is both a major attraction for visitors and residents of Mariposa County, and also a major employer. In order to protect the natural resources within the Park, there are major spatial constraints on development, and there is insufficient housing to accommodate the wide network of Park visitors, Park employees, and the range of non-profits and concessioner employees that are vital to park operations. Housing options outside the Park are affected by the conversion of the historic long term rental market to short term rentals due to high demand by Park Visitors

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adding additional strain on year-round housing options for Mariposa's workforce at all price points. The limited housing options force many employees to make difficult and unsustainable choices. They can either find housing farther away from the Park, which further stresses the already stressed transportation network, or they can seek employment outside of the Park and County, depleting Yosemite's workforce and contributing to a rural gentrification effect.

This project seeks to address this deficiency by planning for transit-oriented development in a rural context, with housing and transportation that connects Mariposa and other key county gateway communities with its major workforce center – Yosemite National Park. The project examines the key nexus between workforce and special needs housing development and an active transportation network, through operational strategies, policy recommendations, and physical site plans. By addressing the needs of these county residents, beneficial effects will also extend to visitors and tourists that also rely on county infrastructure. Paired with this are new models of workforce housing that create community places, increase affordability and supply of housing, and foster healthy lifestyles for a more livable Mariposa County.



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PROPOSAL DOCUMENT

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OUR APPROACH

Design

Our approach to the design of the project weighs the grant requirements with the end user experience, construction dollars, and permitting requirements.

As an example, we could see benefits from considering the Site Grading, Creek Access, and Creek Crossing as an integrated element. After last winter's flooding, sections of creek bank slumped and gave way. While the areas of biggest concern were patched, this is a concern going forward if significant amounts of money are going to be invested in these zones. It might make sense to focus work on creek bank to a limited area, both for construction purposes but also to limit impact on other areas. Multiple designed touch points at the creek through this section might feel like overkill, understanding that nothing is really stopping people from getting to the creek where they want to anyway. At the same time, a disbursed approach that spreads out lighter impacts over a larger area might make sense. Considerations such as this feed the design options on the opposite page, and will be important to navigate early in the process.

Budget Considerations

The grant amount awarded for the work is no small sum, but our team acknowledges that in order to accomplish the goals as outlined, decisions will need to be made to allocate resources in a smart way. With this in mind, the approaches shown on the next page try to offer different means of prioritizing improvements in the creek corridor, while still delivering the grant requirements. A critical consideration is the funding available for permitting needs. Our team has identified the regulatory trajectory for this project, and it is extensive, especially if we pursue interventions that impede upon the ordinary high water line of the creek. This triggers significantly more up front effort, but the resulting experience will be that much more powerful for visitors. A decision may need to be made that maximizes the benefits while minimizing, to the extent possible, the regulatory hurdles.

Importantly, before commencing any of the work, we believe a focused effort needs to be undertaken to understand more fully the implications of the budget and what can be accomplished. It may be possible that a request for grant augmentation funding should be pursued, which would not only ensure an adequate permitting process but could also unlock additional benefits, including:

- Erosion control throughout Phase I and II.
- Stroming Road improvements and redoing the existing Creek Parkway, which is in disrepair (especially from root intrusion).
- Improved connectivity to local businesses.
- Improved accessibility through more robust materials and grading.

Engagement Plan

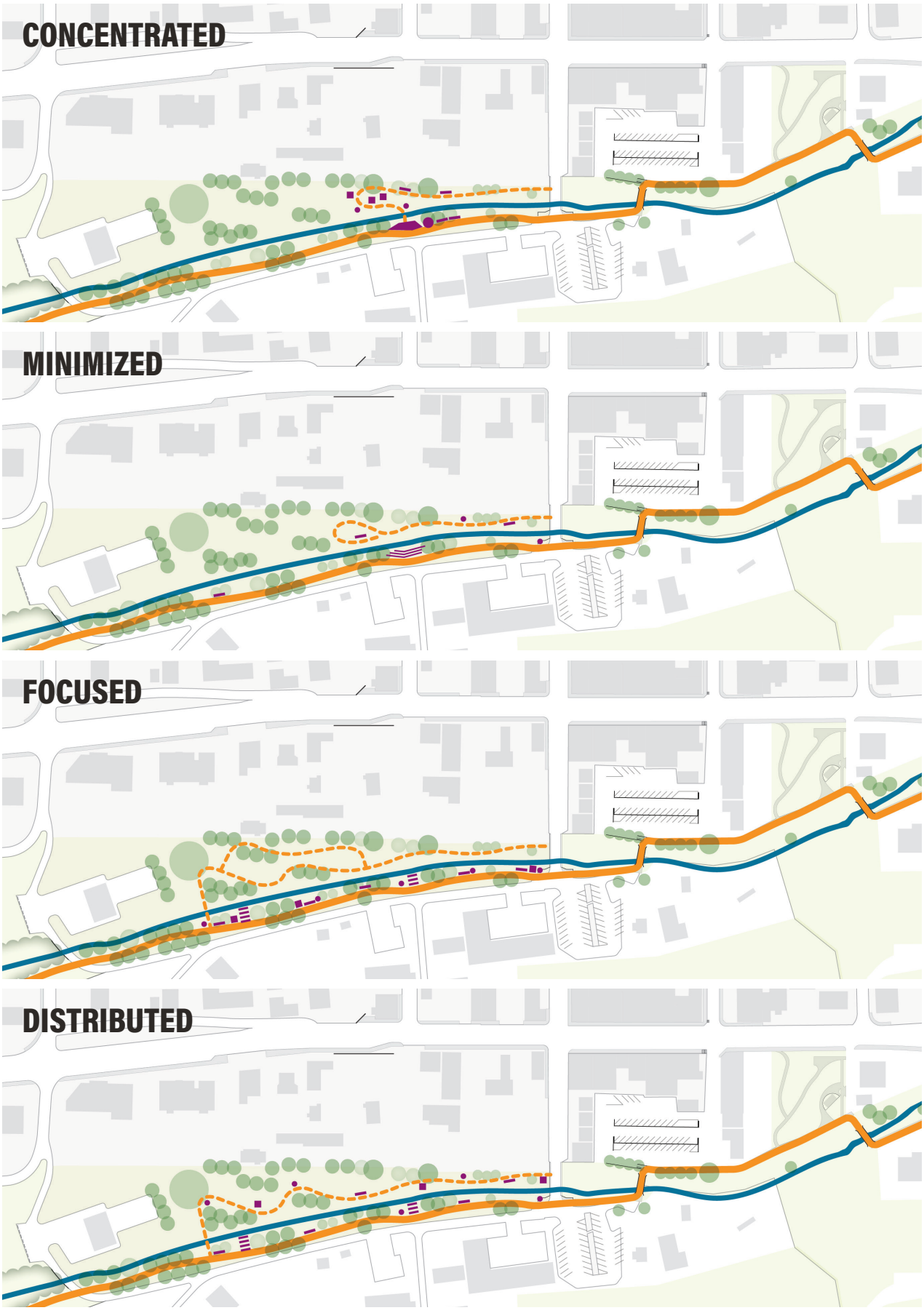
For this assignment, we envision a focused engagement exercise centered around choosing a design strategy that is appropriate to the site. Collecting input on what the community would like to see for this stretch of creek is important, because it is perhaps the most heavily-traveled section of the Parkway. The options shown on the opposite page depict examples of approaches that each have their advantages. This would give the project team a solid foundation for advancing a design that nests into the site and doesn't feel intrusive. On the whole, Phase II should feel like a lighter touch, as it is bounded on either side by the new Trailhead Park and the Arts Park. Phase I is more constricted by steep creek banks, and the focus in this zone is focused on habitat restoration. As well, the team will continue their ongoing engagement with tribal representatives from the Southern Sierra Miwuk Nation, who have been involved in the Phase III work and offer valuable perspectives. This relationship will be helpful for considering planting, interpretive signage, and the overall level of access enhancements and design strategy.

Big Picture

This team has the knowledge base to be thinking about the bigger picture for this project and how it fits into the Mariposa Creek Parkway. We are aware of all the moving parts in this complicated layering of funding and implementation. Through our foundational work on the Mariposa Creek Parkway Master Plan, and the subsequent implementation projects, we are well-positioned to guide this project to a fruitful outcome.

Importantly this also includes the ability to leverage other work toward the objectives of this project. For example, since the Trailhead Park, ATP, and Hillside Trails projects are creating a family of signage and identity elements for the corridor, these can be easily adapted to the needs of Phase II and Phase I. This may also apply to things such as lighting and site furnishings, helping make this project more streamlined and cost-effective.

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REGULATORY STRATEGY

The County of Mariposa has received an Urban Greening Grant from the State of California, The Natural Resources Agency, Department of Parks and Recreation Office of Grants and Local Services for renovations to the existing Mariposa Creek Parkway. The parkway is a linear park located along Mariposa Creek in the town of Mariposa, in Mariposa County, California.

When completed, the Mariposa Creek Parkway will improve plant habitat along the parkway and also provide a variety of community-driven recreational programs. It will function as an active transportation resource, linking residents and visitors to neighborhoods, businesses, and tourist amenities, while conserving and interpreting the distinctive beauty of the Sierra Foothill riparian landscape. It will provide engaging opportunities for creative placemaking projects like public art and performance, and it will build community by establishing a unique and compelling space for Mariposa to gather.

Below is the CEQA compliance scope of work based on the following information provided in the County's Request for Proposals for the Mariposa Creek Parkway Phase I and II Restoration and Public Access Enhancements. Phase I and II involve:

- eradication of the two most prolific invasive non-native plant species present on the Parkway, Himalayan blackberry (Rubus armeniacus) and tree of heaven (Ailanthus altissima) through manual, chemical, and prescribed burning techniques in partnership with the Southern Sierra Miwuk Nation;
- revegetating the riparian area with native species that support ecological and cultural objectives;
- expanding access with 1,600 linear feet of soft trail (one with a new pedestrian bridge that may be a low water bridge)and additional access points, and enhancing access with recreation installments such as benches, picnic platforms, picnic tables, lighting and seating areas; and establishing natural history interpretive signs and other visual/ educational elements; and
- completing all permitting and environmental compliance activities necessary to ensure full implementation of these landscape and access improvements.

We expect the appropriate CEQA compliance would be a category exemption (CE) based on the type of work listed above. However, because of the proposed new bridge, a mitigated negative declaration (MND) may be more appropriate. Therefore, our proposal includes two options, one for a CE, and one for an MND.

A delineation of aquatic resources is needed to support necessary permit applications. ECORP is aware that a delineation was conducted by Live Oak Associates in 2021 and 2022 and appears to encompass the Phase I/ II Project site. The suite of regulatory permits required for the Project will depend on whether impacts (ground disturbance) will occur below the ordinary high water mark of Mariposa Creek. Any ground-disturbing activities below the ordinary high water mark will require permit authorization under Clean Water Act Section 404 through the U.S. Army Corps of Engineers (USACE), and Section 401 through the Central Valley Regional Water Quality Control Board. However, if the trail crossing can be designed such that no impacts occur below the ordinary high water mark, these permits would not be required and permitting costs may be reduced considerably. ECORP staff are knowledgeable regarding permitting and agency requirements, and we would collaborate with the County and the Project Team to determine the best strategy to secure permit authorizations while minimizing costs to the County.

If a USACE permit is required, the USACE must consult with U.S. Fish and Wildlife Service (USFWS) on any potential effects on species listed pursuant to the Endangered Species Act, and with tribes and the State Historic Preservation Office (SHPO) to determine any potential effects on cultural and historic resources and

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fulfill requirements of the and the National Historic Preservation Act. ECORP anticipates that a biological assessment will be prepared to support the consultation with USFWS. However, ECORP understands that a Cultural Resource Inventory Report is anticipated to be prepared by the consultant selected under a separate contract and is not a part of the scope of this proposal.

Listed wildlife species known or anticipated to occur within the Project site include Northwestern Pond Turtle, which has been documented to occur in the Project area. The USFWS issued a proposed rule to list Northwestern Pond Turtle as Threatened under the Federal Endangered Species Act on October 2, 2023, with the comment period ending December 4, 2023 and finalization of the listing expected shortly after. In addition, the site represents potential habitat for the Southern Sierra Distinct Population Segment (DPS) of Foothill Yellow-Legged Frog, which was recently listed by the USFWS as endangered and is also listed as endangered per the California Endangered Species Act. The site may also contain potential habitat for California Red Legged Frog, which is listed as threatened per the Federal Endangered Species Act. ECORP is also aware of the presence of beavers near the Project site. One-time beaver dam removal and/or installation of devices such as "beaver deceivers" can be included in the Streambed Alteration Agreement from CDFW; alternatively, a Routine Maintenance Agreement between the County and CDFW would allow for long-term maintenance related to beavers or other ongoing maintenance activities requiring CDFW approval (however, a routine maintenance agreement is not included in this proposal since it is beyond the scope of the current Project).

Restoration and construction activities that affect the creek (below or above the ordinary high water mark) or riparian vegetation require a Streambed Alteration Agreement from CDFW. ECORP will prepare an application to obtain a new Streambed Alteration Agreement for the low-water trail crossing in Phase 2 and the Phase 1 riparian restoration activities, and will request a time extension for the existing Streambed Alteration Agreement for Phase 2 riparian restoration activities.

To fulfill mitigation requirements, a Restoration Plan will likely be required by the regulatory agencies to describe restoration methods, performance standards and monitoring requirements for the created creek channel, riparian plantings, and invasive species.

Potential additional tasks not included in this proposal include tasks occurring immediately prior to, during, and after construction such as preconstruction wildlife surveys, worker environmental awareness training, construction monitoring, and success monitoring pursuant to the Restoration Plan.

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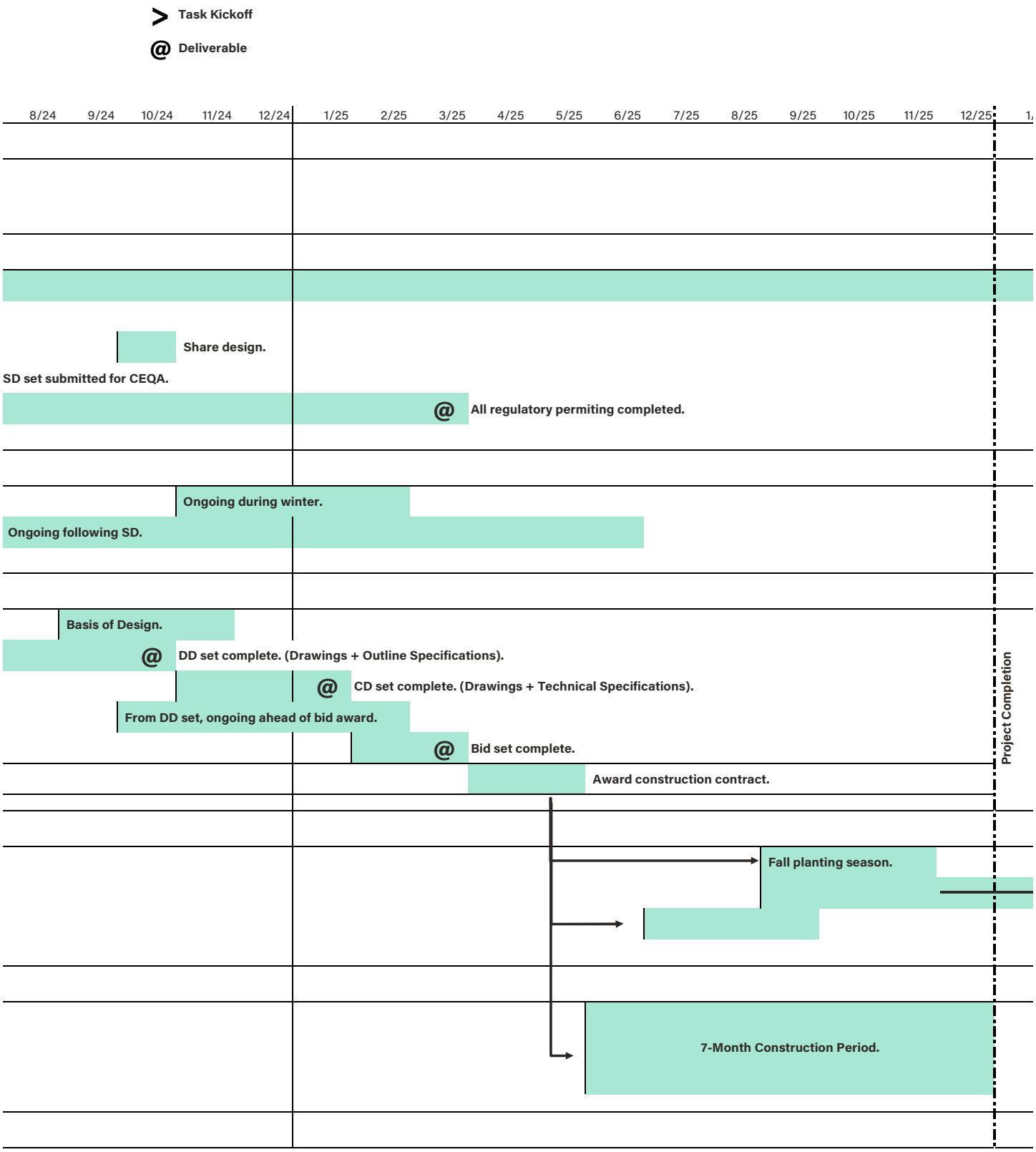
11/7/2023

Mariposa Creek Parkway Phase I & II Restoration and Public Access Enhancements

SCHEDULE

		MONTH	12/23	1/24	2/24	3/24	4/24	5/24	6/24	7/24
		PRE-KICKOFF ADMINISTRATION								
	Contracting.									
	Determine need for grant augmentation.									
TASK 1	**30% DESIGN AND CEQA / PERMITTING**									
1A	Project Management		**Ongoing through project timeline. Establish monthly check-ins.**							
1B	Site Survey					@	**Survey Complete.**			
1C	Engagement						> @	**Engagement Results.**		
1D	Schematic Design (30%)								@	
1E	Permitting								>	
TASK 2	**INVASIVE SPECIES REMOVAL AND NURSERY / PLANT PREP COORDINATION**									
2A	Invasive Species Removal									
2B	Nursery / Plant Prep Coordination									
TASK 3	**100% DESIGN**									
3A	Confirm Design Direction (Engagement + Permitting Feedback)									
3B	Design Development (60%)									
3C	Construction Documentation (90%)									
3D	Local Permits									
3E	Bid Set (100%)									
		BIDDING								
TASK 4	**RESTORATION PLANTING IMPLEMENTATOIN**									
4A	Trees, Shrubs, Groundcover, Perennials									
4B	Labor + Monitoring									
4C	Irrigation									
TASK 5	**COMPLETED CONSTRUCTION AND PROJECT OPENING**									
5A	Parking Lot Enhancements									
5B	Access Enhancements									
5C	Site Work									
		PROJECT CLOSEOUT								

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PROPOSED BUDGET

Adjustment / Alteration
Team Value Add
Strategic Coordination Option

Pre-Construction // Non-Construction	Quantity	Unit	Total Costs	Comment
Grant Administration	$ -	$ -		
Project Management	1	LS	$20,000	
Pre-award CEQA / Permitting	$ -	$ -		existing wetland delineation work and biological site assessments by SFC
CEQA / Permitting	1	LS	$55,000	varies significantly depending on crossing design strategy
Pre-award Engagement	$ -	$ -		build upon existing community engagements since Master Plan
Engagement	1	LS	$8,000	reduced slightly; focused on selecting preferred alternative + tribal consultation
Pre-award Design (PS&E)	$ -	$ -		leverage ongoing Master Plan implementation projects
Design + Design Contingency (PS&E)	1	LS	$142,350	increased w/ contingency funds, trails overage, engagement, crossing/acess reductions
		Task Subtotal	**$225,350**	remains under 25% of grant total
Site Work				
Pre-award Invasive species removal	1	LS		WRT + SFC existing knowledge base from Phase III removal
Invasive species removal	1	LS	$82,500	
Site Grading	1	LS	$25,000	extensive erosion from winter flooding needs to be addressed; co-locate crossing and access point where earthwork is already needed
Decomposed Granite Soft Trails	500	LF	$25,000	path extents reduced, but DG cost is likely $50/LF; could explore other surface options
Aluminum Edging	1,000	LF	$10,000	both sides of the path need edging; explore options that don't need edging
Misc. Materials (Gravel, Woodchips)	1	LS	$2,500	
Stepstone creek crossing	1	LS	$15,000	design together with creek access and site grading for construction savings
Electrical & Lighting	1	LS	$20,000	
Environmental Interpretive / Educational Exhibits & Signage	1	LS		leverage ongoing Master Plan implementation projects
Cultural Interpretive / Educational Exhibits & Signage	1	LS	$8,000	leverage ongoing Master Plan implementation projects
Funding Acknowledgement Sign	1	LS	$2,000	
		Task Subtotal	**$190,000**	
Access Enhancements				
Benches	6	EA	$9,000	
Creek access point and seating area	1	LS	$28,000	design together with crossing point and site grading for construction savings
Trail kiosk	1	LS	$5,000	
Picnic Platforms / Tables	3	EA	$13,500	
		Task Subtotal	**$55,500**	
Planting				
Trees	180	EA	$100,000	
Shrubs, Groundcover, Perennials	20,000	SF	$200,000	
Water Saving Irrigation	1	LS	$10,000	
Parking Lot Enhancements (not including trees)	1,000	SF	$16,000	
Pre-award planting implementation labor	20,000	LS		
Planting implementation labor	20,000	LS	$20,000	
Pre-award success criteria & planting survivorship monitoring	10,000	EA		
success criteria & planting survivorship monitoring	10,000	EA	$30,000	
		Task Subtotal	**$376,000**	
		Construction Subtotal	**$621,500**	
		Construction Contingency:	$25,000	clarified design vs construction contingency dollars
		Overall Subtotal	**$846,850**	
		Construction Management & Administration:	$40,000	reduced and allocated difference to Design
		Total	**$911,850**	

Overall Project Cost	**$911,850**

EA = Each, LS = Lump Sum, LF = Linear Feet, SF = Square Feet, SY = Square Yard, CY = Cubic Yard, TN = Ton, AC = Acre

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WRT FEE PROPOSAL

		PRE-CONSTRUCTION				CONSTRUCTION
		WRT	SFC	P&P	ECORP	
		Landscape Architecture	Engagement + Habitat Restoration	Civil +Structural Engineering	Permitting	
TASK 1	**30% DESIGN AND CEQA / PERMITTING**					
1A	Project Management	$ 10,000.00	$ 10,000.00			
1B	Site Survey			$ 15,000.00		
1C	Engagement	$ 4,000.00	$ 4,000.00			
1D	Schematic Design (30%)	$ 15,000.00		$ 12,500.00		
1E	Permitting				$ 55,000.00	
		$ 29,000.00	**$ 14,000.00**	**$ 27,500.00**	**$ 55,000.00**	**$ -**
TASK 2	**INVASIVE SPECIES REMOVAL AND NURSERY / PLANT PREP COORDINATION**					
2A	Invasive Species Removal					$ 82,500.00
2B	Nursery / Plant Prep Coordination					$ 6,000.00
		$ -	**$ -**	**$ -**	**$ -**	**$ 88,500.00**
TASK 3	**100% DESIGN**					
3A	Confirm Design Direction (Engagement + Permitting Feedback)	$ 4,000.00				
3B	Design Development (60%)	$ 10,000.00		$ 10,000.00		
3C	Construction Documentation (90%)	$ 10,000.00		$ 10,000.00		
3D	Local Permits			$ 5,000.00		
3E	Bid Set (100%)	$ 5,000.00		$ 4,000.00		
3F	Design Contingency	$ 41,850.00				
		$ 70,850.00	**$ -**	**$ 29,000.00**	**$ -**	**$ -**
TASK 4	**RESTORATION PLANTING IMPLEMENTATOIN**					
4A	Trees, Shrubs, Groundcover, Perennials					$ 298,000.00
4B	Labor + Monitoring					$ 46,000.00
4C	Irrigation					$ 10,000.00
		$ -	**$ -**	**$ -**	**$ -**	**$ 354,000.00**
TASK 5	**COMPLETED CONSTRUCTION AND PROJECT OPENING**					
5A	Parking Lot Enhancements					$ 16,000.00
5B	Access Enhancements					$ 55,500.00
5C	Site Work					$ 107,500.00
		$ -	**$ -**	**$ -**	**$ -**	**$ 179,000.00**
	SUBTOTAL	**$ 99,850.00**	**$ 14,000.00**	**$ 56,500.00**	**$ 55,000.00**	**$ 621,500.00**
	CONSTRUCTION ADMINISTRATION	$ 11,500.00	$ 20,000.00	$ 8,500.00		
	TEAM SUBTOTALS	**$ 111,350.00**	**$ 34,000.00**	**$ 65,000.00**	**$ 55,000.00**	
	CONSTRUCTION CONTINGENCY					$ 25,000.00
	GRAND TOTAL	**$ 911,850.00**				

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PROJECT STAFF

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ABOUT OUR PARTNERS

Our team is supplemented with expertise from trusted partners in their respective industries with whom WRT has strong working relationships.

Sierra Foothill Conservancy

Habitat Restoration + Engagement + Permitting

Sierra Foothill Conservancy (SFC) is a nonprofit land trust operating since 1996 to safeguard the environment across Mariposa, Madera, Merced, and Fresno Counties. As an accredited organization, SFC is focused on protecting open spaces, supporting a healthy local economy, and improving air and water quality through practical conservation strategies.

The Conservancy's expertise encompasses landowner negotiations, grant funding assistance, and community outreach, with an emphasis on educational initiatives in land stewardship. Through its actions, SFC aims to preserve the natural beauty and ecological integrity of the region for current and future enjoyment.

Provost & Pritchard

Civil/Structural Engineering + Permitting

Provost & Pritchard Consulting Group has been a hallmark of engineering excellence since its foundation 55 years ago in Fresno, California. Known for its detailed knowledge of local conditions and a strong rapport with city agencies, the firm excels in a range of services, from street and trail infrastructure projects to master planning and regulatory compliance. Their team's skills in feasibility studies, hydraulic modeling, land surveying, construction administration, and environmental compliance demonstrate a comprehensive approach to city and district engineering. By acting as an extended staff for several communities, Provost & Pritchard ensures that projects are delivered successfully and local water and sewer systems are supported effectively post-completion.

The firm's extensive service offerings encompass civil, structural, and environmental engineering, surveying, municipal infrastructure design, water treatment, and more. Their strategic planning for phased development and adeptness in site-specific challenges, such as grading and drainage, are complemented by their proficiency in right-of-way coordination and construction management. By addressing all aspects of a project from planning to execution, Provost & Pritchard provides integrated solutions that align with their clients' objectives and community needs.

ECORP

Permitting

ECORP Consulting, Inc., founded in 1987, specializes in environmental compliance for public and private landowners. The firm offers an array of services, from baseline environmental studies to environmental planning, permitting, and compliance reporting. ECORP's team is composed of a wide range of experts including biologists, wetland and restoration specialists, and analysts in water resources, air quality, noise, and more, equipped with the latest technologies like drones and GIS.

Known for technical proficiency and a comprehensive grasp of environmental regulations, ECORP has built robust relationships with federal and state agencies, mastering the intricacies of laws like the Clean Water Act, NEPA, and California's CEQA and CESA. Their expertise in navigating complex regulatory processes makes them a go-to consultant for ensuring environmental compliance in projects requiring meticulous oversight and sophisticated environmental understanding.

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TEAM ORGANIZATION

MARIPOSA COUNTY 18 50 HOME OF YOSEMITE

WRT

PRIME CONSULTANT

PROJECT MANAGER
Andrew Dawson
Senior Associate | Landscape Architect

PRINCIPAL-IN-CHARGE
John R. Gibbs
Principal | Landscape Architect + Urban Designer

KEY STAFF
Peter Trio
Associate | Landscape Architect

Keling Ni
Landscape Designer

Sierra Foothill Conservancy
Habitat Restoration + Engagement + Permitting

Bridget Fithian
Executive Director

Provost & Pritchard
Civil/Structural Engineering + Permitting

Michael Osborn
Principal Engineer

Bryan Bowers
Licensed Surveyor

ECORP
Permitting

Taraneh Emam
Project Manager/Senior Conservation Biologist

Peter Balfour
Vice President/Principal

Matt Trask
Senior Environmental Planner

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ANDREW DAWSON

WRT

PLA, ASLA, APA
SENIOR ASSOCIATE | LANDSCAPE ARCHITECT

PROJECT ROLE: PROJECT MANAGER

PROJECT EXPERIENCE

Project Award +

Mariposa Creek Parkway Master Plan + Implementation Projects +
Mariposa, CA

Mariposa County Integrated Housing and Mobility Study (IHMS)
Mariposa, CA

San Joaquin River Parkway
Access & Activation Plan
Fresno, CA

Tunitas Creek Beach Improvement
San Mateo County, CA

Guy Park Manor:
Environmental Education & Resiliency Park
Amsterdam, NY

Reimagine the Canals Competition
Mohawk Valley, NY

Groveland Park Amenities Study and Plan
Groveland, CA

Roanoke County Explore Park
Roanoke, VA

Dan River Mills Innovation Campus
Danville, VA

Wolf's Hollow County Park
West Chester, PA

Larimer/East Liberty Park
Pittsburgh, PA

FDR Park Master Plan +
Philadelphia, PA

Kemp Mill Urban Park
Wheaton, MD

Bothin Marsh Adaptation & Resiliency Project
Marin County, CA

Principal Financial Group
Campus Master Plan
Des Moines, IA

11th Street Bridge Park Competition
Washington, DC

Bucks County Community College
Campus Core
Newtown, PA

With a background in physical geography, Andy has an MCP and MLA from the University of Pennsylvania, and his work revolves around navigating the scale shifts between these complementary disciplines. From a field office in Denver, he works between both of WRT's offices, guiding strategic approaches to projects and teams across the country. Andy's practice interests span from urban to rural, coast to interior, always with an attention to local context and place. Current engagements center around balancing recreational access and resource protection in destination and gateway communities at the interface of infrastructure and wilderness. Andy has extensive experience working with Mariposa County on a wide range of initiatives, including the Mariposa Creek Parkway Master Plan— a vision and plan for a large and interconnected regional trail system that will boost economic development in Mariposa County—and the Mariposa County Integrated Housing and Mobility Study, which establishes and a vision to incentivize and support affordable housing and mobility options for all Mariposans.

EDUCATION

University of Pennsylvania, *Master of Landscape Architecture*

University of Pennsylvania, *Master of City Planning*

State University of New York (SUNY) Geneseo, *Bachelor of Arts, Geography*

AFFILIATIONS + AWARDS

American Society of Landscape Architects

American Association of Geographers

American Planning Association

Licensed Landscape Architect: PA

ENGAGEMENT

Guest Lecturer: UC San Diego, UC Davis, Cal Poly SLO

Instructor: PennDesign Department of City Planning

Visiting Critic: PennDesign, Penn State, Columbia GSAPP, Univ. of Utah

Contributing Author: *Fresh Water: Design Thinking for Inland Water Territories*

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JOHN R. GIBBS

WRT

ASLA, LEED AP
PRINCIPAL | LANDSCAPE ARCHITECT + URBAN DESIGNER

PROJECT ROLE: PRINCIPAL-IN-CHARGE

PROJECT EXPERIENCE

Project Award +

San Francisco Bay Trail Risk Assessment and Adaptation Prioritization Plan (RAAPP) +
San Francisco, CA

Bothin Marsh Adaptation & Resiliency Project
Marin County, CA

Cleveland Harbor Eastern Embayment Resilience Study (CHEERS)
Cleveland, OH

Bay Area Resiliency Hot Spots
San Francisco, CA

MTC Priority Conservation Areas Refresh
San Francisco, CA

Oakland Estuary Park
Oakland, CA

San Lorenzo Creekway & Foothill Trail Master Plan
Alameda County, CA

Mariposa Park @ UCSF Mission Bay
San Francisco, CA +

Benicia Parks & Recreation Master Plan
Benicia, CA

East Palo Alto Parks Master Plan
East Palo Alto, CA

Tunitas Creek Beach Improvements
San Mateo County, CA

Oakland Waterfront Trails
Oakland, CA

Our Parks, Our Future 2020-2030: Austin Parks Long-Range Plan +
Austin, TX

Glen Canyon Park Improvement Plan
San Francisco, CA +

Lake Merritt Park Master Plan & Implementation Projects +
Oakland, CA

Mariposa Creek Parkway Master Plan
Mariposa, CA +

Fresno Parks Master Plan
Fresno, CA

John shares WRT's deep commitment to environmentally rooted planning and design excellence. His work reflects his belief that open space infrastructure—whether at the scale of regional park systems, riverfronts, city parks, livable streets, or active plazas—is a crucial, integral part of creating quality urban environments. He is a practice leader in WRT's Parks & Open Space and Community Design practices, where he advances community and ecological resiliency in all WRT projects. Community engagement is fundamental to all facets of his work and his outreach skills are valued by clients who seek positive outcomes rooted in productive public dialogue. John has planned and designed a number of parks, including Santa Monica Beach and Palisades Park Improvements in Santa Monica; Eastshore State Park and Lake Merritt Park in Oakland; Balboa Park Rose Garden in San Diego; Glen Canyon Park, Mariposa and Mission Creek Parks in San Francisco; Nevin Park in Richmond; and the Mariposa Creek Parkway in the Sierra Foothills of California. John's Austin experience includes the award winning Our Parks Our Future: Long Range Plan for Parks.

EDUCATION

University of California, Berkeley, *Master of Landscape Architecture*
University of California, Davis, *Bachelor of Landscape Architecture*

AFFILIATIONS + AWARDS

CA Landscape Architect #4417

American Society of Landscape Architects (ASLA)

San Francisco Bay Trail Risk Assessment and Adaptation Prioritization Plan (RAAPP), Award of Excellence - Innovation in Green Community Planning, Northern California Section CA APA, 2022 // Merit Award - Planning, California Trails & Greenways Foundation, 2021

Our Parks, Our Future 2020-2030: Austin Parks Long-Range Plan, 2020

Glen Canyon Park Improvement Plan, Merit Award, ASLA Northern CA Chapter, 2019

Mariposa Creek Parkway Master Plan, California Trails & Greenways Foundation, 2020

Lake Merritt Park Master Plan, APA-CC, Great Places Award, 2019

Mariposa Park, ASLA-NCC Merit Award, 2018

ENGAGEMENT

City Parks Alliance Park Study Tour, Austin, TX (Nov 2020)
Greenbelt Alliance Board Member

Bringing Back Broadway - 2019 National APA Conference Tour

Resilient by Design, Research Advisor (2018)

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PETER TRIO

WRT

ASSOCIATE | LANDSCAPE ARCHITECT

PROJECT ROLE: LANDSCAPE ARCHITECT

PROJECT EXPERIENCE

Project Award +

Hesperian Boulevard Streetscape
Alameda County, CA

Paragon Point Open Space Improvements
Redwood City, CA

Blossom Hill VTA Station Mixed-Use TOD
San José, CA

Microsoft Silicon Valley Campus
Mountain View, CA

Lower Stilwell Neighborhood Plan
Marina, CA

Hercules Bayfront Development - Block N
Hercules, CA

St. Helena Architectural Feasibility Planning/Visioning
St. Helena, CA

Mission Bay Park P27
San Francisco, CA

Tracy Citywide Parks, Recreation and Trails Master Plan Update / Nature Park Study & Grant Application Support
Tracy, CA

Marin City Intergenerational Garden
Marin City, CA

Calwa Park Master Plan
Fresno, CA

CSU Fullerton Physical Master Plan
Fullerton, CA

Ashland Common
Alameda County, CA

Vista Grande Canal Project
Daly City, CA

Mateo Street Park Master Plan
Ashland, CA

Albany Bulb Art Installation
Albany, CA

Vista Grande Canal Project
Daly City, CA

Peter is a landscape designer with 8 years of experience. He is motivated by the process of evolution and refinement. As a designer, he appreciates the challenges of addressing the needs of a complex world during a turbulent time. Through this lens, he co-founded The Thirdscape Initiative which focused on the succession of our suburban retail landscapes, so they may evolve towards socially productive, ecologically resilient, and economically independent communities, and was a result of his 2017 Thesis at UC Berkeley. Peter brings the leadership, dedication, creativity and collaborative spirit carried through this initiative to all of his work. He has served as job captain, project manager, and designer on various projects throughout The Bay including several planning projects guided by community feedback and adhering to city plans. His responsibilities have involved detailing of complex and highly integrated landscapes with engineers, architects, and consultants; drafting design documents in conjunction with city planning departments; sketching, drafting, and conducting construction administration.

EDUCATION

University of California, Berkeley, *Master of Landscape Architecture*
University of Wisconsin, Milwaukee, *Bachelor of Architecture, Minor in Business, Certificate in Urban Planning*

AFFILIATIONS + AWARDS

Geraldine Knight Scott Fellowship Germany & France, 2017
International Workshop, Portoviejo, Ecuador, 2017
Green Infrastructure Awards (Various), St. Louis - New Orleans - Milwaukee, 2014-2015
Leenhouts Memorial Scholar, Milwaukee, 2012
AIA Wisconsin Architecture Foundation Scholar - 2013

ENGAGEMENT

UC Berkeley, LA 202 Graduate Design Studio Teaching Assistant, Spring 2017
SF LGBT Center, Volunteer Referral Specialist for LGBT refugees, 2018-2019

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KELING **NI**

LANDSCAPE DESIGNER

PROJECT ROLE: LANDSCAPE DESIGNER

PROJECT EXPERIENCE

Project Award +

Mariposa Creek Parkway Master Plan
Implementation Projects +
Mariposa, CA

Mountain View Parks Master Plan
Mountain View, CA

Lawrence Berkeley National Laboratory
Campus Master Plan
Berkeley, CA

Shanghai Xuhui Waterfront Parcel Project
Landscape Design
Shanghai, China

Beijing Deloitte University Campus Landscape Design
Beijing, China

Beijing Jinzhan Characteristic Features and Public Space - international Cooperation Zone (Proposals)
Beijing, China

Beijing Xingfa Cement Plot Renovation Project
Landscape Design
Beijing, China

Hongkong Land Beijing Lize Mix-use Project
Landscape Design (Proposals)
Beijing, China

**projects in italics completed prior to Keling joining WRT*

Keling Ni is a landscape designer at WRT with a dedicated focus on creating compelling design narratives from conceptualization to implementation. With a passion for the life cycle of landscape design—from concept to detailed material selection and implementation—Keling is particularly interested in campus and urban park design projects that positively impact communities. Inspired by the transformation of spaces, she brings valuable experience from her work on significant projects in China like the Shanghai Xuhui Waterfront, Beijing Deloitte University Campus, and several urban renovation proposals. Presently, Keling is contributing to several implementation projects related to WRT's Mariposa Creek Parkway Master Plan, the Mountain View Parks Master Plan, and the Lawrence Berkeley National Laboratory (LBNL) Campus Master Plan. Her expertise is underpinned by a robust technical skill set, including proficiency in a full suite of modern landscape design softwares, and supported by her academic background with a Master of Landscape Architecture from the University of Pennsylvania and a Bachelor of Engineering in Architecture from Shanghai University. Keling's work reflects her deep commitment to creating designs that weave historical context with modern functionality, creating enriching environments for present and future generations.

EDUCATION

University of Pennsylvania, *Master of Landscape Architecture*
Shanghai University, Architecture, *Bachelor of Engineering*

TECHNICAL SKILLS

Rhino, Lumion, Photoshop, Illustrator, InDesign, Lightroom, AutoCAD, ArcGIS, Google Earth Pro, Physical Modeling

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Bridget Fithian

Executive Director

Bridget Fithian was born and raised in Mariposa where she developed her love of open spaces. Bridget has worked in land conservation at Sierra Foothill Conservancy since 2009 and in 2015 was selected as SFC's Executive Director. Since taking over as Executive Director, Fithian has doubled the operating budget of Sierra Foothill Conservancy and expanded land acquisition and engagement programming. She oversees over 50,000 acres of conserved lands specializing in creative solutions to achieve conservation goals and working landscape conservation.

Working with seemingly divergent communities from environmentalists to multi-generational cattle ranchers, to public utility districts, Bridget has helped conserve more than 30,000 acres in the central Sierra. Recent projects have established and expanded Mariposa's first publicly accessible preserve- adjacent to local schools and protecting the town's water resource, creating the largest private nature preserve in the Sierra Foothills, connecting 27,000 acres of conserved lands in the San Joaquin River Corridor, and participating in the first Sierra Meadow restoration GHG & carbon sequestration cohort.

Bridget serves as a board member for the California Council of Land Trusts, as Board President of the Sierra Cascade Land Trust Council where she founded and chairs the Policy Committee and serves as a liaison to Sacramento on Sierra Nevada issues. She is honored to be a member of the Land Trust Alliance Leadership & Excellence Program.

Bridget is a graduate of UC Santa Cruz. She lives in Mariposa with her husband and two daughters and enjoys a life filled with family and beautiful open spaces.

SIERRA·FOOTHILL
· CONSERVANCY ·

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Michael Osborn, PE, LEED-AP

Principal Engineer



Experience

- ✓ Total Years of Experience: 23
- ✓ Years with Provost & Pritchard: 10

Education

- ✓ B.S. Civil Engineering, California Polytechnic State University, San Luis Obispo
- ✓ Caltrans Local Assistance Resident Engineer (RE) Academy, 2012

Registration/Certifications

- ✓ Civil Engineer, California #66022
- ✓ LEED-AP, 2009

Affiliations

- ✓ Leadership Santa Barbara County, Board of Directors
- ✓ Leadership Fresno, Class 31
- ✓ American Society of Civil Engineers (ASCE)

Areas of Expertise

- ✓ Site Grading Design
- ✓ ADA Site Accessibility Design & Assessment
- ✓ Asphalt Pavement Design, Assessment & Management
- ✓ Stormwater Quality & Quantity Management
- ✓ Hydrologic & Hydraulic Design of Storm Drainage and Sanitary Sewer Gravity Flow Systems and Basic Pressure Water Systems
- ✓ Street Design
- ✓ Lot Layout & Subdivision Design
- ✓ Institutional & Commercial Design

Professional Summary

Michael Osborn is a principal engineer at Provost & Pritchard. With over 20 years of engineering experience, Mr. Osborn has been involved in a variety of public works, residential and commercial development, and educational facility projects. His areas of expertise include site grading design, Americans with Disabilities Act (ADA) site accessibility design and assessment, stormwater management, storm drainage, sanitary sewer systems design, street design, and site development.

Relevant Experience

- **City Engineer, City of Mendota, California**
- **On-Call City Engineering Services, City of Dinuba, California, Project Manager**
- **Grading and Drainage Plan Check Services, City of Santa Clara, California, Plan Check Engineer**
- **Street Reconstruction of Various Streets, Mendota, California, Project Engineer and Construction Manager**
- **Mariposa Creek Phase III Implementation, County of Mariposa, California, Project Manager**
- **Mariposa Creek Phase IV Special Plan, County of Mariposa, California, Project Engineer**
- **Mariposa Gateways Enhancements, County of Mariposa, California, Project Engineer**
- **Packwood Creek Trail, City of Visalia, California, Project Manager**
- **Courthouse Park Transit Center Improvements Project, City of Fresno, California, Project Manager**
- **Mendota Elementary Pedestrian Improvement Project, Mendota, California, Project Engineer and Construction Manager**
- **Fulton Mall Reconstruction Project, City of Fresno, California, Project Engineer**
- **Tracts 5531 & 6124 - Centex Homes (now Pulte Group), Fresno, California, Project Manager**
- **Pervious Pavement Project Downtown Visalia Parking, Prop. 84, Visalia, California Project Manager**
- **Cultural Arts District Park, City of Fresno, California, Project Engineer**
- **ADA Assessment and Barrier Transition Plan, Community Regional Medical Center, Fresno, California, Project Engineer**

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Bryan Bowers, PLS

Licensed Surveyor



Education

- ✓ B.S. Geomatics Engineering, California State University, Fresno

Registration/Certifications

- ✓ Professional Land Surveyor, California #8469

Areas of Expertise

- ✓ Topographic Surveys
- ✓ ALTA Surveys
- ✓ Boundary Surveys
- ✓ Geodetic & Conventional Control Surveys
- ✓ Construction Staking

Professional Summary

Bryan Bowers is a land surveyor at Provost & Pritchard with over 20 years of experience in the surveying field. He has been involved with the supervision, planning, and execution of geodetic and conventional control surveys, topographic surveys, subdivision mapping, boundary surveys, subsidence monitoring, UAV observation surveys, ALTA surveys, boundary analysis/legal descriptions and construction staking.

Relevant Experience

- **Rehabilitate Wawona Wastewater Treatment Facility, Yosemite National Park, California, Project Surveyor**
- **China Beach & Rodeo Beach Waste Water Rehabilitation Project, Golden Gate National Recreation Area, California, Survey Project Manager**
- **Water and Wastewater System Rehabilitation Project, Muir Woods National Monument, California, Project Surveyor**
- **Surveying Services for Awhahnee Hotel Component C Improvements, Yosemite National Park, California, Survey Project Manager**
- **Yosemite Institute Education Campus, Siegel & Strain Architects, Yosemite National Park, California, Project Surveyor**
- **El Portal Sanitary Sewer Rehabilitation Project, Holladay Engineering, El Portal, California, Survey Project Manager**
- **Environmental Services for the Greenleaf Orchards Ltd. Turnout and Pipeline, Madera County, California, Senior Environmental Planner**
- **Los Banos Creek Regulation and Storage Project and Proof of Concept Project, San Luis Water District, Merced County, California, Project Surveyor**
- **Melody Park Splash Park, City of Fresno, California, Survey Project Manager**
- **Rojas Pierce Park Expansion Project, City of Mendota, California, Project Surveyor**
- **Restore Visitor the Historic Point Reyes Lighthouse, Point Reyes National Seashore, California, Project Surveyor**
- **Gary R. Serrato Intertie Facility, Fresno Irrigation District, Fresno County, California, Project Surveyor**
- **South and Highland Basin, Consolidated Irrigation District, Fowler, California, Project Surveyor**
- **Raw Water Pipeline, City of Fresno, California, Project Surveyor**
- **Pipeline Replacement Project, Tranquillity Irrigation District, County of Fresno, California, Survey Project Manager**

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ECORP Consulting, Inc.
ENVIRONMENTAL CONSULTANTS

Taraneh Emam, Ph.D.

Project Manager/Senior Conservation Biologist

Dr. Emam received her doctorate in Restoration Ecology from University of California, Davis, and has more than 12 years of experience working as an ecologists in California ecosystems, including eight years of experience as a consultant with ECORP. She leads the Rocklin Office's Conservation and Restoration Services, as well as an internal ECORP team that reviews and analyzes new regulations.

Education

Ph.D., Ecology (Restoration Emphasis), University of California, Davis, CA

B.A., Environmental Science, Mills College, Oakland, CA

Professional Experience

Replacement of Existing Ukiah California Conservation Corps Facility – California Real Estate Services Division (2020-Ongoing). Project Manager for a new CCC residential facility in Willits, California. Managed regulatory permitting, agency communication, and preparation of the onsite permittee-responsible mitigation proposal which includes wetland creation, riparian plantings, and preservation of North Coast semaphore grass populations (a state listed species). Coordinates permit compliance during construction, and mitigation related tasks.

North Vineyard Station Drainage Master Plan, Sacramento County – Sacramento County Department of Water Resources (2019-Ongoing). Senior Conservation Biologist providing technical services related to restoration of two re-aligned creeks within the North Vineyard Station Specific Plan Area. Worked with the County and County's engineers to revise the Project's Mitigation and Monitoring Plan, including selection of riparian, wetland, and upland planting palettes, monitoring methods and success criteria. Providing ongoing technical assistance.

On-Call Biological, Cultural, and Regulatory Tasks – County of Lassen (2018-Ongoing). Project Manager for multiple projects throughout Lassen County projects including public works infrastructure projects and remediation of the Robinson Canyon Wetland Mitigation Site. In addition to obtaining all permits (from USACE, RWQCB, and CDFW), Dr. Emam prepared riparian restoration plans for temporary impacts and manages the annual monitoring and reporting of restoration.

Yreka Creek Flood Hazard Reduction Project, Siskiyou County – City of Yreka (2017-Ongoing). The Yreka Creek Flood Hazard Reduction Project will improve flood control, enhance riparian habitat, and support salmonid habitat by widening the Yreka Creek channel, excavating adjacent floodplain areas, creating a braided channel system, and expanding the riparian corridor as well as creating a public greenway system. Dr. Emam acts as Project Manager leading preparation of regulatory permit applications and Mitigation Plans for two project phases, including use of streamlined permitting pathways under the state "Cutting the Green Tape" program, and coordination with USACE, NMFS, RWQCB, and CDFW.

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ECORP Consulting, Inc.
ENVIRONMENTAL CONSULTANTS

Peter Balfour

Vice President/Principal Biologist

Mr. Balfour has more than 33 years of professional experience working with fauna and flora of various ecosystems throughout California. As Vice President and Principal Biologist for ECORP Consulting, Inc., his responsibilities include project management, technical interface with biological staff biological resource assessments, special-status species surveys, wetland delineations, impact assessments, mitigation habitat design, invertebrate and floristic identification, state and federal regulatory compliance, educational seminars, and agency liaison. He has conducted and participated in numerous biological resource investigations, peer reviews, jurisdictional wetland delineations and Sections 7 and 10 consultations for public and private sector clients throughout much of California. He regularly conducts assessments of project requirements pertaining to Federal Endangered Species Act and California Endangered Species Act and consults with both state and federal agencies (e.g., California Department of Fish and Wildlife [CDFW], U.S. Army Corps of Engineers [USACE] and the U.S. Fish and Wildlife Service [USFWS]) on threatened and endangered species issues.

He has extensive experience working with a variety of aquatic species. He has worked closely with various resource agencies over the years and served on species recovery teams led by the USFWS. He has also assisted the U.S. Environmental Protection Agency (USEPA)and other members of multi-agency steering committee during the early development of the California Rapid Assessment Method (CRAM). He also has served as a technical advisor to USACE related to delineations of irrigated lands and associated drainages. Over his career, he has developed excellent long-standing working relationships with federal, state, and local resource agencies.

Education

M.S., Biology; California State University, Sacramento

B.S., Zoology; University of California, Davis

Registrations, Certifications, Permits and Affiliations

- U.S. Fish and Wildlife Service, Identification/Collection of California Anostraca, Notostraca (wet season and dry season), California tiger salamander, California red-legged frog, and Giant garter snake: Permit No. 012973-13
- Scientific Collector's Permit (SCI-000108)
- Professional Wetland Scientist (Certificate No.426)- Society of Wetland Scientists

Professional Experience

California State Parks Resource Specialists Professional Services for Projects within California State Parks, Northern Service Center – California Department of Parks and Recreation (DPR)

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ECORP Consulting, Inc.
ENVIRONMENTAL CONSULTANTS

Matt Trask

Senior Environmental Planner

Matt Trask has more than 35 years of wide-ranging experience as an analyst, researcher and project manager in the environmental field. He has managed and authored dozens of Environmental Impact Reports (EIRs) and Environmental Impact Statements (EISs) and other compliance documents under NEPA and CEQA, and permit applications under the Federal Clean Water Act. He is also experienced in managing large restoration projects for wetlands and terrestrial sites disturbed by project construction and/or operations, and for restoration projects conducted as compensatory mitigation of plant operations. Restoration projects include creek, river, bay, lagoon and other wetland sites, and prairie and desert sites.

Professional Experience

Scour Hole Environmental Studies, San Joaquin County – cbec Ecoengineering (2022). Mr. Trask is the Environmental Project Manager on a multi-faceted technical team tasked by the U.S. Bureau of Reclamation to reduce salmonid predation at a specific location (the "Scour Hole") on the lower San Joaquin River. ECORP is leading biological and cultural site investigations to characterize sensitive Action Area resources. ECORP is preparing an EIS to evaluate three action alternatives and the No Action alternative in compliance with NEPA. ECORP will assist Reclamation in permitting the Preferred Alternative, when identified.

Upper Truckee River Restoration Project, El Dorado County – California Department of Parks and Recreation and Tahoe Regional Planning Agency (TRPA) (2022 to present). Mr. Trask is managing the preparation of an EIR under CEQA and an EIS under TRPA's Compact and Code of Ordinances for this Project, which involves restoring a segment of the Upper Truckee River within the Lake Valley State Recreation Area (LVSRA) that was identified as the primary contributor to the reduction of clarity in Lake Tahoe. Work would include use of heavy equipment to move portions of a golf course within the LVSRA away from the river to allow restoration of historic meanders, with the goal of reducing flow velocity in the river and expanding its floodplain in order to reduce the flow of sediment into the river. The Project is high profile, especially with local residents concerned that the Project will result in increased traffic through local neighborhoods during and after construction. Mr. Trask also wrote the water quality/hydrology and geomorphology sections of the yet to be released EIR/EIS.

Comprehensive Management Plan and EIS for the Merced River as a Wild and Scenic River, Yosemite National Park – National Park Service (2000). Conducted visual resources, land use, and public services (Park Operations) analyses to determine the potential impacts in those areas resulting from implementing any of five alternatives for the Management Plan, as required by the Wild and Scenic Rivers Act and the National Park Organic Act. The work resulted in selection of the plan alternative that included removal of a dam within the Park, which required extensive restoration of the riverbanks and riverbed. Issues included balancing the preservation of traditional viewing places along the river of the granite features along the walls of the Yosemite Valley with the need to restore and preserve the wild state of the river and its banks.

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Exibit B. Budget

Pre-Construction // Non-Construction	Urban Greening Grant as executed	Urban Greening Grant as proposed	SFC	WRT	Construction
Grant Administration					
Project Management	$20,000	$20,000	$10,000	$10,000	
Preliminary CEQA / Permitting					
CEQA / Permitting	$55,000	$55,000		$55,000	
Preliminary Engagement					
Engagement	$12,000	$8,000	$4,000	$4,000	
Preliminary Design (PS&E)					
Design (PS&E)	$40,000	$142,350		$142,350	
Task Subtotal	**$127,000**	**$225,350**	**$14,000**	**$211,350**	**$0**
Site Work					
Preliminary Invasive species removal					
Invasive species removal	$82,500	$82,500	$82,500		
Site Grading	$25,000	$25,000			$25,000
Decomposed Granite Soft Trails	$16,000	$25,000			$25,000
Steel Edging	$32,000	$10,000			$10,000
Misc Materials (Gravel, Woodchips)	$2,500	$2,500			$2,500
Stepstone creek crossing	$25,000	$15,000			$15,000
Electrical & Lighting	$20,000	$20,000			$20,000
Preliminary Interpretive / Educational Exhibits & Signage					
Interpretive / Educational Exhibits & Signage	$8,000	$8,000	$3,000	$3,000	$2,000
Funding Acknowledgement Sign	$2,000	$2,000			$2,000
Task Subtotal	**$213,000**	**$190,000**	**$85,500**	**$3,000**	**$101,500**
Access Enhancements					
Benches	$9,000	$9,000			$9,000
Creek access point and seating area	$40,000	$28,000			$28,000
Trail kiosk	$5,000	$5,000			$5,000
Picnic Platforms / Tables	$13,500	$13,500			$13,500
Task Subtotal	**$67,500**	**$55,500**	**$0**	**$0**	**$55,500**
Planting					
Canopy Tree	$60,000	$60,000	$60,000		
Ornamental / Understory Tree	$40,000	$40,000	$40,000		
Groundcover, grasses, perennials & riparian planting	$160,000	$160,000	$160,000		
Hydroseed / Seed Mix	$40,000	$40,000	$40,000		
Water Saving Irrigation Controls	$10,000	$10,000	$10,000		
Parking Lot Enhancements (not including trees)	$16,000	$16,000			$16,000
Preliminary planting implementation labor					
Planting implementation labor	$ 20,000.00	$20,000	$20,000		
preliminary success criteria & planting survivorship monitoring					
success criteria & planting survivorship monitoring	$ 30,000.00	$30,000	$30,000		
Task Subtotal	**$376,000**	**$376,000**	**$360,000**	**$0**	**$16,000**
Overall Subtotal	**$783,500**	**$846,850**	**$459,500**	**$214,350**	**$173,000**
10% Design/Construction Contingency:	$78,350	$25,000			$25,000
Construction Management & Administration:	$50,000	$40,000	$20,000	$20,000	$0
Total	**$911,850**	**$911,850**	**$479,500**	**$234,350**	**$198,000**

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WALLROB-01 RJONES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/29/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	PHONE (A/C, No, Ext): (703) 827-2277	FAX (A/C, No): (703) 827-2279
	E-MAIL ADDRESS: admin@amesgough.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Wallace Roberts & Todd, Inc. 478 Tehama Street Suite 2B San Francisco, CA 94103	INSURER A : Hartford Fire Insurance Company A+ (XV)	19682
	INSURER B : Hartford Casualty Insurance Company A+ (XV)	29424
	INSURER C : Beazley Insurance Company, Inc. A (XIII)	37540
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			42UUNOL5032	7/18/2022	7/18/2023	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			42UENOL5648	7/18/2022	7/18/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED X RETENTION $ 10,000			42XHUOL5816	7/18/2022	7/18/2023	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		42WEOL6H0W	7/18/2022	7/18/2023	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liab.			C15WA9221401	10/1/2022	10/1/2023	Per Claim/Aggregate	1,000,000
C	Deductible			C15WA9221401	10/1/2022	10/1/2023	Limit	125,000

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

re: Phase III Parkway Hillside Trails

Mariposa County Planning Department is included as additional insured with respect to General Liability, Automobile Liability, and Umbrella Liability when required by written contract. General Liability includes Additional Insured coverage for On-Going & Completed Operations as required by written contract. General Liability and Automobile Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability, Workers Compensation, and Umbrella Liability policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. Umbrella Liability SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

Mariposa County Planning Department
5100 Bullion Street
Mariposa, CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lawrence J Bailey

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AGENCY CUSTOMER ID: WALLROB-01 RJONES

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY Ames & Gough	NAMED INSURED Wallace Roberts & Todd, Inc. 478 Tehama Street Suite 2B San Francisco, CA 94103
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 — NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
coverage sits excess over General Liability, Automobile Liability, and Employers Liability coverage. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Workers Compensation, Umbrella Liability, and Professional Liability policies in accordance with policy terms and conditions.

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DocuSign

Certificate Of Completion

Envelope Id: 2A06E26DEE4649BCB93222ED0048F6E4
Status: Completed
Subject: Complete with DocuSign: 24-139 - WRT UG Routing Sheet Amendment.pdf
Source Envelope:
Document Pages: 60
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
COBagreements@mariposacounty.org
IP Address: 64.118.100.36

Record Tracking

Status: Original
4/10/2024 7:52:52 AM
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Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: County of Mariposa
Location: DocuSign

Signer Events	Signature	Timestamp
Steven W Dahlem sdahlem@mariposacounty.org County Counsel Security Level: Email, Account Authentication (None)	DocuSigned by: Steven W Dahlem F6A416F06B394BF... Signature Adoption: Pre-selected Style Using IP Address: 50.233.7.26	Sent: 4/10/2024 7:55:32 AM Viewed: 4/11/2024 10:46:59 AM Signed: 4/11/2024 10:47:12 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 County of Mariposa 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: 4/11/2024 10:47:16 AM Viewed: 4/11/2024 11:16:50 AM Signed: 4/11/2024 11:17:22 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: 4/11/2024 11:17:26 AM Viewed: 4/18/2024 12:15:38 PM Signed: 4/18/2024 12:15:45 PM
Electronic Record and Signature Disclosure: Accepted: 1/4/2023 2:37:06 PM ID: 5252ab10-8bee-4985-bdc8-3daabc1d1971		
John Gibbs JGibbs@wrtdesign.com WRT Principal Security Level: Email, Account Authentication (None)	DocuSigned by: 28C80F476AA643E... Signature Adoption: Drawn on Device Using IP Address: 38.32.46.42	Sent: 4/18/2024 12:15:49 PM Viewed: 4/18/2024 1:13:25 PM Signed: 4/18/2024 1:14:22 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 4/18/2024 1:13:25 PM ID: 7816eedf-3671-4db4-aeb0-2d5b334fac11		
Hannah Harrison hharrison@mariposacounty.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 4/18/2024 1:14:25 PM Viewed: 4/18/2024 2:10:33 PM Signed: 4/18/2024 2:10:40 PM
Electronic Record and Signature Disclosure: Accepted: 2/21/2023 9:05:35 AM ID: eb6ecd2d-3409-4527-a0e1-0bd038cab708		

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	4/10/2024 7:55:32 AM
Certified Delivered	Security Checked	4/18/2024 2:10:33 PM
Signing Complete	Security Checked	4/18/2024 2:10:40 PM
Completed	Security Checked	4/18/2024 2:10:40 PM

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.

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-83

MEETING: March 5, 2024

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Adopt a Formal Resolution Approving an Agreement with Wallace, Roberts, and Todd, LLC in the Amount of $234,350 for the Design of the Public Access Enhancements for the Mariposa Creek Parkway Phases I and II; and Authorize the Board of Supervisors Chair to Sign the Agreement and All Future Documents Related to this Grant Project (Subject to Approval as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Adopt a Formal Resolution Approving an Agreement with Wallace, Roberts, and Todd, LLC in the Amount of $234,350 for the Design of the Public Access Enhancements for the Mariposa Creek Parkway Phases I and II; and Authorize the Board of Supervisors Chair to Sign the Agreement and All Future Documents Related to this Grant Project (Subject to Approval as to Legal Form by County Counsel)

In March 2021, the Board approved the application to the California Natural Resources Agency (CNRA) Urban Greening grant program to design and engineer public access enhancements along the Mariposa Creek Parkway. The final design will include additional trails, a picnic area, and creek access points on the east side of the creek in Phase 2. The design will be sensitive to the ecological constraints and flooding potential of the area. WRT was hired through a competitive bidding process to oversee the permitting process for the public access enhancements in addition to design and engineering. The construction of this project will go out to bid once the design is complete.

This grant is also funding riparian restoration activities in Phases 1 and 2 of the Mariposa Creek Parkway.

BACKGROUND AND HISTORY OF BOARD ACTIONS

RES-2022-192 Adopted a Resolution Authorizing the Submittal of an Application to the California Natural Resources Agency Riparian Restoration Grant Program to Support Landscape Restoration and Public Access Enhancements in the Phase III Segment of the Mariposa Creek Parkway

RES 2023-289 Adopted a Resolution Accepting the Urban Greening Grant Funds; and Approve Budget Action Increasing Revenue and Appropriations in the Planning Department Budget to Recognize the Grant Funding ($911,850)

Additionally, the Board and Local Transportation Commission (LTC) have taken a number of actions related to establishing the Mariposa Creek Parkway and restoring environmental conditions and public access within the project alignment, including:

DS
HH

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SFC Restoration Contract Award: RES No. 2021-17
WCB Riparian Restoration Grant Application: RES No. 2020-600
Pollinator Habitat Enhancement: RES No. 2020-18
Mariposa Creek Parkway Master Plan Adoption: LTC No. 2020-3
Mariposa Creek Parkway/Statewide Parks Program: LTC No. 2019-13
Noxious Weed Grant Program: RES No. 2019-20
Mariposa Creek Parkway Phase III Concept Plan Adoption: LTC No. 2017-14

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Negative action would affect our ability to complete the grant project in the proposed timeline.

FINANCIAL IMPACT

This contract is being paid in full by the Urban Greening Grant from the California Natural Resources Agency so there is no impact on the General Fund.

ATTACHMENTS

1. **Resolution**
2. **Agreement**

VOTE RESULT

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

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STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

Resolution No. 23-83

APPROVE AN AGREEMENT WITH WALLACE, ROBERTS, AND TODD, LLC IN THE AMOUNT OF $234,350 FOR DESIGN OF PUBLIC ACCESS ENHANCEMENTS ALONG THE MARIPOSA CREEK PARKWAY; AND AUTHORIZE THE BOARD OF SUPERVISORS CHAIR TO SIGN THE AGREEMENT AND ALL FUTURE DOCUMENTS RELATED TO THIS GRANT PROJECT

WHEREAS, on January 28, 2020 the Local Transportation Commission adopted Resolution 2020-3 to approve the Mariposa Creek Parkway Master Plan; and

WHEREAS, on March 22, 2022, the Board of Supervisors adopted Resolution 2022-192 to authorize the submittal of an application to the California Natural Resources Agency Riparian Restoration Grant Program (Urban Greening) to Support Landscape Restoration and Public Access Enhancements in the Phase III Segment of the Mariposa Creek Parkway;

WHEREAS, on September 12, 2023, the Board of Supervisors adopted Resolution 2023-489 accepting the Californian Natural Resource Agency's Urban Greening Grant funds;

WHEREAS, the grant funds will be used to design minor public access enhancements in the Phase II segment, including interpretive signage and other elements and supporting implementation of the Mariposa Creek Parkway Master Plan;

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors does hereby approve the agreement with Wallace, Roberts, and Todd, LLC in the amount of $234,350 for design of public access enhancements along the Mariposa Creek Parkway; and authorizes the Board of Supervisors Chair to sign the agreement and all future documents related to this grant project.

ON MOTION BY Supervisor Wayne Forsythe, seconded by Supervisor Danette Toso, this resolution is duly passed and adopted this 5th day of March 2024 by the following vote:

AYES: Menetrey, Smallcombe, Toso, Forsythe, Poe
NOES: None
EXCUSED: None
ABSTAIN: None

ATTEST:

Danielle Bondshu
Clerk of the Board

Miles Menetrey, Chairman
Board of Supervisors

Approved as to Form:

Steven W. Dahlem
County Counsel

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AGREEMENT FOR LANDSCAPE DESIGN AND ENGINEERING

THIS AGREEMENT ("Agreement") is made and entered into this 5th day of March 2024, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and WRT, LLC ("Contractor"), pursuant to the following terms and conditions. The County and Contractor are collectively referred to as Parties and individually referred to as Party.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on the date first hereinabove written, and shall continue until all authorized work is approved by the County or January 1, 2026, whichever is earlier.

2. SERVICES

Contractor shall design public access enhancements as described in Exhibit A, "Proposal for Mariposa Creek Parkway Phase I and II Restoration and Public Access Enhancements," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the work described in the Scope of Work, including through subcontractors or agents, and shall be solely responsible for determining how to deliver designs for public access enhancements within the project budget provided in Exhibit A. The Parties acknowledge that the Scope of Work is intended to fulfill the Grant Agreement Number UG221-0 between the County and the California Natural Resources Agency.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $234,350, as described in Exhibit B, "Budget." Contractor shall submit invoices for services performed on a monthly or quarterly basis, though invoices may include services performed in preceding months. The County shall review and approve such invoices within 15 calendar days. If the County disputes an invoice, it shall inform Contractor of the nature of the dispute within the 15 days; the Parties shall then work in good faith to resolve the dispute. If the dispute cannot be resolved, Section 18 shall apply. The County shall pay Contractor within 30 calendar days of receipt of an approved invoice. In the event payments equal the "not to exceed" amount, Contractor shall complete all services required under this Agreement without further compensation or cost reimbursement.

4. PERMITTING, ENVIRONMENTAL REVIEW, AND COMMUNITY ENGAGEMENT

County shall be lead agency on all necessary permits for the Scope of Work, including any Lake and Streambed Alteration Agreement. County shall be lead agency on all environmental review associated with the Scope of Work, including compliance with the California Environmental Quality Act. Contractor will assist in preparing materials for such permitting and environmental review and facilitate submittal of permitting and environmental review applications. County will

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be listed as applicant or permittee. County shall be responsible for all community engagement required to implement the Scope of Work, including for any prescribed burn activities.

5. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

(1) Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of performance of the work hereunder by the Contractor, its agents, representatives, or employees (including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the

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Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

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

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

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

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

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

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

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

6. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County and its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of Contractor or its officers, agents, or employees in rendering services

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under this Agreement; excluding, however, such liability, claims, losses, damages, or expenses arising from sole negligence or willful acts of the County and its officers, employees, agents and volunteers.

To the fullest extent permitted by law, County shall hold harmless, defend at its own expense, and indemnify Contractor and its officers, employees, agents, subcontractors, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from (a) the sole negligence or willful acts of the County and its officers, employees, agents and volunteers related to this Agreement or (b) permitting, environmental review, and community engagement undertaken by the County pursuant to Section 4.

7. 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.

8. 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.

9. 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.

10. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or

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obligations of the Contractor under this Agreement will be permitted only with the express written consent of the County.

11. NOTICE

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

CONTRACTOR:
John Gibbs
WRT, LLC
478 Tehama St, Suite 2B
San Francisco, CA 94103
(303) 529-5820

COUNTY:
Hannah Harrison
County of Mariposa
5100 Bullion Street
Mariposa, CA 95338
(209) 742-1343

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

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; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the Planning Director. 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.

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15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

B. Either party may terminate this Agreement for convenience upon 60 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed pursuant to the Scope of Work up to the effective date of termination, including planning, monitoring, and project coordination work that has not yet resulted in project deliverables.

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

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

17. NO WAIVER

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

18. DISPUTES

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

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

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19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS

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

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 the agreement shall comply with all requirements of law, including capacity and authority to amend or modify the Agreement.

27. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code

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section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

The County has secured funds for the Scope of Work from the California Natural Resources Agency, pursuant to Grant Agreement UG221-0 for this effort.

Nevertheless, the Parties understand that if funding becomes unavailable pursuant to Grant Agreement UG221-0 the County would be required to rely on other appropriations. It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services performed pursuant to the Scope of Work up to the effective date of termination, including planning, monitoring, and project coordination work that has not yet resulted in project deliverables. Upon termination of this Agreement, 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 from 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 performed pursuant to the Scope of Work prior to such reduction or modification of the County budget, including planning, monitoring, and project coordination work subcontractor that has not yet resulted in project deliverables, or offer an Agreement amendment to Contractor to reflect the reduced amount. Contractor is not obligated to accept the proposed Agreement amendment.

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

COUNTY OF MARIPOSA

DocuSigned by:
Miles Menetrey
B43EC70C19BE446...

Miles Menetrey, Chair
Board of Supervisors

Countersign:

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...

Danielle Bondshu
Clerk of the Board

CONTRACTOR

DocuSigned by:
JOHN GIBBS
28C80F476AA643E...

John Gibbs, Senior Associate
WRT, LLC

APPROVED AS TO FORM:

DocuSigned by:
Steven W Dahlem
F6A416E06B394BF...

Steven W. Dahlem
County Counsel

478 Tehama Street, Suite 2B
San Francisco, CA 94103
adawson@wrtdesign.com
303.529.5820

11.08.2023



PROPOSAL FOR

MARIPOSA CREEK PARKWAY PHASE I AND II RESTORATION AND PUBLIC ACCESS ENHANCEMENTS

WRT

SUBMITTED TO: **Mariposa County Planning Department**
SUBMITTED BY: **WRT** with the Sierra Foothill Conservancy (SFC), Provost & Pritchard, and ECORP

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TRANSMITTAL LETTER

November 8, 2023

Hannah Harrison
Community Design and Development Planner
Mariposa County Planning Department
5100 Bullion Street
Mariposa, CA 95338
209-966-5151

Re: Mariposa Creek Parkway Phase I and II Restoration and Public Access Enhancements

Dear Hannah,

Thank you for the opportunity to submit a proposal for the Phase I and II Riparian Restoration + Public Access Enhancements project. We are eager for the opportunity to be part of this exciting project and build on our previous collaborations and understanding of Mariposa and its issues and aspirations.

This next project presents a fresh set of intriguing design opportunities. With a focus on aspects like the creek crossing, native plant revegetation, and enhancing public spaces such as seating areas and kiosks, we see a clear alignment with WRT's strengths and expertise. These elements represent a harmonious blend of functionality and aesthetics, a balance we continually strive to achieve in our designs. Each of these elements represents another step towards creating a more vibrant and ecologically (and economically) resilient Mariposa.

Our past collaboration with the Sierra Foothill Conservancy on the Mariposa Creek Parkway Master Plan and subsequent trail implementation projects has been both fulfilling and impactful, and we are certain that this project will bring even more benefits to the community and visitors alike. We look forward to the possibility of continuing our work together and collectively contributing to Mariposa's bright future.

Sincerely,

Andrew Dawson, ASLA
Senior Associate | Landscape Architect
Project Manager
(E) adawson@wrtdesign.com
(T) 303.529.5820

John R. Gibbs, ASLA, LEED AP
Principal | Landscape Architect + Urban Designer
Principal-In-Charge
(E) jgibbs@wrtdesign.com
(T) 415.229.2806

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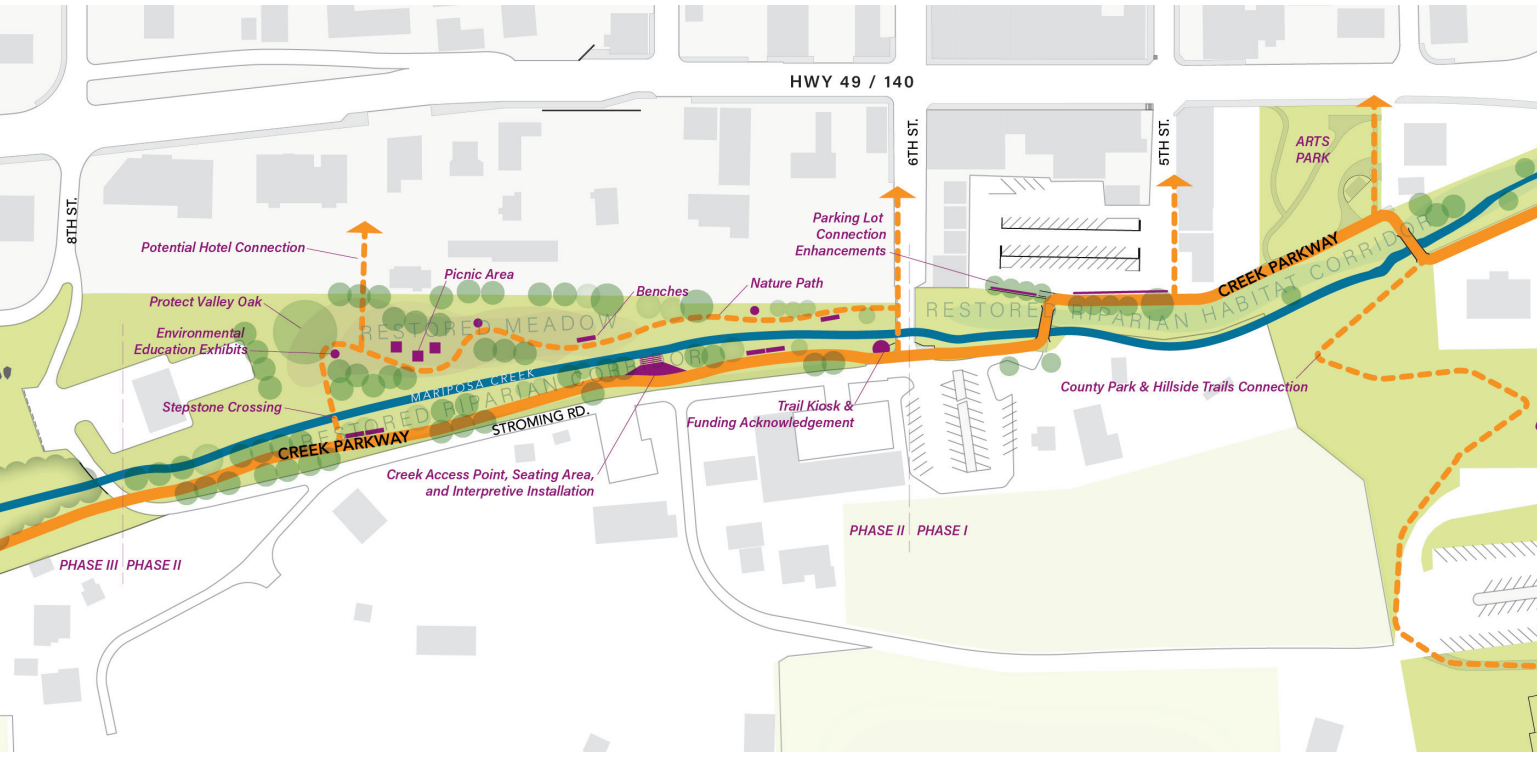
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INTRODUCTION



INTRODUCTION

Leveraging Existing Relationships and Ongoing Projects

WRT has been working in Mariposa for more than five years, and in that time, through many site visits in all seasons, Andy has personally become well connected with both the Planning Department and the project partners. While roles are changing at the County, the faces are the same, and we're excited to keep working with the team that has been advancing the initiatives of the Creek Parkway for so long. As well, our longstanding partners the Sierra Foothill Conservancy and Provost & Pritchard bring consistency and working knowledge of the unique constraints and characteristics of the site. In this time of transition for County staff, our team offers continuity for the overall vision of the creek corridor and its adjacencies.

Site Understanding

Phase I and II of the Mariposa Creek Parkway are the oldest segments of the trail and were the impetus for all the subsequent work that has launched in the last five years. Phase I is enclosed and wooded (albeit with a lot of Tree of Heaven) and somewhat quiet, but its connection to the Arts Park elevates its presence during large community gatherings. Two pedestrian crossings navigate the creek itself and established the parkway as an achievable vision with much larger potential. Following upstream from Phase I, Phase II has a much different character. It feels wide open, with fewer trees and a gentler, wider creek corridor. This section has a longstanding native planting installation from the Master Gardeners, and a pathway along the road that is well used. This section of the creek is subject to flooding during major storm events. Last year's storms caused damage to the creek banks, which will be important to address with this project.

The site plan shown above builds upon the work of the Master Plan, and sets up the basic conditions and requirements for this project to accomplish. The ultimate layout and design of these elements, and how they impact user experiences through these sections of the Parkway is the charge of this assignment.

Opportunities and Constraints

The diagram on the next page lays out some of the known opportunities and constraints faced by this project. Our team understands these existing conditions well.

Of note are the areas with significant amounts of invasive species, including Himalayan blackberry and Tree of Heaven. Removal of these planting areas will significantly alter the impression and feel of these spaces, and they present opportunities for planting design and rehabilitation that either reinforce the character that existed — for example planting trees to maintain the feeling of enclosure on Phase I — or making changes that improve safety and accessibility.

Other features noted are zones for quiet contemplation and potential for larger group spaces. Eroded creek banks are a constraint at certain points, as is the exiting condition of the Parkway along Stroming Road. There are opportunities for improved connection through hotel parking areas, additional screening planting where necessary, and increasing shade in the parking lot at 6th Street.

Our team will evaluate these features and advance a design that also enhances and makes visible those natural characteristics that vary through this section of the Parkway. This means considering the wider and deeper creek area of Phase II differently than the narrow enclosure of Phase I.

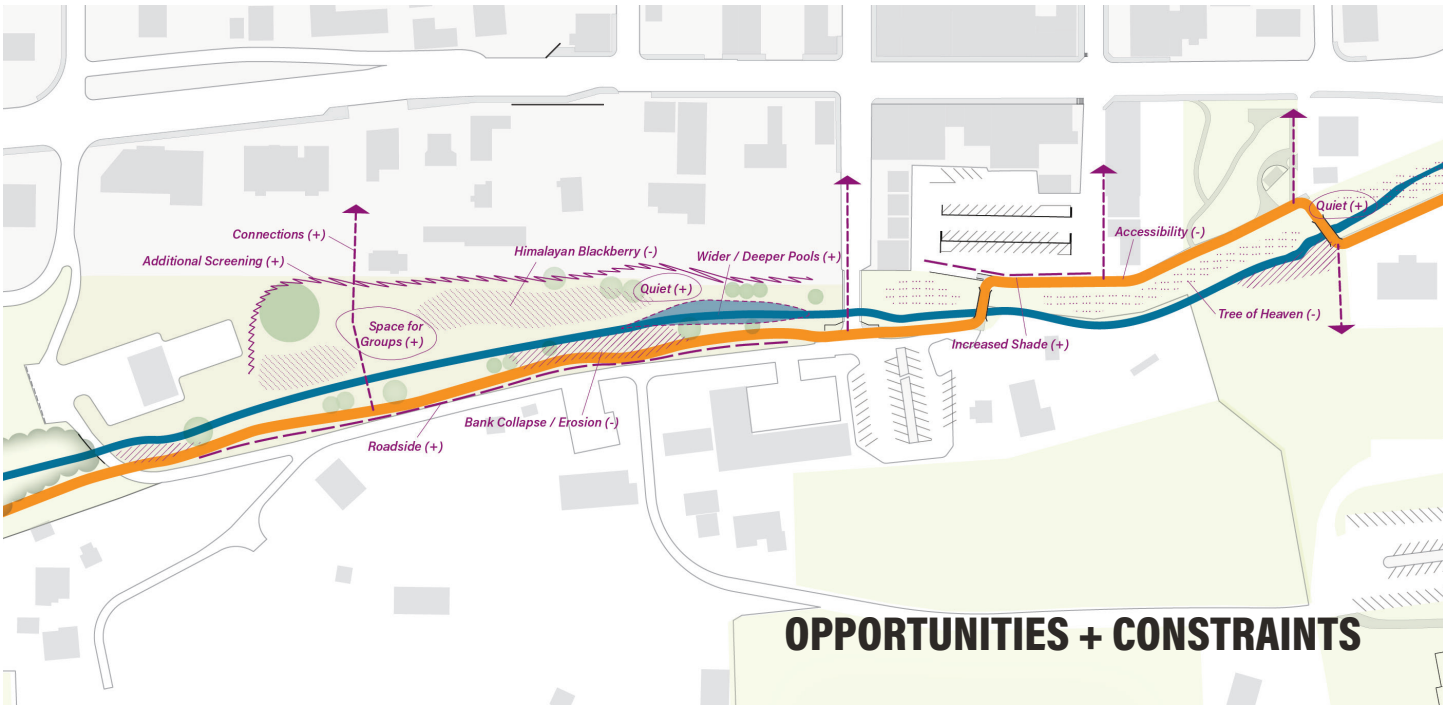
Potential Impacts

The biggest pitfall of this project would be to overdo it. Our team will take a sensitive approach to the extent of interventions, so as to not take away from the inherent qualities of the creek and the spaces people currently enjoy.

Phase I in this regard is essentially kept intact, with minimal intervention. (However we note there are potential ADA-compliance questions that could be addressed in this zone.) Phase II absorbs the more impactful components, such as the creek access and seating area. A stream crossing at this point is informed by the existing rock formations and gentle creek banks on the northeast side, but the southwest bank will need to be navigated carefully. We do not want to see major earthwork or retaining walls implemented here. The goal should be a light touch that is still beneficial to visitors while minimally-impacting the creek itself.

Lastly, a key means of mitigating impacts from increased visitation will be with planting and path alignment. Varying the density of planting, height of plants, and species will inform where people can go or not. Guiding them with pathways, and perhaps habitat protection fencing, will be important cues to ensure the planting restoration is successful.

All of these considerations go into our project approach detailed in this proposal. Balancing access enhancements with habitat protection is the key challenge for this project, and our team is prepared to offer expertise and listen to community insights that help us strike the right balance.



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QUALIFICATIONS



Mariposa Creek Parkway Master Plan

Mariposa County, CA

STATE OF IMPLEMENTATION
Plan completed, implementation projects ongoing

PROJECT REFERENCE
Mikey Goralnik, PLA, AICP, LEED Green Associate
Community Design and Development Planner
Mariposa County
(T) 209.742.1222
(E) mgoralnik@mariposacounty.org

The Mariposa Creek Parkway Master Plan was positioned to meaningfully address a wide range of issues, from placemaking and cultural programming to improved bike and pedestrian circulation, to the expansion of recreational and tourism infrastructure. For residents and visitors alike, the Parkway carried tremendous potential as a recreational, cultural, and transportation corridor, capable of offering a vibrant social corridor and bike and pedestrian linkages both within the town of Mariposa and outward to regional trail networks.

To gain insight into the hopes, ideas, and concerns surrounding the Parkway's development, WRT's project team held an intensive series of meetings with residents and stakeholders who, collectively, gave voice to a broad spectrum of community interests and organizations. The WRT team also toured the project site and its surrounding Sierra foothill landscape, building their understanding of the context, detail, and potential of the Parkway Master Plan to positively impact both the Town and County of Mariposa. The master plan provided the basis for grant funding for the eventual construction of a 4-mile trail along Mariposa Creek. As an integral piece of Mariposa's public realm, the Parkway's implementation and final design were guided



Effectively distilling the input of the community and illustrating the possibilities of future investment, renderings produced for the Master Plan have supported Mariposa County's successful efforts to apply for and win grant funding.



by three community-driven themes identified during the project's community engagement phase. The themes were: (1) Health + Wellness, (2) Community + Creativity, and (3) Education + Environment. These themes acted as lenses to help organize Parkway amenities and design decisions, and to give depth to the project so that users would return often and create their own narratives about what the trail meant to them. Incredible input was received from an engaged community during Creek Week, a multi-day interactive stakeholder outreach festival that took place on-site along the Mariposa Creek corridor. Creek Week presented over 500 residents over the course of three days with an opportunity to be introduced to park design ideas, be inspired by ideas from other parks, and provide feedback regarding the features to be found in the park and their location.



Mariposa Creek Parkway Master Plan: Ongoing Implementation Projects

Mariposa County, CA

STATE OF IMPLEMENTATION
Ongoing

CLIENT REFERENCE
Mikey Goralnik, PLA, AICP, LEED Green Associate
Community Design and Development Planner
Mariposa County
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(E) mgoralnik@mariposacounty.org

The Creek Parkway extension will create an experience for locals and tourists that is more than just a trail. This master plan establishes a vision for a much larger and interconnected regional trail system that will boost economic development in Mariposa County through recreation-oriented transactions, while also serving a range of environmental restoration and enhancement objectives. WRT is currently involved in the ongoing implementation of the Master Plan, including but not limited to the following projects:

ATP

The master plan laid the groundwork for immediate follow-on implementation funding, the first of which was an Active Transportation Grant from the State of California. This project, currently underway, builds upon the master plan guidelines and determines the alignment of the parkway and its associated amenities, including a creek crossing, furnishings, interpretive signage, and secondary trail connections. Importantly it will establish a pedestrian connection from the creek to Mariposa's main street, creating a bicycle and pedestrian friendly alternative for both locals and tourists.

Trailhead and Destination Park

This grant followed on the heels of the ATP grant and focuses on the design development of the Parkway Trailhead Destination Park. Also currently underway, the team, led by WRT, is advancing the design concepts from the master plan for the Hulbert property. The result will be a set of permitted (CEQA and NEPA compliant) schematic designs that can then be finalized through a follow-on implementation grant. Site features include a picnic pavilion, nature play area, Native American cultural elements, parking, and a trailside overlook.



Phase 3: Hillside Trails

The most recently acquired grant building on the master plan is designed to create new trail connections and a trailhead on the Fiske property, which is a large, steeply-sloped parcel that borders a significant stretch of the creek corridor. This project is slated to begin in the new year and will begin to tie the Parkway into a wider regional recreational trail network.



11th Street Paseo

The 11th Street Paseo project serves as a vital connection from downtown to the Mariposa Creek Parkway. This project guides visitors from the valley to the foothills, using landscape and design elements to narrate Mariposa County's natural history. Elevation markers, varied boulder types, and region-specific plants are integrated into the site, with a dry creek and winding paths enhancing accessibility and interest. This paseo encapsulates the region's geographic and ecological diversity within a compact space.

Phase 3 Habitat Restoration

The Mariposa Creek Parkway Restoration Work aims to rejuvenate Mariposa Creek in alignment with the Parkway Master Plan, setting the stage for enhanced trails and trailheads. Collaborating with the tribal community and a local nursery, WRT developed a tailored plant list and designated planting zones suitable for the creek's varied conditions. Currently, the project is being executed with tribal participation under the guidance of the Sierra Foothill Conservancy, integrating traditional cultural burning techniques to control invasive species and promote ecological health.





WRT

Mary Laveroni Park + Hetch Hetchy Railroad Trail: Amenities Study and Vision Plan

Groveland, CA

STATE OF IMPLEMENTATION
Study and Plan Completed

PROJECT REFERENCE
Pete Kampa
General Manager, Groveland Community Services District
(T) (209) 962-7161, ext 1024
(E) pkampa@gcsd.org

WRT is currently engaged by the Groveland Community Services District (GCSD) to create a holistic vision for recreational and cultural assets in and around Groveland. The team is working to identify priority projects, including the advancement of the Hetch Hetchy Railroad Grade Trail, to provide recreational and mobility linkages across the region. In addition, the team is planning for additional public access across GCSD properties, seeking to open up and expand recreational opportunities for locals and outside visitors. This process is being undertaken at three scales: detailed park planning for Mary Laveroni Park, wider trail alignments and program areas for a 250-acre parcel, and a regional assessment of connections between the communities of Pine Mountain Lake and Big Oak Flat.

Importantly the project seeks to accommodate and welcome the droves of summer tourists en route to Yosemite National Park. Necessary infrastructure, amenities, and services are being identified to help GCSD manage large crowds, and attract additional economic development by capturing these audiences and presenting Groveland as a destination in its own right.



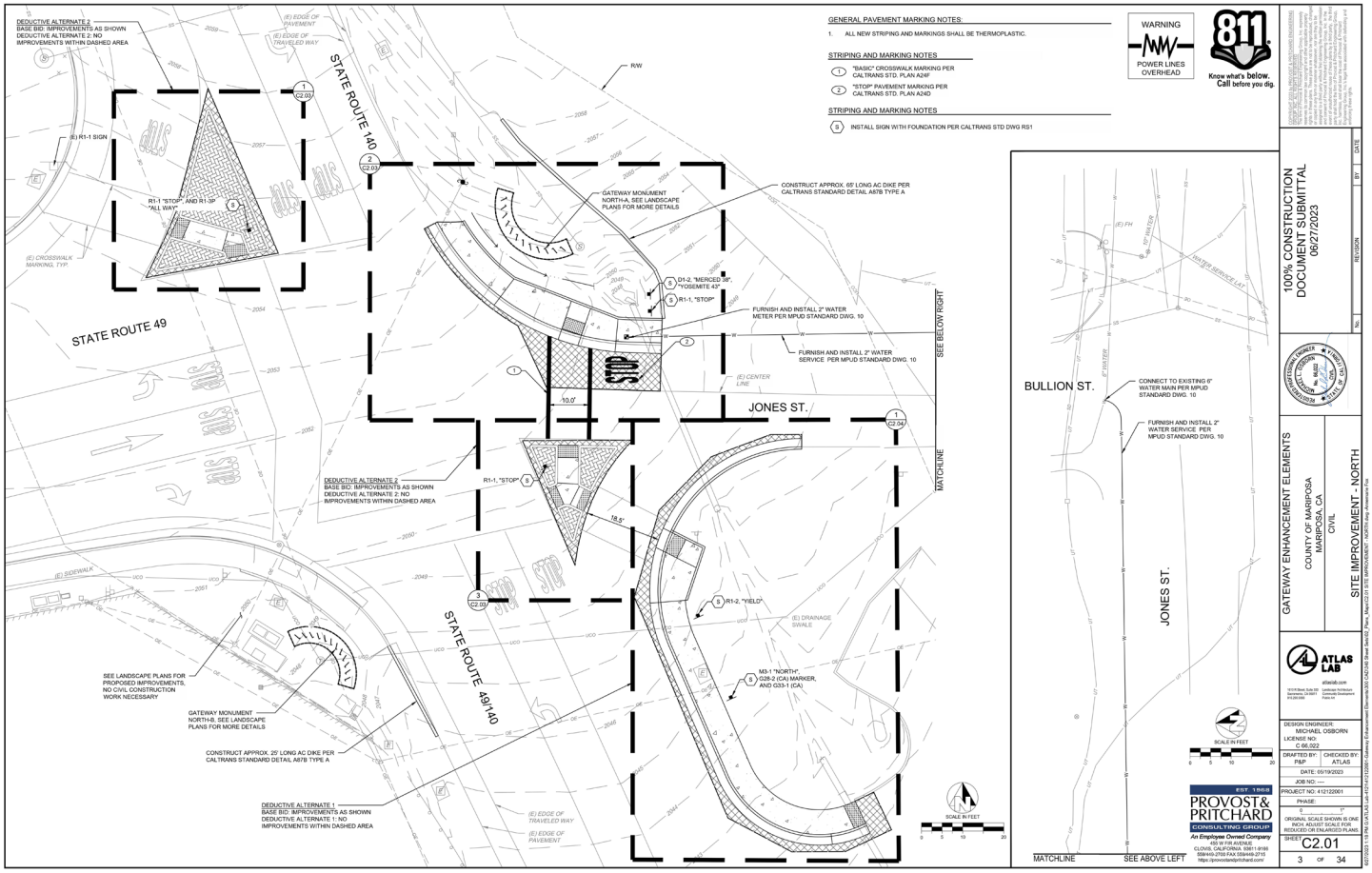




We are working with GCSD to create a vision that is capable of hosting large summer festivals and mountain bike races, while also being responsive to the recreational needs of locals.

Lastly, the team is assisting GCSD with their pursuit of additional grant funding, to ensure the resulting vision plan is able to advance toward implementation. WRT's experience with state grant mechanisms is helping to position this plan as a foundation for additional and much-needed financial assistance.





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PROVOST& PRITCHARD
CONSULTING GROUP

Mariposa Gateway Enhancement Elements

Mariposa County, CA

Provost & Pritchard is involved in the Mariposa Gateways Project, which is funded by a Clean California grant from Caltrans. The project aims to enhance pedestrian pathways, plantings, lighting, and art installations at the intersections of SR 140 & SR 49 in Mariposa Town.

Throughout the project, there has been considerable involvement from the community and Southern Miwok tribal representatives, particularly in shaping the themes and designs for murals and gateway features.

Currently, the project has finished the survey and design phases and is awaiting construction.

STATE OF IMPLEMENTATION
Study and design complete; construction pending

PROJECT REFERENCE
Mikey Goralnik, PLA, AICP, LEED Green Associate
Community Design and Development Planner
Mariposa County
(T) 209.742.1222
(E) mgoralnik@mariposacounty.org
(E) pkampa@gcsd.org



Sierra Foothill Conservancy: Work with Mariposa County

Mariposa County, CA

STATE OF IMPLEMENTATION
Ongoing

PROJECT REFERENCE
Mikey Goralnik, PLA, AICP, LEED Green Associate
Community Design and Development Planner
Mariposa County
(T) 209.742.1222
(E) mgoralnik@mariposacounty.org
(E) pkampa@gcsd.org

Wildlife Conservation Board Riparian Restoration Project

Sierra Foothill Conservancy is the Prime Contractor for Mariposa County in implementing the Wildlife Conservation Board (WCB) funded riparian restoration project on Phases 2 & 3 of the Mariposa Creek Parkway. The WCB restoration project serves as the cornerstone for subsequent restoration efforts financed by the California Natural Resources Agency Urban Greening Grant project. Since 2021, SFC has effectively managed the WCB restoration project for Mariposa County, eradicating invasive species, collaborating with the Southern Sierra Miwuk Nation on restoration activities, and initiating the revegetation process, with project completion projected for 2024.

California Natural Resources Agency
Environmental Enhancement and Mitigation Program

Sierra Foothill Conservancy is the Prime Contractor for Mariposa County for the California Natural Resources Agency (CNRA) Environmental Enhancement and Mitigation Program (EEMP) funded restoration project on Phase 3 of the Mariposa Creek Parkway. The grant, secured through a successful proposal developed by SFC in partnership with Mariposa County, works in conjunction with the CNRA-funded Urban Greening (UG) Grant project. Both the EEMP and UG projects build upon the groundwork laid by the preceding WCB-funded project, enhancing SFC's ongoing efforts. SFC's deep understanding of the project area and grant details stems from its role as the principal grant writer for the CNRA proposals and as the executor of ongoing restoration and enhancement projects.



Mariposa County Integrated Housing and Mobility Strategy

Mariposa County, CA

STATE OF IMPLEMENTATION
Complete

CLIENT REFERENCE
Mikey Goralnik, PLA, AICP, LEED Green Associate
Community Design and Development Planner
Mariposa County
(T) 209.742.1222
(E) mgoralnik@mariposacounty.org

The County of Mariposa, in partnership with Yosemite National Park, spearheaded an effort to address the housing and mobility challenges that negatively impact the quality of life of Mariposa County residents and visitors. The integrated housing and mobility approach analyzes infrastructure and community resources, and applies an understanding of local challenges ranging from traffic conditions to development challenges and environmental hazards. Ultimately, it establishes and a vision to incentivize and support affordable housing and mobility options for all Mariposans.

The partnership with Yosemite National Park is important because the Park is both a major attraction for visitors and residents of Mariposa County, and also a major employer. In order to protect the natural resources within the Park, there are major spatial constraints on development, and there is insufficient housing to accommodate the wide network of Park visitors, Park employees, and the range of non-profits and concessioner employees that are vital to park operations. Housing options outside the Park are affected by the conversion of the historic long term rental market to short term rentals due to high demand by Park Visitors

adding additional strain on year-round housing options for Mariposa's workforce at all price points. The limited housing options force many employees to make difficult and unsustainable choices. They can either find housing farther away from the Park, which further stresses the already stressed transportation network, or they can seek employment outside of the Park and County, depleting Yosemite's workforce and contributing to a rural gentrification effect.

This project seeks to address this deficiency by planning for transit-oriented development in a rural context, with housing and transportation that connects Mariposa and other key county gateway communities with its major workforce center – Yosemite National Park. The project examines the key nexus between workforce and special needs housing development and an active transportation network, through operational strategies, policy recommendations, and physical site plans. By addressing the needs of these county residents, beneficial effects will also extend to visitors and tourists that also rely on county infrastructure. Paired with this are new models of workforce housing that create community places, increase affordability and supply of housing, and foster healthy lifestyles for a more livable Mariposa County.



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PROPOSAL DOCUMENT

OUR APPROACH

Design

Our approach to the design of the project weighs the grant requirements with the end user experience, construction dollars, and permitting requirements.

As an example, we could see benefits from considering the Site Grading, Creek Access, and Creek Crossing as an integrated element. After last winter's flooding, sections of creek bank slumped and gave way. While the areas of biggest concern were patched, this is a concern going forward if significant amounts of money are going to be invested in these zones. It might make sense to focus work on creek bank to a limited area, both for construction purposes but also to limit impact on other areas. Multiple designed touch points at the creek through this section might feel like overkill, understanding that nothing is really stopping people from getting to the creek where they want to anyway. At the same time, a disbursed approach that spreads out lighter impacts over a larger area might make sense. Considerations such as this feed the design options on the opposite page, and will be important to navigate early in the process.

Budget Considerations

The grant amount awarded for the work is no small sum, but our team acknowledges that in order to accomplish the goals as outlined, decisions will need to be made to allocate resources in a smart way. With this in mind, the approaches shown on the next page try to offer different means of prioritizing improvements in the creek corridor, while still delivering the grant requirements. A critical consideration is the funding available for permitting needs. Our team has identified the regulatory trajectory for this project, and it is extensive, especially if we pursue interventions that impede upon the ordinary high water line of the creek. This triggers significantly more up front effort, but the resulting experience will be that much more powerful for visitors. A decision may need to be made that maximizes the benefits while minimizing, to the extent possible, the regulatory hurdles.

Importantly, before commencing any of the work, we believe a focused effort needs to be undertaken to understand more fully the implications of the budget and what can be accomplished. It may be possible that a request for grant augmentation funding should be pursued, which would not only ensure an adequate permitting process but could also unlock additional benefits, including:

- Erosion control throughout Phase I and II.
- Stroming Road improvements and redoing the existing Creek Parkway, which is in disrepair (especially from root intrusion).
- Improved connectivity to local businesses.
- Improved accessibility through more robust materials and grading.

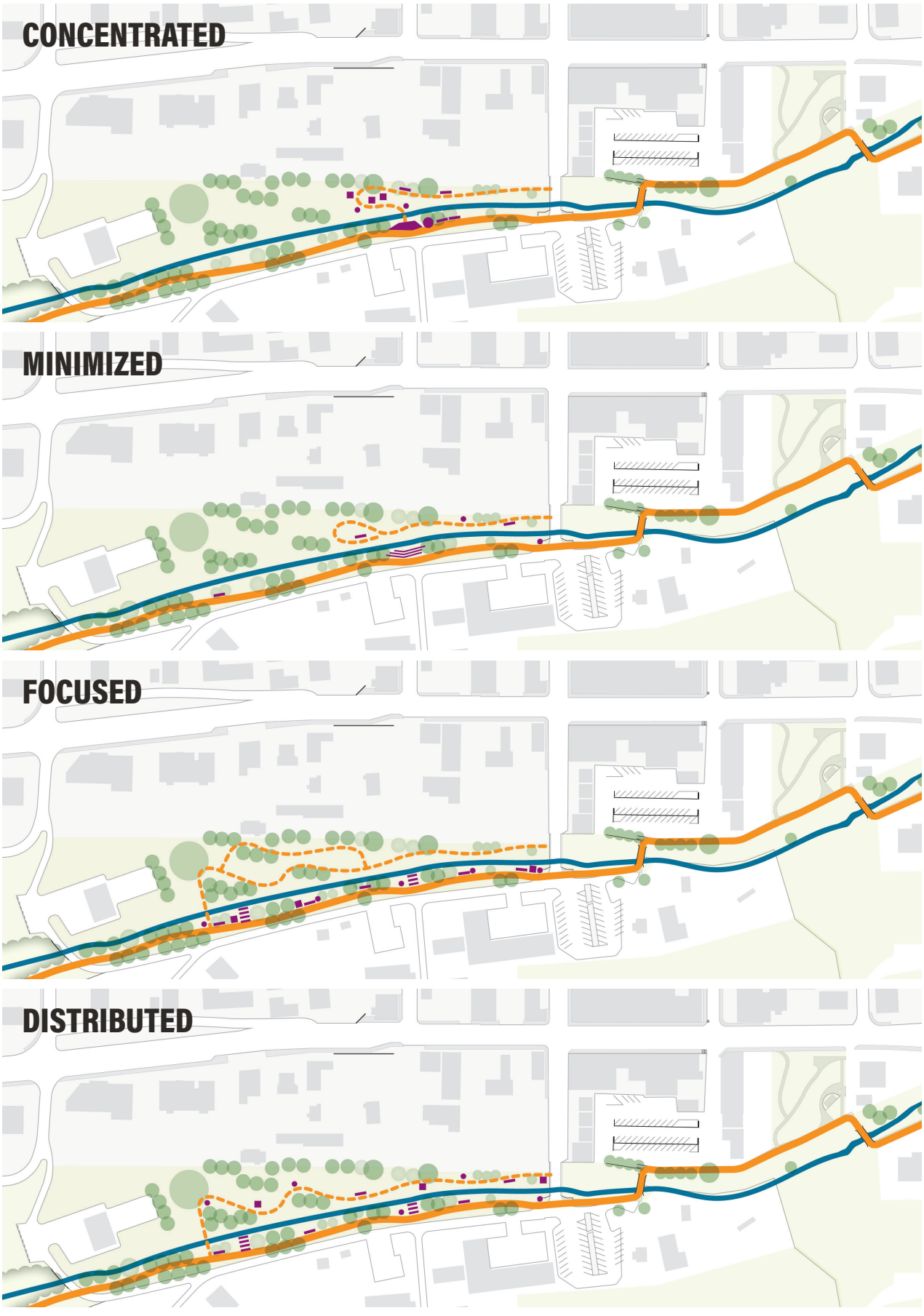
Engagement Plan

For this assignment, we envision a focused engagement exercise centered around choosing a design strategy that is appropriate to the site. Collecting input on what the community would like to see for this stretch of creek is important, because it is perhaps the most heavily-traveled section of the Parkway. The options shown on the opposite page depict examples of approaches that each have their advantages. This would give the project team a solid foundation for advancing a design that nests into the site and doesn't feel intrusive. On the whole, Phase II should feel like a lighter touch, as it is bounded on either side by the new Trailhead Park and the Arts Park. Phase I is more constricted by steep creek banks, and the focus in this zone is focused on habitat restoration. As well, the team will continue their ongoing engagement with tribal representatives from the Southern Sierra Miwuk Nation, who have been involved in the Phase III work and offer valuable perspectives. This relationship will be helpful for considering planting, interpretive signage, and the overall level of access enhancements and design strategy.

Big Picture

This team has the knowledge base to be thinking about the bigger picture for this project and how it fits into the Mariposa Creek Parkway. We are aware of all the moving parts in this complicated layering of funding and implementation. Through our foundational work on the Mariposa Creek Parkway Master Plan, and the subsequent implementation projects, we are well-positioned to guide this project to a fruitful outcome.

Importantly this also includes the ability to leverage other work toward the objectives of this project. For example, since the Trailhead Park, ATP, and Hillside Trails projects are creating a family of signage and identity elements for the corridor, these can be easily adapted to the needs of Phase II and Phase I. This may also apply to things such as lighting and site furnishings, helping make this project more streamlined and cost-effective.


CONCENTRATED
MINIMIZED
FOCUSED
DISTRIBUTED

REGULATORY STRATEGY

The County of Mariposa has received an Urban Greening Grant from the State of California, The Natural Resources Agency, Department of Parks and Recreation Office of Grants and Local Services for renovations to the existing Mariposa Creek Parkway. The parkway is a linear park located along Mariposa Creek in the town of Mariposa, in Mariposa County, California.

When completed, the Mariposa Creek Parkway will improve plant habitat along the parkway and also provide a variety of community-driven recreational programs. It will function as an active transportation resource, linking residents and visitors to neighborhoods, businesses, and tourist amenities, while conserving and interpreting the distinctive beauty of the Sierra Foothill riparian landscape. It will provide engaging opportunities for creative placemaking projects like public art and performance, and it will build community by establishing a unique and compelling space for Mariposa to gather.

Below is the CEQA compliance scope of work based on the following information provided in the County's Request for Proposals for the Mariposa Creek Parkway Phase I and II Restoration and Public Access Enhancements. Phase I and II involve:

- eradication of the two most prolific invasive non-native plant species present on the Parkway, Himalayan blackberry (Rubus armeniacus) and tree of heaven (Ailanthus altissima) through manual, chemical, and prescribed burning techniques in partnership with the Southern Sierra Miwuk Nation;
- revegetating the riparian area with native species that support ecological and cultural objectives;
- expanding access with 1,600 linear feet of soft trail (one with a new pedestrian bridge that may be a low water bridge)and additional access points, and enhancing access with recreation installments such as benches, picnic platforms, picnic tables, lighting and seating areas; and establishing natural history interpretive signs and other visual/ educational elements; and
- completing all permitting and environmental compliance activities necessary to ensure full implementation of these landscape and access improvements.

We expect the appropriate CEQA compliance would be a category exemption (CE) based on the type of work listed above. However, because of the proposed new bridge, a mitigated negative declaration (MND) may be more appropriate. Therefore, our proposal includes two options, one for a CE, and one for an MND.

A delineation of aquatic resources is needed to support necessary permit applications. ECORP is aware that a delineation was conducted by Live Oak Associates in 2021 and 2022 and appears to encompass the Phase I/ II Project site. The suite of regulatory permits required for the Project will depend on whether impacts (ground disturbance) will occur below the ordinary high water mark of Mariposa Creek. Any ground-disturbing activities below the ordinary high water mark will require permit authorization under Clean Water Act Section 404 through the U.S. Army Corps of Engineers (USACE), and Section 401 through the Central Valley Regional Water Quality Control Board. However, if the trail crossing can be designed such that no impacts occur below the ordinary high water mark, these permits would not be required and permitting costs may be reduced considerably. ECORP staff are knowledgeable regarding permitting and agency requirements, and we would collaborate with the County and the Project Team to determine the best strategy to secure permit authorizations while minimizing costs to the County.

If a USACE permit is required, the USACE must consult with U.S. Fish and Wildlife Service (USFWS) on any potential effects on species listed pursuant to the Endangered Species Act, and with tribes and the State Historic Preservation Office (SHPO) to determine any potential effects on cultural and historic resources and

fulfill requirements of the and the National Historic Preservation Act. ECORP anticipates that a biological assessment will be prepared to support the consultation with USFWS. However, ECORP understands that a Cultural Resource Inventory Report is anticipated to be prepared by the consultant selected under a separate contract and is not a part of the scope of this proposal.

Listed wildlife species known or anticipated to occur within the Project site include Northwestern Pond Turtle, which has been documented to occur in the Project area. The USFWS issued a proposed rule to list Northwestern Pond Turtle as Threatened under the Federal Endangered Species Act on October 2, 2023, with the comment period ending December 4, 2023 and finalization of the listing expected shortly after. In addition, the site represents potential habitat for the Southern Sierra Distinct Population Segment (DPS) of Foothill Yellow-Legged Frog, which was recently listed by the USFWS as endangered and is also listed as endangered per the California Endangered Species Act. The site may also contain potential habitat for California Red Legged Frog, which is listed as threatened per the Federal Endangered Species Act. ECORP is also aware of the presence of beavers near the Project site. One-time beaver dam removal and/or installation of devices such as "beaver deceivers" can be included in the Streambed Alteration Agreement from CDFW; alternatively, a Routine Maintenance Agreement between the County and CDFW would allow for long-term maintenance related to beavers or other ongoing maintenance activities requiring CDFW approval (however, a routine maintenance agreement is not included in this proposal since it is beyond the scope of the current Project).

Restoration and construction activities that affect the creek (below or above the ordinary high water mark) or riparian vegetation require a Streambed Alteration Agreement from CDFW. ECORP will prepare an application to obtain a new Streambed Alteration Agreement for the low-water trail crossing in Phase 2 and the Phase 1 riparian restoration activities, and will request a time extension for the existing Streambed Alteration Agreement for Phase 2 riparian restoration activities.

To fulfill mitigation requirements, a Restoration Plan will likely be required by the regulatory agencies to describe restoration methods, performance standards and monitoring requirements for the created creek channel, riparian plantings, and invasive species.

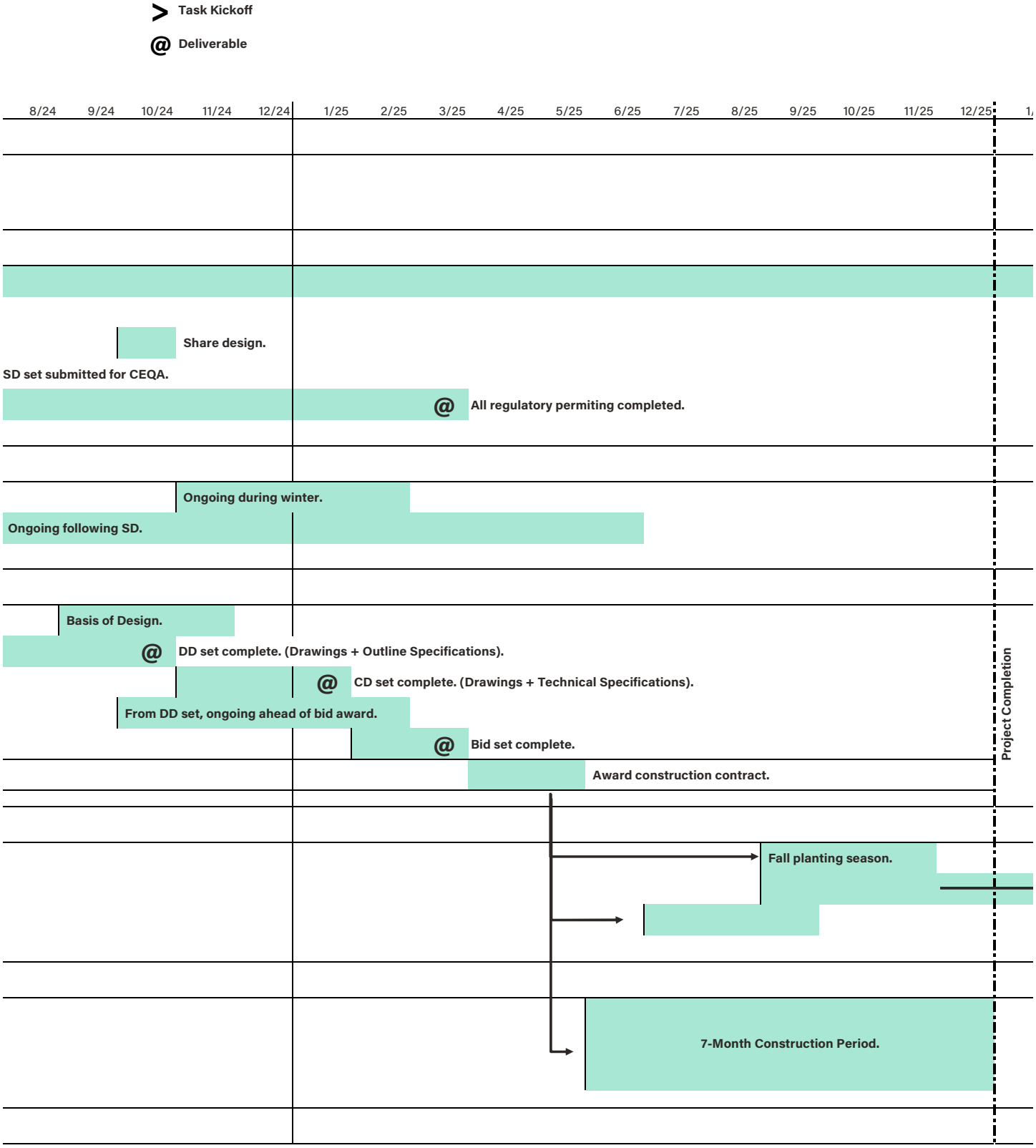
Potential additional tasks not included in this proposal include tasks occurring immediately prior to, during, and after construction such as preconstruction wildlife surveys, worker environmental awareness training, construction monitoring, and success monitoring pursuant to the Restoration Plan.

11/7/2023

Mariposa Creek Parkway Phase I & II Restoration and Public Access Enhancements

SCHEDULE

		MONTH	12/23	1/24	2/24	3/24	4/24	5/24	6/24	7/24
		PRE-KICKOFF ADMINISTRATION								
	Contracting.									
	Determine need for grant augmentation.									
TASK 1	**30% DESIGN AND CEQA / PERMITTING**									
1A	Project Management		**Ongoing through project timeline. Establish monthly check-ins.**							
1B	Site Survey					@	**Survey Complete.**			
1C	Engagement						> @	**Engagement Results.**		
1D	Schematic Design (30%)								@	
1E	Permitting								>	
TASK 2	**INVASIVE SPECIES REMOVAL AND NURSERY / PLANT PREP COORDINATION**									
2A	Invasive Species Removal									
2B	Nursery / Plant Prep Coordination									
TASK 3	**100% DESIGN**									
3A	Confirm Design Direction (Engagement + Permitting Feedback)									
3B	Design Development (60%)									
3C	Construction Documentation (90%)									
3D	Local Permits									
3E	Bid Set (100%)									
		BIDDING								
TASK 4	**RESTORATION PLANTING IMPLEMENTATOIN**									
4A	Trees, Shrubs, Groundcover, Perennials									
4B	Labor + Monitoring									
4C	Irrigation									
TASK 5	**COMPLETED CONSTRUCTION AND PROJECT OPENING**									
5A	Parking Lot Enhancements									
5B	Access Enhancements									
5C	Site Work									
		PROJECT CLOSEOUT								


> Task Kickoff
@ Deliverable
8/24
9/24
10/24
11/24
12/24
1/25
2/25
3/25
4/25
5/25
6/25
7/25
8/25
9/25
10/25
11/25
12/25
Share design.
SD set submitted for CEQA.
@ All regulatory permiting completed.
Ongoing during winter.
Ongoing following SD.
Basis of Design.
@ DD set complete. (Drawings + Outline Specifications).
@ CD set complete. (Drawings + Technical Specifications).
From DD set, ongoing ahead of bid award.
@ Bid set complete.
Award construction contract.
Fall planting season.
7-Month Construction Period.
Project Completion

PROPOSED BUDGET

Adjustment / Alteration
Team Value Add
Strategic Coordination Option

Pre-Construction // Non-Construction	Quantity	Unit	Total Costs	Comment
Grant Administration	$ -	$ -		
Project Management	1	LS	$20,000	
Pre-award CEQA / Permitting	$ -	$ -		existing wetland delineation work and biological site assessments by SFC
CEQA / Permitting	1	LS	$55,000	varies significantly depending on crossing design strategy
Pre-award Engagement	$ -	$ -		build upon existing community engagements since Master Plan
Engagement	1	LS	$8,000	reduced slightly; focused on selecting preferred alternative + tribal consultation
Pre-award Design (PS&E)	$ -	$ -		leverage ongoing Master Plan implementation projects
Design + Design Contingency (PS&E)	1	LS	$142,350	increased w/ contingency funds, trails overage, engagement, crossing/acess reductions
		Task Subtotal	**$225,350**	remains under 25% of grant total
Site Work				
Pre-award Invasive species removal	1	LS		WRT + SFC existing knowledge base from Phase III removal
Invasive species removal	1	LS	$82,500	
Site Grading	1	LS	$25,000	extensive erosion from winter flooding needs to be addressed; co-locate crossing and access point where earthwork is already needed
Decomposed Granite Soft Trails	500	LF	$25,000	path extents reduced, but DG cost is likely $50/LF; could explore other surface options
Aluminum Edging	1,000	LF	$10,000	both sides of the path need edging; explore options that don't need edging
Misc. Materials (Gravel, Woodchips)	1	LS	$2,500	
Stepstone creek crossing	1	LS	$15,000	design together with creek access and site grading for construction savings
Electrical & Lighting	1	LS	$20,000	
Environmental Interpretive / Educational Exhibits & Signage	1	LS		leverage ongoing Master Plan implementation projects
Cultural Interpretive / Educational Exhibits & Signage	1	LS	$8,000	leverage ongoing Master Plan implementation projects
Funding Acknowledgement Sign	1	LS	$2,000	
		Task Subtotal	**$190,000**	
Access Enhancements				
Benches	6	EA	$9,000	
Creek access point and seating area	1	LS	$28,000	design together with crossing point and site grading for construction savings
Trail kiosk	1	LS	$5,000	
Picnic Platforms / Tables	3	EA	$13,500	
		Task Subtotal	**$55,500**	
Planting				
Trees	180	EA	$100,000	
Shrubs, Groundcover, Perennials	20,000	SF	$200,000	
Water Saving Irrigation	1	LS	$10,000	
Parking Lot Enhancements (not including trees)	1,000	SF	$16,000	
Pre-award planting implementation labor	20,000	LS		
Planting implementation labor	20,000	LS	$20,000	
Pre-award success criteria & planting survivorship monitoring	10,000	EA		
success criteria & planting survivorship monitoring	10,000	EA	$30,000	
		Task Subtotal	**$376,000**	
		Construction Subtotal	**$621,500**	
		Construction Contingency:	$25,000	clarified design vs construction contingency dollars
		Overall Subtotal	**$846,850**	
		Construction Management & Administration:	$40,000	reduced and allocated difference to Design
		Total	**$911,850**	

Overall Project Cost	**$911,850**

EA = Each, LS = Lump Sum, LF = Linear Feet, SF = Square Feet, SY = Square Yard, CY = Cubic Yard, TN = Ton, AC = Acre

WRT FEE PROPOSAL

		PRE-CONSTRUCTION				CONSTRUCTION
		WRT	SFC	P&P	ECORP	
		Landscape Architecture	Engagement + Habitat Restoration	Civil +Structural Engineering	Permitting	
TASK 1	**30% DESIGN AND CEQA / PERMITTING**					
1A	Project Management	$ 10,000.00	$ 10,000.00			
1B	Site Survey			$ 15,000.00		
1C	Engagement	$ 4,000.00	$ 4,000.00			
1D	Schematic Design (30%)	$ 15,000.00		$ 12,500.00		
1E	Permitting				$ 55,000.00	
		$ 29,000.00	**$ 14,000.00**	**$ 27,500.00**	**$ 55,000.00**	**$ -**
TASK 2	**INVASIVE SPECIES REMOVAL AND NURSERY / PLANT PREP COORDINATION**					
2A	Invasive Species Removal					$ 82,500.00
2B	Nursery / Plant Prep Coordination					$ 6,000.00
		$ -	**$ -**	**$ -**	**$ -**	**$ 88,500.00**
TASK 3	**100% DESIGN**					
3A	Confirm Design Direction (Engagement + Permitting Feedback)	$ 4,000.00				
3B	Design Development (60%)	$ 10,000.00		$ 10,000.00		
3C	Construction Documentation (90%)	$ 10,000.00		$ 10,000.00		
3D	Local Permits			$ 5,000.00		
3E	Bid Set (100%)	$ 5,000.00		$ 4,000.00		
3F	Design Contingency	$ 41,850.00				
		$ 70,850.00	**$ -**	**$ 29,000.00**	**$ -**	**$ -**
TASK 4	**RESTORATION PLANTING IMPLEMENTATOIN**					
4A	Trees, Shrubs, Groundcover, Perennials					$ 298,000.00
4B	Labor + Monitoring					$ 46,000.00
4C	Irrigation					$ 10,000.00
		$ -	**$ -**	**$ -**	**$ -**	**$ 354,000.00**
TASK 5	**COMPLETED CONSTRUCTION AND PROJECT OPENING**					
5A	Parking Lot Enhancements					$ 16,000.00
5B	Access Enhancements					$ 55,500.00
5C	Site Work					$ 107,500.00
		$ -	**$ -**	**$ -**	**$ -**	**$ 179,000.00**
	SUBTOTAL	**$ 99,850.00**	**$ 14,000.00**	**$ 56,500.00**	**$ 55,000.00**	**$ 621,500.00**
	CONSTRUCTION ADMINISTRATION	$ 11,500.00	$ 20,000.00	$ 8,500.00		
	TEAM SUBTOTALS	**$ 111,350.00**	**$ 34,000.00**	**$ 65,000.00**	**$ 55,000.00**	
	CONSTRUCTION CONTINGENCY					$ 25,000.00
	GRAND TOTAL	**$ 911,850.00**				

6

PROJECT STAFF

ABOUT OUR PARTNERS

Our team is supplemented with expertise from trusted partners in their respective industries with whom WRT has strong working relationships.

Sierra Foothill Conservancy

Habitat Restoration + Engagement + Permitting

Sierra Foothill Conservancy (SFC) is a nonprofit land trust operating since 1996 to safeguard the environment across Mariposa, Madera, Merced, and Fresno Counties. As an accredited organization, SFC is focused on protecting open spaces, supporting a healthy local economy, and improving air and water quality through practical conservation strategies.

The Conservancy's expertise encompasses landowner negotiations, grant funding assistance, and community outreach, with an emphasis on educational initiatives in land stewardship. Through its actions, SFC aims to preserve the natural beauty and ecological integrity of the region for current and future enjoyment.

Provost & Pritchard

Civil/Structural Engineering + Permitting

Provost & Pritchard Consulting Group has been a hallmark of engineering excellence since its foundation 55 years ago in Fresno, California. Known for its detailed knowledge of local conditions and a strong rapport with city agencies, the firm excels in a range of services, from street and trail infrastructure projects to master planning and regulatory compliance. Their team's skills in feasibility studies, hydraulic modeling, land surveying, construction administration, and environmental compliance demonstrate a comprehensive approach to city and district engineering. By acting as an extended staff for several communities, Provost & Pritchard ensures that projects are delivered successfully and local water and sewer systems are supported effectively post-completion.

The firm's extensive service offerings encompass civil, structural, and environmental engineering, surveying, municipal infrastructure design, water treatment, and more. Their strategic planning for phased development and adeptness in site-specific challenges, such as grading and drainage, are complemented by their proficiency in right-of-way coordination and construction management. By addressing all aspects of a project from planning to execution, Provost & Pritchard provides integrated solutions that align with their clients' objectives and community needs.

ECORP

Permitting

ECORP Consulting, Inc., founded in 1987, specializes in environmental compliance for public and private landowners. The firm offers an array of services, from baseline environmental studies to environmental planning, permitting, and compliance reporting. ECORP's team is composed of a wide range of experts including biologists, wetland and restoration specialists, and analysts in water resources, air quality, noise, and more, equipped with the latest technologies like drones and GIS.

Known for technical proficiency and a comprehensive grasp of environmental regulations, ECORP has built robust relationships with federal and state agencies, mastering the intricacies of laws like the Clean Water Act, NEPA, and California's CEQA and CESA. Their expertise in navigating complex regulatory processes makes them a go-to consultant for ensuring environmental compliance in projects requiring meticulous oversight and sophisticated environmental understanding.

TEAM ORGANIZATION

MARIPOSA COUNTY 18 50 HOME OF YOSEMITE

WRT

PRIME CONSULTANT

PROJECT MANAGER
Andrew Dawson
Senior Associate | Landscape Architect

PRINCIPAL-IN-CHARGE
John R. Gibbs
Principal | Landscape Architect + Urban Designer

KEY STAFF
Peter Trio
Associate | Landscape Architect

Keling Ni
Landscape Designer

Sierra Foothill Conservancy
Habitat Restoration + Engagement + Permitting

Bridget Fithian
Executive Director

Provost & Pritchard
Civil/Structural Engineering + Permitting

Michael Osborn
Principal Engineer

Bryan Bowers
Licensed Surveyor

ECORP
Permitting

Taraneh Emam
Project Manager/Senior Conservation Biologist

Peter Balfour
Vice President/Principal

Matt Trask
Senior Environmental Planner



ANDREW **DAWSON**

WRT

PLA, ASLA, APA
SENIOR ASSOCIATE | LANDSCAPE ARCHITECT

PROJECT ROLE: PROJECT MANAGER

PROJECT EXPERIENCE

Project Award +

Mariposa Creek Parkway Master Plan + Implementation Projects +
Mariposa, CA

Mariposa County Integrated Housing and Mobility Study (IHMS)
Mariposa, CA

San Joaquin River Parkway
Access & Activation Plan
Fresno, CA

Tunitas Creek Beach Improvement
San Mateo County, CA

Guy Park Manor:
Environmental Education & Resiliency Park
Amsterdam, NY

Reimagine the Canals Competition
Mohawk Valley, NY

Groveland Park Amenities Study and Plan
Groveland, CA

Roanoke County Explore Park
Roanoke, VA

Dan River Mills Innovation Campus
Danville, VA

Wolf's Hollow County Park
West Chester, PA

Larimer/East Liberty Park
Pittsburgh, PA

FDR Park Master Plan +
Philadelphia, PA

Kemp Mill Urban Park
Wheaton, MD

Bothin Marsh Adaptation & Resiliency Project
Marin County, CA

Principal Financial Group
Campus Master Plan
Des Moines, IA

11th Street Bridge Park Competition
Washington, DC

Bucks County Community College
Campus Core
Newtown, PA

With a background in physical geography, Andy has an MCP and MLA from the University of Pennsylvania, and his work revolves around navigating the scale shifts between these complementary disciplines. From a field office in Denver, he works between both of WRT's offices, guiding strategic approaches to projects and teams across the country. Andy's practice interests span from urban to rural, coast to interior, always with an attention to local context and place. Current engagements center around balancing recreational access and resource protection in destination and gateway communities at the interface of infrastructure and wilderness. Andy has extensive experience working with Mariposa County on a wide range of initiatives, including the Mariposa Creek Parkway Master Plan— a vision and plan for a large and interconnected regional trail system that will boost economic development in Mariposa County—and the Mariposa County Integrated Housing and Mobility Study, which establishes and a vision to incentivize and support affordable housing and mobility options for all Mariposans.

EDUCATION

University of Pennsylvania, *Master of Landscape Architecture*

University of Pennsylvania, *Master of City Planning*

State University of New York (SUNY) Geneseo, *Bachelor of Arts, Geography*

AFFILIATIONS + AWARDS

American Society of Landscape Architects

American Association of Geographers

American Planning Association

Licensed Landscape Architect: PA

ENGAGEMENT

Guest Lecturer: UC San Diego, UC Davis, Cal Poly SLO

Instructor: PennDesign Department of City Planning

Visiting Critic: PennDesign, Penn State, Columbia GSAPP, Univ. of Utah

Contributing Author: *Fresh Water: Design Thinking for Inland Water Territories*



JOHN R. GIBBS

WRT

ASLA, LEED AP
PRINCIPAL | LANDSCAPE ARCHITECT + URBAN DESIGNER

PROJECT ROLE: PRINCIPAL-IN-CHARGE

PROJECT EXPERIENCE

Project Award +

San Francisco Bay Trail Risk Assessment and Adaptation Prioritization Plan (RAAPP) +
San Francisco, CA

Bothin Marsh Adaptation & Resiliency Project
Marin County, CA

Cleveland Harbor Eastern Embayment Resilience Study (CHEERS)
Cleveland, OH

Bay Area Resiliency Hot Spots
San Francisco, CA

MTC Priority Conservation Areas Refresh
San Francisco, CA

Oakland Estuary Park
Oakland, CA

San Lorenzo Creekway & Foothill Trail Master Plan
Alameda County, CA

Mariposa Park @ UCSF Mission Bay
San Francisco, CA +

Benicia Parks & Recreation Master Plan
Benicia, CA

East Palo Alto Parks Master Plan
East Palo Alto, CA

Tunitas Creek Beach Improvements
San Mateo County, CA

Oakland Waterfront Trails
Oakland, CA

Our Parks, Our Future 2020-2030: Austin Parks Long-Range Plan +
Austin, TX

Glen Canyon Park Improvement Plan
San Francisco, CA +

Lake Merritt Park Master Plan & Implementation Projects +
Oakland, CA

Mariposa Creek Parkway Master Plan
Mariposa, CA +

Fresno Parks Master Plan
Fresno, CA

John shares WRT's deep commitment to environmentally rooted planning and design excellence. His work reflects his belief that open space infrastructure—whether at the scale of regional park systems, riverfronts, city parks, livable streets, or active plazas—is a crucial, integral part of creating quality urban environments. He is a practice leader in WRT's Parks & Open Space and Community Design practices, where he advances community and ecological resiliency in all WRT projects. Community engagement is fundamental to all facets of his work and his outreach skills are valued by clients who seek positive outcomes rooted in productive public dialogue. John has planned and designed a number of parks, including Santa Monica Beach and Palisades Park Improvements in Santa Monica; Eastshore State Park and Lake Merritt Park in Oakland; Balboa Park Rose Garden in San Diego; Glen Canyon Park, Mariposa and Mission Creek Parks in San Francisco; Nevin Park in Richmond; and the Mariposa Creek Parkway in the Sierra Foothills of California. John's Austin experience includes the award winning Our Parks Our Future: Long Range Plan for Parks.

EDUCATION

University of California, Berkeley, *Master of Landscape Architecture*
University of California, Davis, *Bachelor of Landscape Architecture*

AFFILIATIONS + AWARDS

CA Landscape Architect #4417

American Society of Landscape Architects (ASLA)

San Francisco Bay Trail Risk Assessment and Adaptation Prioritization Plan (RAAPP), Award of Excellence - Innovation in Green Community Planning, Northern California Section CA APA, 2022 // Merit Award - Planning, California Trails & Greenways Foundation, 2021

Our Parks, Our Future 2020-2030: Austin Parks Long-Range Plan, 2020

Glen Canyon Park Improvement Plan, Merit Award, ASLA Northern CA Chapter, 2019

Mariposa Creek Parkway Master Plan, California Trails & Greenways Foundation, 2020

Lake Merritt Park Master Plan, APA-CC, Great Places Award, 2019

Mariposa Park, ASLA-NCC Merit Award, 2018

ENGAGEMENT

City Parks Alliance Park Study Tour, Austin, TX (Nov 2020)
Greenbelt Alliance Board Member

Bringing Back Broadway - 2019 National APA Conference Tour

Resilient by Design, Research Advisor (2018)



PETER TRIO

WRT

ASSOCIATE | LANDSCAPE ARCHITECT

PROJECT ROLE: LANDSCAPE ARCHITECT

PROJECT EXPERIENCE

Project Award +

Hesperian Boulevard Streetscape
Alameda County, CA

Paragon Point Open Space Improvements
Redwood City, CA

Blossom Hill VTA Station Mixed-Use TOD
San José, CA

Microsoft Silicon Valley Campus
Mountain View, CA

Lower Stilwell Neighborhood Plan
Marina, CA

Hercules Bayfront Development - Block N
Hercules, CA

St. Helena Architectural Feasibility Planning/Visioning
St. Helena, CA

Mission Bay Park P27
San Francisco, CA

Tracy Citywide Parks, Recreation and Trails Master Plan Update / Nature Park Study & Grant Application Support
Tracy, CA

Marin City Intergenerational Garden
Marin City, CA

Calwa Park Master Plan
Fresno, CA

CSU Fullerton Physical Master Plan
Fullerton, CA

Ashland Common
Alameda County, CA

Vista Grande Canal Project
Daly City, CA

Mateo Street Park Master Plan
Ashland, CA

Albany Bulb Art Installation
Albany, CA

Vista Grande Canal Project
Daly City, CA

Peter is a landscape designer with 8 years of experience. He is motivated by the process of evolution and refinement. As a designer, he appreciates the challenges of addressing the needs of a complex world during a turbulent time. Through this lens, he co-founded The Thirdscape Initiative which focused on the succession of our suburban retail landscapes, so they may evolve towards socially productive, ecologically resilient, and economically independent communities, and was a result of his 2017 Thesis at UC Berkeley. Peter brings the leadership, dedication, creativity and collaborative spirit carried through this initiative to all of his work. He has served as job captain, project manager, and designer on various projects throughout The Bay including several planning projects guided by community feedback and adhering to city plans. His responsibilities have involved detailing of complex and highly integrated landscapes with engineers, architects, and consultants; drafting design documents in conjunction with city planning departments; sketching, drafting, and conducting construction administration.

EDUCATION

University of California, Berkeley, *Master of Landscape Architecture*
University of Wisconsin, Milwaukee, *Bachelor of Architecture, Minor in Business, Certificate in Urban Planning*

AFFILIATIONS + AWARDS

Geraldine Knight Scott Fellowship Germany & France, 2017
International Workshop, Portoviejo, Ecuador, 2017
Green Infrastructure Awards (Various), St. Louis - New Orleans - Milwaukee, 2014-2015
Leenhouts Memorial Scholar, Milwaukee, 2012
AIA Wisconsin Architecture Foundation Scholar - 2013

ENGAGEMENT

UC Berkeley, LA 202 Graduate Design Studio Teaching Assistant, Spring 2017
SF LGBT Center, Volunteer Referral Specialist for LGBT refugees, 2018-2019



KELING **NI**

LANDSCAPE DESIGNER

PROJECT ROLE: LANDSCAPE DESIGNER

Keling Ni is a landscape designer at WRT with a dedicated focus on creating compelling design narratives from conceptualization to implementation. With a passion for the life cycle of landscape design—from concept to detailed material selection and implementation—Keling is particularly interested in campus and urban park design projects that positively impact communities. Inspired by the transformation of spaces, she brings valuable experience from her work on significant projects in China like the Shanghai Xuhui Waterfront, Beijing Deloitte University Campus, and several urban renovation proposals. Presently, Keling is contributing to several implementation projects related to WRT's Mariposa Creek Parkway Master Plan, the Mountain View Parks Master Plan, and the Lawrence Berkeley National Laboratory (LBNL) Campus Master Plan. Her expertise is underpinned by a robust technical skill set, including proficiency in a full suite of modern landscape design softwares, and supported by her academic background with a Master of Landscape Architecture from the University of Pennsylvania and a Bachelor of Engineering in Architecture from Shanghai University. Keling's work reflects her deep commitment to creating designs that weave historical context with modern functionality, creating enriching environments for present and future generations.

PROJECT EXPERIENCE

Project Award +

Mariposa Creek Parkway Master Plan
Implementation Projects +
Mariposa, CA

Mountain View Parks Master Plan
Mountain View, CA

Lawrence Berkeley National Laboratory
Campus Master Plan
Berkeley, CA

Shanghai Xuhui Waterfront Parcel Project
Landscape Design
Shanghai, China

Beijing Deloitte University Campus Landscape Design
Beijing, China

Beijing Jinzhan Characteristic Features and Public Space - international Cooperation Zone (Proposals)
Beijing, China

Beijing Xingfa Cement Plot Renovation Project
Landscape Design
Beijing, China

Hongkong Land Beijing Lize Mix-use Project
Landscape Design (Proposals)
Beijing, China

**projects in italics completed prior to Keling joining WRT*

EDUCATION

University of Pennsylvania, *Master of Landscape Architecture*
Shanghai University, Architecture, *Bachelor of Engineering*

TECHNICAL SKILLS

Rhino, Lumion, Photoshop, Illustrator, InDesign, Lightroom, AutoCAD, ArcGIS, Google Earth Pro, Physical Modeling



Bridget Fithian
Executive Director

Bridget Fithian was born and raised in Mariposa where she developed her love of open spaces. Bridget has worked in land conservation at Sierra Foothill Conservancy since 2009 and in 2015 was selected as SFC's Executive Director. Since taking over as Executive Director, Fithian has doubled the operating budget of Sierra Foothill Conservancy and expanded land acquisition and engagement programming. She oversees over 50,000 acres of conserved lands specializing in creative solutions to achieve conservation goals and working landscape conservation.

Working with seemingly divergent communities from environmentalists to multi-generational cattle ranchers, to public utility districts, Bridget has helped conserve more than 30,000 acres in the central Sierra. Recent projects have established and expanded Mariposa's first publicly accessible preserve- adjacent to local schools and protecting the town's water resource, creating the largest private nature preserve in the Sierra Foothills, connecting 27,000 acres of conserved lands in the San Joaquin River Corridor, and participating in the first Sierra Meadow restoration GHG & carbon sequestration cohort.

Bridget serves as a board member for the California Council of Land Trusts, as Board President of the Sierra Cascade Land Trust Council where she founded and chairs the Policy Committee and serves as a liaison to Sacramento on Sierra Nevada issues. She is honored to be a member of the Land Trust Alliance Leadership & Excellence Program.

Bridget is a graduate of UC Santa Cruz. She lives in Mariposa with her husband and two daughters and enjoys a life filled with family and beautiful open spaces.

SIERRA·FOOTHILL
· CONSERVANCY ·

Michael Osborn, PE, LEED-AP

Principal Engineer



Experience

- ✓ Total Years of Experience: 23
- ✓ Years with Provost & Pritchard: 10

Education

- ✓ B.S. Civil Engineering, California Polytechnic State University, San Luis Obispo
- ✓ Caltrans Local Assistance Resident Engineer (RE) Academy, 2012

Registration/Certifications

- ✓ Civil Engineer, California #66022
- ✓ LEED-AP, 2009

Affiliations

- ✓ Leadership Santa Barbara County, Board of Directors
- ✓ Leadership Fresno, Class 31
- ✓ American Society of Civil Engineers (ASCE)

Areas of Expertise

- ✓ Site Grading Design
- ✓ ADA Site Accessibility Design & Assessment
- ✓ Asphalt Pavement Design, Assessment & Management
- ✓ Stormwater Quality & Quantity Management
- ✓ Hydrologic & Hydraulic Design of Storm Drainage and Sanitary Sewer Gravity Flow Systems and Basic Pressure Water Systems
- ✓ Street Design
- ✓ Lot Layout & Subdivision Design
- ✓ Institutional & Commercial Design

Professional Summary

Michael Osborn is a principal engineer at Provost & Pritchard. With over 20 years of engineering experience, Mr. Osborn has been involved in a variety of public works, residential and commercial development, and educational facility projects. His areas of expertise include site grading design, Americans with Disabilities Act (ADA) site accessibility design and assessment, stormwater management, storm drainage, sanitary sewer systems design, street design, and site development.

Relevant Experience

- **City Engineer, City of Mendota, California**
- **On-Call City Engineering Services, City of Dinuba, California, Project Manager**
- **Grading and Drainage Plan Check Services, City of Santa Clara, California, Plan Check Engineer**
- **Street Reconstruction of Various Streets, Mendota, California, Project Engineer and Construction Manager**
- **Mariposa Creek Phase III Implementation, County of Mariposa, California, Project Manager**
- **Mariposa Creek Phase IV Special Plan, County of Mariposa, California, Project Engineer**
- **Mariposa Gateways Enhancements, County of Mariposa, California, Project Engineer**
- **Packwood Creek Trail, City of Visalia, California, Project Manager**
- **Courthouse Park Transit Center Improvements Project, City of Fresno, California, Project Manager**
- **Mendota Elementary Pedestrian Improvement Project, Mendota, California, Project Engineer and Construction Manager**
- **Fulton Mall Reconstruction Project, City of Fresno, California, Project Engineer**
- **Tracts 5531 & 6124 - Centex Homes (now Pulte Group), Fresno, California, Project Manager**
- **Pervious Pavement Project Downtown Visalia Parking, Prop. 84, Visalia, California Project Manager**
- **Cultural Arts District Park, City of Fresno, California, Project Engineer**
- **ADA Assessment and Barrier Transition Plan, Community Regional Medical Center, Fresno, California, Project Engineer**

Bryan Bowers, PLS

Licensed Surveyor



Education

- ✓ B.S. Geomatics Engineering, California State University, Fresno

Registration/Certifications

- ✓ Professional Land Surveyor, California #8469

Areas of Expertise

- ✓ Topographic Surveys
- ✓ ALTA Surveys
- ✓ Boundary Surveys
- ✓ Geodetic & Conventional Control Surveys
- ✓ Construction Staking

Professional Summary

Bryan Bowers is a land surveyor at Provost & Pritchard with over 20 years of experience in the surveying field. He has been involved with the supervision, planning, and execution of geodetic and conventional control surveys, topographic surveys, subdivision mapping, boundary surveys, subsidence monitoring, UAV observation surveys, ALTA surveys, boundary analysis/legal descriptions and construction staking.

Relevant Experience

- **Rehabilitate Wawona Wastewater Treatment Facility, Yosemite National Park, California, Project Surveyor**
- **China Beach & Rodeo Beach Waste Water Rehabilitation Project, Golden Gate National Recreation Area, California, Survey Project Manager**
- **Water and Wastewater System Rehabilitation Project, Muir Woods National Monument, California, Project Surveyor**
- **Surveying Services for Awhahnee Hotel Component C Improvements, Yosemite National Park, California, Survey Project Manager**
- **Yosemite Institute Education Campus, Siegel & Strain Architects, Yosemite National Park, California, Project Surveyor**
- **El Portal Sanitary Sewer Rehabilitation Project, Holladay Engineering, El Portal, California, Survey Project Manager**
- **Environmental Services for the Greenleaf Orchards Ltd. Turnout and Pipeline, Madera County, California, Senior Environmental Planner**
- **Los Banos Creek Regulation and Storage Project and Proof of Concept Project, San Luis Water District, Merced County, California, Project Surveyor**
- **Melody Park Splash Park, City of Fresno, California, Survey Project Manager**
- **Rojas Pierce Park Expansion Project, City of Mendota, California, Project Surveyor**
- **Restore Visitor the Historic Point Reyes Lighthouse, Point Reyes National Seashore, California, Project Surveyor**
- **Gary R. Serrato Intertie Facility, Fresno Irrigation District, Fresno County, California, Project Surveyor**
- **South and Highland Basin, Consolidated Irrigation District, Fowler, California, Project Surveyor**
- **Raw Water Pipeline, City of Fresno, California, Project Surveyor**
- **Pipeline Replacement Project, Tranquillity Irrigation District, County of Fresno, California, Survey Project Manager**

ECORP Consulting, Inc.
ENVIRONMENTAL CONSULTANTS

Taraneh Emam, Ph.D.

Project Manager/Senior Conservation Biologist

Dr. Emam received her doctorate in Restoration Ecology from University of California, Davis, and has more than 12 years of experience working as an ecologists in California ecosystems, including eight years of experience as a consultant with ECORP. She leads the Rocklin Office's Conservation and Restoration Services, as well as an internal ECORP team that reviews and analyzes new regulations.

Education

Ph.D., Ecology (Restoration Emphasis), University of California, Davis, CA

B.A., Environmental Science, Mills College, Oakland, CA

Professional Experience

Replacement of Existing Ukiah California Conservation Corps Facility – California Real Estate Services Division (2020-Ongoing). Project Manager for a new CCC residential facility in Willits, California. Managed regulatory permitting, agency communication, and preparation of the onsite permittee-responsible mitigation proposal which includes wetland creation, riparian plantings, and preservation of North Coast semaphore grass populations (a state listed species). Coordinates permit compliance during construction, and mitigation related tasks.

North Vineyard Station Drainage Master Plan, Sacramento County – Sacramento County Department of Water Resources (2019-Ongoing). Senior Conservation Biologist providing technical services related to restoration of two re-aligned creeks within the North Vineyard Station Specific Plan Area. Worked with the County and County's engineers to revise the Project's Mitigation and Monitoring Plan, including selection of riparian, wetland, and upland planting palettes, monitoring methods and success criteria. Providing ongoing technical assistance.

On-Call Biological, Cultural, and Regulatory Tasks – County of Lassen (2018-Ongoing). Project Manager for multiple projects throughout Lassen County projects including public works infrastructure projects and remediation of the Robinson Canyon Wetland Mitigation Site. In addition to obtaining all permits (from USACE, RWQCB, and CDFW), Dr. Emam prepared riparian restoration plans for temporary impacts and manages the annual monitoring and reporting of restoration.

Yreka Creek Flood Hazard Reduction Project, Siskiyou County – City of Yreka (2017-Ongoing). The Yreka Creek Flood Hazard Reduction Project will improve flood control, enhance riparian habitat, and support salmonid habitat by widening the Yreka Creek channel, excavating adjacent floodplain areas, creating a braided channel system, and expanding the riparian corridor as well as creating a public greenway system. Dr. Emam acts as Project Manager leading preparation of regulatory permit applications and Mitigation Plans for two project phases, including use of streamlined permitting pathways under the state "Cutting the Green Tape" program, and coordination with USACE, NMFS, RWQCB, and CDFW.

ECORP Consulting, Inc.
ENVIRONMENTAL CONSULTANTS

Peter Balfour

Vice President/Principal Biologist

Mr. Balfour has more than 33 years of professional experience working with fauna and flora of various ecosystems throughout California. As Vice President and Principal Biologist for ECORP Consulting, Inc., his responsibilities include project management, technical interface with biological staff biological resource assessments, special-status species surveys, wetland delineations, impact assessments, mitigation habitat design, invertebrate and floristic identification, state and federal regulatory compliance, educational seminars, and agency liaison. He has conducted and participated in numerous biological resource investigations, peer reviews, jurisdictional wetland delineations and Sections 7 and 10 consultations for public and private sector clients throughout much of California. He regularly conducts assessments of project requirements pertaining to Federal Endangered Species Act and California Endangered Species Act and consults with both state and federal agencies (e.g., California Department of Fish and Wildlife [CDFW], U.S. Army Corps of Engineers [USACE] and the U.S. Fish and Wildlife Service [USFWS]) on threatened and endangered species issues.

He has extensive experience working with a variety of aquatic species. He has worked closely with various resource agencies over the years and served on species recovery teams led by the USFWS. He has also assisted the U.S. Environmental Protection Agency (USEPA)and other members of multi-agency steering committee during the early development of the California Rapid Assessment Method (CRAM). He also has served as a technical advisor to USACE related to delineations of irrigated lands and associated drainages. Over his career, he has developed excellent long-standing working relationships with federal, state, and local resource agencies.

Education

M.S., Biology; California State University, Sacramento

B.S., Zoology; University of California, Davis

Registrations, Certifications, Permits and Affiliations

- U.S. Fish and Wildlife Service, Identification/Collection of California Anostraca, Notostraca (wet season and dry season), California tiger salamander, California red-legged frog, and Giant garter snake: Permit No. 012973-13
- Scientific Collector's Permit (SCI-000108)
- Professional Wetland Scientist (Certificate No.426)- Society of Wetland Scientists

Professional Experience

California State Parks Resource Specialists Professional Services for Projects within California State Parks, Northern Service Center – California Department of Parks and Recreation (DPR)

ECORP Consulting, Inc.
ENVIRONMENTAL CONSULTANTS

Matt Trask

Senior Environmental Planner

Matt Trask has more than 35 years of wide-ranging experience as an analyst, researcher and project manager in the environmental field. He has managed and authored dozens of Environmental Impact Reports (EIRs) and Environmental Impact Statements (EISs) and other compliance documents under NEPA and CEQA, and permit applications under the Federal Clean Water Act. He is also experienced in managing large restoration projects for wetlands and terrestrial sites disturbed by project construction and/or operations, and for restoration projects conducted as compensatory mitigation of plant operations. Restoration projects include creek, river, bay, lagoon and other wetland sites, and prairie and desert sites.

Professional Experience

Scour Hole Environmental Studies, San Joaquin County – cbec Ecoengineering (2022). Mr. Trask is the Environmental Project Manager on a multi-faceted technical team tasked by the U.S. Bureau of Reclamation to reduce salmonid predation at a specific location (the "Scour Hole") on the lower San Joaquin River. ECORP is leading biological and cultural site investigations to characterize sensitive Action Area resources. ECORP is preparing an EIS to evaluate three action alternatives and the No Action alternative in compliance with NEPA. ECORP will assist Reclamation in permitting the Preferred Alternative, when identified.

Upper Truckee River Restoration Project, El Dorado County – California Department of Parks and Recreation and Tahoe Regional Planning Agency (TRPA) (2022 to present). Mr. Trask is managing the preparation of an EIR under CEQA and an EIS under TRPA's Compact and Code of Ordinances for this Project, which involves restoring a segment of the Upper Truckee River within the Lake Valley State Recreation Area (LVSRA) that was identified as the primary contributor to the reduction of clarity in Lake Tahoe. Work would include use of heavy equipment to move portions of a golf course within the LVSRA away from the river to allow restoration of historic meanders, with the goal of reducing flow velocity in the river and expanding its floodplain in order to reduce the flow of sediment into the river. The Project is high profile, especially with local residents concerned that the Project will result in increased traffic through local neighborhoods during and after construction. Mr. Trask also wrote the water quality/hydrology and geomorphology sections of the yet to be released EIR/EIS.

Comprehensive Management Plan and EIS for the Merced River as a Wild and Scenic River, Yosemite National Park – National Park Service (2000). Conducted visual resources, land use, and public services (Park Operations) analyses to determine the potential impacts in those areas resulting from implementing any of five alternatives for the Management Plan, as required by the Wild and Scenic Rivers Act and the National Park Organic Act. The work resulted in selection of the plan alternative that included removal of a dam within the Park, which required extensive restoration of the riverbanks and riverbed. Issues included balancing the preservation of traditional viewing places along the river of the granite features along the walls of the Yosemite Valley with the need to restore and preserve the wild state of the river and its banks.



WRT
478 Tehama Street, Suite 2B
San Francisco, CA 94103
adawson@wrtdesign.com
303.529.5820

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-355

MEETING: September 2, 2025

TO: The Board of Supervisors

FROM: Ryan Oliphant, Chief Probation Officer

RE: Approve First Amendment to Mobile Probation Services Center Grant; Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action Transferring Funds Within the Probation Department Budget ($11,586) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Authorize the Chief Probation Officer to Submit a First Amendment for Mobile Probation Services Grant Application; Authorize the Board of Supervisors Chair to Sign the First Amendment for the Mobile Grant Agreement (Subject to Approval as to Legal Form by County Counsel).

Assembly Bill 178 authorized the California Board of State Community Corrections (BSCC) to establish the Mobile Probation Service Centers Grant Program. Per the Bill, $20,000,000 was made available to fund a competitive grant program for county probation departments to establish mobile probation service centers. These grants shall allow county probation departments to purchase vehicles, equipment, telecommunications, and other technology needed to operate mobile probation service centers to assist probationers, particularly those individuals who are unhoused or at risk of becoming unhoused and struggling with meeting probation requirements.

Mariposa County Probation purchased a Mobile Probation Unit (2023 Thor Motor Coach) and telecommunications with the grant funding. The unit has aided the department in making connections with the unhoused and at-risk clients in rural areas of Mariposa County. The unit has the capability of drug testing, electronic monitoring, and mobile services for Court appearances and meetings. Officers will have designated contact locations with clients biweekly. The unit has been utilized in conjunction with community partners and care providers. The ability to bring these services to clients has helped to address critical needs in probation compliance and assist in the rehabilitation of our at-risk population.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Mariposa County has received several BSCC grants to support probation programs,

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Probation Department would lose the remaining fund balance, potentially inhibiting the department's ability to provide services to the at-risk probation population.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Mariposa MPSC Amendment 1 383-22**
2. **First Amendment to Agreement for Mobile Probation Servies Center Grant**
3. **RES 23-250 Probation Mobile Grant 5-10-23**
4. **BAF -3627 Budget for FY 25-26**

VOTE RESULT

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

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES

SCO ID: **5227-BSCC383-22-A1**

STANDARD AGREEMENT

STD 213A (Rev. 07/2019)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchase Authority Number
BSCC 383-22	**1**	BSCC-5227

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

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR NAME

Mariposa County Probation Department

2. The term of this Agreement is:

START DATE

May 1, 2023

THROUGH END DATE

September 30, 2027

3. The maximum amount of this Agreement after this Amendment is:

$131,888.00

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

This amendment adds one year to the Purchase Period of the grant agreement. The new Purchase Period end date is March 15, 2026

Exhibit B: Budget Detail and Payment Provisions is amended by replacing the prior Exhibit B, Item 1. Statement of Expenditures and Payments with the attached Exhibit B, Item 1. Invoicing and Payments.

All other terms and conditions shall remain the same**.**

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

CONTRACTOR

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

County of Mariposa- Mariposa County Probation

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
5091 Bullion St	**Mariposa**	**CA**	**95338**

PRINTED NAME OF PERSON SIGNING	TITLE
Rosemarie Smallcombe	**Chair, Board of Supervisors**

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
✍	

CONTRACTING AGENCY

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2590 Venture Oaks Way, Ste 200	Sacramento	CA	95833

PRINTED NAME OF PERSON SIGNING	TITLE
Colleen Curtin	Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
✍	

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL: EXEMPT PER SCM, VOLUME 1, CH. 4.06

EXHIBIT B: BUDGET AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENTS

A. The Grantee shall be paid quarterly in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the invoicing period.

Project Invoicing Periods	Invoice Due Date
1. May 1, 2023 to June 30, 2023	August 15, 2023
2. July 1, 2023 to September 30, 2023	November 15, 2023
3. October 1, 2023 to December 31, 2023	February 15, 2024
4. January 1, 2024 to March 31, 2024	May 15, 2024
5. April 1, 2024 to June 30, 2024	August 15, 2024
6. July 1, 2024 to September 30, 2024	November 15, 2024
7. October 1, 2024 to December 31, 2024	February 15, 2025
8. January 1, 2025 to March 15, 2025	April 30, 2025
9. March 16, 2025 to June 30, 2025	August 15, 2025
10. July 1, 2025 to September 30, 2025	November 15, 2025
11. October 1, 2025 to December 31, 2025	February 15, 2026
Final Local Evaluation Invoice Period	
12. January 1, 2026 to March 15, 2026	April 30, 2026

B. All project expenses must be incurred by the end of the purchase period, March 15, 2026, and included on the final invoice due April 30, 2026. Project expenditures incurred after March 15, 2026 will not be reimbursed.

C. Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.

D. Upon the BSCC's request, supporting documentation must be submitted for project expenditures. Grantees are required to maintain supporting documentation for all expenditures on the project site for the life of the grant and make it readily available for review during BSCC site visits. See Exhibit A. Scope of Work, Item 6. Project Records.

FIRST AMENDMENT TO AGREEMENT FOR MOBILE PROBATION SERVICES CENTER GRANT

THIS FIRST AMENDMENT TO AGREEMENT FOR MOBILE SERVICES CENTER GRANT, is made and entered into this 2nd day of September 2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Board of State and Community Corrections, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated May 1, 2023, wherein Contractor agreed to provide grant funding; and

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

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 Purchase Period of the Grant Agreement to March 15, 2026.

.

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

COUNTY OF MARIPOSA

Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR

Coleen Curtin, Deputy Director
Board of State and Community Corrections

APPROVED AS TO LEGAL FORM:

Walter Wall
County Counsel

DocuSign Envelope ID: 78952CB7-08B5-4AF1-A1BD-3E42BEAD1076

MARIPOSA COUNTY

Probation · (209) 966 3612

RESOLUTION - ACTION REQUESTED 2023-250

MEETING: May 9, 2023

TO: The Board of Supervisors

FROM: Pete Judy, Chief Probation Officer

RE: Mobile Probation Services Center Grant

RECOMMENDATION AND JUSTIFICATION:
Authorize the Chief Probation Officer to Submit a Mobile Probation Services Grant Application; Authorize the Board of Supervisor Chair to Sign the Grant Agreement for $131,888 and Any Supporting Documents Necessary to Secure This Grant Award (Subject to Approval as to Legal Form by County Counsel); and Approve Budget Action Recognizing Unanticipated Revenue in the Probation Budget ($131,888).

Assembly Bill 178 authorized the California Board of State Community Corrections (BSCC) to establish the Mobile Probation Service Centers Grant Program. Per the Bill, $20,000,000 was made available to fund a competitive grant program for county probation departments to establish mobile probation service centers. These grants shall allow county probation departments to purchase vehicles, equipment, telecommunications, and other technology needed to operate mobile probation service centers to assist probationers, particularly those individuals who are unhoused or at risk of becoming unhoused and struggling with meeting probation requirements.

Mariposa County Probation intends on purchasing a Mobile Probation Unit (2023 Thor Motor Coach) and telecommunications with the grant funding. The unit will aid the department in making connections with the unhoused and at-risk clients in rural areas of Mariposa County. The unit will have the capability of drug testing, electronic monitoring, mobile services for Court appearances and meetings. Officers will have designated contact locations with clients biweekly. The unit will also be utilized in conjunction with community partners and care providers. The ability to bring these services to clients will help address critical needs in probation compliance and assist in rehabilitation of our at-risk population.

This is a reimbursement grant and no matching funds are necessary.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Mariposa County has received several BSCC grants to support probation programs.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Probation Department would not be able to purchase a Mobile Probation Unit and would not be able to bring services to the at-risk probation population.

FINANCIAL IMPACT:

REF ID# 14035

DocuSign Envelope ID: 78952CB7-08B5-4AF1-A1BD-3E42BEAD1076

There is no impact to the budget as no matching funds are required.

ATTACHMENTS:
Signed 23-26 MPSC - Grant Agreement - Mariposa County Probation Department BSCC383-22(PDF)
Budget Action - Mobile Grant (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Danette Toso, District III Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

DocuSign Envelope ID: 78952CB7-08B5-4AF1-A1BD-3E42BEAD1076

STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES | SCO ID:5227-BSCC383-22

STANDARD AGREEMENT
STD 213 (Rev 03/2019)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
BSCC 383- 22	BSCC-5227

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

CONTRACTING AGENCY NAME
BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR NAME
Mariposa County Probation Department

2. The term of this Agreement is:

START DATE
MAY 1, 2023

THROUGH END DATE
SEPTEMBER 30, 2027

3. The maximum amount of this Agreement is:
$131,888.00

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	5
Attachment 1*	Mobile Probation Service Centers Grant Program Request for Proposal	*
Attachment 2	Mobile Probation Service Centers Grant Program Grant Proposal	14
Appendix A	Mobile Probation Service Centers Grant Program Scoring Panel Roster	1

** This item is hereby incorporated by reference and can be viewed at: https://www.bscc.ca.gov/mobile-probation-service-centers-grant-program/*

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

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
5100 Bullion Street	Mariposa	CA	95338

PRINTED NAME OF PERSON SIGNING	TITLE
Miles Menetrey,	Chair of the Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE
DocuSigned by:
Miles S Menetrey
B43EC70C19BE446...

DATE SIGNED
5/10/2023 | 10:47 AM PDT

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2590 Venture Oaks Way, Suite 200	Sacramento	CA	95833

PRINTED NAME OF PERSON SIGNING	TITLE
RICARDO GOODRIDGE	Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL: EXEMPT PER SCM, VOLUME 1, CH. 4.06

Approved as to Legal Form:
DocuSigned by:
Steve Dahlem
F6A416F06B394BF...
Steven W. Dahlem
County Counsel

DocuSign Envelope ID: 78952CB7-08B5-4AF1-A1BD-3E42BEAD1076

EXHIBIT A: SCOPE OF WORK

1. GRANT AGREEMENT – Mobile Probation Service Centers Grant Program

This Grant Agreement is between the State of California, Board of State and Community Corrections (hereafter referred to as BSCC) and Mariposa County Probation Department (hereafter referred to as the Grantee).

2. PROJECT SUMMARY AND ADMINISTRATION

A. The Mobile Probation Service Centers Grant Program was established in the State Budget Act of 2022 (Assembly Bill 178, Chapter 43, Statutes of 2022). Mobile Probation Service Centers Grant Program funds must be used to purchase vehicles, equipment, telecommunications, and other technology needed to operate mobile probation service centers to assist probationers, particularly those individuals who are unhoused and struggling with meeting probation requirements.

B. Grantee agrees to administer the project in accordance with Attachment 1: Mobile Probation Service Centers Grant Program Request for Proposals (incorporated by reference) and Attachment 2: Mobile Probation Service Centers Grant Program Grant Proposal, which is attached and hereto and made part of this agreement.

3. PROJECT OFFICIALS

A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or regarding the interpretation, performance, or payment for work performed under this Grant Agreement.

B. The Grantee's project officials shall be those identified as follows:

Authorized Officer with legal authority to sign:
Name: Ryan Oliphant
Title: Assistant Chief Probation Officer
Address: 5091 Bullion St, Mariposa CA 95338
Phone: (209) 742-1290
Email: roliphant@mariposacounty.org

Designated Financial Officer authorized to receive warrants:
Name: Carla Shelton
Title: Executive Assistant
Address: 5091 Bullion St, Mariposa CA 95338
Phone: (209) 742-1285
Email: cshelton@mariposacounty.org

Project Director authorized to administer the project:
Name: Ryan Oliphant
Title: Assistant Chief Probation Officer
Address: 5091 Bullion St, Mariposa CA 95338
Phone: (209) 742-1290
Email: roliphant@mariposacounty.org

DocuSign Envelope ID: 78952CB7-08B5-4AF1-A1BD-3E42BEAD1076

EXHIBIT A: SCOPE OF WORK

C. Either party may change its project representatives upon written notice to the other party.

D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.

4. DATA COLLECTION

Grantees will be required to comply with all data collection and reporting requirements as described in Attachment 1: Mobile Probation Service Centers Grant Program Request for Proposals and Attachment 2: Mobile Probation Service Centers Grant Program Grant Proposal.

5. REPORTING REQUIREMENTS

A. Grantees will submit three (3) annual progress reports and one (1) end of project report to the BSCC. These reports, which will describe progress made on program objectives and include required data, shall be submitted according to the following schedule:

Annual Progress Report Periods:	**Due no later than:**
1. May 1, 2023 to June 30, 2024	August 15, 2024
2. July 1, 2024 to June 30, 2025	August 15, 2025
3. July 1, 2025 to June 30, 2026	August 15, 2026

Other:	**Due no later than:**
4. End of Project Report	September 30, 2027

Grantees that are unable to demonstrate that they are making sufficient progress toward project goals and objectives and show that funds are being spent in accordance with the Grant Agreement could be subject to a withholding of funds.

6. PROJECT RECORDS

A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records and required reports.

B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records, and narrative reports.

C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also required for all subcontractors and consultants.

D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.

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EXHIBIT A: SCOPE OF WORK

E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.

F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

7. CONFLICT OF INTEREST

A. Existing law prohibits any grantee, subgrantee, partner or like party who participated on the Mobile Probation Service Centers Grant Program Scoring Panel from receiving funds awarded under the Mobile Probation Service Centers Grant Program RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the Mobile Probation Service Centers Grant Program Scoring Panel roster (*Appendix A*) and ensuring that no grant dollars are passed through to any entity represented by the members of the Mobile Probation Service Centers Grant Program Scoring Panel.

B. In cases of an actual conflict of interest with a Scoring Panel member, the Board may revoke the grant award and legal consequences could exist for the parties involved, including, but not limited to, repayment of the grant award.

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EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

A. The Grantee shall be paid quarterly in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the invoicing period.

Quarterly Invoicing Periods:	**Due no later than:**
1. May 1, 2023 to June 30, 2023	August 15, 2023
2. July 1, 2023 to September 30, 2023	November 15, 2023
3. October 1, 2023 to December 31, 2023	February 15, 2024
4. January 1, 2024 to March 31, 2024	May 15, 2024
5. April 1, 2024 to June 30, 2024	August 15, 2024
6. July 1, 2024 to September 30, 2024	November 15, 2024
7. October 1, 2024 to December 31, 2024	February 14, 2025
Final Invoicing Period:	**Due no later than:**
8. January 1, 2025 to March 15, 2025*	April 30, 2025

**Note: No new expenses may be incurred after March 15, 2025.*

B. All project expenses must be incurred by the end of the purchase period, March 15, 2025, and included on the final invoice due April 30, 2025. Project expenditures incurred after March 15, 2025 will not be reimbursed.

C. Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.

D. Upon the BSCC's request, supporting documentation must be submitted for project expenditures. Grantees are required to maintain supporting documentation for all expenditures on the project site for the life of the grant and make it readily available for review during BSCC site visits. See Exhibit A. Scope of Work, Item 6. Project Records.

2. GRANT AMOUNT AND LIMITATION

A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC, and the State of California on account of project costs that may exceed the sum of the grant award.

B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement. In no event shall changes be authorized for the Administrative Salaries and Benefits line item that would result in that item exceeding ten percent (10%) of the grant award.

3. BUDGET CONTINGENCY CLAUSE

A. This grant agreement is valid through Grant name funding generated from the General Fund. The Grantee agrees that the BSCC's obligation to pay any sum to the grantee under any provision of this agreement is contingent upon the availability of sufficient funding granted through the passage of Assembly Bill 178 (Chapter 43, Statutes of 2022), also known as the California Budget Act of 2022. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does

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EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

not appropriate sufficient funds for the program, this Grant Agreement shall be of no further force and effect. In this event, the BSCC 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 perform any provisions of this Grant Agreement.

B. If Mobile Probation Service Centers funding is reduced or falls below estimates contained within the Mobile Probation Service Centers Request for Proposals, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.

C. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC 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 perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

4. PROJECT COSTS

A. The Grantee agrees to comply with the BSCC Grant Administration Guide requirements as posted on the BSCC website (currently the BSCC Grant Administration Guide July 2020) including any updated version that may be posted during term of the grant agreement. BSCC will notify grantees whenever an updated version is posted. The BSCC Grant Administration Guide is available at:
https://www.bscc.ca.gov/s_correctionsplanningandprograms/

B. The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.

C. Grantee is responsible for ensuring that statements of expenditures submitted to the BSCC claim actual expenditures for eligible project costs.

D. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.

E. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

5. 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.

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EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

6. WITHHOLDING OF GRANT DISBURSEMENTS

A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.

B. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC may withhold that amount as security, to be released to the Grantee upon compliance with all grant provisions, including:

1) submittal and approval of the final invoice;
2) submittal and approval of the final progress report; and

C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.

D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

7. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

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EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

8. PROJECT BUDGET

Budget Line Items	Grant Funds
1. Services and Supplies	$29,820
2. Professional Services or Public Agency Subcontracts	$0
3. Equipment/Fixed Assets	$98,018
4. Other (Travel, Training, etc.)	$4,050
TOTALS	$131,888

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EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor 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, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold 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 performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement. This obligation shall survive any termination of this agreement.

6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

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EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract'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 discriminate unlawfully 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. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

    Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 (https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language) are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

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EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

12. **TIMELINESS:** Time is of the essence in this Agreement.

13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

    A. The Government Code Chapter on Antitrust claims contains the following definitions:

        1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

        2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

    B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

    C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

    D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. **CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

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EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

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

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

17. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. **PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. **SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Gov. Code § 14841.)

B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. **LOSS LEADER:** If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

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EXHIBIT D: SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC is solely for the purpose of proper administration of grant funds, and shall not be deemed to relieve or restrict the Grantee's responsibility.

B. Grantee is responsible for the performance of all project activities identified in Attachment 1: Mobile Probation Service Centers Grant Program Request for Proposals and Attachment 2: Mobile Probation Service Centers Grant Program Grant Proposal.

C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

2. GRANTEE ASSURANCES AND COMMITMENTS

A. Compliance with Laws and Regulations

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.

B. Fulfillment of Assurances and Declarations

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: Mobile Probation Service Centers Grant Program Request for Proposals and Attachment 2: Mobile Probation Service Centers Grant Program Grant Proposal, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

C. Permits and Licenses

Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

3. POTENTIAL SUBCONTRACTORS

A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.

B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

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EXHIBIT D: SPECIAL TERMS AND CONDITIONS

C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the ARG Rehabilitation of Existing Property or Building Project RFP and described in Appendix B.

D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.

E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement, and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

2) Access to Books and Records

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

4. PROJECT ACCESS

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant of the project.

5. ACCOUNTING AND AUDIT REQUIREMENTS

A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.

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EXHIBIT D: SPECIAL TERMS AND CONDITIONS

B. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.

6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to grantees that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

All Grantees must have on file with the BSCC a completed and signed Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Required as Appendix E of the original Proposal Package).

7. MODIFICATIONS

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in the Attachment 1: Mobile Probation Service Centers Grant Program Request for Proposals and Attachment 2: Mobile Probation Service Centers Grant Program Grant Proposal. Changes shall not be implemented by the project until authorized by the BSCC.

8. TERMINATION

A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a

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EXHIBIT D: SPECIAL TERMS AND CONDITIONS

material and substantial breach of this Grant Agreement. Such action or inaction includes but is not limited to:

1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: Mobile Probation Service Centers Grant Program Request for Proposals and Attachment 2: Mobile Probation Service Centers Grant Program Grant Proposal, or approved modifications;
3) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.

B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 9. Settlement of Disputes.

9. SETTLEMENT OF DISPUTES

A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Grant Programs Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The BSCC Corrections Planning and Grant Programs Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30-day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.

B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.

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EXHIBIT D: SPECIAL TERMS AND CONDITIONS

C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

10. UNION ACTIVITIES

For all agreements, except fixed price contracts of $50,000 or less, the Grantee acknowledges that applicability of Government Code §§16654 through 16649 to this Grant Agreement and agrees to the following:

A. No State funds received under the Grant Agreement will be used to assist, promote or deter union organizing.

B. Grantee will not, for any business conducted under the Grant Agreement, use any State property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the State property is equally available to the general public for holding meetings.

C. If Grantee incurs costs or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and that Grantee shall provide those records to the Attorney General upon request.

11. WAIVER

The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

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Title

Mariposa County Probation Department

01/06/2023

id. 34755888

by **Ryan Oliphant** in **Mobile Probation Service Centers Grant Program Application**

roliphant@mariposacounty.org

Original Submission

01/06/2023

	The Mobile Probation Service Centers Grant Program Application is divided into four sections as identified below: Background Information Contact Information Proposal Narrative and Budget Mandatory Attachments Each section has a series of questions that require a response. Applicants will be prompted to provide written text, select options from a drop down menu, select options from a multiple choice menu, or upload attachments. Questions with a red asterisk require responses. Applicants will not be able to submit the application until all questions with a red asterisk have been completed. Applicants may reference the Mobile Probation Service Centers Grant Program Instruction Packet for background information, key dates, rating factors, and other important information to aid in the completion of the Grant Program Application. The Instruction Packet is available on the BSCC website. NOTE: Applicants may start and stop their application but must select "Save Draft" at the bottom of the application before existing.
SECTION I - BACKGROUND INFORMATION	**This section requests information about the project name and location, federal identification, funding requested, and an overview of the project.**
Name of Applicant	**Mariposa County Probation Department**
Applicant's Physical Address	**5091 Bullion St** **Mariposa** **CA** **95338** **US**
Applicant's Mailing Address (If different than physical address)	**PO Box 76, Mariposa, CA 95338**
Mailing Address for Payment	**PO Box 76** **Mariposa** **CA** **95338** **US**

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Tax Identification Number	**94-6000880**
Grant Funds Requested	**131888.0**
Project Title	**Mariposa County Probation Mobile Services Center**
Proposal Summary	**Mariposa County Probation will purchase a new motor coach to serve as a one-stop services and outreach vehicle. The unit will aid the department in making connections with unhoused and at-risk clients in rural areas of Mariposa County. The unit will have the capability of providing supportive services and remote court appearances and meetings. Officers will have designated contact locations with clients biweekly. The unit will be utilized in conjunction with community partners and care providers. The ability to bring these services to clients will help address critical needs in probation compliance and assist those who lack the ability to reach services.**
SECTION II - CONTACT INFORMATION	**This section requests contact information for the individuals identified as the Project Director, Financial Officer, Day-to-Day Project Contact, Day-to-Day Fiscal Contact, and the Authorized Signature.**
Project Director	**Ryan** **Oliphant**
Project Director's Title with Agency/Department/Organization	**Assistant Chief Probation Officer/Mariposa County Probation**
Project Director's Physical Address	**5091 Bullion St** **Mariposa** **CA** **95338** **US**
Project Director's Email Address	**roliphant@mariposacounty.org**
Project Director's Phone Number	**+12097421290**
Financial Officer	**Carla** **Shelton**
Financial Officer's Title with Agency/Department/Organization	**Executive Assistant**
Financial Officer's Physical Address	**5091 Bullion St** **Mariposa** **CA** **95338** **US**

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Financial Officer's Email Address	**cshelton@mariposacounty.org**
Financial Officer's Phone Number	**+12097421285**
Day-To-Day Program Contact	**Tim** **Bennett**
Day-To-Day Program Contact's Title with Agency/Department/Organization	**Deputy Probation Officer III**
Day-To-Day Program Contact's Physical Address	**5091 Bullion St** **Mariposa** **CA** **95338** **US**
Day-To-Day Program Contact's Email Address	**tbennett@mariposacounty.org**
Day-To-Day Program Contact's Phone Number	**+12097421287**
Day-To-Day Fiscal Contact	**Carla** **Shelton**
Day-To-Day Fiscal Contact's Title with Agency/Department/Organization	**Executive Assistant**
Day-To-Day Fiscal Contact's Physical Address	**5091 Bullion St** **Mariposa** **CA** **95338** **US**
Day-To-Day Fiscal Contact's Email Address	**cshelton@mariposacounty.org**
Day-To-Day Fiscal Contact's Phone Number	**+12097421285**
Name of Authorized Officer	**Ryan** **Oliphant**
Authorized Officer's Title with Agency/Department/Organization	**Assistant Chief Probation Officer / Mariposa County Probation**

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Authorized Officer's Physical Address	**5091 Bullion St** **Mariposa** **CA** **95338** **US**
Authorized Officer's Email Address	**roliphant@mariposacounty.org**
Authorized Officer's Phone Number	**+12097421290**
Authorized Officer Assurances	**checked**
SECTION III - PROPOSAL NARRATIVE AND BUDGET	**This section requests responses to the Rating Factors identified in the the Mobile Probation Service Centers Grant Program Application Instruction Packet.**
Proposal Narrative Instructions	**The Proposal Narrative must address the project's Need, Equipment, and Implementation Rating Factors as described in the Instruction Packet (Pages 13-17). A separate narrative response is required for each Rating Factor as described below: The Need narrative may not may not exceed 2,237 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately 1 (one) page in Arial 12-point font with one-inch margins on all four sides and at 1.5-line spacing. The Equipment narrative may not may not exceed 4,474 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately 2 (two) pages in Arial 12-point font with one-inch margins on all four sides and at 1.5-line spacing. The Implementation narrative may not may not exceed 4,474 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately 2 (two) pages in Arial 12-point font with one-inch margins on all four sides and at 1.5-line spacing. A character counter is automatically enabled that shows the number of characters used and the remaining number of characters before the limit for each response met. If the limit is exceeded, a red prompt will appear with the message "You have exceeded the character limit". Applicants will be prohibited from submitting the Mobile Probation Service Centers Grant Program Application until they comply with the character limit requirements. NOTE: It is up to the applicant to determine how to use the total word limit in addressing each section, however as a guide, the percent of total point value for each section is provided in the Instruction Packet (Page 13).**

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Need	**Mariposa is located in the foothills of the Sierra Nevada Mountains in central California and is home to approximately 17,500 residents, making it the sixth smallest county in the state. Mariposa's landscape encompasses approximately 1,450 square miles. The sparse population of the county in relation to its geographic size results in considerable social isolation and difficulty in accessing services. The isolation of the county's residents creates an environment ripe for depression, anxiety, substance abuse and other behavioral health issues.** **County services, including Behavioral Health, Substance Use Treatment, Probation Department, Sheriff's Department, Hospital, and Superior Court are all located in the county seat of Mariposa. Mariposa has no public transportation for residents in remote areas of the county such as Coulterville and Greeley Hill which are over 30 miles away from the town of Mariposa.** **In 2015, Mariposa County completed a five-year strategic plan to address the unhoused population. This plan was last updated in 2021 and reflected data from 2019. The 2019 point in time (PIT) unhoused count was 86 residents. This was a 156% increase from the 2017 PIT count. Mariposa Probation actively provides supervision to approximately 350 offenders. Roughly 30% of the probation population is either unhoused or at risk of becoming unhoused.** **It has always been a challenge to develop practical options to provide appropriate services for probationers who reside in remote areas of the county. Many probationers find it impossible to comply with court orders due to these challenges. A Mobile Probation Services Unit would make it possible to take supervision services to remote areas of the county where housed and unhoused probationers are living. A mobile unit will provide a climate-controlled environment where officers can safely and securely meet regularly with clients all year round. The mobile unit will also allow Probation to provide access to video conferencing so clients can attend court hearings, service-related appointments and contact other providers as needed. A mobile unit will help officers provide vital services that support the rehabilitation of all clients throughout the county.**
Equipment	**The Mariposa County Probation department will purchase a single, 2023 Dodge Thor Motor Coach Scope 18M-S, to implement mobile probation services in Mariposa County, which spans over 1,450 square miles. The department does not have any vehicles that can be utilized as a Mobile Probation Services Unit. The mobile unit will be equipped with a wet bath (used for drug testing), a micro kitchenette (used for food prep for clients and staff in the field), seating for up to six people, a swivel table, cabinet storage, solar panels, handheld metal detector, heating and air conditioning, generator, and an outside awning. The solar panels and generator will be used to provide the energy necessary to operate the mobile office while it is parked and receiving clients. Data connectivity will be provided by a secure internet or satellite service to ensure confidentially for clients.**

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The storage compartments will have locks to safely secure items stored in the mobile unit. The metal detector, locked cabinets and seating locations within the unit will ensure the safety and security of clients and officers.

The motor coach will not require drivers to obtain a special license to operate it. The motor coach is 18 feet in length, and the exterior height is 9 feet, 6 inches. The vehicle's size is easily maneuverable and fits in an average size parking stall. Personnel will be given an orientation on how to operate the unit safely on the road, and while it is parked and in use as a probation office. The motor coach will be maintained by the Mariposa County Fleet Services Department, and fuel will be purchased at a local cardlock fueling station.

Additional items necessary for the unit to be fully operational as a mobile unit will include the following:

- One emergency communication radio – to allow communication with other officers and law enforcement agencies.
- Three noise canceling headphones, one microphone, one web camera, and one monitor – which will be used by clients so they can participate in video conferencing calls, including court hearings and service provider appointments.
- Two laptop computers and one printer – These items will give the officers the ability to access electronic probation files and print documents. Under supervision, the computer may also be used by probationers to communicate with other case managers and service providers.
- Audio and video cables – to connect the equipment to other devices and internet services.
- Mariposa County Probation Department motor coach decals to clearly identify the mobile unit as a community outreach vehicle.
- First aid kit and supplies – to enable the probation officer to provide first aid to clients or others within their scope of first aid training.
- Cleaning supplies to keep the mobile unit clean and sanitized.

Remote areas of our county do not have adequate or available office space for rent. This is an issue for every county agency that provides community services. The fully equipped motor coach will make the Mobile Probation Services Unit a functioning mobile office and give unhoused and at-risk clients the opportunity to access services that are difficult to access in our mountainous, rural area. The probation officer will be able to take services to probationers where they reside and to areas of the county that have been underserved. It will be most efficient for the officer to have accessibility to the equipment and files used during day to day contact with clients while in the field. The ability to access the department's case management system to retrieve client information and complete case notes while in the field will improve the fidelity of the data and information entered by allowing the officer to immediately input notes and update information instead of waiting until the officer's return to the office to complete these tasks. Most importantly, the ability to meet at-risk clients where they reside will give clients access to services that

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have previously been inaccessible and provide them a better chance at successfully completing their term of probation.

Implementation

Mariposa County Probation Department will use the motor coach to provide probation services to the target population in remote regions of Mariposa County. The most remote areas include Yosemite Valley, Coulterville, Greeley Hill, Lake Don Pedro, Fish Camp and Buck Meadows. These communities are located over 40 miles away, takes 45 minutes to over an hour to reach and roadways are often steep and very winding.

The target population for this mobile program will include unhoused probationers and probationers at risk of becoming unhoused. Since many probationers are at risk of becoming unhoused, a mobile unit will allow officers to provide services that can support these individuals in maintaining their current housing. The mobile unit will be equipped with technology that will be utilized to connect the client to court hearings, video conferencing calls with Behavioral Health, Human Services and substance use counselors. Probation Officers will be able to conduct face-to-face contacts with probationers who struggle to comply with court mandates due to lack of transportation, shelter, and the remoteness of their locations.

In 2021, Mariposa County updated their homeless strategic plan and reported a point in time count of 86 unhoused individuals in 2019. Probation provides supervision services to many individuals who are part of this population. Roughly 30% of probation clients are unhoused or at risk of becoming unhoused. Through direct contact with these clients, officers hope to be proactive in assisting clients in achieving their goals. It is anticipated that the net effect of providing services in these remote locations will reduce the traumatic effect of homelessness and have a compound effect on the overall community.

Probation will partner with Health and Human Services, Heritage House and other community-based providers to connect clients directly with services. Heritage House is a local direct care provider that distributes meals, personal necessities and counseling services to the target population. Probation can help clients establish partnerships with these providers with video conferencing calls or direct contact, and help bridge the gap between clients and service providers.

Probation will track the number of drug tests collected, court appearances completed, meetings with providers, and face-to-face officer contacts. Probation will compare these statistics with pre-mobile unit statistics to determine overall reductions in technical violations due to client's failure to make scheduled appointments. Probation will also track the reduction, if any, in the unhoused population who are involved with Probation.

The implementation of the Mobile Probation Services vehicle will have the following goals:

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1. Bi-weekly contact between probationer and probation officer in areas where probationers reside, including the housed, unhoused and at risk population. The objective is to establish a regular schedule and location for probation contacts to occur; and develop criteria and protocols that will support clients in completing their court mandates.
2. Facilitate appointments with county services, court, and care providers. This will reduce failures to appear for court hearings and missed appointments with service providers. The objective is to help clients comply with the conditions of their probation and reduce barriers between clients and rehabilitative services.
3. Conduct regular field drug testing and monitoring services. The objective is to create accountability for probationers who have substance use issues. The mobile unit will allow Probation to provide services to clients formerly unsupervised or underserved, improving safety for the client, community and victims.
4. The final goal is to provide access for urgent needs and referrals. By teaming up with care providers, meals, toiletries and incentive vouchers for goods and services can reach the hands of those in need where they reside. Referrals for housing services and other conditions of probation ordered by the Court can be issued quickly to prevent technical violations of Probation.

These goals, objectives and activities will be implemented by deputy probation officers in collaboration with other partners mentioned above. By the time the fully equipped motor coach is received, the department will have completed the community partners' Memorandums of Understanding and protocols for the Mobile Probation Services program.

Budget Instructions

Applicants are required to submit a Proposal Budget and Budget Narrative (Budget Attachment). Upon submission the Budget Attachment will become Section 4: Budget (Budget Tables & Narrative) making up part of the official proposal. The Budget Attachment must be filled out completely and accurately. Applicants are solely responsible for the accuracy and completeness of the information entered in the Proposal Budget and Budget Narrative. The Proposal Budget must cover the entire grant period. For additional guidance related to grant budgets, refer to the BSCC Grant Administration Guide. The Budget Attachment is provided as a stand-alone document on the BSCC website.

Budget Attachment

Mobile-Probation-Service-Centers-Budget-Attachment.-Final_1.xlsx

SECTION IV - MANDATORY ATTACHMENTS

This section list the attachments that are required at the time of submission. Project Work Plan (Appendix B) Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement (Appendix F)

Project Work Plan (Appendix B)

Project-Work-Plan_4.docx

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Certification of Compliance with BSCC Polices On Debarment, Fraud, Theft, and Embezzlement (Appendix F)

Appendix_F_Certification_of_Compliance_with_BSCC_-_Signed.pdf

OPTIONAL: Governing Board Resolution	n/a
OPTIONAL: Bibliography	n/a
CONFIDENTIALITY NOTICE:	**All documents submitted as a part of the Mobile Probation Service Centers Grant Program proposal are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, § 6250 et seq.)**

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Appendix B: Project Work Plan

This Project Work Plan identifies measurable goals and objectives, activities and services, the responsible parties, and a timeline. Completed plans should (1) identify the project's top goals and objectives; (2) identify how the top goals will be achieved in terms of the activities, responsible staff/partners, and start and end dates; and (3) provide goals and objectives with a clear relationship to the need and intent of the grant. Please provide a project workplan in the below fields.

(1) Goal:	Bi-Weekly contacts with unhoused, (or at risk of being unhoused) probationers in remote locations or camps.		
Objectives (A., B., etc.)	A. Establish regular contact days to increase contacts. B. Establish contact locations and easily accessible meeting areas. C. Establish criteria/ protocols for these contacts.		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
1. Choose days for each location 2. Secure locations and agreements for locations 3. Develop search, and meeting standards	DPO III in charge of operations and Probation Officers assigned to the meetings.	05/01/2023 05/01/2023 05/01/2023	06/01/2023 06/01/2023 Ongoing

(2) Goal:	Facilitate appointments with County Services and the Court		
Objectives (A., B., etc.)	A. Reduce failures to appear for pending Court hearings. B. Connect clients with service using satellite technology. C. Assist clients in developing and completing case plans		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
1. Contact Court establish hearings for clients 2. Meet with allied agencies to set up links for contacts. 3. Set up digital access for management system	DPO III in charge of operations and Probation Officers assigned to specific clients.	05/01/2023 07/01/2023 05/01/2023	08/01/2023 08/01/2023 06/01/2023

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(3) Goal:	Conduct drug testing and electronic monitoring and SCRAM maintenance		
Objectives (A., B., etc.)	A. Create accountability for clients with drug and alcohol terms. B. Assist in the ability to comply with terms imposed by the Court. C. Assist in providing safety for clients/community and victims.		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
1. Set testing protocols 2. Create SCRAM and EM equipment area in unit. 3. Have computer access to assess status and compliance of clients of any form of EM.	DPO III in charge of operations and Probation Officers assigned to specific clients.	05/01/2023 05/01/2023 05/01/2023	06/01/2023 06/01/2023 06/01/2023

(4) Goal:	Provide Access for needs and referrals.		
Objectives (A., B., etc.)	A. Team up with service providers to connect clients with needs. B. Provide immediate referrals for case plan needs.		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
1.Set MOU with service provider to participate 2. Have computer and printer capabilities	Administration, DPO III in charge of operations and Probation Officers assigned to specific clients.	07/01/2023 05/01/2023	10/01/2023 06/01/2023

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Appendix F: Certification of Compliance with BSCC Polices on Debarment, Fraud, Theft and Embezzlement

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to applicants that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

By checking the following boxes and signing below, applicant affirms that:

[√] I/We are not currently debarred by any federal, state, or local entity from applying for or receiving federal, state, or local grant funds.

[√] I/We have not been convicted of any crime involving theft, fraud, or embezzlement of federal, state, or local grant funds within the last three years. We will notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

[√] I/We will hold subgrantees and subcontractors to these same requirements.

A grantee may make a request in writing to the Executive Director of the BSCC for an exception to the debarment policy. Any determination made by the Executive Director shall be made in writing.

AUTHORIZED SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
Ryan Oliphant	Assistant Chief Probation Officer	(209) 966-3612	roliphant@mariposacounty.org
STREET ADDRESS	CITY	STATE	ZIP CODE
5091 Bullion Street	Mariposa	CA	95338
APPLICANT'S SIGNATURE (Blue Ink or e-signature Only)			DATE
X			01/04/2022

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BSCC CALIFORNIA

CPGP CORRECTIONS PLANNING AND GRANT PROGRAMS

Mobile Probation Service Centers Grant Program - Project Budget and Budget Narrative	
Name of Applicant:	*County of Mariposa - Probation*
22-Month Budget: May 1, 2023 to March 15, 2025	
Note: Rows 8-10 will auto-populate based on the information entered in the budget line items (Salaries and Benefits, Services and Supplies, etc.)	

Budget Line Item	Total
1. Services and Supplies	$29,820.00
2. Professional Services or Public Agency Subcontracts	$0.00
3. Equipment/Fixed Assets	$98,018.00
4. Other (Travel, Training, etc.)	$4,050.00
TOTAL	**$131,888.00**

1a. Services and Supplies

Description of Services or Supplies	Calculation for Expenditure	Total
Fuel for Motor Coach and Generator	$500/month x 22 months	$11,000.00
Maintenance and Washing	$300/month x 22 months	$6,600.00
Emergency Communications Radio and Installation	1 Radio @ $1,000	$1,000.00
Headphones, Microphone and Web Camera	3 Headphones @ $200; 1 Microphone @ $250; 1 Web Camera @ $150	$1,000.00
First Aid and Cleaning Supplies	1 Supplies @ $1,000	$1,000.00
Starlink Satellite Service + Equipment	$800 for Equipment; $135/Month Service x 22 months = $2,970	$3,770.00
Motor Coach Decal and Installation	1 @ $2,000	$2,000.00
Laptops, Printer, Monitor and Cables	2 Laptops @ $1,200; 1 Printer @ $300; 1 Monitor @ $600; Cables @ $150	$3,450.00
	TOTAL	**$29,820.00**

1b. Services and Supplies Narrative:

Service and Supplies consists primarily of telecommunications, fuel and maintenance costs for an 18-foot long motor coach. The motor coach will be used to reach unhoused and at-risk probationers in all parts of the spread out county, including remote areas where services are limited or not available. Telecommunications is necessary to provide case management services, assessments, case planning, telehealth, remote court appearances and other services. Starlink Satellite will provide secure, high speed internet service in the motor coach at all locations. Laptops, monitors and printer will allow the officers to conduct office duties, access department e-mail, and document contacts in the department's case management system. Regular maintenance will keep the vehicle and staff safe. Regular washing and high-profile decals will provide a professional image in the community. Emergency radio installed on the dash, will allow officers to communicate with dispatch. Cleaning supplies will be needed to clean and disinfect the interior of the vehicle. First aid supplies will be needed to render aid if necessary.

2a. Professional Services

Description of Professional Service(s)	Calculation for Expenditure	Total
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
	TOTAL	**$0.00**

2b. Professional Services Narrative

N/A

3a. Equipment/Fixed Assets

Description of Equipment/Fixed Asset	Calculation for Expense	Total
2023 Thor Motor Coach	1 @ $98,018	$98,018.00
		$0.00
		$0.00

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		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
	TOTALS	**$98,018.00**

3b. Equipment/Fixed Assets Narrative

The 18-foot long 2023 Thor Motor Coach will come equipped with meeting area, seating, swing out table, swivel captain's chairs, bathroom with shower, kitchen and storage space. It will also have a gas generator and solar panels installed for power when the vehicle is parked at an outreach location. The motor coach will bring services to the unhoused and at-risk probationers who struggle to comply with conditions of probation and the court. A behavioral specialist will accompany probation staff in the motor coach to provide support and help connect probationers to appropriate services.

4a. Other (Travel, Training, etc.)

Description	Calculation for Expense	Total
Grantee Team Meetings	3 Team Meetings @ $1,350	$4,050.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
	TOTAL	**$4,050.00**

4b. Other (Travel, Training, etc.) Narrative:

Three key members of the grant project will attend three team meetings in order to fulfill the requirments of the grant.

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APPENDIX A: MOBILE PROBATION SERVICE CENTERS GRANT PROGRAM SCORING PANEL

Mobile Probation Service Centers Grant Program Scoring Panel Roster		
Member	**Title**	**Organization**
Stephanie James	Probation Chief (Ret.)	San Joaquin County Probation Department
Rachelle Gayton	Division Manager of Operations	Yolo County Probation Department
Brad Hecht	Budget and Grants Manager	Sonoma County Probation Department
Charles Henson	Chief Probation Officer	Sierra County Probation Department
Brad Kern	Probation Division Manager	Tulare County Probation Department
Yuri Secoquian	Probation Manager	Contra Costa County Probation Department
America Velasco	Pre-Trial Services Coordinator	Superior Court of California, County of Solano

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	PROGRAM	DESCRIPTION	INCREASE	DECREASE
3627	224	45547		State Grant Revenue	(11,586)	
3627	224	60131		Maintenance-Equipment	5,000	
3627	224	60151		Medical Supplies	189	
3627	224	60201		Misc. Expense	2,397	
3627	224	60421		Equipment	2,000	
3627	224	60441		Fuel	1,000	
3627	224	60621		County Vehicle Expense	1,000	
				TOTALS	0	0

ACTION REQUESTED:

( ) Budget adjustment is less than or equal to $50,000 and involves shifting funds between account categories in the same fund and department. Auditor and County Administrative Officer approve. Email BA to Administration Executive Assistant lmattos@mariposacounty.org for approval.

(X) Budget adjustment recognizes new revenue, utilizes contingency, and/or involves transfers between or adjustments to multiple funds/departments. Board of Supervisors approve. Interoffice mail BA to the Clerk of the Board's office with a wet signature from the department head. 4/5's vote required

( ) Budget adjustment involves shifting funds between account categories in the same fund and department, but the amount is higher than $50,000. Board of Supervisors approve. Board of Supervisors approve. Interoffice mail BA to the Clerk of the Board's office with a wet signature from the department head. 3/5's vote required

FISCAL YEAR: ( ) FY24-25 (X) FY25-26

DEPARTMENT HEAD SIGNATURE RDSD DATE 8-14-25

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

Budget Action Form Revised 07/17/2025

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-356

MEETING: September 2, 2025

TO: The Board of Supervisors

FROM: Ryan Oliphant, Chief Probation Officer

RE: Approve a Five (5) year Agreement with Lexipol in the Amount of $37,901.41 for Legal Policy Manual Updates and Daily Training Bulletins; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve a Five (5) year Agreement with Lexipol in the Amount of $37,901.41 for Legal Policy Manual Updates and Daily Training Bulletins; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Lexipol is America's leading provider of policy management and training platforms for public safety organizations. Lexipol provides policy management solutions to over 3,300 agencies across 35 states. Lexipol's content is continuously updated to address legislative changes and evolving best practices. Using accountability tools and integrated training, Lexipol offers a cost-effective way for agencies to enhance policy compliance and understanding, allowing leaders to allocate more resources to serving their communities.

The attached agreement outlines the services that Lexipol will provide to the Mariposa County Probation Department, as well as a breakdown of the annual cost per fiscal year.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The County has continually supported improvements to Agency Policy and Procedures.

In March of 2021, the Board approved up to a five (5) year agreement with Lexipol to provide implementation and yearly subscription for the Policy Management and Training Platform, which expired June 30, 2025.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not supporting the subscription agreement with Lexipol could increase the risk liability and potential costs of litigation.

FINANCIAL IMPACT

There is no impact on the general fund. Funding will be provided through SB678. Community Corrections Budget, as approved in the 25-26 Budget.

ATTACHMENTS

1. **Policy MSA 5-year Renewal 2025-30**
2. **Mariposa County_Lexipol, LLC; The Praetorian Group;_24-25 COI's - Master_8-12-2025_1695613117**

VOTE RESULT

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

Q-159402

LEXIPOL

MASTER SERVICE AGREEMENT

Initial Term Start Date: 07/01/2025

Initial Term End Date: 06/30/2030

Account Executive Information

Darla Hout
Customer Success Manager
dhout@lexipol.com

Lexipol LLC
2611 Internet Blvd., Ste. 120
Frisco, Texas 75034

Agency Information

Mariposa County Probation Department
5091 Bullion St
Mariposa, California 95338

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency").

This Agreement consists of:

(a) this **Cover Sheet**
(b) **Exhibit A** - Selected Services and Associated Fees
(c) **Exhibit B** - Description of Services
(d) **Exhibit C** - Terms and Conditions of Service

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

County of Mariposa

Signature: _____

Print Name: __Rosemarie Smallcomb_____

Title: _Chair, Board of Supervisors_____

Date Signed: _____

Lexipol, LLC - Contractor

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

Countersigned:
(Government Code §25103)

Signature: _____

Danielle Bondshu, Clerk of the Board

Approved as to Form:

Signature: _____

Walter Walter, Mariposa County Counsel

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Order Summary

001 Year One - 2025 (2025-07-01 to 2026-06-30)						
Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended
1	Annual Probation Supplemental Manual(s)	$840.80	0%	$0.00		$840.80
1	Annual Probation Policy Manual & Daily Training Bulletins	$6,018.40	0%	$0.00		$6,018.40
			Discount:	$0.00	Subtotal:	$6,859.20

002 Year Two - 2026 (2026-07-01 to 2027-06-30)						
Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended
1	Annual Probation Supplemental Manual(s)	$882.84	0%	$0.00		$882.84
1	Annual Probation Policy Manual & Daily Training Bulletins	$6,319.32	0%	$0.00		$6,319.32
			Discount:	$0.00	Subtotal:	$7,202.16

003 Year Three - 2027 (2027-07-01 to 2028-06-30)						
Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended
1	Annual Probation Supplemental Manual(s)	$926.98	0%	$0.00		$926.98
1	Annual Probation Policy Manual & Daily Training Bulletins	$6,635.29	0%	$0.00		$6,635.29
			Discount:	$0.00	Subtotal:	$7,562.27

004 Year Four - 2028 (2028-07-01 to 2029-06-30)						
Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended
1	Annual Probation Supplemental Manual(s)	$973.33	0%	$0.00		$973.33
1	Annual Probation Policy Manual & Daily Training Bulletins	$6,967.05	0%	$0.00		$6,967.05
			Discount:	$0.00	Subtotal:	$7,940.38

005 Year Five - 2029 (2029-07-01 to 2030-06-30)						
Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended

1	Annual Probation Supplemental Manual(s)	$1,022.00	0%	$0.00		$1,022.00
1	Annual Probation Policy Manual & Daily Training Bulletins	$7,315.40	0%	$0.00		$7,315.40
			Discount:	$0.00	Subtotal:	$8,337.40

Discount:	$0.00
Subtotal:	$37,901.41
Tax:	
Total Due:	$37,901.41

Exhibit B

Description of Services

Policy Manual

Constitutionally sound, up-to-date policies are the foundation for consistent, safe public safety operations and are key to reducing risk and enhancing personnel and community safety. Lexipol's comprehensive policy manual covers all aspects of your agency's operations.

- More than 155 policies researched and written by public safety attorneys and subject matter experts
- Policies based on State and federal laws and regulations as well as nationwide best practices
- Content customized to reflect your agency's terminology and structure

Daily Training Bulletins (DTBs)

Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

Policy Updates

Lexipol's legal and content development teams continuously review state and federal laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

Web-Based Delivery Platform and Mobile App (Knowledge Management System)

Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual
- Mobile app provides in-the-field access to policy and training materials

Reports

Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

Supplemental Publication Service

Lexipol's Supplemental Publication Service (SPS) streamlines the storage of your agency's content, giving you one place to access procedures, guidelines, general orders, training guides or secondary policy manuals.

- Electronically links department-specific procedural or supplemental content to your policy manual
- Provides electronic issuance and tracking for your agency's procedural or supplemental content
- Allows you to create Daily Training Bulletins against your procedural content
- Designed for standard operating guidelines, procedures, general orders or field guides

Exhibit C
Terms and Conditions of Service

These Terms and Conditions of Service (the "Terms") govern the rights and obligations of Lexipol, LLC ("Lexipol") and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a "Party" and collectively as the "Parties."

1. Definitions. Each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections, below.

1.1 "Agency" means the department, agency, office, organization, company, or other entity purchasing and/or subscribing to Lexipol Services, as may be further denoted on the cover sheet to which these Terms are attached.

1.2 "Agency Data" means all data, information, and content owned by Agency for purposes of identifying authorized users, confirming departmental information, or which are ancillary to receipt of Lexipol Services.

1.3 "Agreement" means the combination of the cover sheet; Exhibit A ("Selected Services and Associated Fees"); Exhibit B (Description of Services); this Exhibit C ("Terms and Conditions of Service"); and any other documents attached hereto and expressly incorporated herein by reference.

1.4 "Custom Agreement Terms" refers to an optional section within Exhibit A which allows the Parties to modify this Agreement and/or incorporate additional exhibits or addenda by reference.

1.5 "Initial Term" means the initial period of time in which Agency has elected to receive Lexipol Services.

1.6 "Initial Term Start Date" is specified on the cover sheet and represents the first day of the Initial Term.

1.7 "Initial Term End Date" is specified on the cover sheet and represents the last day of the Initial Term.

1.8 "Lexipol Content" means all content in any format including but not limited to written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.9 "Services" means all products and services, including but not limited to all online services, software subscriptions, content licensing, professional services, and ancillary support services as may be offered by Lexipol and/or its affiliates.

2. Term; Renewal. This Agreement becomes enforceable upon signature by Agency's authorized representative, and effective as of the Initial Term Start Date. Following the Initial Term, this Agreement shall automatically renew in successive one-year periods (each, a "Renewal Term") unless terminated as set forth herein. The Initial Term and all Renewal Terms collectively comprise the "Term" of this Agreement.

3. Termination.

3.1 For Convenience; Non-Appropriation. During the Initial Term, this Agreement may only be terminated through mutual written approval from an authorized representative of each Party. Following the Initial Term, this Agreement may be terminated by either party for convenience (including due to lack of appropriation of funds for Agency) by providing sixty (60) days written notice to the other Party. NOTE: Fees paid for Online Services are not eligible for refund, proration, or offset in the event of termination for convenience by Agency. Fees pre-paid for Professional Services may be eligible for refund, proration or offset to the extent such Services have not been delivered.

3.2 For Cause. This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any material obligation, including payment obligations, or remedy any material default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, Agency's access to the Services herein shall cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

4. Fees; Invoicing. Lexipol will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to the commencement of each Renewal Term, if applicable. Agency agrees to remit payment within thirty (30) calendar days of receipt

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of Lexipol's invoice. Payments may be made electronically through Lexipol's online customer portal or by mailing a check to Lexipol, LLC at PO Box 676232 Dallas, TX 75267-6232 (Attn: Accounts Receivable). Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees) incurred when paying electronically, and such fees are in addition to those listed on Exhibit A. Lexipol reserves the right to increase fees for Renewal Terms following notice to Agency. All fee amounts stated in Exhibit A are exclusive of taxes. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to receipt of Lexipol's Services. If Agency is exempt, it must send its exemption certificate(s) to taxes@lexipol.com.

5. **Terms of Service**. The following provisions govern access to and use of specific Lexipol's Services:

5.1 **Online Services**. Lexipol's Online Services include all online services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Policy Knowledge Management System ("KMS"), Learning Management System ("LMS"), Cordico wellness application(s), GrantFinder, Virtual Instructor-Led Training, and the LEFTA Systems suite of solutions (collectively, the "Online Services"). Note: LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

5.2 **Professional Services**. Lexipol's Professional Services include those Services that are not part of Lexipol's Online Services and which require the direct, hands-on professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals and software, technical support for online learning, accreditation consulting, grant writing, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Professional Services may also be referred to as "One-Time" Services on Exhibit A and may also include the provision of supplemental documentation from Lexipol's Professional Services team, either with this Agreement or during the provision of Service. NOTE: Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible for submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

5.3 **Account Security**. Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign, transfer, or provide access to Lexipol Services to any third party without Lexipol's prior written consent. Agency is responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.4 **Agency Data.** Lexipol's use of Agency Data is limited to providing and improving the Services, retaining records in the regular course of business, and complying with applicable legal obligations. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data, including technical and organizational measures to protect Agency Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including through measures specified by the National Institute of Standards and Technology (NIST). Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits is 100% secure.

5.5 **Intellectual Property**. Lexipol's Services, and all Lexipol Content underlying such Services, are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. When subscribing to Lexipol's Online Services, Agency and its authorized personnel receive a personal, limited, non-sublicensable and non-assignable license to access and use the Services in conformity with these Terms. Nothing contained in this Agreement, and no course of dealing, shall be construed as conferring any right of ownership to Lexipol's Services or Lexipol Content. Lexipol Content may be incorporated into Agency's final policy manuals, including beyond the Term of this Agreement, but Agency may not otherwise share Lexipol Content with private, for-profit, or commercial third parties, or commercialize Lexipol Content in any way. Agency acknowledges and agrees that Lexipol shall have no responsibility to update the Lexipol Content used by Agency beyond the Term of this Agreement and that Lexipol hereby disclaims and shall have no liability whatsoever for Agency's reliance on or use of modified or derivative forms of Lexipol Content including, without limitation, any revision, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, adapted, or modified from its original form. NOTE: AGENCY ACKNOWLEDGES AND AGREES THAT, PRIOR TO USE AND FINAL PUBLICATION, ALL AGENCY POLICIES AND DAILY TRAINING BULLETINS (DTBs) HAVE BEEN INDIVIDUALLY REVIEWED AND ADOPTED BY AGENCY. AGENCY ACKNOWLEDGES AND AGREES THAT IT, AND NOT LEXIPOL, IS CONSIDERED THE "POLICY MAKER" WITH REGARD TO EACH AND EVERY SUCH POLICY AND DTB.

6. **Confidentiality**. Each Party may disclose information to the other Party that would be reasonably considered confidential,

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including Agency Data (collectively, "Confidential Information"). Upon receiving such Confidential Information, each Party will: (a) limit disclosure of such Confidential Information to authorized representatives only; (b) advise its personnel and agents of the confidential nature of such Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing Party. Notwithstanding the foregoing, this section shall not operate to limit Agency's disclosure authority pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of Information Act request, Public Records Act request, or equivalent, provided that Agency notifies Lexipol of such disclosure, to the extent practicable, such that Lexipol may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of Lexipol's Confidential Information and trade secrets.

7. Warranty. LEXIPOL WARRANTS THAT IT SHALL NOT KNOWINGLY INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS; THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS; AND THAT THEY SHALL BE FIT FOR THE SPECIFIC PURPOSES SET FORTH HEREIN. BEYOND THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE.

8. Indemnification; Limitation of Liability. Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's acts or omissions in providing the Services. Each Party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the aggregate amount of fees paid by Agency to Lexipol during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall either Party be liable for indirect, incidental, consequential, special, exemplary damages, or lost profits.

9. General Terms.

9.1 Entire Agreement. This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

9.2 General Interpretation. The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

9.3 Invalidity of Provisions. Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any oth er provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

9.4 Governing Law. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

9.5 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

9.6 Waiver. Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

9.7 Notices. Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/12/2025

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
RBN Insurance Services
303 E Wacker Dr Ste 650
Chicago IL 60601

CONTACT NAME: Nerida Barrera
PHONE (A/C, No, Ext): 312-801-8081 **FAX (A/C, No):** 312-856-9425
E-MAIL ADDRESS: nbarrera@rbninsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Insurance Company	35289
INSURER B : Hiscox Insurance Co. Inc.	10200
INSURER C : Transportation Insurance Co	20494
INSURER D : Valley Forge Insurance Company	20508
INSURER E : Amer Casualty Co of Reading PA	20427
INSURER F : CAPITOL IND CORP	10472

INSURED LEXILLC-01
Lexipol, LLC; The Praetorian Group; Cordico Inc.;
The Rodgers Group, LLC; International Business Information Technologies, Inc. dba LEFTA Systems
2611 Internet Blvd., Suite 100
Frisco TX 75034

COVERAGES **CERTIFICATE NUMBER:** 1695613117 **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	
E	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	6043284498	8/20/2024	8/20/2025	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 $ 300,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ Excluded
C	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	6043284484	8/20/2024	8/20/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED X RETENTION $ 10,000			6043284520	8/20/2024	8/20/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
D A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	7015542800 7015542845	8/20/2024 8/20/2024	8/20/2025 8/20/2025	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 F	Crime Professional/Multimedia Liab			UC2455223224 ME20231183-02	8/20/2024 8/20/2024	8/20/2025 8/20/2025	Crime Limit Professional Limit	1,000,000 5,000,000

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

CERTIFICATE HOLDER

Mariposa County
PO Box 905
Mariposa CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL INSURED ENDORSEMENT - CONTRACTUAL OBLIGATION

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE
Name of Additional Insured Person Or Organization
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. Paragraph **A.1. Who Is An Insured** of Section **II** - LIABILITY COVERAGE is amended to include as an additional insured the person or organization scheduled above, but only if you are required by "**written contract**" to make that person or organization an additional insured under this policy.
2. The insurance provided to the additional insured is limited as follows:
   a. The person or organization is an additional insured only with respect to "**bodily injury**" or "**property damage**" arising out of a covered "**auto**" and caused by your negligent acts or omissions or the negligent acts or omissions of someone, other than the additional insured, for whom you are legally liable.
   b. The person or organization is not an additional insured for the person or organization's own acts or omissions, nor those of anyone, other than you, for whom the person or organization is legally liable.
   c. We will not provide the additional insured any broader coverage or any higher limit of liability than the least that is:
      (1) Required by the "**written contract**"; or
      (2) Afforded to you under this policy.
3. Condition **2. Duties In the Event of Accident, Claim, Suit or Loss** of Section **IV** - BUSINESS AUTO CONDITIONS is amended to add the following conditions applicable to the additional insured:
   An additional insured under this endorsement will as soon as practicable:
   a. Give us written notice of an "**accident**" which may result in a claim or "**suit**" under this insurance, and of any claim or "**suit**" that does result;
   b. Agree to make available any other insurance the additional insured has for a loss we cover under this policy;
   c. Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "**suit**"; and
   d. Tender the defense and indemnity of any claim or "**suit**" to any other insurer or self insurer whose policy or program applies to a loss we cover under this policy. But if the "**written contract**" requires this insurance to be primary and non-contributory, this provision **d.** does not apply to insurance on which the additional insured is a Named Insured.
   We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a "**suit**".
4. Only for the purpose of the insurance provided by this endorsement, **SECTION V – DEFINITIONS** is amended to add the following definition:

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"**Written contract**" means a written contract or written agreement that requires you to make a person or organization an additional insured under this policy, provided the contract or agreement:

1. Is currently in effect or becomes effective during the term of this policy; and
2. Was executed prior to the accident for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

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CNA

CNA PARAMOUNT

General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **K.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **K.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Grantor of Franchise

Any person or organization that has granted a franchise to a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** as grantor of a franchise to the **Named Insured**.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

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E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

b. the construction, erection, or removal of elevators; or

c. the ownership, maintenance or use of any elevators covered by this insurance; or

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

a. **Bodily injury**, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

b. **Bodily injury** or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

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I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:

a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury or property damage included within the products-completed operations hazard**.

J. Vendor

Any person or organization but only with respect to such person or organization's liability for **bodily injury** or **property damage** arising out of **your products** which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:

a. **bodily injury** or **property damage** for which such person or organization is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;

b. any express warranty unauthorized by the **Named Insured**;

c. any physical or chemical change in any product made intentionally by such person or organization;

d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. demonstration, installation, servicing or repair operations, except such operations performed at the such person or organization's premises in connection with the sale of a product;

g. products which, after distribution or sale by the **Named Insured**, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or

h. **bodily injury** or **property damage** arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) the exceptions contained in Subparagraphs **d.** or **f.** above**;** or

(2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This Paragraph **J.** does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.

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3. This Paragraph **J.** also does not apply:

a. to any vendor specifically scheduled as an additional insured by endorsement to this **Coverage Part**;

b. to any of **your products** for which coverage is excluded by endorsement to this **Coverage Part**; nor

c. if **bodily injury** or **property damage** included within the **products-completed operations hazard** is excluded by endorsement to this **Coverage Part**.

K. Other Person Or Organization

Any person or organization who is not an additional insured under Paragraphs **A.** through **J.** above. Such additional insured is an **Insured** solely for **bodily injury**, **property damage** or **personal and advertising injury** for which such additional insured is liable because of the **Named Insured**'s acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

1. for **bodily injury**, **property damage**, or **personal and advertising injury** arising out of the rendering or failure to render any professional service;

2. for **bodily injury** or **property damage** included within the **products-completed operations hazard**; nor

3. who is specifically scheduled as an additional insured on another endorsement to this **Coverage Part**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

A. The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured.

B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph **1.K.** of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS** the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS,** the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

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The **Named Insured**'s rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership, limited liability company or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:

a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

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7. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES**, **Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

8. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

9. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES**, **Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES**, **Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions.

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

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Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

- the **Named Insured**'s **employees** are **Insureds** with respect to:

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(1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs **(a)**, **(b)**, **(c) and (d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED**.

c. add the following:

Insured does not include any physician while acting in his or her capacity as such.

D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

10. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;

b. the **bodily injury** or **property damage** first occurred after such termination date; and

c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

11. LEGAL LIABILITY – DAMAGE TO PREMISES

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the first paragraph immediately following subparagraph **(6)** of the **Damage to Property** exclusion and replace it with the following:

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the

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owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in the **LIMITS OF INSURANCE** Section.

C. **LIMITS OF INSURANCE** is amended to delete Paragraph **6.** (the Damage To Premises Rented To You Limit) and replace it with the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **COVERAGE A** for **damages** because of **property damage** to:

a. any one premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with the permission of the owner; and

b. contents of such premises if the premises is rented to the **Named Insured** for a period of 7 or fewer consecutive days.

The Damage To Premises Rented To You Limit is $200,000. unless a higher Damage to Premises Rented to You Limit is shown in the Declarations.

D. The **Other Insurance** Condition is amended to delete Paragraph **b.(1)(a)(ii)**, and replace it with the following:

(ii) That is property insurance for premises rented to a **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

E. This Provision **11.** does not apply if liability for damage to premises rented to a **Named Insured** is excluded by another endorsement attached to this **Coverage Part**.

12. MEDICAL PAYMENTS

A. **LIMITS OF INSURANCE** is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C - Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) $15,000 unless a different amount is shown here: ; or

(2) the amount shown in the Declarations for Medical Expense Limit.

B. Under **COVERAGES**, **Coverage C – Medical Payments**, the **Insuring Agreement** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

13. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

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The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and

3. the aircraft is not being used to carry persons or property for a charge.

14. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

15. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

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Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision **1. ADDITIONAL INSUREDS** of this endorsement; or
- attachment of an additional insured endorsement to this **Coverage Part**.

16. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES**, **Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

Personal and advertising injury for which the **Insured** has assumed liability in a contract or agreement.

This exclusion does not apply to liability for **damages**:

(1) that the **Insured** would have in the absence of the contract or agreement; or

(2) assumed in a contract or agreement that is an **insured contract** provided the offense that caused such **personal or advertising injury** first occurred subsequent to the execution of such **insured contract**. Solely for the purpose of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be **damages** because of **personal and advertising injury** provided:

(a) liability to such party for, or for the cost of, that party's defense has also been assumed in such **insured contract**; and

(b) such attorney fees and litigation expenses are for defense of such party against a civil or alternative dispute resolution proceeding in which covered **damages** are alleged.

B. Solely for the purpose of the coverage provided by this paragraph, **DEFINITIONS** is amended to delete the definition of **insured contract** in its entirety, and replace it with the following:

Insured contract means that part of a written contract or written agreement pertaining to the **Named Insured's** business under which the **Named Insured** assumes the tort liability of another party to pay for **personal or advertising injury** arising out of the offense of false arrest, detention or imprisonment. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

C. Solely for the purpose of the coverage provided by this paragraph, the following changes are made to the Section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Notwithstanding the provisions of Paragraph **e.(2)** of the Contractual Liability exclusion (as amended by this Endorsement), such payments will

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not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

D. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

17. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

18. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

19. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

20. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the **Transfer Of Rights Of Recovery Against Others To Us** Condition is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or

2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and

2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

D. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

17. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

18. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

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19. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

20. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the **Transfer Of Rights Of Recovery Against Others To Us** Condition is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or

2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and

2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA

CNA PARAMOUNT

Pollution Exclusion Amendatory Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed that under **COVERAGES**, **Coverage A, Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete paragraph **(2)** of exclusion **f. Pollution**, in its entirety, and replace it with the following:

This insurance does not apply to:

(2) Any loss, cost or expense arising out of any:

(a) request, demand, order or statutory or regulatory requirement that any **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of, **pollutants**; or

(b) **Claim** by or on behalf of a governmental authority for **damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of, **pollutants**.

However, if liability for **damages** because of **property damage** is not excluded by paragraph **(1)** of this exclusion, then neither will paragraph **(2)(a)** above serve to exclude such **damages**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-357

MEETING: September 2, 2025

TO: The Board of Supervisors

FROM: Courtney Progner Morrow, Treasurer/Tax Collector/County Clerk

RE: Approve an Agreement with Archie's Mini Storage for 2 storage units in the Amounts of $78/Month and $140/Month on a Month-to-Month Basis, plus a $25 Deposit Per Unit, for the Purpose of Storing Elections Supplies and Equipment; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Archie's Mini Storage for 2 storage units in the Amounts of $78/Month and $140/Month on a Month-to-Month Basis, plus a $25 Deposit Per Unit, for the Purpose of Storing Elections Supplies and Equipment; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The Department does not have sufficient storage space within the Hall of Records to store supplies and equipment needed to conduct Elections. Archie's Mini Storage is able to provide the additional space needed.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved a similar agreement with Archie's Mini Storage in the past for this purpose. A new is agreement is needed due to rental rate changes.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Elections office would be forced to find additional space for storing equipment and supplies.

FINANCIAL IMPACT

Changes in monthly rental rate from $53/Month and $125/Month to $78/Month and $140/Month

ATTACHMENTS

1. **Space 46**
2. **Space 122**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District III Supervisor Danette Toso
SECONDER: District II Supervisor Shannon Poe

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

UPDATED 8/5/25

ARCHIE'S MINI STORAGE 800) 522-3540

Headquarters: P.O. BOX 924, Mariposa, CA 95338 LOCAL: (209) 966-5909

MPSA

ACCESS CODE: N/A **Vehicle Code per Entry** Space No.: 46 Occupant Supply Own Lock(s) (1)

Occupant(s) Name: MARIPOSA COUNTY Clerk Date:

Physical Address/City/Zip:

Mailing Address/City/Zip: P.O. Box 247, MARIPOSA, CA. 95338

Phone: (Day) 209-966-2007 (Eve,) Driver's License No.: Exp.:

Sp. No.: 46 Size: 10X10 Rental Amount:: $ 78.00 Monthly, $ Bi-Yearly, $ Yearly

Owner hereby requests that occupant(s) provides an alternate name and address for contact purposes only:

Alternate Name: Courtney Pragner Morrow Phone 209-966-2007

Address/City/Zip:

RENTAL AGREEMENT TERMS

1. **RENT DUE ON THE 1ST**: monthly $ 78.00 Bi-Yrly/ Yearly: $. Rent is due, in advance, on the first day of each rental period month (month, bi-yearly, or year). **WE DO NOT BILL MONTHLY ACCOUNTS**. **Late charge of $15.00** will be added if payment is not received by the tenth day. **Charge of $25.00** for returned checks. Concurrently with the execution of the Rental Agreement, Occupant shall pay **$ 10.00** as a non-refundable new account administration fee.
2. **DEPOSITS:** Occupant shall pay, in advance, a **deposit of $** 25.00 to be refunded within two weeks after Occupant signs a vacate slip and returns the property clean.
3. **INSURANCE: ARCHIE'S MINI STORAGE**, (hereafter known as **AMS**) DOES NOT PROVIDE INSURANCE OR GUARANTEE SECURITY, ANY ACTION **AMS** VOLUNTARILY TAKES TO INCREASE SECURITY FOR THE FACILITY SHALL NOT CONSTITUTE A WARRANTY, EXPRESS OR IMPLIED, OF SECURITY FOR OCCUPANT'S PROPERTY, OCCUPANT SHALL MAINTAIN OWN INSURANCE OF PROVIDE FULL AND ADEQUATE COVERAGE OF OCCUPANT'S PROPERTY. Occupant expressly agrees that the carrier of Occupant's insurance shall not be subrogated to any claim of Occupant against **AMS** its agents or employees. Occupant acknowledges that **AMS** has provided Occupant with information to obtain their own insurance for property of occupants. Occupant acknowledges that he/she understands the provisions of this paragraph and agrees to these provisions.
4. **RELEASE BY OCCUPANT: AMS** only provides space for rent and does not have possession or control of Occupant's personal property. **AMS** is not storing property for Occupant of guaranteeing its safekeeping. OCCUPANT RELEASES **AMS** FOR ANY LOSS OR DAMAGE TO OCCUPANT'S PROPERTY IN STORAGE, INCLUDING ANY RELATED INCIDENTAL OR CONSEQUENTIAL DAMAGES.
5. **OCCUPANCY:** Occupant may store only personal property owned by Occupant. Occupant shall not sublet or assign the storage unit nor store property owned by others. All risks of loss or damage to personal property in storage will be borne by occupant. Occupant hereby waives subrogation. Occupant will furnish own lock and agrees the total value of stored goods under this agreement shall not exceed $5000 for any purpose unless Occupant obtains prior written consent of owner.
6. **PROHIBITION AGAINST HAZARDOUS MATERIALS, ETC.:** Storage of flammable, explosive, chemicals, pesticides, dangerous, illegal or any substances that are regulated by federal, state, or local laws regarding "hazardous" or "toxic" materials is prohibited COSTS TO DISPOSE OF SUCH SUBSTANCES BY LAWFUL COMPLIANCE SHALL BE BORNE BY THE OCCUPANT.
7. **DELINQUENT ACCOUNTS:** Your stored property will be subject to a claim of lien for unpaid rent or other charges and may even be sold to satisfy the lien if the rent or other charges due remain unpaid for 14 consecutive days. This lien and its enforcement are authorized by Chapter 10, Division 8 (commencing with section 21700) of the California Business and Professions Code. These accounts will be transferred to our corporate office for collection and will be subject to charges $10.00 for the Preliminary Lien, $15.00 for the Notice of Lien Sale, $15.00 late charge per month, and additional charges for sale or disposal. If you are paying by Bi-yearly or yearly and your rent is not paid when due, your account will be reverted to the monthly rate as shown above. Occupant shall be responsible for **AMS** attorneys' fees and cost if litigation occurs. If Occupant is delinquent in the payment of rent or other charges due under this Rental Agreement for **more than 30 days** the fee is **$** 80.00 for Owners costs in processing the delinquent account, including lien sale costs, whether or not a lien sale occurs. Notice of Lien Sale Publication fees are added. _____ ***(Initials) (for acknowledgment).***
8. **NO SMOKING:** Absolutely "NO SMOKING" in any storage unit.
9. **RULES:** Occupant acknowledges that **AMS** has furnished a copy of tenant Rules and Occupant agrees to abide by them. **LOCK CUTTING DEVICES ARE PROHIBITED FOR ANY USE ON THE PREMISES.** _____ ***(Initials) (for acknowledgment).***
10. **NO REFUNDS ON EARLY VACATES:** Credit may be given for unused rent, but no refunds will be given, Credits must be used within twelve months of issuance.
11. **PRICE CHANGE:** Prices are subject to change without notice.
12. **TERMINATION:** Ten days written notice, for any reason, by **AMS** or Occupant to the other will terminate this Rental Agreement. Customer must sign a vacate slip upon termination of Rental Agreement and remove all items within 10 days. **AMS** will dispose of all items at a cost to the occupant. The storage unit will be left in good condition and Occupant is responsible for damages to the storage unit. All unpaid amounts must be paid by cash or certified check or money order at the time of vacating.
13. **ADDRESS CHANGE:** Occupant will notify **AMS** of any address or telephone change, in writing, within ten days.
14. **COVERING GOODS:** Occupant agrees to cover his goods to protect them against moist air, condensation, and dust.
15. **PREMISES RESPONSIBILITY:** Occupant will periodically inspect and immediately notify **AMS** of any defects in the storage unit. Occupant will keep the premises in good condition and pay **AMS** for repair necessary due to negligence or misuse while in Occupant's control. Occupant may not alter the premises without written consent of **AMS**.
16. **ENTIRE AGREEMENT, ETC.:** There are no other, conditions or agreements between the parties except as set forth in this Agreement. This Agreement may only be amended by written instrument executed by **AMS**. This is binding on **AMS** successors or assigns, and each successor or assigns shall be relieved of its obligations under this Agreement upon the transfer of the property to the new successor or assigns.

I HAVE READ AND UNDERSTAND THIS RENTAL AGREEMENT IN ITS ENTIRETY AND AGREE TO ALL ITS TERMS.

OCCUPANTS SIGNATURE: DATE:

Method of Payment MADE BY: MAIL, CREDIT CARD, OR *DEPOSIT THE RENT IN THE DROP BOX AT THE FACILITY SITE.*

Credit Cards Available: Visa, & MasterCard

Cash / Check / M.O. / Crd.Crd: Amt.: _____ **Ck#:** _____ **Crd. Crd. #:** _____ **Exp.** _____

Authorization Signature: _____ Date: _____

___ Site: Mariposa, CA ___ Site: Ahwahnee, CA

MAKE CHECKS PAYABLE TO: **ARCHIE'S MINI STORAGE**

Mailing Address: P.O. Box 924

(Headquarters Office) Mariposa, CA 95338

Local: (209) 966-5909 ~~(800) 522-3540~~

IMPORTANT: **WRITE YOUR SPACE NUMBER ON YOUR PAYMENT.**

ProRate Next Month:

_____

_____

$_____ **Due:** _____

FIRST MONTH RENT: Rent: $ 78.00

Deposit: _____

Fee: _____

Amt.: $ 78.00

WHITE-AMS (OWNERS COPY)

YELLOW - CUSTOMER COPY (your copy)

Updated 8/5/25

ARCHIE'S MINI STORAGE 800) 522-3540

Headquarters: P.O. BOX 924, Mariposa, CA 95338 LOCAL: (209) 966-5909

MPSA

ACCESS CODE: U/A **Vehicle Code per Entry** Space No.: 122/142 Occupant Supply Own Lock(s) (2)

Occupant(s) Name: MARIPOSA County Clerk Date:

Physical Address/City/Zip:

Mailing Address/City/Zip: P.O. Box 247, Mariposa CA. 95338

Phone: (Day) 209-966-2007 (Eve,) Driver's License No.: Exp.:

Sp. No.: 122/142 Size: 10x25 Rental Amount:: $ 140.00 Monthly, $ Bi-Yearly, $ Yearly

Owner hereby requests that occupant(s) provides an alternate name and address for contact purposes only:

Alternate Name: Courtney Progner Morrow Phone

Address/City/Zip:

RENTAL AGREEMENT TERMS

1. **RENT DUE ON THE 1ST**: monthly $ 140.00 Bi-Yrly/ Yearly: $. Rent is due, in advance, on the first day of each rental period month (month, bi-yearly, or year). **WE DO NOT BILL MONTHLY ACCOUNTS**. **Late charge of $15.00** will be added if payment is not received by the tenth day. **Charge of $25.00** for returned checks. Concurrently with the execution of the Rental Agreement, Occupant shall pay **$ 10.00** as a non-refundable new account administration fee.
2. **DEPOSITS:** Occupant shall pay, in advance, a **deposit of $** 25.00 to be refunded within two weeks after Occupant signs a vacate slip and returns the property clean.
3. **INSURANCE: ARCHIE'S MINI STORAGE**, (hereafter known as **AMS**) DOES NOT PROVIDE INSURANCE OR GUARANTEE SECURITY, ANY ACTION **AMS** VOLUNTARILY TAKES TO INCREASE SECURITY FOR THE FACILITY SHALL NOT CONSTITUTE A WARRANTY, EXPRESS OR IMPLIED, OF SECURITY FOR OCCUPANT'S PROPERTY, OCCUPANT SHALL MAINTAIN OWN INSURANCE OF PROVIDE FULL AND ADEQUATE COVERAGE OF OCCUPANT'S PROPERTY. Occupant expressly agrees that the carrier of Occupant's insurance shall not be subrogated to any claim of Occupant against **AMS** its agents or employees. Occupant acknowledges that **AMS** has provided Occupant with information to obtain their own insurance for property of occupants. Occupant acknowledges that he/she understands the provisions of this paragraph and agrees to these provisions.
4. **RELEASE BY OCCUPANT: AMS** only provides space for rent and does not have possession or control of Occupant's personal property. **AMS** is not storing property for Occupant of guaranteeing its safekeeping. OCCUPANT RELEASES **AMS** FOR ANY LOSS OR DAMAGE TO OCCUPANT'S PROPERTY IN STORAGE, INCLUDING ANY RELATED INCIDENTAL OR CONSEQUENTIAL DAMAGES.
5. **OCCUPANCY:** Occupant may store only personal property owned by Occupant. Occupant shall not sublet or assign the storage unit nor store property owned by others. All risks of loss or damage to personal property in storage will be borne by occupant. Occupant hereby waives subrogation. Occupant will furnish own lock and agrees the total value of stored goods under this agreement shall not exceed $5000 for any purpose unless Occupant obtains prior written consent of owner.
6. **PROHIBITION AGAINST HAZARDOUS MATERIALS, ETC.:** Storage of flammable, explosive, chemicals, pesticides, dangerous, illegal or any substances that are regulated by federal, state, or local laws regarding "hazardous" or "toxic" materials is prohibited COSTS TO DISPOSE OF SUCH SUBSTANCES BY LAWFUL COMPLIANCE SHALL BE BORNE BY THE OCCUPANT.
7. **DELINQUENT ACCOUNTS:** Your stored property will be subject to a claim of lien for unpaid rent or other charges and may even be sold to satisfy the lien if the rent or other charges due remain unpaid for 14 consecutive days. This lien and its enforcement are authorized by Chapter 10, Division 8 (commencing with section 21700) of the California Business and Professions Code. These accounts will be transferred to our corporate office for collection and will be subject to charges $10.00 for the Preliminary Lien, $15.00 for the Notice of Lien Sale, $15.00 late charge per month, and additional charges for sale or disposal. If you are paying by Bi-yearly or yearly and your rent is not paid when due, your account will be reverted to the monthly rate as shown above. Occupant shall be responsible for **AMS** attorneys' fees and cost if litigation occurs. If Occupant is delinquent in the payment of rent or other charges due under this Rental Agreement for **more than 30 days** the fee is **$** 20.00 for Owners costs in processing the delinquent account, including lien sale costs, whether or not a lien sale occurs. Notice of Lien Sale Publication fees are added. _____ ***(Initials) (for acknowledgment).***
8. **NO SMOKING:** Absolutely "NO SMOKING" in any storage unit.
9. **RULES:** Occupant acknowledges that **AMS** has furnished a copy of tenant Rules and Occupant agrees to abide by them. **LOCK CUTTING DEVICES ARE PROHIBITED FOR ANY USE ON THE PREMISES.** _____ ***(Initials) (for acknowledgment).***
10. **NO REFUNDS ON EARLY VACATES:** Credit may be given for unused rent, but no refunds will be given, Credits must be used within twelve months of issuance.
11. **PRICE CHANGE:** Prices are subject to change without notice.
12. **TERMINATION:** Ten days written notice, for any reason, by **AMS** or Occupant to the other will terminate this Rental Agreement. Customer must sign a vacate slip upon termination of Rental Agreement and remove all items within 10 days. **AMS** will dispose of all items at a cost to the occupant. The storage unit will be left in good condition and Occupant is responsible for damages to the storage unit. All unpaid amounts must be paid by cash or certified check or money order at the time of vacating.
13. **ADDRESS CHANGE:** Occupant will notify **AMS** of any address or telephone change, in writing, within ten days.
14. **COVERING GOODS:** Occupant agrees to cover his goods to protect them against moist air, condensation, and dust.
15. **PREMISES RESPONSIBILITY:** Occupant will periodically inspect and immediately notify **AMS** of any defects in the storage unit. Occupant will keep the premises in good condition and pay **AMS** for repair necessary due to negligence or misuse while in Occupant's control. Occupant may not alter the premises without written consent of **AMS**.
16. **ENTIRE AGREEMENT, ETC.:** There are no other, conditions or agreements between the parties except as set forth in this Agreement. This Agreement may only be amended by written instrument executed by **AMS**. This is binding on **AMS** successors or assigns, and each successor or assigns shall be relieved of its obligations under this Agreement upon the transfer of the property to the new successor or assigns.

I HAVE READ AND UNDERSTAND THIS RENTAL AGREEMENT IN ITS ENTIRETY AND AGREE TO ALL ITS TERMS.

OCCUPANTS SIGNATURE: DATE:

Method of Payment MADE BY: MAIL, CREDIT CARD, OR *DEPOSIT THE RENT IN THE DROP BOX AT THE FACILITY SITE.*

Credit Cards Available: Visa, & MasterCard

Cash / Check / M.O. / Crd.Crd: Amt.: _____ **Ck#:** _____ **Crd. Crd. #:** _____ **Exp.** _____

Authorization Signature: _____ Date: _____

___ Site: Mariposa, CA ___ Site: Ahwahnee, CA

MAKE CHECKS PAYABLE TO: **ARCHIE'S MINI STORAGE**

Mailing Address: P.O. Box 924

(Headquarters Office) Mariposa, CA 95338

Local: (209) 966-5909 ~~(800) 522-3540~~

IMPORTANT: **WRITE YOUR SPACE NUMBER ON YOUR PAYMENT.**

ProRate Next Month:

_____

_____

$_____ **Due:** _____

FIRST MONTH RENT: Rent: $ 140.00

Deposit:

Fee:

Amt.: $ 140.00

WHITE-AMS (OWNERS COPY) **YELLOW - CUSTOMER COPY** (your copy)

Outlook

Fw: Tuesday BOS

From Danielle Bondshu <dbondshu@mariposacounty.org>
Date Tue 9/2/2025 8:45 AM
To Miles Menetrey <mmenetrey@mariposacounty.org>; Rosemarie Smallcombe <rsmallcombe@mariposacounty.org>; Danette Toso <dtoso@mariposacounty.org>; Jennifer Kiser <jkiser@mariposacounty.org>; Shannon Poe <spoe@mariposacounty.org>
Cc Joe Lynch <jlynch@mariposacounty.org>; Kevin Briggs <kbriggs@mariposacounty.org>; Malena Palmer <MPalmer@mariposacounty.org>

Please see the below comment. He will be present to say the below.

Respectfully,

Danielle Bondshu
Clerk of the Board
209-742-1249

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

RECEIVED
SEP 02 2025
BOARD OF SUPERVISORS

From: James Rhodes
Sent: Monday, September 1, 2025 2:35 PM
To: Danielle Bondshu <dbondshu@mariposacounty.org>
Subject: Tuesday BOS

I want to first apologize to you about the late notice; I have a statement I would like to make regarding a non-agenda item and I will be present to make it. Thank you-my statement is as follows:

I previously came before this body to request information from the county's legal team regarding by what law or authority Coyotefest organizers have to commandeer all of Main Street in Coulterville including the parking space in front of my private residence, where we live and pay property taxes.

Once a year, without consulting any local residents, Coyotefest organizers sell my parking area to car show exhibiters who bang on my door at 6 am demanding I move my vehicle or Coyotefest organizers will have my vehicle towed at my expense. Please explain to me by what legal right the county, by vicarious liability, has the power and authority to do this.

To add insult to injury, for the past two years, after we begin the process of moving our vehicle, we are told "you aren't moving fast enough." The last time I checked, this is not 1930s Germany.

We have attempted to address this with Coyotefest organizers but I am in no frame of mind to listen to a lecture on how fortunate I am to have Coyotefest in front of my house. I want you to provide me with the legal statutes that allow you to deprive me of access to my own residence. Thank you.

MARIPOSA COUNTY

Board of Supervisors

Information Item

MEETING:	September 2, 2025
TO:	The Board of Supervisors
FROM:	Jeremy Briese, Sheriff
RE:	Receive a Presentation from the Sheriff's Office for the Fiscal Year 2025 Annual Report

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RECOMMENDATION AND JUSTIFICATION

Receive a Presentation from the Sheriff's Office for the Fiscal Year 2025 Annual Report

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has received an annual report presentation each year the Sheriff's Office creates the report.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

No Action Required

FINANCIAL IMPACT

None

ATTACHMENTS

1. 2025 Annual Report



Mariposa County Sheriff's Office

FY2025 ANNUAL REPORT

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MARIPOSA SHERIFF'S FOUNDATION



MISSION STATEMENT

To Control, Prevent and Reduce crimes in our communities while being Safe, Transparent & Professional.

VALUE STATEMENT

We respect and recognize the integrity and dignity of all individuals. We dedicate ourselves to the performance of our duty under the Constitution, God and the Public we serve.

VISION STATEMENT

To provide a quality service that ensures a safer environment for all residents and visitors, while recognizing, adapting and responding to the changing needs of our community. To provide an atmosphere that fosters open communication, creativity and productivity among all employees. To enhance our partnership with the community through involvement, accessibility and to promote healthy family and community values.

Message from the Sheriff



As we close another chapter in the history of the Mariposa County Sheriff's Office, I want to extend my deepest gratitude to the men and women of our agency, our county partners, and you, the community we proudly serve. The past year has brought new challenges, but also new opportunities to grow stronger, more connected, and more committed to public safety.

This year, our team continued to demonstrate dedication in the face of natural disasters, complex investigations, and daily service calls that demanded compassion, integrity, and courage. No matter the type of call the spirit of service remained front and center.

We approached our fiscal year with a strong sense of responsibility. With rising operational costs and economic uncertainties, we remained focused on prioritizing the safety and readiness of our deputies while ensuring taxpayer dollars are managed effectively.

Recruitment and retention remained a top priority this year. Like many rural law enforcement agencies, we face ongoing staffing challenges. Nevertheless, I am proud to report that we've onboarded several new deputies and dispatchers, dedicated individuals committed to protecting and serving Mariposa County.

As we move forward, our focus will remain on strengthening the foundation of service that our community relies on. We will continue to build and reinforce partnerships with agencies and organizations that share our commitment to public safety and community well-being.

While the future will no doubt bring new challenges, we remain confident in the professionalism and resolve of our team. By working together, with one another and with our extended network of partners, we can continue to uphold the values of Safety, Transparency, Professionalism and Community, that define the Mariposa County Sheriff's Office.

Command Staff



Jeremy Briese
Sheriff



Kevin Packard
Undersheriff



Wes Smith
Captain - Operations



Chris Ramirez
Captain - Administration



Jacob Bobman
Captain - Custody



Mike Charman
Lieutenant - Operations



A Year of Impact:

Advancing Safety and Connection in Mariposa County

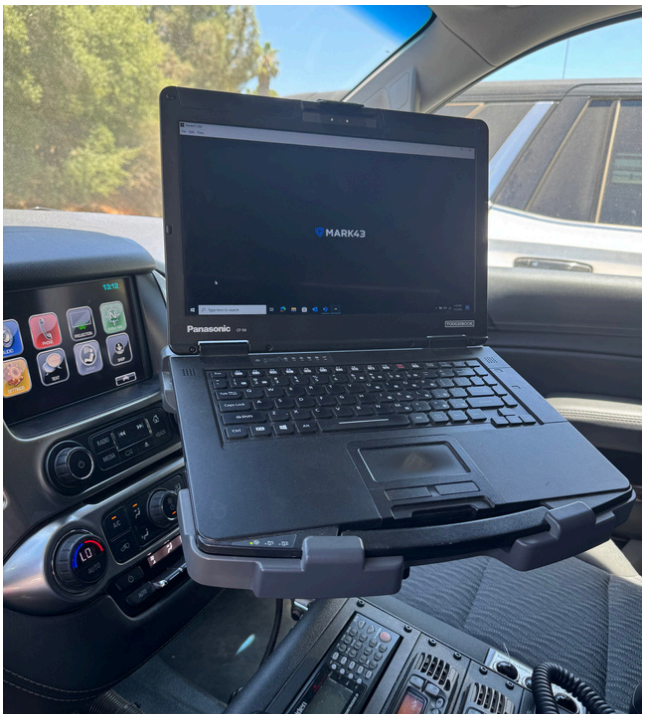
During the 2025 fiscal year, the Mariposa County Sheriff's Office achieved a series of notable accomplishments that reflect our commitment to public safety, officer wellbeing, and meaningful community engagement. Through strategic and responsible use of our allocated budget, we strengthened internal capabilities, invested in advanced safety tools and training for our deputies, and enhanced the overall security infrastructure throughout the county. These efforts not only fortified our ability to protect and serve but also deepened our partnership with the community we proudly call home.

This Fiscal Year was a year defined by purposeful progress and enduring public trust.





Mark43 Computer System



The Mariposa County Sheriff's Office proudly launched a transformative upgrade to our public safety technology infrastructure with the implementation of the Mark43 Computer Aided Dispatch (CAD) and Records Management System (RMS). This state-of-the-art platform represents a significant leap forward in how we serve, protect, and communicate, both internally and with our partners across the region.

The new Mark43 system replaces our legacy dispatch and records tools with a modern, cloud-native solution built for speed, reliability, and officer safety. CAD is now fully integrated with RMS, allowing real-time data flow from call-for-service through incident resolution, dramatically reducing redundancy and manual entry.

With this transition, dispatchers and deputies can access critical information faster and more accurately, streamlining workflows and minimizing the potential for error. From the moment a 9-1-1 call is received, dispatchers now have a clearer, more intuitive interface for assigning and tracking units. For deputies in the field, Mark43 offers mobile connectivity that keeps them updated in real time with location data, call status, suspect alerts, and more, all while minimizing distractions.

One of the most impactful benefits of this new system is the enhanced safety it provides to deputies and first responders. Real-time alerts, integrated mapping, and location tracking mean that critical situational awareness is only a click away. Dispatchers can monitor units more precisely and respond more quickly when backup is needed. The system also allows better documentation of high-risk incidents, improving investigative clarity and follow-up support. With mobile access to records and call history, officers can arrive on scene more informed, prepared, and protected.

Bringing a major technological upgrade like Mark43 into service required careful planning, staff involvement, and extensive training. Throughout the deployment process, every division, Bureau and Unit from dispatch to patrol to records, participated in tailored hands-on training sessions. These were designed not just to teach new software, but to empower every user to understand how the system supports their role in a holistic public safety ecosystem.

The successful deployment of Mark43 CAD and RMS is more than just a software upgrade, it's a commitment to safety, accountability, and smarter policing. By embracing this cutting-edge technology, the Mariposa County Sheriff's Office continues to ensure that our community receives the highest level of service and protection.

Planning for a Safer Tomorrow

This year, Mariposa County achieved a major milestone in public safety and emergency preparedness by completing a comprehensive update to its Local Hazard Mitigation Plan (LHMP), a proactive effort that strengthens our community's ability to prepare for, withstand, and recover from disasters.

Over the past several months, County departments, emergency responders, and key stakeholders collaborated to review and refine this critical plan. The LHMP is more than a regulatory requirement, it is a forward-looking blueprint that helps us understand local hazards, assess community vulnerabilities, and identify strategies to reduce risk and protect lives and property before disaster strikes.

This year's updated plan reflects a stronger alignment with the County's broader planning efforts. The LHMP has been carefully written to integrate with other strategic documents, including:

- Mariposa Creek Parkway Master Plan
- Mariposa County Community Wildfire Protection Plan
- Mariposa County Recreation & Resiliency Plan

By ensuring consistency across these guiding documents, the County is better positioned to implement cohesive, multi-benefit mitigation projects that enhance safety, environmental sustainability, and community resilience.

With the updated LHMP, Mariposa County can now confidently move forward with applications for hazard mitigation grants and other federal support. More importantly, this plan equips public safety leaders, planners, and residents with the knowledge and tools to make informed decisions that prioritize long-term safety and resilience.

The completion of the Local Hazard Mitigation Plan update underscores Mariposa County's commitment to proactive planning and community protection. By identifying our risks today, we are better prepared to safeguard our future, one step ahead of disaster.



Animal Control

Paws for a Cause: Expanding Animal Welfare Through Community Partnership



In a heartwarming step forward for animal welfare, the Mariposa County Sheriff's Office Animal Control Unit proudly launched a new animal adoption program during the past year, an initiative made possible through the invaluable support of the Mariposa County Sheriff's Foundation. This collaborative effort reflects a shared commitment to not only safeguarding animals but also strengthening the bonds between our office and the community. By offering pets a second chance and bringing families together through adoption, this program has already made a meaningful impact. The success of this initiative underscores the power of partnership and compassion in building a safer, more connected Mariposa County for all its residents, two-legged and four-legged alike.



Training Program

Forging a New Standard: Mariposa County Sheriff's Office Launches Its First Comprehensive Training Program

For the first time in its history, the Mariposa County Sheriff's Office has developed and completed a full-scale Training and Exercise Plan (TEP), and an Individual Training Plan (ITP) both landmark achievements that marks a new era in professional development, preparedness, and operational excellence. Designed to equip both veteran personnel and rising leaders with the tools needed for modern law enforcement, this initiative includes a robust leadership training curriculum tailored for supervisors and managers, as well as Advanced Officer Training focused on crisis intervention and de-escalation techniques.

This strategic investment in training not only reflects a commitment to officer readiness and community trust but also fills a long-standing gap. Until now, the agency had never implemented a unified, forward-looking training framework. With the TEP in place, the Mariposa County Sheriff's Office is setting a standard, ensuring that every deputy is empowered with the skills, judgment, and confidence to respond effectively and compassionately in today's complex public safety environment.

Safety Equipment Update

Equipped for Safety: Mariposa County Sheriff's Office Modernizes Deputy Gear to Meet State Standards

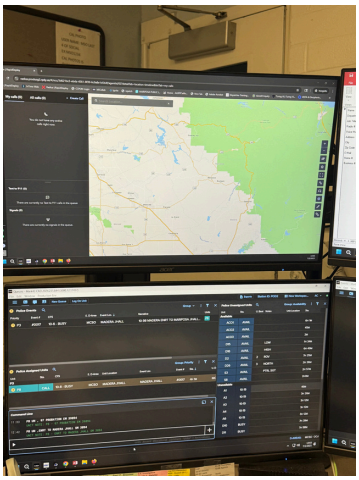


In a proactive step toward enhancing both Deputy safety and legal compliance, the Mariposa County Sheriff's Office has successfully outfitted all peace officers with updated vest carriers designed to meet the requirements of California Penal Code 13660. This new law mandates that Conducted Energy Devices (CEDs), such as Tasers, carried by uniformed deputies must be holstered on the side opposite the duty weapon, a change aimed at reducing use-of-force incidents and ensuring safer, more deliberate deployment during critical situations.

By integrating this requirement into its uniform policy and investing in modernized gear, the Sheriff's Office has once again demonstrated its commitment to responsible law enforcement practices, risk reduction, and officer preparedness.

California CLETS Audit

Securing Access, Ensuring Integrity: Mariposa County Sheriff's Office Excels in Statewide CLETS Audit



Demonstrating its commitment to operational excellence and data integrity, the Mariposa County Sheriff's Office has successfully completed the California Department of Justice's biennial audit of the California Law Enforcement Telecommunications System (CLETS). This rigorous review process evaluates compliance with stringent security, usage, and procedural standards tied to law enforcement's access to critical databases, including criminal histories, DMV records, and wanted persons alerts.

The successful audit is a testament to the diligence and collaboration of staff across multiple units and divisions within the Sheriff's Office. From dispatch to records, investigations to administration, the effort brought together a broad spectrum of personnel to ensure that CLETS protocols were upheld to the highest standards. Passing this audit not only preserves vital access to state and national law enforcement networks, but also reinforces the agency's ongoing commitment to professionalism, accountability, and responsible information management in service of public safety.

Boating Safety Unit

Advancing Water Safety: Mariposa County Sheriff's Office Enhances Marine Operations with Cutting-Edge Equipment





With a continued focus on public safety and search-and-rescue readiness, the Mariposa County Sheriff's Office has significantly improved its boating safety equipment systems, marking a major step forward in marine operations. Enhancements include the integration of an advanced underwater Remote Operated Vehicle (ROV) and the deployment of upgraded personal watercraft (PWC), allowing deputies to respond more effectively to emergencies on local waterways.

These state-of-the-art tools provide critical capabilities, from deep-water recovery to rapid response in hard-to-reach areas, ensuring that both recreational users and emergency personnel are better protected. By investing in modern technology and refining its waterborne operations, the Sheriff's Office is reinforcing its commitment to proactive safety measures, efficient rescue efforts, and environmental stewardship across Mariposa County's lakes and rivers.

Ongoing Partnerships

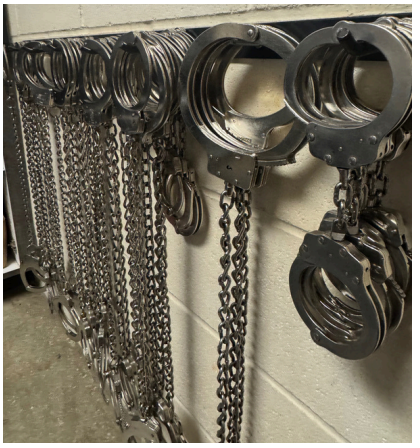
Compassion in Custody: Mariposa County Sheriff's Office Strengthens Inmate Wellness Through Ongoing HHSA Partnership

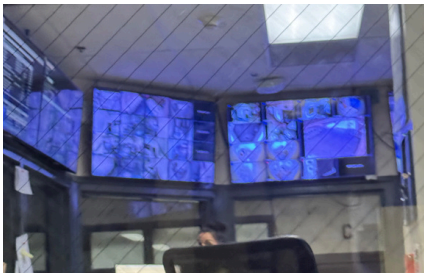
Recognizing that health and wellness are foundational to rehabilitation and safety, the Mariposa County Sheriff's Office has continued its vital partnership with the Mariposa County Health & Human Services Agency (HHSA) to provide comprehensive medical and mental health care for incarcerated individuals. This collaboration ensures that those in custody receive consistent, professional support tailored to their physical and psychological needs.

Through this partnership, incarcerated persons have access to a wide spectrum of care, including preventative services, chronic disease management, crisis intervention, and behavioral health counseling. The coordinated efforts between custody staff and healthcare professionals have helped reduce medical emergencies, improve mental health outcomes, and support smoother transitions upon reentry into the community.
By sustaining this integrated model of correctional healthcare, the Mariposa County Sheriff's Office is not only fulfilling its duty of care but also promoting long-term community safety and wellbeing.

Jail Management System

Modernizing Corrections: Mariposa County Sheriff's Office Launches Advanced Jail Management System





In a transformative step toward streamlining correctional operations and enhancing institutional accountability, the Mariposa County Sheriff's Office has successfully developed and implemented a new Jail Management System (JMS) in collaboration with Tyler Technologies. This modern, integrated platform revolutionizes how inmate data is tracked, managed, and reported, ushering in a new era of efficiency, transparency, and security within the county's detention facility.

The advanced JMS provides a centralized, digital environment for managing every aspect of inmate custody, from booking and housing assignments to medical records, court scheduling, classification, and release procedures. It significantly reduces paperwork, minimizes human error, and enhances data accuracy, all while ensuring compliance with state and federal reporting requirements. The system also improves communication across divisions and enables real-time access to inmate information for authorized personnel, promoting faster decision-making and better resource management.

By embracing cutting-edge technology through its partnership with Tyler Technologies, the Mariposa County Sheriff's Office is setting a new standard in corrections operations.

Detention Center Improvements

Investing in Dignity and Infrastructure: Mariposa County Sheriff's Office Enhances Jail Facilities and Services

In its ongoing commitment to safe, humane, and efficient correctional operations, the Mariposa County Sheriff's Office has undertaken a series of critical upgrades to its detention facility, improving both infrastructure and quality of life for the incarcerated population. These improvements reflect a holistic approach to facility management, public health, and operational modernization.

Key upgrades include the replacement of aging and unreliable water heaters, ensuring consistent and adequate access to hot water across the facility. All housing unit showers were also fully refurbished, addressing longstanding maintenance needs and improving hygiene standards. In alignment with environmental and sanitation best practices, a failing grease trap was replaced to prevent hazardous waste buildup and promote a healthier facility environment.

Beyond physical infrastructure, the agency acquired new, agency-wide Livescan equipment, streamlining biometric identification and supporting compliance with state and federal law enforcement protocols. In addition, the Sheriff's Office enhanced recreational and entertainment options for incarcerated individuals, recognizing the importance of structured activities in promoting mental health, rehabilitation, and institutional safety.

Radio Communications

Laying the Groundwork for the Future: Mariposa County Sheriff's Office Invests in Radio Communications Expansion



In a strategic move to strengthen operational readiness and modernize its emergency communications, the Mariposa County Sheriff's Office Adult Detention Facility has invested in new handheld radios and supporting infrastructure to enhance reliability, clarity, and coverage. This forward-thinking initiative not only addresses current communication needs but also lays a scalable foundation for future expansion and interoperability with other agencies.

The upgraded radios significantly improve communication for correctional deputies, improving both clarity and signal strength which are critical for officer safety and effective response.
By proactively investing in these technological advancements, the Mariposa County Sheriff's Office is ensuring that its personnel are equipped with the tools they need to stay connected and to stay safe today and into the future.

Detention Center Improvements

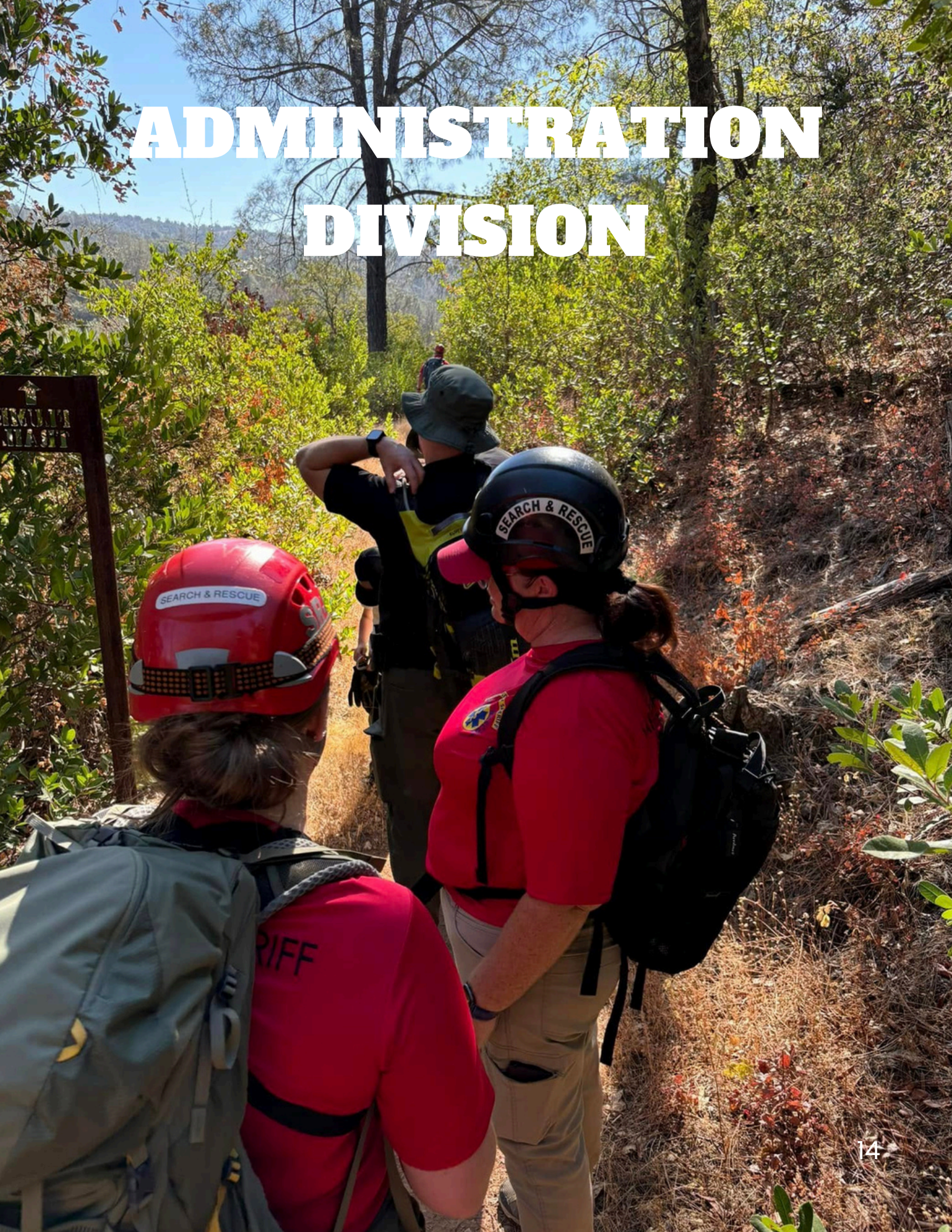
Building Digital Resilience: Mariposa County Sheriff's Office Strengthens Jail Security with Redundant Network Infrastructure

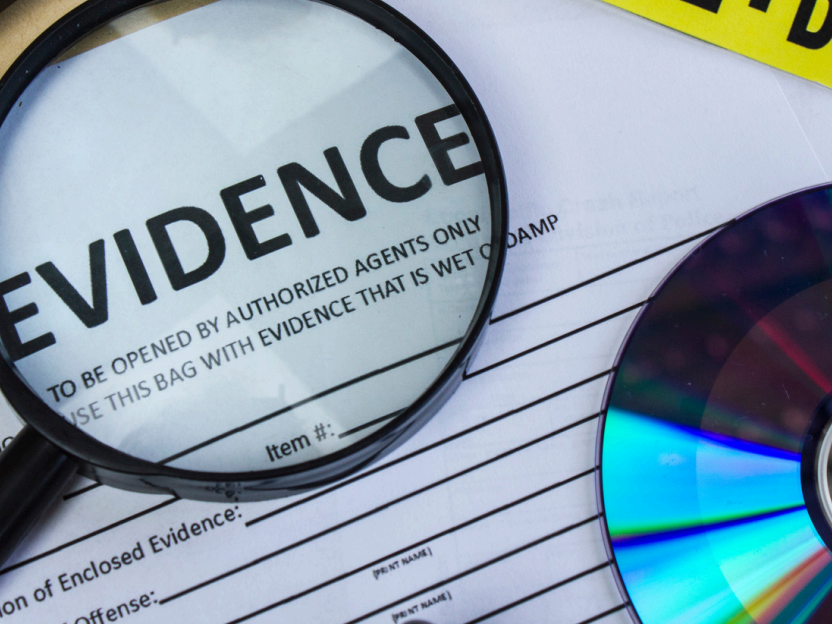
In today's technology-driven correctional environment, uninterrupted network connectivity is not a convenience, it's a critical necessity. Understanding this, the Mariposa County Sheriff's Office Adult Detention Facility has partnered with the County's Technical Services team to develop and deploy a robust, redundant network infrastructure designed to ensure continuous operations and safeguard the security of the jail.

This strategic collaboration addresses a vital need: maintaining operational stability in the face of hardware failures, outages, or cyber disruptions. The newly implemented redundant network capabilities provide a secure backup pathway for all critical systems, ranging from security cameras and access control to jail management software and communications, minimizing downtime and mitigating risk.

In a facility where safety, data integrity, and real-time response are paramount, this infrastructure upgrade reflects a proactive commitment to excellence. By reinforcing the digital backbone of detention operations, the Mariposa County Sheriff's Office is enhancing its ability to protect staff, inmates, and the public, ensuring that security isn't just physical, but digital and dependable at every level.

ADMINISTRATION DIVISION





ADMINISTRATION DIVISION

- Evidence
- Coroner
- Animal Control
- Civil Processing
- Records
- Fiscal
- Volunteers
- Search and Rescue
- Building and Maintenance
- Concealed Carry (CCW)
- Fingerprinting
- Court Security
- Bailiff
- Public Administrator
- Office of Emergency Services





ADMINISTRATION DIVISION STATS

ADMINISTRATION DIVISION BREAKDOWN

The Administration Division of the Mariposa County Sheriff's Office plays a critical role in it's daily operations. It is composed of three key bureaus: the Professional Services Bureau, which manages evidence & records, fiscal, coroner & public administrator; the Community Services Bureau, which oversees the Office of Emergency Services, volunteer programs, & animal control; & the Court Services Bureau, responsible for courtroom security & civil processes.

CORONER

124

TOTAL CASES

In Mariposa County, each Deputy Sheriff is also a Deputy Coroner. They are responsible for investigating the circumstances surrounding suspicious or unexpected deaths. We are responsible to locate next of kin, safeguard property and establish the identity if necessary.

PROPERTY & EVIDENCE

1531

TOTAL ITEMS TAKEN IN

The Property and Evidence Unit is a vital component of any law enforcement agency, tasked with the secure intake, cataloging, storage, and eventual disposition of evidence and property. Maintaining a clear chain of custody is critical, as it preserves the integrity of investigations and upholds the standards required for court proceedings.

ANIMAL CONTROL

2,844

TOTAL CALLS

The Animal Control Unit maintains public safety by enforcing animal licensing laws and humane care regulations.

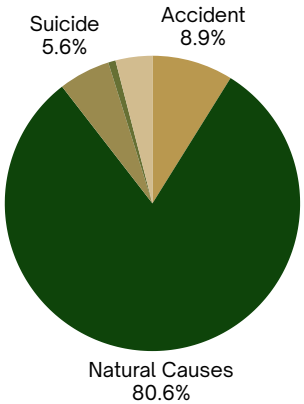
228

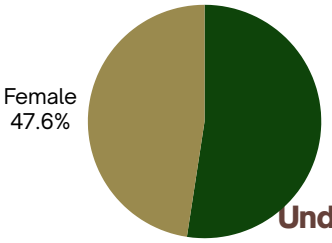
SUCCSESSFUL ADOPTIONS

Partnering with the Mariposa Sheriff's Foundation ACO was able to implement a very successful adoption program.

CORONER CASE BREAKDOWN

Accident-11
Homicide-0
Natural-100
Suicide-7
Undetermined-1
Pending Autopsy results-5





Autopsied-28
Under Hospice-54
Dr. Sign-10
Insepection-22
Dr. Sign Transported-7
Chart Review-3

PROPERTY & EVIDENCE

55,577

TOTAL EVIDENCE

This unit operates with precision and integrity to ensure that all items from criminal evidence to found property are handled in strict compliance with state laws and departmental policy. Evidence must be stored in secure, access-controlled environments, often for months or even years, or in some cases forever depending on the case.

ADMINISTRATION DIVISION STATS

CIVIL PROCESS

422

TOTAL SERVED

The Civil Unit acts as an unbiased third party while processing and servicing any documents from one individual or entity to another. They serve restraining orders, subpoenas, wage garnishments, evictions and much more.

SCOPE

4,215

VOLUNTEER HOURS

The Sheriff's Community Organized Policing Effort (SCOPE) program is comprised of volunteers who assist with the many administrative duties and non-enforcement related patrol functions. SCOPE supports 10 Activities that repeat weekly and or monthly throughout the year. SCOPE also supports 30+ Annual events.



SEARCH & RESCUE

22

TOTAL ACTIVATIONS

3,655

VOLUNTEER HOURS

Ready to assist in any emergency, under various types of conditions, the Search and Rescue Team is a highly trained team. Due to the diverse terrain, members have the skills and knowledge to rescue persons in the swift water of the local rivers, off cliffs and mountains or in the back country of our National Forests.

VOLUNTEERS IN ACTION

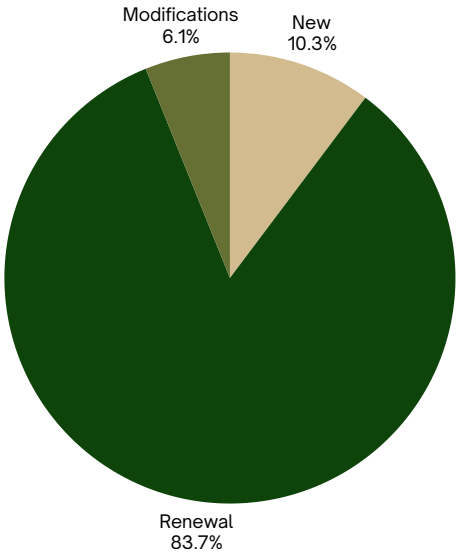




CONCEALED CARRY

312

TOTAL ISSUED FOR FY25



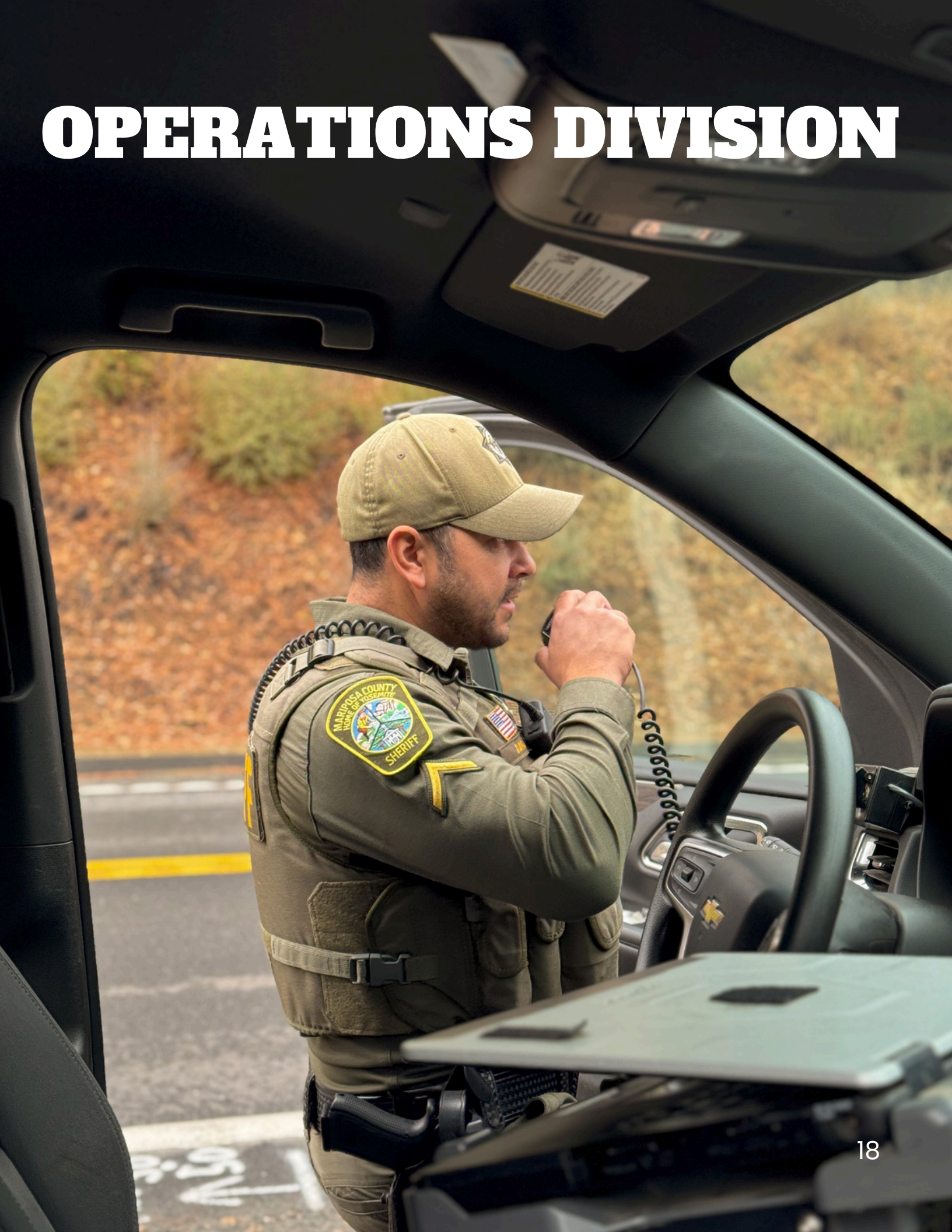
POSSE

1,016

VOLUNTEER HOURS

The Sheriff's Posse is a volunteer group dedicated to supporting the Sheriff's Office in a wide range of roles. These committed members serve as ambassadors of the department, strengthening the bond between law enforcement and the public. Rooted in tradition, the Posse also plays an important role in preserving Mariposa County's rich western heritage, upholding values of service, resilience, and the cowboy spirit that defines our rural way of life.

OPERATIONS DIVISION









OPERATIONS DIVISION

- Patrol
- Investigations
- K-9
- Boating
- Sex Offender Monitoring
- Marijuana Enforcement Team-MET
- Financial Crimes
- Field Training Officers
- Range / Training Team
- Honor Guard
- School Resource Officer
- Reserve Deputies
- TRAC Team Collaboration
- Narcotics
- UAV / Drone Unit
- OHV Unit
- Backgrounds
- Internal Affairs
- 911 Dispatch Center

OPERATIONS DIVISION STATS

OPERATIONS DIVISION BREAKDOWN

The Operations Division is the core of the Mariposa County Sheriff's Office, responsible for delivering direct law enforcement services to the community. It is comprised of four key bureaus: the Patrol Bureau, the Special Operations Bureau, the Investigations Bureau, and the Communications Bureau.

Together, these bureaus work in coordination to ensure safety, security, and rapid response throughout Mariposa County.

CALLS TO 911 CENTER

21,556

INTAKE CALLS

Our Emergency 911 answering center is the answering point for all 911 calls made in Mariposa County. Called "Control" on the radio by all emergency personnel, they are also responsible for all radio communications with all Sheriff's Office personnel. They provide important information to assist Deputy response to calls for service and help ensure citizen and officer safety. Dispatchers are able to monitor movement of staff in the field, allowing them to dispatch the closest available Deputy to a call.

PATROL

13,000

PATROL REPORTS

The Patrol Unit is the most visible and largest division within the Mariposa County Sheriff's Office Operations Division, operating 24/7 year-round with no gaps in coverage. Deputies respond to emergencies, fires, medical aids, and general law enforcement needs across Mariposa County's 1,463 square miles of diverse terrain. Patrol deputies generate two main types of reports: Information Reports for non-criminal documentation and General Case Reports for criminal or investigative incidents.

BOATING SAFETY UNIT

The Animal Control Unit maintains public safety by enforcing animal licensing laws and humane care regulations.

89

ENFORCEMENT ACTIONS

205

PERSONS ASSISTED

10

VESSEL ASSISTS

BOATING SAFETY UNIT

The Boating Safety Units primary area of responsibility are: Lake McClure. **Lake McClure -** approximately 26 miles long with roughly about 80 miles of shoreline (approximately 7,000 surface acres) & six boat ramps, McClure South ramp, McClure North ramp, Barret Cove South ramp, Barret Cove, Horseshoe Bend and Bagby (depends on water elevation).

Lake McSwain- formed from the waters released from the Exchequer Dam. Lake McSwain is approximately 6 miles long and is a fishing lake with a maximum speed of 10MPH.

Merced River- from Yosemite National Park to the headwaters of Lake McClure (enforce County Ordinances and investigate boating / rafting accidents).

MARIJUANA ENFORCEMENT TEAM

27,394

TOTAL PLANTS

This team's primary focus is investigating large-scale marijuana operations within Mariposa County. This includes indoor and outdoor cultivation operations on private property, public lands, and allotment lands. These investigations are usually associated with large-scale drug trafficking's organizations that originate in communities outside of Mariposa County.

OPERATIONS DIVISION STATS

INVESTIGATIONS/ DETECTIVES

26

CASES REFERED

This unit investigates complex crimes that are typically felony in nature. They include crimes like Homicide, Person & Property , Elder Abuse, Sex & Domestic Crimes, Narcotics and Financial Crimes. The Detective Unit typically takes the original crime report and goes much deeper, looking at all angles of the case, even working with outside agencies. Some cases can be worked in just a few days while others can take as much as a year or more.

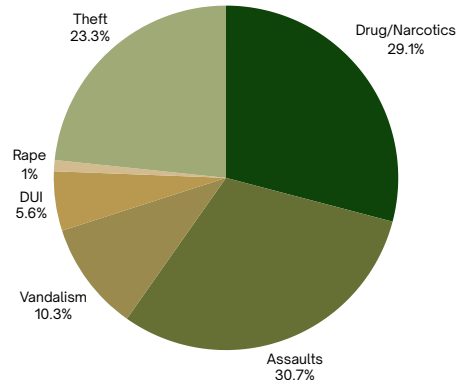
DRUG SEIZURES

2601 GRAMS

OR **5.8** POUNDS

In the past year, the Mariposa County Sheriff's Office made significant strides in the fight against illegal narcotics. Through proactive enforcement and targeted operations, deputies successfully seized a total of 2,601 grams (approximately 5.8 pounds) of dangerous controlled substances. This total included methamphetamine, fentanyl, heroin, and cocaine, drugs known to fuel addiction, violence, and overdose deaths. These seizures reflects our continued commitment to protecting public safety and disrupting the flow of harmful drugs into our communities.

CRIME STATS





K9

49

TALIA DEPLOYMENTS

43

TANGO DEPLOYMENTS

K-9 Units are used in many different areas of law enforcement, everything from community events to suspect apprehensions. To be a good K9 handler takes an immense amount of time and dedication to training and care of the dog. You must become an expert in reading your dog's behavior changes on and off duty.

HONOR GUARD

11 APPERANCES

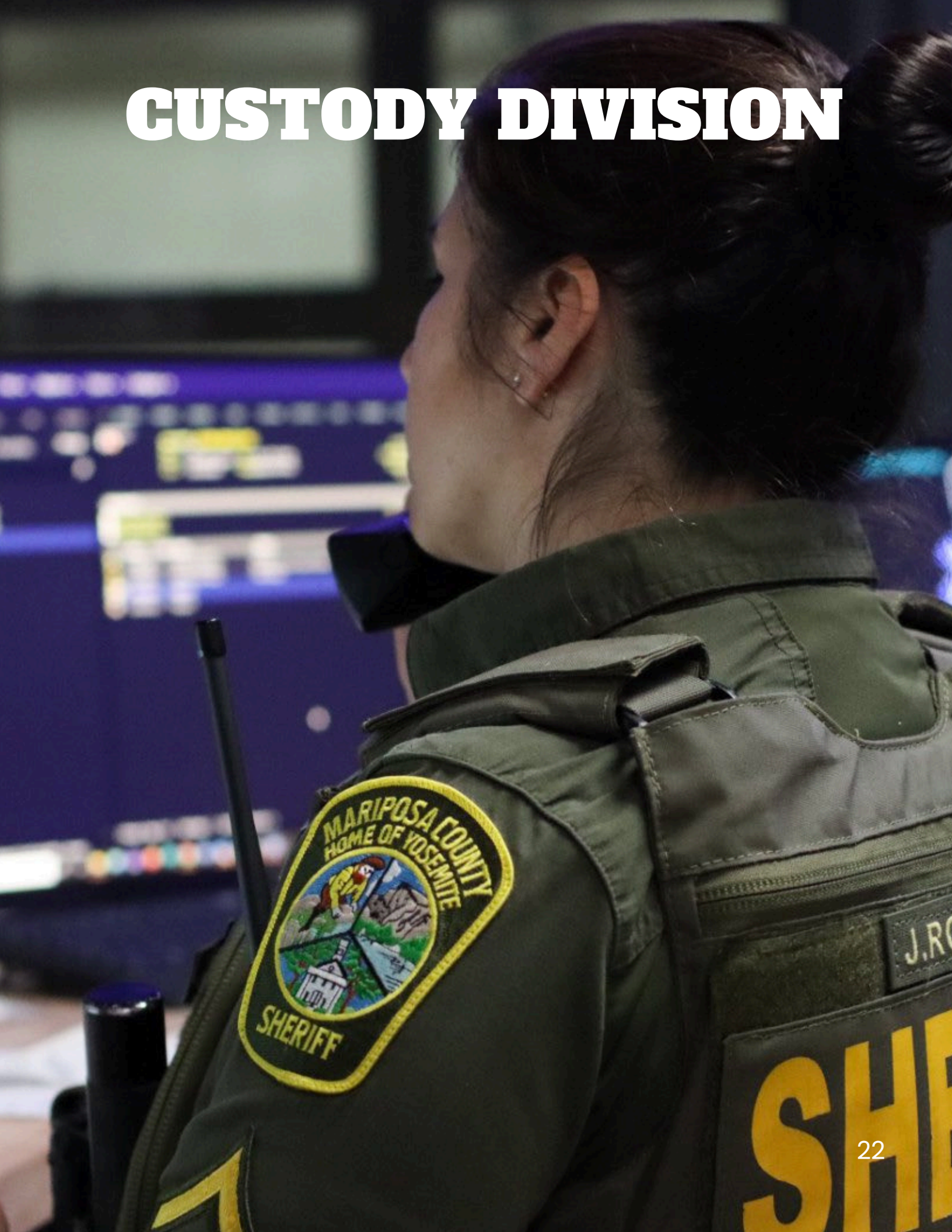
Our Honor Guard Team most often act as "guardians of the colors" by displaying and escorting the United States and California state flags at official functions. They also provide funeral honors for fallen law enforcement officers and to guard monuments







CUSTODY DIVISION





CUSTODY DIVISION

- Custodial Operations
- Custodial Field Training
- Transportation Unit
- 290 Compliance
- Training
- Custodial Technical Services





CUSTODY DIVISION STATS

CUSTODY DIVISION BREAKDOWN

The Custody Division of the Sheriff's Office plays a vital role in maintaining the safety, security, and rehabilitation of individuals in custody. This division is structured into two core components that work in tandem to ensure efficient and professional correctional operations: the Custodial Operations Bureau and the Custodial Special Operations Bureau.

CUSTODY TRAINING

2182
TOTAL HOURS

Behind every effective custodial deputy is a foundation of rigorous, state-mandated training. This training equips custodial deputies with the essential skills in inmate supervision, crisis response, legal procedures, ethics, and communication. The Sheriff's Office is committed to continuous professional development, ensuring that all custodial staff are not only compliant with standards but also well-prepared to handle the complex challenges of a modern correctional environment.

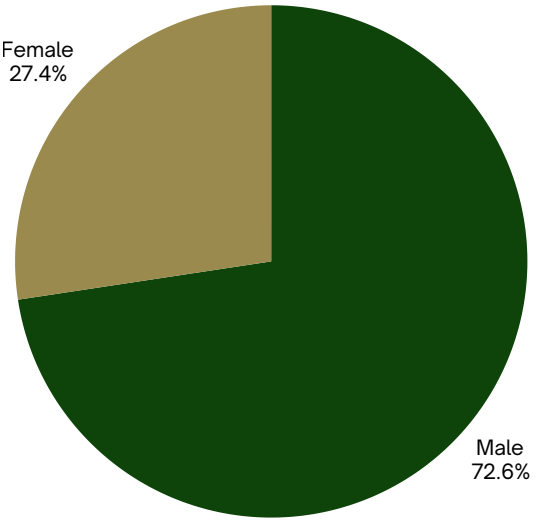
INCUSTODY

542
PERSONS BOOKED

559
PERSONS RELEASED



BOOKINGS BREAKDOWN



Male- 392
Female- 149

SEX REGISTRANTS

59 ACTIVE REGISTRANTS

156 APPOINTMENTS

This ongoing effort requires diligence and dedication, over 300 hours of staff time have been invested in monitoring, verifying, and documenting the compliance status of each registrant. Managing the county's 290 registrants is a year-round responsibility that demands precision, consistency, and close coordination. By law, each registrant must check in at least once annually on their birthday, but many require additional appointments throughout the year, for address changes, new vehicles, or updates to personal information.

TRANSPORTS

111
TOTAL OUTSIDE TRANSPORTS

The Custody Division plays a critical role in the secure and efficient transportation of incarcerated individuals. While the majority of these involved transfers to other jurisdictions, including state and federal prisons as well as county jails, the division also handled returns and pickups to facilitate court appearances and interfacility movements.

ADULT DETENTION FACILITY

Facility Overview

Opened in 1995, the Mariposa County Adult Detention Facility is a 58-bed, Type II correctional facility operated by the Mariposa County Sheriff's Office. The facility offers both single-cell and dormitory-style housing, and is equipped with a medical exam room, full-service kitchen, program and administrative areas, and designated exercise spaces for both male and female inmates.

The jail serves as the primary detention center for individuals incarcerated within Mariposa County. It also works in collaboration with local, state, and federal law enforcement agencies, providing booking and housing services for individuals in their custody.

In partnership with community organizations and allied agencies, the facility supports a range of rehabilitative and restorative programs aimed at preparing inmates for successful reintegration into the community and reducing recidivism.

In the past year, the facility underwent comprehensive inspections by the Board of State and Community Corrections (BSCC) and Standards and Training for Corrections (STC), both resulting in highly favorable evaluations.

The jail is staffed around the clock by a team of trained male and female custodial deputies, who are responsible for the care, custody, and control of inmates at all times. Their responsibilities extend beyond the facility itself and include transportation duties, such as escorting inmates to court hearings, medical and dental appointments, and inter-jurisdictional transfers.

The current staffing structure includes 18 custodial deputy positions, supervised by four custodial sergeants and overseen by a custody division captain.



Looking Ahead: Commitment, Progress, and Purpose in 2026

As we close out a successful and transformative 2025, the Mariposa County Sheriff's Office remains focused on building a stronger, safer, and more resilient future for the residents of Mariposa County. This past year was defined by innovation, collaboration, and meaningful improvements, laying a strong foundation for the year ahead.

In 2026, we look forward to advancing that momentum through a wide range of strategic initiatives aimed at modernizing our operations, expanding services, and improving the facilities, tools, and support systems that underpin public safety and community trust.

A key priority will be entering into a formal agreement with the selected vendor from our HVAC Project bid process, in alignment with The KPA Group’s HVAC Study. This crucial infrastructure project will bring our Adult Detention Facility into compliance with standards set by the Board of State and Community Corrections.

Our partnership with the Health & Human Services Agency (HHSA) will continue to deliver essential medical and mental health care for incarcerated individuals. To complement this, we are making physical space improvements for our Enrichment and Recovery Program, which now includes compliant infrastructure and space to meet legislative mandates for Medi-Cal screening and enrollment.
The coming year will also bring continued infrastructure repairs, including a new Title 15-compliant critical upgrades to plumbing, roofing, painting, door locks, and building systems.

Our focus on training and professional development will expand through the enhancement of our internal instructor program, continued cross-training with Search and Rescue divers, and participation in regional dive/rescue operations. We are also committed to completing six POST-mandated Dispatcher Basic Academy courses and strengthening the Reserve Deputy Program to grow its capacity.

From a technology perspective, we will implement the updated Taser Program and UAV (drone) upgrades to support enhanced interior structure search capabilities.

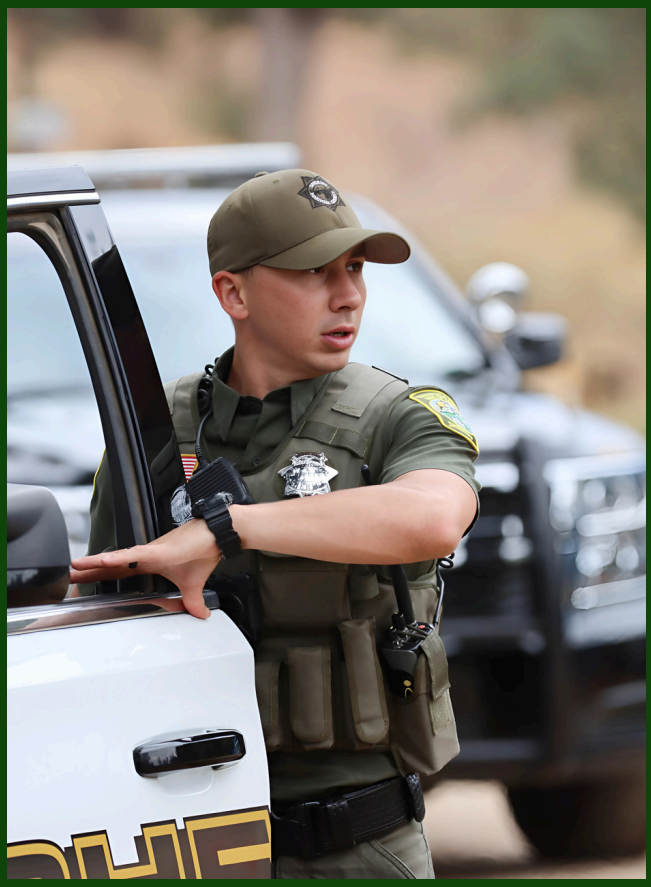
In 2026, we will also pursue available grants to begin replacement of our aging vessel fleet, and OES will seek funding for a dedicated Mobile Command trailer. We will begin a critical analysis of the AP Triton Organizational and Staffing Study through a formal tracking matrix, while also working to restore Patrol Bureau staffing to pre-pandemic levels and fill the new Dispatch Supervisor position.

Finally, we will continue making deferred maintenance improvements to the Dispatch Center, Operations, and Administrative Office buildings, ensuring our infrastructure supports the essential work we do every day.

As we look ahead to 2026, our commitment to Safety, Transparency, Professionalism, & Community has never been stronger. Together, with our partners, our staff, and our community, we will continue to evolve, adapt, and lead with purpose. The Mariposa County Sheriff's Office is proud to serve, and ready for all that lies ahead.



"Each improvement we make, whether it's upgrading technology, strengthening our partnerships, or investing in infrastructure, is about preparing our agency to serve better, respond faster, and care deeper," said Sheriff Jeremy Briese. "We are committed to protecting our community not only today, but for generations to come."





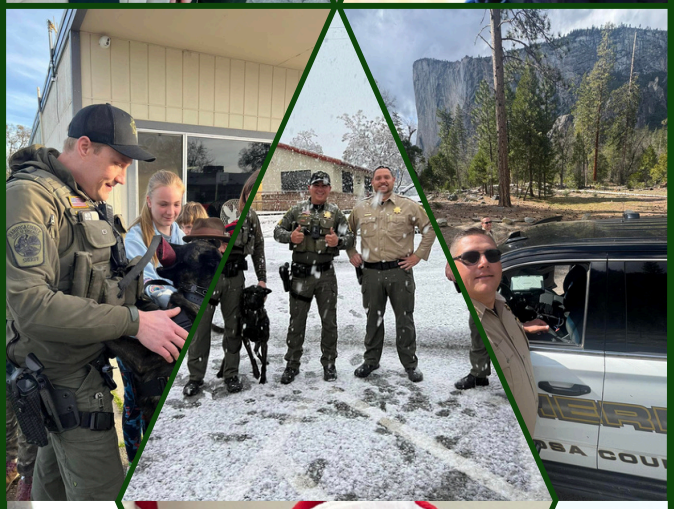


Reflections in Service: A Year of Dedication and Unity

These photos captures just a few of the many moments that defined our journey over the past fiscal year, moments of pride, resilience, laughter, and commitment. Behind every uniform is a person who stands not only as a protector of public safety but as a member of our close-knit law enforcement family. The bond we share with one another is built on trust, shared purpose, and the belief that we are stronger together. That same spirit extends to the community we are honored to serve. Whether through outreach events, critical incidents, training sessions, or everyday patrol, these memories reflect an office united in its mission and grounded in service. As we look back, we are reminded that our greatest strength comes not just from the work we do, but from the people who do it, side by side.


SHERIFF


S.SPENCER
SHERIF












MARIPOSA COUNTY
SHERIFF

MARIPOSA SHERIFF'S FOUNDATION

Supporting the Protectors of Mariposa

The Mariposa County Sheriff's Foundation is a nonprofit organization dedicated to supporting the men and women of the Mariposa County Sheriff's Office and enhancing public safety within our community. We work hand-in-hand with the Sheriff's Office to fund critical needs beyond the county's budget, including advanced training, life-saving equipment, and community outreach programs. Our mission is to bridge the gap between public resources and the demands of modern law enforcement, ensuring our deputies have the tools they need to protect and serve.

Beyond our support for law enforcement, we are passionate about fostering stronger relationships between the Sheriff's Office and the residents of Mariposa County. Through education, events, and initiatives, we aim to create a safer, more connected community for everyone who calls Mariposa home.

At the Mariposa County Sheriff's Foundation, we are committed to making a meaningful difference in the lives of those we serve. Our initiatives go beyond supporting law enforcement, reaching into the heart of the community to lend a helping hand to families in need.

Two of our most cherished programs are Operation Turkey and Operation Easter, where we partner with local organizations to provide holiday meals to less fortunate families. From Thanksgiving feasts to Easter dinners, we ensure that every family can enjoy a full, traditional holiday meal they may not otherwise afford.

What makes these operations truly special is the way the meals are delivered, by our dedicated Sheriff's deputies, who personally bring the packages to homes across Mariposa County. These moments of connection create a sense of care, dignity, and community that embodies our mission. Through these efforts, and with the generous support of local partners and residents, we are building stronger bonds and bringing hope to those who need it most.

The outpouring of support from our community, alongside the hard work of our deputies, underscores the strength of our local spirit and our commitment to standing by each other during difficult times.

We're also passionate about investing in the future of public safety through scholarship opportunit ies. Each year, we award scholarships to high school students pursuing degrees in law enforcement or criminal justice, helping them take the first step toward meaningful careers in public service.

Additionally, we have a strong partnership with Mariposa County Animal Control, where we heavily support efforts to help animals in need. Through monetary donations, we assist in getting animals adoptable by providing vaccinations and ensuring they are spayed or neutered. This partnership underscores our commitment to creating a safe and caring environment for all members of our community, including our four-legged friends.

Through these initiatives and more, we are dedicated to building a stronger, more connected Mariposa.

2025 Annual Sheriff's Foundation Gala

An Evening of Honor and Impact: Mariposa County Sheriff's Foundation Annual Gala
The Mariposa County Sheriff's Foundation Annual Gala stands as a signature event that brings together community members, law enforcement personnel, local leaders, and supporters for an unforgettable evening of celebration, connection, and purpose. More than just a formal affair, the gala is a heartfelt tribute to the dedicated men and women of the Mariposa County Sheriff's Office and a powerful fundraiser that directly supports programs, equipment, training, and outreach initiatives that elevate public safety across our county.

Set against the backdrop of shared commitment and civic pride, the annual gala offers a unique opportunity to reflect on the accomplishments of the past year, recognize outstanding service, and unite around the mission of building a safer, stronger community. From meaningful speeches and moving tributes to generous donations and community partnerships, this event showcases the very best of Mariposa County—where service, gratitude, and generosity go hand in hand.

Lifesaving Merit Award Recipient

On the early morning of July 21st, 2024, at exactly 5:08 AM, Deputy Holt was dispatched to the Broadway Trailer Park in Coulterville, California. The call was urgent, a structure fire was spreading rapidly, threatening multiple homes and lives.
At 5:15 AM, Deputy Holt arrived on scene. Without hesitation, he assessed the growing danger and immediately began evacuating residents. In the midst of the chaos, he encountered an individual trapped inside a burning trailer, a vulnerable adult with a mental disability, unable to comprehend the imminent danger. Panicked and clinging to a railing, she was moments away from tragedy.
At 5:23 AM, with the fire closing in, Deputy Holt did not waver. He displayed unwavering determination, lifting the individual to safety and breaking her grip as flames threatened to overtake them. He escorted her out just in time, saving a life that otherwise would have been lost.
Between 5:25 and 5:35 AM, as the fire intensified, Deputy Holt continued his efforts, helping as many residents as possible reach safety. Because of his quick thinking and fearless actions, multiple lives were saved that morning.
By sunrise, the toll of the fire was devastating, six residences were lost, and tragically, one life could not be saved. But thanks to Deputy Holt's heroic response, many others were spared.
Eyewitnesses called his actions **remarkable, courageous, and life-saving**. We echo those sentiments. Deputy Holt's bravery is a testament to the values we hold dear, service, protection, and a commitment to our community.



For more information about the Sheriff's Foundation or how to volunteer or donate please visit www.mariposacsf.org



Mariposa County Sheriff's Office
209-966-3615
5099 Old Hwy N
Mariposa, CA 95338

MARIPOSA COUNTY

Board of Supervisors

Ordinance 2025-1200

MEETING: September 2, 2025

TO: The Board of Supervisors

FROM: Chris Trindade, Unit Chief

RE: Waive the Second Reading and Adopt an Ordinance titled "Mariposa County Fire Hazard Severity Zones" for addition in County Code Section 8.04 (Currently 'Reserved') Which Designates Very High Fire Hazard Severity Zone Maps Developed by the California Department of Forestry and Fire Protection ("CAL FIRE") for State Responsibility Areas Pursuant to Government Code 51179(a); Authorize Submission of the Ordinance and Associated Map to the Board of Forestry and Fire Protection Pursuant to 14 CCR 1280.02; Find That The Ordinance Is Not Subject to The California Environmental Quality Act ("CEQA"); and Direct Staff to File a Notice of Exemption for the Project

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RECOMMENDATION AND JUSTIFICATION

Waive the Second Reading and Adopt an Ordinance titled "Mariposa County Fire Hazard Severity Zones" for addition in County Code Section 8.04 (Currently 'Reserved') Which Designates Very High Fire Hazard Severity Zone Maps Developed by the California Department of Forestry and Fire Protection ("CAL FIRE") for State Responsibility Areas Pursuant to Government Code 51179(a); Authorize Submission of the Ordinance and Associated Map to the Board of Forestry and Fire Protection Pursuant to 14 CCR 1280.02; Find That The Ordinance Is Not Subject to The California Environmental Quality Act ("CEQA"); and Direct Staff to File a Notice of Exemption for the Project.

CAL FIRE has prepared and distributed Fire Hazard Severity Zone (FHSZ) Maps for communities in State Responsibility Areas ("SRA") for decades. An FHSZ is a geographic area classified by the State as having moderate, high, or very high wildfire hazard. CAL FIRE has developed and regularly field tests a model that evaluates the probability of an area burning and potential fire behavior in that area under extreme fuel and weather conditions. The factors included in determining fire hazard include fire history, flame length, blowing embers, terrain, vegetation cover, local weather, and potential fuel over a 50-year period. The Office of the State Fire Marshal within CAL FIRE regularly reviews and updates the FHSZ maps. The most recent Mariposa County FHSZ map is attached.

In February and March of 2025, CAL FIRE released the 2025 Local Responsibility Area ("LRA") Fire Hazard Severity Maps. Local Responsibility Areas are areas in which the financial responsibility for preventing and suppressing fires is primarily the responsibility of a city, county, city and county, or district. Under California Code, local governments must adopt these maps when changes affect areas designated as LRA Very High Fire Hazard Severity Zones ("VHFHSZ"). Section 51179 of State Code allows a local agency to increase the level of hazard severity zones beyond what the Office of the State Fire Marshal designates in the FHSZ maps, but 51179(b)(3) prohibits a local agency from decreasing the

level of fire hazard severity for any area within the jurisdiction of the local agency. Fifty-five of California's fifty-eight counties were required to prepare ordinances adopting the LRA VHFHSZ maps; only Alpine, Mariposa, and Trinity counties were not required to do so because they do not have LRA.

However, in 2022, the Board of Forestry released the first iteration of the Fire Risk Reduction Community List ("FRRCL") as mandated by Public Resources Code 4290.1. The list includes local agencies located in an SRA or VHFHSZ that meet best practices for local fire planning. The first criterion necessary for a community to be included in the List is the adoption of a local ordinance similar to those adopted by the other fifty-five counties and that which is proposed for adoption by this item. Given that Mariposa County has contracted with CAL FIRE for fire protection services and the Mariposa-Madera-Merced Unit utilizes CAL FIRE maps to carry out their responsibilities, approval of this proposed ordinance is reasonable.

County Fire, the County's Office of Emergency Management and the Mariposa County Fire Advisory Committee (MCFAC) use the FHSZ maps in wildfire risk assessment (including prioritizing fuel reduction projects), emergency preparedness and outreach (including pre-positioning of emergency resources), incident response and planning (including the determination of pre-evacuation and evacuation routes and zones) and in grant and funding alignment. In addition, FHSZ maps designate areas where California's defensible space standards and wildland urban interface building codes are required.

CAL FIRE's FHSZ maps drive local planning decisions, not insurance decisions. Insurance companies have access to risk analysis tools such as FireLine and CoreLogic, which draw on data sets similar to those of CAL FIRE but which also include company-specific risk assessment algorithms.

As noted in the attached Fire Risk Reduction Community List Information for Applicants document, the incentives for inclusion in the FFRCL are that: (a) priority is assigned to grant applications for communities on the List; and (b) possible insurance discounts may be available to FRRCL communities. While work continues on other actions necessary for Mariposa County to be considered for inclusion in the List, this item requests approval of the map, which is required by criterion #1.

This item also asks that the Board find that the ordinance is not subject to the CEQA pursuant to CEQA Guidelines 15378(b)(5) as it is an organizational or administrative activity of the government that will not result in direct or indirect physical changes in the environment.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved a number of documents that represent best practices for local fire planning, including:

- The Mariposa County Community Wildfire Protection Plan was initially approved in 2021 and amended in 2024.
- The Local Hazard Mitigation Plan (LHMP) was approved in 2015, revised and approved in 2020, and revised and approved on May 20, 2025.
- The Safety Element of the General Plan was initially adopted by the Board in December 2006 as part of the Mariposa County General Plan, revised by Resolution No. 2015-371 initiating amendments to incorporate, by reference, the LHMP, and again in 2017 to, among other actions, approve Mariposa County's responses to the Board of Forestry and Fire Protection

recommended modifications to the draft Safety Element.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not adopt, and the County could potentially forego the benefits identified by the Board of Forestry of inclusion in the List.

FINANCIAL IMPACT

Possible reductions in approvals of Wildfire Prevention Grant funding.

ATTACHMENTS

1. **Mariposa County 8.04 Ordinance Draft**
2. **Fire Map**
3. **20250731 DRAFT NOE MPSA FIRE MAP ADOPTION**
4. **20250731 Draft Summary Ordinance 8 04 FIRE MAP**
5. **2025 FRRCL- Brochure**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District V Supervisor Miles Menetrey
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

Mariposa County Ordinance No. ___

AN ORDINANCE CREATING A NEW CHAPTER 8.04 OF THE MARIPOSA COUNTY CODE TITLED "MARIPOSA COUNTY FIRE HAZARD SEVERITY ZONES"

WHEREAS, the State Fire Marshal is mandated by Public Resources Code 4202 to classify lands within State Responsibility Areas into Fire Hazard Severity Zones (FHSZ), and

WHEREAS, Government Code 51178 requires the State Fire Marshal to identify areas in the state as moderate, high, or very high fire hazard severity zones based on consistent statewide criteria and based on the severity of the fire hazard that is expected to prevail in that area, and

WHEREAS, the Office of the State Fire Marshal advised Mariposa County that, we do not have Local Responsibility Areas (LRAs) which are "areas of the state in which the financial responsibility of preventing and suppressing fires in the primary responsibility of a city, county, city and county, or district", and

WHEREAS, all areas of Mariposa County are either Federal Responsibility Areas or State Responsibility Areas (SRA) and CAL FIRE is financially responsible for wildfire prevention and suppression in the SRA, and

WHEREAS, Mariposa County has signed cooperative agreements with CAL FIRE for fire protection services since June 28, 2016 and CAL FIRE utilizes the Fire Hazard Severity Zone Maps to plan for and execute fire suppression operations, and

WHEREAS, the maps are currently posted on the Mariposa County website for public view and comment, and specifically are located at: https://www.mariposacounty.org/DocumentCenter/View/100676/Fire-Hazard-Severity-Zones-Map

NOW THEREFORE, BE IT ORDAINED the Board of Supervisors of the County of Mariposa, a political subdivision of the State of California, hereby finds as follows:

SECTION I. Mariposa County hereby designates the Fire Hazard Severity Zones as recommended by the California Department of Forestry and Fire Protection pursuant to Government Code Section 51178.

SECTION II. Authorize staff to submit this Ordinance and associated map to the Board of Forestry and Fire Protection Pursuant to 14 CCR 1280.02

SECTION III. The Board finds that this Ordinance is exempt pursuant to the California Environmental Quality Act ("CEQA") and the Board directs staff to file the notice of exemption for the project.

SECTION IV. The map, which may be updated from time to time by the Office of the State Fire Marshal, is approved by Mariposa County and titled "Mariposa County Fire Hazard Severity Zones" and is attached as Exhibit A and hereby incorporated by reference.

SECTION V. Chapter 8.04 is hereby created to read as follows:

8.04 Mariposa County Fire Hazard Severity Zones

8.04.010 Purpose

The provisions of this chapter are to designate into this Code the levels of fire hazard consistent with State Law pursuant to Government Code Sec. 51178 in the State Responsibility Area applicable to Mariposa County, that being moderate, high, and very high Fire Hazard Severity Zones (FHSZs) as recommended by the State Fire Marshall pursuant to Government Code Sec. 51178.

8.04.020 Definitions

The following definitions are adopted for the purposes of this chapter:

A. “Mariposa County Fire Hazard Severity Zones” means the State Responsibility Areas Fire Hazard Severity Zones (FHSZ), as recommended by the California Department of Forestry and Fire Protection pursuant to Government Code Section 51178, as amended from time to time, and as designated and adopted by the Mariposa County Board of Supervisors.

B. "State Responsibility Area” means Public Resources Code - PRC § 4102 definition of areas applicable to Mariposa County, being an area of the state, in which the financial responsibility of preventing and suppressing fires has been determined by the Board of Forestry pursuant to Section 4125 to be primarily the responsibility of the state.

8.04.030 Mariposa County Fire Hazard Severity Zones Map

The attached official hazard map is herewith incorporated by reference and entitled “Mariposa County Fire Hazard Severity Zones” which are the State Responsibility Area Fire Hazard Severity Zones as defined by the State Fire Marshal (dated June 15, 2023), as may be amended from time to time, and shall be for the purpose of evaluating local wildfire hazard planning decisions and not insurance wildfire risk underwriting decisions. The official hazard map is also located electronically on the following County website: https://www.mariposacounty.org/DocumentCenter/View/100676/Fire-Hazard-Severity-Zones-Map

SECTION VI: This Ordinance shall become effective thirty (30) days after final passage pursuant to Government Code §25123.

PASSED AND ADOPTED this XX day of August 2025 by the following vote:

AYES:

NAYES:

ABSENT:

ABSTAINED:

_____

Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

ATTEST:

_____

Danielle Bondshu
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

_____

Walter W. Wall
County Counsel

Exhibit A

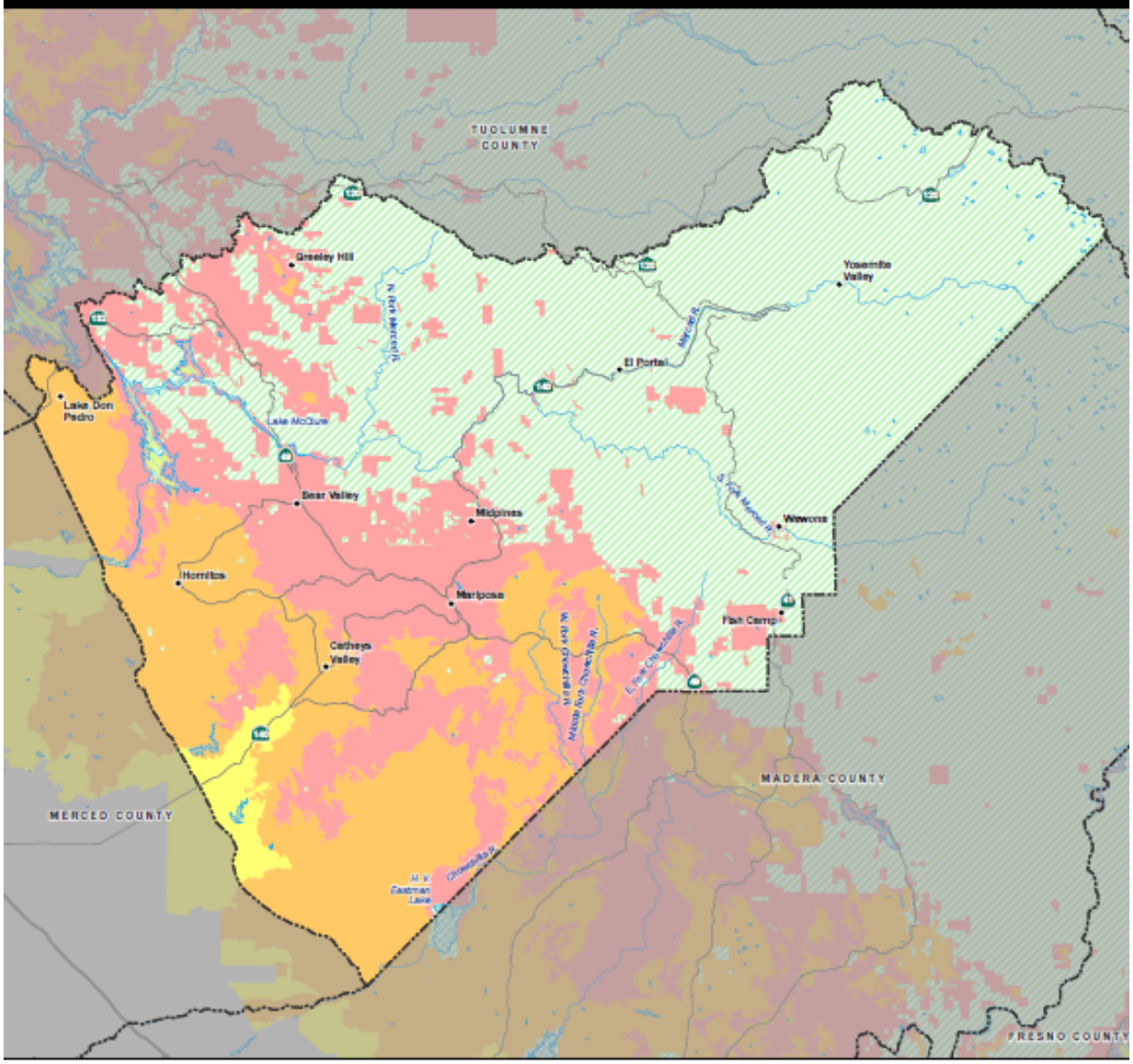
See below for full Map

Also available at:
https://www.mariposacounty.org/DocumentCenter/View/100676/Fire-Hazard-Severity-Zones-Map

MARIPOSA COUNTY

State Responsibility Area Fire Hazard Severity Zones

June 15, 2023





Fire Hazard Severity Zones in State Responsibility Area (SRA)

Very High	218,184 Acres	
High	206,174 Acres	
Moderate	18,278 Acres	

Fire Protection Responsibility Areas (non-SRA)

- Federal Responsibility Area (FRA)
- Local Responsibility Area (LRA)
- Waterbody

0 5 10 Miles

0 5 10 15 20 Kilometers

Projection: NAD 83 California Teale Albers
Scale: 1:380,000 at 11" x 17"

Public Resources Code 4201-4204 directs the California Department of Forestry and Fire Protection (CAL FIRE) to map fire hazard within State Responsibility Areas (SRA) based on fuel loading, slope, fire weather, and other relevant factors present, including areas where winds have been identified by the department as a major cause of wildfire spread. These zones, referred to as Fire Hazard Severity Zones (FHSZ), classify a wildland zone as Moderate, High, or Very High fire hazard based on the average hazard across the area included in the zone.

Access PDF versions of the maps at **https://osfm.fire.ca.gov/fhsz-maps**. For more information, please visit the Frequently Asked Questions document for the 2023 Fire Hazard Severity Zones at **https://osfm.fire.ca.gov/fhsz** or scan the QR code at right. If you have further questions, please call 916-633-7655 or email **FHSZcomments@fire.ca.gov**.

Scan or click the QR code for more information and to visit the interactive FHSZ viewer.

The State of California and the Department of Forestry and Fire Protection make no representations or warranties regarding the accuracy of data or maps. Neither the State nor the Department shall be liable under any circumstances for any direct, special, incidental, or consequential damages with respect to any claim by any user or third party on account of, or arising from, the use of data or maps.

Obtain FRAP maps, data, metadata, and publications at https://frap.fire.ca.gov.
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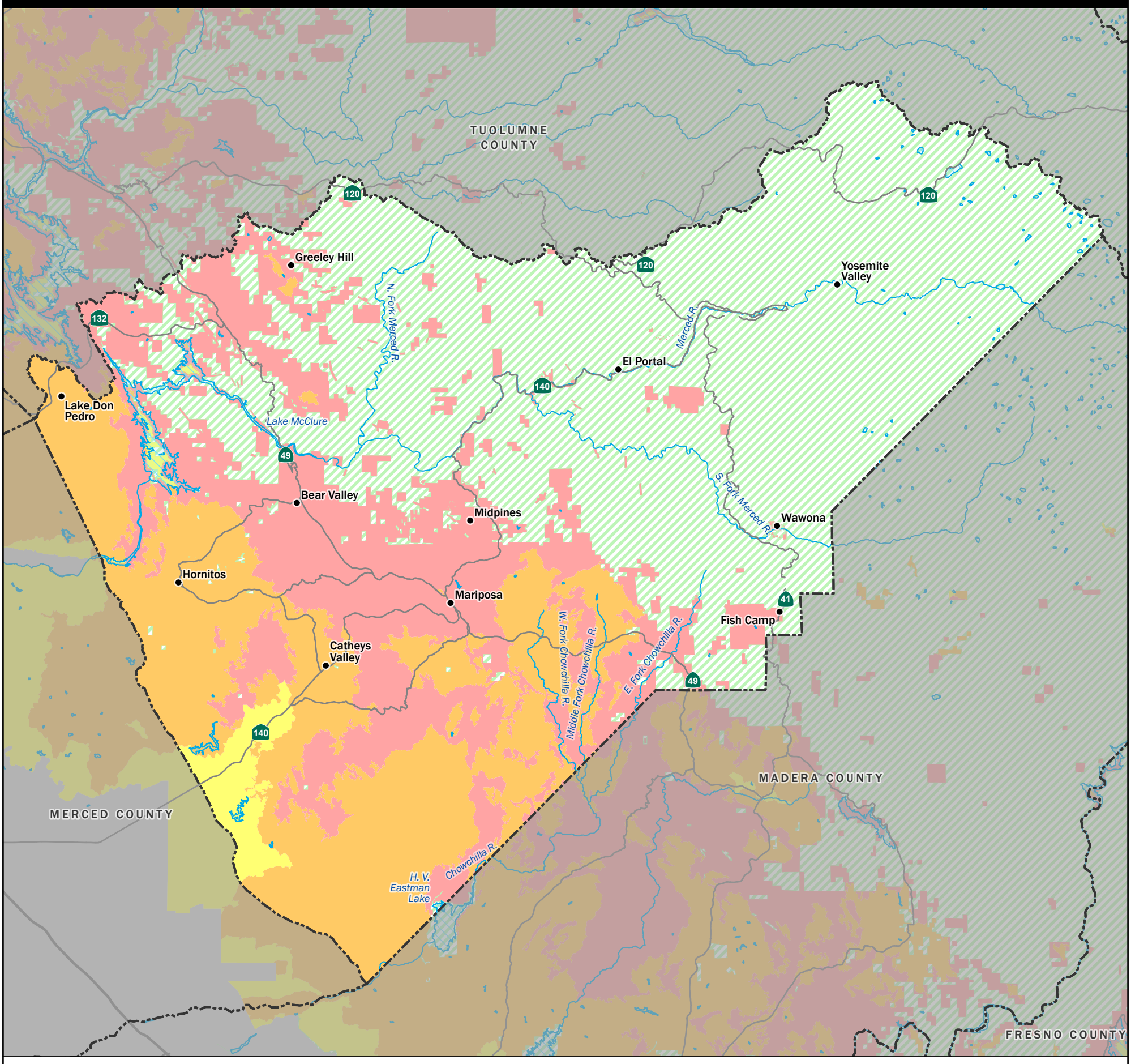
Gavin Newsom, Governor, State of California
Wade Crowfoot, Secretary for Natural Resources, California Natural Resources Agency
Daniel Berlant, Acting State Fire Marshal, California Department of Forestry and Fire Protection

Data Sources:
CAL FIRE Fire Hazard Severity Zones (FHSZSRA_23_2)
CAL FIRE State Responsibility Areas (SRA23_2)

MARIPOSA COUNTY

State Responsibility Area Fire Hazard Severity Zones

June 15, 2023





Fire Hazard Severity Zones in State Responsibility Area (SRA)

Very High	219,164 Acres
High	206,174 Acres
Moderate	18,276 Acres

Fire Protection Responsibility Areas (non-SRA)

- Federal Responsibility Area (FRA)
- Local Responsibility Area (LRA)
- Waterbody

0 5 10 Miles

0 5 10 15 20 Kilometers

Projection: NAD 83 California Teale Albers
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Gavin Newsom, Governor, State of California

Wade Crowfoot, Secretary for Natural Resources, California Natural Resources Agency

Daniel Berlant, Acting State Fire Marshal, California Department of Forestry and Fire Protection

Data Sources:
CAL FIRE Fire Hazard Severity Zones (FHSZSRA_23_2)
CAL FIRE State Responsibility Areas (SRA22_2)

MARIPOSA COUNTY
NOTICE OF EXEMPTION

TO: **County Clerk, County of Mariposa**
P.O. Box 247
Mariposa, CA 95338

FROM: **Mariposa County**
Planning Department
P.O. Box 2039
Mariposa, CA 95338

Project Title: An Ordinance creating a new chapter 8.04 of the mariposa county code titled "Mariposa County Fire Hazard Severity Zones" which designates fire hazard severity zones in Mariposa County.

Project Location: Countywide

Description Of Project: Adoption of an ordinance adding new provisions to Mariposa County Code Title 8, Health and Safety, §8.04. titled Mariposa County Fire Hazard Severity Zones, which is to designate into Mariposa County Code the levels of fire hazard consistent with State Law pursuant to Government Code Sec. 51178 in the State Responsibility Area applicable to Mariposa County, that being moderate, high, and very high Fire Hazard Severity Zones (FHSZs) as recommended by the State Fire Marshall pursuant to Government Code Sec. 51178.

Name of Public Agency Approving Project: Mariposa County

Name of Persons Carrying Out Project: Mariposa County

Exempt Status: Categorical Exemption, Class 5; Section 15061 (b) (3) The activity is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

Reason Why Project Is Exempt: The action is for ordinance adoption to add a Chapter to Mariposa County Code Title 8, Health and Safety, §8.04. entitled Mariposa County Fire Hazard Severity Zones, is to designate into Mariposa County Code the levels of fire hazard consistent with State Law pursuant to Government Code Sec. 51178 in the State Responsibility Area applicable to Mariposa County, that being moderate, high, and very high Fire Hazard Severity Zones (FHSZs) as recommended by the State Fire Marshall pursuant to Government Code Sec. 51178.

The Ordinance language and map itself does not allow for any physical development. The action would not authorize or allow for any physical changes to

the environment as any part of the adoption of the ordinance for local adoption of the State Fire Hazard Severity Zone Map for Mariposa County. Due to no physical changes allowed by the action, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

Lead Agency Contact Person: Steve Engfer, Planning Director

Phone Number: (209) 966-5151

Mariposa County, Planning Department

_____ _____

Steve Engfer, Planning Director Date

MARIPOSA COUNTY BOARD OF SUPERVISORS

SUMMARY OF PROPOSED ORDINANCE CREATING A NEW CHAPTER 8.04 OF THE MARIPOSA COUNTY CODE TITLED "MARIPOSA COUNTY FIRE HAZARD SEVERITY ZONES" WHICH DESIGNATES FIRE HAZARD SEVERITY ZONES IN MARIPOSA COUNTY

Notice is hereby given that on Tuesday, September 2nd, 2025, at 9:00 a.m. or as soon thereafter as the matter may be heard, at its regularly scheduled meeting, the Mariposa County Board of Supervisors will consider adopting an ordinance adding to Mariposa County Code Title 8, Health and Safety, §8.04. Titled Mariposa County Fire Hazard Severity Zones and adopting the following:

SECTION I. Mariposa County hereby designates the Fire Hazard Severity Zones as recommended by the California Department of Forestry and Fire Protection pursuant to Government Code Section 51178.

SECTION II. Authorize staff to submit this Ordinance and associated map to the Board of Forestry and Fire Protection Pursuant to 14 CCR 1280.02

SECTION III. The Board finds that this Ordinance is exempt pursuant to the California Environmental Quality Act (”CEQA”) and the Board directs staff to file the notice of exemption for the project.

SECTION IV. Approval of Exhibit A Map – Full version available at:
https://www.mariposacounty.org/DocumentCenter/View/100676/Fire-Hazard-Severity-Zones-Map

SECTION V. Adoption of Chapter 8.04 “Mariposa County Fire Hazard Severity Zones”

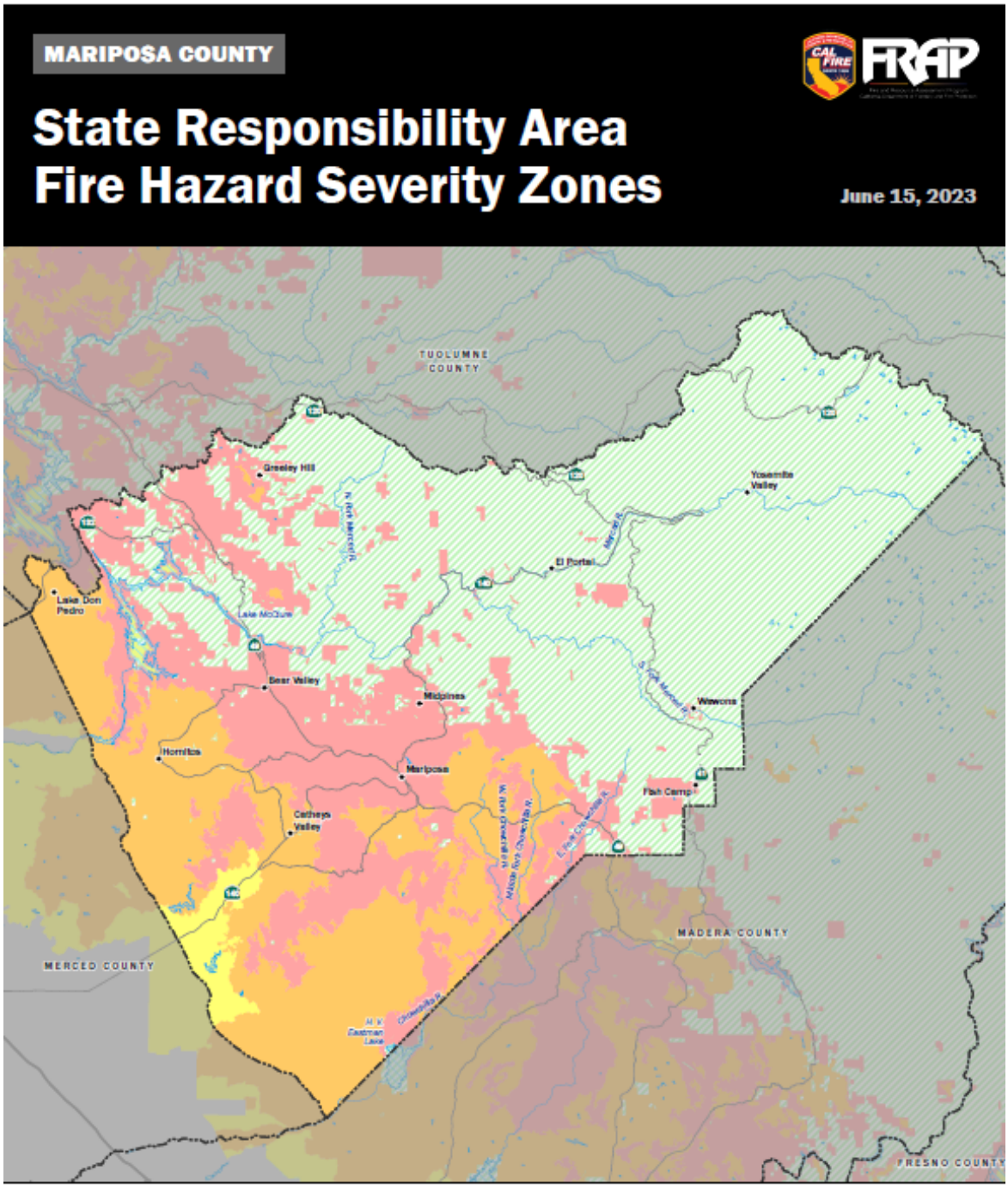
SECTION VI: This Ordinance shall become effective thirty (30) days after final passage pursuant to Government Code §25123.

The purpose is to designate into this Code the levels of fire hazard consistent with State Law pursuant to Government Code Sec. 51178 in the State Responsibility Area applicable to Mariposa County, that being moderate, high, and very high Fire Hazard Severity Zones (FHSZs) as recommended by the State Fire Marshall pursuant to Government Code Sec. 51178.

A certified copy of the full text of the ordinance is posted for public review in the Office of the Clerk of the Board of Supervisors at 5100 Bullion Street, Mariposa, California and is available for public inspection and copying in that office in accordance with the California Public Records Act, Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1.

DANIELLE BONDSHU
Clerk of the Board

EXHIBIT A



Public Resources Code 4201-4204 directs the California Department of Forestry and Fire Protection (CAL FIRE) to map fire hazard within State Responsibility Areas (SRA) based on fuel loading, slope, fire weather, and other relevant factors present, including areas where winds have been identified by the department as a major cause of wildfire spread. These zones, referred to as Fire Hazard Severity Zones (FHSZ), classify a wildland zone as Moderate, High, or Very High fire hazard based on the average hazard across the area included in the zone.

Access PDF versions of the maps at **https://osfm.fire.ca.gov/fhsz-maps**. For more information, please visit the Frequently Asked Questions document for the 2023 Fire Hazard Severity Zones at **https://osfm.fire.ca.gov/fhsz** or scan the QR code at right. If you have further questions, please call 916-633-7655 or email **FHSZcomments@fire.ca.gov**.

Scan or click the QR code for more information and to visit the interactive FHSZ viewer.

The State of California and the Department of Forestry and Fire Protection make no representations or warranties regarding the accuracy of data or maps. Neither the State nor the Department shall be liable under any circumstances for any direct, special, incidental, or consequential damages with respect to any claim by any user or third party on account of, or arising from, the use of data or maps.

Gavin Newsom, Governor, State of California
Wade Crowfoot, Secretary for Natural Resources, California Natural Resources Agency
Daniel Berlant, Acting State Fire Marshal

Data Sources:
CAL FIRE Fire Hazard Severity Zones (FHSZSRA_23_2)
CAL FIRE State Responsibility Areas (SRA22_2)

Board of Forestry and Fire Protection

Fire Risk Reduction Community List

Information for Applicants



What is the Fire Risk Reduction Community List?

The Fire Risk Reduction Community List (FRRCL) is a list of local agencies located in state responsibility areas or very high fire hazard severity zones that meet best practices for local fire planning.

What are the benefits to local agencies ?

- Priority for CAL FIRE Wildfire Prevention Grants
- Possible insurance discounts for FRRCL communities.

How can my agency apply for the list?

The application form is available on: bof.fire.ca.gov

WHO IS ELIGIBLE TO APPLY?



- Cities
- Counties
- Tribal Nations
- Special Districts



Connect with us!

Call Us
+916-653-8007

Visit Our Website
www.bof.fire.ca.gov

email:
LandUsePlanning@bof.ca.gov

Benefit of FRRCL for Grants

Wildfire Prevention Grants are funds for projects in and near fire threatened communities to improve public health and safety while reducing greenhouse gas emissions. CAL FIRE's Wildfire Prevention Grants can be used to fund projects or activities focused on the protection of people, structures, and communities.

What types of projects can be funded with Wildfire Prevention Grants?

Hazardous Fuels Reduction

- Vegetation Clearance
- Fuel Breaks
- Chipping Days
- Prescribed Grazing
- Green Waste Programs

Wildfire Prevention Planning

- Wildfire Risk Mapping
- Strategic Fire Planning Documents

Wildfire Prevention Education

- Outreach Programs
- Educational Materials

Wildfire Prevention Grant applicants will receive priority if the applicant is on the Fire Risk Reduction Community List, or if the applicant plans to utilize the grant funding to meet the List eligibility requirements.

Want to learn more about CAL FIRE's Grants Program?



Benefit of FRRCL for Insurance

The California Department of Insurance "Safer From Wildfires" regulations in Title 10, Section 2644.9(d), require insurance companies to use a rating plan that takes into account and reflects whether a structure is in a Fire Risk Reduction Community.

Read the Safer From Wildfire Regulations Here!

FRRCL communities may see a discount on insurance costs. Property owners in FRRCL communities can be directed to the Board's FRRCL webpage to access the list and other supporting documents for submission to their insurance providers. Questions or concerns regarding their insurance can be directed to the California Department of Insurance, or their insurance provider.

Quick Links for Property Owners

For documents which can be submitted to insurance Providers to verify FRRCL community status, including the resolution of Board approval:	Board of Forestry's FRRCL Webpage
For information on Safter from Wildfires insurance discounts for homeowners:	California Department of Insurance, Safer from WIldfires

Ready to Apply for the Fire Risk Reduction Community List?

To receive the Fire Risk Reduction Community designation, and benefits of the FRRCL, qualifying agencies must apply during the open application period. Once the list is updated it will remain valid for two years.

Timeline:

The application for the 2026 list will open July 1, 2025 and close October 1, 2025. Applicants *including* returning applicants *must* apply during the open application period for inclusion in the 2026 list.

July 1st, 2025
Application period opens. Application form posted to the Board's FRRCL webpage. Board staff begins review of applications.

October 1st, 2025
Application period closes, all applications due by midnight. Application form removed from webpage.

October 2025- June 2026
Board staff reviews applications. Applicants will be notified if additional information is needed to process their application. The Board will send notifications on application status.

June 16-17, 2026
The tentative 2026 FRRCL comes first before the Resource Protection Committee, and the before the full Board. Full Board will vote to adopt 2026 FRRCL.

July 1st, 2026
2026 list becomes effective. List is posted to the Board's website. List will remain active for 2 years.

Application Tips

- Complete your application early.
- Provide files in lieu of links.
- Include the name of the local agency in file names.
- For lengthy documents such as Local Hazard Mitigation Plans, note which pages contain the pertinent details.
- Include at least two points of contact with up-to date information.

Once my agency has submitted our application, what can we expect next?

Your application will be reviewed by Board staff. If additional information is needed to process your application Board staff will contact your agency via the information provided on your agency's FRRCL application. You will be notified of your application status during the Board review period. If the applicant meets all requirements the agency's name will be recommended to be added onto the next iteration of the list.

The list will first come before the Resource Protection Committee, and then before the full Board for adoption. Both meetings are open to the public.

To be added to the Board's mailing list and receive FRRCL updates including open application period notifications please email: LandUsePlanning@bof.ca.gov

Cities and Counties

To qualify for the FRRCL cities and counties will need to demonstrate compliance and exceedance of state minimum fire regulations.

Cities and Counties should complete the "City and County" portion of the application form. There are 10 total criteria, criteria 1-4 are mandatory criteria, and 5-10 are optional criteria. To qualify for the list a city or county would need to meet all 4 mandatory criteria, and 2 optional criteria.



Mandatory Criteria

The first four criteria are designed to determine whether a city or county has done its due diligence in keeping compliant with state regulations. In this portion cities and counties will be asked to provide documentation showing they have fulfilled the requirements of the following areas:

- **Fire Hazard Severity Zones**
- ***For Counties only:*** **Subdivision Map Submission**
- **Safety Elements**
- **Subdivision Review Recommendations**
- **Progress Reports**

Click on the links above for more information!

Optional Criteria

The optional criteria are designed to credit agencies for local fire planning actions they have taken which exceed state minimums or demonstrate best practices. Cities and counties can select which two optional criteria they would like to use to qualify.

Low Income Cities and Counties

The FRRCL program includes additional avenues for low-income cities and counties to qualify for the List. To be considered a **low-income city** the median household income must be equal or less than **80% of the area median income for the county** in which it is located.

A **county** with a median household income equal to or less than **80% of the California statewide median household income** is defined as low income.

Low Income cites and counties must meet all applicable mandatory criteria, one optional criteria, and have one optional criteria included as an objective in their Safety Element.

Special Districts and Tribal Nations



To qualify for the FRRCL designation, a special district or Tribe will need to demonstrate it meets or exceeds best fire planning practices. The application form consists of eligibility criteria which allow applicants to receive credit for a variety of fire planning actions, ranging from administrative actions to participating in community outreach and education.

Special Districts and Tribal Nations that are not cities and counties should complete the "Non-City and County" portion of the application. The application consists of 7 optional eligibility criteria. Special districts and Tribal applicants will qualify for the list if they demonstrate they meet 2 of the criteria.

What type of fire planning actions can be used to qualify for the list?

There are many actions that can be utilized to qualify for the list, such as:

- Recent adoption of a Community Wildfire Protection Plan.
- Active engagement Firewise USA community.
- Implementation of a California Vegetation Treatment Program (CalVTP) project.
- Identification of wildfire as a high priority hazard in a recent Local or Tribal Hazard Mitigation Plan.
- Implementation of an ongoing public outreach and education program about water conservation, defensible space, or Traditional Ecological Knowledge pertaining to fire.

Low Income Special Districts and Tribal Nations

The FRRCL program includes additional avenues for low-income special districts and Tribes to qualify for the List. To be considered low-income the special district or Tribe must serve **at least one city or county with a median household income equal or less than 80% of the area median income for the county or state** in which it is located. Low Income special districts or Tribes must meet 1 criteria, and have one criteria included as an objective or expected outcome in that agency's strategic plan or similar.

What type of evidence will my agency be asked to provide?

As part of the FRRCL application process you will be asked to submit evidence for each criterion being used to qualify.

For example, a Fire District might submit a flyer from a recent community event to demonstrate active engagement with a Firewise USA community.

MARIPOSA COUNTY

Board of Supervisors

Ordinance 2025-1201

MEETING: September 2, 2025

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor

RE: Waive the Second Reading and Adopt an Ordinance Amending Portions of Chapters 6.08 and 6.16 of Mariposa County Code Titled "Animal Control" and Barking Dogs-Public Nuisance" and Adding Chapter 6.10 Entitled "Vicious Dog Ordinance" (Supervisor Menetrey)

RECOMMENDATION AND JUSTIFICATION

Waive the Second Reading and Adopt an Ordinance Amending Portions of Chapters 6.08 and 6.16 of Mariposa County Code Titled "Animal Control" and Barking Dogs-Public Nuisance" and Adding Chapter 6.10 Entitled "Vicious Dog Ordinance" (Supervisor Menetrey).

The Board of Supervisors desires to amend Chapters 6.08 and 6.16 and add Chapter 6.10 of the Mariposa County Code and thereby expand the ability of the Animal Control Officers to respond to threats to public safety. These critical amendments will clarify the animal control officers' authority and create a new section to provide permits for multiple pet households.

The recommended changes will update the original ordinance chapters to enhance public peace, promote responsible pet ownership, and ensure a fair and enforceable process for addressing the following areas:

6.08.100 Impoundment - Changes "shall" to "may", giving the Animal Control Officer discretion in dealing with when to impound. Adds "Any animal that poses an immediate threat to public safety" as a category of animal that may be impounded.

6.08.141 Pound Operations Spaying and Neutering of Cats and Dogs - Adds the requirement of a written agreement that the animal will be spayed or neutered within 30 days as a condition for the release any impounded animal that has not been spayed or neutered. The addition is made in order to comply with Food and Agriculture Code section 30520.

6.08.150 Seizing and Impounding Dogs - adds animal that poses an immediate threat of serious bodily injury or death as category of animal that may be impounded.

6.08.230 Animal Control Designated - adds paragraph clarifying authority of Animal Control Officer consistent with Penal Code sections 836.5 and 830.9.

6.08.265 Multiple Pet Permit - Adds a new section requiring a permit for any single dwelling that maintains 10 or more dogs.

6.08.300 Vicious Dog Ordinance, including 6.08.300.10 to 6.08.300.70, inclusive, are moved to new Chapter 6.10, including sections 6.10.010 to 6.10.070, inclusive. This makes regulation regarding vicious dogs its own separate chapter.

Renumbered section 6.10.050 Registration of Vicious/Dangerous Dogs - Removes tattoo as a method to identify a dog that has been declared dangerous or vicious by the court. Microchip is the current technology for identification.

6.16.020(A) Barking Dog(s) Declared Public Nuisance Notice to Owners - adds new requirement for two written complaints from separate neighboring households before Animal Control Officer notifies dog owner to control the dog's barking.

6.16.020(B) exempts Agricultural Working Dogs from the provisions of Chapter 6.16, Barking Dogs.

6.16.030 Complaint Process-Enforcement - Adds subsection requiring that Animal Control Officer observe unprovoked barking for 20 consecutive minutes before issuing citation to dog owner.

On August 12, 2025, the Board held a hearing on the introduction of the Animal Control Ordinance contained in Title 6 of the Mariposa County Code. The Board decided to omit section 6.08.260B from the ordinance and directed staff to return to the Board for a second reading and adoption of the Animal Control Ordinance, with clerical errors corrected.

The attached ordinance is presented to the Board for adoption. It follows the direction of the board given on August 12, 2025, omitting section 6.08.260B. The text of the ordinance is the same as presented on August 12, 2025, with the following corrections to clerical errors:

1. Corrected misspelling in title.
2. Corrected misspelling in signature block.
3. Initial Capitalization of “Animal Control Officer” made consistent throughout.
4. Initial Capitalization of “Mariposa County” made consistent throughout.
5. Number references to Title, Chapter, and Section numbering in Chapter 6.10 and Chapter 6.16 made consistent throughout.
6. Changed reference from “section” to “chapter” in 6.16.020(B).

Staff and County Counsel recommend adoption of the ordinance.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board often makes updates to the County Code to address citizens' concerns. This matter was presented to the Board on February 18, 2025, May 13, 2025 and August 12, 2025. After receiving comments from public members on August 12, 2025, the Board waived the first reading and introduced the ordinance.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and the county code will remain status quo.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **ACO Ordinance 9.2.25 - CLEAN**
2. **Final - Summary of Proposed Amendment ACO**

VOTE RESULT

RESULT:	**Adopted**
MOVER:	District V Supervisor Miles Menetrey
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso
NAYS:	District II Supervisor Poe, District IV Supervisor Kiser

MARIPOSA COUNTY ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 6.08 ENTITLED "ANIMAL CONTROL" AND 6.16 ENTITLED "BARKING DOGS-PUBLIC NUISANCE" AND ADDING CHAPTER 6.10 ENTITLED "VICIOUS DOG ORDINANCE" OF MARIPOSA COUNTY CODE

WHEREAS, the Board of Supervisors desire to amend Chapters 6.08 and 6.16 of the Mariposa County Code; and

WHEREAS, the Board of Supervisors desires to expand the ability of the Animal Control Officers to respond to threats to public safety; and

WHEREAS, this amendment will clarify the authority of the Animal Control Officers; and

WHEREAS, the Board of Supervisors desires to create a new section to provide for the permits for multiple pet households.

NOW, THEREFORE, the Board of Supervisors of Mariposa County, a Political subdivision of the State of California, does ordain as follows:

SECTION I: Sections 6.08.100, 6.08.141, 6.08.150, 6.08.230, 6.08.265 and 6.08.300.050 of Chapter 6.08 of Mariposa County Code are hereby amended to read as follows:

6.08.100 Impoundment-When

The Animal Control Officer may impound:

A. Any dog or domestic animal, including livestock, running at large in the county.

B. Any unlicensed dog which is not exempt.

C. Any dog or domestic animal which has been declared by a court of competent jurisdiction to constitute a public nuisance or has caused injury to person or damage to property.

D. Abandoned dogs or other domestic animals.

E. Any animal that poses an immediate threat to public safety.

6.08.141 Pound-Operation-Spaying and Neutering of Cats and Dogs

A. No public pound, Society for Prevention of Cruelty to Animals shelter, or humane shelter shall sell or give away any dog or cat that has not been spayed or neutered, unless the animal shelter does both of the following:

1. Receives a deposit for spaying or neutering the animal. The deposit shall be in the amount determined by the pound or shelter to be comparable to the lowest fee charged by veterinarians in the locale but shall not exceed forty dollars ($40.00) for cats and seventy-five dollars ($75.00) for dogs. (F&A CODE 30520 d(2)). A veterinarian shall perform the operation. If a female cat and her kittens or a female dog and her puppies are sold or given away to one individual, only a single deposit shall be required. The pound or shelter may make appropriate arrangements for the spaying or neutering of the cat or dog or may return the deposit to the

person purchasing or receiving the cat or dog upon presentation of a written statement or receipt from the veterinarian or clinic that the animal has been spayed or neutered. The deposit may also include the amount necessary to recover any additional costs under this section.

2. Requires a written agreement, executed by the recipient, acknowledging that the cat or dog is not spayed or neutered, and the recipient agrees in writing to be responsible for ensuring the cat or dog will be spayed or neutered within thirty (30) days after the agreement is signed.

B. All cats and dogs over six (6) months of age at the time they are sold or given away by the pound or shelter shall be spayed or neutered within thirty (30) days or the deposit shall be deemed unclaimed. All cats or dogs six (6) months or younger at the time they are sold or given away by the pound or shelter shall be spayed or neutered within three (3) months, or the deposit shall be deemed unclaimed.

C. Any deposit not claimed under subsection A(1*)* shall be used only for the following purposes:

1. A public education program to prevent overpopulation of dogs or cats.
2. A program to spay or neuter dogs and cats.
3. A follow-up program to assure that animals sold or given away by the pound or shelter are spayed or neutered.
4. Any additional costs incurred under this section.

D. Public pounds, society for the prevention of cruelty to animal's shelters, and humane shelters may enter into cooperative agreements with each other and with veterinarians in carrying out this section.

6.08.150 Seizing and Impounding Dogs

The Animal Control Officer may impound an animal that poses an immediate threat of serious bodily injury, death, or that is in violation of section 6.08.260 of this chapter. If the Animal Control Officer observes an animal which is in violation of section 6.08.260 return to the private property of the animal's owner or the person who has the right to control or possess the animal a citation may be issued in lieu of impoundment. If the animal is impounded a notice shall be posted on the front door of the living unit of the owner or the person who has the right to control or possess the animal stating that the animal has been impounded, where the animal is being held, the name, address, and telephone number of the Animal Control Officer to be contacted regarding release of the animal and an indication of the ultimate disposition of the animal if no action to regain it is taken within a specified period of time by its owner or by the person who has a right to control or possess the animal.

6.08.230 Animal Control-Designated

There shall be a Animal Control Officer of Mariposa County who shall be employed by the Sheriff-Coroner's Office. The duties of the Animal Control Officer shall be as outlined in this chapter, and as may be set from time to time by resolution of the Board, and as may be prescribed by the laws of the state. The County Sheriff's Office is authorized to collect license

fees. The Animal Control Officer shall enforce the provisions of this chapter and of applicable sections of the state law; and is empowered to issue citations for violations of them. The Sheriff may designate any or all Mariposa County peace officers to perform the function of the Animal Control Officer as the Sheriff deems necessary.

Animal Control Officers, as defined by Section 6.08.010 subsection (G), are responsible for the regulation and the enforcement of this Chapter relating to the care and control of animals within the County. Officers shall have the authority to enforce any State or County laws, regulations, ordinances, or rules, relating to the care and control of animals. In the performance of his or her duties, Officers shall have the authority and immunities of public officers, as set forth in the California Penal Code, sections 836.5 and 830.9.

6.08.260 Owner Responsibilities

A. It shall be a violation of this chapter by a dog owner for an owner's dogs to:

1. Run at large on any private property or where any livestock or domestic fowl are kept without the permission of the property owner.
2. Be in a county park, county recreation area, school or school grounds, unless the dog is on a leash.
3. Run at large in a public street, trailer park or campground.
4. Injure a person or damage or destroy property.
5. It shall be a violation of this chapter for any person to abandon a dog or other animal in the County.

6.08.265 Multiple Pet Permit

It shall be a violation of this chapter to keep, harbor, possess or maintain in a single dwelling or business unit more than ten dogs over six months of age without a permit.

A. Permit required.

1. Multiple pet permit. No more than ten dogs over six months of age may be kept, harbored, possessed or maintained in a single dwelling or business unit without a multiple pet permit.
2. Exemptions. The following are exempt from the requirement of obtaining a Multiple Pet Permit: Licensed boarding facilities, veterinary clinics, rescue/adoption facilities registered as 501(c)(3) organizations, agricultural producers actively engaged in raising and managing 10 or more head of livestock for the production of meat, milk, or other livestock products.

B. Permit application.

1. The application for multiple pet permit shall include a written application to the Animal Control Officer.
2. The Animal Control Officer has authority to develop and maintain permit application and report forms and take any other necessary action to effectuate the purposes of this section.
3. An application for multiple pet permit shall list each dog to be included and show:

a. Facilities exist at the location to adequately secure, feed, house and maintain the animals.

b. Possession and maintenance of the animals at the location has not resulted in and is not likely to result in the animals being subjected to neglect, suffering, cruelty or abuse.

c. A current rabies certificate and a current county license for each dog.

C. Decision.

1. Inspection; notification. Before approving an application, the Animal Control Officer shall inspect the premises within thirty days of the application date.

2. Approval and conditions. The Animal Control Officer may approve the permit subject to reasonable conditions.

3. Term of permit; renewal. The permit is valid for one year. A multiple pet permit may be renewed without site review upon the filing of a complete application, unless Mariposa County Animal Control has received a substantiated complaint concerning the permitted location within the last year.

D. Violation.

1. Any dog not included on the multiple pet permit application may be subject to impound.

SECTION II: New Chapter 6.10 et seq. is hereby added, thereby amending Sections 6.08.300.10 through 6.08.300.70, inclusive, of Chapter 6.08 of Mariposa County Code as follows:

6.10.100 Vicious Dog Ordinance

6.10.010 Purpose And Intent
6.10.020 Vicious Dog Defined
6.10.030 Investigation
6.10.040 Misdemeanor
6.10.050 Registration Of Vicious/Dangerous Dog
6.10.060 Destruction Of Vicious Dog
6.10.070 Impoundment Of Vicious Dog

6.10.010 Purpose And Intent

Within the County of Mariposa there are vicious dogs which constitute a public nuisance which should be abated. This section is intended to supplement rather than supplant any other remedy available under state law or the Mariposa County Code.

6.10.020 Vicious Dog Defined

Any dog, except one assisting a peace officer engaged in law enforcement duties, which demonstrates any of the following behavior is presumed vicious:

1. An attack which requires a defensive action by any person to prevent bodily injury or property damage when such person is conducting himself or herself peacefully and lawfully.
2. An attack which results in property damage or in an injury to a person when such person is conducting himself or herself peacefully and lawfully.
3. An attack on another animal, livestock or poultry which occurs on property other than that of the owner of the attacking dog.
4. Any behavior which constitutes a threat of bodily harm to a person when such person is conducting himself or herself peacefully and lawfully.

For the purposes of this section, a threat of bodily harm to a person when such person is conducting himself or herself peacefully and lawfully upon the private property of an owner or possessor of the dog when he or she is on such property in the performance of any duty imposed on such persons by state or local law or by the laws of (or) postal regulations of the United States, or when he or she is on such property upon invitation, either expressed or implied.

6.10.030 Investigation

Upon notification of the whereabouts of a vicious dog, the Animal Control Officer shall immediately conduct an investigation of the matter for the purpose of verifying the report. If, after investigation, the Animal Control Officer determines that the dog has bitten or attacked a person or another animal so as to indicate vicious propensities, the Animal Control Officer shall either notify the owner of the dog in writing and direct that henceforth the dog be kept within a secured enclosure as approved by the Animal Control Officer, or under any other type of control the Animal Control Officer deems adequate under the circumstances, or proceed pursuant to Subsection 6.10.070 of this chapter with impoundment and court procedures. Failure to comply with such direction shall constitute a misdemeanor punishable pursuant to section 1.20.010 of this code.

6.10.040 Misdemeanor

A dog owner whose dog commits any of the acts described in subsection 6.10.020 is guilty of a misdemeanor punishable by section 1.20.010 of this code.

6.10.050 Registration Of Vicious/Dangerous Dog

Any dog found to be vicious or dangerous by a court of competent jurisdiction shall be registered with the Sheriff's Office. All such dogs shall be registered within ten (10) days of the effective date of the finding. The Sheriff's Office shall establish a registration fee not to exceed $25.00.

Furthermore, the keeping of a registered dog shall be subject to the following conditions:

A. Number and Identification. The owner or keeper shall have the licensing number assigned to such dog, or such other identification number as the Sheriff's Office shall determine.

The Sheriff's Office may require other methods of identification, e.g., installation of a microchip by a licensed veterinarian.

B. Display of Sign. The owner or keeper shall display a sign on his or her premises warning that there is a vicious/dangerous dog on the premises. The sign shall be visible and capable of being read from the fronting street or public highway.

C. Confinement Indoors. No registered dog may be kept on a porch, patio or in any part of a house or structure that would allow the dog to exit such building on its own volition except to a secured enclosure. In addition, no such dog may be kept in a house or structure when the windows are open or when screen windows or screen doors are the only obstacle preventing the dog from exiting the structure.

D. Confinement Outdoors. When outside, all registered dogs shall be confined in a secure enclosure, except when necessary to obtain veterinary care or to comply with commands or directions of a county official. All such enclosures must be adequately lighted and ventilated and kept in a clean sanitary condition.

Whenever necessity requires a registered dog to be outside of the enclosure, the dog shall be securely muzzled if it is vicious, and restrained with a chain having a minimum tensile strength of 300 pounds and not exceeding three feet in length, with handgrip, and shall be under the direct control and supervision of the owner or keeper of the dog.

E. A registered dog shall not be returned to an owner or keeper unless the owner or keeper shows county proof of liability insurance covering the registered dog.

F. For purposes of this section, the following definitions of "vicious" and "dangerous" shall apply:

1. Vicious Dog: Any dog which (1) kills a person; (2) inflicts serious wounds to a person, including multiple bites, or serious disfigurement, serious impairment of health, or serious impairment of any bodily function; (3) continues to exhibit the behavior which resulted in a previous finding by a court that it is a dangerous dog provided that its owner or keeper has been given notice of that finding; or (4) which has been found vicious by a court of competent jurisdiction.

2. Dangerous Dog: Any dog which (1) causes a wound to any person without provocation on public or private property; (2) while off the property of its owner or keeper, has killed or injured a domestic animal or livestock; (3) attacks any person; or (4) has been declared dangerous by a court of competent jurisdiction.

6.10.060 Destruction Of Vicious Dog

The court, in its discretion, wherein the misdemeanor is heard, is hereby granted the authority, if the court finds that the dog has bitten or attacked a person or another animal, to have the dog destroyed.

6.10.070 Impoundment Of Vicious Dog

If the Animal Control Officer has, pursuant to section 6.10.030, previously notified a dog's owner in writing that the dog is vicious and the dog subsequent to the notification is found to be at large, or actually bites or injures a person or another animal, then the dog shall be impounded and held in impoundment at the owner's expense pending a decision by a court of

competent jurisdiction as to the disposition of the dog pursuant to subsection 6.10.050 of this chapter.

SECTION III: Sections 6.16.020 and 6.16.030 of Chapter 6.16 of Mariposa County Code are hereby amended to reads as follows:

6.16.020(A) Barking Dog(s)-Declared Public Nuisance-Notice to Owners

The dog(s) referred to in the section above are hereby declared a public nuisance, as defined in Penal Code Section 370. Upon written complaint to the Animal Control Officer of two (2) or more persons residing at separate residences in the immediate neighborhood that a dog which habitually barks, howls, or yelps is being kept by any person in the county, the Animal Control Officer shall notify the person who owns, or keeps, or has control of the dog that a complaint has been received and the person shall take whatever additional steps the Animal Control Officer deems necessary to alleviate the howling, yelping or barking.

6.16.020(B) Agricultural Working Dogs

Dogs that are owned, used, or maintained in support of existing agricultural activity, consistent with Title 18 of this code and specifically with the definition of nuisance in §18.040.030, are exempt from this chapter 6.16.

6.16.030 Complaint Process-Enforcement

A. It shall be a violation of this chapter by a dog owner for an owner's dog to howl, yelp, or bark unprovoked for twenty consecutive minutes. A citation may be issued to the dog owner if the Animal Control Officer observes an owner's dog howling, yelping, or barking unprovoked for more than twenty (20) consecutive minutes.

B. If the person alleged to be keeping a dog and/or dogs as set forth in section 6.16.010 above does not take the steps required of him/her by the Animal Control Officer to alleviate the howling, yelping, or barking of his/her dog(s), the Animal Control Officer shall refer the complainant to the office of the district attorney to sign a formal complaint for violation of this section. The District Attorney may then bring an action in the superior court to abate the nuisance dog(s) pursuant to Code of Civil Procedure section 731.

SECTION IV: This ordinance shall become effective thirty (30) days after final passage pursuant to Government Code 25123.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this day of _____, 2025 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____

ROSEMARIE SMALLCOMBE, Chair
Board of Supervisors

ATTEST:

_____

DANIELLE BONDSHU
Clerk of the Board

APPROVED AS TO FORM:

_____

KEVIN BRIGGS
Assistant County Counsel

MARIPOSA COUNTY BOARD OF SUPERVISORS
SUMMARY OF PROPOSED ORDINANCE AMENDING CHAPTERS 6.08 ENTITLED “ANIMAL CONTROL” AND 6.16 ENTITLED “BARKING DOGS-PUBLIC NUISANCE” AND ADDING CHAPTER 6.10 ENTITLED “VICIOUS DOG ORDINANCE”

Notice is hereby given that on Tuesday, September 2, 2025, at 9:00 a.m., or as soon thereafter as the matter may be heard, at its regularly scheduled meeting, the Mariposa County Board of Supervisors will consider the adoption of an ordinance to amend chapter 6.08 entitled “Animal Control” and 6.16 entitled “Barking Dogs-Public Nuisance”, adding 6.10 entitled “Vicious Dog Ordinance” of Mariposa County Code (the Ordinance Amendment). This is to expand the ability of the Animal Control Officers to respond to threats to public safety. These critical amendments will clarify the Animal Control Officers' authority and create a new section to provide permits for multiple pet households. The recommended changes will update the original ordinance chapters to enhance public peace, promote responsible pet ownership, and ensure a fair and enforceable process.

A certified copy of the full text of the ordinance is posted for public review in the Office of the Clerk of the Board of Supervisors at 5100 Bullion Street, Mariposa, California, and is available for public inspection and copying in that office in accordance with the California Public Records Act, Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1.

Danielle Bondshu
Clerk of the Board

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: September 2, 2025

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Approve the Minutes of July 15th, 2025

RECOMMENDATION AND JUSTIFICATION

Approve the Minutes of July 15th, 2025.

Supervisors Smallcombe and Menetrey were excused from the July 15th, 2025 Board of Supervisors Meeting. Separating this set of minutes from Consent Agenda approval allows Board Members to vote as appropriate.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board routinely approves their meeting minutes.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and these minutes will remain in draft status forever.

FINANCIAL IMPACT

None

ATTACHMENTS

1. CA071525-DRAFT

VOTE RESULT

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

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
JULY 15, 2025

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

Vice-Chair Toso called the meeting to order and noted that Supervisors Menetrey and Smallcombe were excused.

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Excused	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	Excused	9:00 AM

B. Pledge of Allegiance

Vice-Chair Toso led the pledge.

C. Introductions

None.

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

Vice-Chair Toso read the Consent Agenda note.

Public comment was received by Steve Engfer/Interim Planning Director, who thanked the Planning Advisory Committee (PAC) members for their service, as well as the Historic Sites committee members. He mentioned they were helpful with the Topos Ventures project.

Supervisor Kiser explained she put CA. 2, a letter of support for Ray McPadden from four different counties, on the Agenda because he had been doing very well as the Acting Interim Superintendent of Yosemite National Park. She explained that Supervisor Smallcombe had also been invited to those conversations, and

she listed some names of people who had been working on the Department of Interior (DOI) policy that had come out between the National Park and the county governments. She mentioned that the policy would be a solution to a long-term problem and that Mr. McPadden recognized that. She summarized that he has consistent communication with all partners and recognizes that Mariposa's economy is very dependent on the park, so he wants there to be a healthy relationship. She explained that there was an urgency to approve the letter because the recruitment had closed, and Congress needed the appointment pushed through immediately. Supervisors Toso and Poe expressed their appreciation to Supervisor Kiser for sponsoring the item, and Supervisor Poe expressed interest in meeting Mr. McPadden the next time he was in town.

Supervisor Poe expressed his appreciation for the PAC and Historic Sites committee members, saying they are volunteers and often don't receive thanks. He mentioned that a lot of the members have been involved for many years.

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

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Board of Supervisors**

Approve a Joint Letter in Support of Ray McPadden as he Seeks Consideration for the Permanent Position of Superintendent of Yosemite National Park with Madera, Mono, and Tuolumne Counties (Supervisor Kiser)

CA3. **Health and Human Services Agency**

Accept Grant Award from the National Environmental Health Association - United States Food and Drug Administration (NEHA - FDA RFFM) in the Amount of $8,500 to Improve and Build Upon Existing Food Programs to Reduce the Occurrence of Food-Borne Illness Risk Factors Found in Food Establishments

CA4. **Health and Human Services Agency**

Approve the Annual Plan Update with the California Department of Health Care Services in Order to be in Compliance with the Mariposa County Mental Health Services Act

CA5. **Health and Human Services Agency**

Approve the Submittal of an Application to the Administration of Community Living for the Elder Justice Innovation Grant (EJIG) to Prevent Adult Maltreatment and Measurably Improve the Outcomes of Individuals

CA6. **Health and Human Services Agency**

Approve Year-End Budget Action Decreasing the Miscellaneous Expense Category and Increasing the Salary/Benefit Category in the Health and Human Services Agency (HHSA) Workforce Development (WFD) Grant Budget to Allow for Fiscal Year (FY) 24/25 Personnel Expenses ($71,798)

CA7. **Planning**

Accept the Resignation and Recognize the Service of Kim Brisack; and Re-Appoint Ava Burns, Jeanetta Phillips, and Gail Dreifus with Terms Expiring February 29, 2028, to the Creative Placemaking Strategy Advisory Committee

CA8. **Planning**

Accept the Resignation and Recognize the Service of Casey Archer; and Re-Appoint Karen Herman and Richard Westfall with Terms Expiring February 28, 2027, to the Catheys Valley Community Planning Advisory Committee

CA9. **Planning**

Re-Appoint Kathleen Leavitt, Jacob Hawley, and Jeanetta Phillips to the Historic Sites and Records Preservation Commission with Terms Expiring February 29, 2028

CA10. **Planning**

Re-Appoint Magnum Godfrey to the Coulterville Planning Advisory Committee with a Term Expiring February 28, 2027

CA11. **Sheriff's Office**

Approve Second Amendment with Guardian RFID Increasing the Amount by $26,672, for a New Amount Not to Exceed $60,000, for an Inmate Management, Monitoring and Tracking System; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA12. **Sheriff's Office**

Approve an Agreement with Permitium LLC for the Concealed Carry License and Fingerprint/Livescan Community Online Portal; and Authorize the Board of Supervisors Chair to Sign the Agreement

E. Items removed from Consent Agenda

None.

F. Departmental Presentation

Kari Kisela/Chamber of Commerce thanked the members of the committees who were being appointed, reappointed, and recognized for their service. She said it was nice to know that those people care so much and are genuinely invested in the community. She mentioned that the prior weekend, there was the Night at the Museum event and that Happy Burger put on a fundraiser event, Cost for Kids, both of which she reported were successful.

Steve Engfer mentioned that they would have the Planning Commission discussion on the upcoming Friday to review the Development Code updates. He reported that all draft articles were finished and were heading for their final review, to then be brought to the Board. He mentioned that there would be discussions with the Agriculture Advisory Committee, and they had to address four articles to consider advancing. Vice-Chair Toso mentioned it was essential to continue inviting more people to come and give input.

Ms. Kisela reported that the next sponsored event would be Court Appointed Special Advocates (CASA) hosting a volunteer fair on Saturday, the 29th, to attract different volunteers for organizations that may need public assistance.

Joe Lynch/County Administrative Officer summarized that he would be heading an Ad Hoc Committee for code compliance and that they had members join from the Code Compliance Advisory Committee (CCAC) and were seeking members to be appointed from the Planning Commission if they were interested. He explained that once they could begin working, they would hope to be finished by October 31st.

Larry Pendarvis/County Fire/CAL FIRE Division Chief mentioned that he was reporting in cooperation with Cal Fire. He thanked all the volunteer firefighters for stepping up. He noted that on July 5th, they stepped up to staff water tenders, which proved successful for the suppression of that fire. He explained that their reserves were en route to McClure to be on standby for the fireworks, and they happened to be the first engine on standby. He thanked each member and the fire prevention crew for their outstanding work.

Vice-Chair Toso also thanked them for their hard work, saying that the fire was very close to their ranch. She mentioned she was talking to Supervisor Kiser at the top of a hill, watching them get water from their stock pond to fight the fire. She noted she was very impressed with the responses that year.

G. Public Comment on Non-Agenda Items

Johnothan Noel/Resident mentioned there was a lack of housing in Mariposa County. He inquired if the County had made any progress finding non-profits willing to build more housing for rent to attract businesses and expand existing ones. He explained he knew companies that would want to expand from Fresno and Bakersfield to Mariposa, but mentioned that they need housing for employees to rent. He noted that the County had donated property for housing in the past, such as on Fournier Road. He mentioned that the County depends heavily on tourism, but it is also essential to create new housing so employees and businesses don't have to commute from outside Mariposa.

In response to Mr. Noel, Joe Lynch explained that the County does engage quite a bit, like with the Fournier Road development. He mentioned that the County was considering a grant to enlarge the bridge, allowing for more access to the property behind the Creekside Terrace apartment development. He noted that, in addition, they had also reviewed the Field of Dreams, a 55-acre area adjacent to the Health and Human Services Agency (HHSA), and had received some interest from non-profits in building there. He summarized that the County was working on all those facets.

H. Regular Agenda Items

1. **Health and Human Services Agency**

Receive a Presentation about the Mariposa County Community Health Improvement Plan (CHIP)

Aryn Fisher/Accreditation Coordinator and Imrinder Toor/Administrative Analyst gave a PowerPoint presentation. No public comment was received.

In response to questions from Supervisor Poe, Jeff Dillbeck/Deputy Director of Adults and Aging explained that with the old restaurant program, individuals were given three vouchers to use per week at either cafe location at any time. He mentioned that the grant program that used to fund it had run out, and that HHSA had been unsuccessful in funding it themselves. He explained that the new location they were using was the Veterans of Foreign Wars (VFW) building in North County. He explained that the new program was once a week, and participants had the option of taking home two frozen, homemade meals afterward, which were equivalent to the three meals provided under the old program. He explained that transportation was available through the HHSA Transportation Division, but that they would be working on further developing that program in North County. He mentioned that there were restrictions on the dietary guidelines, as the program was funded by Area 12, which requires the cafés to follow regulations from the Food and Drug Administration (FDA).

Supervisor Kiser asked if they used any tracking to see if their goals from the previous year were successful. In response to Ms. Fischer's statement that she would share her outcomes data, Supervisor Kiser asked the HHSA to bring that information to Board presentations in the future. She explained that a summary of the prior year's goal success, the proposed future goals, and how they planned to achieve them would be excellent.

In response to Vice-Chair Toso's questions, Ms. Fischer stated that she would share the food security committee's information with the Board members.

In response to questions from Vice-Chair Toso, Margarita King/Public Health Nurse mentioned they were working on recruiting dentists that accept Medi-Cal insurance. She mentioned that in the meantime, they did have a provider, Mariposa Tuolumne Dental Services. She noted that they maintain in constant collaboration with the state to ensure they can provide accurate information to dentists. She said there were kindergarten dental assessments for early detection of dental issues, and if any were detected, they would do a warm handoff to a dentist accepting new clients, and then work with the HHSA Transportation Division if needed.

In response to a question from Vice-Chair Toso, Mr. Toor explained HHSA had a future assessment with Cal Care scheduled for subsidized child care services. He mentioned that they could bring back more information on that topic as well.

RESULT: PRESENTATION HELD

I. Board Information

Board information was received.

J. Closed Session

9:59 AM Vice-Chair Toso read the closed session item and recessed the Board into closed session. No public comment was received.

1. **County Counsel**

CLOSED SESSION: Conference with Legal Counsel; Existing Litigation - Paragraph (1) of Subdivision (d) of Section 54956.9: National Opioid Litigation (1:22-CV-01370-ADA-SAB)

RESULT: CLOSED SESSION HELD

K. 2:00 PM Reconvene

2:00 PM Vice-Chair Toso reconvened the Board meeting and reported that during the closed session information was received and direction was given. She noted that Assistant Counsel Briggs had stepped in for Counsel Wall for the remainder of the meeting.

1. **Public Works**

PUBLIC HEARING: Adopt the Current Fee Structure for Countywide Service Area No. 1, Road Maintenance for Zones of Benefits; and Authorize the Fee to be Placed on the Property Tax Roll for Fiscal Year (FY) 25-26

Shannon Hansen/Director of Public Works and Transportation gave the staff report. No public comment was received. Board discussion ensued.

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

2. **Public Works**

PUBLIC HEARING: Authorize and Direct Staff to Place Special Districts' Delinquent User Fees on the Fiscal Year (FY) 25-26 Property Tax Roll

Shannon Hansen/Director of Public Works and Transportation gave the staff report. No public comment was received. Board discussion ensued.

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

L. Adjournment

2:08 PM Vice-Chair Toso adjourned in memory of Marie Denton and Kathryn 'Katy' Holm.

Respectfully submitted,

Malena Palmer
Deputy Clerk

Rosemarie Smallcombe
Chair, Board of Supervisors

DRAFT

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: September 2, 2025

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Approve the Minutes of May 20th and August 5th, 2025

RECOMMENDATION AND JUSTIFICATION

Approve the Minutes of May 20th and August 5th, 2025

Supervisor Menetrey was excused from the May 20th, 2025, Board of Supervisors Meeting. Separating this set of minutes from Consent Agenda approval allows Board Members to vote as appropriate.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board routinely approves their meeting minutes.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and these minutes will remain in draft status forever.

FINANCIAL IMPACT

None

ATTACHMENTS

1. CA052025-DRAFT

VOTE RESULT

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

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
MAY 20, 2025

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

Chair Smallcombe called the meeting to order and noted that Supervisor Menetrey was excused. She noted that CA. 7 had been withdrawn.

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	Excused	9:00 AM

B. Pledge of Allegiance

Chair Smallcombe led the pledge.

C. Introductions

Chris Bernard/County Fire/CAL FIRE introduced Allen Stickles/County Fire/CAL FIRE. He noted Mr. Stickles joined the team after Mike Wise got promoted. He mentioned Mr. Stickles is very familiar with the logistical sides of firefighting.

Mr. Stickles said he was an alumnus of Mariposa County High School, so he was happy to be back and expressed that he appreciated the opportunity.

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

Chair Smallcombe read the Consent Agenda note.

Public comment was received by Shannon Hansen/Public Works and Transportation Director, who commented on the Public Works Week proclamation. She asked everyone to take a moment to celebrate her

team, which often doesn't get a lot of recognition. She highlighted some of their important duties, such as ensuring clean water flows, managing fleet vehicles, solid waste division, parks and recreation division, etc. She mentioned that the Public Works team are the unsung heroes who make the town of Mariposa livable.

Heather Livingston/Youth Coordinator at Mariposa Safe Families (MSF) introduced the Friday Night Live (FNL) youth to present their public comment.

A Friday Night Live youth representative expressed they were proud to be supported by their great mentors. She explained they were present to accept this proclamation as they requested the Mariposa County Board of Supervisors proclaim the month of May 2025, as Flavored Tobacco Week. They mentioned the tradition started in 2001, when 83% of youth saw flavored tobacco as more appealing. She referenced a survey that deduced nearly 33% of youth have tried tobacco, and mentioned that these products were designed to get youth addicted. She mentioned a soon-to-come Assembly Bill that would create a ban, but recognized that even with that movement, public involvement was still necessary. She explained they would be sharing social media posts and hosting events throughout the week, including a chalk walk on 8th Street and a gallery.

9:11 AM Chair Smallcombe moved item CA. 3 to the "Items removed from Consent Agenda" section in order to take a separate vote and formally present the proclamation, and recessed the Consent Agenda in order to do so while the youth were present. She reconvened and returned to the Consent Agenda at **9:23 AM.**

Director Hansen commented on CA. 2. She explained that the Public Works Department came to the Board a month or so prior to approve a play structure that was funded through a grant with the Probation Department. She mentioned that during installation, they realized there were some utilities forcing them to switch the layout and get rid of the swings. She explained that they reached out to their partners and the Probation Department once again gave them a set of swings through another grant's funding. She complimented Probation Chief Ryan Oliphant and his team, stating they are amazing, and mentioned that the Health and Human Services Agency (HHSA) has similarly assisted the Parks and Recreation Division before as well.

Joe Lynch/County Administrative Officer mentioned in terms of Public Works Week he felt the same way as Ms. Hansen. He explained that through disasters, it is easy to see they are a great team. He explained that the rest of the County's community partners and the Sheriff's Office are great too, but mentioned that the Public Works Department specifically had gotten the County through some hard times. He also mentioned his appreciation for emergency responders since it was also Emergency Medical Services (EMS) Week.

Margarita King/Public Health Nurse, who was invited to speak on CA. 4 by Supervisor Kiser, explained the item was about a home-visiting program. She explained that the program started a long time ago, and that there are guidelines surrounding them. She mentioned a few other childhood enrichment programs, and referenced studies that showed how they positively benefited youth. She explained that in the current fiscal year they were still figuring out how to implement the program, but noted some exciting things to come, such as a certified lactation consultant being brought on. She mentioned they would be using evidence-based tracking programs to analyze the accomplishments, and mentioned families could be of any size and income to participate, or could be grandparents taking care of a child in their home. Supervisor Kiser and Chair Smallcombe gave Ms. King and HHSA staff kudos.

Supervisor Poe expressed his appreciation for the Public Works team as well. He mentioned that most people do not get to see firsthand what those folks do, and recalled a story from a storm in Greeley Hill that

collapsed the roofs on people's homes. He explained that leadership is what helps make the teams so successful, and gave kudos to Jeannie Morvay-Clayton and Director Hansen.

Chair Smallcombe gave her kudos as well, and mentioned one of the orange snow markers near her was starting to tip.

Supervisor Toso expressed her thanks and appreciation for the teamwork at Public Works. She said they work in a variety of situations, from pulling horse trailers and huge trees to invisible things like cleaning the facilities. She also commented on CA. 9 and expressed her appreciation for the agreement with Park Planet for the swings. She acknowledged it is important to a lot of people, and that it was amazing that the departments were working together so well because it makes a huge difference to the County.

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

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Auditor**

Approve Budget Action Transferring Funds from the County Service Area 3 (CSA3) Fund to the County Fire Projects Fund for Repairs and Maintenance of the County Fire Base of Operations at Springhill ($194,040) (4/5ths Vote Required)

CA4. **Health and Human Services Agency**

Ratify the Signatures of the Health and Human Services Director for the Acceptance of the California Home Visiting Program (CHVP) Funding Application Agreement Number CHVP SGF EBHV-24-22 in the Amount of $410,356 for Fiscal Year 2024-2025; and Authorize the Health and Human Services Director to Sign the CHVP Funding Agreement (AFA) for the Subsequent Three (3) Fiscal Years if Conditions Remain the Same (Subject to Approval as to Legal Form by County Counsel) (4/5ths vote required)

CA5. **Health and Human Services Agency**

Approve an Agreement with the California Department of Social Services for Privacy and Security; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA6. **Health and Human Services Agency**

Approve an Agreement with Patton Sheet Metal Works Dba: Patton Air Conditioning in the Amount of $65,000 for Maintenance and Repair; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA8. **Public Works**

Proclaim May 18th through May 24th, 2025, as "Public Works Week"

CA9. **Public Works**

Approve First Change Order with Park Planet, Inc. in the Amount of $24,629.93 for a New Amount Not to Exceed $117,407.34 for the Mariposa Town Park Playground Project; Authorize the Board of Supervisors Chair to Sign the Change Order; and Approve Budge Action Transferring Funds from Probation Fund 3424 to Public Works Facilities ($30,000) (4/5ths Vote Required)

CA10. **Sheriff's Office**

Approve First Amendment with Guardian Radio Frequency Identification (RFID) Increasing the Amount by $2,692 for a New Amount Not to Exceed $33,328 for an Inmate Management, Monitoring and Tracking System; and Authorize the Board of Supervisors Chair to Sign the Amendment

E. Items removed from Consent Agenda

CA7. **Health and Human Services Agency**

Approve First Amendment with Mercy Medical Transportation, Inc. Increasing the Amount by $300,000, for a New Amount Not to Exceed $600,000, for the County to Provide a Monthly Subsidy for Ambulance Services and Direct Mercy to Collect Data that Can be Used to Inform Future Ambulance Operations; and Authorize the Board of Supervisors Chair to Sign the Amendment

RESULT: WITHDRAWN

CA3. **Board of Supervisors**

Proclaim May 25th to May 31st, 2025 as "Flavored Tobacco Education and Advocacy Week" (Board Chair)

Heather Livingston and Friday Night Live (FNL) youth gave public comment during the Consent Agenda's public comment period. Then, at **9:11 AM**, Chair Smallcombe moved item CA. 3 to the "Items removed from Consent Agenda" section in order to take a separate vote and formally present the proclamation, and recessed the Consent Agenda in order to do so while the youth were present.

Further public comment was received by Supervisor Kiser, who thanked the presenters for coming in to talk about this topic. She acknowledged that Mariposa Safe Families (MSF) had done an incredible job and all the youth programs throughout the County have as well. She mentioned helping young people help each other was important for prevention, and it would maybe help them avoid making some bigger mistakes in the future.

Kudos were given to the FNL youth by Supervisors Toso, Poe, and Smallcombe and Joe Lynch. They acknowledged the impact organizations like this have on the community, the courage of these youth to speak at this meeting, and to go against the grain of some of their peers.

RESULT: **Adopted (UNANIMOUS)**
MOVER: District IV Supervisor Jenni Kiser

SECONDER:	District II Supervisor Shannon Poe
AYES:	District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	District V Supervisor Menetrey

Chair Smallcombe moved off the dais and presented the Flavored Tobacco Education and Advocacy Week proclamation to the Friday Night Live Youth. She reconvened and returned to the Consent Agenda at **9:23 AM.**

F. Departmental Presentation

Steve Engfer/Planning Director gave an update on the zoning ordinances and Planning Commission. He explained that one of the next steps was editing Title 16, Article 5 of the development code. He mentioned the June 6th joint Agricultural Advisory Committee and Planning Commission meeting because of the necessary changes to zoning associated with agriculture. He reported that a joint Code Compliance Advisory Committee and Planning Commission meeting would be coming up as well to look at the Title 17 draft recommendations. He explained they would hopefully be bringing the item to the Board in July 2025. He said they would consider this and whether to advance it to the public review process, and noted he wanted to make sure the Board and the public were aware.

Jonathon Farrington/Tourism Bureau mentioned he was impressed with Mariposa's youth and that he appreciates the Public Works team. He reported that May was designated as Tourism Month for the United States and wanted to provide an update. He mentioned they held four town hall meetings in El Portal, North County, the Mariposa County Government Center, and Fish Camp as listening sessions for their constituents in the lodging and tourism industry to hear about their local and economic challenges they were facing. He mentioned the National Parks Service reservation system and how they are working on their financial forecasting. He stated that travel and overall occupancy were down slightly, but they might not notice a reduction because Mariposa sees one of the highest amounts of transient occupancy taxes in the state. He mentioned that tourism is something they are very serious about seeing thrive. He explained they would be adding a position for a tourism development director. He mentioned he would hope to get off the road a little bit in the coming year because of this and would love to speak to the County Administrative Officer. He ended with the statistic that 6,000 Mariposans, or 60 percent work in tourism.

Kari Kisela/Chamber of Commerce expressed her appreciation for Public Works, noting they are fantastic at parades and are the last trolley on the end. She mentioned how they put up the banners across 140 for them for the town events and post waivers as well. She noted some town events that would be happening soon, including the Andre Nicotina concert at the Grove House, Thursday open mic night, Art Wine and Wheels on that coming Saturday on the Courthouse lawn, Made in Mariposa's class on Saturday, and the Chivalry Festival the following week at which the Chamber of Commerce would have their margarita booth.

Jeff Mesa/Commander of the Oakhurst California Highway Patrol (CHP) office and explained that they would be merging with the Mariposa office to become combined assets. He explained that this change would put more units where they need to be, and that he would split his time between the two offices. In response to questions from Supervisors Smallcombe and Kiser, Mr. Mesa explained they would be keeping the Mariposa office to serve as a substation and that they would no longer need to provide a 24-hour service as a resident post. He mentioned that, normally, at that midnight to 6 AM time frame, they generally get zero calls for service. He explained that officers on call would have to be within the County's jurisdiction, and that they

would work collaboratively with the Sheriff's Office during the transition, but that they would not be requiring assistance from any other agencies. He did admit the transition would be a long process and could last until the end of the year, but that they would be trying to make it fast.

G. Public Comment on Non-Agenda Items

No public comment was received.

Recess Board of Supervisors

10:06 AM Chair Smallcombe recessed the Board and Malena Palmer/Deputy Clerk of the Board read the announcement pursuant to government code 54952.3.

Announcement Pursuant to Government Code 54952.3

H. LOCAL TRANSPORTATION COMMISSION

10:07 AM Local Transportation Commission Chair Toso called the meeting of the LTC to order.

Public Comment Period

No public comment was received.

LTC Regular Agenda

1. **Public Works**

Reappoint Tina McLaughlin as a Social Service Provider for Seniors Representative to the Social Services Transportation Advisory Council (SSTAC) with a Term Expiring May 20, 2028

Jeannie Morvay-Clayton/Administrative Analyst from the Transportation and Planning Division gave the staff report. No public comment was received.

Supervisor Poe asked what this council does and explained he brought it up because a few residents had mentioned that there used to be buses that ran up Greeley Hill. He said they used to ride to Groveland or into Yosemite, and asked if those were some services the County had to give up.

Ms. Morvay-Clayton explained when it came time to replace the buses, they decided to switch to vans instead because of their superior maneuverability in those areas. She mentioned they were still operating many of those same routes, and you can call transit at HHSA to get their information.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District IV Supervisor Jenni Kiser

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

2. **Public Works**

Adopt a Resolution Approving the Transportation Planning Overall Work Program (OWP) for FY 2025-26; and Authorize the Local Transportation Commission Executive Director to Sign the Program and Any Subsequent Documents Related to the Program (Subject to Approval as to Legal Form by County Counsel)

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

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

Adjourn LTC

10:14 AM LTC Chair Toso adjourned the meeting of the LTC.

Reconvene as Board of Supervisors

10:14 AM Chair Smallcombe reconvened the Board meeting.

I. Regular Agenda Items

1. **Clerk of the Board**

Receive a Presentation from the Behavioral Health Board

10:15 AM Chair Smallcombe recessed the meeting for a quick break and reconvened at **10:20 AM**.

Paul Brickett/Behavioral Health Board Chair gave a PowerPoint presentation. No public comment was received. Board discussion ensued.

RESULT:	PRESENTATION HELD

2. **Public Works**

Adopt the Mariposa County General Permit Conditions and Specifications for Trench Cuts and Street Resurfacing Policy

Shannon Hansen gave the staff report.

Public comment was received by Jonathan Noel/Resident, who wondered if this was what procedure people would have to follow. He mentioned that most of the time he would see people grind and bury the wire at the same time, and he wondered why they didn't do it this way to not make a whole mess.

Supervisor Kiser expressed her excitement about this item. She mentioned right after she started as the District 4 Supervisor in January she was immediately confronted by a constituent who wanted to see this happen. She recognized the great turnaround time and mentioned it was a great guide to fall back on.

In response to a question from Supervisor Poe, Director Hansen said with very low Pavement Condition Index (PCI)-scoring roads, they still leave it better than what was previously there.

Chair Smallcombe and Supervisor Toso gave kudos to the Public Works Department, noting their excitement, how the ground rules were now laid out clearly, and nothing would be left up to interpretation.

Director Hansen finished that they would make sure all the local utility districts get this policy so that there would be no surprises, like if Mariposa Public Utility District had some emergency work to do.

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

3. **Sheriff's Office**

Adopt a Resolution Approving the 2025 Local Hazard Mitigation Plan (LHMP)

Kevin Packard/Undersheriff and Raquel Sandoval/Mariposa County Sheriff's Office gave the staff report. Kudos were given to the LHMP plan and the Sheriff's Office by Supervisors Kiser and Smallcombe. No public comment was received.

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

4. **Planning**

Waive the Second Reading and Adopt an Ordinance Titled "Amending the Text of Section VI(A)(1) of the Coulterville Town Plan to Add Special Occupancy Parks as Defined in the State Health and Safety Code as Conditional Uses in the Highway Service Commercial Land use Classification Pursuant to General Plan/Area Plan Amendment Application No. 2024-100". Applicant, Topos Ventures LLC, the Project Site is Located at 10407 Highway 49, Coulterville, CA. Assessor Parcel Number (APN) 002-220-001

Steve Engfer gave the staff report. No public comment was received. Supervisor Poe gave kudos to the Planning Department for this project.

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

5. **Planning**

Waive the Second Reading and Adopt an Ordinance Titled "Amending the Land Use Diagram in the Coulterville Town Planning Area Town Plan, to Change the Single Family Residential 2.5-Acre Land use Classification Within APN 002-220-001 to the Highway Service Commercial Classification Pursuant to General Plan/Area Plan Amendment Application No. 2024-100. Applicant, Topos Ventures LLC, the Project Site is Located at 10407 Highway 49, Coulterville, CA. Assessor Parcel Number (APN) 002-220-001

Steve Engfer gave the staff report. No public comment was received.

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

J. Board Information

Board information was received.

K. Closed Session

11:04 AM Chair Smallcombe read the closed session item and recessed the Board into closed session. No public comment was received.

1. **Clerk of the Board**

CLOSED SESSION: Conference with Legal Counsel; Anticipated Litigation; Significant Exposure to Litigation; Cases to be Discussed: One (1)

RESULT: CLOSED SESSION HELD

Report Out

L. 2:00 PM Reconvene

2:00 PM Chair Smallcombe reconvened the Board meeting and reported that during closed session information was received and direction was given.

1. **Public Works**

PUBLIC HEARING: Receive Comments Regarding the Proposed Adjustments to the Solid Waste Removal Service Rates in County Service Area 2-W (Wawona) Pursuant to Proposition 218; and at the Conclusion of the Public Hearing, Provided that a Majority Protest is Not Received, Adopt a Resolution Approving the Proposed Rate Formula and Maximum Rate Table

2:01 PM Chair Smallcombe opened the public hearing.

Sam Cerveney/Deputy Director of Public Works gave the staff report. No public comment was received.

Danielle Bondshu/Clerk of the Board announced for the record that staff had checked the mail at 1:30 PM to make sure no more were received.

2:05 PM Chair Smallcombe formally closed the public hearing to allow Ms. Bondshu and Courtney Morrow to tabulate.

2:06 PM Chair Smallcombe moved to item L.2. and, at its conclusion, returned to item L.1, and reopened the public hearing at **3:56 PM**.

Ms. Bondshu reported that they received 28 protests, with only 26 being valid out of the 272 sent. She explained that the Public Works Department was looking for a motion to adopt a resolution. She mentioned she would create a complete list of all the protests to attach to the final record.

3:57 PM Chair Smallcombe closed the public hearing and allowed the Board to consider adoption of the resolution.

Supervisors Smallcombe and Poe discussed the importance of raising rates consistently and slowly to avoid a 200% increase every ten years, for example.

Shannon Hansen agreed that a town hall meeting was needed to discuss these issues related to the rates. She explained that with the new structure of County Administration oversight of the Public Works Department, and hoped that they would be able to figure out a way for the Utility Districts to become fully self-sustaining. Director Hansen and Supervisor Poe agreed that it was a hot topic that warranted a town hall meeting. Director Hansen agreed to bring a presentation to the Board once they had gathered all the necessary information.

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

2. **Building**

Receive a Presentation on Tyler Technologies Enterprise Permitting System

Corrina Miranda/Interim Building Director, and Rachelle Ziegenfuss/Administrative Analyst, gave a PowerPoint presentation.

3:04 PM Danielle Bondshu stepped in for Malena Palmer to clerk and Ms. Palmer returned at **3:08 PM**.

Public comment was received by Pete Kiser/Heating, Ventilation, and Air Conditioning (HVAC) Contractor and Homeowner, who commented that contractors need those boxes to determine what requires a permit and what does not. He explained that the dashboard was cool, but that it took him about 20 minutes to try to open it since there was nothing linked that entered them into the portal. He explained that he had to Google search for it, and that was how he found the link. He also thought it should be linked and searchable from the website. He mentioned that the permit fees should be listed on the website so that contractors can have a general idea of the costs, particularly for smaller projects and historical fees. He mentioned that with his last couple of projects, the bills had doubled since the prior project, making it difficult to estimate costs.

Ms. Miranda responded to Mr. Kiser, saying they can add an estimator tool in Tyler for fees. Joe Lynch further stated that the current fee schedule also needs to be updated and posted on the website consistently. He also mentioned that other counties include estimated timelines for receiving permits that Mariposa could include.

Kudos were given to the Building Department for bringing this presentation and for the great work their staff puts in.

DIRECTION: The Board directed staff to edit the questionnaires to remove requests for excessive and unnecessary information and suggested Tyler permitting workshops for the public.

RESULT: DIRECTION GIVEN

3:56 PM Chair Smallcombe returned to L.1.

3. **Planning**

Approve a Second Amendment to the Agreement with Tyler Technologies for Environmental Health Software Module Implementation in the Amount of $99,200, with an Optional $20,000 for Custom Reports and $17,500 for Travel Expense; Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action Increasing Revenue and Appropriations in the Planning Department Tyler Technologies Fund to Cover Costs ($136,700) (4/5ths Vote Required)

Steve Engfer and Rachelle Ziegenfuss gave the staff report. Ms. Ziegenfuss clarified that the old software used for environmental health permitting was being phased out, necessitating the need for a new software solution. No public comment was received.

Supervisors Poe and Smallcombe expressed concern about not having the foresight to include this program and training during the initial implementation of Tyler and its other programs. Director Engfer explained that there was no way to expect the original software would be dissolved, forcing their hand to find a new one.

Joe Lynch explained that in the past, the County has used an à la carte approach, but that they will change that going forward. He also explained that the travel expense was very important, and they learned that from the Oracle implementation, employees do not learn very well from online training. In response to a question

from Supervisor Poe, Mr. Lynch explained that if they do not vote to approve this agreement today, by the end of the year, they would need a software.

Chair Smallcombe explained that implementing all the modules actually would have been very draining for staff. She mentioned that it was ideal that they had put off part of the implementation for a later date.

Supervisor Poe explained that his issue was not with the software or the implementation, and that he thought it would be great. He explained that his issue was the lack of foresight, and that the County needs to ensure it is looking forward to see how it can save as much money as possible.

Chair Smallcombe agreed but mentioned that they still needed to react at the end of the day to solve this problem by either hiring more staff or buying a new module.

Mr. Lynch explained that they couldn't have the module without the training. He explained the solution to the budget was not preventing occurrences like this, but looking to right-size the County. He mentioned that the departments need to review their spending and only bring items they believe in. Supervisor Kiser agreed with his sentiments and added that it feels like more money on the front end, but that it would save the County much more time and therefore money in the long run.

Supervisors Smallcombe and Poe expressed that it is essential to explain these system analyses plainly to the public so that everyone can understand.

Staff expressed their excitement about the module, stating that it is very advanced and easy to use.

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

M. Adjournment

5:03 PM Chair Smallcombe adjourned in memory of Larry Macdonald.

Respectfully submitted,

Malena Palmer
Deputy Clerk

Rosemarie Smallcombe
Chair, Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: September 2, 2025

TO: The Board of Supervisors

FROM: Kevin Briggs, Acting County Counsel

RE: **CLOSED SESSION:** Conference with Legal Counsel; Anticipated Litigation; Significant Exposure to Litigation Pursuant to Subdivision (b) of Government Code section 54956.9.; Number of cases to be discussed: 1

RECOMMENDATION AND JUSTIFICATION

[X] CONFERENCE WITH LEGAL COUNSEL:

[ ] Existing Litigation:
[ ] Disclosure will jeopardize existing settlement negotiations.

[X] Anticipated Litigation
[X] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed: 1

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization:
Name of County Designated Representative:
Title(s) of unrepresented individuals with whom negotiations are being conducted:

[ ] PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:
(Government Code Section 54957 (b) (1))

[ ] PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Position of employee under review: (Government Code Section 54954.5)

[ ] PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54954.5)

[ ] CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Description of real property:

Agency negotiator:
Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] THREAT TO PUBLIC SERVICE FACILITIES
Name of the law enforcement agency involved:
Title of officer of a law enforcement agency:

[ ] LICENSE/PERMIT DETERMINATION
License or Permit applied for:
Number of license or permit applicants:
Name of applicant(s):

BACKGROUND AND HISTORY OF BOARD ACTIONS

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

N/A

FINANCIAL IMPACT

N/A

ATTACHMENTS

None

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: September 2, 2025

TO: The Board of Supervisors

FROM: Kevin Briggs, Acting County Counsel

RE: **CLOSED SESSION:** Public Employee Employment: Title of Position to Be Filled: Acting County Counsel (Government Code Section 54957 (b) (1))

RECOMMENDATION AND JUSTIFICATION

CLOSED SESSION: Public Employee Employment: Title of Position to Be Filled: Acting County Counsel (Government Code Section 54957 (b) (1))

[ ] CONFERENCE WITH LEGAL COUNSEL:

[ ] Existing Litigation:
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] Anticipated Litigation
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization:
Name of County Designated Representative:
Title(s) of unrepresented individuals with whom negotiations are being conducted:

[X] PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED: Acting County Counsel (Government Code Section 54957 (b) (1))

[ ] PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Position of employee under review: (Government Code Section 54954.5)

[ ] PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54954.5)

[ ] CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Description of real property:
Agency negotiator:
Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] THREAT TO PUBLIC SERVICE FACILITIES
Name of the law enforcement agency involved:
Title of officer of a law enforcement agency:

[ ] LICENSE/PERMIT DETERMINATION
License or Permit applied for:
Number of license or permit applicants:
Name of applicant(s):

BACKGROUND AND HISTORY OF BOARD ACTIONS

Not Applicable

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not Applicable

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

None

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: September 2, 2025

TO: The Board of Supervisors

FROM: Kevin Briggs, Acting County Counsel

RE: **CLOSED SESSION:** Conference with Legal Counsel; Existing Litigation: Cox v. County of Mariposa; Case No. 1-19-01105-AWI-BAM

RECOMMENDATION AND JUSTIFICATION

CLOSED SESSION: Conference with Legal Counsel; Existing Litigation: Cox v. County of Mariposa; Case No. 1-19-01105-AWI-BAM

[X] CONFERENCE WITH LEGAL COUNSEL:

[X] Existing Litigation: Cox v. County of Mariposa; Case No. 1-19-01105-AWI-BAM
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] Anticipated Litigation
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization:
Name of County Designated Representative:
Title(s) of unrepresented individuals with whom negotiations are being conducted:

[ ] PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:
(Government Code Section 54957 (b) (1))

[ ] PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Position of employee under review: (Government Code Section 54954.5)

[ ] PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54954.5)

[ ] CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Description of real property:
Agency negotiator:
Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] THREAT TO PUBLIC SERVICE FACILITIES
Name of the law enforcement agency involved:
Title of officer of a law enforcement agency:

[ ] LICENSE/PERMIT DETERMINATION
License or Permit applied for:
Number of license or permit applicants:
Name of applicant(s):

BACKGROUND AND HISTORY OF BOARD ACTIONS

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

N/A

FINANCIAL IMPACT

N/A

ATTACHMENTS

None

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: September 2, 2025

TO: The Board of Supervisors

FROM: Kevin Briggs, Acting County Counsel

RE: **CLOSED SESSION:** Conference with Labor Negotiator: Shelline Bennett: Employee Organization Mariposa County Managerial and Confidential Organization (MCMCO)

RECOMMENDATION AND JUSTIFICATION

CLOSED SESSION: Conference with Labor Negotiator: Shelline Bennett: Employee Organization Mariposa County Managerial and Confidential Organization (MCMCO)

[ ] CONFERENCE WITH LEGAL COUNSEL:

[ ] Existing Litigation:
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] Anticipated Litigation
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[X] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization: Mariposa County Managerial and Confidential Organization

Name of County Designated Representative: Shelline Bennett
Title(s) of unrepresented individuals with whom negotiations are being conducted: NONE

[ ] PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:
(Government Code Section 54957 (b) (1))

[ ] PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Position of employee under review: (Government Code Section 54954.5)

[ ] PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54954.5)

[ ] CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Description of real property:
Agency negotiator:
Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] THREAT TO PUBLIC SERVICE FACILITIES
Name of the law enforcement agency involved:
Title of officer of a law enforcement agency:

[ ] LICENSE/PERMIT DETERMINATION
License or Permit applied for:
Number of license or permit applicants:
Name of applicant(s):

BACKGROUND AND HISTORY OF BOARD ACTIONS

Not applicable

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not applicable

FINANCIAL IMPACT

not applicable

ATTACHMENTS

None

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: September 2, 2025

TO: The Board of Supervisors

FROM: Kevin Briggs, Acting County Counsel

RE: **CLOSED SESSION:** Conference with Real Property Negotiator: Description of Real Property: Assessor Parcel Numbers: 004-160-014 & 004-200-023, Address: 10312/10310 Fiske Rd, Coulterville, CA 95311: Agency Negotiators: Joe Lynch, County Administrative Officer

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RECOMMENDATION AND JUSTIFICATION

CLOSED SESSION: Conference with Real Property Negotiator: Description of Real Property: Assessor Parcel Numbers: 004-160-014 & 004-200-023, Address: 10312/10310 Fiske Rd, Coulterville, CA 95311: Agency Negotiators: Joe Lynch, County Administrative Officer.

[ ] CONFERENCE WITH LEGAL COUNSEL:

[ ] Existing Litigation:
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] Anticipated Litigation
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization:
Name of County Designated Representative:
Title(s) of unrepresented individuals with whom negotiations are being conducted:

[ ] PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:
(Government Code Section 54957 (b) (1))

[ ] PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Position of employee under review: (Government Code Section 54954.5)

[ ] PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54954.5)

[X] CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Description of real property: Assessor Parcel Numbers: 004-160-014 & 004-200-023, Address: 10312/10310 Fiske Rd, Coulterville, CA 95311
Agency negotiators: Joe Lynch, County Administrative Officer
Closed session will concern: (X) price; (X) terms of lease/purchase.

[ ] THREAT TO PUBLIC SERVICE FACILITIES
Name of the law enforcement agency involved:
Title of officer of a law enforcement agency:

[ ] LICENSE/PERMIT DETERMINATION
License or Permit applied for:
Number of license or permit applicants:
Name of applicant(s):

BACKGROUND AND HISTORY OF BOARD ACTIONS

Not Applicable

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not Applicable

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

None

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-358

MEETING: September 2, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: **PUBLIC HEARING:** to Consider Submitted Sealed Bids for the Lease of Real Property Located in the Hornitos Area, Commonly Known as Assessor Parcel Number 011-190-011, for the Purpose of Grazing; If the Highest Bid is Accepted, Authorize the Board Chair to Sign a 5-Year Grazing Lease

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RECOMMENDATION AND JUSTIFICATION

PUBLIC HEARING: to Consider Submitted Sealed Bids for the Lease of Real Property Located in the Hornitos Area, Commonly Known as Assessor Parcel Number 011-190-011, for the Purpose of Grazing.

In follow-up to the resolution of the intention from August 5, 2025, to lease grazing land in Hornitos to the highest bidder. Bids are to be opened in an open session public hearing, where Board members may accept or reject the highest bid and possibly offer a five-year lease. The minimum bid amount as indicated in the resolution of intention is $2861.00. Before accepting any Written Proposal, the Board shall call for oral bids for a price exceeding by at least 5% the highest written proposal.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On December 4th, 2024, a discussion and direction item was brought to the board for direction to begin the bid process for a new lease agreement on the property. The board directed staff to proceed with the bid solicitation process.

On August 5, 2025, the Board adopted Resolution 2025-321, a resolution of intention to Lease Real Property in the Hornitos Area, Assessor's Parcel Number 011-190-011.
All sealed bids were to be accepted until noon on August 29, 2025, the Friday before today's Public Hearing.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Accept the highest written or Oral Bid and enter into a 5-year agreement at the annual bid price.
Reject the highest bid and provide staff with direction to proceed.

FINANCIAL IMPACT

If the highest bid is accepted, there would be a financial gain from the lease agreement.

ATTACHMENTS

1. Resolution_2025-321

2. **011-190-011 Site Map**
3. **011-190-011 Legal Description**
4. **Hornitos Grazing Lease - BLANK FIELDS**

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-321

MEETING:	August 5, 2025
TO:	The Board of Supervisors
FROM:	Joe Lynch, County Administrative Officer
RE:	Adopt a Resolution of Intention to Lease Real Property APN 011-190-011 in the Hornitos Area for grazing

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution of Intention to Lease Real Property.

Adopt Resolution declaring the Board of Supervisors' intent to lease real property approximately 153 acres located in the Hornitos area. On December 17, 2024, the Board directed staff to proceed with the process of leasing APN 011-190-011 for cattle grazing. Pursuant to this resolution, staff will publicize the solicitation of bids. The property will be leased to the highest bidder at a public meeting to be held on September 2, 2025. The minimum bid price has been set based on a determination by the County Administrative Officer. It is recommended that the maximum term be set at five years and that the lessee pay three associated costs to lease the property. Sealed proposals will be accepted until noon on Friday, August 29, 2025.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Grazing lease agreement with current lessee entered on September 10, 2013 (Resolution 2013-377);
First amendment entered on February 25, 2020 for an additional Year (Resolution 2020-096);
Second amendment entered on January 26, 2021, for an additional six months (Resolution 2021-048);
Third amendment entered on January 21, 2023, for an additional year (Resolution 2022-208);
Fourth amendment entered on January 21, 2023 for an additional year (resolution 2023-085);
Fifth amendment entered on December 19, 2023, on a month-to-month basis beginning January 1, 2024 (Resolution 2023-654)
On December 4th, 2024, a discussion and direction item was brought to the board for direction to begin the bid process for a new lease agreement on the property. The board directed staff to proceed with the bid solicitation process.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and staff will not proceed with the bid solicitation process, and the existing lease will continue or may be terminated with further direction and discussion to proceed.

FINANCIAL IMPACT

Publication costs with the recuperation of costs built into the resolution.

ATTACHMENTS

1. **HORNITOS RES OF INTENT-2025**
2. **Lease Agreement Hornitos Grazing Land**
3. **Grazing Lease Public Notice**
4. **Hornitos Grazing Lease Bid Sheet**

VOTE RESULT

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

MARIPOSA COUNTY RESOLUTION NO. 2025-321
RESOLUTION OF INTENTION TO LEASE REAL PROPERTY

WHEREAS, the County of Mariposa is the owner of certain real property described as Assessor's Parcel Number 011-190-011 in the Hornitos area, consisting of approximately 153 acres and more particularly described in the legal description and site map marked Exhibit "A" and "B" attached hereto; and

WHEREAS, the property is useful for livestock grazing; and

WHEREAS, the Public Works Department has confirmed that the property is available for grazing without interfering with County structures or facilities:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Mariposa County hereby declares its intention to lease the above-described real property for the purpose of livestock grazing.

BE IT FURTHER RESOLVED that the County shall lease the property to the highest bidder at a public meeting of the Board of Supervisors to be held on September 2, 2025, at the County Government Center in Mariposa County, at which time sealed proposals to lease the property will be received and considered. Before accepting any written proposal, the Board shall call for oral bids for a price exceeding by at least 5% the highest written proposal.

BE IT FURTHER RESOLVED that the minimum bid amount shall be the sum of TWO THOUSAND EIGHT HUNDRED AND SIXTY ONE DOLLARS AND 00/100 ($2,861.00) per year.

BE IT FURTHER RESOLVED that any party interested in bidding on the lease of the above property shall provide a sealed proposal in an envelope clearly marked "sealed bid" to the Board of Supervisors to be received no later than noon on August 29, 2025.

BE IT FURTHER RESOLVED that any lease of the property will include a hold harmless indemnity clause and insurance sufficient to protect the County. The lease form is attached hereto and marked Exhibit "B" to the Resolution.

BE IT FURTHER RESOLVED that a notice of adoption of this Resolution shall be posted in three public places in the County not less than fifteen (15) days before the day of the meeting wherein sealed bids will be opened and, further, a notice, shall be published in a newspaper of general circulation in the County for one time each week for a period of three (3) weeks prior to the meeting wherein the proposals will be opened pursuant to Government Code Section 6063.

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 5th day of August, 2025, by the following vote:

AYES:	SMALLCOMBE, POE, TOSO, KISER
NOES:	NONE
ABSENT:	MENETREY
ABSTAINED:	NONE

ROSEMARIE SMALLCOMBE, Chair
Board of Supervisors

ATTEST:

DANIELLE BONDSHU, Clerk of the Board

APPROVED AS TO FORM:

WALTER W. WALL, County Counsel

"EXHIBIT A"

(County)

All of that portion of the Townsite of the Town of Hornitos as shown on that Map of the Town of Hornitos filed as Map Number 214, Mariposa County Records and also shown on that Map of the Town of Hornitos filed as Map Number 217, Mariposa County Records, situated in Section 17, T.5 S., R.16 E., M.D.B.& M., County of Mariposa, State of California being described as follows:

BEGINNING at the southwest corner of the Townsite of Hornitos, also being the South 1/16th Corner to Sections 17 and 18, T.5 S., R.16 E., M.D.B.& M.; thence along the west line of the Townsite of Hornitos, also being the west line of said Section 17, north 2° 24' 52" east, 1325.85 feet to the Quarter Corner to said Sections 17 and 18, T.5 S., R.16 E., M.D.B.& M.; thence continuing along said west line of the Townsite of Hornitos and the west line of said Section 17, north 1° 02' 45" east, 641.47 feet to the southwest corner of Lot 139 of the Town of Hornitos as shown on that Map of the Town of Hornitos filed as Map Number 217, Mariposa County Records; thence leaving said west line of the Townsite of Hornitos and along the southerly line of said Lot 139, the following courses and distances:

south 67° 50' 00" east, 641.81 feet;

north 88° 52' 52" east, 263.68 feet;

north 31° 44' 00" east, 387.98 feet;

south 60° 23' 59" east, 451.10 feet;

south 81° 32' 53" east, 236.33 feet to a point on the south line of said Lot 139, also being the northwest corner of Lot 140 as shown on that Map of the Town of Hornitos filed as Map Number 217, Mariposa County Records; thence continuing along the southerly line of Lot 139 also being the northerly line of said Lot 140, the following courses and distances:

south 82° 28' 52" east, 280.78 feet;

north 58° 44' 29" east, 578.25 feet the southeast corner said Lot 139, also being the southwest corner of Lot 124 as shown on that Map of the Town of Hornitos filed as Map Number 217, Mariposa County Records; thence continuing along the northerly line of Lot 140 also being the southerly line of said Lot 124, north 73° 01' 00" east, 231.00 feet to the southeast corner of said Lot 124, also being the northeast corner of said Lot 140; thence leaving the southerly line of said Lot 124, and along the easterly

line of said Lot 140, south 39° 30' 58" west, 95.55 feet to the northeast corner of Lot 123 as shown on that Map of the Town of Hornitos filed as Map Number 217, Mariposa County Records; thence along the line common to said Lots 140 and 123, the following courses and distances:

south 73° 46' 00" west, 166.32 feet;

south 62° 07' 00" west, 300.96 feet;

south 29° 53' 06" east, 524.03 feet;

north 75° 06' 54" east, 163.99 feet to a point on the southerly line of said Lot 123, also being on the westerly line of Hornitos Road; thence leaving the southerly line of said Lot 123, and along the easterly and southerly lines of said Lot 140, also being the westerly and northerly lines of Hornitos Road the following courses and distances:

south 5° 59' 20" east, 99.77 feet;

south 7° 16' 38" west, 145.80 feet;

south 34° 38' 04" west, 154.79 feet;

south 27° 40' 53" west, 85.65 feet;

south 19° 50' 17" west, 155.70 feet;

south 43° 34' 23" west, 120.59 feet;

south 50° 00' 33" west, 54.74 feet;

south 55° 24' 05" west, 52.86 feet;

south 88° 34' 44" west, 334.76 feet;

north 84° 47' 11" west, 78.48 feet to a point on the northerly line of Hornitos road; thence leaving the southerly line of said Lot 140, and crossing Hornitos road, south 18° 01' 45" west, 69.35 feet to a point on the southerly line of Hornitos road; thence along said southerly line of Hornitos road the following courses and distances:

south 84° 42' 21" east, 248.82 feet;

along a non-tangent curve to the left, the long chord of which bears north 61° 12' 05" east, 485.44 feet, with a radius of 440.00 feet, through a central angle of 66° 57' 33", an arc distance of 514.21 feet;

north 29° 31' 42" east, 317.02 feet;

along a non-tangent curve to the left, the long chord of which bears north 8° 53' 31" east, 316.30 feet, with a radius of 490.00 feet, through a central angle of 37° 39' 33", an arc distance of 322.07 feet;

north 13° 59' 03" west, 32.50 feet to a point on the southerly line of Lot 123 of the Town of Hornitos; thence leaving the southerly line of Hornitos road and along the southerly line of said Lot 123, north 75° 06' 54" east, 36.90 feet to the southeast corner of said Lot 123; thence along the easterly line of said Lot 123, north 0° 15' 46" west, 429.02 feet; thence continuing along said easterly line of Lot 123, north 37° 38' 14" west, 41.84 feet to a point on the southerly line of Hornitos road; thence leaving said easterly line of Lot 123 and along said southerly line of Hornitos road, along a non-tangent curve to the right the long chord of which bears north 43° 46' 53" east, 2.65 feet, with a radius of 265.00 feet through a central angle of 0° 34' 21", an arc distance of 2.65 feet; thence continuing along said southerly line of Hornitos road, north 44° 04' 03" east, 89.08 feet to a point on the westerly line of lot 118 of the Town of Hornitos; thence leaving said southerly line of Hornitos road and along the westerly line of said Lot 118, south 9° 25' 54" east, 265.36 feet to the southwest corner of said Lot 118 also being the northwest corner of Lot 120 of the Town of Hornitos; thence leaving said westerly line of Lot 118 and along the westerly line of Lot 120, south 4° 36' 52" east, 154.33 feet to the southwest corner of said Lot 120, also being the northwest corner of Lot 121 of the Town of Hornitos; thence leaving said westerly line Lot 120 and along the westerly line of said Lot 121, south 7° 07' 40" east, 79.16 feet to the southwest corner of said Lot 121, also being the northwest corner of Lot 122 of the Town of Hornitos; thence leaving said westerly line of said Lot 121 and along the westerly line of said Lot 122, south 11° 59' 38" east, 189.36 feet to the southwest corner of said Lot 122; thence along the southerly line of said Lot 122, south 63° 41' 31" east, 273.02 feet to the southeast corner of said Lot 122; thence leaving said southerly line of Lot 122 and crossing High Street as shown on said Map of the Town of Hornitos, south 32° 08' 32" east, 46.00 feet to the southwest corner of Lot 108 of the Town of Hornitos; thence along the southerly line of said Lot 108, south 63° 53' 57" east, 315.37 feet to the southeast corner of said Lot 108, being a point on the westerly line of Lot 107 of the Town of Hornitos; thence leaving said southerly line of Lot 108 and along the westerly line of said Lot 107, south 3° 21' 58" west, 114.97 feet to the southwest corner of said Lot 107; thence along the southerly line of said Lot 107, south 84° 19' 50" east, 511.85 feet to the southeast corner of said Lot 107, also being the most westerly corner of Lot 106 of the Town of Hornitos; thence leaving said southerly line of Lot 107 and along the southerly line of said Lot 106, the following courses and distances:

south 24° 29' 26" east, 243.28 feet;

south 66° 30' 46" east, 434.20 feet;

south 84° 29' 49" east, 358.80 feet to the most southerly corner of said Lot 106; thence along the easterly line of said Lot 106, north 23° 13' 32" east, 468.98 feet to a

point on the southerly line of Hornitos Road; thence leaving said easterly line of Lot 106, and along the southerly line of Hornitos Road, south 65° 24' 53" east, 160.25 feet to a point on the east line of the Townsite of Hornitos, also being the east line of above said Section 17; thence leaving said southerly line of Hornitos Road and along the east line of the Townsite of Hornitos, south 1° 36' 54" west, 778.25 feet to the southeast corner of the Townsite of Hornitos, also being the South 1/16th corner to Sections 16 and 17, T.5 S., R.16 E., M.D.B.& M.; thence along the south line of the Townsite of Hornitos, south 89° 39' 15" west, 5281.09 feet to the southwest corner of the Townsite of Hornitos and the **POINT OF BEGINNING**.

EXCEPTING THEREFROM the road right-of-way for Hornitos Road as described as follows:

COMMENCING at the southwest corner of the Townsite of Hornitos; thence along the west line of the Townsite of Hornitos, north 2° 24' 52" east, 276.74 feet to a point on the southerly line of Hornitos road and the **POINT OF BEGINNING**; thence leaving the west line of the Townsite of Hornitos and along the southerly line of Hornitos road, north 66° 48' 33" east, 919.88 feet; thence continuing along said southerly line, along a non-tangent curve to the right the long chord of which bears north 80° 44' 42" east, 467.22 feet, with a radius of 970.00 feet, through a central angle of 27° 52' 18", an arc distance of 471.86 feet; thence continuing along said southerly line, south 84° 42' 21" east, 698.20 feet; thence leaving said southerly line and crossing Hornitos road, north 18° 01' 45" east, 69.35 feet to a point on the northerly line of Hornitos road; thence along the northerly line of Hornitos road, north 85° 19' 09" west, 714.16 feet; thence continuing along said northerly line, along a non-tangent curve to the left the long chord of which bears south 80° 44' 42" west, 496.13 feet, with a radius of 1030.00 feet, through a central angle of 27° 52' 18", an arc distance of 501.05 feet; thence continuing along said northerly line, south 66° 48' 33" west, 891.13 feet to a point on the west line of the Townsite of Hornitos; thence leaving said northerly line of Hornitos road and along the west line of the Townsite of Hornitos, south 2° 24' 52" west, 66.53 feet to the **POINT OF BEGINNING**.

AND ALSO EXCEPTING THEREFROM the following described tract:

COMMENCING at the southwest corner of the Townsite of Hornitos, also being the South 1/16th Corner to Sections 17 and 18, T.5 S., R.16 E., M.D.B.& M.; thence along the west line of the Townsite of Hornitos, also being the west line of said Section 17, north 2° 24' 52" east, 1325.85 feet to the Quarter Corner to said Sections 17 and 18, T.5 S., R.16 E., M.D.B.& M.; thence continuing along said west line of the Townsite of Hornitos and the west line of said Section 17, north 1° 02' 45" east, 641.47 feet to the southwest corner of Lot 139 of the Town of Hornitos as shown on that Map of the Town

of Hornitos filed as Map Number 217, Mariposa County Records; thence leaving said west line of the Townsite of Hornitos and along the southerly line of said Lot 139, south 67° 50' 00" east, 563.65 feet to the **POINT OF BEGINNING**; thence leaving said southerly line, south 6° 53' 51" west, 338.50 feet; thence north 88° 52' 52" east, 709.41 feet; thence north 17° 33' 55" west, 310.77 feet; thence north 34° 32' 44" west, 222.66 feet to a point on said southerly line of said Lot 139; thence along said southerly line, south 31° 44' 00" west, 213.82 feet; thence continuing along said southerly line, south 88° 52' 52" west, 263.68 feet; thence continuing along said southerly line, north 67° 50' 00" west, 78.26 feet to the **POINT OF BEGINNING**, containing 5.00 acres more or less.

SUBJECT TO an easement for ingress, egress, public and private utility purposes, 40 feet in width, 20 feet to each side of the following described centerline:

COMMENCING at the southwest corner of the Townsite of Hornitos, also being the South 1/16th Corner to Sections 17 and 18, T.5 S., R.16 E., M.D.B.& M.; thence along the west line of the Townsite of Hornitos, also being the west line of said Section 17, north 2° 24' 52" east, 1325.85 feet to the Quarter Corner to said Sections 17 and 18, T.5 S., R.16 E., M.D.B.& M.; thence continuing along said west line of the Townsite of Hornitos and the west line of said Section 17, north 1° 02' 45" east, 641.47 feet to the southwest corner of Lot 139 of the Town of Hornitos as shown on that Map of the Town of Hornitos filed as Map Number 217, Mariposa County Records; thence leaving said west line of the Townsite of Hornitos and along the southerly line of said Lot 139, south 67° 50' 00" east, 563.65 feet; thence leaving said southerly line, south 6° 53' 51" west, 338.51 feet; thence north 88° 52' 52" east, 313.05 feet to the **POINT OF BEGINNING**; thence south 5° 54' 55" east, 47.51 feet; thence along a tangent curve to the left, concave to the northeast, with a radius of 400.00 feet, through a central angle of 39° 49' 16", and arc distance of 278.00 feet; thence south 45° 44' 11" east, 285.96 feet; thence along a tangent curve to the right, concave to the southwest, with a radius of 120.00 feet, through a central angle of 48° 13' 47", an arc distance of 101.01 feet; thence south 2° 27' 36" west, 63.29 feet to a point on the northerly line of Hornitos Road. The side lines if the herein described easement are to be lengthened or shortened as necessary to begin at the southerly line of the above described tract and end at the northerly line of Hornitos Road.

AND ALSO SUBJECT TO an easement for public utility purposes, 20 feet in width, 10 feet to each side of the following described centerline:

COMMENCING at the southwest corner of the Townsite of Hornitos, also being the South 1/16th Corner to Sections 17 and 18, T.5 S., R.16 E., M.D.B.& M.; thence along the west line of the Townsite of Hornitos, also being the west line of said Section 17, north 2° 24' 52" east, 1325.85 feet to the Quarter Corner to said Sections 17 and 18, T.5 S., R.16 E., M.D.B.& M.; thence continuing along said west line of the Townsite of Hornitos and the west line of said Section 17, north 1° 02' 45" east, 641.47 feet to the

southwest corner of Lot 139 of the Town of Hornitos as shown on that Map of the Town of Hornitos filed as Map Number 217, Mariposa County Records; thence leaving said west line of the Townsite of Hornitos and along the southerly line of said Lot 139, south 67° 50' 00" east, 563.65 feet; thence leaving said southerly line, south 6° 53' 51" west, 338.51 feet; thence north 88° 52' 52" east, 610.07 feet to the **POINT OF BEGINNING**; thence south 14° 45' 31" east, 678.66 feet to a point on the northerly line of Hornitos Road. The side lines if the herein described easement are to be lengthened or shortened as necessary to begin at the southerly line of the above described tract and end at the northerly line of Hornitos Road.

Description Prepared by:

Charles M. Pratt, L.S. 4891



END OF DOCUMENT

Exhibit B



7/10/2025, 12:53:46 PM

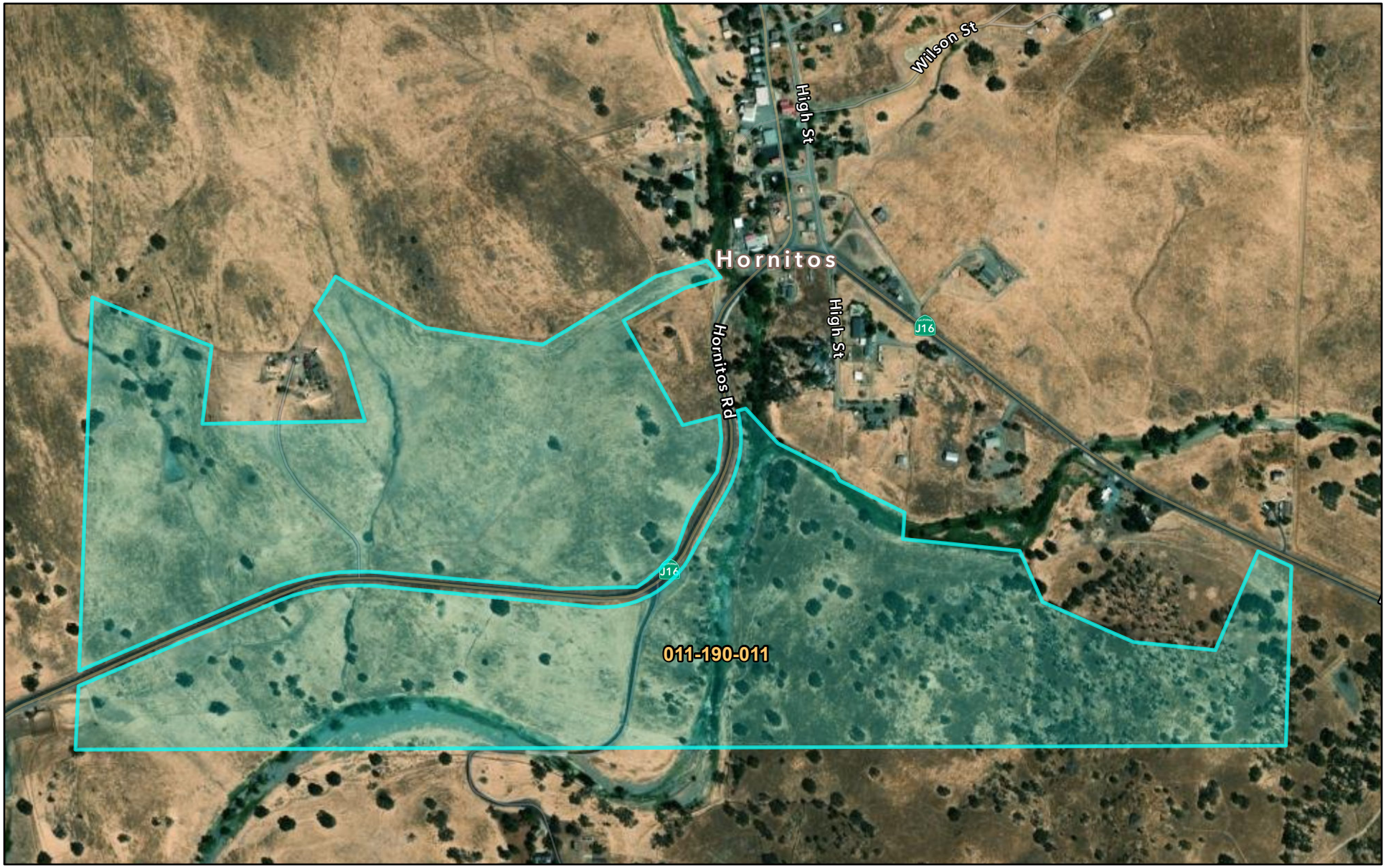
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Mariposa County GIS, Maxar

Site Map



7/10/2025, 12:53:46 PM

1:9,079

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

Mariposa County GIS, Maxar

Gary Estep Assessor-Recorder Barbara
Mariposa Co Official Records 3/05/1999
Recorded at the request of 8:38:37
Mariposa County

DOCUMENT: **1990934** | Titles: 1/ Pages: 8



Fees....
Taxes...
Other...
AMT PAID

RECORDING REQUESTED BY:

Edward J. Johnson, Director
Mariposa County Planning
and Building Department

WHEN RECORDED MAIL TO:

County of Mariposa
Attn: Public Works Dept.
4639 Ben Hur Road
Mariposa, CA 95338

Space Above This Line Reserved for Recorder's Use

APN 011-190-001 (amended)

CERTIFICATE OF COMPLIANCE

GRANTEE: COUNTY OF MARIPOSA

The following real property and the division thereof into one (1) parcel (as hereinafter described) as of the date of recordation of this document, has been determined to be in compliance with applicable provisions of the Subdivision Map Act of the State of California Section 66410 et. seq. of the California Government Code) and the Subdivision Map Ordinance of Mariposa County, enacted pursuant thereto:

LEGAL DESCRIPTION:

The real property located within the County of Mariposa as described in Exhibit "A" attached hereto.

This document is being recorded pursuant to the Planning Director approval of Lot Line Adjustment #568 on March 1, 1999. Application Date: January 27, 1999.

This document is for the benefit of the County of Mariposa and is entitled to be recorded free of charge in accordance with Section 6103 of the California Government Code.

This certificate relates only to issues of compliance or noncompliance with the Subdivision Map Act and local ordinances enacted pursuant thereto. The parcel described herein may be sold, leased, or financed without further compliance with the Subdivision Map Act or any local ordinance enacted pursuant thereto. Development of the parcel may require issuance of a permit or permits, or other grant or grants of approval.

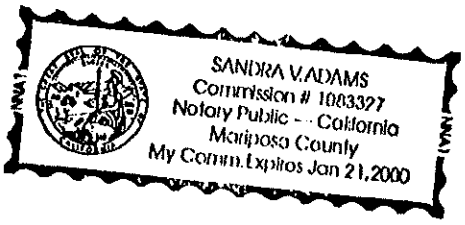
EDWARD J. JOHNSON, Director
Mariposa County Planning and Building Department

1990934

State of California
County of Mariposa

On 3/1/99 before me, Sandra V. Adams personally appeared Edward J. Johnson personally known to me and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Sandra V. Adams

Title of Document: Certificate of Compliance

Date of Document: March 3, 1999 No. of Pages: 8

Other signatures not acknowledged: None

"EXHIBIT A"

(County)

All of that portion of the Townsite of the Town of Hornitos as shown on that Map of the Town of Hornitos filed as Map Number 214, Mariposa County Records and also shown on that Map of the Town of Hornitos filed as Map Number 217, Mariposa County Records, situated in Section 17, T.5 S., R.16 E., M.D.B.& M., County of Mariposa, State of California being described as follows:

BEGINNING at the southwest corner of the Townsite of Hornitos, also being the South 1/16th Corner to Sections 17 and 18, T.5 S., R.16 E., M.D.B.& M.; thence along the west line of the Townsite of Hornitos, also being the west line of said Section 17, north 2° 24' 52" east, 1325.85 feet to the Quarter Corner to said Sections 17 and 18, T.5 S., R.16 E., M.D.B.& M.; thence continuing along said west line of the Townsite of Hornitos and the west line of said Section 17, north 1° 02' 45" east, 641.47 feet to the southwest corner of Lot 139 of the Town of Hornitos as shown on that Map of the Town of Hornitos filed as Map Number 217, Mariposa County Records; thence leaving said west line of the Townsite of Hornitos and along the southerly line of said Lot 139, the following courses and distances:

south 67° 50' 00" east, 641.81 feet;

north 88° 52' 52" east, 263.68 feet;

north 31° 44' 00" east, 387.98 feet;

south 60° 23' 59" east, 451.10 feet;

south 81° 32' 53" east, 236.33 feet to a point on the south line of said Lot 139, also being the northwest corner of Lot 140 as shown on that Map of the Town of Hornitos filed as Map Number 217, Mariposa County Records; thence continuing along the southerly line of Lot 139 also being the northerly line of said Lot 140, the following courses and distances:

south 82° 28' 52" east, 280.78 feet;

north 58° 44' 29" east, 578.25 feet the southeast corner said Lot 139, also being the southwest corner of Lot 124 as shown on that Map of the Town of Hornitos filed as Map Number 217, Mariposa County Records; thence continuing along the northerly line of Lot 140 also being the southerly line of said Lot 124, north 73° 01' 00" east, 231.00 feet to the southeast corner of said Lot 124, also being the northeast corner of said Lot 140; thence leaving the southerly line of said Lot 124, and along the easterly

line of said Lot 140, south 39° 30' 58" west, 95.55 feet to the northeast corner of Lot 123 as shown on that Map of the Town of Hornitos filed as Map Number 217, Mariposa County Records; thence along the line common to said Lots 140 and 123, the following courses and distances:

south 73° 46' 00" west, 166.32 feet;

south 62° 07' 00" west, 300.96 feet;

south 29° 53' 06" east, 524.03 feet;

north 75° 06' 54" east, 163.99 feet to a point on the southerly line of said Lot 123, also being on the westerly line of Hornitos Road; thence leaving the southerly line of said Lot 123, and along the easterly and southerly lines of said Lot 140, also being the westerly and northerly lines of Hornitos Road the following courses and distances:

south 5° 59' 20" east, 99.77 feet;

south 7° 16' 38" west, 145.80 feet;

south 34° 38' 04" west, 154.79 feet;

south 27° 40' 53" west, 85.65 feet;

south 19° 50' 17" west, 155.70 feet;

south 43° 34' 23" west, 120.59 feet;

south 50° 00' 33" west, 54.74 feet;

south 55° 24' 05" west, 52.86 feet;

south 88° 34' 44" west, 334.76 feet;

north 84° 47' 11" west, 78.48 feet to a point on the northerly line of Hornitos road; thence leaving the southerly line of said Lot 140, and crossing Hornitos road, south 18° 01' 45" west, 69.35 feet to a point on the southerly line of Hornitos road; thence along said southerly line of Hornitos road the following courses and distances:

south 84° 42' 21" east, 248.82 feet;

along a non-tangent curve to the left, the long chord of which bears north 61° 12' 05" east, 485.44 feet, with a radius of 440.00 feet, through a central angle of 66° 57' 33", an arc distance of 514.21 feet;

north 29° 31' 42" east, 317.02 feet;

along a non-tangent curve to the left, the long chord of which bears north 8° 53' 31" east, 316.30 feet, with a radius of 490.00 feet, through a central angle of 37° 39' 33", an arc distance of 322.07 feet;

north 13° 59' 03" west, 32.50 feet to a point on the southerly line of Lot 123 of the Town of Hornitos; thence leaving the southerly line of Hornitos road and along the southerly line of said Lot 123, north 75° 06' 54" east, 36.90 feet to the southeast corner of said Lot 123; thence along the easterly line of said Lot 123, north 0° 15' 46" west, 429.02 feet; thence continuing along said easterly line of Lot 123, north 37° 38' 14" west, 41.84 feet to a point on the southerly line of Hornitos road; thence leaving said easterly line of Lot 123 and along said southerly line of Hornitos road, along a non-tangent curve to the right the long chord of which bears north 43° 46' 53" east, 2.65 feet, with a radius of 265.00 feet through a central angle of 0° 34' 21", an arc distance of 2.65 feet; thence continuing along said southerly line of Hornitos road, north 44° 04' 03" east, 89.08 feet to a point on the westerly line of lot 118 of the Town of Hornitos; thence leaving said southerly line of Hornitos road and along the westerly line of said Lot 118, south 9° 25' 54" east, 265.36 feet to the southwest corner of said Lot 118 also being the northwest corner of Lot 120 of the Town of Hornitos; thence leaving said westerly line of Lot 118 and along the westerly line of Lot 120, south 4° 36' 52" east, 154.33 feet to the southwest corner of said Lot 120, also being the northwest corner of Lot 121 of the Town of Hornitos; thence leaving said westerly line Lot 120 and along the westerly line of said Lot 121, south 7° 07' 40" east, 79.16 feet to the southwest corner of said Lot 121, also being the northwest corner of Lot 122 of the Town of Hornitos; thence leaving said westerly line of said Lot 121 and along the westerly line of said Lot 122, south 11° 59' 38" east, 189.36 feet to the southwest corner of said Lot 122; thence along the southerly line of said Lot 122, south 63° 41' 31" east, 273.02 feet to the southeast corner of said Lot 122; thence leaving said southerly line of Lot 122 and crossing High Street as shown on said Map of the Town of Hornitos, south 32° 08' 32" east, 46.00 feet to the southwest corner of Lot 108 of the Town of Hornitos; thence along the southerly line of said Lot 108, south 63° 53' 57" east, 315.37 feet to the southeast corner of said Lot 108, being a point on the westerly line of Lot 107 of the Town of Hornitos; thence leaving said southerly line of Lot 108 and along the westerly line of said Lot 107, south 3° 21' 58" west, 114.97 feet to the southwest corner of said Lot 107; thence along the southerly line of said Lot 107, south 84° 19' 50" east, 511.85 feet to the southeast corner of said Lot 107, also being the most westerly corner of Lot 106 of the Town of Hornitos; thence leaving said southerly line of Lot 107 and along the southerly line of said Lot 106, the following courses and distances:

south 24° 29' 26" east, 243.28 feet;

south 66° 30' 46" east, 434.20 feet;

south 84° 29' 49" east, 358.80 feet to the most southerly corner of said Lot 106; thence along the easterly line of said Lot 106, north 23° 13' 32" east, 468.98 feet to a

point on the southerly line of Hornitos Road; thence leaving said easterly line of Lot 106, and along the southerly line of Hornitos Road, south 65° 24' 53" east, 160.25 feet to a point on the east line of the Townsite of Hornitos, also being the east line of above said Section 17; thence leaving said southerly line of Hornitos Road and along the east line of the Townsite of Hornitos, south 1° 36' 54" west, 778.25 feet to the southeast corner of the Townsite of Hornitos, also being the South 1/16th corner to Sections 16 and 17, T.5 S., R.16 E., M.D.B.& M.; thence along the south line of the Townsite of Hornitos, south 89° 39' 15" west, 5281.09 feet to the southwest corner of the Townsite of Hornitos and the **POINT OF BEGINNING**.

EXCEPTING THEREFROM the road right-of-way for Hornitos Road as described as follows:

COMMENCING at the southwest corner of the Townsite of Hornitos; thence along the west line of the Townsite of Hornitos, north 2° 24' 52" east, 276.74 feet to a point on the southerly line of Hornitos road and the **POINT OF BEGINNING**; thence leaving the west line of the Townsite of Hornitos and along the southerly line of Hornitos road, north 66° 48' 33" east, 919.88 feet; thence continuing along said southerly line, along a non-tangent curve to the right the long chord of which bears north 80° 44' 42" east, 467.22 feet, with a radius of 970.00 feet, through a central angle of 27° 52' 18", an arc distance of 471.86 feet; thence continuing along said southerly line, south 84° 42' 21" east, 698.20 feet; thence leaving said southerly line and crossing Hornitos road, north 18° 01' 45" east, 69.35 feet to a point on the northerly line of Hornitos road; thence along the northerly line of Hornitos road, north 85° 19' 09" west, 714.16 feet; thence continuing along said northerly line, along a non-tangent curve to the left the long chord of which bears south 80° 44' 42" west, 496.13 feet, with a radius of 1030.00 feet, through a central angle of 27° 52' 18", an arc distance of 501.05 feet; thence continuing along said northerly line, south 66° 48' 33" west, 891.13 feet to a point on the west line of the Townsite of Hornitos; thence leaving said northerly line of Hornitos road and along the west line of the Townsite of Hornitos, south 2° 24' 52" west, 66.53 feet to the **POINT OF BEGINNING**.

AND ALSO EXCEPTING THEREFROM the following described tract:

COMMENCING at the southwest corner of the Townsite of Hornitos, also being the South 1/16th Corner to Sections 17 and 18, T.5 S., R.16 E., M.D.B.& M.; thence along the west line of the Townsite of Hornitos, also being the west line of said Section 17, north 2° 24' 52" east, 1325.85 feet to the Quarter Corner to said Sections 17 and 18, T.5 S., R.16 E., M.D.B.& M.; thence continuing along said west line of the Townsite of Hornitos and the west line of said Section 17, north 1° 02' 45" east, 641.47 feet to the southwest corner of Lot 139 of the Town of Hornitos as shown on that Map of the Town

of Hornitos filed as Map Number 217, Mariposa County Records; thence leaving said west line of the Townsite of Hornitos and along the southerly line of said Lot 139, south 67° 50' 00" east, 563.65 feet to the **POINT OF BEGINNING**; thence leaving said southerly line, south 6° 53' 51" west, 338.50 feet; thence north 88° 52' 52" east, 709.41 feet; thence north 17° 33' 55" west, 310.77 feet; thence north 34° 32' 44" west, 222.66 feet to a point on said southerly line of said Lot 139; thence along said southerly line, south 31° 44' 00" west, 213.82 feet; thence continuing along said southerly line, south 88° 52' 52" west, 263.68 feet; thence continuing along said southerly line, north 67° 50' 00" west, 78.26 feet to the **POINT OF BEGINNING**, containing 5.00 acres more or less.

SUBJECT TO an easement for ingress, egress, public and private utility purposes, 40 feet in width, 20 feet to each side of the following described centerline:

COMMENCING at the southwest corner of the Townsite of Hornitos, also being the South 1/16th Corner to Sections 17 and 18, T.5 S., R.16 E., M.D.B.& M.; thence along the west line of the Townsite of Hornitos, also being the west line of said Section 17, north 2° 24' 52" east, 1325.85 feet to the Quarter Corner to said Sections 17 and 18, T.5 S., R.16 E., M.D.B.& M.; thence continuing along said west line of the Townsite of Hornitos and the west line of said Section 17, north 1° 02' 45" east, 641.47 feet to the southwest corner of Lot 139 of the Town of Hornitos as shown on that Map of the Town of Hornitos filed as Map Number 217, Mariposa County Records; thence leaving said west line of the Townsite of Hornitos and along the southerly line of said Lot 139, south 67° 50' 00" east, 563.65 feet; thence leaving said southerly line, south 6° 53' 51" west, 338.51 feet; thence north 88° 52' 52" east, 313.05 feet to the **POINT OF BEGINNING**; thence south 5° 54' 55" east, 47.51 feet; thence along a tangent curve to the left, concave to the northeast, with a radius of 400.00 feet, through a central angle of 39° 49' 16", and arc distance of 278.00 feet; thence south 45° 44' 11" east, 285.96 feet; thence along a tangent curve to the right, concave to the southwest, with a radius of 120.00 feet, through a central angle of 48° 13' 47", an arc distance of 101.01 feet; thence south 2° 27' 36" west, 63.29 feet to a point on the northerly line of Hornitos Road. The side lines if the herein described easement are to be lengthened or shortened as necessary to begin at the southerly line of the above described tract and end at the northerly line of Hornitos Road.

AND ALSO SUBJECT TO an easement for public utility purposes, 20 feet in width, 10 feet to each side of the following described centerline:

COMMENCING at the southwest corner of the Townsite of Hornitos, also being the South 1/16th Corner to Sections 17 and 18, T.5 S., R.16 E., M.D.B.& M.; thence along the west line of the Townsite of Hornitos, also being the west line of said Section 17, north 2° 24' 52" east, 1325.85 feet to the Quarter Corner to said Sections 17 and 18, T.5 S., R.16 E., M.D.B.& M.; thence continuing along said west line of the Townsite of Hornitos and the west line of said Section 17, north 1° 02' 45" east, 641.47 feet to the

southwest corner of Lot 139 of the Town of Hornitos as shown on that Map of the Town of Hornitos filed as Map Number 217, Mariposa County Records; thence leaving said west line of the Townsite of Hornitos and along the southerly line of said Lot 139, south 67° 50' 00" east, 563.65 feet; thence leaving said southerly line, south 6° 53' 51" west, 338.51 feet; thence north 88° 52' 52" east, 610.07 feet to the **POINT OF BEGINNING**; thence south 14° 45' 31" east, 678.66 feet to a point on the northerly line of Hornitos Road. The side lines if the herein described easement are to be lengthened or shortened as necessary to begin at the southerly line of the above described tract and end at the northerly line of Hornitos Road.

Description Prepared by:

Charles M. Pratt, L.S. 4891



END OF DOCUMENT

LEASE AGREEMENT

THIS AGREEMENT is made and entered into in the County of Mariposa, State of California, as of September ___, 2025, by and between the **COUNTY OF MARIPOSA**, hereinafter referred to as **LESSOR**, and _____, hereinafter referred to as **LESSEE**.

WITNESSETH:

WHEREAS, **LESSOR** owns real property located in the County of Mariposa, commonly known as Assessor's Parcel Number 011-190-011 in the Hornitos Area of Mariposa, California, consisting of approximately 153 acres; and

WHEREAS, the parties wish to provide for the leasing of said property by the **LESSOR** to the **LESSEE**;

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER CONTAINED, IT IS AGREED AS FOLLOWS:

1. **PREMISES:** The leased **PREMISES** is the real property located in the County of Mariposa, commonly known as Assessor's Parcel Number 011-190-011 in the Hornitos Area of Mariposa, California, and more particularly described in Exhibit A and B attached hereto.

2. **CONSIDERATION/TERM**: For and in consideration of _____ Dollars ($____) per month, mailed to Mariposa, P.O. Box 784, Mariposa, CA 95338. **LESSOR** agrees to lease the real property described above for a term of 5 years commencing on September ___, 2025 and terminating on or before September ___, 2030. This lease is renewable thereafter as mutually agreed by **LESSOR** and **LESSEE**.

3. **POSSESSORY INTEREST: LESSEE** recognizes and understands that to the extent this Lease may or may not create a possessory interest subject to property taxation, the **LESSEE** is solely responsible for the payment of any taxes levied or assessed on the leased **PREMISES**. **LESSOR** expresses no opinion on the taxability of this Lease.

4. **USE:** The **PREMISES,** which are the subject of this Agreement, shall be used solely as grazing land. **LESSEE** hereby warrants that it will be used as such.

5. **COMPLIANCE WITH LAW: LESSEE** shall comply with all federal and state laws and ordinances of the County of Mariposa, and with any department, bureau or official thereof having jurisdiction.

6. **INSPECTION BY CERTIFIED ACCESS SPECIALIST:** As required by California Civil Code section 1938, **LESSOR** represents that the **PREMISES** have not undergone inspection by a Certified Access Specialist (CASp). **LESSOR** warrants that the **PREMISES** is at the time of this Agreement in compliance with all laws and ordinances.

> A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

7. **ASSIGNMENT:** Except as expressly provided herein, **LESSEE** shall not assign

this Agreement nor any right hereunder, nor sublet the **PREMISES**, nor any part thereof, or suffer any other person to occupy the said **PREMISES** or any portion thereof without prior written consent of **LESSOR**, which consent shall not be unreasonably withheld. Any such assignment, subletting or occupation by any other person without such consent shall be void, and shall at the option of **LESSOR** terminate this Agreement. This provision does not prohibit **LESSEE** from renting or allowing other parties to utilize the **PREMISES** for permitted functions and events.

8. **IMPROVEMENTS, CONSTRUCTION, ALTERATION, REMOVAL: LESSEE** may maintain on the **PREMISES** improvements as necessary to facilitate the use of the **PREMISES**. Any such structure and/or alteration shall remain the sole and separate property of **LESSEE** and at the termination of this Agreement shall be removed at **LESSEE'S** expense within a reasonable time or disposed of as otherwise mutually agreed by **LESSEE** and **LESSOR**.

9. **MAINTENANCE AND REPAIR**: **LESSEE** will be responsible for all maintenance and repairs of **LESSEE** installed interior improvements. **LESSEE** agrees to maintain the **PREMISES** in a clean and orderly condition at all times, and in accordance with safety and fire codes and other applicable federal and state laws and ordinances of the County of Mariposa. **LESSOR** shall notify **LESSEE** in writing of any necessary maintenance or repair of any structure placed on the **PREMISES** by **LESSEE**. **LESSOR** shall maintain and repair all structures and utilities, including but not limited to heat, air conditioning, water, and sewer. Failure to repair and maintain the **PREMISES** shall be a breach of this Agreement and **LESSEE** may at its option terminate this Agreement.

10. **RIGHT OF RE-ENTRY OF LESSOR:** It is expressly agreed that in the event **LESSEE** creates or causes any breach of this Agreement, **LESSOR** shall have the right and option to re-enter said **PREMISES**, take possession thereof, and remove all persons as provided by law.

11. **SURRENDER OF POSSESSION:** At the expiration of this Agreement, **LESSEE** promises and agrees to deliver unto **LESSOR** the **PREMISES** in as good condition as at

the date of execution of this Agreement, reasonable wear and tear excepted.

12. **INDEMNITY: LESSEE** agrees to indemnify, protect, defend and hold **LESSOR** and its officers, agents and employees, free and harmless from any and all liabilities, claims, demands, actions, losses, damages and costs of any kind, including but not limited to, all costs of defense thereof, caused by or arising out of **LESSEE'S** use or the use of any guests, invitees or agents of **LESSEE** of the **PREMISES**. Upon demand **LESSEE** shall, at its own expense, defend **LESSOR**, and its officers, agents and employees, against any and all such liabilities, claims, demands, actions, losses, damages, and costs of any type or nature arising from the sole negligence of **LESSEE**.

13. **INSURANCE: LESSEE** shall obtain and keep in full force and effect during the term of this agreement general liability coverage of at least One Million Dollars ($1,000,000) combined limit for bodily injury and property damage.

14. **CHANGE OF ADDRESS:** It shall be **LESSOR'S** responsibility to inform **LESSEE** of any change of address.

15. **INSPECTION: LESSOR** shall be permitted to enter and view the **PREMISES** at any reasonable time for the purpose of inspecting or maintaining such **PREMISES** and doing any and all things with reference thereto which the **LESSOR** is obligated to do.

16. **TERMINATION PRIOR TO EXPIRATION:**

A. **LESSOR** shall have the right to terminate this Agreement, on the occurrence of any of the following events:
   i. The failure of **LESSEE** to perform or observe any of the terms, covenants and conditions which it is obligated to perform, keep or observe under this Agreement.
   ii. The abandonment of the **PREMISES**. Should this occur **LESSOR** shall not be responsible for the custodial protection of **LESSEE'S** abandoned

property, fixtures or equipment.

B. **LESSEE** and **LESSOR** shall each have the right to terminate this Agreement upon ninety (90) days written notice.

C. It is mutually agreed that if **LESSEE**, during any fiscal year covered by this Agreement fails to appropriate sufficient funds to continue this Agreement, this Agreement shall be of no further force and effect. California State Constitution Article XVI section 18.

17. **BREACH:** In the event of breach of this Agreement by **LESSEE**, **LESSOR** shall be entitled to all rights and remedies provided by law in addition to the specific remedies mentioned herein.

18. **PARTNERSHIP DISCLAIMER:** It is mutually understood and agreed that nothing in this Agreement is intended to or shall be construed as in any way creating or establishing the relationship of partners between the parties hereto, or as constituting **LESSEE** as an agent or representative of the **LESSOR** for any purpose or in any manner whatsoever.

19. **NOTICES:** Any notice to **LESSEE** shall be sufficient if sent by certified mail, postage prepaid, addressed to County Administrative Officer, County of Mariposa, P.O. Box 784, Mariposa, CA 95338. Any notice to **LESSOR** shall be sufficient if sent by certified mail, postage prepaid, addressed to: _____.

20. **NON-WAIVER:** Any waiver of breach of any covenants or conditions herein contained to be kept and performed by either party shall be effective only if in writing and shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the other party from declaring a forfeiture or exercising its rights for any succeeding breach of either the same or other condition or covenant.

21. **ENTIRE AGREEMENT:** 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.

22. **SUCCESSOR:** This Agreement shall be binding upon and inure to the benefit of all the heirs, successors, and assigns of the parties.

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

LESSEE:

First Name Last Name
Title(If Applicable)

LESSOR:

Joe Lynch
County Administrative Officer

APPROVED AS TO LEGAL FORM:

Kevin Briggs
Assistant County Counsel

"EXHIBIT A"

(County)

All of that portion of the Townsite of the Town of Hornitos as shown on that Map of the Town of Hornitos filed as Map Number 214, Mariposa County Records and also shown on that Map of the Town of Hornitos filed as Map Number 217, Mariposa County Records, situated in Section 17, T.5 S., R.16 E., M.D.B.& M., County of Mariposa, State of California being described as follows:

BEGINNING at the southwest corner of the Townsite of Hornitos, also being the South 1/16th Corner to Sections 17 and 18, T.5 S., R.16 E., M.D.B.& M.; thence along the west line of the Townsite of Hornitos, also being the west line of said Section 17, north 2° 24' 52" east, 1325.85 feet to the Quarter Corner to said Sections 17 and 18, T.5 S., R.16 E., M.D.B.& M.; thence continuing along said west line of the Townsite of Hornitos and the west line of said Section 17, north 1° 02' 45" east, 641.47 feet to the southwest corner of Lot 139 of the Town of Hornitos as shown on that Map of the Town of Hornitos filed as Map Number 217, Mariposa County Records; thence leaving said west line of the Townsite of Hornitos and along the southerly line of said Lot 139, the following courses and distances:

south 67° 50' 00" east, 641.81 feet;

north 88° 52' 52" east, 263.68 feet;

north 31° 44' 00" east, 387.98 feet;

south 60° 23' 59" east, 451.10 feet;

south 81° 32' 53" east, 236.33 feet to a point on the south line of said Lot 139, also being the northwest corner of Lot 140 as shown on that Map of the Town of Hornitos filed as Map Number 217, Mariposa County Records; thence continuing along the southerly line of Lot 139 also being the northerly line of said Lot 140, the following courses and distances:

south 82° 28' 52" east, 280.78 feet;

north 58° 44' 29" east, 578.25 feet the southeast corner said Lot 139, also being the southwest corner of Lot 124 as shown on that Map of the Town of Hornitos filed as Map Number 217, Mariposa County Records; thence continuing along the northerly line of Lot 140 also being the southerly line of said Lot 124, north 73° 01' 00" east, 231.00 feet to the southeast corner of said Lot 124, also being the northeast corner of said Lot 140; thence leaving the southerly line of said Lot 124, and along the easterly

line of said Lot 140, south 39° 30' 58" west, 95.55 feet to the northeast corner of Lot 123 as shown on that Map of the Town of Hornitos filed as Map Number 217, Mariposa County Records; thence along the line common to said Lots 140 and 123, the following courses and distances:

south 73° 46' 00" west, 166.32 feet;

south 62° 07' 00" west, 300.96 feet;

south 29° 53' 06" east, 524.03 feet;

north 75° 06' 54" east, 163.99 feet to a point on the southerly line of said Lot 123, also being on the westerly line of Hornitos Road; thence leaving the southerly line of said Lot 123, and along the easterly and southerly lines of said Lot 140, also being the westerly and northerly lines of Hornitos Road the following courses and distances:

south 5° 59' 20" east, 99.77 feet;

south 7° 16' 38" west, 145.80 feet;

south 34° 38' 04" west, 154.79 feet;

south 27° 40' 53" west, 85.65 feet;

south 19° 50' 17" west, 155.70 feet;

south 43° 34' 23" west, 120.59 feet;

south 50° 00' 33" west, 54.74 feet;

south 55° 24' 05" west, 52.86 feet;

south 88° 34' 44" west, 334.76 feet;

north 84° 47' 11" west, 78.48 feet to a point on the northerly line of Hornitos road; thence leaving the southerly line of said Lot 140, and crossing Hornitos road, south 18° 01' 45" west, 69.35 feet to a point on the southerly line of Hornitos road; thence along said southerly line of Hornitos road the following courses and distances:

south 84° 42' 21" east, 248.82 feet;

along a non-tangent curve to the left, the long chord of which bears north 61° 12' 05" east, 485.44 feet, with a radius of 440.00 feet, through a central angle of 66° 57' 33", an arc distance of 514.21 feet;

north 29° 31' 42" east, 317.02 feet;

along a non-tangent curve to the left, the long chord of which bears north 8° 53' 31" east, 316.30 feet, with a radius of 490.00 feet, through a central angle of 37° 39' 33", an arc distance of 322.07 feet;

north 13° 59' 03" west, 32.50 feet to a point on the southerly line of Lot 123 of the Town of Hornitos; thence leaving the southerly line of Hornitos road and along the southerly line of said Lot 123, north 75° 06' 54" east, 36.90 feet to the southeast corner of said Lot 123; thence along the easterly line of said Lot 123, north 0° 15' 46" west, 429.02 feet; thence continuing along said easterly line of Lot 123, north 37° 38' 14" west, 41.84 feet to a point on the southerly line of Hornitos road; thence leaving said easterly line of Lot 123 and along said southerly line of Hornitos road, along a non-tangent curve to the right the long chord of which bears north 43° 46' 53" east, 2.65 feet, with a radius of 265.00 feet through a central angle of 0° 34' 21", an arc distance of 2.65 feet; thence continuing along said southerly line of Hornitos road, north 44° 04' 03" east, 89.08 feet to a point on the westerly line of lot 118 of the Town of Hornitos; thence leaving said southerly line of Hornitos road and along the westerly line of said Lot 118, south 9° 25' 54" east, 265.36 feet to the southwest corner of said Lot 118 also being the northwest corner of Lot 120 of the Town of Hornitos; thence leaving said westerly line of Lot 118 and along the westerly line of Lot 120, south 4° 36' 52" east, 154.33 feet to the southwest corner of said Lot 120, also being the northwest corner of Lot 121 of the Town of Hornitos; thence leaving said westerly line Lot 120 and along the westerly line of said Lot 121, south 7° 07' 40" east, 79.16 feet to the southwest corner of said Lot 121, also being the northwest corner of Lot 122 of the Town of Hornitos; thence leaving said westerly line of said Lot 121 and along the westerly line of said Lot 122, south 11° 59' 38" east, 189.36 feet to the southwest corner of said Lot 122; thence along the southerly line of said Lot 122, south 63° 41' 31" east, 273.02 feet to the southeast corner of said Lot 122; thence leaving said southerly line of Lot 122 and crossing High Street as shown on said Map of the Town of Hornitos, south 32° 08' 32" east, 46.00 feet to the southwest corner of Lot 108 of the Town of Hornitos; thence along the southerly line of said Lot 108, south 63° 53' 57" east, 315.37 feet to the southeast corner of said Lot 108, being a point on the westerly line of Lot 107 of the Town of Hornitos; thence leaving said southerly line of Lot 108 and along the westerly line of said Lot 107, south 3° 21' 58" west, 114.97 feet to the southwest corner of said Lot 107; thence along the southerly line of said Lot 107, south 84° 19' 50" east, 511.85 feet to the southeast corner of said Lot 107, also being the most westerly corner of Lot 106 of the Town of Hornitos; thence leaving said southerly line of Lot 107 and along the southerly line of said Lot 106, the following courses and distances:

south 24° 29' 26" east, 243.28 feet;

south 66° 30' 46" east, 434.20 feet;

south 84° 29' 49" east, 358.80 feet to the most southerly corner of said Lot 106; thence along the easterly line of said Lot 106, north 23° 13' 32" east, 468.98 feet to a

point on the southerly line of Hornitos Road; thence leaving said easterly line of Lot 106, and along the southerly line of Hornitos Road, south 65° 24' 53" east, 160.25 feet to a point on the east line of the Townsite of Hornitos, also being the east line of above said Section 17; thence leaving said southerly line of Hornitos Road and along the east line of the Townsite of Hornitos, south 1° 36' 54" west, 778.25 feet to the southeast corner of the Townsite of Hornitos, also being the South 1/16th corner to Sections 16 and 17, T.5 S., R.16 E., M.D.B.& M.; thence along the south line of the Townsite of Hornitos, south 89° 39' 15" west, 5281.09 feet to the southwest corner of the Townsite of Hornitos and the **POINT OF BEGINNING**.

EXCEPTING THEREFROM the road right-of-way for Hornitos Road as described as follows:

COMMENCING at the southwest corner of the Townsite of Hornitos; thence along the west line of the Townsite of Hornitos, north 2° 24' 52" east, 276.74 feet to a point on the southerly line of Hornitos road and the **POINT OF BEGINNING**; thence leaving the west line of the Townsite of Hornitos and along the southerly line of Hornitos road, north 66° 48' 33" east, 919.88 feet; thence continuing along said southerly line, along a non-tangent curve to the right the long chord of which bears north 80° 44' 42" east, 467.22 feet, with a radius of 970.00 feet, through a central angle of 27° 52' 18", an arc distance of 471.86 feet; thence continuing along said southerly line, south 84° 42' 21" east, 698.20 feet; thence leaving said southerly line and crossing Hornitos road, north 18° 01' 45" east, 69.35 feet to a point on the northerly line of Hornitos road; thence along the northerly line of Hornitos road, north 85° 19' 09" west, 714.16 feet; thence continuing along said northerly line, along a non-tangent curve to the left the long chord of which bears south 80° 44' 42" west, 496.13 feet, with a radius of 1030.00 feet, through a central angle of 27° 52' 18", an arc distance of 501.05 feet; thence continuing along said northerly line, south 66° 48' 33" west, 891.13 feet to a point on the west line of the Townsite of Hornitos; thence leaving said northerly line of Hornitos road and along the west line of the Townsite of Hornitos, south 2° 24' 52" west, 66.53 feet to the **POINT OF BEGINNING**.

AND ALSO EXCEPTING THEREFROM the following described tract:

COMMENCING at the southwest corner of the Townsite of Hornitos, also being the South 1/16th Corner to Sections 17 and 18, T.5 S., R.16 E., M.D.B.& M.; thence along the west line of the Townsite of Hornitos, also being the west line of said Section 17, north 2° 24' 52" east, 1325.85 feet to the Quarter Corner to said Sections 17 and 18, T.5 S., R.16 E., M.D.B.& M.; thence continuing along said west line of the Townsite of Hornitos and the west line of said Section 17, north 1° 02' 45" east, 641.47 feet to the southwest corner of Lot 139 of the Town of Hornitos as shown on that Map of the Town

of Hornitos filed as Map Number 217, Mariposa County Records; thence leaving said west line of the Townsite of Hornitos and along the southerly line of said Lot 139, south 67° 50' 00" east, 563.65 feet to the **POINT OF BEGINNING**; thence leaving said southerly line, south 6° 53' 51" west, 338.50 feet; thence north 88° 52' 52" east, 709.41 feet; thence north 17° 33' 55" west, 310.77 feet; thence north 34° 32' 44" west, 222.66 feet to a point on said southerly line of said Lot 139; thence along said southerly line, south 31° 44' 00" west, 213.82 feet; thence continuing along said southerly line, south 88° 52' 52" west, 263.68 feet; thence continuing along said southerly line, north 67° 50' 00" west, 78.26 feet to the **POINT OF BEGINNING**, containing 5.00 acres more or less.

SUBJECT TO an easement for ingress, egress, public and private utility purposes, 40 feet in width, 20 feet to each side of the following described centerline:

COMMENCING at the southwest corner of the Townsite of Hornitos, also being the South 1/16th Corner to Sections 17 and 18, T.5 S., R.16 E., M.D.B.& M.; thence along the west line of the Townsite of Hornitos, also being the west line of said Section 17, north 2° 24' 52" east, 1325.85 feet to the Quarter Corner to said Sections 17 and 18, T.5 S., R.16 E., M.D.B.& M.; thence continuing along said west line of the Townsite of Hornitos and the west line of said Section 17, north 1° 02' 45" east, 641.47 feet to the southwest corner of Lot 139 of the Town of Hornitos as shown on that Map of the Town of Hornitos filed as Map Number 217, Mariposa County Records; thence leaving said west line of the Townsite of Hornitos and along the southerly line of said Lot 139, south 67° 50' 00" east, 563.65 feet; thence leaving said southerly line, south 6° 53' 51" west, 338.51 feet; thence north 88° 52' 52" east, 313.05 feet to the **POINT OF BEGINNING**; thence south 5° 54' 55" east, 47.51 feet; thence along a tangent curve to the left, concave to the northeast, with a radius of 400.00 feet, through a central angle of 39° 49' 16", and arc distance of 278.00 feet; thence south 45° 44' 11" east, 285.96 feet; thence along a tangent curve to the right, concave to the southwest, with a radius of 120.00 feet, through a central angle of 48° 13' 47", an arc distance of 101.01 feet; thence south 2° 27' 36" west, 63.29 feet to a point on the northerly line of Hornitos Road. The side lines if the herein described easement are to be lengthened or shortened as necessary to begin at the southerly line of the above described tract and end at the northerly line of Hornitos Road.

AND ALSO SUBJECT TO an easement for public utility purposes, 20 feet in width, 10 feet to each side of the following described centerline:

COMMENCING at the southwest corner of the Townsite of Hornitos, also being the South 1/16th Corner to Sections 17 and 18, T.5 S., R.16 E., M.D.B.& M.; thence along the west line of the Townsite of Hornitos, also being the west line of said Section 17, north 2° 24' 52" east, 1325.85 feet to the Quarter Corner to said Sections 17 and 18, T.5 S., R.16 E., M.D.B.& M.; thence continuing along said west line of the Townsite of Hornitos and the west line of said Section 17, north 1° 02' 45" east, 641.47 feet to the

southwest corner of Lot 139 of the Town of Hornitos as shown on that Map of the Town of Hornitos filed as Map Number 217, Mariposa County Records; thence leaving said west line of the Townsite of Hornitos and along the southerly line of said Lot 139, south 67° 50' 00" east, 563.65 feet; thence leaving said southerly line, south 6° 53' 51" west, 338.51 feet; thence north 88° 52' 52" east, 610.07 feet to the **POINT OF BEGINNING**; thence south 14° 45' 31" east, 678.66 feet to a point on the northerly line of Hornitos Road. The side lines if the herein described easement are to be lengthened or shortened as necessary to begin at the southerly line of the above described tract and end at the northerly line of Hornitos Road.

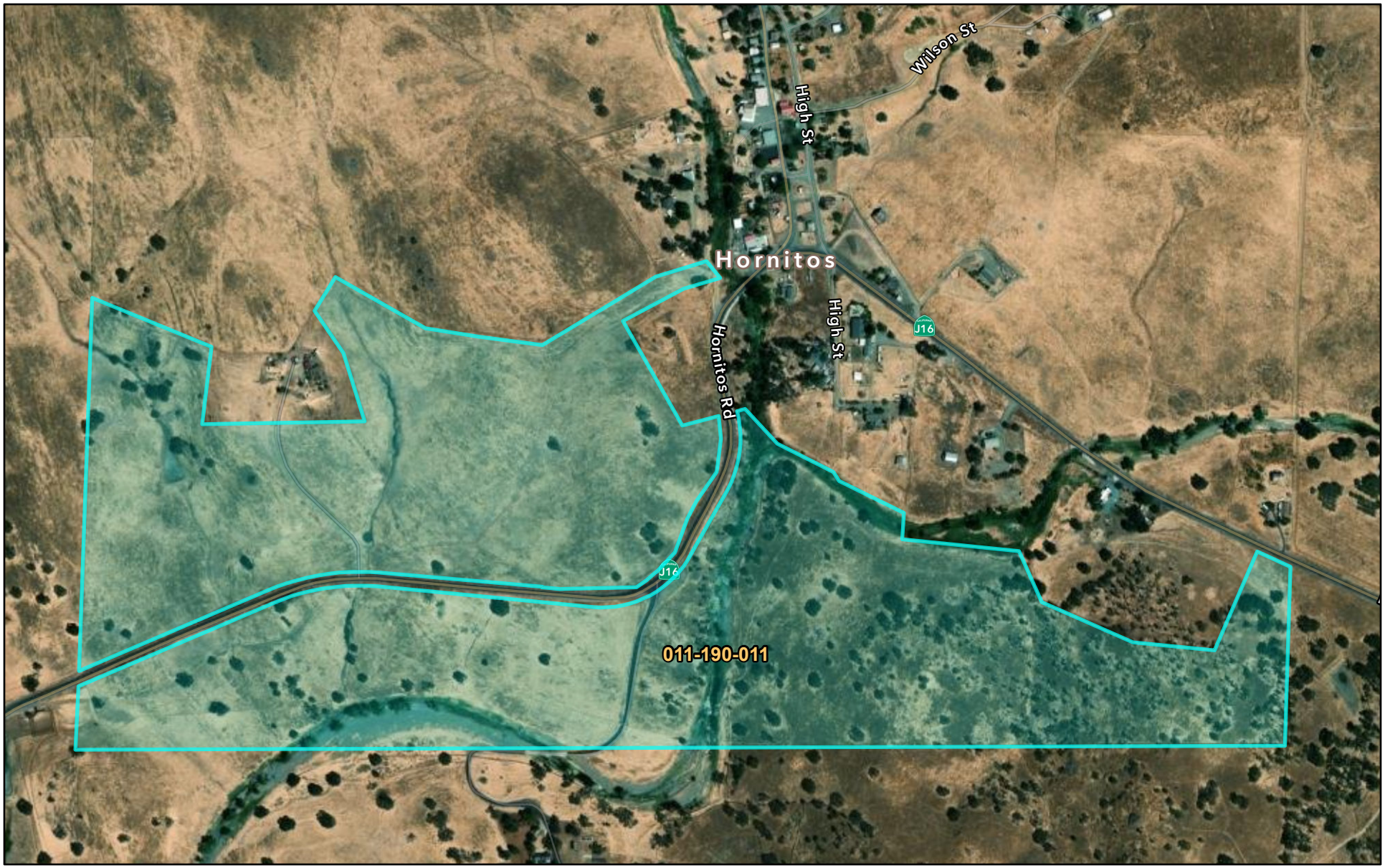
Description Prepared by:

Charles M. Pratt, L.S. 4891



END OF DOCUMENT

Site Map Exhibit B



7/10/2025, 12:53:46 PM

1:9,079

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

Mariposa County GIS, Maxar

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-359

MEETING: September 2, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Discussion and Possible Direction on the Recruitment for the Position of County Counsel; and Appoint Kevin Briggs as Acting County Counsel with a Salary of $195,653.42, Effective August 22nd, 2025

RECOMMENDATION AND JUSTIFICATION

Discussion and Possible Direction on the Recruitment for the Position of County Counsel; and Appoint Kevin Briggs as Acting County Counsel with a Salary of $195,653.42, Effective August 22nd, 2025

Staff is seeking direction from the Board on whether they would prefer staff to run the recruitment of County Counsel, or seek to hire an outside firm for a larger recruitment.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Past Department Head recruitments have varied from internally to externally run.

On August 21, 2025, County Counsel Walter Wall resigned from his position as Counsel.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not give direction, and staff will be unable to move forward with recruitment to fill the vacant County Counsel position.

FINANCIAL IMPACT

Financial impact will be based on the decision to have staff run the recruitment or have a firm run the recruitment.

ATTACHMENTS

None

VOTE RESULT

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