Mariposa County

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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 DRAFT ACTION SUMMARY MINUTES

OCTOBER 21, 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

Joe Lynch/County Administrative Officer introduced Cole Periera/County Fire/CAL FIRE Division Chief. He mentioned he was proud to be involved in the interviews, that Chief Periera started the day prior, and that Chief Periera had met the team, but Mr. Lynch wanted to introduce him to the public.

Chief Periera explained he started in 2003 in Calaveras County, and then came over to Merced in 2008. He explained he had taught throughout the different counties and at Columbia College during his career, and had lived in Waterford and raised cattle in Hornitos, so he was familiar with Mariposa. He reported that he also lived in Ione for two years, then transferred to Mount Bullion Camp, and had also gone to the Santa Clara unit, where he was an Assistant Chief in the Bay Area. He explained he had prior influence on the political side of things and that he was excited to have some consistency here in Mariposa. He thanked the Board for the opportunity.

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

Chair Smallcombe read the consent agenda note.

Public comment was received by Heather Livingston/Mariposa Safe Families Youth Coordinator on CA. 9, who introduced the Friday Night Live (FNL) Youth and their presentation.

FNL Youth presented on behalf of Mariposa Elementary School (MES) and Woodland School members. They reported statistics about youth and substance abuse and what Mariposa residents can do to support and to bring awareness. The students received a standing ovation, and Chair Smallcombe thanked them for their presentation.

Kevin Packard/Undersheriff commented on CA. 9, extending the Sheriff's Office's appreciation to community partners and the students for educating the community.

Cindy Hopkirk/Health and Human Services Agency (HHSA) commented on CA. 6, saying that the prior October she was diagnosed with breast cancer, but she luckily caught it early because she had a mammogram. Chair Smallcombe reported that Mariposa County is so lucky to have the state-of-the-art mammography machine at John C Fremont (JCF) Hospital, and individuals should keep on top of what's happening to their bodies.

Mike Brusa/Bear Valley spoke to CA. 1. He said he didn't think the government should be able to own property or immunize themselves of the laws residents are supposed to follow.

In response to a question from Supervisor Poe on CA. 8, Shannon Hansen/Public Works and Transportation Director, explained that this was the Prop 218 rate study they have been wanting to push for years now, but they had to wait until the single audit was done. She mentioned she was hoping that Bartle Wells would be done by the end of the month, and they could sit down with the two affected districts, go out to the community, and discuss the rates and the need for the increased rates. She said she was hopeful that by February 2026, they could have the new rates in place or explore a different avenue for some of the districts.

In response to a question from Chair Smallcombe, Director Hansen explained that they chose Bartle Wells because they had been working with them since 2017 to do rate studies with all the districts. She mentioned that out of 4, only 1.5 were passed, so Public Works had been working with them to get new rates in place. She explained that in 2007/2008, the last rate study was done in Lake Don Pedro, so it was definitely due, and all the districts were in the red. She mentioned that the County did give over 8 million to the districts, and that was how Lake Don Pedro and Yosemite West have been funded. Chair Smallcombe thanked Director Hansen for her work searching for alternatives.

Supervisor Kiser commented on CA. 9, saying she appreciated Ms. Livingston and the FNL Youth for coming and speaking on the topic, especially because she herself had struggled previously. She explained that hearing this information from their peers is so important for young people.

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 Information on Mariposa County's Quarterly Financial Reports Year-to-Date Through the End of Quarter One or September 30th of Fiscal Year (FY) 25-26

CA3. **Agricultural Commissioner**

Approve Agreement 24-0469-041-SF with the California Department of Food and Agriculture (CDFA) for the Glassy-Winged Sharpshooter Program, July 1st, 2025, Through September 30th, 2026; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA4. **Health and Human Services Agency**

Approve a Memorandum of Understanding (MOU) with Mariposa County Unified School District (MCUSD) for Kindergarten Oral Health Assessment Services; and Authorize the Board of Supervisors Chair to Sign the MOU

CA5. **Health and Human Services Agency**

Approve an Agreement with California Psychiatric Transitions, Inc., in an Amount Not to Exceed $290,000, for Mental Health Rehabilitation Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA6. **Health and Human Services Agency**

Proclaim the Month of October 2025 as "Breast Cancer Awareness Month" and October 17th, 2025, as "Mammography Day"

CA7. **Probation**

Approve an Agreement with Noble Software Group, LLC., in an Amount Not to Exceed $31,707.78, to Provide a Risk and Needs Assessment and Case Planning Software Program; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA8. **Public Works**

Approve First Amendment to the Agreement with Aqua Sierra Controls, Inc., Extending the Term of the Agreement to June 30, 2026, for Software Replacement and Programming Services at Lake Don Pedro and Yosemite West Wastewater Treatment Plants; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA9. **Sheriff's Office**

Proclaim the Week of October 23rd Through the 31st, 2025, as "Red Ribbon Week"

E. Items removed from Consent Agenda

None.

F. Departmental Presentation

Kari Kisela/Chamber of Commerce thanked everyone who helped with the cruise night and the car show. She said she could not imagine having to meticulously go through the cars, and that the upkeep on them was great. She explained the celebrity guests had a great time, which was great because they then share that excitement with others. She mentioned that someone had come all the way from Canada and brought some Canadian ketchup-flavored chips. She reported they had a lot of participation from car clubs with 130 car entries, and many more food vendors. She thanked everyone and said she hopes they get even more participation in the future.

Jacob Hawley/Chamber of Commerce and Visitors Center reported that visitation in October was great, with over 1,000 people visiting the visitors center, and sales were up over $1,000. He mentioned downtown business owners were also seeing an increase in October. He noted his optimism that, although they were still down 6,500 visitors, it would recover.

Joe Lynch reported that the government shutdown was still in effect, but as of that day, Mariposa County still hadn't had any issues. He explained that if it were to extend into November, many Mariposa associations were estimating implications. He explained that the lever that would push the shutdown to the end would be payment to military and government employees. He said he would report updates to the Board at the November meetings and, if it continued to be shut down, provide further updates. He explained that about 60 percent of Mariposa County residents use Health and Human Services Agency (HHSA) services, so it could be very impactful. He mentioned, on another note, that they were on track to complete the single audit for 2024 by November, and then they would start fieldwork for 2025. In response to a question from Chair Smallcombe, Mr. Lynch explained that they would be removed from high risk as soon as the single audit was complete.

Kristina Keheley/HHSA Director mentioned that they anticipated that they would not be able to pay the food benefits for November. She mentioned they would have a list of food resources and that people could donate to Manna House. In response to a question from Chair Smallcombe, Director Keheley explained that Manna House was likely looking for non-perishable foods, that she wasn't sure how many other resources would be on the list, but that if the government was still shut down come November 1st, Manna House would be available. Chair Smallcombe mentioned she would pass that information along, and Supervisor Toso mentioned they had beef they could donate since she saw Manna House was asking for hamburger.

Mr. Lynch explained they would lose those benefits, but the state of California has found alternative funding sources to offset parts of them in similar situations. He mentioned they would run a social media campaign to ensure people clearly understand where they can get their food and that HHSA would help transport food out to people. He concluded that they were preparing for the worst-case scenario.

G. Public Comment on Non-Agenda Items

Johnothan Noel/Resident thanked Ms. Kisela and all her staff for putting on a good car show. He reported that as of the prior Friday, Mariposa County Varsity Football was 7 to 1. He noted he spoke with some residents who said they don't remember the team ever being that good over the last 20 years. He said they would have a home game on October 31st against Le Grand and encouraged everyone to come out and support the Grizzlies.

Mike Brusa explained his distrust of the Insurance Commissioner and most propositions.

H. Board Recognitions

1. **Board of Supervisors**

Proclaim October 24th, 2025, as "Polio Day" (Supervisor Kiser)

Supervisor Kiser gave the staff report, noting that she was honored to sponsor the proclamation on behalf of Rotary International. She discussed the history and statistics of Polio. She mentioned one of her family members was diagnosed with Polio in 1955, and he did not get it, but he went on to get Post-Polio and later passed away. She thanked Rotary International for reaching out to her and for all the work they have done.

Public comment was received by Marilyn Saunders/Rotary International member, who shared comments from Mike McGover: "Polio eradication has always been an extraordinary ambition, and we have brought the world to the end of it. Each outbreak stopped means children will never have to face paralysis. At the same time, we have the bigger vision to make Polio the second disease to officially be eradicated from planet Earth. When communities come together for a shared goal. We are not just responding to outbreaks; we are writing history. When was the last time you thought of smallpox? That is the first disease that humanity eradicated from the planet. The last case was in 1977, and the world was declared smallpox-free in 1979. Polio started in 1988, we've had a long fight, and it's not over yet. But we can and will eradicate Polio. I can tell you where to find out more: Rotary.org and EndPolio.org. Let us celebrate October 24 as World Polio Day".

Marvin Wells/Resident asked why the Board doesn't honor a moment of solitude after the Pledge. He requested that at the following Board meeting, they address why they say "One nation under God" in the Pledge of Allegiance, whether the Sheriff's Office is fully staffed, and, if not, why. He mentioned that all OSHA requirements are for safety and that they needed to prepare for them in the following budget.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Jenni Kiser
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 the Polio Day proclamation to the Rotary International members.

Recess Board of Supervisors

10:04 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

I. LOCAL TRANSPORTATION COMMISSION

10:05 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**

Approve First Amendment to the Fiscal Year (FY) 25-26 Local Transportation Commission (LTC) Overall Work Program (OWP); Authorize the Executive Director of the LTC to Sign the Amendment; and Ratify the LTC Executive Director's Signature on the FY 24-25 Reconciliation Letter

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 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

2. **Public Works**

Approve an Agreement with the California Department of Transportation (DOT), Division of Rail and Mass Transportation (DRMT), for Federal Transit Administration (FTA) Section 5311 Transit Funds; and Authorize the Executive Director of the Local Transportation Commission (LTC) to Sign the Agreement

Jeannie Morvay Clayton gave the staff report. No public comment was received.

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

10:09 AM Chair Toso adjourned the meeting of the LTC.

J. WATER AGENCY BOARD

10:09 AM Chair Poe called the meeting of the Water Agency Board to order.

Public Comment Period

No public comment was received.

Water Agency Board Regular Agenda

1. **Public Works**

Accept the Resignation and Recognize the Service of Mike Guenther from the Water Agency Advisory Board (WAAB) as the District 2 Member, and John McCamman as the District 5 Member

Director Hansen gave the staff report. No public comment was received. Directors Poe, Menetrey, Toso, and Smallcombe all shared nice words about John McCamman and Mike Guenther's retirement.

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

Re-Appoint Walt "Sonny" Palmer for an Additional Term to the Water Agency Advisory Board (WAAB) as the District 3 Member with a Term Expiring April 26th, 2028

Director Hansen gave the staff report. No public comment was received. Director Toso expressed her thanks for his dedication and all the hats he wears.

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

Adjourn Water Agency Board

10:18 AM Chair Poe adjourned the meeting of the Water Agency Board.

Reconvene as Board of Supervisors

10:18 AM Chair Smallcombe reconvened the Board of Supervisors meeting.

K. Board Information

Board information was received.

L. Closed Session

10:22 AM Chair Smallcombe read the closed session items and recessed the Board into closed session. No public comment was received. Chair Smallcombe summarized that the Board was trying a new method for performance evaluations for the County Administrative Officer (CAO), the Clerk of the Board, and County Counsel. She explained they did not include Kevin Briggs/Acting County Counsel in this set of performance reviews because he had only been in that position for a very short period of time. She mentioned there would be a Board item brought in November to evaluate whether it was a good approach, and she thanked all those who responded to the 360 degree review.

1. **Board of Supervisors**

CLOSED SESSION: Public Employee Performance Evaluation: Position of Employee Under Review: Clerk of the Board (Government Code Section 54954.5)

RESULT: CLOSED SESSION HELD

2. **Board of Supervisors**

CLOSED SESSION: Public Employee Performance Evaluation: Position of Employee Under Review: County Administrative Officer (Government Code Section 54954.5)

RESULT: CLOSED SESSION HELD

3. **County Counsel**

CLOSED SESSION: Conference With Real Property Negotiator: Description of Real Property: Property Located at 5130 Bullion Street, Mariposa, CA 95338, Formally Known as Assessor Parcel Number 013-081-012, Owner: Ellen McDonald, Agency negotiator: Joe Lynch, County Administrative Officer

RESULT: CLOSED SESSION HELD

Report Out

1:07 PM Chair Smallcombe reconvened the Board meeting and reported that during closed session, the following took place.

- Closed Session Item 1: The review occurred.
- Closed Session Item 2: Chair Smallcombe noted Supervisor Kiser was not present for the discussion, and the review occurred.
- Closed Session Item 3: Information was received, and direction was given.

M. Adjournment

1:08 PM Chair Smallcombe adjourned in memory of Ruth Sellers and Mary Ann Howerton.

Respectfully submitted,

Malena Palmer
Deputy Clerk

Danielle Bondshu
Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-429

MEETING: October 21, 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 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

Board of Supervisors

Information Item

MEETING: October 21, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Receive Information on Mariposa County's Quarterly Financial Reports Year-to-Date Through the End of Quarter One or September 30th of Fiscal Year (FY) 25-26

RECOMMENDATION AND JUSTIFICATION

Receive Information on Mariposa County's Quarterly Financial Reports Year-to-Date Through the End of Quarter One or September 30th of Fiscal Year (FY) 25-26.

Mariposa County has recently codified a financial reporting calendar, which includes quarterly financial updates. The purpose of this agenda item is to present the Quarter 1 (Q1). As a reminder, the attached reports show the following information.

1. Fund Level Revenue and Expense Actual vs. Budget Comparison - This report shows total revenue and expenses year to date by fund. In the general fund, the report separates these totals by department as well.
2. Department Level Revenue and Expense Categories Actual vs. Budget Comparison - This report shows the total revenue and expenses by department, irrespective of fund or program or individual accounts. In this way, the Board and the public will be able to view the total salaries spent on a department, for example, year to date as of the reported date.
3. Account Level Revenue and Expense Actual vs. Budget Comparison - This report shows the total revenue and expenses by account only, irrespective of fund or program or departments or categories. In this way, the Board and public will be able to view total spending on training or equipment or telephone, for example, year to date as of the reported date.

BACKGROUND AND HISTORY OF BOARD ACTIONS

2025 Financial Reporting Calendar requires quarterly updates reflecting on the Year to date and most recent quarter of the fiscal year financial information.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not hear the report and the Board will not be informed with the latest quarterly financial information.

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

1. **Fund Level Revenue and Expense Actual vs. Budget Comparison**
2. **Department Level Revenue and Expense Actual vs. Budget Comparison**
3. **Account Level Revenue and Expense Actual vs. Budget Comparison**

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

Budget Compare Summary by Fund and Department
Fiscal Year: 2025-2026

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Friday, October 03, 2025

:

Fund		Account	Current Adjusted Budget 2025-2026	YTD Actuals 2025-2026	Actual 2024-2025	Actual 2023-2024	Actual 2022-2023
1001: General Fund	Total Departments: Total Departments	Total Revenues	96,528,912	7,757,318	79,463,415	86,712,559	78,666,618
1001: General Fund	Total Departments: Total Departments	Beginning Fund Balance	1,934,421	-	-	-	-
1001: General Fund	Total Departments: Total Departments	Total Expenses	96,528,912	15,938,895	89,771,047	85,338,526	85,925,109
1001: General Fund	**Total Departments: Total Departments**	**Net Balance**	**0**	**(8,181,577)**	**(10,307,632)**	**1,374,032**	**(7,258,491)**
3031: Local Transportation Fund	307: Local Transportation	Total Revenues	800,000	70,648	726,887	782,614	641,507
3031: Local Transportation Fund	307: Local Transportation	Beginning Fund Balance	112,954	-	-	-	-
3031: Local Transportation Fund	307: Local Transportation	Total Expenses	800,000	-	516,346	769,542	451,757
3031: Local Transportation Fund	**307: Local Transportation**	**Net Balance**	**0**	**70,648**	**210,541**	**13,072**	**189,750**
3032: State Transit Assistance Fund	307: Local Transportation	Total Revenues	209,341	7,586	26,080	35,978	240,238
3032: State Transit Assistance Fund	307: Local Transportation	Beginning Fund Balance	-	-	-	-	-
3032: State Transit Assistance Fund	307: Local Transportation	Total Expenses	209,341	-	-	28,121	197,714
3032: State Transit Assistance Fund	**307: Local Transportation**	**Net Balance**	**0**	**7,586**	**26,080**	**7,857**	**42,524**
3033: Transportation Planning Fund	307: Local Transportation	Total Revenues	470,613	48,990	133,326	426,843	403,064
3033: Transportation Planning Fund	307: Local Transportation	Beginning Fund Balance	176,413	-	-	-	-
3033: Transportation Planning Fund	307: Local Transportation	Total Expenses	470,613	43,250	268,795	388,816	468,153
3033: Transportation Planning Fund	**307: Local Transportation**	**Net Balance**	**0**	**5,740**	**(135,469)**	**38,026**	**(65,089)**
3033: Transportation Planning Fund	350: Engineering	Total Revenues	-	-	-	-	4,348
3033: Transportation Planning Fund	**350: Engineering**	**Net Balance**	**-**	**-**	**-**	**-**	**4,348**
3034: Pedestrian Bikeway Fund	307: Local Transportation	Total Revenues	232,063	-	18,487	14,970	5,397
3034: Pedestrian Bikeway Fund	307: Local Transportation	Beginning Fund Balance	219,063	-	-	-	-
3034: Pedestrian Bikeway Fund	307: Local Transportation	Total Expenses	232,063	-	-	-	-
3034: Pedestrian Bikeway Fund	**307: Local Transportation**	**Net Balance**	**0**	**-**	**18,487**	**14,970**	**5,397**
3215: Victim Witness Fund	215: Victim Witness	Total Revenues	174,252	-	248,279	302,987	393,637

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2025-2026

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Friday, October 03, 2025

:

			Current Adjusted Budget	YTD Actuals	Actual		
			2025-2026		2024-2025	2023-2024	2022-2023
Fund		**Account**					
3215: Victim Witness Fund	215: Victim Witness	Beginning Fund Balance	(130,973)	-	-	-	-
3215: Victim Witness Fund	215: Victim Witness	Total Expenses	174,252	8,502	245,382	409,579	366,657
3215: Victim Witness Fund	**215: Victim Witness**	**Net Balance**	**0**	**(8,502)**	**2,897**	**(106,593)**	**26,980**
3300: Roads Fund	300: Roads	Total Revenues	8,975,561	634,944	6,057,604	6,041,045	6,946,452
3300: Roads Fund	300: Roads	Beginning Fund Balance	2,858,473	-	-	-	-
3300: Roads Fund	300: Roads	Total Expenses	8,975,561	1,961,785	6,720,466	5,147,853	5,117,039
3300: Roads Fund	**300: Roads**	**Net Balance**	**0**	**(1,326,841)**	**(662,862)**	**893,191**	**1,829,412**
3301: Fish And Game	101: Board Of Supervisors	Total Revenues	21,274	302	1,552	1,710	311
3301: Fish And Game	101: Board Of Supervisors	Beginning Fund Balance	20,474	-	-	-	-
3301: Fish And Game	101: Board Of Supervisors	Total Expenses	21,274	-	10,000	-	-
3301: Fish And Game	**101: Board Of Supervisors**	**Net Balance**	**0**	**302**	**(8,448)**	**1,710**	**311**
3310: CSA 3 Fire Assessments	107: Auditor	Total Revenues	-	1,759	21,262	48,803	699,767
3310: CSA 3 Fire Assessments	107: Auditor	Beginning Fund Balance	-	-	-	-	-
3310: CSA 3 Fire Assessments	107: Auditor	Total Expenses	-	-	74,229	626,850	83
3310: CSA 3 Fire Assessments	**107: Auditor**	**Net Balance**	**-**	**1,759**	**(52,967)**	**(578,047)**	**699,684**
3311: CSA 1-Don Pedro Fire	107: Auditor	Total Revenues	115,062	184	86,336	105,859	63,375
3311: CSA 1-Don Pedro Fire	107: Auditor	Beginning Fund Balance	32,562	-	-	-	-
3311: CSA 1-Don Pedro Fire	107: Auditor	Total Expenses	115,062	446	30,119	93,592	87,610
3311: CSA 1-Don Pedro Fire	**107: Auditor**	**Net Balance**	**0**	**(262)**	**56,217**	**12,267**	**(24,235)**
3325: DA Asset Forfeiture	212: District Attorney	Total Revenues	5,281	-	375	8,197	(24)
3325: DA Asset Forfeiture	212: District Attorney	Beginning Fund Balance	5,161	-	-	-	-
3325: DA Asset Forfeiture	212: District Attorney	Total Expenses	5,281	-	2,877	2,649	383
3325: DA Asset Forfeiture	**212: District Attorney**	**Net Balance**	**0**	**-**	**(2,502)**	**5,548**	**(408)**
3327: Sheriff Asset Forfeiture	216: Sheriff	Total Revenues	60,500	-	3,329	46,320	(228)
3327: Sheriff Asset Forfeiture	216: Sheriff	Beginning Fund Balance	60,000	-	-	-	-
3327: Sheriff Asset Forfeiture	216: Sheriff	Total Expenses	60,500	-	8,125	2,000	5,000
3327: Sheriff Asset Forfeiture	**216: Sheriff**	**Net Balance**	**0**	**-**	**(4,796)**	**44,320**	**(5,228)**

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2025-2026

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Friday, October 03, 2025

:

Fund		Account	Current Adjusted Budget 2025-2026	YTD Actuals 2025-2026	Actual 2024-2025	Actual 2023-2024	Actual 2022-2023
3328: Comm Child Abuse Prevent	501: Social Services	Total Revenues	30,350	76	30,329	32,577	59,986
3328: Comm Child Abuse Prevent	501: Social Services	Beginning Fund Balance	-	-	-	-	-
3328: Comm Child Abuse Prevent	501: Social Services	Total Expenses	30,350	3,050	30,500	81,193	82,638
3328: Comm Child Abuse Prevent	**501: Social Services**	**Net Balance**	**0**	**(2,974)**	**(171)**	**(48,617)**	**(22,652)**
3329: SLESF Fund	216: Sheriff	Total Revenues	200,000	3,126	217,145	206,583	180,404
3329: SLESF Fund	216: Sheriff	Beginning Fund Balance	-	-	-	-	-
3329: SLESF Fund	216: Sheriff	Total Expenses	200,000	-	214,102	204,022	287,105
3329: SLESF Fund	**216: Sheriff**	**Net Balance**	**0**	**3,126**	**3,043**	**2,561**	**(106,701)**
3330: Housing Development Fund	111: Housing Development	Total Revenues	176,261	-	57,512	361,280	433,381
3330: Housing Development Fund	111: Housing Development	Beginning Fund Balance	(123,004)	-	-	-	-
3330: Housing Development Fund	111: Housing Development	Total Expenses	176,261	-	-	196,873	1,058,008
3330: Housing Development Fund	**111: Housing Development**	**Net Balance**	**0**	**-**	**57,512**	**164,407**	**(624,627)**
3331: First Time Homebuyer Loans	111: Housing Development	Total Revenues	0	-	(73)	569	(519)
3331: First Time Homebuyer Loans	111: Housing Development	Beginning Fund Balance	(2,395)	-	-	-	-
3331: First Time Homebuyer Loans	111: Housing Development	Total Expenses	-	-	1,534	651	378
3331: First Time Homebuyer Loans	**111: Housing Development**	**Net Balance**	**0**	**-**	**(1,607)**	**(82)**	**(897)**
3332: Housing Rehabilitation Fund	111: Housing Development	Total Revenues	192,450	-	46,216	8,058	199,872
3332: Housing Rehabilitation Fund	111: Housing Development	Beginning Fund Balance	192,450	-	-	-	-
3332: Housing Rehabilitation Fund	111: Housing Development	Total Expenses	192,450	112	616	38,796	19,243
3332: Housing Rehabilitation Fund	**111: Housing Development**	**Net Balance**	**0**	**(112)**	**45,600**	**(30,738)**	**180,629**
3334: Community Energy Grants	402: Behavioral Health	Total Revenues	648,721	74,980	722,027	661,684	480,641
3334: Community Energy Grants	402: Behavioral Health	Beginning Fund Balance	-	-	-	-	-
3334: Community Energy Grants	402: Behavioral Health	Total Expenses	648,721	68,683	746,154	609,241	592,316
3334: Community Energy Grants	**402: Behavioral Health**	**Net Balance**	**0**	**6,296**	**(24,127)**	**52,443**	**(111,675)**
3335: CSBG Fund	402: Behavioral Health	Total Revenues	110,983	-	135,520	194,208	362,956

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2025-2026

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Fund		Account	Current Adjusted Budget 2025-2026	YTD Actuals 2025-2026	Actual 2024-2025	Actual 2023-2024	Actual 2022-2023
3335: CSBG Fund	402: Behavioral Health	Beginning Fund Balance	-	-	-	-	-
3335: CSBG Fund	402: Behavioral Health	Total Expenses	110,983	28,812	207,954	203,975	418,095
3335: CSBG Fund	**402: Behavioral Health**	**Net Balance**	**0**	**(28,812)**	**(72,434)**	**(9,767)**	**(55,138)**
3336: TANF Fund	501: Social Services	Total Revenues	35,000	-	3,672	2,733	(923)
3336: TANF Fund	501: Social Services	Beginning Fund Balance	35,000	-	-	-	-
3336: TANF Fund	501: Social Services	Total Expenses	35,000	29	16,304	1,238	3,818
3336: TANF Fund	**501: Social Services**	**Net Balance**	**0**	**(29)**	**(12,632)**	**1,496**	**(4,742)**
3337: BCSH Housing Grants	402: Behavioral Health	Total Revenues	145,000	-	2,944	612,211	-
3337: BCSH Housing Grants	402: Behavioral Health	Beginning Fund Balance	145,000	-	-	-	-
3337: BCSH Housing Grants	402: Behavioral Health	Total Expenses	145,000	43	(109,411)	572,849	-
3337: BCSH Housing Grants	**402: Behavioral Health**	**Net Balance**	**0**	**(43)**	**112,355**	**39,362**	**-**
3341: Senior Services Fund	519: Adults and Aging	Total Revenues	372,629	52,238	362,236	506,450	264,914
3341: Senior Services Fund	519: Adults and Aging	Beginning Fund Balance	(233,063)	-	-	-	-
3341: Senior Services Fund	519: Adults and Aging	Total Expenses	372,629	81,057	428,221	742,947	571,554
3341: Senior Services Fund	**519: Adults and Aging**	**Net Balance**	**0**	**(28,819)**	**(65,985)**	**(236,496)**	**(306,640)**
3345: Forest Reserve	102: Administration	Total Revenues	-	-	-	0	1,037
3345: Forest Reserve	**102: Administration**	**Net Balance**	**-**	**-**	**-**	**0**	**1,037**
3345: Forest Reserve	228: Fire	Total Revenues	104,427	-	3,969	68,375	58,782
3345: Forest Reserve	228: Fire	Beginning Fund Balance	102,927	-	-	-	-
3345: Forest Reserve	228: Fire	Total Expenses	104,427	-	55,000	41,500	96,373
3345: Forest Reserve	**228: Fire**	**Net Balance**	**0**	**-**	**(51,031)**	**26,875**	**(37,591)**
3351: JJCPA Fund	224: Probation	Total Revenues	307,751	3,126	101,557	92,885	76,446
3351: JJCPA Fund	224: Probation	Beginning Fund Balance	210,527	-	-	-	-
3351: JJCPA Fund	224: Probation	Total Expenses	307,751	8,550	43,197	61,524	55,851
3351: JJCPA Fund	**224: Probation**	**Net Balance**	**0**	**(5,424)**	**58,360**	**31,360**	**20,595**

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2025-2026

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Friday, October 03, 2025

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			Current Adjusted Budget	YTD Actuals	Actual		
			2025-2026		2024-2025	2023-2024	2022-2023
Fund		**Account**					
3352: HUD Continuum of Care	402: Behavioral Health	Total Revenues	75,970	23,232	74,427	76,432	106,817
3352: HUD Continuum of Care	402: Behavioral Health	Beginning Fund Balance	-	-	-	-	-
3352: HUD Continuum of Care	402: Behavioral Health	Total Expenses	75,970	17,533	51,931	90,024	57,840
3352: HUD Continuum of Care	**402: Behavioral Health**	**Net Balance**	**0**	**5,699**	**22,496**	**(13,592)**	**48,977**
3353: RCCP Fund	216: Sheriff	Total Revenues	770,530	34,103	508,379	508,073	498,032
3353: RCCP Fund	216: Sheriff	Beginning Fund Balance	270,530	-	-	-	-
3353: RCCP Fund	216: Sheriff	Total Expenses	770,530	24,143	192,197	594,377	423,805
3353: RCCP Fund	**216: Sheriff**	**Net Balance**	**0**	**9,960**	**316,182**	**(86,304)**	**74,227**
3356: VLF Swap Fund	107: Auditor	Total Revenues	2,577	-	86	138	(32)
3356: VLF Swap Fund	107: Auditor	Beginning Fund Balance	2,537	-	-	-	-
3356: VLF Swap Fund	107: Auditor	Total Expenses	2,577	-	-	-	-
3356: VLF Swap Fund	**107: Auditor**	**Net Balance**	**0**	**-**	**86**	**138**	**(32)**
3358: DNA Identification Fund	216: Sheriff	Total Revenues	42,600	1,380	7,116	6,664	2,866
3358: DNA Identification Fund	216: Sheriff	Beginning Fund Balance	40,000	-	-	-	-
3358: DNA Identification Fund	216: Sheriff	Total Expenses	42,600	-	-	10,259	-
3358: DNA Identification Fund	**216: Sheriff**	**Net Balance**	**0**	**1,380**	**7,116**	**(3,595)**	**2,866**
3360: Domestic Violence - Probation	224: Probation	Total Revenues	345	90	1,676	856	79
3360: Domestic Violence - Probation	224: Probation	Beginning Fund Balance	82	-	-	-	-
3360: Domestic Violence - Probation	224: Probation	Total Expenses	345	-	704	378	495
3360: Domestic Violence - Probation	**224: Probation**	**Net Balance**	**0**	**90**	**972**	**478**	**(416)**
3361: County Inmate Welfare Fund	220: Adult Detention	Total Revenues	126,500	1,529	41,524	31,231	20,466
3361: County Inmate Welfare Fund	220: Adult Detention	Beginning Fund Balance	100,000	-	-	-	-
3361: County Inmate Welfare Fund	220: Adult Detention	Total Expenses	126,500	2,073	18,716	34,199	28,318
3361: County Inmate Welfare Fund	**220: Adult Detention**	**Net Balance**	**0**	**(543)**	**22,808**	**(2,968)**	**(7,852)**
3362: CalFRESH Overpay Incentives	506: Assistance Payments	Total Revenues	19,710	-	262	84	98
3362: CalFRESH Overpay Incentives	506: Assistance Payments	Beginning Fund Balance	18,710	-	-	-	-
3362: CalFRESH Overpay Incentives	506: Assistance Payments	Total Expenses	19,710	-	3,248	-	-

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2025-2026

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
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Fund		Account	Current Adjusted Budget 2025-2026	YTD Actuals 2025-2026	Actual 2024-2025	Actual 2023-2024	Actual 2022-2023
3362: CalFRESH Overpay Incentives	**506: Assistance Payments**	**Net Balance**	**0**	**-**	**(2,986)**	**84**	**98**
3363: Human Services Assist Trust	506: Assistance Payments	Total Revenues	3,961,431	109,257	3,011,948	3,023,331	2,330,145
3363: Human Services Assist Trust	506: Assistance Payments	Beginning Fund Balance	-	-	-	-	-
3363: Human Services Assist Trust	506: Assistance Payments	Total Expenses	3,961,431	235,967	2,998,546	3,038,550	2,502,526
3363: Human Services Assist Trust	**506: Assistance Payments**	**Net Balance**	**0**	**(126,710)**	**13,402**	**(15,219)**	**(172,380)**
3364: Cash Difference Tax Collector	107: Auditor	Total Revenues	-	-	-	0	-
3364: Cash Difference Tax Collector	**107: Auditor**	**Net Balance**	**-**	**-**	**-**	**0**	**-**
3364: Cash Difference Tax Collector	108: Treasurer/Tax Collector	Total Revenues	510	(1)	(351)	(158)	(154)
3364: Cash Difference Tax Collector	108: Treasurer/Tax Collector	Beginning Fund Balance	510	-	-	-	-
3364: Cash Difference Tax Collector	108: Treasurer/Tax Collector	Total Expenses	510	-	-	-	-
3364: Cash Difference Tax Collector	**108: Treasurer/Tax Collector**	**Net Balance**	**0**	**(1)**	**(351)**	**(158)**	**(154)**
3365: Department Of Justice-DA	212: District Attorney	Total Revenues	12,359	158	1,103	1,321	532
3365: Department Of Justice-DA	212: District Attorney	Beginning Fund Balance	11,859	-	-	-	-
3365: Department Of Justice-DA	212: District Attorney	Total Expenses	12,359	-	-	-	-
3365: Department Of Justice-DA	**212: District Attorney**	**Net Balance**	**0**	**158**	**1,103**	**1,321**	**532**
3366: Probation Drug Program	224: Probation	Total Revenues	8,618	0	430	310	207
3366: Probation Drug Program	224: Probation	Beginning Fund Balance	8,378	-	-	-	-
3366: Probation Drug Program	224: Probation	Total Expenses	8,618	-	-	-	-
3366: Probation Drug Program	**224: Probation**	**Net Balance**	**0**	**0**	**430**	**310**	**207**
3368: Human Services Admin Trust	506: Assistance Payments	Total Revenues	11,347,438	2,214,054	9,586,303	8,014,812	8,655,417
3368: Human Services Admin Trust	506: Assistance Payments	Beginning Fund Balance	(94,000)	-	-	-	-
3368: Human Services Admin Trust	506: Assistance Payments	Total Expenses	11,347,438	-	10,126,164	9,242,896	8,716,368
3368: Human Services Admin Trust	**506: Assistance Payments**	**Net Balance**	**0**	**2,214,054**	**(539,861)**	**(1,228,084)**	**(60,951)**
3369: Sund-Pelosso Advance	206: Indigent Defense	Total Revenues	18,000	16,988	-	-	-
3369: Sund-Pelosso Advance	206: Indigent Defense	Beginning Fund Balance	1,012	-	-	-	-

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2025-2026

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Friday, October 03, 2025

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			Current Adjusted Budget	YTD Actuals	Actual		
			2025-2026		2024-2025	2023-2024	2022-2023
Fund		**Account**					
3369: Sund-Pelosso Advance	206: Indigent Defense	Total Expenses	18,000	-	16,988	15,908	-
3369: Sund-Pelosso Advance	**206: Indigent Defense**	**Net Balance**	**0**	**16,988**	**(16,988)**	**(15,908)**	**-**
3369: Sund-Pelosso Advance	212: District Attorney	Total Revenues	-	-	-	15,908	25,316
3369: Sund-Pelosso Advance	212: District Attorney	Total Expenses	-	-	-	0	14,436
3369: Sund-Pelosso Advance	**212: District Attorney**	**Net Balance**	**-**	**-**	**-**	**15,908**	**10,880**
3370: LAFCO Fund	249: Planning	Total Revenues	15,148	-	9,035	396	(69)
3370: LAFCO Fund	249: Planning	Beginning Fund Balance	15,148	-	-	-	-
3370: LAFCO Fund	249: Planning	Total Expenses	15,148	-	1,451	2,441	8,732
3370: LAFCO Fund	**249: Planning**	**Net Balance**	**0**	**-**	**7,584**	**(2,044)**	**(8,801)**
3371: Child Support Services Fund	207: Child Support Services	Total Revenues	727,977	201,097	590,775	685,868	599,960
3371: Child Support Services Fund	207: Child Support Services	Total Expenses	727,977	-	1,001,628	224,960	599,960
3371: Child Support Services Fund	**207: Child Support Services**	**Net Balance**	**0**	**201,097**	**(410,853)**	**460,908**	**0**
3372: CalFRESH Overpay Collect	506: Assistance Payments	Total Revenues	2,785	1,274	(669)	786	878
3372: CalFRESH Overpay Collect	506: Assistance Payments	Beginning Fund Balance	1,285	-	-	-	-
3372: CalFRESH Overpay Collect	506: Assistance Payments	Total Expenses	2,785	-	987	1,467	98
3372: CalFRESH Overpay Collect	**506: Assistance Payments**	**Net Balance**	**0**	**1,274**	**(1,656)**	**(681)**	**780**
3376: Finger Print Identification	216: Sheriff	Total Revenues	31,500	923	3,121	3,178	2,367
3376: Finger Print Identification	216: Sheriff	Beginning Fund Balance	30,000	-	-	-	-
3376: Finger Print Identification	216: Sheriff	Total Expenses	31,500	-	38,723	-	-
3376: Finger Print Identification	**216: Sheriff**	**Net Balance**	**0**	**923**	**(35,602)**	**3,178**	**2,367**
3378: Emergency Medical Service	401: Health Division	Total Revenues	133,328	3,559	19,493	16,286	6,940
3378: Emergency Medical Service	401: Health Division	Beginning Fund Balance	121,093	-	-	-	-
3378: Emergency Medical Service	401: Health Division	Total Expenses	133,328	-	4,000	6,000	-
3378: Emergency Medical Service	**401: Health Division**	**Net Balance**	**0**	**3,559**	**15,493**	**10,286**	**6,940**
3379: Recorders Modernization Fund	109: Assessor/Recorder	Total Revenues	119,673	3,728	19,735	17,913	12,666

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Budget Compare Summary by Fund and Department
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			Current Adjusted Budget	YTD Actuals	Actual		
			2025-2026		2024-2025	2023-2024	2022-2023
Fund		**Account**					
3379: Recorders Modernization Fund	109: Assessor/Recorder	Beginning Fund Balance	102,673	-	-	-	-
3379: Recorders Modernization Fund	109: Assessor/Recorder	Total Expenses	119,673	13,015	60,165	7,316	-
3379: Recorders Modernization Fund	**109: Assessor/Recorder**	**Net Balance**	**0**	**(9,287)**	**(40,430)**	**10,597**	**12,666**
3380: Drug & Alcohol Prevention	403: Alcohol And Drug	Total Revenues	538	141	453	876	542
3380: Drug & Alcohol Prevention	403: Alcohol And Drug	Beginning Fund Balance	-	-	-	-	-
3380: Drug & Alcohol Prevention	403: Alcohol And Drug	Total Expenses	538	-	3,558	-	-
3380: Drug & Alcohol Prevention	**403: Alcohol And Drug**	**Net Balance**	**0**	**141**	**(3,105)**	**876**	**542**
3382: Public Administrator Fund	216: Sheriff	Total Revenues	20,400	-	1,283	1,389	(441)
3382: Public Administrator Fund	216: Sheriff	Beginning Fund Balance	20,000	-	-	-	-
3382: Public Administrator Fund	216: Sheriff	Total Expenses	20,400	1,240	5,598	8,514	2,563
3382: Public Administrator Fund	**216: Sheriff**	**Net Balance**	**0**	**(1,240)**	**(4,315)**	**(7,125)**	**(3,004)**
3383: Welfare Trust-Social Services	501: Social Services	Total Revenues	2,602	-	-	-	-
3383: Welfare Trust-Social Services	501: Social Services	Beginning Fund Balance	2,602	-	-	-	-
3383: Welfare Trust-Social Services	501: Social Services	Total Expenses	2,602	1,139	357	460	-
3383: Welfare Trust-Social Services	**501: Social Services**	**Net Balance**	**0**	**(1,139)**	**(357)**	**(460)**	**-**
3384: Alcohol Program Ment Hlth	403: Alcohol And Drug	Total Revenues	611	157	500	940	672
3384: Alcohol Program Ment Hlth	403: Alcohol And Drug	Beginning Fund Balance	-	-	-	-	-
3384: Alcohol Program Ment Hlth	403: Alcohol And Drug	Total Expenses	611	-	5,681	-	-
3384: Alcohol Program Ment Hlth	**403: Alcohol And Drug**	**Net Balance**	**0**	**157**	**(5,181)**	**940**	**672**
3385: Tobacco Cessation-Health	401: Health Division	Total Revenues	150,000	-	154,147	152,667	149,347
3385: Tobacco Cessation-Health	401: Health Division	Beginning Fund Balance	-	-	-	-	-
3385: Tobacco Cessation-Health	401: Health Division	Total Expenses	150,000	33,503	127,857	137,429	159,149
3385: Tobacco Cessation-Health	**401: Health Division**	**Net Balance**	**0**	**(33,503)**	**26,290**	**15,238**	**(9,802)**
3386: Recorder Cash Difference	109: Assessor/Recorder	Total Revenues	0	680	452	8,565	212
3386: Recorder Cash Difference	109: Assessor/Recorder	Beginning Fund Balance	(1,526)	-	-	-	-
3386: Recorder Cash Difference	109: Assessor/Recorder	Total Expenses	-	-	801	9,078	1,602
3386: Recorder Cash Difference	**109: Assessor/Recorder**	**Net Balance**	**0**	**680**	**(349)**	**(513)**	**(1,390)**

Mariposa County

Budget Compare Summary by Fund and Department
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Fund		Account	Current Adjusted Budget 2025-2026	YTD Actuals 2025-2026	Actual 2024-2025	Actual 2023-2024	Actual 2022-2023
3387: Criminal Lab H&S 11372.5	216: Sheriff	Total Revenues	5	0	3	19	251
3387: Criminal Lab H&S 11372.5	216: Sheriff	Beginning Fund Balance	-	-	-	-	-
3387: Criminal Lab H&S 11372.5	216: Sheriff	Total Expenses	5	-	10,000	12,213	-
3387: Criminal Lab H&S 11372.5	**216: Sheriff**	**Net Balance**	**0**	**0**	**(9,997)**	**(12,194)**	**251**
3389: Micro Conversion-Recorder	109: Assessor/Recorder	Total Revenues	51,558	915	5,894	7,670	3,091
3389: Micro Conversion-Recorder	109: Assessor/Recorder	Beginning Fund Balance	45,758	-	-	-	-
3389: Micro Conversion-Recorder	109: Assessor/Recorder	Total Expenses	51,558	-	4,600	-	-
3389: Micro Conversion-Recorder	**109: Assessor/Recorder**	**Net Balance**	**0**	**915**	**1,294**	**7,670**	**3,091**
3390: Tax Collector's Cost	108: Treasurer/Tax Collector	Total Revenues	46,200	2,080	28,653	57,664	27,592
3390: Tax Collector's Cost	108: Treasurer/Tax Collector	Beginning Fund Balance	24,000	-	-	-	-
3390: Tax Collector's Cost	108: Treasurer/Tax Collector	Total Expenses	46,200	46,173	70,824	116,457	5,993
3390: Tax Collector's Cost	**108: Treasurer/Tax Collector**	**Net Balance**	**0**	**(44,093)**	**(42,171)**	**(58,794)**	**21,599**
3392: 1991 Health Realignment	401: Health Division	Total Revenues	2,062,553	106,897	1,089,847	1,086,502	1,175,255
3392: 1991 Health Realignment	401: Health Division	Beginning Fund Balance	500,000	-	-	-	-
3392: 1991 Health Realignment	401: Health Division	Total Expenses	2,062,553	-	-	2,223,082	528,420
3392: 1991 Health Realignment	**401: Health Division**	**Net Balance**	**0**	**106,897**	**1,089,847**	**(1,136,580)**	**646,835**
3393: 1991 Ment Hlth Realignment	402: Behavioral Health	Total Revenues	579,690	-	1,244,279	608,293	229,477
3393: 1991 Ment Hlth Realignment	402: Behavioral Health	Total Expenses	579,690	-	53,705	613,185	668,756
3393: 1991 Ment Hlth Realignment	**402: Behavioral Health**	**Net Balance**	**0**	**-**	**1,190,574**	**(4,891)**	**(439,279)**
3394: 1991 Human Services Realign	506: Assistance Payments	Total Revenues	4,371,876	83,902	3,884,758	3,783,905	4,318,063
3394: 1991 Human Services Realign	506: Assistance Payments	Beginning Fund Balance	200,000	-	-	-	-
3394: 1991 Human Services Realign	506: Assistance Payments	Total Expenses	4,371,876	46,551	3,772,850	3,791,328	4,358,456
3394: 1991 Human Services Realign	**506: Assistance Payments**	**Net Balance**	**0**	**37,351**	**111,908**	**(7,423)**	**(40,393)**
3399: Vitals - Recorder	109: Assessor/Recorder	Total Revenues	80,605	788	7,235	5,520	2,019
3399: Vitals - Recorder	109: Assessor/Recorder	Beginning Fund Balance	76,105	-	-	-	-

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			2025-2026		2024-2025	2023-2024	2022-2023
Fund		**Account**					
3399: Vitals - Recorder	109: Assessor/Recorder	Total Expenses	80,605	-	7,640	-	-
3399: Vitals - Recorder	**109: Assessor/Recorder**	**Net Balance**	**0**	**788**	**(405)**	**5,520**	**2,019**
3400: Vitals - Clerk	120: County Clerk	Total Revenues	2,490	63	224	190	33
3400: Vitals - Clerk	120: County Clerk	Beginning Fund Balance	2,490	-	-	-	-
3400: Vitals - Clerk	120: County Clerk	Total Expenses	2,490	-	-	-	-
3400: Vitals - Clerk	**120: County Clerk**	**Net Balance**	**0**	**63**	**224**	**190**	**33**
3401: STC Fund	224: Probation	Total Revenues	11,655	-	12,410	9,832	11,528
3401: STC Fund	224: Probation	Beginning Fund Balance	-	-	-	-	-
3401: STC Fund	224: Probation	Total Expenses	11,655	5,552	9,630	9,639	9,685
3401: STC Fund	**224: Probation**	**Net Balance**	**0**	**(5,552)**	**2,780**	**193**	**1,844**
3401: STC Fund	220: Adult Detention	Total Revenues	12,000	2,556	15,728	16,918	-
3401: STC Fund	220: Adult Detention	Beginning Fund Balance	-	-	-	-	-
3401: STC Fund	220: Adult Detention	Total Expenses	12,000	2,108	14,621	9,420	4,255
3401: STC Fund	**220: Adult Detention**	**Net Balance**	**0**	**448**	**1,107**	**7,498**	**(4,255)**
3402: PHEP Fund	401: Health Division	Total Revenues	118,511	45,263	193,044	128,080	90,094
3402: PHEP Fund	401: Health Division	Beginning Fund Balance	-	-	-	-	-
3402: PHEP Fund	401: Health Division	Total Expenses	118,511	14,283	117,170	145,542	85,350
3402: PHEP Fund	**401: Health Division**	**Net Balance**	**0**	**30,979**	**75,874**	**(17,462)**	**4,744**
3404: LEA Fund	457: Environmental Health	Total Revenues	18,238	-	22,878	20,672	19,334
3404: LEA Fund	457: Environmental Health	Beginning Fund Balance	-	-	-	-	-
3404: LEA Fund	457: Environmental Health	Total Expenses	18,238	2,754	15,564	15,886	16,488
3404: LEA Fund	**457: Environmental Health**	**Net Balance**	**0**	**(2,754)**	**7,314**	**4,786**	**2,846**
3406: First 5 Visiting Pub Hlth Nurse	401: Health Division	Total Revenues	-	-	0	0	0
3406: First 5 Visiting Pub Hlth Nurse	401: Health Division	Beginning Fund Balance	-	-	-	-	-
3406: First 5 Visiting Pub Hlth Nurse	401: Health Division	Total Expenses	-	-	3	-	-
3406: First 5 Visiting Pub Hlth Nurse	**401: Health Division**	**Net Balance**	**-**	**-**	**(3)**	**0**	**0**

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2025-2026

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Friday, October 03, 2025

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Fund		Account	Current Adjusted Budget 2025-2026	YTD Actuals 2025-2026	Actual 2024-2025	Actual 2023-2024	Actual 2022-2023
3409: Automated Warrant System	216: Sheriff	Total Revenues	40,650	224	3,014	2,052	(484)
3409: Automated Warrant System	216: Sheriff	Beginning Fund Balance	40,000	-	-	-	-
3409: Automated Warrant System	216: Sheriff	Total Expenses	40,650	-	-	-	-
3409: Automated Warrant System	**216: Sheriff**	**Net Balance**	**0**	**224**	**3,014**	**2,052**	**(484)**
3411: Public Authority Fund	501: Social Services	Total Revenues	210,740	-	266,341	176,719	174,495
3411: Public Authority Fund	501: Social Services	Beginning Fund Balance	(51,846)	-	-	-	-
3411: Public Authority Fund	501: Social Services	Total Expenses	210,740	1,564	220,970	189,135	143,007
3411: Public Authority Fund	**501: Social Services**	**Net Balance**	**0**	**(1,564)**	**45,371**	**(12,416)**	**31,489**
3411: Public Authority Fund	506: Assistance Payments	Total Revenues	-	-	-	4,613	-
3411: Public Authority Fund	**506: Assistance Payments**	**Net Balance**	**0**	**-**	**-**	**4,613**	**-**
3413: Sheriff - Civil Matters	216: Sheriff	Total Revenues	13,520	902	13,583	148	(8)
3413: Sheriff - Civil Matters	216: Sheriff	Beginning Fund Balance	10,000	-	-	-	-
3413: Sheriff - Civil Matters	216: Sheriff	Total Expenses	13,520	-	3,225	8,589	4,442
3413: Sheriff - Civil Matters	**216: Sheriff**	**Net Balance**	**0**	**902**	**10,358**	**(8,441)**	**(4,450)**
3416: Revenue And Recovery	224: Probation	Total Revenues	274,921	3,921	130,998	138,100	191,374
3416: Revenue And Recovery	224: Probation	Beginning Fund Balance	146,797	-	-	-	-
3416: Revenue And Recovery	224: Probation	Total Expenses	274,921	17,624	88,667	100,985	106,365
3416: Revenue And Recovery	**224: Probation**	**Net Balance**	**0**	**(13,703)**	**42,331**	**37,115**	**85,009**
3417: Youthful Offender	224: Probation	Total Revenues	262,159	-	117,571	120,931	140,463
3417: Youthful Offender	224: Probation	Beginning Fund Balance	135,232	-	-	-	-
3417: Youthful Offender	224: Probation	Total Expenses	262,159	28,126	248,611	86,130	133,068
3417: Youthful Offender	**224: Probation**	**Net Balance**	**0**	**(28,126)**	**(131,040)**	**34,801**	**7,395**
3418: Probation Juvenile Facilities AB178	223: Juvenile Detention	Total Revenues	440,056	-	21,692	15,337	391,237
3418: Probation Juvenile Facilities AB178	223: Juvenile Detention	Beginning Fund Balance	426,056	-	-	-	-
3418: Probation Juvenile Facilities AB178	223: Juvenile Detention	Total Expenses	440,056	-	-	-	-

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2025-2026

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Friday, October 03, 2025

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			Current Adjusted Budget	YTD Actuals	Actual		
			2025-2026		2024-2025	2023-2024	2022-2023
Fund		**Account**					
3418: Probation Juvenile Facilities AB178	**223: Juvenile Detention**	**Net Balance**	**0**	**-**	**21,692**	**15,337**	**391,237**
3419: SSN Truncation-Recorder	109: Assessor/Recorder	Total Revenues	36,198	832	4,916	4,285	3,032
3419: SSN Truncation-Recorder	109: Assessor/Recorder	Beginning Fund Balance	32,698	-	-	-	-
3419: SSN Truncation-Recorder	109: Assessor/Recorder	Total Expenses	36,198	-	3,280	-	-
3419: SSN Truncation-Recorder	**109: Assessor/Recorder**	**Net Balance**	**0**	**832**	**1,636**	**4,285**	**3,032**
3420: Hazardous Material Clean Up	304: Public Works Administration	Total Expenses	-	-	-	-	1,760
3420: Hazardous Material Clean Up	**304: Public Works Administration**	**Net Balance**	**-**	**-**	**-**	**-**	**(1,760)**
3423: Sheriff Civil GC26746	216: Sheriff	Total Revenues	3,625	-	1,817	122	(40)
3423: Sheriff Civil GC26746	216: Sheriff	Beginning Fund Balance	3,000	-	-	-	-
3423: Sheriff Civil GC26746	216: Sheriff	Total Expenses	3,625	-	-	7	420
3423: Sheriff Civil GC26746	**216: Sheriff**	**Net Balance**	**0**	**-**	**1,817**	**115**	**(460)**
3424: Micro Assistance Loans	143: Economic Development	Total Revenues	12,436	-	641	453	(67)
3424: Micro Assistance Loans	143: Economic Development	Beginning Fund Balance	12,436	-	-	-	-
3424: Micro Assistance Loans	143: Economic Development	Total Expenses	12,436	-	-	-	0
3424: Micro Assistance Loans	**143: Economic Development**	**Net Balance**	**0**	**-**	**641**	**453**	**(67)**
3425: SAFE Business Relief Program	143: Economic Development	Total Revenues	29,836	-	-	-	11,367
3425: SAFE Business Relief Program	143: Economic Development	Beginning Fund Balance	29,836	-	-	-	-
3425: SAFE Business Relief Program	143: Economic Development	Total Expenses	29,836	-	11,367	1,318	-
3425: SAFE Business Relief Program	**143: Economic Development**	**Net Balance**	**0**	**-**	**(11,367)**	**(1,318)**	**11,367**
3426: CMSP Fund	401: Health Division	Total Revenues	-	-	-	-	-
3426: CMSP Fund	401: Health Division	Beginning Fund Balance	-	-	-	-	-
3426: CMSP Fund	401: Health Division	Total Expenses	-	-	358	-	-
3426: CMSP Fund	**401: Health Division**	**Net Balance**	**-**	**-**	**(358)**	**-**	**-**
3427: Prop 56 Tobacco Tax	401: Health Division	Total Revenues	150,000	-	150,000	150,000	150,000
3427: Prop 56 Tobacco Tax	401: Health Division	Beginning Fund Balance	-	-	-	-	-

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2025-2026

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Friday, October 03, 2025

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Fund		Account	Current Adjusted Budget 2025-2026	YTD Actuals 2025-2026	Actual 2024-2025	Actual 2023-2024	Actual 2022-2023
3427: Prop 56 Tobacco Tax	401: Health Division	Total Expenses	150,000	33,503	127,874	137,430	160,346
3427: Prop 56 Tobacco Tax	**401: Health Division**	**Net Balance**	**0**	**(33,503)**	**22,126**	**12,570**	**(10,346)**
3428: Pandemic Influenza State	401: Health Division	Total Revenues	60,565	24,902	74,735	(306)	57,788
3428: Pandemic Influenza State	401: Health Division	Beginning Fund Balance	-	-	-	-	-
3428: Pandemic Influenza State	401: Health Division	Total Expenses	60,565	7,099	46,682	40,493	42,625
3428: Pandemic Influenza State	**401: Health Division**	**Net Balance**	**0**	**17,803**	**28,053**	**(40,800)**	**15,163**
3430: Library Private Donation	606: Library	Total Revenues	346,514	-	18,393	14,144	(4,937)
3430: Library Private Donation	606: Library	Beginning Fund Balance	345,914	-	-	-	-
3430: Library Private Donation	606: Library	Total Expenses	346,514	14,875	26,700	24,950	-
3430: Library Private Donation	**606: Library**	**Net Balance**	**0**	**(14,875)**	**(8,307)**	**(10,806)**	**(4,937)**
3432: Community Correct AB109	224: Probation	Total Revenues	2,634,240	-	1,141,839	1,241,682	1,210,254
3432: Community Correct AB109	224: Probation	Beginning Fund Balance	1,215,601	-	-	-	-
3432: Community Correct AB109	224: Probation	Total Expenses	2,634,240	233,995	1,213,854	1,845,497	1,136,530
3432: Community Correct AB109	**224: Probation**	**Net Balance**	**0**	**(233,995)**	**(72,015)**	**(603,814)**	**73,724**
3433: 2011 Human Serv Realign	506: Assistance Payments	Total Revenues	3,736,771	17,849	3,372,399	3,322,713	3,521,924
3433: 2011 Human Serv Realign	506: Assistance Payments	Beginning Fund Balance	100,000	-	-	-	-
3433: 2011 Human Serv Realign	506: Assistance Payments	Total Expenses	3,736,771	77,042	3,013,135	4,006,356	3,550,549
3433: 2011 Human Serv Realign	**506: Assistance Payments**	**Net Balance**	**0**	**(59,193)**	**359,264**	**(683,643)**	**(28,625)**
3434: Community Correct SB678	224: Probation	Total Revenues	638,686	-	219,178	209,975	209,174
3434: Community Correct SB678	224: Probation	Beginning Fund Balance	402,522	-	-	-	-
3434: Community Correct SB678	224: Probation	Total Expenses	638,686	31,264	156,456	121,016	143,885
3434: Community Correct SB678	**224: Probation**	**Net Balance**	**0**	**(31,264)**	**62,722**	**88,960**	**65,289**
3435: 2011 Behav Hlth Realignment	402: Behavioral Health	Total Revenues	2,591,000	-	1,889,158	1,391,478	2,432,353
3435: 2011 Behav Hlth Realignment	402: Behavioral Health	Beginning Fund Balance	-	-	-	-	-
3435: 2011 Behav Hlth Realignment	402: Behavioral Health	Total Expenses	2,591,000	-	1,239,274	2,443,953	2,906,961
3435: 2011 Behav Hlth Realignment	**402: Behavioral Health**	**Net Balance**	**0**	**-**	**649,884**	**(1,052,475)**	**(474,608)**

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2025-2026

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Friday, October 03, 2025

:

Fund		Account	Current Adjusted Budget 2025-2026	YTD Actuals 2025-2026	Actual 2024-2025	Actual 2023-2024	Actual 2022-2023
3436: Cal-MMET Fund	216: Sheriff	Total Revenues	125,060	8,393	132,579	124,756	121,522
3436: Cal-MMET Fund	216: Sheriff	Beginning Fund Balance	-	-	-	-	-
3436: Cal-MMET Fund	216: Sheriff	Total Expenses	125,060	-	130,170	4,365	48,042
3436: Cal-MMET Fund	**216: Sheriff**	**Net Balance**	**0**	**8,393**	**2,409**	**120,391**	**73,480**
3437: State Parole DA	212: District Attorney	Total Revenues	171,205	-	44,949	43,570	42,765
3437: State Parole DA	212: District Attorney	Beginning Fund Balance	145,005	-	-	-	-
3437: State Parole DA	212: District Attorney	Total Expenses	171,205	15,450	25,400	11,554	21,129
3437: State Parole DA	**212: District Attorney**	**Net Balance**	**0**	**(15,450)**	**19,549**	**32,016**	**21,636**
3438: DJJ Realignment SB823	224: Probation	Total Revenues	1,278,988	272,857	311,014	311,669	244,807
3438: DJJ Realignment SB823	224: Probation	Beginning Fund Balance	1,000,354	-	-	-	-
3438: DJJ Realignment SB823	224: Probation	Total Expenses	1,278,988	25,963	159,152	123,992	80,105
3438: DJJ Realignment SB823	**224: Probation**	**Net Balance**	**0**	**246,894**	**151,862**	**187,677**	**164,702**
3439: DEA Grant Fund	216: Sheriff	Total Revenues	80,000	17,261	50,955	69,911	48,963
3439: DEA Grant Fund	216: Sheriff	Beginning Fund Balance	15,000	-	-	-	-
3439: DEA Grant Fund	216: Sheriff	Total Expenses	80,000	6,619	80,539	211,940	28,148
3439: DEA Grant Fund	**216: Sheriff**	**Net Balance**	**0**	**10,643**	**(29,584)**	**(142,029)**	**20,816**
3440: Bailiff Fund	216: Sheriff	Total Revenues	-	-	-	(1,143)	(2,862)
3440: Bailiff Fund	**216: Sheriff**	**Net Balance**	**-**	**-**	**-**	**(1,143)**	**(2,862)**
3440: Bailiff Fund	277: Bailiff	Total Revenues	338,969	-	291,189	394,414	419,175
3440: Bailiff Fund	277: Bailiff	Beginning Fund Balance	0	-	-	-	-
3440: Bailiff Fund	277: Bailiff	Total Expenses	338,969	59,715	308,102	308,604	372,409
3440: Bailiff Fund	**277: Bailiff**	**Net Balance**	**0**	**(59,715)**	**(16,913)**	**85,811**	**46,766**
3441: Youth Programs and Facilities Grant (YPFG)	224: Probation	Total Revenues	-	-	92,106	149,243	-
3441: Youth Programs and Facilities Grant (YPFG)	224: Probation	Beginning Fund Balance	-	-	-	-	-
3441: Youth Programs and Facilities Grant (YPFG)	224: Probation	Total Expenses	-	-	85,315	98,352	5,891

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2025-2026

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
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Friday, October 03, 2025

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Fund		Account	Current Adjusted Budget 2025-2026	YTD Actuals 2025-2026	Actual 2024-2025	Actual 2023-2024	Actual 2022-2023
3441: Youth Programs and Facilities Grant (YPFG)	**224: Probation**	**Net Balance**	**-**	**-**	**6,791**	**50,891**	**(5,891)**
3442: PATH Grant Round 3 - Jail	220: Adult Detention	Total Revenues	1,605,000	-	1,233,018	200,951	-
3442: PATH Grant Round 3 - Jail	220: Adult Detention	Beginning Fund Balance	1,000,000	-	-	-	-
3442: PATH Grant Round 3 - Jail	220: Adult Detention	Total Expenses	1,605,000	82,994	451,650	-	-
3442: PATH Grant Round 3 - Jail	**220: Adult Detention**	**Net Balance**	**0**	**(82,994)**	**781,368**	**200,951**	**-**
3443: Mental Health Triage Grant	506: Assistance Payments	Total Revenues	-	-	0	0	0
3443: Mental Health Triage Grant	506: Assistance Payments	Total Expenses	-	-	-	-	54
3443: Mental Health Triage Grant	**506: Assistance Payments**	**Net Balance**	**-**	**-**	**0**	**0**	**(54)**
3444: JAG Drug Task Force	224: Probation	Total Revenues	455,537	-	122,842	55,966	88,569
3444: JAG Drug Task Force	224: Probation	Total Expenses	455,537	700	130,082	55,966	88,569
3444: JAG Drug Task Force	**224: Probation**	**Net Balance**	**0**	**(700)**	**(7,240)**	**0**	**0**
3445: OES/HSGP Fund	216: Sheriff	Total Revenues	89,272	-	95,611	65,203	186,305
3445: OES/HSGP Fund	216: Sheriff	Beginning Fund Balance	-	-	-	-	-
3445: OES/HSGP Fund	216: Sheriff	Total Expenses	89,272	-	125,586	56,197	52,244
3445: OES/HSGP Fund	**216: Sheriff**	**Net Balance**	**0**	**-**	**(29,975)**	**9,006**	**134,061**
3446: PATH Grant Round 2 - Jail	220: Adult Detention	Total Revenues	145,000	-	14,260	502,158	-
3446: PATH Grant Round 2 - Jail	220: Adult Detention	Beginning Fund Balance	140,000	-	-	-	-
3446: PATH Grant Round 2 - Jail	220: Adult Detention	Total Expenses	145,000	5,763	340,042	146,417	-
3446: PATH Grant Round 2 - Jail	**220: Adult Detention**	**Net Balance**	**0**	**(5,763)**	**(325,782)**	**355,741**	**-**
3448: Tree Mortality	102: Administration	Total Revenues	-	-	-	-	147,085
3448: Tree Mortality	102: Administration	Beginning Fund Balance	-	-	-	-	-
3448: Tree Mortality	102: Administration	Total Expenses	-	-	-	48,903	-
3448: Tree Mortality	**102: Administration**	**Net Balance**	**-**	**-**	**-**	**(48,903)**	**147,085**
3449: Whole Person Care Fund	402: Behavioral Health	Total Revenues	-	-	1,594	3,267	(1,134)
3449: Whole Person Care Fund	402: Behavioral Health	Beginning Fund Balance	-	-	-	-	-

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2025-2026

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Friday, October 03, 2025

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			Current Adjusted Budget	YTD Actuals	Actual		
			2025-2026		2024-2025	2023-2024	2022-2023
Fund		**Account**					
3449: Whole Person Care Fund	402: Behavioral Health	Total Expenses	-	-	88,196	-	804
3449: Whole Person Care Fund	**402: Behavioral Health**	**Net Balance**	**-**	**-**	**(86,602)**	**3,267**	**(1,938)**
3450: MID Settlement	102: Administration	Total Revenues	250,000	-	248,238	238,596	-
3450: MID Settlement	102: Administration	Total Expenses	250,000	-	379,822	90,769	-
3450: MID Settlement	**102: Administration**	**Net Balance**	**0**	**-**	**(131,584)**	**147,826**	**-**
3451: PATH CITED Grant - CalAIM	402: Behavioral Health	Total Revenues	384,004	-	319,287	-	-
3451: PATH CITED Grant - CalAIM	402: Behavioral Health	Total Expenses	384,004	110,500	41,466	-	-
3451: PATH CITED Grant - CalAIM	**402: Behavioral Health**	**Net Balance**	**0**	**(110,500)**	**277,821**	**-**	**-**
3452: Emergency Planning Grant	216: Sheriff	Total Revenues	134,955	-	269,530	308,659	317,472
3452: Emergency Planning Grant	216: Sheriff	Beginning Fund Balance	6,267	-	-	-	-
3452: Emergency Planning Grant	216: Sheriff	Total Expenses	134,955	19,264	183,678	302,821	261,486
3452: Emergency Planning Grant	**216: Sheriff**	**Net Balance**	**0**	**(19,264)**	**85,852**	**5,838**	**55,986**
3453: School Resource Officer	216: Sheriff	Total Revenues	142,268	-	120,145	141,051	140,294
3453: School Resource Officer	216: Sheriff	Beginning Fund Balance	18,517	-	-	-	-
3453: School Resource Officer	216: Sheriff	Total Expenses	142,268	24,044	99,460	151,981	158,129
3453: School Resource Officer	**216: Sheriff**	**Net Balance**	**0**	**(24,044)**	**20,685**	**(10,929)**	**(17,835)**
3454: JBCT Fund	402: Behavioral Health	Total Revenues	241,613	44,385	289,956	206,526	227,912
3454: JBCT Fund	402: Behavioral Health	Beginning Fund Balance	-	-	-	-	-
3454: JBCT Fund	402: Behavioral Health	Total Expenses	241,613	15,509	198,325	148,779	269,133
3454: JBCT Fund	**402: Behavioral Health**	**Net Balance**	**0**	**28,877**	**91,631**	**57,747**	**(41,221)**
3454: JBCT Fund	403: Alcohol And Drug	Total Expenses	-	-	-	-	1,915
3454: JBCT Fund	**403: Alcohol And Drug**	**Net Balance**	**-**	**-**	**-**	**-**	**(1,915)**
3455: County Assessors' Grant	109: Assessor/Recorder	Total Revenues	6,112	-	40,347	132,520	120,550
3455: County Assessors' Grant	109: Assessor/Recorder	Beginning Fund Balance	6,112	-	-	-	-
3455: County Assessors' Grant	109: Assessor/Recorder	Total Expenses	6,112	-	145,442	273,177	267,913

Mariposa County

Budget Compare Summary by Fund and Department
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Fund		Account	Current Adjusted Budget 2025-2026	YTD Actuals 2025-2026	Actual 2024-2025	Actual 2023-2024	Actual 2022-2023
3455: County Assessors' Grant	**109: Assessor/Recorder**	**Net Balance**	**0**	**-**	**(105,095)**	**(140,657)**	**(147,362)**
3456: PATH Justice Involved Grant Round 3 - Behavioral Health	402: Behavioral Health	Total Revenues	482,681	-	482,936	78,278	-
3456: PATH Justice Involved Grant Round 3 - Behavioral Health	402: Behavioral Health	Beginning Fund Balance	248,031	-	-	-	-
3456: PATH Justice Involved Grant Round 3 - Behavioral Health	402: Behavioral Health	Total Expenses	482,681	82,554	193,376	-	-
3456: PATH Justice Involved Grant Round 3 - Behavioral Health	**402: Behavioral Health**	**Net Balance**	**0**	**(82,554)**	**289,560**	**78,278**	**-**
3457: CMSP Grant Fund	402: Behavioral Health	Total Revenues	-	-	-	30,000	-
3457: CMSP Grant Fund	402: Behavioral Health	Beginning Fund Balance	-	-	-	-	-
3457: CMSP Grant Fund	402: Behavioral Health	Total Expenses	-	-	1,344	-	49,812
3457: CMSP Grant Fund	**402: Behavioral Health**	**Net Balance**	**-**	**-**	**(1,344)**	**30,000**	**(49,812)**
3459: Homeless Emergency Aid	402: Behavioral Health	Total Revenues	-	-	41	82	(29)
3459: Homeless Emergency Aid	402: Behavioral Health	Beginning Fund Balance	-	-	-	-	-
3459: Homeless Emergency Aid	402: Behavioral Health	Total Expenses	-	-	2,216	-	-
3459: Homeless Emergency Aid	**402: Behavioral Health**	**Net Balance**	**-**	**-**	**(2,175)**	**82**	**(29)**
3461: Homeless Housing - WPC	402: Behavioral Health	Total Revenues	-	-	666	1,366	308,749
3461: Homeless Housing - WPC	402: Behavioral Health	Beginning Fund Balance	-	-	-	-	-
3461: Homeless Housing - WPC	402: Behavioral Health	Total Expenses	-	-	36,876	-	1,000,016
3461: Homeless Housing - WPC	**402: Behavioral Health**	**Net Balance**	**-**	**-**	**(36,210)**	**1,366**	**(691,268)**
3462: Public Safe Power Shutoff	216: Sheriff	Total Revenues	-	-	30	1,523	(466)
3462: Public Safe Power Shutoff	216: Sheriff	Beginning Fund Balance	-	-	-	-	-
3462: Public Safe Power Shutoff	216: Sheriff	Total Expenses	-	-	1,662	34,100	-
3462: Public Safe Power Shutoff	**216: Sheriff**	**Net Balance**	**-**	**-**	**(1,632)**	**(32,577)**	**(466)**
3463: AIDS/HIV Surveillance	401: Health Division	Total Revenues	3,047	-	2,830	2,896	1,400
3463: AIDS/HIV Surveillance	401: Health Division	Beginning Fund Balance	(259)	-	-	-	-
3463: AIDS/HIV Surveillance	401: Health Division	Total Expenses	3,047	449	2,979	2,995	3,119
3463: AIDS/HIV Surveillance	**401: Health Division**	**Net Balance**	**0**	**(449)**	**(149)**	**(99)**	**(1,719)**

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2025-2026

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Friday, October 03, 2025

:

			Current Adjusted Budget	YTD Actuals	Actual		
			2025-2026		2024-2025	2023-2024	2022-2023
Fund		**Account**					
3464: CCS CA Children's Services	401: Health Division	Total Revenues	101,243	1,503	94,616	45,635	62,346
3464: CCS CA Children's Services	401: Health Division	Beginning Fund Balance	-	-	-	-	-
3464: CCS CA Children's Services	401: Health Division	Total Expenses	101,243	12,444	76,783	52,254	55,459
3464: CCS CA Children's Services	**401: Health Division**	**Net Balance**	**0**	**(10,941)**	**17,833**	**(6,619)**	**6,887**
3465: Air Pollution Subvention	457: Environmental Health	Total Revenues	66,424	1,675	90,313	84,654	75,613
3465: Air Pollution Subvention	457: Environmental Health	Beginning Fund Balance	-	-	-	-	-
3465: Air Pollution Subvention	457: Environmental Health	Total Expenses	66,424	5,250	41,216	55,554	66,310
3465: Air Pollution Subvention	**457: Environmental Health**	**Net Balance**	**0**	**(3,575)**	**49,097**	**29,100**	**9,303**
3466: CHDP Fund	401: Health Division	Total Revenues	-	-	88	9,270	41,245
3466: CHDP Fund	401: Health Division	Beginning Fund Balance	-	-	-	-	-
3466: CHDP Fund	401: Health Division	Total Expenses	-	-	3,253	0	40,009
3466: CHDP Fund	**401: Health Division**	**Net Balance**	**-**	**-**	**(3,165)**	**9,270**	**1,237**
3467: MCAH Fund	401: Health Division	Total Revenues	106,407	-	76,358	69,328	84,215
3467: MCAH Fund	401: Health Division	Beginning Fund Balance	-	-	-	-	-
3467: MCAH Fund	401: Health Division	Total Expenses	106,407	14,646	63,357	69,356	57,645
3467: MCAH Fund	**401: Health Division**	**Net Balance**	**0**	**(14,646)**	**13,001**	**(29)**	**26,569**
3468: IAP Fund	401: Health Division	Total Revenues	34,075	-	100,566	531,337	320,271
3468: IAP Fund	401: Health Division	Beginning Fund Balance	-	-	-	-	-
3468: IAP Fund	401: Health Division	Total Expenses	34,075	3,727	44,839	299,739	331,727
3468: IAP Fund	**401: Health Division**	**Net Balance**	**0**	**(3,727)**	**55,727**	**231,598**	**(11,456)**
3469: CUPA Fund	457: Environmental Health	Total Revenues	112,715	235	135,693	122,769	113,357
3469: CUPA Fund	457: Environmental Health	Beginning Fund Balance	2,715	-	-	-	-
3469: CUPA Fund	457: Environmental Health	Total Expenses	112,715	16,332	62,766	71,591	152,714
3469: CUPA Fund	**457: Environmental Health**	**Net Balance**	**0**	**(16,097)**	**72,927**	**51,178**	**(39,357)**
3470: Cal-Fresh Healthy Living	401: Health Division	Total Revenues	150,000	43,220	155,376	159,559	135,218
3470: Cal-Fresh Healthy Living	401: Health Division	Beginning Fund Balance	-	-	-	-	-
3470: Cal-Fresh Healthy Living	401: Health Division	Total Expenses	150,000	21,342	129,741	160,725	116,719

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2025-2026

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Friday, October 03, 2025

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Fund		Account	Current Adjusted Budget 2025-2026	YTD Actuals 2025-2026	Actual 2024-2025	Actual 2023-2024	Actual 2022-2023
3470: Cal-Fresh Healthy Living	**401: Health Division**	**Net Balance**	**0**	**21,878**	**25,635**	**(1,166)**	**18,499**
3471: COHP Fund	401: Health Division	Total Revenues	144,088	40,366	113,495	219,532	51,278
3471: COHP Fund	401: Health Division	Beginning Fund Balance	-	-	-	-	-
3471: COHP Fund	401: Health Division	Total Expenses	144,088	14,090	126,144	134,587	123,006
3471: COHP Fund	**401: Health Division**	**Net Balance**	**0**	**26,276**	**(12,649)**	**84,945**	**(71,727)**
3472: CLPPP Fund	401: Health Division	Total Revenues	-	-	73	4,647	18,781
3472: CLPPP Fund	401: Health Division	Beginning Fund Balance	-	-	-	-	-
3472: CLPPP Fund	401: Health Division	Total Expenses	-	-	4,159	4,767	15,448
3472: CLPPP Fund	**401: Health Division**	**Net Balance**	**-**	**-**	**(4,086)**	**(120)**	**3,333**
3473: Woodsmoke Reduction	457: Environmental Health	Total Revenues	340,109	-	18,737	373,040	60
3473: Woodsmoke Reduction	457: Environmental Health	Beginning Fund Balance	340,109	-	-	-	-
3473: Woodsmoke Reduction	457: Environmental Health	Total Expenses	340,109	-	60,964	-	-
3473: Woodsmoke Reduction	**457: Environmental Health**	**Net Balance**	**0**	**-**	**(42,227)**	**373,040**	**60**
3474: CARB Fund	457: Environmental Health	Total Revenues	18,638	-	40,018	45,577	191,394
3474: CARB Fund	457: Environmental Health	Beginning Fund Balance	10,055	-	-	-	-
3474: CARB Fund	457: Environmental Health	Total Expenses	18,638	1,427	9,798	12,600	3,965
3474: CARB Fund	**457: Environmental Health**	**Net Balance**	**0**	**(1,427)**	**30,220**	**32,977**	**187,429**
3475: HCPCFC Fund	401: Health Division	Total Revenues	34,247	7,700	17,098	15,407	16,163
3475: HCPCFC Fund	401: Health Division	Beginning Fund Balance	-	-	-	-	-
3475: HCPCFC Fund	401: Health Division	Total Expenses	34,247	2,357	18,013	13,435	14,939
3475: HCPCFC Fund	**401: Health Division**	**Net Balance**	**0**	**5,343**	**(915)**	**1,972**	**1,223**
3476: Detwiler Fire Fund	271: Detwiler Fire	Total Revenues	-	-	14,080	10,279	(3,543)
3476: Detwiler Fire Fund	271: Detwiler Fire	Beginning Fund Balance	-	-	-	-	-
3476: Detwiler Fire Fund	271: Detwiler Fire	Total Expenses	-	-	-	6,408	-
3476: Detwiler Fire Fund	**271: Detwiler Fire**	**Net Balance**	**-**	**-**	**14,080**	**3,871**	**(3,543)**

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2025-2026

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Friday, October 03, 2025

:

Fund		Account	Current Adjusted Budget 2025-2026	YTD Actuals 2025-2026	Actual 2024-2025	Actual 2023-2024	Actual 2022-2023
3476: Detwiler Fire Fund	899: Disasters	Total Revenues	278,145	-	-	-	-
3476: Detwiler Fire Fund	899: Disasters	Beginning Fund Balance	273,145	-	-	-	-
3476: Detwiler Fire Fund	899: Disasters	Total Expenses	278,145	-	-	-	-
3477: Ferguson Fire	286: Ferguson Fire 2019	Total Revenues	48,559	-	2,463	35,930	217,252
3477: Ferguson Fire	286: Ferguson Fire 2019	Beginning Fund Balance	47,790	-	-	-	-
3477: Ferguson Fire	286: Ferguson Fire 2019	Total Expenses	48,559	-	-	-	253,935
3477: Ferguson Fire	**286: Ferguson Fire 2019**	**Net Balance**	**0**	**-**	**2,463**	**35,930**	**(36,683)**
3477: Ferguson Fire	899: Disasters	Total Revenues	48,559	-	-	-	-
3477: Ferguson Fire	899: Disasters	Beginning Fund Balance	47,790	-	-	-	-
3477: Ferguson Fire	899: Disasters	Total Expenses	48,559	-	-	-	-
3478: SAFE Grant	401: Health Division	Total Revenues	-	-	37	51	8
3478: SAFE Grant	401: Health Division	Beginning Fund Balance	-	-	-	-	-
3478: SAFE Grant	401: Health Division	Total Expenses	-	-	1,366	-	4,402
3478: SAFE Grant	**401: Health Division**	**Net Balance**	**-**	**-**	**(1,329)**	**51**	**(4,394)**
3480: Covid-19 HHAP/COC Fund	401: Health Division	Total Revenues	-	-	0	0	1
3480: Covid-19 HHAP/COC Fund	**401: Health Division**	**Net Balance**	**-**	**-**	**0**	**0**	**1**
3481: Covid-19 CMSP	401: Health Division	Total Revenues	-	-	1,077	761	(265)
3481: Covid-19 CMSP	401: Health Division	Beginning Fund Balance	-	-	-	-	-
3481: Covid-19 CMSP	401: Health Division	Total Expenses	-	-	-	-	-
3481: Covid-19 CMSP	**401: Health Division**	**Net Balance**	**-**	**-**	**1,077**	**761**	**(265)**
3482: Covid-19 CDHP/PHEP Fund	401: Health Division	Total Revenues	-	-	0	0	10
3482: Covid-19 CDHP/PHEP Fund	**401: Health Division**	**Net Balance**	**-**	**-**	**0**	**0**	**10**
3483: IDP Fund	401: Health Division	Total Revenues	-	-	1,850	805	140,233
3483: IDP Fund	401: Health Division	Beginning Fund Balance	-	-	-	-	-
3483: IDP Fund	401: Health Division	Total Expenses	-	-	-	2,079	49,098

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2025-2026

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Friday, October 03, 2025

:

Fund		Account	Current Adjusted Budget 2025-2026	YTD Actuals 2025-2026	Actual 2024-2025	Actual 2023-2024	Actual 2022-2023
3483: IDP Fund	**401: Health Division**	**Net Balance**	**-**	**-**	**1,850**	**(1,274)**	**91,135**
3484: CAP Incentives Fund	457: Environmental Health	Total Revenues	139,178	-	282,563	5,007	(1,740)
3484: CAP Incentives Fund	457: Environmental Health	Beginning Fund Balance	139,178	-	-	-	-
3484: CAP Incentives Fund	457: Environmental Health	Total Expenses	139,178	-	468	-	-
3484: CAP Incentives Fund	**457: Environmental Health**	**Net Balance**	**0**	**-**	**282,095**	**5,007**	**(1,740)**
3485: CAPP Fund	457: Environmental Health	Total Revenues	99,159	-	10,793	45,900	9,756
3485: CAPP Fund	457: Environmental Health	Beginning Fund Balance	99,159	-	-	-	-
3485: CAPP Fund	457: Environmental Health	Total Expenses	99,159	1,148	7,399	24,529	-
3485: CAPP Fund	**457: Environmental Health**	**Net Balance**	**0**	**(1,148)**	**3,394**	**21,371**	**9,756**
3486: PBE Grant Fund	457: Environmental Health	Total Revenues	580	-	165	27,179	46
3486: PBE Grant Fund	457: Environmental Health	Beginning Fund Balance	-	-	-	-	-
3486: PBE Grant Fund	457: Environmental Health	Total Expenses	580	-	(2)	20,290	442
3486: PBE Grant Fund	**457: Environmental Health**	**Net Balance**	**0**	**-**	**167**	**6,889**	**(396)**
3487: SLFRF—State and Local Fiscal Recovery Funds	102: Administration	Total Revenues	600,000	-	58,939	128,804	233,654
3487: SLFRF—State and Local Fiscal Recovery Funds	102: Administration	Beginning Fund Balance	600,000	-	-	-	-
3487: SLFRF—State and Local Fiscal Recovery Funds	102: Administration	Total Expenses	600,000	64,465	1,348,095	1,642,882	279,133
3487: SLFRF—State and Local Fiscal Recovery Funds	**102: Administration**	**Net Balance**	**0**	**(64,465)**	**(1,289,156)**	**(1,514,078)**	**(45,479)**
3490: ELC - Enhance Detection	401: Health Division	Total Revenues	-	-	697,409	113,810	309,463
3490: ELC - Enhance Detection	401: Health Division	Beginning Fund Balance	-	-	-	-	-
3490: ELC - Enhance Detection	401: Health Division	Total Expenses	0	-	206,855	580,961	580,191
3490: ELC - Enhance Detection	**401: Health Division**	**Net Balance**	**0**	**-**	**490,554**	**(467,151)**	**(270,729)**
3491: ELC Cares	401: Health Division	Total Revenues	-	-	499	(19)	7
3491: ELC Cares	401: Health Division	Beginning Fund Balance	-	-	-	-	-
3491: ELC Cares	**401: Health Division**	**Net Balance**	**-**	**-**	**499**	**(19)**	**7**
3492: Targeted Case Management	402: Behavioral Health	Total Revenues	13,402	-	236,586	259,384	451,422

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2025-2026

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Friday, October 03, 2025

:

Fund		Account	Current Adjusted Budget 2025-2026	YTD Actuals 2025-2026	Actual 2024-2025	Actual 2023-2024	Actual 2022-2023
3492: Targeted Case Management	402: Behavioral Health	Beginning Fund Balance	-	-	-	-	-
3492: Targeted Case Management	402: Behavioral Health	Total Expenses	13,402	42,406	342,601	700,142	681,252
3492: Targeted Case Management	**402: Behavioral Health**	**Net Balance**	**0**	**(42,406)**	**(106,015)**	**(440,758)**	**(229,830)**
3493: Public Health Institute COVID Funding	401: Health Division	Total Revenues	-	-	5,617	296,588	-
3493: Public Health Institute COVID Funding	401: Health Division	Beginning Fund Balance	-	-	-	-	-
3493: Public Health Institute COVID Funding	401: Health Division	Total Expenses	-	-	-	-	766
3493: Public Health Institute COVID Funding	**401: Health Division**	**Net Balance**	**-**	**-**	**5,617**	**296,588**	**(766)**
3493: Public Health Institute COVID Funding	402: Behavioral Health	Total Revenues	-	-	-	(7,847)	2,491
3493: Public Health Institute COVID Funding	**402: Behavioral Health**	**Net Balance**	**-**	**-**	**-**	**(7,847)**	**2,491**
3494: Crisis Care Mobile Units	402: Behavioral Health	Total Revenues	5,194	18,061	164,173	432,863	902,116
3494: Crisis Care Mobile Units	402: Behavioral Health	Beginning Fund Balance	-	-	-	-	-
3494: Crisis Care Mobile Units	402: Behavioral Health	Total Expenses	5,194	13,778	98,436	469,942	640,951
3494: Crisis Care Mobile Units	**402: Behavioral Health**	**Net Balance**	**0**	**4,282**	**65,737**	**(37,079)**	**261,165**
3495: California Equitable Recovery Unit	401: Health Division	Total Revenues	-	-	14,888	124,069	89,076
3495: California Equitable Recovery Unit	401: Health Division	Beginning Fund Balance	-	-	-	-	-
3495: California Equitable Recovery Unit	401: Health Division	Total Expenses	0	-	0	76,825	106,609
3495: California Equitable Recovery Unit	**401: Health Division**	**Net Balance**	**0**	**-**	**14,888**	**47,244**	**(17,533)**
3496: Public Health Workforce Development	401: Health Division	Total Revenues	-	-	77,831	182,714	170,592
3496: Public Health Workforce Development	401: Health Division	Beginning Fund Balance	-	-	-	-	-
3496: Public Health Workforce Development	401: Health Division	Total Expenses	0	1	58,988	153,885	128,098
3496: Public Health Workforce Development	**401: Health Division**	**Net Balance**	**0**	**(1)**	**18,843**	**28,829**	**42,494**
3497: SB 129 Pre-Trial	224: Probation	Total Revenues	267,154	40,540	132,596	242,003	271,415
3497: SB 129 Pre-Trial	224: Probation	Beginning Fund Balance	8,258	-	-	-	-
3497: SB 129 Pre-Trial	224: Probation	Total Expenses	267,154	29,188	184,839	245,271	218,876
3497: SB 129 Pre-Trial	**224: Probation**	**Net Balance**	**0**	**11,352**	**(52,243)**	**(3,268)**	**52,539**

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2025-2026

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Friday, October 03, 2025

:

Fund		Account	Current Adjusted Budget 2025-2026	YTD Actuals 2025-2026	Actual 2024-2025	Actual 2023-2024	Actual 2022-2023
3498: Sierra Nevada Conservancy Vibrant Recreation and Tourism Grant	249: Planning	Total Revenues	269,865	37,747	146,343	69,419	-
3498: Sierra Nevada Conservancy Vibrant Recreation and Tourism Grant	249: Planning	Beginning Fund Balance	(135,211)	-	-	-	-
3498: Sierra Nevada Conservancy Vibrant Recreation and Tourism Grant	249: Planning	Total Expenses	269,865	-	159,426	147,801	-
3498: Sierra Nevada Conservancy Vibrant Recreation and Tourism Grant	**249: Planning**	**Net Balance**	**0**	**37,747**	**(13,083)**	**(78,382)**	**-**
3458: Distance Learn & Tele-Med	402: Behavioral Health	Total Revenues	815,100	-	433,516	(47)	419,223
3458: Distance Learn & Tele-Med	402: Behavioral Health	Beginning Fund Balance	-	-	-	-	-
3458: Distance Learn & Tele-Med	402: Behavioral Health	Total Expenses	815,100	-	379,829	12,345	439,938
3458: Distance Learn & Tele-Med	**402: Behavioral Health**	**Net Balance**	**0**	**-**	**53,687**	**(12,392)**	**(20,716)**
3488: Terra Count	249: Planning	Total Revenues	-	-	1	878	64,656
3488: Terra Count	249: Planning	Beginning Fund Balance	-	-	-	-	-
3488: Terra Count	249: Planning	Total Expenses	-	-	56	147	65,343
3488: Terra Count	**249: Planning**	**Net Balance**	**-**	**-**	**(55)**	**731**	**(686)**
3489: SALC Program Fund	249: Planning	Total Revenues	52,967	-	42,411	75,201	120,221
3489: SALC Program Fund	249: Planning	Beginning Fund Balance	52,967	-	-	-	-
3489: SALC Program Fund	249: Planning	Total Expenses	52,967	-	-	68,919	115,488
3489: SALC Program Fund	**249: Planning**	**Net Balance**	**0**	**-**	**42,411**	**6,282**	**4,733**
3499: MAT Grant Expansion for Jail and Drug Courts	401: Health Division	Total Revenues	-	-	791	85,389	-
3499: MAT Grant Expansion for Jail and Drug Courts	401: Health Division	Total Expenses	-	-	6,589	65,669	-
3499: MAT Grant Expansion for Jail and Drug Courts	**401: Health Division**	**Net Balance**	**-**	**-**	**(5,798)**	**19,720**	**-**
3533: Future of Public Health	401: Health Division	Total Revenues	393,555	73,959	736,059	274,032	105,412
3533: Future of Public Health	401: Health Division	Beginning Fund Balance	-	-	-	-	-
3533: Future of Public Health	401: Health Division	Total Expenses	393,555	31,691	307,746	645,372	81,319
3533: Future of Public Health	**401: Health Division**	**Net Balance**	**0**	**42,268**	**428,313**	**(371,339)**	**24,093**
3536: MHSA Fund - ASOC/CSOC	401: Health Division	Total Expenses	-	-	-	-	0
3536: MHSA Fund - ASOC/CSOC	**401: Health Division**	**Net Balance**	**-**	**-**	**-**	**-**	**0**

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2025-2026

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
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Friday, October 03, 2025

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			Current Adjusted Budget	YTD Actuals	Actual		
			2025-2026		2024-2025	2023-2024	2022-2023
Fund		**Account**					
3536: MHSA Fund - ASOC/CSOC	402: Behavioral Health	Total Revenues	2,071,531	295,665	1,847,523	1,524,348	1,242,522
3536: MHSA Fund - ASOC/CSOC	402: Behavioral Health	Beginning Fund Balance	(55,676)	-	-	-	-
3536: MHSA Fund - ASOC/CSOC	402: Behavioral Health	Total Expenses	2,071,531	280,627	1,567,562	1,628,287	2,367,684
3536: MHSA Fund - ASOC/CSOC	**402: Behavioral Health**	**Net Balance**	**0**	**15,038**	**279,961**	**(103,939)**	**(1,125,163)**
3537: MHSA - PEI	402: Behavioral Health	Total Revenues	345,220	78,844	536,956	437,028	293,035
3537: MHSA - PEI	402: Behavioral Health	Beginning Fund Balance	-	-	-	-	-
3537: MHSA - PEI	402: Behavioral Health	Total Expenses	345,220	74,789	321,368	358,828	396,815
3537: MHSA - PEI	**402: Behavioral Health**	**Net Balance**	**0**	**4,055**	**215,588**	**78,200**	**(103,780)**
3538: MHSA - WET	402: Behavioral Health	Total Revenues	-	-	-	-	576
3538: MHSA - WET	402: Behavioral Health	Beginning Fund Balance	-	-	-	-	-
3538: MHSA - WET	**402: Behavioral Health**	**Net Balance**	**-**	**-**	**-**	**-**	**576**
3539: MHSA Innovation	402: Behavioral Health	Total Revenues	58,820	19,711	147,262	113,257	215,771
3539: MHSA Innovation	402: Behavioral Health	Beginning Fund Balance	-	-	-	-	-
3539: MHSA Innovation	402: Behavioral Health	Total Expenses	58,820	9,433	67,425	96,445	55,260
3539: MHSA Innovation	**402: Behavioral Health**	**Net Balance**	**0**	**10,278**	**79,837**	**16,812**	**160,511**
3542: MHSA Housing Development	402: Behavioral Health	Total Revenues	-	-	(2,640)	(2,728)	948
3542: MHSA Housing Development	402: Behavioral Health	Beginning Fund Balance	-	-	-	-	-
3542: MHSA Housing Development	**402: Behavioral Health**	**Net Balance**	**-**	**-**	**(2,640)**	**(2,728)**	**948**
3543: Inmate Medical Services	401: Health Division	Total Revenues	1,071,145	-	1,063,068	767,055	549,812
3543: Inmate Medical Services	401: Health Division	Total Expenses	1,071,145	114,234	787,720	958,170	551,510
3543: Inmate Medical Services	**401: Health Division**	**Net Balance**	**0**	**(114,234)**	**275,348**	**(191,115)**	**(1,698)**
3544: Our Town Federal Grant	249: Planning	Total Revenues	-	-	-	40,000	35,000
3544: Our Town Federal Grant	249: Planning	Beginning Fund Balance	-	-	-	-	-
3544: Our Town Federal Grant	249: Planning	Total Expenses	-	-	-	35,000	40,000
3544: Our Town Federal Grant	**249: Planning**	**Net Balance**	**-**	**-**	**-**	**5,000**	**(5,000)**

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2025-2026

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Friday, October 03, 2025

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			Current Adjusted Budget	YTD Actuals	Actual		
			2025-2026		2024-2025	2023-2024	2022-2023
Fund		**Account**					
3545: Oak Fire Debris Removal	102: Administration	Total Revenues	0	-	-	2,719,605	3,556,859
3545: Oak Fire Debris Removal	102: Administration	Beginning Fund Balance	(2,480,668)	-	-	-	-
3545: Oak Fire Debris Removal	102: Administration	Total Expenses	-	-	-	1,655	16,887,839
3545: Oak Fire Debris Removal	**102: Administration**	**Net Balance**	**0**	**-**	**-**	**2,717,950**	**(13,330,980)**
3545: Oak Fire Debris Removal	292: Oak Fire	Total Revenues	-	-	-	-	8,132,362
3545: Oak Fire Debris Removal	**292: Oak Fire**	**Net Balance**	**-**	**-**	**-**	**-**	**8,132,362**
3546: Weather 2022.12.27	899: Disasters	Total Revenues	0	-	-	192,683	-
3546: Weather 2022.12.27	899: Disasters	Beginning Fund Balance	(920,056)	-	-	-	-
3546: Weather 2022.12.27	899: Disasters	Total Expenses	-	-	-	11,691	1,101,048
3546: Weather 2022.12.27	**899: Disasters**	**Net Balance**	**0**	**-**	**-**	**180,992**	**(1,101,048)**
3601: Business Relief Grants 20-CDBG-CV-2-3-00074	143: Economic Development	Total Revenues	-	-	283,421	-	173,492
3601: Business Relief Grants 20-CDBG-CV-2-3-00074	143: Economic Development	Beginning Fund Balance	-	-	-	-	-
3601: Business Relief Grants 20-CDBG-CV-2-3-00074	143: Economic Development	Total Expenses	-	-	-	-	305,080
3601: Business Relief Grants 20-CDBG-CV-2-3-00074	**143: Economic Development**	**Net Balance**	**-**	**-**	**283,421**	**-**	**(131,588)**
3602: USDA Grant Countywide Market Study	143: Economic Development	Total Revenues	-	-	-	24,412	40,000
3602: USDA Grant Countywide Market Study	143: Economic Development	Beginning Fund Balance	-	-	-	-	-
3602: USDA Grant Countywide Market Study	143: Economic Development	Total Expenses	-	-	6,952	10,323	47,138
3602: USDA Grant Countywide Market Study	**143: Economic Development**	**Net Balance**	**-**	**-**	**(6,952)**	**14,090**	**(7,138)**
3603: DIS Workforce Development Grant	401: Health Division	Total Revenues	-	-	105,406	2,412	202,796
3603: DIS Workforce Development Grant	401: Health Division	Beginning Fund Balance	-	-	-	-	-
3603: DIS Workforce Development Grant	401: Health Division	Total Expenses	0	-	2	87,865	77,026
3603: DIS Workforce Development Grant	**401: Health Division**	**Net Balance**	**0**	**-**	**105,404**	**(85,452)**	**125,770**
3604: MHBG ARPA Grant	402: Behavioral Health	Total Revenues	-	-	-	309,015	-
3604: MHBG ARPA Grant	402: Behavioral Health	Total Expenses	-	3,276	22,419	309,015	-
3604: MHBG ARPA Grant	**402: Behavioral Health**	**Net Balance**	**-**	**(3,276)**	**(22,419)**	**0**	**-**

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2025-2026

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Friday, October 03, 2025

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			Current Adjusted Budget	YTD Actuals	Actual		
			2025-2026		2024-2025	2023-2024	2022-2023
Fund		**Account**					
3605: High Frequency Grant	216: Sheriff	Total Revenues	-	-	-	-	60,000
3605: High Frequency Grant	216: Sheriff	Total Expenses	-	-	-	-	60,000
3605: High Frequency Grant	**216: Sheriff**	**Net Balance**	**-**	**-**	**-**	**-**	**0**
3606: MHBG CRRSAA Grant	402: Behavioral Health	Total Revenues	2,237	-	-	132,540	-
3606: MHBG CRRSAA Grant	402: Behavioral Health	Beginning Fund Balance	-	-	-	-	-
3606: MHBG CRRSAA Grant	402: Behavioral Health	Total Expenses	2,237	-	1,376	81,546	51,045
3606: MHBG CRRSAA Grant	**402: Behavioral Health**	**Net Balance**	**0**	**-**	**(1,376)**	**50,994**	**(51,045)**
3607: Officer Mental Health and Wellness Grant	216: Sheriff	Total Revenues	30,500	-	1,741	1,653	43,190
3607: Officer Mental Health and Wellness Grant	216: Sheriff	Beginning Fund Balance	30,000	-	-	-	-
3607: Officer Mental Health and Wellness Grant	216: Sheriff	Total Expenses	30,500	6,995	6,995	8,490	-
3607: Officer Mental Health and Wellness Grant	**216: Sheriff**	**Net Balance**	**0**	**(6,995)**	**(5,254)**	**(6,837)**	**43,190**
3608: Weather 2023.02.23	899: Disasters	Total Revenues	0	-	-	294,386	-
3608: Weather 2023.02.23	899: Disasters	Beginning Fund Balance	(3,915,783)	-	-	-	-
3608: Weather 2023.02.23	899: Disasters	Total Expenses	-	-	-	2,527,962	1,682,206
3608: Weather 2023.02.23	**899: Disasters**	**Net Balance**	**0**	**-**	**-**	**(2,233,576)**	**(1,682,206)**
3610: Off Highway Motor Vehicle Act of 2003 Grant	216: Sheriff	Total Revenues	35,700	-	1,082	20,419	-
3610: Off Highway Motor Vehicle Act of 2003 Grant	216: Sheriff	Beginning Fund Balance	15,000	-	-	-	-
3610: Off Highway Motor Vehicle Act of 2003 Grant	216: Sheriff	Total Expenses	35,700	-	691	-	-
3610: Off Highway Motor Vehicle Act of 2003 Grant	**216: Sheriff**	**Net Balance**	**0**	**-**	**391**	**20,419**	**-**
3611: Environmental Enhancement and Mitigation Grant	249: Planning	Total Revenues	0	32,135	-	-	-
3611: Environmental Enhancement and Mitigation Grant	249: Planning	Beginning Fund Balance	(35,714)	-	-	-	-
3611: Environmental Enhancement and Mitigation Grant	249: Planning	Total Expenses	-	46,717	-	35,714	-
3611: Environmental Enhancement and Mitigation Grant	**249: Planning**	**Net Balance**	**0**	**(14,582)**	**-**	**(35,714)**	**-**
3612: California Natural Resources Agency Riparian Restoration Grant	249: Planning	Total Revenues	805,532	-	154,458	-	-
3612: California Natural Resources Agency Riparian Restoration Grant	249: Planning	Beginning Fund Balance	(106,318)	-	-	-	-
3612: California Natural Resources Agency Riparian Restoration Grant	249: Planning	Total Expenses	805,532	19,093	172,451	17,760	-
3612: California Natural Resources Agency Riparian Restoration Grant	**249: Planning**	**Net Balance**	**0**	**(19,093)**	**(17,993)**	**(17,760)**	**-**

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2025-2026

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
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Friday, October 03, 2025

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Fund		Account	Current Adjusted Budget 2025-2026	YTD Actuals 2025-2026	Actual 2024-2025	Actual 2023-2024	Actual 2022-2023
3613: Mariposa Creek Community Resiliency Hub	249: Planning	Total Revenues	18,862	-	3,998	99,259	-
3613: Mariposa Creek Community Resiliency Hub	249: Planning	Beginning Fund Balance	18,862	-	-	-	-
3613: Mariposa Creek Community Resiliency Hub	249: Planning	Total Expenses	18,862	-	99,354	647	-
3613: Mariposa Creek Community Resiliency Hub	**249: Planning**	**Net Balance**	**0**	**-**	**(95,356)**	**98,612**	**-**
3614: SABG ARPA Grant	403: Alcohol And Drug	Total Revenues	-	13,122	128,653	147,046	-
3614: SABG ARPA Grant	403: Alcohol And Drug	Beginning Fund Balance	-	-	-	-	-
3614: SABG ARPA Grant	403: Alcohol And Drug	Total Expenses	-	13,613	122,677	217,940	9,928
3614: SABG ARPA Grant	**403: Alcohol And Drug**	**Net Balance**	**-**	**(491)**	**5,976**	**(70,894)**	**(9,928)**
3616: SABG CRRSAA Grant	403: Alcohol And Drug	Total Revenues	5,819	-	181	222,222	40,517
3616: SABG CRRSAA Grant	403: Alcohol And Drug	Beginning Fund Balance	-	-	-	-	-
3616: SABG CRRSAA Grant	403: Alcohol And Drug	Total Expenses	5,819	-	1,264	212,152	46,841
3616: SABG CRRSAA Grant	**403: Alcohol And Drug**	**Net Balance**	**0**	**-**	**(1,083)**	**10,070**	**(6,324)**
3617: OSBA Micro Enterprise Grant	143: Economic Development	Total Revenues	-	-	-	22	894
3617: OSBA Micro Enterprise Grant	143: Economic Development	Beginning Fund Balance	-	-	-	-	-
3617: OSBA Micro Enterprise Grant	143: Economic Development	Total Expenses	-	-	-	744	737
3617: OSBA Micro Enterprise Grant	**143: Economic Development**	**Net Balance**	**-**	**-**	**-**	**(722)**	**157**
3618: Yosemite KOA - Planning	249: Planning	Total Revenues	89,892	-	218	154	11,529
3618: Yosemite KOA - Planning	249: Planning	Beginning Fund Balance	4,230	-	-	-	-
3618: Yosemite KOA - Planning	249: Planning	Total Expenses	89,892	-	-	-	7,598
3618: Yosemite KOA - Planning	**249: Planning**	**Net Balance**	**0**	**-**	**218**	**154**	**3,932**
3619: Terramor Outdoor Resort - Planning	249: Planning	Total Revenues	89,956	-	221	156	11,526
3619: Terramor Outdoor Resort - Planning	249: Planning	Beginning Fund Balance	4,294	-	-	-	-
3619: Terramor Outdoor Resort - Planning	249: Planning	Total Expenses	89,956	-	-	-	7,535
3619: Terramor Outdoor Resort - Planning	**249: Planning**	**Net Balance**	**0**	**-**	**221**	**156**	**3,992**
3620: Business Assistance Loan Fund 20-CDBG-12039	143: Economic Development	Total Revenues	47,209	1,508	155,651	7,443	354,925

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2025-2026

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
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Fund		Account	Current Adjusted Budget 2025-2026	YTD Actuals 2025-2026	Actual 2024-2025	Actual 2023-2024	Actual 2022-2023
3620: Business Assistance Loan Fund 20-CDBG-12039	143: Economic Development	Beginning Fund Balance	47,209	-	-	-	-
3620: Business Assistance Loan Fund 20-CDBG-12039	143: Economic Development	Total Expenses	47,209	-	-	14,200	37,372
3620: Business Assistance Loan Fund 20-CDBG-12039	**143: Economic Development**	**Net Balance**	**0**	**1,508**	**155,651**	**(6,757)**	**317,553**
3621: CDBG Micro Enterprise Loan	143: Economic Development	Total Revenues	12,126	202	74,600	178,620	172
3621: CDBG Micro Enterprise Loan	143: Economic Development	Beginning Fund Balance	12,126	-	-	-	-
3621: CDBG Micro Enterprise Loan	143: Economic Development	Total Expenses	12,126	-	-	111,050	37,500
3621: CDBG Micro Enterprise Loan	**143: Economic Development**	**Net Balance**	**0**	**202**	**74,600**	**67,570**	**(37,328)**
3622: Resort Hotel Feasibility Study 21-CDBG	143: Economic Development	Total Revenues	-	-	-	42,800	-
3622: Resort Hotel Feasibility Study 21-CDBG	143: Economic Development	Beginning Fund Balance	-	-	-	-	-
3622: Resort Hotel Feasibility Study 21-CDBG	143: Economic Development	Total Expenses	-	-	-	20,000	22,800
3622: Resort Hotel Feasibility Study 21-CDBG	**143: Economic Development**	**Net Balance**	**-**	**-**	**-**	**22,800**	**(22,800)**
3623: Childcare Feasibility Study 21-CDBG-ED-10006	143: Economic Development	Total Revenues	70,170	-	-	-	-
3623: Childcare Feasibility Study 21-CDBG-ED-10006	143: Economic Development	Beginning Fund Balance	(4,830)	-	-	-	-
3623: Childcare Feasibility Study 21-CDBG-ED-10006	143: Economic Development	Total Expenses	70,170	31,781	31,500	-	4,830
3623: Childcare Feasibility Study 21-CDBG-ED-10006	**143: Economic Development**	**Net Balance**	**0**	**(31,781)**	**(31,500)**	**-**	**(4,830)**
3624: CPUC LATA Broadband Network Design	143: Economic Development	Total Revenues	408,163	-	453,880	70,081	-
3624: CPUC LATA Broadband Network Design	143: Economic Development	Beginning Fund Balance	(21,756)	-	-	-	-
3624: CPUC LATA Broadband Network Design	143: Economic Development	Total Expenses	408,163	-	408,163	66,837	49,000
3624: CPUC LATA Broadband Network Design	**143: Economic Development**	**Net Balance**	**0**	**-**	**45,717**	**3,244**	**(49,000)**
3625: National Opioids Settlement Funds	100: General Purpose All Departments	Total Revenues	-	-	1	130,449	193,096
3625: National Opioids Settlement Funds	**100: General Purpose All Departments**	**Net Balance**	**-**	**-**	**1**	**130,449**	**193,096**
3625: National Opioids Settlement Funds	403: Alcohol And Drug	Total Revenues	421,408	217,141	554,288	392	(5,696)
3625: National Opioids Settlement Funds	403: Alcohol And Drug	Beginning Fund Balance	401,337	-	-	-	-
3625: National Opioids Settlement Funds	403: Alcohol And Drug	Total Expenses	421,408	27,224	170,382	33,768	-
3625: National Opioids Settlement Funds	**403: Alcohol And Drug**	**Net Balance**	**0**	**189,917**	**383,906**	**(33,376)**	**(5,696)**

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2025-2026

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
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Fund		Account	Current Adjusted Budget 2025-2026	YTD Actuals 2025-2026	Actual 2024-2025	Actual 2023-2024	Actual 2022-2023
3626: Local Assistance and Tribal Consistency	102: Administration	Total Revenues	200,000	-	36,156	1,293,805	(25,647)
3626: Local Assistance and Tribal Consistency	102: Administration	Beginning Fund Balance	200,000	-	-	-	-
3626: Local Assistance and Tribal Consistency	102: Administration	Total Expenses	200,000	-	70,000	1,999,350	-
3626: Local Assistance and Tribal Consistency	**102: Administration**	**Net Balance**	**0**	**-**	**(33,844)**	**(705,545)**	**(25,647)**
3627: Mobile Probation Service Centers Grant	224: Probation	Total Revenues	-	-	20,593	99,709	-
3627: Mobile Probation Service Centers Grant	224: Probation	Beginning Fund Balance	-	-	-	-	-
3627: Mobile Probation Service Centers Grant	224: Probation	Total Expenses	-	1,058	18,970	6,322	95,141
3627: Mobile Probation Service Centers Grant	**224: Probation**	**Net Balance**	**-**	**(1,058)**	**1,623**	**93,387**	**(95,141)**
3628: California Home Visiting Program	401: Health Division	Total Revenues	410,356	-	53,207	16,008	-
3628: California Home Visiting Program	401: Health Division	Total Expenses	410,356	48,141	198,806	51,588	-
3628: California Home Visiting Program	**401: Health Division**	**Net Balance**	**0**	**(48,141)**	**(145,599)**	**(35,580)**	**-**
3629: California Strengthening Public Health Initiative	401: Health Division	Total Revenues	116,618	-	4,621	1,233	145,773
3629: California Strengthening Public Health Initiative	401: Health Division	Beginning Fund Balance	-	-	-	-	-
3629: California Strengthening Public Health Initiative	401: Health Division	Total Expenses	116,618	12,976	77,577	33,286	-
3629: California Strengthening Public Health Initiative	**401: Health Division**	**Net Balance**	**0**	**(12,976)**	**(72,956)**	**(32,054)**	**145,773**
3630: WF Prev-Mariposa County Roadside Vegetation	350: Engineering	Total Revenues	2,075,922	-	-	-	-
3630: WF Prev-Mariposa County Roadside Vegetation	350: Engineering	Total Expenses	2,075,922	-	-	-	-
3631: Stanford Impact Labs Fellowship	249: Planning	Total Revenues	47,028	-	37,500	12,500	-
3631: Stanford Impact Labs Fellowship	249: Planning	Beginning Fund Balance	34,528	-	-	-	-
3631: Stanford Impact Labs Fellowship	249: Planning	Total Expenses	47,028	-	13,660	2,947	-
3631: Stanford Impact Labs Fellowship	**249: Planning**	**Net Balance**	**0**	**-**	**23,840**	**9,553**	**-**
3632: Workforce Career Ladder Education Program Grant	401: Health Division	Total Revenues	53,208	-	77,130	-	-
3632: Workforce Career Ladder Education Program Grant	401: Health Division	Total Expenses	53,208	2,409	18,350	6,404	-
3632: Workforce Career Ladder Education Program Grant	**401: Health Division**	**Net Balance**	**0**	**(2,409)**	**58,780**	**(6,404)**	**-**
3633: HEAR US BH Health Equity Grant	402: Behavioral Health	Total Revenues	-	-	500,000	-	-

Mariposa County

Budget Compare Summary by Fund and Department
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Fund		Account	Current Adjusted Budget 2025-2026	YTD Actuals 2025-2026	Actual 2024-2025	Actual 2023-2024	Actual 2022-2023
3633: HEAR US BH Health Equity Grant	402: Behavioral Health	Total Expenses	-	-	246,117	7,072	-
3633: HEAR US BH Health Equity Grant	**402: Behavioral Health**	**Net Balance**	**-**	**-**	**253,883**	**(7,072)**	**-**
3634: English as a Second Language	606: Library	Total Revenues	26,855	-	16,269	15,259	-
3634: English as a Second Language	606: Library	Beginning Fund Balance	11,015	-	-	-	-
3634: English as a Second Language	606: Library	Total Expenses	26,855	8,169	8,969	-	-
3634: English as a Second Language	**606: Library**	**Net Balance**	**0**	**(8,169)**	**7,300**	**15,259**	**-**
3635: Literacy Grant	606: Library	Total Revenues	45,880	-	46,341	1,020	-
3635: Literacy Grant	606: Library	Beginning Fund Balance	26,025	-	-	-	-
3635: Literacy Grant	606: Library	Total Expenses	45,880	4,969	33,684	-	-
3635: Literacy Grant	**606: Library**	**Net Balance**	**0**	**(4,969)**	**12,657**	**1,020**	**-**
3636: NEHA-FDA Grant	457: Environmental Health	Total Revenues	8,500	-	16,000	-	-
3636: NEHA-FDA Grant	457: Environmental Health	Total Expenses	8,500	824	23,221	-	-
3636: NEHA-FDA Grant	**457: Environmental Health**	**Net Balance**	**0**	**(824)**	**(7,221)**	**-**	**-**
3638: HMAP-OES	457: Environmental Health	Total Revenues	-	-	18,159	-	-
3638: HMAP-OES	457: Environmental Health	Total Expenses	-	-	18,158	-	-
3638: HMAP-OES	**457: Environmental Health**	**Net Balance**	**-**	**-**	**1**	**-**	**-**
3639: Strategic Growth Council TCC	249: Planning	Total Revenues	1,047,348	120,613	159,639	-	-
3639: Strategic Growth Council TCC	249: Planning	Beginning Fund Balance	(8,152)	-	-	-	-
3639: Strategic Growth Council TCC	249: Planning	Total Expenses	1,047,348	32,940	203,133	-	-
3639: Strategic Growth Council TCC	**249: Planning**	**Net Balance**	**0**	**87,673**	**(43,494)**	**-**	**-**
3641: MOYER	457: Environmental Health	Total Revenues	800,000	-	-	-	-
3641: MOYER	457: Environmental Health	Beginning Fund Balance	400,000	-	-	-	-
3641: MOYER	457: Environmental Health	Total Expenses	800,000	-	-	-	-
3642: PC1202.5 Crime Prevention	216: Sheriff	Total Revenues	-	-	-	0	-
3642: PC1202.5 Crime Prevention	**216: Sheriff**	**Net Balance**	**-**	**-**	**-**	**0**	**-**

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Budget Compare Summary by Fund and Department
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Fund		Account	Current Adjusted Budget 2025-2026	YTD Actuals 2025-2026	Actual 2024-2025	Actual 2023-2024	Actual 2022-2023
3643: Oak Fire Hazard Mitigation Grant	350: Engineering	Total Revenues	3,843,951	2,093	921	-	-
3643: Oak Fire Hazard Mitigation Grant	350: Engineering	Beginning Fund Balance	(6,024)	-	-	-	-
3643: Oak Fire Hazard Mitigation Grant	350: Engineering	Total Expenses	3,843,951	8,223	51,045	-	-
3643: Oak Fire Hazard Mitigation Grant	**350: Engineering**	**Net Balance**	**0**	**(6,130)**	**(50,124)**	**-**	**-**
3644: DSH Collaborative Community Stakeholder Workgroup	402: Behavioral Health	Total Revenues	100,000	75,000	-	-	-
3644: DSH Collaborative Community Stakeholder Workgroup	402: Behavioral Health	Total Expenses	100,000	-	1,136	-	-
3644: DSH Collaborative Community Stakeholder Workgroup	**402: Behavioral Health**	**Net Balance**	**0**	**75,000**	**(1,136)**	**-**	**-**
3645: Local Assistance Grant - Environmental Health	457: Environmental Health	Total Revenues	75,000	-	3,929	73,651	-
3645: Local Assistance Grant - Environmental Health	457: Environmental Health	Beginning Fund Balance	75,000	-	-	-	-
3645: Local Assistance Grant - Environmental Health	457: Environmental Health	Total Expenses	75,000	-	2,723	-	-
3645: Local Assistance Grant - Environmental Health	**457: Environmental Health**	**Net Balance**	**0**	**-**	**1,206**	**73,651**	**-**
3646: French Fire	899: Disasters	Total Expenses	-	-	26,720	-	-
3646: French Fire	**899: Disasters**	**Net Balance**	**-**	**-**	**(26,720)**	**-**	**-**
3647: Local Hazard Mitigation Plan (LHMP) Update 2025	216: Sheriff	Total Revenues	23,555	-	-	-	-
3647: Local Hazard Mitigation Plan (LHMP) Update 2025	216: Sheriff	Beginning Fund Balance	(24,445)	-	-	-	-
3647: Local Hazard Mitigation Plan (LHMP) Update 2025	216: Sheriff	Total Expenses	23,555	-	25,984	-	-
3647: Local Hazard Mitigation Plan (LHMP) Update 2025	**216: Sheriff**	**Net Balance**	**0**	**-**	**(25,984)**	**-**	**-**
3649: Central California Alliance for Health (CCAH) Grant	401: Health Division	Total Revenues	150,000	-	153,262	-	-
3649: Central California Alliance for Health (CCAH) Grant	401: Health Division	Total Expenses	150,000	11,443	61,647	-	-
3649: Central California Alliance for Health (CCAH) Grant	**401: Health Division**	**Net Balance**	**0**	**(11,443)**	**91,615**	**-**	**-**
3650: Our Town: Historic Preservation in The Present Tense	249: Planning	Total Revenues	75,000	-	-	-	-
3650: Our Town: Historic Preservation in The Present Tense	249: Planning	Total Expenses	75,000	-	-	-	-
3651: Measure M	100: General Purpose All Departments	Total Revenues	3,977,645	973,196	4,068,950	-	-
3651: Measure M	100: General Purpose All Departments	Total Expenses	3,977,645	-	2,264,916	-	-

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Budget Compare Summary by Fund and Department
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ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
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Friday, October 03, 2025

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Fund		Account	Current Adjusted Budget 2025-2026	YTD Actuals 2025-2026	Actual 2024-2025	Actual 2023-2024	Actual 2022-2023
3651: Measure M	**100: General Purpose All Departments**	**Net Balance**	**0**	**973,196**	**1,804,034**	**-**	**-**
3652: Behavioral Health Bridge Housing Grant	402: Behavioral Health	Total Revenues	698,665	1,101	341,341	-	-
3652: Behavioral Health Bridge Housing Grant	402: Behavioral Health	Total Expenses	698,665	28,022	36,924	-	-
3652: Behavioral Health Bridge Housing Grant	**402: Behavioral Health**	**Net Balance**	**0**	**(26,921)**	**304,417**	**-**	**-**
3652: Behavioral Health Bridge Housing Grant	403: Alcohol And Drug	Total Revenues	-	4,158	-	-	-
3652: Behavioral Health Bridge Housing Grant	**403: Alcohol And Drug**	**Net Balance**	**-**	**4,158**	**-**	**-**	**-**
3653: CCAH grant for North County Office Capital Improvement Project	402: Behavioral Health	Total Revenues	544,000	-	349,244	-	-
3653: CCAH grant for North County Office Capital Improvement Project	402: Behavioral Health	Beginning Fund Balance	200,000	-	-	-	-
3653: CCAH grant for North County Office Capital Improvement Project	402: Behavioral Health	Total Expenses	544,000	91,392	109,885	-	-
3653: CCAH grant for North County Office Capital Improvement Project	**402: Behavioral Health**	**Net Balance**	**0**	**(91,392)**	**239,359**	**-**	**-**
3654: Mariposa County Drought Resilience Plan	350: Engineering	Total Revenues	125,000	-	-	-	-
3654: Mariposa County Drought Resilience Plan	350: Engineering	Total Expenses	125,000	-	-	-	-
3655: CCAH - Housing Construction Grant	402: Behavioral Health	Total Revenues	164,963	-	-	-	-
3655: CCAH - Housing Construction Grant	402: Behavioral Health	Beginning Fund Balance	164,963	-	-	-	-
3655: CCAH - Housing Construction Grant	402: Behavioral Health	Total Expenses	164,963	-	-	-	-
3658: Kaiser Foundation Health Plan (KFHP)	401: Health Division	Total Revenues	30,000	30,000	-	-	-
3658: Kaiser Foundation Health Plan (KFHP)	401: Health Division	Total Expenses	30,000	-	-	-	-
3658: Kaiser Foundation Health Plan (KFHP)	**401: Health Division**	**Net Balance**	**0**	**30,000**	**-**	**-**	**-**
3312: Water Agency	304: Public Works Administration	Total Revenues	216,907	-	16,548	729,385	1,282,217
3312: Water Agency	304: Public Works Administration	Beginning Fund Balance	205,961	-	-	-	-
3312: Water Agency	304: Public Works Administration	Total Expenses	216,907	62	2,254	5,437	2,955
3312: Water Agency	**304: Public Works Administration**	**Net Balance**	**0**	**(62)**	**14,294**	**723,948**	**1,279,261**
3313: Coulterville Lighting	304: Public Works Administration	Total Revenues	100,180	-	21,390	18,345	10,678
3313: Coulterville Lighting	304: Public Works Administration	Beginning Fund Balance	86,448	-	-	-	-

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2025-2026

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Friday, October 03, 2025

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Fund		Account	Current Adjusted Budget 2025-2026	YTD Actuals 2025-2026	Actual 2024-2025	Actual 2023-2024	Actual 2022-2023
3313: Coulterville Lighting	304: Public Works Administration	Total Expenses	100,180	471	5,122	5,722	4,587
3313: Coulterville Lighting	**304: Public Works Administration**	**Net Balance**	**0**	**(471)**	**16,268**	**12,623**	**6,092**
3314: Coulterville Service Area	408: Plant Operations	Total Revenues	335,003	39,153	166,184	188,017	164,676
3314: Coulterville Service Area	408: Plant Operations	Beginning Fund Balance	-	-	-	-	-
3314: Coulterville Service Area	408: Plant Operations	Total Expenses	335,003	38,608	277,624	279,294	319,398
3314: Coulterville Service Area	**408: Plant Operations**	**Net Balance**	**0**	**546**	**(111,440)**	**(91,277)**	**(154,722)**
3315: Don Pedro Equestrian Trails	304: Public Works Administration	Total Revenues	600	-	1,610	1,383	(479)
3315: Don Pedro Equestrian Trails	304: Public Works Administration	Beginning Fund Balance	-	-	-	-	-
3315: Don Pedro Equestrian Trails	304: Public Works Administration	Total Expenses	600	265	37,501	255	324
3315: Don Pedro Equestrian Trails	**304: Public Works Administration**	**Net Balance**	**0**	**(265)**	**(35,891)**	**1,128**	**(803)**
3316: Don Pedro Sewer	408: Plant Operations	Total Revenues	351,342	18,552	151,857	201,374	136,482
3316: Don Pedro Sewer	408: Plant Operations	Beginning Fund Balance	-	-	-	-	-
3316: Don Pedro Sewer	408: Plant Operations	Total Expenses	351,342	39,385	341,200	265,448	261,340
3316: Don Pedro Sewer	**408: Plant Operations**	**Net Balance**	**0**	**(20,833)**	**(189,343)**	**(64,074)**	**(124,859)**
3317: Hornitos Lighting	304: Public Works Administration	Total Revenues	62,100	-	9,166	7,509	3,995
3317: Hornitos Lighting	304: Public Works Administration	Beginning Fund Balance	57,769	-	-	-	-
3317: Hornitos Lighting	304: Public Works Administration	Total Expenses	62,100	115	114	-	197
3317: Hornitos Lighting	**304: Public Works Administration**	**Net Balance**	**0**	**(115)**	**9,052**	**7,509**	**3,798**
3318: Mariposa Lighting	304: Public Works Administration	Total Revenues	464,506	-	114,852	104,178	57,479
3318: Mariposa Lighting	304: Public Works Administration	Beginning Fund Balance	397,559	-	-	-	-
3318: Mariposa Lighting	304: Public Works Administration	Total Expenses	464,506	1,106	318,085	62,475	51,352
3318: Mariposa Lighting	**304: Public Works Administration**	**Net Balance**	**0**	**(1,106)**	**(203,233)**	**41,703**	**6,127**
3319: Mariposa Parking	304: Public Works Administration	Total Revenues	26,166	-	5,021	11,396	7,390
3319: Mariposa Parking	304: Public Works Administration	Beginning Fund Balance	20,566	-	-	-	-
3319: Mariposa Parking	304: Public Works Administration	Total Expenses	26,166	889	2,233	23,869	5,753
3319: Mariposa Parking	**304: Public Works Administration**	**Net Balance**	**0**	**(889)**	**2,788**	**(12,474)**	**1,637**

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2025-2026

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Friday, October 03, 2025

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Fund		Account	Current Adjusted Budget 2025-2026	YTD Actuals 2025-2026	Actual 2024-2025	Actual 2023-2024	Actual 2022-2023
3320: Mariposa Pines	408: Plant Operations	Total Revenues	181,054	4,004	68,896	74,006	62,745
3320: Mariposa Pines	408: Plant Operations	Beginning Fund Balance	-	-	-	-	-
3320: Mariposa Pines	408: Plant Operations	Total Expenses	181,054	13,407	156,637	93,995	119,459
3320: Mariposa Pines	**408: Plant Operations**	**Net Balance**	**0**	**(9,403)**	**(87,741)**	**(19,989)**	**(56,714)**
3321: Wawona Service Area	304: Public Works Administration	Total Revenues	161,401	44,398	112,469	107,422	105,838
3321: Wawona Service Area	304: Public Works Administration	Beginning Fund Balance	68,251	-	-	-	-
3321: Wawona Service Area	304: Public Works Administration	Total Expenses	161,401	36,721	119,696	103,178	94,579
3321: Wawona Service Area	**304: Public Works Administration**	**Net Balance**	**0**	**7,677**	**(7,227)**	**4,244**	**11,260**
3322: Yosemite West Maint District	408: Plant Operations	Total Revenues	893,680	108,982	639,258	645,449	595,591
3322: Yosemite West Maint District	408: Plant Operations	Beginning Fund Balance	329,960	-	-	-	-
3322: Yosemite West Maint District	408: Plant Operations	Total Expenses	893,680	177,452	653,296	763,638	830,420
3322: Yosemite West Maint District	**408: Plant Operations**	**Net Balance**	**0**	**(68,470)**	**(14,038)**	**(118,189)**	**(234,829)**
3532: DPSZ Utility Capital Reserve Fund	408: Plant Operations	Total Revenues	-	-	16	283	0
3532: DPSZ Utility Capital Reserve Fund	**408: Plant Operations**	**Net Balance**	**-**	**-**	**16**	**283**	**0**
3535: Yosemite West Maintenance District Utility Capital Reserve Fund	408: Plant Operations	Total Revenues	93,689	-	5,293	3,263	0
3535: Yosemite West Maintenance District Utility Capital Reserve Fund	408: Plant Operations	Beginning Fund Balance	88,489	-	-	-	-
3535: Yosemite West Maintenance District Utility Capital Reserve Fund	408: Plant Operations	Total Expenses	93,689	-	-	-	-
3535: Yosemite West Maintenance District Utility Capital Reserve Fund	**408: Plant Operations**	**Net Balance**	**0**	**-**	**5,293**	**3,263**	**0**
4701: ERP Debt Service	102: Administration	Total Revenues	225,500	-	228,250	231,000	231,033
4701: ERP Debt Service	102: Administration	Beginning Fund Balance	2,750	-	-	-	-
4701: ERP Debt Service	102: Administration	Total Expenses	225,500	222,750	225,500	228,250	231,000
4701: ERP Debt Service	**102: Administration**	**Net Balance**	**0**	**(222,750)**	**2,750**	**2,750**	**33**
4702: Tyler Technology Land Management Debt Service	102: Administration	Total Revenues	82,991	-	81,112	81,138	-
4702: Tyler Technology Land Management Debt Service	102: Administration	Total Expenses	82,991	79,917	82,991	81,112	-
4702: Tyler Technology Land Management Debt Service	**102: Administration**	**Net Balance**	**0**	**(79,917)**	**(1,879)**	**26**	**-**

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2025-2026

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Friday, October 03, 2025

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Fund		Account	Current Adjusted Budget 2025-2026	YTD Actuals 2025-2026	Actual 2024-2025	Actual 2023-2024	Actual 2022-2023
4703: Enterprise Leased Vehicles	216: Sheriff	Total Revenues	175,000	-	-	169,529	155,769
4703: Enterprise Leased Vehicles	216: Sheriff	Total Expenses	175,000	-	-	169,529	155,769
4750: Health Building	107: Auditor	Total Revenues	-	-	109,552	72,000	72,000
4750: Health Building	107: Auditor	Total Expenses	-	-	-	181,552	72,000
4750: Health Building	**107: Auditor**	**Net Balance**	**-**	**-**	**109,552**	**(109,552)**	**0**
4753: Yosemite West Bond 2004	108: Treasurer/Tax Collector	Total Revenues	675,601	1,940	215,526	205,189	176,453
4753: Yosemite West Bond 2004	108: Treasurer/Tax Collector	Beginning Fund Balance	508,030	-	-	-	-
4753: Yosemite West Bond 2004	108: Treasurer/Tax Collector	Total Expenses	675,601	119,224	169,368	159,530	163,809
4753: Yosemite West Bond 2004	**108: Treasurer/Tax Collector**	**Net Balance**	**0**	**(117,284)**	**46,158**	**45,659**	**12,644**
4756: Don Pedro Bond 2006	108: Treasurer/Tax Collector	Total Revenues	3,104,444	1,378	437,320	2,866,211	216,591
4756: Don Pedro Bond 2006	108: Treasurer/Tax Collector	Beginning Fund Balance	2,833,886	-	-	-	-
4756: Don Pedro Bond 2006	108: Treasurer/Tax Collector	Total Expenses	3,104,444	179,059	214,413	207,207	203,228
4756: Don Pedro Bond 2006	**108: Treasurer/Tax Collector**	**Net Balance**	**0**	**(177,681)**	**222,907**	**2,659,004**	**13,363**
4771: Energy Project Debt	102: Administration	Total Revenues	188,223	-	190,750	10,964	182,296
4771: Energy Project Debt	102: Administration	Beginning Fund Balance	-	-	-	-	-
4771: Energy Project Debt	102: Administration	Total Expenses	188,223	-	188,222	188,222	-
4771: Energy Project Debt	**102: Administration**	**Net Balance**	**0**	**-**	**2,528**	**(177,258)**	**182,296**
5501: Capital Improvement Fund	350: Engineering	Total Revenues	414,530	-	-	1,683,919	956,453
5501: Capital Improvement Fund	350: Engineering	Beginning Fund Balance	414,530	-	-	-	-
5501: Capital Improvement Fund	350: Engineering	Total Expenses	414,530	80,190	1,128,850	285,965	1,110,900
5501: Capital Improvement Fund	**350: Engineering**	**Net Balance**	**0**	**(80,190)**	**(1,128,850)**	**1,397,955**	**(154,447)**
5502: Courthouse Construction	350: Engineering	Total Revenues	326,798	8,419	49,585	44,314	16,125
5502: Courthouse Construction	350: Engineering	Beginning Fund Balance	300,798	-	-	-	-
5502: Courthouse Construction	350: Engineering	Total Expenses	326,798	1,278	67,956	31,915	-
5502: Courthouse Construction	**350: Engineering**	**Net Balance**	**0**	**7,141**	**(18,371)**	**12,399**	**16,125**

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2025-2026

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Friday, October 03, 2025

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Fund		Account	Current Adjusted Budget 2025-2026	YTD Actuals 2025-2026	Actual 2024-2025	Actual 2023-2024	Actual 2022-2023
5503: MCCJF Construction	350: Engineering	Total Revenues	141,718	1,959	12,064	10,515	3,738
5503: MCCJF Construction	350: Engineering	Beginning Fund Balance	134,218	-	-	-	-
5503: MCCJF Construction	350: Engineering	Total Expenses	141,718	-	-	-	-
5503: MCCJF Construction	**350: Engineering**	**Net Balance**	**0**	**1,959**	**12,064**	**10,515**	**3,738**
5505: Capital Project Reserve Fund	100: General Purpose All Departments	Total Revenues	16,623	-	74,785	58,296	1,455,751
5505: Capital Project Reserve Fund	100: General Purpose All Departments	Beginning Fund Balance	-	-	-	-	-
5505: Capital Project Reserve Fund	100: General Purpose All Departments	Total Expenses	16,623	-	175,773	67,946	-
5505: Capital Project Reserve Fund	**100: General Purpose All Departments**	**Net Balance**	**0**	**-**	**(100,988)**	**(9,650)**	**1,455,751**
5507: PTMISEA Fund	307: Local Transportation	Total Revenues	-	-	106	75	(26)
5507: PTMISEA Fund	307: Local Transportation	Beginning Fund Balance	-	-	-	-	-
5507: PTMISEA Fund	307: Local Transportation	Total Expenses	-	-	-	-	-
5507: PTMISEA Fund	**307: Local Transportation**	**Net Balance**	**-**	**-**	**106**	**75**	**(26)**
5508: Mariposa County Zero Emission Transit Yard Project	307: Local Transportation	Total Revenues	2,553,257	-	1,859,954	-	-
5508: Mariposa County Zero Emission Transit Yard Project	307: Local Transportation	Total Expenses	2,553,257	10,067	93,311	-	-
5508: Mariposa County Zero Emission Transit Yard Project	**307: Local Transportation**	**Net Balance**	**0**	**(10,067)**	**1,766,643**	**-**	**-**
5511: STIP Fund	350: Engineering	Total Revenues	1,041,340	-	-	1,486,189	15,558
5511: STIP Fund	350: Engineering	Beginning Fund Balance	(74,660)	-	-	-	-
5511: STIP Fund	350: Engineering	Total Expenses	1,041,340	101	68,316	987,525	543,541
5511: STIP Fund	**350: Engineering**	**Net Balance**	**0**	**(101)**	**(68,316)**	**498,664**	**(527,983)**
5512: Caltrans Hwy Bridge Program	307: Local Transportation	Total Revenues	-	-	-	-	4,043
5512: Caltrans Hwy Bridge Program	**307: Local Transportation**	**Net Balance**	**-**	**-**	**-**	**-**	**4,043**
5512: Caltrans Hwy Bridge Program	350: Engineering	Total Revenues	9,095,803	91,615	28,409	1,072,026	4,851,599
5512: Caltrans Hwy Bridge Program	350: Engineering	Beginning Fund Balance	(308,575)	-	-	-	-
5512: Caltrans Hwy Bridge Program	350: Engineering	Total Expenses	9,095,803	1,041	216,321	821,792	2,176,688
5512: Caltrans Hwy Bridge Program	**350: Engineering**	**Net Balance**	**0**	**90,573**	**(187,912)**	**250,234**	**2,674,911**

Mariposa County

Budget Compare Summary by Fund and Department
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ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
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Fund		Account	Current Adjusted Budget 2025-2026	YTD Actuals 2025-2026	Actual 2024-2025	Actual 2023-2024	Actual 2022-2023
5520: Fire House Projects	350: Engineering	Total Revenues	194,040	-	-	-	-
5520: Fire House Projects	350: Engineering	Beginning Fund Balance	194,040	-	-	-	-
5520: Fire House Projects	350: Engineering	Total Expenses	194,040	-	-	-	-
5522: Bridge Prevent Maint Prgrm	350: Engineering	Total Revenues	-	-	-	-	-
5522: Bridge Prevent Maint Prgrm	350: Engineering	Beginning Fund Balance	-	-	-	-	-
5522: Bridge Prevent Maint Prgrm	350: Engineering	Total Expenses	-	-	-	141,907	404
5522: Bridge Prevent Maint Prgrm	**350: Engineering**	**Net Balance**	**-**	**-**	**-**	**(141,907)**	**(404)**
5524: Disaster Capital Fund	350: Engineering	Total Revenues	-	-	-	732,894	251,414
5524: Disaster Capital Fund	350: Engineering	Beginning Fund Balance	-	-	-	-	-
5524: Disaster Capital Fund	350: Engineering	Total Expenses	-	-	-	-	752,018
5524: Disaster Capital Fund	**350: Engineering**	**Net Balance**	**-**	**-**	**-**	**732,894**	**(500,604)**
5527: Mpsa Creek Prkwy Restore	249: Planning	Total Revenues	21,964	41,306	17,767	-	40,011
5527: Mpsa Creek Prkwy Restore	249: Planning	Beginning Fund Balance	(192,395)	-	-	-	-
5527: Mpsa Creek Prkwy Restore	249: Planning	Total Expenses	21,964	-	19,742	190,123	44,457
5527: Mpsa Creek Prkwy Restore	**249: Planning**	**Net Balance**	**0**	**41,306**	**(1,975)**	**(190,123)**	**(4,446)**
5530: Yosemite West Leach Field Expansion - 2022	350: Engineering	Total Revenues	255,113	-	-	-	-
5530: Yosemite West Leach Field Expansion - 2022	350: Engineering	Beginning Fund Balance	(181,887)	-	-	-	-
5530: Yosemite West Leach Field Expansion - 2022	350: Engineering	Total Expenses	255,113	122,500	181,887	-	-
5530: Yosemite West Leach Field Expansion - 2022	**350: Engineering**	**Net Balance**	**0**	**(122,500)**	**(181,887)**	**-**	**-**
5536: Downtown Revitalization	350: Engineering	Total Revenues	270,609	-	5,677,672	750,000	-
5536: Downtown Revitalization	350: Engineering	Beginning Fund Balance	(3,286,041)	-	-	-	-
5536: Downtown Revitalization	350: Engineering	Total Expenses	270,609	50,678	3,765,615	2,299,025	157,640
5536: Downtown Revitalization	**350: Engineering**	**Net Balance**	**0**	**(50,678)**	**1,912,057**	**(1,549,025)**	**(157,640)**
5537: Land Acquistions	102: Administration	Total Expenses	-	-	-	-	1,907
5537: Land Acquistions	**102: Administration**	**Net Balance**	**-**	**-**	**-**	**-**	**(1,907)**

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2025-2026

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
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Fund		Account	Current Adjusted Budget 2025-2026	YTD Actuals 2025-2026	Actual 2024-2025	Actual 2023-2024	Actual 2022-2023
5538: Energy Project CIP	350: Engineering	Total Revenues	-	-	52,510	-	1,287,883
5538: Energy Project CIP	350: Engineering	Beginning Fund Balance	-	-	-	-	-
5538: Energy Project CIP	350: Engineering	Total Expenses	-	-	-	-	770,212
5538: Energy Project CIP	**350: Engineering**	**Net Balance**	**-**	**-**	**52,510**	**-**	**517,671**
5539: Mariposa Creek Parkway Phase III Trailhead	249: Planning	Total Revenues	-	-	219,318	292,246	156,221
5539: Mariposa Creek Parkway Phase III Trailhead	249: Planning	Beginning Fund Balance	-	-	-	-	-
5539: Mariposa Creek Parkway Phase III Trailhead	249: Planning	Total Expenses	-	-	218,712	335,760	112,041
5539: Mariposa Creek Parkway Phase III Trailhead	**249: Planning**	**Net Balance**	**-**	**-**	**606**	**(43,514)**	**44,179**
5540: Downtown Gateway Elements	249: Planning	Total Revenues	0	663,552	-	200,000	100,000
5540: Downtown Gateway Elements	249: Planning	Beginning Fund Balance	(713,180)	-	-	-	-
5540: Downtown Gateway Elements	249: Planning	Total Expenses	-	-	378,215	499,494	135,470
5540: Downtown Gateway Elements	**249: Planning**	**Net Balance**	**0**	**663,552**	**(378,215)**	**(299,494)**	**(35,470)**
5541: Land Management Development Services Permitting Software	249: Planning	Total Revenues	170,773	-	74,318	9,080	349,452
5541: Land Management Development Services Permitting Software	249: Planning	Beginning Fund Balance	170,773	-	-	-	-
5541: Land Management Development Services Permitting Software	249: Planning	Total Expenses	170,773	-	109,349	76,859	96,750
5541: Land Management Development Services Permitting Software	**249: Planning**	**Net Balance**	**0**	**-**	**(35,031)**	**(67,780)**	**252,702**
5542: Mariposa Creek Parkway PWD	350: Engineering	Total Revenues	3,956,474	-	20,000	-	-
5542: Mariposa Creek Parkway PWD	350: Engineering	Beginning Fund Balance	(458,526)	-	-	-	-
5542: Mariposa Creek Parkway PWD	350: Engineering	Total Expenses	3,956,474	30,991	281,180	208,017	-
5542: Mariposa Creek Parkway PWD	**350: Engineering**	**Net Balance**	**0**	**(30,991)**	**(261,180)**	**(208,017)**	**-**
5543: Safe Routes to School	350: Engineering	Total Revenues	2,055,953	-	223,374	-	-
5543: Safe Routes to School	350: Engineering	Beginning Fund Balance	166,429	-	-	-	-
5543: Safe Routes to School	350: Engineering	Total Expenses	2,055,953	-	-	56,945	-
5543: Safe Routes to School	**350: Engineering**	**Net Balance**	**0**	**-**	**223,374**	**(56,945)**	**-**
5574: Water Storage Tanks	350: Engineering	Total Revenues	-	-	-	36	146,438

Mariposa County

Budget Compare Summary by Fund and Department
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Fund		Account	Current Adjusted Budget 2025-2026	YTD Actuals 2025-2026	Actual 2024-2025	Actual 2023-2024	Actual 2022-2023
5574: Water Storage Tanks	350: Engineering	Beginning Fund Balance	-	-	-	-	-
5574: Water Storage Tanks	350: Engineering	Total Expenses	-	-	-	1,213	1,195
5574: Water Storage Tanks	**350: Engineering**	**Net Balance**	**-**	**-**	**-**	**(1,177)**	**145,243**
5575: ERP Software Implementation	102: Administration	Total Revenues	-	-	-	-	101,177
5575: ERP Software Implementation	**102: Administration**	**Net Balance**	**-**	**-**	**-**	**-**	**101,177**
5576: Water Storage Tank - FEMA	350: Engineering	Total Revenues	197,166	-	657,595	1,018,470	200,000
5576: Water Storage Tank - FEMA	350: Engineering	Beginning Fund Balance	(1,384,169)	-	-	-	-
5576: Water Storage Tank - FEMA	350: Engineering	Total Expenses	197,166	163,968	1,881,948	1,274,324	110,296
5576: Water Storage Tank - FEMA	**350: Engineering**	**Net Balance**	**0**	**(163,968)**	**(1,224,353)**	**(255,854)**	**89,704**
5577: Sheriff Headquarters	350: Engineering	Total Revenues	55,123	-	-	-	1,500,000
5577: Sheriff Headquarters	350: Engineering	Beginning Fund Balance	55,123	-	-	-	-
5577: Sheriff Headquarters	350: Engineering	Total Expenses	55,123	22,893	122,193	1,279,961	99,097
5577: Sheriff Headquarters	**350: Engineering**	**Net Balance**	**0**	**(22,893)**	**(122,193)**	**(1,279,961)**	**1,400,903**
5578: Coulterville Proposition 1 Water System	350: Engineering	Total Revenues	1,705,858	16,865	31,286	128,483	-
5578: Coulterville Proposition 1 Water System	350: Engineering	Beginning Fund Balance	(414,363)	-	-	-	-
5578: Coulterville Proposition 1 Water System	350: Engineering	Total Expenses	1,705,858	-	485,770	168,067	4,298
5578: Coulterville Proposition 1 Water System	**350: Engineering**	**Net Balance**	**0**	**16,865**	**(454,484)**	**(39,584)**	**(4,298)**
5579: Jail Administrative Offices Expansion	350: Engineering	Total Revenues	-	-	36,500	-	-
5579: Jail Administrative Offices Expansion	350: Engineering	Total Expenses	-	-	-	36,500	-
5579: Jail Administrative Offices Expansion	**350: Engineering**	**Net Balance**	**-**	**-**	**36,500**	**(36,500)**	**-**
5580: Homelessness and Housing - Fixed Asset	402: Behavioral Health	Total Revenues	-	-	-	-	-
5580: Homelessness and Housing - Fixed Asset	402: Behavioral Health	Total Expenses	-	-	-	-	-
5581: Mariposa Creek Parkway Phase IV Infrastructure Improvement	350: Engineering	Total Revenues	1,788,783	-	175,773	4,230	-
5581: Mariposa Creek Parkway Phase IV Infrastructure Improvement	350: Engineering	Beginning Fund Balance	175,223	-	-	-	-
5581: Mariposa Creek Parkway Phase IV Infrastructure Improvement	350: Engineering	Total Expenses	1,788,783	31,255	141,759	-	-

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2025-2026

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Friday, October 03, 2025

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Fund		Account	Current Adjusted Budget 2025-2026	YTD Actuals 2025-2026	Actual 2024-2025	Actual 2023-2024	Actual 2022-2023
5581: Mariposa Creek Parkway Phase IV Infrastructure Improvement	**350: Engineering**	**Net Balance**	**0**	**(31,255)**	**34,014**	**4,230**	**-**
5582: Wawona Ambulance Bay	350: Engineering	Total Revenues	375,000	-	-	-	-
5582: Wawona Ambulance Bay	350: Engineering	Total Expenses	375,000	-	-	-	-
5583: Jail HVAC Replacement	350: Engineering	Total Revenues	3,168,010	3,168,010	-	-	-
5583: Jail HVAC Replacement	350: Engineering	Total Expenses	3,168,010	-	-	-	-
5583: Jail HVAC Replacement	**350: Engineering**	**Net Balance**	**0**	**3,168,010**	**-**	**-**	**-**
6600: Building Fund	236: Building	Total Revenues	1,361,417	238,807	945,070	939,626	1,003,497
6600: Building Fund	236: Building	Beginning Fund Balance	-	-	-	-	-
6600: Building Fund	236: Building	Total Expenses	1,361,417	168,519	1,453,276	1,134,575	1,580,844
6600: Building Fund	**236: Building**	**Net Balance**	**0**	**70,288**	**(508,206)**	**(194,948)**	**(577,347)**
6601: Solid Waste Fund	404: Solid Waste	Total Revenues	4,503,000	652,289	3,429,581	3,149,800	2,507,340
6601: Solid Waste Fund	404: Solid Waste	Beginning Fund Balance	500,000	-	-	-	-
6601: Solid Waste Fund	404: Solid Waste	Total Expenses	4,503,000	845,723	2,984,033	3,016,084	2,588,380
6601: Solid Waste Fund	**404: Solid Waste**	**Net Balance**	**0**	**(193,435)**	**445,548**	**133,716**	**(81,041)**
6601: Solid Waste Fund	408: Plant Operations	Total Revenues	-	-	0	-	1,266
6601: Solid Waste Fund	**408: Plant Operations**	**Net Balance**	**-**	**-**	**0**	**-**	**1,266**
6602: Solid Waste Closure	404: Solid Waste	Total Revenues	3,019,447	-	328,451	273,977	166,243
6602: Solid Waste Closure	404: Solid Waste	Beginning Fund Balance	2,574,447	-	-	-	-
6602: Solid Waste Closure	404: Solid Waste	Total Expenses	3,019,447	-	-	501,145	792,040
6602: Solid Waste Closure	**404: Solid Waste**	**Net Balance**	**0**	**-**	**328,451**	**(227,168)**	**(625,797)**
6606: Transit Fund	505: Transit	Total Revenues	1,059,839	45,692	297,112	670,450	447,892
6606: Transit Fund	505: Transit	Beginning Fund Balance	264,094	-	-	-	-
6606: Transit Fund	505: Transit	Total Expenses	1,059,839	177,306	1,231,091	875,828	205,478
6606: Transit Fund	**505: Transit**	**Net Balance**	**0**	**(131,613)**	**(933,979)**	**(205,377)**	**242,414**

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2025-2026

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Friday, October 03, 2025

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			Current Adjusted Budget	YTD Actuals	Actual		
			2025-2026		2024-2025	2023-2024	2022-2023
Fund		**Account**					
6610: Airport	303: Airport Operations	Total Revenues	280,631	56,088	188,346	181,621	195,685
6610: Airport	303: Airport Operations	Beginning Fund Balance	126,735	-	-	-	-
6610: Airport	303: Airport Operations	Total Expenses	280,631	27,319	153,839	410,056	402,865
6610: Airport	**303: Airport Operations**	**Net Balance**	**0**	**28,769**	**34,507**	**(228,435)**	**(207,180)**
6612: Airport Rehabilitation	303: Airport Operations	Total Revenues	398,635	-	12,045	48,965	8,867
6612: Airport Rehabilitation	303: Airport Operations	Beginning Fund Balance	80,968	-	-	-	-
6612: Airport Rehabilitation	303: Airport Operations	Total Expenses	398,635	-	-	-	12,656
6612: Airport Rehabilitation	**303: Airport Operations**	**Net Balance**	**0**	**-**	**12,045**	**48,965**	**(3,789)**
6616: Plant Operations Fund	408: Plant Operations	Total Revenues	999,908	144,740	823,263	805,280	836,475
6616: Plant Operations Fund	408: Plant Operations	Beginning Fund Balance	-	-	-	-	-
6616: Plant Operations Fund	408: Plant Operations	Total Expenses	999,908	124,940	838,744	732,302	883,497
6616: Plant Operations Fund	**408: Plant Operations**	**Net Balance**	**0**	**19,800**	**(15,481)**	**72,978**	**(47,022)**
6701: Solid Waste Equipment Replacement	404: Solid Waste	Total Revenues	463,897	-	45,683	88,792	101,737
6701: Solid Waste Equipment Replacement	404: Solid Waste	Beginning Fund Balance	304,740	-	-	-	-
6701: Solid Waste Equipment Replacement	404: Solid Waste	Total Expenses	463,897	-	110,966	-	-
6701: Solid Waste Equipment Replacement	**404: Solid Waste**	**Net Balance**	**0**	**-**	**(65,283)**	**88,792**	**101,737**
7700: Fleet Maintenance	170: Fleet	Total Revenues	2,163,864	323,093	2,092,136	1,567,138	1,560,839
7700: Fleet Maintenance	170: Fleet	Beginning Fund Balance	84,836	-	-	-	-
7700: Fleet Maintenance	170: Fleet	Total Expenses	2,163,864	354,746	2,006,159	1,425,003	1,548,850
7700: Fleet Maintenance	**170: Fleet**	**Net Balance**	**0**	**(31,653)**	**85,977**	**142,136**	**11,988**
7702: Fire Department Vehicle Replacement Fund	170: Fleet	Total Revenues	1,683,088	31,757	296,210	828,685	629,669
7702: Fire Department Vehicle Replacement Fund	170: Fleet	Beginning Fund Balance	1,299,088	-	-	-	-
7702: Fire Department Vehicle Replacement Fund	170: Fleet	Total Expenses	1,683,088	603,621	425,256	678,875	36,415
7702: Fire Department Vehicle Replacement Fund	**170: Fleet**	**Net Balance**	**0**	**(571,864)**	**(129,046)**	**149,810**	**593,254**
7703: Vehicle Replacement Fund	170: Fleet	Total Revenues	395,001	70,864	452,408	316,050	771,874
7703: Vehicle Replacement Fund	170: Fleet	Beginning Fund Balance	65,001	-	-	-	-
7703: Vehicle Replacement Fund	170: Fleet	Total Expenses	395,001	152,956	838,636	436,987	361,599

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2025-2026

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Friday, October 03, 2025

:

Fund		Account	Current Adjusted Budget 2025-2026	YTD Actuals 2025-2026	Actual 2024-2025	Actual 2023-2024	Actual 2022-2023
7703: Vehicle Replacement Fund	**170: Fleet**	**Net Balance**	**0**	**(82,092)**	**(386,228)**	**(120,937)**	**410,275**
7704: Heavy Equipment Replacement Fund	300: Roads	Total Revenues	1,062,092	96,941	581,667	817,853	934,753
7704: Heavy Equipment Replacement Fund	300: Roads	Beginning Fund Balance	666,092	-	-	-	-
7704: Heavy Equipment Replacement Fund	300: Roads	Total Expenses	1,062,092	-	565,231	227,328	177,728
7704: Heavy Equipment Replacement Fund	**300: Roads**	**Net Balance**	**0**	**96,941**	**16,436**	**590,524**	**757,025**
7705: General Insurance Fund	100: General Purpose All Departments	Total Revenues	3,432,365	694,237	2,950,952	2,680,817	2,466,140
7705: General Insurance Fund	100: General Purpose All Departments	Total Expenses	3,432,365	1,077,229	2,898,709	2,664,195	2,423,568
7705: General Insurance Fund	**100: General Purpose All Departments**	**Net Balance**	**0**	**(382,992)**	**52,243**	**16,622**	**42,572**
7706: Workers Comp Fund	100: General Purpose All Departments	Total Revenues	1,026,142	7,731	464,687	1,427,309	924,941
7706: Workers Comp Fund	100: General Purpose All Departments	Total Expenses	1,026,142	524,530	2,196,525	(164,822)	379,841
7706: Workers Comp Fund	**100: General Purpose All Departments**	**Net Balance**	**0**	**(516,799)**	**(1,731,838)**	**1,592,131**	**545,100**
7707: General Liability Fund	100: General Purpose All Departments	Total Revenues	2,357,235	-	3,177,361	1,495,317	1,336,671
7707: General Liability Fund	100: General Purpose All Departments	Beginning Fund Balance	-	-	-	-	-
7707: General Liability Fund	100: General Purpose All Departments	Total Expenses	2,357,235	1,012,453	2,598,288	1,984,277	1,371,036
7707: General Liability Fund	**100: General Purpose All Departments**	**Net Balance**	**0**	**(1,012,453)**	**579,073**	**(488,960)**	**(34,365)**
9002	000: No Department	Total Revenues	-	590,151	(1)	0	0
9002	**000: No Department**	**Net Balance**	**-**	**590,151**	**(1)**	**0**	**0**

	Adjusted Budget 2025-2026	Historical 2025-2026	Actual vs. Curr % Utilization	Historical 2024-2025	Historical 2023-2024	Historical 2022-2023
D10: Administration Department						
41000: Taxes	37,622,122	6,159,748	16%	38,707,406	38,254,057	32,860,044
42000: License and Permits	239,810	-	-	240,513	204,862	221,008
43000: Total Fines Forfeitures and Penalties	16,400	5,552	34%	19,203	19,677	16,848
44000: Interest	23,561	-	-	489,351	560,556	-314,989
45000: State Revenue	7,504,507	21,971	0%	222,864	3,062,391	12,053,900
46000: Federal Revenue	1,546,543	-	-	1,547,296	3,285,952	1,674,251
47000: Fees For Services	109,700	34,660	32%	145,351	145,647	126,503
48000: Miscellaneous Revenue	6,169,776	733,396	12%	5,897,395	5,813,899	5,467,828
49000: Transfer In	7,785,269	451	0%	4,142,714	4,498,484	4,494,682
49999: Beginning Fund Balance	-4,184,670	-	-	-	-	-
Revenue: Total Revenues	**56,833,018**	**6,955,778**	**12%**	**51,412,093**	**55,845,526**	**56,600,075**
50000: Salaries and Benefits	5,823,176	1,156,040	20%	5,387,815	4,904,098	5,118,425
60000: Operating Expense	8,449,049	3,024,736	36%	8,341,279	9,299,330	25,506,973
70000: Fixed Assets	-916,937	45,261	-5%	1,463,491	3,111,440	555,719
80000: Transfers and Appropriations for Contingencies	6,606,562	-	-	4,463,501	3,058,443	6,379,568
90000: Appropriations for Reserves and Contingencies	844,957	-	-	-	-	-
Expense: Total Expenses	**20,806,807**	**4,226,036**	**20%**	**19,656,086**	**20,373,311**	**37,560,685**
Net Balance	**36,026,211**	**2,729,741**	**8%**	**31,756,007**	**35,472,216**	**19,039,390**
D11: Assessor/Recorder Department						
41000: Taxes	-	-	-	-	-	1,633
44000: Interest	4,800	-	-	16,390	18,273	-6,216
47000: Fees For Services	124,000	27,145	22%	127,381	125,888	126,192
48000: Miscellaneous Revenue	1,526	680	45%	452	8,565	-108
49000: Transfer In	-	-	-	37,587	123,400	123,400
49999: Beginning Fund Balance	261,820	-	-	-	-	-
Revenue: Total Revenues	**392,146**	**27,825**	**7%**	**181,810**	**276,126**	**244,901**
50000: Salaries and Benefits	1,506,211	238,845	16%	1,430,062	1,254,362	1,182,389
60000: Operating Expense	235,010	40,062	17%	276,020	369,671	388,151
70000: Fixed Assets	208,886	9,882	5%	2,288	0	0
80000: Transfers and Appropriations for Contingencies	34,904	-	-	69,779	123,400	0
Expense: Total Expenses	**1,985,011**	**288,789**	**15%**	**1,778,149**	**1,747,433**	**1,570,539**
Net Balance	**-1,592,865**	**-260,963**	**16%**	**-1,596,339**	**-1,471,306**	**-1,325,638**
D12: Auditor Department						
41000: Taxes	1,000	901	90%	3,822	32,093	7,178
44000: Interest	1,540	0	0%	18,448	41,263	-11,210
47000: Fees For Services	105,000	8,063	8%	118,509	125,237	803,821

	Adjusted Budget 2025-2026	Historical 2025-2026	Actual vs. Curr % Utilization	Historical 2024-2025	Historical 2023-2024	Historical 2022-2023
48000: Miscellaneous Revenue	-	43	-	0	140	0
49000: Transfer In	16,800	-	-	127,725	72,000	76,800
Revenue: Total Revenues	**159,439**	**9,007**	**6%**	**268,504**	**270,733**	**876,589**
50000: Salaries and Benefits	1,379,144	208,999	15%	1,231,115	1,163,211	1,232,681
60000: Operating Expense	264,339	112,049	42%	178,752	395,261	252,149
70000: Fixed Assets	-	-	-	74,229	80,000	-
80000: Transfers and Appropriations for Contingencies	32,197	-	-	33,436	546,850	83
Expense: Total Expenses	**1,675,680**	**321,048**	**19%**	**1,517,532**	**2,185,322**	**1,484,913**
Net Balance: Net Balance	**-1,516,241**	**-312,042**	**21%**	**-1,249,028**	**-1,914,589**	**-608,324**
D13: Board of Supervisors Department						
43000: Total Fines Forfeitures and Penalties	450	302	67%	603	997	564
44000: Interest	350	-	-	949	713	-253
48000: Miscellaneous Revenue	-	-	-	202	20	9
49999: Beginning Fund Balance	20,474	-	-	-	-	-
Revenue: Total Revenues	**21,274**	**302**	**1%**	**1,754**	**1,731**	**320**
50000: Salaries and Benefits	909,459	153,628	17%	839,213	761,694	754,226
60000: Operating Expense	177,034	52,802	30%	200,060	100,189	195,493
70000: Fixed Assets	-	-	-	-	-	22,269
80000: Transfers and Appropriations for Contingencies	21,137	-	-	30,644	0	0
Expense: Total Expenses	**1,107,630**	**206,430**	**19%**	**1,069,917**	**861,883**	**971,989**
Net Balance	**-1,086,356**	**-206,128**	**19%**	**-1,068,163**	**-860,153**	**-971,668**
D14: County Counsel Department						
47000: Fees For Services	-	-	-	-	57,914	74,376
49000: Transfer In	50,000	-	-	43,439	-	0
Revenue: Total Revenues	**50,000**	**-**	**-**	**43,439**	**57,914**	**74,376**
50000: Salaries and Benefits	696,465	118,280	17%	742,420	689,062	695,511
60000: Operating Expense	41,757	2,257	5%	41,892	78,468	67,661
80000: Transfers and Appropriations for Contingencies	19,091	-	-	18,920	0	0
Expense: Total Expenses	**757,313**	**120,537**	**16%**	**803,232**	**767,530**	**763,171**
Net Balance	**-707,313**	**-120,537**	**17%**	**-759,793**	**-709,616**	**-688,796**
D16: Treasurer Tax Collector County Clerk Department						
44000: Interest	50,000	-	-	190,199	-13,947	-14,097
45000: State Revenue	176,240	75,198	43%	906	56,167	124,285
47000: Fees For Services	698,261	58,231	8%	789,879	3,492,821	733,967
48000: Miscellaneous Revenue	-	-1	-	-351	-133	-154
49000: Transfer In	-	-	-	26,320	20,000	0
49999: Beginning Fund Balance	3,368,916	-	-	-	-	-

	Adjusted Budget 2025-2026	Historical 2025-2026	Actual vs. Curr % Utilization	Historical 2024-2025	Historical 2023-2024	Historical 2022-2023
Revenue: Total Revenues	**4,293,417**	**133,428**	**3%**	**1,006,953**	**3,554,907**	**844,001**
50000: Salaries and Benefits	1,001,676	166,411	17%	948,144	814,642	853,200
60000: Operating Expense	4,196,085	462,037	11%	845,521	764,131	757,899
70000: Fixed Assets	-	-	-	19,692	-	25,000
80000: Transfers and Appropriations for Contingencies	24,664	-	-	45,596	20,000	0
Expense: Total Expenses	**5,222,425**	**628,448**	**12%**	**1,858,953**	**1,598,773**	**1,636,099**
Net Balance	**-929,008**	**-495,021**	**53%**	**-852,000**	**1,956,134**	**-792,099**
D20: Planning Department						
44000: Interest	-	1,711	-	26,127	11,770	3,949
45000: State Revenue	4,139,863	895,352	22%	1,164,730	954,452	688,794
46000: Federal Revenue	77,395	-	-	639,000	339,198	770,536
47000: Fees For Services	338,324	35,131	10%	210,401	157,446	163,635
48000: Miscellaneous Revenue	12,500	-	-	63,307	327,361	411,470
49000: Transfer In	94,359	-	-	50,920	30,651	451,427
49999: Beginning Fund Balance	-748,096	-	-	-	-	-
Revenue: Total Revenues	**3,914,345**	**932,194**	**24%**	**2,154,485**	**1,820,878**	**2,489,810**
50000: Salaries and Benefits	2,393,325	366,507	15%	2,153,627	1,984,755	1,807,834
60000: Operating Expense	2,693,808	198,560	7%	1,069,818	1,394,525	1,895,823
70000: Fixed Assets	1,268,134	-	-	1,038,153	851,327	344,262
80000: Transfers and Appropriations for Contingencies	299,817	-	-	141,512	32,362	326,427
Expense: Total Expenses	**6,655,084**	**565,067**	**8%**	**4,403,110**	**4,262,970**	**4,374,345**
Net Balance	**-2,740,739**	**367,126**	**-13%**	**-2,248,625**	**-2,442,091**	**-1,884,535**
D21: Agricultural Commissioner Department						
45000: State Revenue	420,848	19,246	5%	424,717	309,343	340,309
47000: Fees For Services	47,000	95	0%	19,269	7,706	2,485
49000: Transfer In	-	-	-	10,000	0	-
Revenue: Total Revenues	**467,848**	**19,341**	**4%**	**453,986**	**317,049**	**342,794**
50000: Salaries and Benefits	652,365	99,270	15%	536,048	471,402	444,999
60000: Operating Expense	167,942	22,786	14%	203,533	219,946	182,687
80000: Transfers and Appropriations for Contingencies	13,475	-	-	12,452	0	0
Expense: Total Expenses	**833,782**	**122,056**	**15%**	**752,033**	**691,348**	**627,686**
Net Balance	**-365,934**	**-102,715**	**28%**	**-298,047**	**-374,299**	**-284,892**
D22: District Attorney Department						
43000: Total Fines Forfeitures and Penalties	500	158	32%	500	940	671
44000: Interest	2,320	-	-	711	-817	-1,031
45000: State Revenue	139,000	11,277	8%	137,453	39,318	44,358
46000: Federal Revenue	305,225	-	-	255,997	308,562	392,912

	Adjusted Budget 2025-2026	Historical 2025-2026	Actual vs. Curr % Utilization	Historical 2024-2025	Historical 2023-2024	Historical 2022-2023
48000: Miscellaneous Revenue	-	-	-	-	33,395	25,316
49000: Transfer In	189,266	-	-	73,916	31,899	47,024
49999: Beginning Fund Balance	31,052	-	-	-	-	-
Revenue: Total Revenues	**667,363**	**11,435**	**2%**	**468,577**	**413,298**	**509,250**
50000: Salaries and Benefits	1,748,417	200,300	11%	1,547,681	1,663,243	1,643,194
60000: Operating Expense	407,495	38,263	9%	266,850	370,970	331,467
70000: Fixed Assets	-	-	-	2,109	7,483	22,778
80000: Transfers and Appropriations for Contingencies	45,501	-	-	38,680	11,444	103,897
Expense: Total Expenses	**2,201,413**	**238,563**	**11%**	**1,855,320**	**2,053,140**	**2,101,335**
Net Balance	**-1,534,050**	**-227,129**	**15%**	**-1,386,743**	**-1,639,842**	**-1,592,086**
D23: Fire Department						
44000: Interest	1,500	-	-	3,969	4,171	-3,620
45000: State Revenue	502,190	77,935	16%	907,463	1,086,474	669,658
46000: Federal Revenue	-	-	-	-	64,204	62,402
47000: Fees For Services	1,000	0	0%	1,076	502	300
48000: Miscellaneous Revenue	-	2,550	-	15	28,427	-
49000: Transfer In	1,775,594	-	-	919,230	546,850	-
49999: Beginning Fund Balance	102,927	-	-	-	-	-
Revenue: Total Revenues	**2,383,211**	**80,485**	**3%**	**1,831,753**	**1,730,628**	**728,740**
50000: Salaries and Benefits	854,090	141,743	17%	785,808	621,056	613,566
60000: Operating Expense	1,819,427	149,152	8%	1,948,025	2,722,905	1,924,189
70000: Fixed Assets	-	-	-	80,579	930,339	381,294
80000: Transfers and Appropriations for Contingencies	69,180	-	-	63,060	0	0
Expense: Total Expenses	**2,742,697**	**290,895**	**11%**	**2,877,472**	**4,274,300**	**2,919,048**
Net Balance	**-359,486**	**-210,410**	**59%**	**-1,045,719**	**-2,543,672**	**-2,190,308**
D24: Probation Department						
43000: Total Fines Forfeitures and Penalties	2,075	303	15%	1,678	2,503	1,231
44000: Interest	68,878	-	-	159,999	138,493	-39,945
45000: State Revenue	2,310,354	317,901	14%	2,053,582	2,447,984	2,682,700
46000: Federal Revenue	455,537	-	-	122,842	55,966	88,569
47000: Fees For Services	50,000	3,721	7%	22,631	55,006	64,481
48000: Miscellaneous Revenue	-	-	-	33,800	-	4,634
49000: Transfer In	685,021	-	-	76,592	85,764	69,217
49999: Beginning Fund Balance	3,553,807	-	-	-	-	-
Revenue: Total Revenues	**7,125,672**	**321,925**	**5%**	**2,471,124**	**2,785,715**	**2,870,887**
50000: Salaries and Benefits	3,231,609	451,583	14%	2,643,598	2,347,174	2,453,968
60000: Operating Expense	3,033,042	236,791	8%	988,802	972,903	695,468
70000: Fixed Assets	1,080,056	11,277	1%	139,750	86,569	100,611

	Adjusted Budget 2025-2026	Historical 2025-2026	Actual vs. Curr % Utilization	Historical 2024-2025	Historical 2023-2024	Historical 2022-2023
80000: Transfers and Appropriations for Contingencies	1,232,922	91	0%	560,721	1,083,910	614,094
90000: Appropriations for Reserves and Contingencies	300,000	-	-	-	-	-
Expense: Total Expenses	**8,877,629**	**699,742**	**8%**	**4,332,871**	**4,490,556**	**3,864,141**
Net Balance	**-1,751,957**	**-377,817**	**22%**	**-1,861,747**	**-1,704,841**	**-993,254**
D25: Sheriff Department						
42000: License and Permits	1,500	637	42%	3,392	-	-
43000: Total Fines Forfeitures and Penalties	3,505	2,303	66%	7,806	7,961	6,160
44000: Interest	16,220	-	-	83,954	24,278	-9,032
45000: State Revenue	3,140,573	211,190	7%	4,011,615	3,768,954	3,012,082
46000: Federal Revenue	343,772	36,399	11%	277,810	175,609	262,153
47000: Fees For Services	25,350	6,580	26%	51,619	685	1,918
48000: Miscellaneous Revenue	135,787	7,721	6%	113,242	146,110	84,502
49000: Transfer In	2,657,811	-	-	1,662,541	719,449	951,863
49999: Beginning Fund Balance	1,773,869	-	-	-	-	-
Revenue: Total Revenues	**8,098,387**	**264,830**	**3%**	**6,211,979**	**4,843,047**	**4,309,646**
50000: Salaries and Benefits	14,413,788	2,402,464	17%	13,184,086	12,840,451	12,217,497
60000: Operating Expense	6,369,073	1,173,363	18%	3,871,516	3,836,670	3,958,594
70000: Fixed Assets	125,000	28,348	23%	539,156	247,527	208,612
80000: Transfers and Appropriations for Contingencies	2,271,357	-	-	2,072,184	1,458,999	995,109
Expense: Total Expenses	**23,179,218**	**3,604,174**	**16%**	**19,666,942**	**18,383,647**	**17,379,812**
Net Balance	**-15,080,831**	**-3,339,344**	**22%**	**-13,454,963**	**-13,540,600**	**-13,070,166**
D26: Child Support Services Department						
44000: Interest	1,000	-	-	26,991	-1,290	-
45000: State Revenue	247,512	75,660	31%	235,371	237,724	189,551
46000: Federal Revenue	480,465	125,437	26%	355,404	448,144	410,409
49000: Transfer In	727,977	-	-	1,001,628	224,960	599,960
Revenue: Total Revenues	**1,456,954**	**201,097**	**14%**	**1,619,394**	**909,538**	**1,199,920**
50000: Salaries and Benefits	616,636	90,340	15%	576,670	492,983	495,212
60000: Operating Expense	22,951	1,626	7%	24,283	24,284	26,309
80000: Transfers and Appropriations for Contingencies	817,367	360	0%	1,057,303	269,154	665,748
Expense: Total Expenses	**1,456,954**	**92,327**	**6%**	**1,658,256**	**786,421**	**1,187,270**
Net Balance	**0**	**108,770**	**-**	**-38,862**	**123,117**	**12,650**
D27: Building Department						
44000: Interest	7,860	-	-	14,041	22,402	-6,760
47000: Fees For Services	880,000	238,807	27%	929,289	865,304	861,198
48000: Miscellaneous Revenue	-	-	-	1,740	9,670	6,808
49000: Transfer In	473,557	-	-	-	42,251	142,251

	Adjusted Budget	Historical	Actual vs. Curr	Historical	Historical	Historical
	2025-2026	2025-2026	% Utilization	2024-2025	2023-2024	2022-2023
Revenue: Total Revenues	**1,361,417**	**238,807**	**18%**	**945,070**	**939,626**	**1,003,497**
50000: Salaries and Benefits	898,017	146,639	16%	877,884	716,189	1,122,782
60000: Operating Expense	126,400	21,880	17%	173,152	314,526	254,604
70000: Fixed Assets	-	-	-	-	161	276
80000: Transfers and Appropriations for Contingencies	337,000	-	-	402,240	103,699	203,183
Expense: Total Expenses	**1,361,417**	**168,519**	**12%**	**1,453,276**	**1,134,575**	**1,580,844**
Net Balance	**0**	**70,288**	**-**	**-508,206**	**-194,948**	**-577,347**
D30: Public Works Department						
41000: Taxes	497,435	-	-	623,789	591,910	546,622
43000: Total Fines Forfeitures and Penalties	95,000	27,535	29%	94,127	97,597	72,202
44000: Interest	235,350	-	-	688,234	478,145	-206,471
45000: State Revenue	21,098,531	713,271	3%	7,703,437	8,423,969	5,685,711
46000: Federal Revenue	19,086,138	124,190	1%	5,628,486	2,075,260	5,385,910
47000: Fees For Services	4,684,690	954,896	20%	4,259,033	6,084,665	5,464,529
48000: Miscellaneous Revenue	4,907,026	3,446,087	70%	1,394,645	2,155,187	4,323,249
49000: Transfer In	6,460,318	531,525	8%	5,775,995	5,232,288	7,266,852
49999: Beginning Fund Balance	5,649,929	-	-	-	-	-
Revenue: Total Revenues	**62,714,417**	**5,797,504**	**9%**	**26,167,746**	**25,139,020**	**28,538,603**
50000: Salaries and Benefits	11,001,624	1,668,078	15%	9,530,765	8,301,214	7,312,193
60000: Operating Expense	20,550,307	1,984,575	10%	8,100,428	8,637,244	8,060,166
70000: Fixed Assets	34,624,885	2,354,953	7%	11,677,111	7,559,901	6,534,549
80000: Transfers and Appropriations for Contingencies	2,916,669	-	-	2,721,905	4,299,985	4,000,452
Expense: Total Expenses	**69,093,485**	**6,007,606**	**9%**	**32,030,209**	**28,798,344**	**25,907,360**
Net Balance	**-6,379,068**	**-210,102**	**3%**	**-5,862,463**	**-3,659,324**	**2,631,243**
D60: Library Department						
44000: Interest	1,200	-	-	19,846	13,887	-4,937
45000: State Revenue	43,095	-	-	93,058	61,160	40,840
47000: Fees For Services	5,000	1,589	32%	5,334	4,296	6,811
48000: Miscellaneous Revenue	5,000	18,000	360%	1,543	3,508	-
49000: Transfer In	22,287	-	-	7,309	-	-
49999: Beginning Fund Balance	382,954	-	-	-	-	-
Revenue: Total Revenues	**459,536**	**19,589**	**4%**	**127,090**	**82,852**	**42,714**
50000: Salaries and Benefits	576,492	101,006	18%	592,419	546,639	496,543
60000: Operating Expense	529,762	85,667	16%	259,847	271,055	228,661
80000: Transfers and Appropriations for Contingencies	37,890	-	-	21,221	0	0
Expense: Total Expenses	**1,144,144**	**186,674**	**16%**	**873,487**	**817,693**	**725,204**
Net Balance	**-684,608**	**-167,084**	**24%**	**-746,397**	**-734,841**	**-682,490**

	Adjusted Budget 2025-2026	Historical 2025-2026	Actual vs. Curr % Utilization	Historical 2024-2025	Historical 2023-2024	Historical 2022-2023
D61: University of California Cooperative Extension Department						
50000: Salaries and Benefits	266,824	40,649	15%	227,829	199,194	219,918
60000: Operating Expense	67,525	12,559	19%	70,207	63,723	41,406
80000: Transfers and Appropriations for Contingencies	5,622	-	-	6,164	0	44,000
Expense: Total Expenses	**339,971**	**53,209**	**16%**	**304,200**	**262,917**	**305,323**
Net Balance	**-339,971**	**-53,209**	**16%**	**-304,200**	**-262,917**	**-305,323**
D99: Health and Human Services Department						
43000: Total Fines Forfeitures and Penalties	11,028	3,858	35%	12,799	13,350	9,970
44000: Interest	1,156	-	-	-148,299	-89,113	73,795
45000: State Revenue	33,805,989	2,465,488	7%	31,098,130	27,430,714	27,498,919
46000: Federal Revenue	10,535,083	1,508,237	14%	7,907,538	6,951,341	7,030,547
47000: Fees For Services	548,153	89,098	16%	571,387	831,264	1,022,654
48000: Miscellaneous Revenue	554,736	268,110	48%	1,102,880	444,537	489,654
49000: Transfer In	37,138,073	1,257,497	3%	27,882,625	32,394,558	31,252,721
49999: Beginning Fund Balance	3,033,487	-	-	-	-	-
Revenue: Total Revenues	**85,627,705**	**5,592,288**	**7%**	**68,427,060**	**67,976,651**	**67,378,260**
50000: Salaries and Benefits	25,880,940	3,890,665	15%	22,291,195	19,948,187	19,823,986
60000: Operating Expense	21,349,673	4,105,669	19%	18,765,528	19,425,293	17,575,271
70000: Fixed Assets	883,963	59,375	7%	664,687	1,322,922	498,194
80000: Transfers and Appropriations for Contingencies	38,470,913	1,257,497	3%	30,503,494	33,014,685	32,143,637
Expense: Total Expenses	**86,585,489**	**9,313,207**	**11%**	**72,224,904**	**73,711,087**	**70,041,088**
Net Balance	**-957,784**	**-3,720,919**	**388%**	**-3,797,844**	**-5,734,436**	**-2,662,828**

Account	Adjusted Budget 2025-2026	Historical 2025-2026	Actual Vs Curr % Utilization	Historical 2024-2025	Historical 2023-2024	Historical 2022-2023
41000: Taxes	**38,120,557**	**6,160,649**	**16%**	**39,335,017**	**38,878,060**	**33,415,476**
42000: License and Permits	**241,310**	**637**	**0%**	**243,905**	**204,862**	**221,008**
43000: Total Fines Forfeitures and Penalties	**128,958**	**40,010**	**31%**	**136,716**	**143,024**	**107,646**
44000: Interest	**415,735**	**1,711**	**0%**	**1,590,910**	**1,208,785**	**-540,817**
45000: State Revenue	**73,528,702**	**4,884,487**	**7%**	**48,053,326**	**47,878,650**	**53,031,106**
46000: Federal Revenue	**32,830,158**	**1,794,263**	**5%**	**16,734,373**	**13,704,237**	**16,077,689**
47000: Fees For Services	**7,616,478**	**1,458,017**	**19%**	**7,251,159**	**11,954,381**	**9,452,870**
48000: Miscellaneous Revenue	**11,786,351**	**4,476,586**	**38%**	**8,608,870**	**8,970,686**	**10,813,207**
49000: Transfer In	**58,076,332**	**1,789,473**	**3%**	**41,838,541**	**44,022,555**	**45,476,197**
49999: Beginning Fund Balance	13,281,568	-	-	-	-	-
51111: Regular salaries and wages	39,764,101	5,779,221	15%	34,516,093	32,555,023	31,121,467
51112: Extra Help	1,988,695	320,654	16%	1,915,030	1,586,074	1,848,820
51114: Volunteer Fire Personnel	120,000	29,895	25%	111,482	6,312	144,495
51115: Overtime	609,579	177,303	29%	897,502	926,412	1,409,234
51116: Overtime Straight to Extra Straight Hours	5,350	1,126	21%	15,986	33,394	46,504
51201: FLSA Adjustment	1,100	-	-	0	0	-
51202: Longevity Pay	392,208	64,138	16%	323,514	267,399	290,077
51204: Confidential Stipend	32,886	5,350	16%	31,356	31,844	30,570
51205: Out of Class Pay	-	12,981	-	102,522	95,430	56,098
51207: Standby Call Back Pay	154,250	26,351	17%	164,728	180,593	227,976
51208: Shift Differential	65,000	14,110	22%	69,506	56,170	52,561
51209: Out of Area Pay	2,400	400	17%	2,400	2,167	1,200
51211: Post Certificate Pay	319,323	58,613	18%	258,383	202,813	205,173
51212: Field Training	24,500	3,639	15%	16,788	16,887	16,529
51213: Uniform Allowance	76,424	12,021	16%	70,853	72,583	70,559
51214: Professional Engineer Certificate Incentive Pay	15,234	2,704	18%	14,165	12,883	12,387
51215: Incentive Pay - PERS	168,281	31,102	18%	177,402	162,004	210,363
51217: Training Pay Premium	3,500	858	25%	3,702	-	-
52101: Retirement - Employer	5,009,083	745,228	15%	4,495,359	4,234,849	4,276,286
52102: Unfunded Liability Payment Total	7,166,797	1,234,410	17%	6,534,744	5,506,451	5,380,891
52103: Retirement - Employee	-	-	-	4,431	-	-
52104: GASB 68 Net Pension Liability Expense	-	-	-	-	-	137,701
52201: Medical - Active Employees	6,005,336	879,362	15%	5,220,852	4,264,743	4,003,603
52202: Dental - Active Employees	346,427	55,976	16%	342,761	362,515	378,495
52203: Vision - Active Employees	67,903	10,935	16%	65,606	65,201	63,099
52204: Fiduciary fund aggregate benefits	-	0	-	0	0	0
52205: Life Insurance	25,101	3,596	14%	21,606	21,439	20,303
52206: Cash Cafeteria Plan	1,184,787	208,411	18%	1,387,347	1,099,093	1,108,578

	Adjusted Budget 2025-2026	Historical 2025-2026	Actual Vs Curr % Utilization	Historical 2024-2025	Historical 2023-2024	Historical 2022-2023
52207: GASB 75 Net OPEB Liability	-	-	-	-	-	1,710
52208: Medical Insurance Administrative Fee	25,209	2,932	12%	17,480	17,699	13,602
52209: Group Health for Retirees Expense	3,036,366	696,875	23%	2,541,225	2,271,319	2,093,268
52301: Social Security Total	2,696,508	388,382	14%	2,338,588	2,153,834	2,102,591
52302: Medicare Total	666,141	97,708	15%	577,694	530,322	525,140
52303: SDI Total	452,443	70,738	16%	403,128	325,546	316,684
52401: Accrued Benefits	449,745	21,338	5%	314,514	348,747	206,230
52501: Workers Compensation	-	0	-	0	0	0
52502: Group Health for Retirees	2,975,581	685,088	23%	2,507,861	2,213,999	2,036,568
52503: Unemployment	-	-	-	61,771	95,813	79,360
60101: Uniforms / Clothing	90,045	21,765	24%	87,659	64,659	92,207
60102: Food	32,719	8,880	27%	31,983	24,029	241,814
60103: Safety Equipment	589,005	13,283	2%	391,970	323,106	451,784
60104: Volunteer Stipend	25,000	-	-	11,210	18,520	22,470
60105: Employee Appreciation	14,950	121	1%	17,005	12,762	19,538
60106: Pre-Employment and Qualification Testing Expenses	15,700	5,686	36%	18,671	11,161	12,704
60107: CalPERS Fees and Penalties	1,200	800	67%	1,131	31	569
60111: Training and Seminars	585,000	58,695	10%	296,688	381,743	267,545
60112: Post Training	64,000	19,335	30%	22,638	16,354	27,188
60113: Training In Service	13,000	-	-	-	7,066	-
60115: STC Training - Probation	11,655	5,552	48%	9,630	9,639	9,685
60116: STC Training - Jail	12,000	-	-	13,288	9,420	4,180
60121: Meals	85,601	11,720	14%	51,266	58,314	71,538
60122: Lodging	297,716	34,461	12%	170,819	200,646	177,019
60123: Mileage	47,998	7,059	15%	38,676	39,374	25,055
60124: Transportation - Employee	26,964	8,470	31%	32,024	31,055	31,171
60125: Employee Expense Report Over/Short	-	-1,362	-	24	326	1
60131: Maintenance - Equipment	1,509,287	211,024	14%	960,347	1,002,095	684,714
60132: Maintenance - Buildings and Improvements	825,286	133,825	16%	374,292	292,808	307,518
60151: Medical Supplies	11,384	1,544	14%	6,398	12,897	11,042
60152: Emergency Response Supplies	20,500	1,485	7%	42,829	15,912	49,285
60153: Special Departmental Supplies	377,378	33,439	9%	297,463	214,508	242,340
60154: Jury and Witness Expense	29,000	3,926	14%	6,303	19,484	18,615
60155: Small Tools	72,493	14,282	20%	71,321	60,186	45,900
60156: Materials	647,644	83,076	13%	349,118	488,781	432,656
60157: Ammunition	28,250	114	0%	6,436	4,993	7,751
60181: Medical and Laboratory Expenses	518,869	105,376	20%	562,208	592,987	505,410
60191: Memberships	206,065	111,370	54%	175,024	167,907	173,827
60201: Miscellaneous Expense	11,124,380	6,995	0%	128,038	622,279	1,098,673
60211: Copy Machine Expense	136,518	1,074	1%	159,305	154,445	169,346

	Adjusted Budget 2025-2026	Historical 2025-2026	Actual Vs Curr % Utilization	Historical 2024-2025	Historical 2023-2024	Historical 2022-2023
60212: Printing Expenses	15,350	1,950	13%	12,515	22,991	26,221
60213: Office Supplies	335,009	41,884	13%	282,013	376,068	416,378
60214: Postage	104,873	33,671	32%	129,015	113,807	133,185
60215: Janitorial Supplies	124,500	18,708	15%	88,515	105,013	102,001
60216: Storage - File, Furniture, and Equipment	13,550	6,654	49%	141,325	18,920	18,639
60241: Workers Compensation	600,142	174,340	29%	579,827	429,770	159,360
60242: Workers Compensation Fund Assessment	28,000	-	-	25,398	7,494	7,846
60243: Workers Compensation Administration	90,000	21,744	24%	86,343	63,333	81,984
60244: Excess Workers Compensation	308,000	288,647	94%	296,038	292,054	13,635
60245: Worker's Compensation Bill Review and Medical Management	-	3,500	-	21,000	21,000	19,250
60251: General Liability and Property	202,049	204,293	101%	1,733,590	1,230,161	878,971
60252: Liability Insurance Premium	1,338,035	970,599	73%	10,118	14,418	13,132
60253: Liability Insurance Administration	19,200	-	-	19,821	2,896,720	2,934,985
60261: Unemployment Insurance	-	22,655	-	26,164	115,549	82,062
60271: Special Departmental Insurance	168,450	132,437	79%	101,930	94,401	91,462
60281: Pollution Insurance	7,500	4,193	56%	6,582	21,715	16,303
60301: General Professional Services	12,269,499	519,794	4%	2,908,150	5,392,513	23,724,208
60302: Design, Architectural, Engineering	75,000	-	-	169,455	548,861	766,399
60303: Accounting and Auditing Services	82,158	69,790	85%	81,597	111,868	11,274
60304: Fire Management	1,111,154	-	-	1,107,435	1,871,062	1,108,798
60305: Technical Services	447,450	90,193	20%	327,216	262,595	106,523
60306: Appraisal and Land Acquisition Services	5,000	-	-	5,000	6,100	23,697
60307: Facilities Maintenance Services	226,959	41,844	18%	160,626	195,994	49,692
60308: Law Enforcement Services	10,000	4,440	44%	44,186	66,601	95,657
60309: Emergency Operations Services	340,000	82,443	24%	376,987	394,465	87,002
60311: Transportation Services	631,766	22,161	4%	318,623	526,811	540,900
60312: Agricultural Commissioner Services	1,300	15	1%	19,770	92,492	47,179
60313: Landfill Services	520,500	176,024	34%	484,423	219,649	229,238
60314: Vehicle Repair Services	260,000	62,536	24%	284,951	107,611	177,147
60315: Laboratory Services	1,100	89	8%	719	4,089	1,564
60317: Library Services	83,000	49,924	60%	5,500	87,885	1,966
60318: Legal Services	2,033,937	159,913	8%	2,140,310	1,544,397	1,119,217
60319: Employee Relations Legal Professional Services	80,000	41,000	51%	182,885	55,950	91,249
60321: Hazardous Material Disposal Services	47,000	8,097	17%	4,494	3,781	40,308
60322: Mutual Aid Law Enforcement	10,000	-	-	-	-	723
60323: Recruitment Services	5,500	1,180	21%	18,340	11,144	26,075
60351: Fees and Permits	204,400	10,940	5%	168,669	161,902	160,535
60361: General Taxes and Assessments	192,472	32,903	17%	163,074	167,742	141,725
60362: Sales Tax Remittance	-	835	-	23	0	0
60363: Property Tax Remittance	-	-	-	0	0	0

	Adjusted Budget 2025-2026	Historical 2025-2026	Actual Vs Curr % Utilization	Historical 2024-2025	Historical 2023-2024	Historical 2022-2023
60364: Sales Tax Remittance - Measure O	-	0	-	0	0	0
60371: Bank Fees	14,810	2,559	17%	13,676	13,352	10,810
60372: Investment Charges	40,000	10,359	26%	39,882	38,104	36,842
60381: Publications and Legal Notices	93,779	28,297	30%	87,466	85,804	68,474
60391: Rents and Leases - Equipment	169,720	105,019	62%	293,425	134,380	109,898
60392: Rents and Leases - Buildings	2,163,381	916,398	42%	2,063,202	2,086,584	1,660,684
60411: Telephone and Internet	625,278	123,565	20%	577,896	498,380	501,967
60412: Propane	130,050	9,075	7%	94,744	89,395	155,199
60413: Water and Sewer	194,100	39,719	20%	197,235	185,773	166,965
60414: Electricity	988,848	252,485	26%	1,000,313	922,701	799,609
60415: Garbage Disposal	110,135	32,518	30%	134,506	101,565	167,640
60421: Equipment Technology	363,802	77,880	21%	420,589	440,655	460,024
60422: Equipment General	1,509,600	26,677	2%	88,709	-	-
60431: Software	2,514,039	1,282,998	51%	2,719,097	2,175,268	2,082,037
60441: Fuel	870,483	176,196	20%	810,612	860,118	849,206
60452: Retiring Long Term Debt	712,974	513,691	72%	745,347	621,207	456,777
60453: Capital Lease Principal	230,491	55,726	24%	52,232	319,542	194,826
60454: Capital Lease Interest	35,951	2,268	6%	10,646	41,118	40,673
60455: Interest Expense	250,567	82,464	33%	281,093	342,877	241,486
60501: Client - Assistance Payments	5,836,382	1,031,688	18%	4,819,451	4,816,667	4,033,677
60502: Client - Overpayment Refunds	-	-	-	3,972	-	132
60503: Client - Community Safety Services	14,500	-	-	-	5,099	16,572
60504: Client - Coroner Transports	15,000	2,300	15%	10,725	11,170	10,490
60505: Client - Community Economic Development Contributions	94,171	0	0%	0	90,918	287,628
60506: Client - CRV California Refund Value Recycling	360,000	377,098	105%	312,926	278,468	295,277
60507: Client - Community Partners Contributions	1,035,604	117,597	11%	814,184	824,763	573,844
60508: Client - Community Education and Engagement	308,825	55,461	18%	364,320	317,906	723,860
60509: Client - Advisory Board and Commission Expenses	19,053	1,917	10%	9,168	9,242	24,154
60511: Client - IHSS MOE	858,000	-	-	857,590	755,888	792,889
60512: Client - Subsidized Employment	65,000	-	-	-	61,596	88,315
60513: Client - Respite Care	5,000	-	-	2,715	2,248	135
60514: Client - Animal Caretaking	60,000	-	-	2,749	4,608	4,001
60515: Client - Childcare	180,000	-23,443	-13%	270,574	233,185	126,560
60516: Client - Document Fees Paid	9,872	2,196	22%	15,116	27,566	79,133
60517: Client - Incentives	32,460	3,175	10%	18,998	9,201	4,472
60518: Client - Clothing	41,700	5,800	14%	41,897	51,841	31,382
60519: Client - Contracted Program Costs	1,877,333	644,790	34%	2,399,210	2,305,728	1,442,640
60521: Client - Education	27,415	5,926	22%	25,159	34,052	22,973
60522: Client - Emergency Support	33,200	-	-	35,947	38,069	288,331
60523: Client - Child Enrichment Activities	2,528	3,289	130%	21,990	20,025	15,019

	Adjusted Budget 2025-2026	Historical 2025-2026	Actual Vs Curr % Utilization	Historical 2024-2025	Historical 2023-2024	Historical 2022-2023
60524: Client - Food	383,829	63,489	17%	351,397	335,117	106,065
60526: Client - Catered Food	-	8,640	-	179,776	129,370	91,834
60525: Client - Community Youth Sports Donations	7,000	-	-	-	7,000	7,000
60527: Client - Assistance Collections Settlement	1,785	-	-	725	1,382	-
60528: Client - Work Program Expense	8,000	2,064	26%	3,653	4,346	4,204
60531: Client - Household Goods	64,057	3,759	6%	38,118	47,770	53,206
60532: Client - Home Repairs	430,216	6,935	2%	75,971	42,634	129,785
60533: Client - Utilities	69,418	10,481	15%	71,862	64,930	70,720
60534: Client - Rent	473,199	184,498	39%	797,819	601,021	250,879
60535: Client - Temporary Housing	430,988	4,399	1%	252,692	390,895	598,416
60536: Client - Moving and Storage	10,000	-	-	8,895	820	32,281
60541: Client - Medical Professionals	1,084,058	290,808	27%	1,133,385	1,277,137	1,123,382
60542: Client - Board and Care	591,000	44,214	7%	287,946	417,956	349,651
60543: Client - Treatment Facilities	1,275,000	199,375	16%	1,659,715	1,727,630	1,012,140
60544: Client - IMD Facilities	22,000	4,588	21%	26,280	25,254	24,530
60545: Client - Medications	249,285	7,191	3%	45,383	62,511	2,388
60546: Client - Lab Data Monitoring Services	123,000	7,365	6%	89,210	101,866	51,143
60547: Client - Medical Devices	-	-	-	120	6,188	966
60551: Client - Mileage Transport	75,000	25,340	34%	95,711	86,340	51,004
60552: Client - Fuel Transport	4,480	322	7%	18,216	5,639	4,306
60553: Client - Travel Transport	20,654	1,859	9%	12,963	10,683	7,701
60554: Client - Vehicle Repairs	36,840	3,648	10%	7,328	3,419	14,600
60599: Client - Clearing Account	-	-	-	-	-	375
60601: Labor Compensation Expense	1,120,168	177,850	16%	989,267	943,318	421,384
60621: County Vehicle Expense	2,714,191	510,974	19%	2,955,911	2,402,438	2,286,768
60701: Prior Period Adjustments	-	-	-	-	-	35,658
60801: Claim Expenditures	-	-	-	-	-805,000	-
69999: Receivable from Employee – Calcard	-	-40	-	-582	955	-48
70011: Land	400,000	-	-	400	131,291	8,837
70111: Community and Office Buildings	7,001,555	174,968	2%	1,419,778	1,220,736	993,492
70112: Improvements	1,246,701	1,825	0%	965,603	519,475	649,884
70121: Fire Stations and Improvements	194,040	-	-	-	104,260	21,047
70131: Homelessness and Housing	539,963	-	-	-	193,710	-
70211: General Equipment	623,897	1,867	0%	1,369,010	1,046,984	634,673
70221: Technological Equipment	-	-	-	30,343	6,692	388,327
70311: Roads and Bridges	14,325,926	1,112,121	8%	1,460,017	3,730,210	2,856,498
70321: Utility Infrastructure	2,158,137	361,554	17%	2,727,924	1,500,714	884,806
70331: Other Infrastructure	7,123,928	50,678	1%	4,545,368	2,969,268	167,309
70411: Staff Vehicles	535,001	192,580	36%	2,091,362	1,913,355	1,360,906
70412: Fire Vehicles	1,683,088	603,621	36%	237,700	813,953	1,013,864

	Adjusted Budget 2025-2026	Historical 2025-2026	Actual Vs Curr % Utilization	Historical 2024-2025	Historical 2023-2024	Historical 2022-2023
70421: Heavy Equipment Vehicles	1,062,092	-	-	520,217	1,145,911	405,148
70511: Software Fixed Assets	379,659	9,882	3%	333,523	519,476	121,750
70701: Depreciation	-	-	-	-	1,547,999	1,344,538
70801: Loss on Sale of Fixed Assets	-	-	-	-	-	3,171
70901: Fixed Asset Clearing	-	-	-	-	-3,166,365	-2,160,688
80111: Transfer Out - General	40,205,130	359,921	1%	29,438,954	35,510,404	36,732,992
80211: Departmental Overhead Transfer	7,466,955	898,027	12%	6,451,522	6,136,196	6,564,789
80221: Cost Allocation Overhead Transfer	2,830,949	-	-	2,703,269	2,376,330	2,178,417
80231: General Insurance	2,753,234	-	-	2,575,845	0	0
80301: Intergovernmental Transfer Out	-	-	-	1,093,222	0	-
92001: Contingency Designation	1,144,957	-	-	-	-	-
Expense: Total Expenses	**236,026,149**	**27,133,325**	**11%**	**169,115,949**	**167,201,249**	**175,000,854**
Net Balance	**0**	**-6,527,492**	**-**	**-5,323,132**	**-236,009**	**-6,946,472**

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-430

MEETING: October 21, 2025

TO: The Board of Supervisors

FROM: Monica Nielsen, Agricultural Commissioner

RE: Approve Agreement 24-0469-041-SF with the California Department of Food and Agriculture (CDFA) for the Glassy-Winged Sharpshooter Program, July 1st, 2025, Through September 30th, 2026; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve Agreement 24-0469-041-SF with the California Department of Food and Agriculture (CDFA) for the Glassy-Winged Sharpshooter Program, July 1st, 2025, Through September 30th, 2026; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The Glassy-Winged Sharpshooter (GWSS) Program agreement is an annual agreement that provides State subvention funds to defray funds expended for the work performed for the program. This agreement was first instituted in 2000 when a GWSS infestation was discovered in California - which presented a threat to California vineyards through the transmission of the bacteria that causes Pierce's Disease.

This is a fifteen-month agreement, partially funded by the United States Department of Agriculture (USDA), and supports efforts under the GWSS Program. The recent changes to the agreement are intended to align with federal funding cycles.

The Board of Supervisors of the County of Mariposa, State of California, hereby designates the Mariposa County Agricultural Commissioner as the local public entity authorized to receive funds allocated by the California Department of Food and Agriculture. These funds are intended to provide local assistance in controlling Pierce’s Disease and its vectors, as well as other designated pests and diseases.

For fiscal year 2025/2026, the available subvention funding is $11,303.71. An additional $5,835.90 is allocated for the first quarter (July 1, 2026 – September 30, 2026) of fiscal year 2026/2027.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Glassy-Winged Sharpshooter Program Agreement for fiscal year 2024/2025 was approved by Resolution No. 2024-416.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve; subvention funds would not be received for the Glassy-Winged Sharpshooter Program to defray the funds expended for work performed in this program.

FINANCIAL IMPACT

The subvention amount for the Pierce's Disease Control/GWSS Program Agreement was included in the FY 2025/2026 budget revenues in the amount of $11,303.71, and $5,835.90 will be added to FY 2026/2027 budget revenues.

ATTACHMENTS

1. Mariposa CDFA GWSS 25-0469-041-SF

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

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

COOPERATIVE AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBER
24-0469-041-SF

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 September 30, 2026

3. The maximum amount of this Agreement is: $17,139.61

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: Prime Award Information 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)
Exhibit D: Federal Terms and Conditions	3 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
Rosemarie Smallcombe, Chair, Board of Supervisors

ADDRESS
PO Box 905, Mariposa, CA 95338

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

LA

EXHIBIT A

PRIME AWARD INFORMATION

Federal Agency:	USDA/APHIS/PPQ
Federal Award Identification Number:	AP25PPQFO000C011
Federal Award Date:	December 31, 2024
Catalog of Federal Domestic Assistance Number (CFDA) and Name:	10.025 Plant and Animal Disease, Pest Control and Animal Care
Amount Awarded to CDFA:	$3,456,038.00
Effective Dates for CDFA:	October 1, 2024 through September 30, 2025
Federal Award to State Agency is Research & Development (Yes/No)	No

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
The county will establish work plans for survey, inspection, and control of the glassy-winged sharpshooter (GWSS).

Project Title: Glassy-Winged Sharpshooter (GWSS) Program

2.The Managers for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Michelle Pham	Name:	Monica Nielsen
Division/Branch:	Pierce's Disease Control Program	Organization:	COUNTY OF MARIPOSA
Address:	1220 N Street	Address:	PO Box 905
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Mariposa, CA 95338
Phone:	(916) 900-5024	Phone:	209-966-2075
Email Address:	michelle.pham@cdfa.ca.gov	Email Address:	mnielsen@mariposacounty.org

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Myrna Villegas	Name:	Monica Nielsen
Division/Branch:	Pierce's Disease Control Program	Organization:	COUNTY OF MARIPOSA
Address:	1220 N Street	Address:	PO Box 905
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Mariposa, CA 95338
Phone:	(916) 530-0461	Phone:	209-966-2075
Email Address:	myrna.villegas@cdfa.ca.gov	Email Address:	mnielsen@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.

EXHIBIT D

FEDERAL TERMS AND CONDITIONS

The Recipient and recipients of any subawards under this award, agree to comply with all applicable requirements of all Federal laws, executive orders, regulations, and policies governing this program, including but not limited to 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. For-profit organizations will be subject to 48 CFR Subpart 31. Recipients are responsible for identifying the federal regulations appropriate to their organization, consistently applying cost principles and ensuring contractors or consultants comply with applicable federal regulations.

1. Civil Rights

The Recipient must comply with civil rights and nondiscrimination standards pursuant to the following:

A. Civil Rights Act, 42 USC 2000, as implemented at 28 CFR Part 42;
B. Age Discrimination Act, 42 USC 6101, as implemented at 45 CFR Part 90;
C. Age Discrimination in Employment Act, 29 USC 621, as implemented at 29 CFR Part 1625;
D. Title IX of the Education Amendments of 1972, 20 USC 1681, as implemented at 45 CFR Part 86;
E. Section 504 of the Rehabilitation Act, 29 USC 791, as implemented at 28 CFR Part 41;
F. Executive Order (EO) 11246; and
G. Americans with Disabilities Act, (PL 101-366).

2. Labor Standards

The Recipient must comply with labor standards pursuant to the following:

A. Fair Labor Standards Act, 29 USC 207, as implemented at 29 CFR Part 500-899;
B. Davis-Bacon Act, 40 USC 3141-3148, as implemented at 29 CFR Parts 1, 3, 5, and 7; and
C. Contract Work Hours and Safety Standards Act, 40 USC 3701, as implemented at 29 CFR Part 5.

3. Environmental Standards

The Recipient must comply with environmental standards pursuant to the following:

A. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (PL 91-190) and EO 11514 as implemented at 7 CFR Part 1b;
B. Notification of violating facilities pursuant to EO 11738;
C. Protection of wetlands pursuant to EO 11990;
D. Evaluation of flood hazards in floodplains in accordance with EO 11988;
E. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC §§1451 *et seq*.);
F. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 (c) of the Clean Air Act of 1955, as amended (42 USC §§7401 *et seq*.);
G. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93-523); and,
H. Protection of endangered species under the Endangered Species Act of 1973, as amended (PL 93-205).

4. Drug-Free Environment

The Recipient must comply with drug-free environment standards pursuant to §5151-5610 of the Drug-Free Workplace Act of 1988, as implemented by 2 CFR 421.

5. Restrictions on Lobbying and Political Activities

The Recipient must comply with lobbying restriction standards pursuant to the Limitations on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC 1352, as implemented at 2 CFR 418.

6. Officials Not to Benefit

The Recipient must ensure that no member of Congress be admitted to any share or part of this Agreement or to any benefit arising from it, in accordance with 41 USC 22.

7. Trafficking in Persons

The Recipient must comply with the provisions in 2 CFR Part 175, prohibiting trafficking in persons.

8. Intergovernmental Review

The Recipient must comply with intergovernmental review standards pursuant to the following:

A. Executive Order 12372, as implemented at 2 CFR 415; and
B. The Intergovernmental Cooperation Act of 1968, 31 USC 6501.

9. Confidentiality

The Recipient must comply with confidentiality standards pursuant to the following:

A. Freedom of Information Act, 5 USC 552, as implemented at 7 CFR Part 1; and
B. Privacy Act, 5 USC 552 (a).

10. Conservation in Procurement

The Recipient must comply with procurement standards pursuant to the Resource Conservation and Recovery Act, 42 USC 6962 and EO 12873, as implemented at 40 CFR Part 247.

11. Debarment, Suspension, Criminal or Civil Convictions

The Recipient and its principals must comply with debarment and suspension standards pursuant to the EO 12549, as implemented at 2 CFR 180 and 2 CFR 417.

The Recipient must provide immediate written notice to CDFA if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances and must require recipients of lower-tier covered transactions under this Agreement to similarly certify pursuant to EO 12549, as implemented by 2 CFR 180 and 2 CFR 417.

See www.sam.gov to determine debarment and suspension status.

12. Crimes and Prohibited Activities

The Recipient must comply with crimes and prohibited activities standards pursuant to the following:

A. Anti-Kickback (Copeland) Act, as implemented at 29 CFR Part 3.1;
B. False Claims Act, 31 USC 3729; and
C. Program Fraud Civil Remedies Act, 31 USC 3801-3812.

13. Biosafety in Laboratories

The Recipient must comply with laboratory biosafety standards pursuant to the following the *Biosafety in Microbiological and Biomedical Laboratories*, published jointly by the Centers for Disease Control and the National Institutes of Health.

14. Conflicts of Interest

The Recipient must comply with the conflict of interest standards pursuant to 2 CFR 400.2.

15. Inventions, Patents, Copyrights and Project Results

A. The Recipient must comply with invention and patent standards pursuant to the following:
   1. Patent Rights in Inventions Made with Federal Assistance, 35 USC 202-204, as implemented at 37 CFR Part 401 (Bayh-Dole Act and the Technology Transfer Commercialization Act of 2000) to ensure that inventions made are used in a manner to promote free competition and enterprise without unduly encumbering future research and discovery.
   2. The Plant Variety Protection Act, 7 USC 2321 *et seq*.

B. The Recipient may retain title to any invention conceived of or first actually reduced to practice using Federal funds provided Recipient does the following:
   1. Reports all subject inventions to CDFA;
   2. Makes efforts to commercialize the subject invention through patent or licensing;
   3. Formally acknowledges the Federal government's support in all patents that arise from the subject invention; and
   4. Formally grants the Federal government and CDFA a limited use license to the subject invention.

C. The Recipient may copyright any publications, data, or other copyrightable works developed using Federal funds provided it provides the Federal government and CDFA a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the material, and agrees that the Federal government and CDFA may do so in cooperation with other public agencies.

D. The Recipient agrees that the results of this project may be published by the Federal government, CDFA or appropriate contractors or cooperators as mutually agreed.

16. Care and Use of Laboratory Animals

The Recipient must comply with the care and use of laboratory animal standards pursuant to the following:

A. Animal Welfare Act, 7 USC 2131, as implemented at 9 CFR, Sub Chapter A, Parts 1-4; and
B. Marine Mammal Protection Act, 16 USC 1361-1407.

17. Fly America Act

The Recipient must comply with the Fly America Act (49 USC 40118) as implemented at 41 CFR 301-10.131 to 301-10.143.

18. Motor Vehicle Safety

The Recipient must comply with seat belt use standards pursuant to the following:

A. Highway Safety Act of 1966 as amended (23 USC 402-403);
B. Occupational Safety and Health Act of 1970 as amended (29 USC 668);
C. Federal Property and Administrative Services Act of 1949 as amended (40 USC §101 *et seq*.)
D. Increasing Seat Belt Use in the United States (EO 13043).
E. Federal Leadership on Reducing Text Messaging While Driving (EO 13513).

19. Records Retention and Accessibility

The Recipient and its contractors must comply with the procedures and requirements regarding record retention and accessibility as contained in 2 CFR 200.333 – 200.337.

20. All Other Federal Laws

The Recipient must comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

PIERCE'S DISEASE CONTROL PROGRAM

LOCAL PUBLIC ENTITY'S DESIGNATED PIERCE'S DISEASE CONTROL PROGRAM COORDINATOR AND CONTACT INFORMATION

PRIMARY CONTACT:

Name	Monica L. Nielsen
Address	PO Box 905
Phone	(209) 966-2075
Fax	N/A
Email	agcomm@mariposacounty.org

ALTERNATE CONTACT (IF APPLICABLE):

Name	[Alternative Contact Name]
Address	[Alternative Contact Address]
Phone	[Alternative Contact Phone]
Fax	[Alternative Contact Fax]
Email	[Alternative Contact Email]

PIERCE'S DISEASE CONTROL PROGRAM

WORKPLAN FOR FY 2025-2026 and 2026-2027 (Jul-Sep 2026)

MARIPOSA COUNTY

The County agrees to perform the listed activities in order to:

- Implement an intergovernmental, coordinated state and community-wide plan to provide detection and delimitation of the glassy-winged sharpshooter (GWSS) and other designated pests and diseases in Mariposa County and suppress or eradicate any populations as rapidly as possible.
- Ensure the movement of products and commodities does not present a risk of moving GWSS to non-infested areas.

Designated Agency

The Mariposa County Department of Agriculture (County) is designated by the Mariposa County Board of Supervisors as the local public entity to conduct the Pierce's Disease Control Program (PDCP) within the County. The California Department of Food and Agriculture (CDFA) will work in cooperation with the County, the State PDCP Science Advisory Panel, officials in affected counties, the Mariposa County PDCP Task Force (if applicable), and other interested parties in implementing this plan.

RESPONSIBILITIES

CDFA Responsibilities

The CDFA shall:

- Provide training on management practices at least one week prior to any activity occurring.
- Provide biological control program guidance and support to the County as favorable agents become available.
- Provide on-site expertise, as needed.
- provide the county Monthly Activity Report form online at: https://secure.cdfa.ca.gov/egov/crs/login.aspx?ReturnUrl=%2fegov%2fcrs%2fDefault.aspx

CDFA may conduct certain program activities which are normally the responsibility of the county in situations where the county cannot or chooses not to conduct those activities.

County Responsibilities

The County shall:

- Act as local public entity for the PDCP activities occurring within the jurisdiction of the county.
- Act as lead liaison to local City Councils, the County Board of Supervisors, county legal counsels, and other county agencies, regarding the PDCP activities.

- Activities described in this workplan qualify for the exemption to CEQA under Public Resources Code Section 21080(b)(4). The County will complete tiering strategy checklists for inspection, trapping, and treatment (if applicable) and ensure all activities follow the CDFA Management Practices and Mitigation Measures.
- Conduct a GWSS detection trapping program in accordance with GWSS Statewide Detection and Delimitation Protocols (July 1, 2024). The County will submit a written request and justification to the PDCP if it wishes to deviate from the protocols.
- Upon discovery of a GWSS find in a non-infested area, promptly conduct all delimitation and intensive (property-by-property) surveys in the county in accordance with the GWSS Statewide Detection and Delimitation Protocols (July 1, 2024). Additional survey staff may be contracted from the California Conservation Corps upon approval by PDCP. Provide status reports on the results of all surveys, including detailed maps of the surveyed area and infested properties.
- Implement the CDFA GWSS Nursery Shipping Protocol, bulk citrus requirements, and all other commodity-movement protocols, as necessary, including associated compliance agreements and exhibits. The list of approved products for bulk citrus and nursery treatment and/or certification is listed in CDFA's Management Practices and Mitigation Measures. The County will submit a written request and justification to the PDCP if it wishes to deviate from the protocols.
- In the event of an infestation, conduct treatments in accordance with the CDFA GWSS Treatment Protocol. Monitor nurseries within the infested area for compliance.
- Take any necessary enforcement action to ensure regulatory compliance.
- Coordinate with CDFA on any planned producer outreach and training program in accordance with Food and Agricultural Code Section 6046(g)(1). The development and delivery of producer outreach information and training to local communities, groups, and individuals will be done through public meetings and the local PDCP task force (if applicable). Efforts will be directed towards raising awareness regarding Pierce's disease and its vectors, and other designated pests and diseases, and workplan involvement through direct mailing, local media, and press releases.
- Coordinate with CDFA on a training plan for the Agency's employees in accordance with Food and Agricultural Code Section 6046(g)(2). The biology, survey, and treatment of Pierce's disease and its vectors, and other designated pests and diseases, will be the basic components of the training. Scientific Advisory Panel discussions on GWSS and Pierce's disease will be included in this training for key Agency employees. The University of California Cooperative Extension will be a local resource for training and information for this program.
- Coordinate with CDFA to fully participate in the development and implementation of a data collection system in accordance with Food and Agricultural Code Section 6046(g)(5). The data collection system will make it possible to track and report new infestations of Pierce's disease and its vectors, and other designated pests and diseases, in a manner respectful of property and other rights of those affected.
- Ensure that an adequate accounting system in place and appropriate internal controls to track and maintain expenditures. The accounting standards and procedures for counties

provided by the State Controller's Office are located at the following website: https://www.sco.ca.gov/Files-ARD-Local/asp_manual_2023_edition.pdf. Counties are also required to comply with Federal guidance, 2 CFR Part 200, which can be found at the following website: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

- Counties must submit invoices to PDCP at cdfa.pdcp_inv@cdfa.ca.gov no later than 30 calendar days after the end of the federal fiscal year (September 30, 2026) to initiate the close out process.
    - The invoice should be consistent with the budget, reflect actual expenditures for PDCP activities, and in the format provided in the template.
    - All employee salaries must be itemized at an hourly rate, not a salary range. Also, actual salary and benefit rates for all employees must be separated and not put into one total that combines both figures.
    - Totals must be rounded to the nearest cent, not the nearest dollar.
    - If there are no reportable hours in a given month, an invoice showing $0 must be submitted for documentation purposes.
- Submit the county Monthly Activity Report on a monthly basis in accordance with the Monthly Activity Report Guidelines.
- Report expenditures and activity hours on a statement of expenditures on a monthly basis to allow PDCP to track county in-kind contributions for reimbursable activities once the funding for the agreement is exhausted. The statements of expenditures should be completed and submitted in the same manner as invoices.
- Submit a written request for an amendment to PDCP if new activities become necessary (delimitation or treatment, for example) that require additional funds and/or departure from the approved workplan. An amendment to this agreement must be awarded before new activities can commence.
- Upon request by CDFA, and in accordance with Federal regulations and policy, the county must complete the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions (Form AD 1048) and return it to CDFA.

ALLOWABLE COSTS

All costs must be associated with the PDCP.

Personnel Services

- Permanent and Temporary Staff Salary and Benefits – Actual staff salary and benefits charged to the county for employees working on the PDCP program. Agricultural Commissioner time is not an allowable charge except where the Agricultural Commissioner is the only supervisor in the department.

  Contracted employees need to be listed separately from agency staff and their salary and benefits cannot be factored in as part of the indirect billing for personnel services.

  Personnel costs related to outreach and miscellaneous activities (F3 and F5 on the monthly activity report, respectively) must receive written prior approval from PDCP.

- Overtime – Overtime costs associated with the program.

Operating Expenses

- General Expense – Costs associated with office and field supplies that are solely used for PDCP activities. Water purchased for employees is NOT reimbursable under this agreement.
- Postage – Costs associated with mailing materials.
- Communications – Costs associated with telephone/communication usage that are solely used for PDCP activities.
- Vehicle Expense – Costs associated with vehicle usage. All costs must be specifically displayed (for example, number of miles times appropriate rate).
- County, state, or federal vehicles – The county may charge vehicle costs on an actual cost basis or a mileage basis in lieu of actual costs incurred. However, both types of costs cannot be invoiced for the same vehicles.
- Mileage – mileage reimbursement covers gasoline, cost of maintenance, insurance, licensing and registration, and depreciation and all other costs associated with operation of the vehicle. Subject to change due to federal mileage rate change; effective January 1, 2025 the rates are:
  - County Vehicle – up to $.70 per mile
- Leased vehicles – The county may only charge actual costs basis, including for fuel. The least expensive method should be used to secure a vehicle. Consult with Program prior to adding a leased vehicle to your budget.
- Travel – Costs associated with travel (per diem, airfare, car rental, etc.). Travel is only reimbursable if CDFA has requested/approved the travel.

- Treatment – Costs associated with treatment activities (employee time, pest control operator charges, etc.)
- Indirect Cost – Costs that are incurred for a common or joint purpose objectives that cannot be identified specifically with a particular project, program, or organizational activity. Typical indirect costs include but are not limited to administrative or clerical staff costs, rent, utilities and internet service, cellular and land-line telephone service, general office supplies, and insurance. Up to 25% of Personnel Services cost (includes salaries and staff benefits).

  Any contracted employees cannot be factored in as part of the indirect billing for personnel services.
- Other – Specifically detailed costs not otherwise addressed above.

ENFORCEMENT OPTIONS AND AUTHORITIES

The Pierce's Disease Control Program (PDCP) regulations are contained in Sections 3650-3663.5 in Title 3 of the California Code of Regulations (CCR). These regulations were established to prevent the artificial spread of glassy-winged sharpshooter (GWSS).

The statutory authority for these regulations is covered in Sections 6045, 6046, and 6047 of the Food and Agricultural Code (FAC). To enforce these provisions, the Secretary or Agricultural Commissioner is empowered to conduct inspections and investigate any suspected violations; each Commissioner is an enforcing officer for all laws and regulations to prevent the spread of plant pests and to certify shipments of plant material as to its pest freedom.

The FAC provides several options for enforcement of the requirements of the PDCP regulations. This flexibility allows enforcement actions chosen as a result of a violation(s) to be proportionate to the nature/severity of the violation with progressive enforcement for repeat violators.

- Any violation of applicable provisions of FAC Division 4, Plant Quarantine and Pest Control, is an infraction punishable by a fine of not more than $1,000 for the first offense and a misdemeanor for a second or subsequent offense within three years (FAC Section 5309).
- Except where otherwise expressly provided, a violation of any provision of this division is a misdemeanor (FAC Section 5027). In addition to other remedies provided, any person violating the PDCP regulation requirements can be civilly liable up to $10,000 for each violation; in lieu of any civil action, the Secretary or Commissioner may levy a civil penalty for up to $2,500 for each violation (FAC Sections 5310 and 5311).
- Anyone who negligently or intentionally violates a regulation and imports a GWSS-infested plant that results in an infestation, or the spread of an infestation may be civilly liable in an amount up to $25,000 for each violation (FAC Section 5028(c)).
- It is unlawful to sell any nursery stock without a valid nursery license (FAC Section 6721). The Secretary can revoke or suspend a nursery license if a nursery has willfully refused to comply

with all laws and regulations relative to any pest that might be carried by nursery stock (FAC Section 6761).

- It is unlawful for anyone to ship, sell, deliver or transport nursery stock in California without either a Hold for Inspection ("blue tag") or a valid nursery stock certificate (FAC Sections 6922 and 6923). The Commissioner may revoke or suspend the right to use any nursery stock certificate or other shipping permit because of non-compliance (FAC Section 6968). It is unlawful to alter or otherwise misuse any shipping permit or nursery stock certificate (FAC Section 6927).

  Any one receiving or moving any nursery stock must notify the Commissioner immediately upon arrival and hold the nursery stock for inspection unless it is accompanied by a valid nursery stock certificate. Some counties have elected to waive that exemption and require GWSS host plant material entering the county (or non-infested area of a county) to be accompanied by a Warning Hold for Inspection certificate (FAC Section 6505). In this case, it is unlawful even to move nursery stock within a county without forwarding a manifest specified by (FAC Section 6925 and 6926).

- To facilitate the investigation of violations, proof of ownership is required of any person buying, selling, or transporting a shipment of plant material intended for commercial sale and it is unlawful for any person to alter any proof of ownership document (FAC Sections 5030 and 5031).

- Under the PDCP regulations, all host plants of GWSS moving from an infested area to a non-infested area must be certified free of GWSS (FAC Section 5721; 3 CCR Sections 3060.2, 3060.4 and 3660). Certification can be based on surveys confirming non-infested status, inspection, or by approved treatment. It is unlawful to alter or otherwise wrongfully use a certificate (FAC Section 5208).

- The Secretary or Commissioner may enter into compliance agreements to facilitate the movement of host plant material. The compliance agreement provides the survey, treatment, and handling requirements necessary to assure freedom from GWSS. Violation of the provisions of a compliance agreement is unlawful and any person that violates the provisions of a compliance agreement can also be held liable civilly for up to $10,000. Remedies provided here do not supersede or limit any and all other remedies available to the State (FAC Section 5705).

- If any shipment of any nursery stock, plant, or container of any nursery stock or plant, or appliance, or any host or other carrier of any pest which is brought into any county or locality in the state from another county or locality within the state, is found to be infested with a pest (i.e., GWSS), or there is reasonable cause to believe that the shipment may be infested, the entire shipment shall be refused delivery and may be immediately destroyed by, or under the supervision of the Commissioner, unless the nature of the pest is such that no damage or detriment can be caused to agriculture by the return of the shipment to the point of shipment (FAC Section 6521). The officer who makes the inspection of such a shipment may affix a warning tag or notice to the shipment and shall notify in writing the owner or bailee of the shipment to return the shipment to the point of shipment within the time limit which the

officer specifies (FAC Section 6522). Similarly, a warning hold may be placed on a shipment entering the state if it is found to be infested with GWSS, or there is reasonable cause to believe that the shipment may be infested with GWSS. It is unlawful, except by written permission, to move or divert any plant shipment placed under a warning hold order without written permission. It is unlawful to remove, destroy, or otherwise alter any warning hold order (FAC Section 6303).

- If or when GWSS is found infesting any location, the Secretary or Commissioner may require that any plant, or other GWSS host, be held at that location, and may require any host within five miles of that location be held as well (FAC Section 5701). It is unlawful to move any plant or host in violation of a hold order.
- Any location, plants, or other things found infested with GWSS can be considered a public nuisance and may be prosecuted as such and any remedies provided by law for the prevention and abatement of a public nuisance will apply. It is unlawful for any person to maintain a public nuisance. The remedies provided here are in addition to any other applicable remedies (FAC Sections 5401 and 5402).

STANDARDS AND RESTRICTIONS

This workplan does not include any variations from the standards set by law. If the Mariposa County Department of Agriculture (County) and the Mariposa County PDCP Task Force (if applicable) find that there is clear and convincing evidence to support a more stringent standard than is set by regulation, then the County will notify the CDFA and provide detailed justification as to the need for the more stringent standard.

LOCAL APPEAL PROCESS

Pursuant to Section 3651(c)(3) in Title 3 of the California Code of Regulations, the Mariposa County Department of Agriculture's PDCP Coordinator shall conduct a hearing if any application of the workplan is appealed in writing to him/her or his/her agency. Once the Coordinator receives an appeal, he/she or his/her agent will respond within 10 days to the appellant. The appellant will be given notice as to the date and time for the hearing. At the hearing, the appellant will be given the opportunity to be heard by the Coordinator and to present evidence on matters concerning the application of the workplan. The Coordinator will render a decision and respond to the appellant in writing within 30 days of the hearing. The results of said hearing will be transmitted to CDFA.

Mariposa County

	FY 2025-26	FY 2026-27	Budget Total
Survey/Inspection Total	$11,303.71	$5,835.90	$17,139.61
Budget Total	**$11,303.71**	**$5,835.90**	**$17,139.61**

This budget is dependent on CDFA receiving a federal award from USDA APHIS for Federal Year 2026 (October 1, 2025 - September 30, 2026). Prior approval from CDFA is required before funds are spent in Federal Year 2026.

PIERCE'S DISEASE CONTROL PROGRAM

FY 2025-26 BUDGET

County: Mariposa

SURVEY/INSPECTION ACTIVITIES

***PERSONNEL SERVICES**

Permanent Staff	**Hourly**	**Number of**	**Salary**	**Benefit**	**Benefit**	**Total**
Senior Agricultural & Standards Inspector	$40.76	4	$163.04	30%	$48.91	$211.95
Agriculture & Standards Inspector I/II	$31.93	17	$542.81	30%	$162.84	$705.65
Agriculture & Standards Technician	$24.15	20	$483.00	25%	$120.75	$603.75
Agricultural Commissioner	$62.28	4	$249.12	20%	$49.82	$298.94
Total Permanent		45	$1,437.97		$382.32	$1,820.29
Temporary Staff						
Agricultural Field Assistant	$19.38	260	$5,038.80	10%	$503.88	$5,542.68
			$0.00	0%	$0.00	$0.00
Total Temporary		260	$5,038.80		$503.88	$5,542.68
Overtime						
			$0.00	10%	$0.00	$0.00
			$0.00	14%	$0.00	$0.00
Total Overtime		0	$0.00		$0.00	$0.00
Total Personnel Services		305	$6,476.77		$886.20	$7,362.97

OPERATING EXPENSES

General Expense/Supplies

Postage					$0.00
Communication-Fax					$0.00
****Vehicle Expense**	**Rate**	**Miles**			
County	0.700	3,000			$2,100.00
State	-				$0.00
	Monthly	**Total**	**Months**		
Lease vehicles					$0.00
Gasoline for leased vehicle					
Travel	**Airfare**	**Rental Car**	**Per Diem**	**Other**	
Event A (Date(s))				-	$0.00
Indirect Cost	25%				$1,840.74
				Total Operating Expenses	$3,940.74
				Total Survey/Inspection Activities	**$11,303.71**

*Subject to change due to salary increases, available work force, labor contract changes, program modifications, etc.

**Subject to change due to federal mileage rate changes.

PIERCE'S DISEASE CONTROL PROGRAM

FY 2026-27 (Jul-Sep 2026) BUDGET

County: Mariposa

SURVEY/INSPECTION ACTIVITIES

***PERSONNEL SERVICES**

Permanent Staff	**Hourly**	**Number of**	**Salary**	**Benefit**	**Benefit**	**Total**
Senior Agricultural & Standards Inspector	$41.88	2	$83.76	30%	$25.13	$108.89
Agriculture & Standards Inspector I/II	$32.81	2.25	$73.82	30%	$22.15	$95.97
Agriculture & Standards Technician	$24.81	9.5	$235.70	25%	$58.93	$294.63
Agricultural Commissioner	$63.99	2	$127.98	20%	$25.60	$153.58
Total Permanent		16	$521.26		$131.81	$653.07
Temporary Staff						
Agricultural Field Assistant	$19.91	145	$2,886.95	10%	$288.70	$3,175.65
			$0.00	0%	$0.00	$0.00
Total Temporary		145	$2,886.95		$288.70	$3,175.65
Overtime						
			$0.00	10%	$0.00	$0.00
			$0.00	14%	$0.00	$0.00
Total Overtime		0	$0.00		$0.00	$0.00
Total Personnel Services		161	$3,408.21		$420.51	$3,828.72

OPERATING EXPENSES

General Expense/Supplies

Postage					$0.00
Communication-Fax					$0.00
****Vehicle Expense**	**Rate**	**Miles**			
County	0.700	1,500			$1,050.00
State	-				$0.00
	Monthly	**Total**	**Months**		
Lease vehicles					$0.00
Gasoline for leased vehicle					
Travel	**Airfare**	**Rental Car**	**Per Diem**	**Other**	
Event A (Date(s))				-	$0.00
Indirect Cost	25%				$957.18
				Total Operating Expenses	$2,007.18
				Total Survey/Inspection Activities	**$5,835.90**

*Subject to change due to salary increases, available work force, labor contract changes, program modifications, etc.

**Subject to change due to federal mileage rate changes.

Attachment 2 - Summary of Management Practices, Mitigation Measures, and Other PEIR Requirements

Requirement	Description
	General Requirements
Conduct activity as described in Chapters 2 and 3 of PEIR	Activities covered by the PEIR are described in PEIR Chapters 2 and 3. Activities must be implemented in accordance with these descriptions, unless an Addendum or tiered CEQA document has been prepared pursuant to Part B of the Tiering Strategy.
Include applicable PEIR requirements in Compliance Agreements with growers, based on the activities the growers may conduct in response to quarantine	When a regulated entity (e.g., grower) wishes to ship host material outside of an established quarantine area, CDFA and the regulated entity enter into a Compliance Agreement to ensure the orderly marketing of regulated hosts or articles. The Compliance Agreement must include any relevant PEIR requirements, such as descriptions of authorized chemical treatments, protective measures related to special-status species, MPs, applicable PEIR mitigation measures, etc.
Obtain technical assistance from the U.S. Fish and Wildlife Service, National Marine Fisheries Service, and California Department of Fish and Wildlife	CDFA designs its pest eradication protocols to meet or exceed recommendations from USFWS and the California Department of Fish and Wildlife (CDFW) concerning special-status species and sensitive natural communities (as defined in Section 6.3, Biological Resources). CDFA also coordinates with NMFS to address control programs for non-native pest outbreaks that may impact species under their jurisdiction (i.e., ocean coastlines or streams that empty into the ocean). Under the existing Statewide Program, no impacts on special-status species or sensitive natural communities have been identified from pest management activities to date. Under the Proposed Program, CDFA would continue to coordinate with USFWS, NMFS, and CDFW to avoid "take" of threatened and endangered species and to minimize adverse environmental impacts on other special-status species and sensitive natural communities. Prior to making the decision to treat, CDFA would consult the California Natural Diversity Database (CNDDB) for special-status species previously reported inside or in close proximity to the treatment area boundaries, as well as check for the potential for presence of special-status species habitat and/or sensitive natural communities. CDFA would report the results to USFWS, NMFS, and/or CDFW. CDFA, in conjunction with the county agricultural commissioner, would provide USFWS, NMFS, and/or CDFW with maps showing the proposed treatment areas and identifying the treatment activity. CDFA would develop measures to avoid adverse environmental impacts on these resources and would notify USFWS, NMFS, and/or CDFW (depending on the potentially affected species) of pest control activities and the protective measures proposed for use. If any of these wildlife agencies responded to CDFA with a conclusion that the proposed activities would pose potential for "take" of threatened or endangered species, or other special-status species, CDFA would coordinate further with these agencies regarding the appropriate measures to avoid

Requirement	Description
	impacts. The presence of special-status species or sensitive natural communities may require treatment regimen alterations so that take of the species, or adverse modification of sensitive natural communities, would not occur. Treatment plans are designed so that "take" of special-status species would not occur. This may mean that a section of riparian area would be treated only partially (e.g., no insecticides sprayed on trees above a certain height level so that no drift would occur into the associated waterbody) or no treatment would occur at all, however, this would likely lead to full establishment of the invasive pest.
	Management Practices
MP-SPRAY-1: Conduct a Site Assessment	▪ Verify site to be treated. ▪ Take note of site conditions, such as soil texture, slope, water bodies, host plants, irrigation, and storm drains. ▪ Identify and make plans to avoid streamside management areas and surface water. ▪ Consider integrated pest management methods designed to minimize the scale and number of pesticide applications. Consider multiple measures such as sterile release, host removal, and bait stations. ▪ Choose the least persistent and lowest toxicity pesticide that will efficaciously treat the target pest.
MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities	▪ Calibrate spray equipment per label instructions. ▪ Perform equipment screening tests and tank sampling when appropriate. ▪ Use dedicated specific equipment for specific products when appropriate. ▪ Ensure equipment is cleaned properly per the manufacturer's specifications and any pesticide label directions. ▪ Select the appropriate nozzle to ensure proper coverage. ▪ Maintain an equipment log to track calibration, cleaning, and repairs. ▪ Conduct visual inspections of equipment before use. Check all equipment for leaking hoses, connections, and nozzles. ▪ Monitor the operation of the nozzles during the application. ▪ Request county agricultural commissioner pesticide use enforcement inspections and monitoring of applications. ▪ Discontinue use immediately if equipment malfunctions or fails to pass screening tests.
MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions.	▪ Comply with Pesticide label. ▪ Require employees who supervise the handling and application of pesticides to maintain a Qualified Applicator License issued by CDPR. ▪ Be aware of any regulations or internal procedures before application. ▪ Use appropriate application methods and rates.

Requirement	Description
	▪ Mix and load chemicals in areas where spills can be contained. Limit mixing and loading in the field. ▪ Provide annual safety training for all treatment personnel.
MP-SPRAY-4: Apply chemicals only under favorable weather conditions	▪ Monitor wind conditions. Delay or do not apply foliar sprays if wind speeds are over 10 miles per hour. ▪ Check weather service prior to application. Delay or do not apply foliar treatments if there is a 40% or higher chance of rain forecast to occur 24 hours before or after the planned application.
MP-SPRAY-5: Follow integrated pest management and drift reduction techniques	▪ Use buffer zones where applicable to protect sensitive areas, such as bodies of water, critical habitat for threatened and endangered species, and other identified sensitive areas. ▪ Use low pressure application equipment if applicable. ▪ Use “bait station” application methods when possible.
MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions	▪ Rinse equipment according to manufacturer’s label instructions. ▪ Discharge rinse water only in areas that are part of the application site or at a certified waste treatment facility. ▪ Dispose of surplus chemicals and containers according to label instructions.
MP-SPRAY-7: Follow appropriate product storage procedures	▪ Ensure proper storage of all pesticides per label instructions. ▪ Ensure all pesticides removed from their original container are properly sealed for use within a service container. ▪ Seal all service containers within a tool box. ▪ Lock tool boxes when unattended.
MP-AERIAL-1: Use appropriate aerial spray treatment procedures	▪ Do not make direct application to water bodies. ▪ Use dripless nozzles if available. ▪ Verify the calibration of the contractor’s spray equipment before the start of each treatment campaign. ▪ Make sure that the aircraft pilot is in radio communication with Proposed Program personnel on the ground, to verify wind speed and direction and location of non-target sites, including water bodies, people, vehicles, and buildings. ▪ Supervise mixing and loading of the aircraft.
MP-GROUND-1: Follow appropriate ground-rig foliar treatment procedures	▪ Avoid direct applications to water bodies unless the material is registered for such use. ▪ Maintain a 30-foot buffer around water bodies per NPDES permit. ▪ Use dripless nozzles or fan-type nozzles at low psi if applicable. ▪ When using a blower boom, direct the blower boom to the precise angle needed to treat host plants. ▪ Ensure the spray boom is equipped with an electric on/off switch to treat the precise target areas where host plants occur. ▪ Monitor wind conditions. Delay or do not apply foliar sprays if

Requirement	Description
	wind speeds are over 10 miles per hour. ▪ Perform ground-rig foliar treatments at low pressure, to reduce the quantity of fine droplet particles where applicable. ▪ Allow only staff or private entities under contract that are appropriately trained and licensed to perform ground-rig spot treatments. ▪ Check weather service prior to application. Delay foliar treatments if there is a 40% or higher chance of rain forecast to occur 24 hours before or after the planned application.
MP-GROUND-2: Follow appropriate low-pressure backpack treatment procedures	▪ Avoid direct applications to water bodies unless material is registered for such use. ▪ Maintain a 30-foot buffer from water bodies per NPDES permit. ▪ Use dripless nozzles where applicable. ▪ Direct the nozzle at the target to minimize drift. ▪ Monitor wind conditions. Delay or do not apply foliar sprays if wind speeds are over 10 miles per hour. ▪ Allow only trained staff to perform backpack spot treatments. ▪ Monitor weather conditions. Delay foliar treatments if there is a 40% or higher chance of rain forecast to occur in the next 24 hours.
MP-GROUND-3: Train personnel in proper use of pesticides	▪ Conduct training for personnel in the safe and proper mixing, loading, and application of pesticides, in compliance with both federal and State pesticide regulations and the product label. ▪ Require employees who supervise the handling and application of pesticides maintain a Qualified Applicator Certificate, issued by CDPR or have a County License for Pesticide Regulation. ▪ Contractors will be appropriately trained and licensed.
MP-GROUND-4: Enforce runoff and drift prevention	▪ Carefully monitor and evaluate weather conditions within potential treatment areas to determine the effectiveness of control applications immediately before deciding whether to proceed with a treatment and during the course of a treatment. o Monitor weather conditions before and during applications o Comply with NPDES Permit.
MP-HAZ-1: Implement a Spill Contingency Plan	▪ Contain spill immediately to minimize the risk of further pesticide exposure to people, animals, and the environment. ▪ Be prepared to respond to pesticide spills. ▪ Provide clean-up of small spills (50 gallons or less) and properly dispose of residual materials. For larger spills notify the Chemical Transportation Emergency Center at 800-424-9300. ▪ Use established protocols in determining the appropriate action in the event of an accidental crash of a spray rig, tanker, or aircraft. ▪ Follow instructions for First Aid Measures as listed on the Material Safety Data Sheet.

Requirement	Description
	▪ Call an ambulance in the event of a spill involving severe personal injury. ▪ Remove anyone exposed to pesticides to a safe location. If applicable, remove their clothing and wash contaminated skin with soap and water. ▪ Do not move a seriously injured person unless it is absolutely essential because of the risk of further injury. ▪ Do not leave injured or incapacitated persons until proper medical assistance arrives. ▪ Provide a pesticide label and/or material safety data sheet for medical personnel. ▪ For any spill incident, contact the California State Warning Center/Governor's Office of Emergency Services at 916-845-8911 or warning.center@oes.ca.gov. ▪ Call the fire department and notify department personnel of the presence of pesticides for a spill involving fire, if a fire hazard exists. Eliminate all sources of ignition (electric motors, gasoline engines, or smoking) to prevent fire or explosion. ▪ Contact the California Highway Patrol by calling 911 for a spill occurring on a highway. ▪ Call local police or the county sheriff for a spill occurring off-road. ▪ Stop the leak and contain the spill of a punctured tank. ▪ For minor spills of 50 gallons or less: o Wear rubber boots, coveralls, rubber gloves, and eye protection. o Confine the leak or spill to the smallest area possible by using natural terrain, soil, or absorbent material. o Shovel contaminated material into a leak-proof container. o Do not hose down the area. o Work carefully and safely; do not hurry. o Dispose contaminated material in the same manner as for excess pesticides or hazardous wastes. ▪ For major spills of 50 gallons or more: o Follow the steps listed for all above and include the additional number below. o If the spill is too big, or uncertainty exists as to the appropriate action, notify the Chemical Transportation Emergency Center at 800-424-9300.
MP-HAZ-2: Use a safety and cleanup materials checklist	▪ Follow a checklist for safety and cleanup materials to accompany mixing-loading vehicles during treatment activities, which should include the following: o For Safety: a first-aid kit; a fire extinguisher (516, type A-B-C), and goggles. o For Clean-up: one shovel, large heavy-duty plastic bags, rubber boots, disposable coveralls, water, rubber gloves, a broom and dust pan, liquid detergent, several

Requirement	Description
	bags of "kitty litter" or other absorbent materials.
MP-HAZ-3: Implement decontamination	▪ Decontaminate paved surfaces per site specific protocols and Accidental Release Measures on the Material Safety Data Sheet. ▪ Shovel contaminated material into a leak-proof metal drum for final disposal.
MP-HAZ-4: Follow appropriate disposal procedures	▪ Dispose all materials that have been contaminated by spillage or exposed to large volumes of pesticides, including cloth, soil, and wood that cannot be decontaminated, in the same manner as done for excess pesticides. ▪ Store contaminated absorbent material and materials that cannot be decontaminated in a leak-proof container and dispose the container at a Class I landfill.
Mitigation Measures	
Mitigation Measure BIO-CHEM-2: CDFA will obtain technical assistance from USFWS, CDFW and NMFS to identify site-specific buffers and other measures to protect habitats utilized by special-status species	CDFA shall identify any suitable habitat for special-status wildlife species identified as having potential to (1) occur in the region and (2) be affected by the treatment scenario in question. Suitable habitat may consist of aquatic or terrestrial foraging habitat. If such habitat exists, CDFA would prepare treatment plans that will avoid or minimize substantial adverse effects on special-status species and submit them to USFWS, CDFW, and NMFS for review. This may be done on a project-specific basis (for individual applications) or for an entire quarantine area. Treatment plan measures may include modifications in the timing, locations, and/or methods for chemical treatments on a case-by-case basis, including establishment of site-specific buffers. The technical assistance process has been designed so that no "take" authorization will be needed. The treatment plan requirements will be provided to those implementing the treatments. In the case of quarantines, the requirements will be attached to the compliance agreement between CDFA and those individual growers affected by the requirements (e.g., those who may treat in proximity to suitable habitat for special-status species). CDFA shall document the results of the USFWS, CDFW, and NMFS coordination, and shall maintain records of compliance with the measures to protect special-status species.
Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure	Before conducting any activities under the Proposed Program, CDFA staff (or the entity conducting the activity) shall determine whether the potential exists for the activity, based on its characteristics and location, to result in exposure to existing sites of hazardous materials contamination.
Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials	If exposure to hazardous materials contamination is determined to be a possibility, before conducting the activity under the Proposed Program,

Requirement	Description
Records Search before Beginning Proposed Program Activities at a Given Site	CDFA staff (or the entity conducting the activity) shall search the EnviroStor database to identify any area that may be on sites containing known hazardous materials. If hazardous sites are encountered, CDFA shall coordinate with the property owners and/or site managers, and regulatory agencies with jurisdiction over these sites for proper protocols to follow to protect worker health and safety. At a minimum, these protocols shall ensure that workers are not subjected to unacceptable health risk or hazards, as determined by existing regulations and standards that have been developed to protect human health.
Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks	In the event that during the activity, previously unknown hazardous materials not related to the Proposed Program are encountered that may pose a health risk to those implementing Proposed Program activities, all activities will stop and CDFA (or the entity conducting the activity) shall consult the landowner and appropriate agencies to determine the extent of the hazardous material and determine what safety protocols need to be implemented to continue Proposed Program activities. At a minimum, these protocols will ensure that workers are not subjected to unacceptable health risk or hazards, as determined by existing regulations and standards that have been developed to protect human health.
Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices	CDFA shall continue to work with CDPR and CACs to conduct public information sessions in the local communities where Proposed Program chemical management activities are proposed to be conducted. The focus will be on educating residents whose properties are being treated or who live in proximity to areas being treated on MPs for pesticide applications, including an emphasis on notification, signage, re-entry periods, potential adverse health effects, and how to seek proper help if an accident is suspected. As necessary, sessions will be conducted or translated in a language understood by the target audience, such as Spanish.
Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides	CDFA shall continue training sessions for its staff and contractors regarding safe pesticide handling and application. In addition, for quarantine areas, CDFA shall include materials in its compliance agreements with regulated entities (e.g., growers) with information for pesticide applicators and agricultural workers regarding MPs for pesticide applications, including an emphasis on notification, signage, re-entry periods, potential adverse health effects, and how to seek proper help if an accident is suspected. A regulated entity is defined as someone who has to comply with the quarantine requirements in order to move their products outside of the regulated area. This may include but not be limited to growers, nurseries, and commodity shippers. The compliance agreements will require that regulated entities distribute these materials to applicators and workers. As necessary, all materials will be presented in a language understood by the target audience, such as Spanish.
Mitigation Measure HAZ-CHEM-3:	CDFA shall require Proposed Program staff and contractors to conduct

Requirement	Description
Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios	chemical applications in a manner consistent with the Proposed Program's authorized chemical application scenarios, resulting in acceptable human health risk as described in Chapter 2, Proposed Program Description and the HHRA (Appendix B). Deviations from the authorized chemical application scenarios may be allowed if: (1) An evaluation is conducted pursuant to the CEQA Tiering Strategy (Appendix C), which concludes that the alternative scenario will not exceed the level of concern for any receptor; or (2) A certified industrial hygienist concludes that the alternative scenario will not result in risk exceeding the level of concern for any potential receptor, and the scenario is implemented by a licensed or certified applicator. This conclusion may be based on site-specific factors that minimize potential for exposure, absence of a particular receptor, use of additional or different PPE, or monitoring of the exposure, such as regular blood tests to ensure blood concentrations in the exposed individuals are below the risk threshold. When methyl bromide is used, appropriate air sampling and analysis by a qualified professional will be done for the fumigation worker and fumigation downwind bystander to evaluate the effectiveness of BMPs related to subchronic and chronic exposure. The results of the evaluation or hygienist's conclusions will be documented, along with any monitoring results. CDFA will conduct training for its staff and contractors on these approaches. CDFA also will require adherence to these scenarios by including requirements in contractual agreements, such as compliance agreements (for quarantines), permits (e.g., for movement of certain materials outside quarantine areas), contracts (e.g., with CDFA contractors), or other similar means.
Mitigation Measure NOISE-PHYS-1: Conduct Activities during the Daytime	For activities that exceed the applicable nighttime noise criteria at the nearest sensitive receptor, activity operations will be scheduled to occur during the day (between 6 a.m. and 10 p.m.).
Mitigation Measure WQ-CHEM-2: Track Emerging Water Quality Standards and Implement Additional Mitigation as Appropriate	CDFA will track whether new applicable numerical water quality standards have been adopted. If new numerical thresholds are established, CDFA will evaluate whether the estimated concentrations modeled in the Ecological Risk Assessment exceed the adopted standard. In these cases, Impact WQ-CHEM-4 or WQ-CHEM-5 would apply (including implementation of appropriate MPs as described in those impacts), and Mitigation Measure WQ-CHEM-4 would be implemented related to quarantine activities.
Mitigation Measure WQ-CHEM-5: Require Implementation of Proposed Program MPs as Part of Compliance	For quarantine areas where chemicals may be used that were modeled to exceed standards, or where impaired waterbodies exist which could be affected by Proposed Program chemical use, CDFA shall include a

Requirement	Description
Agreements	requirement in compliance agreements that regulated entities (e.g. growers) are to implement relevant Proposed Program MPs, or shall show proof that participation in the Ag Waivers Program or another program to protect water quality contains measures which are equivalent to or more protective than the Proposed Program MPs.
Mitigation Measure WQ-CUM-1: Identify whether Proposed Program Pesticide Applications May Occur in Proximity to Impaired Waterbodies, and Implement Appropriate MPs	Before conducting a treatment or implementing a quarantine, CDFA shall identify whether a treatment location or quarantine area contains or is in proximity to any waterbodies impaired for relevant pesticides, pesticides in general, or toxicity. For those treatments where impaired waterbodies are present, CDFA shall implement relevant Proposed Program MPs. For quarantines where impaired waterbodies exist, CDFA shall implement Mitigation Measure WQ-CHEM-5.

AD-1048

OMB No. 0505-0027
Expiration Date: 09/30/2025

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes 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 information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

(1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.

(2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

(3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person, ""primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

(5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.

(6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration’s System for Award Management Exclusions database.

(8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-431

MEETING: October 21, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve a Memorandum of Understanding (MOU) with Mariposa County Unified School District (MCUSD) for Kindergarten Oral Health Assessment Services; and Authorize the Board of Supervisors Chair to Sign the MOU

RECOMMENDATION AND JUSTIFICATION

Approve a Memorandum of Understanding (MOU) with Mariposa County Unified School District (MCUSD) for Kindergarten Oral Health Assessment Services; and Authorize the Board of Supervisors Chair to Sign the MOU.

The Kindergarten Oral Health Assessment program aims to provide students with the opportunity to receive needed dental screenings.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the most recent MOU with Mariposa County Unified School District for the Kindergarten Oral Health Assessment program on March 19, 2024, through Resolution No. 2024-110.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the agreement is not approved, students may not have the opportunity to receive needed dental screenings.

FINANCIAL IMPACT

There is no impact to the General Fund.

ATTACHMENTS

1. **25-26 Contract County of Mariposa HHSA and Mariposa CUSD for MOU Kindergarten Oral Health - signed by MCUSD**

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

Mariposa County Health & Human Services Agency Public Health

MEMORANDUM OF UNDERSTANDING
Kindergarten Oral Health Assessment

THIS AGREEMENT is executed by and between Mariposa County Unified School District (hereinafter referred to as "School District") and County of Mariposa for the benefit of its Health and Human Services Agency and specifically its Oral Health Program (hereinafter referred to as "Provider") for the purpose of providing needed dental screenings to students (hereinafter referred to as the "Program").

WHEREAS, it is the intention of the Parties to participate in the Program for the purpose of providing students (hereinafter referred to as "Students" or "Participants") with the opportunity to receive needed dental screenings provided by Provider.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the Parties hereto agree as follows:

I. Scope of Agreement

A. This Agreement forms the basis of mutual understanding and respective responsibilities between the School District and the Provider for providing needed dental screenings to students.

B. This Agreement will be for a period of 36 months, with review for continuation of the Program at annual intervals. Renewal of this Agreement and continuation of the Program will be subject to each Party signing a renewal agreement.

C. School District agrees:
   1. To the extent School District is able, provide Students with a safe setting to receive oral health screenings. School District shall provide sufficient oversight of the Program to ensure that it meets the needs of Kindergarten Oral Health Assessment for the Students.
   2. To provide acceptable space in the classroom, one table, three chairs and access to water.
   3. Input the KOHA data into SCOHR.
   4. To comply with all applicable laws relating to nondiscrimination.

D. Provider Agrees:
   1. To provide all Students who provide written consent of their parent or guardian with the opportunity to receive a visual oral health screening.
   2. To provide parent or guardian with a copy of the dental screening form with results of the dental screening.

3. To provide parents and the school with an information sheet within 48 hours after each Student's dental screening to include:
    a. List of dental providers
4. To provide School District with an electronic report at the conclusion of Provider visit or at least monthly, whichever is sooner, to include:
    a. Number of Students returning signed permission slips
    b. Number of Students screened for oral health problems.
    c. Information to document essential information into SCOHR (System for California Oral Health Reporting) web portal.
5. To provide the School District with a report that will validate contractual agreements have been met.
6. To comply with all applicable laws relating to nondiscrimination.

II. Term of Agreement

A. This Agreement may be terminated by School District or Provider at any time by giving at least thirty (30) days written notice.

B. This Agreement shall be effective from January 1, 2024 to June 30, 2027.

C. This Agreement may be modified at any time by written consent of both Parties.

D. This Agreement constitutes the entire Agreement between the Parties. There is no express or implied Agreement except as stated in this Agreement.

E. All provisions of this Agreement are separate and divisible, and if any part is held invalid, the remaining provisions shall continue in full force and effect.

Mariposa County Unified School District	Mariposa County Board of Supervisor (Chairperson)
Name: Jeff Aranguena	Name
Title: Superintendent	Title
Address: PO Box 8, Mariposa	Address
Date: 9/30/25	Date:_____

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-432

MEETING: October 21, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve an Agreement with California Psychiatric Transitions, Inc., in an Amount Not to Exceed $290,000, for Mental Health Rehabilitation Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with California Psychiatric Transitions, Inc., in an Amount Not to Exceed $290,000, for Mental Health Rehabilitation Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

California Psychiatric Transitions (CPT) is located in Delhi, California, and is one of a very limited number of Mental Health Rehabilitation Centers (MHRC) that specialize in working with people with severe and treatment-resistant mental illness. CPT only accepts individuals on extended legal holds, such as LPS conservatees. CPT provides specialized intensive care and has the unique ability to render constant and immediate attention with two on-site psychiatrists, a family nurse practitioner, and 24-hour nursing staff. The County of Mariposa does not operate any locked inpatient Institutions for Mental Disease and therefore contracts for such services. These services are necessary for people who are unable to live independently.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors does not have a prior history with California Psychiatric Transitions, Inc..

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Non-approval of this agreement increases the risk of clients not receiving services mandated by the state.

FINANCIAL IMPACT

There is no impact to the General Fund.

ATTACHMENTS

1. CPT Mariposa 52-9-29

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

AGREEMENT FOR MENTAL HEALTH REHABILITATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this___ day of ____, 2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and California Psychiatric Transitions, Inc., hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2025 and terminate on June 30, 2026, unless extended as provided by this Agreement.

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $290,000 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

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

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

Contractor shall, upon reasonable prior written notice and during normal business hours, , , make available to County for examination only those records that are directly relevant to services provided under this Agreement and to amounts invoiced to County hereunder. Any such inspection shall be conducted in a manner that does not unreasonably interfere with Contractor's operations and shall be limited to documentation necessary to verify performance of the Agreement. To the extent applicable by law, and only if County's payments under this Agreement consist of direct public funds, Contractor shall be subject to audit by the California State Auditor pursuant to Government Code section 8546.7. Notwithstanding any other provision contained herein, County and Contractor agree that Contractor does not meet the definition of a Non-Federal Entity under 2 CFR 200 and does not bill via Medi-Cal and/or Medi-care, and hence, is exempt from the audit provisions, cost reports, SAM.gov registration, submission of owner social security numbers and regulatory requirements applicable to such entities. The Parties further agree that any review of contracts, books, accounts, records, accounting and administrative documents, statistics, program procedures or any other information (collectively "Documentation") in Contractor's possession shall be limited solely to that Documentation that relates to the specific services provided by Contractor under this Contract. Nothing contained herein shall be deemed to allow inspection of the financial statements or any other Documentation relating to the operation of California Psychiatric Transitions.

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:
California Psychiatric Transitions, Inc
PO Box 339
Delhi, CA 95315

COUNTY:
County of Mariposa
PO Box 99
5362 Lemee Lane
Mariposa, CA 95338

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit B. Termination shall not be deemed complete until County has removed all of its clients from Contractor's facility, and County shall remain financially responsible for all days during which its clients continue to receive services.

B. Either party may terminate this Agreement for convenience upon 30 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B. County shall remain responsible for ensuring discharge or transfer of its clients prior to the effective date of termination and shall compensate Contractor accordingly.

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. Termination shall be effective no sooner than ten (10) calendar days following written notice, unless the breach poses an imminent risk to client health or safety. In all cases, County shall remain responsible for removing its clients and compensating Contractor for services through the date of discharge. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with

full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal year covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, County shall have no liability to pay any funds whatsoever to Contractor or furnish any other considerations under this Agreement, **except that County shall remain financially responsible for payment of all services provided up to and including the date all County clients are discharged from Contractor's facility.** Termination shall not be deemed complete until all County-referred clients are removed.. 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 that County must reimburse Contractor for all services rendered up to and including the date of removal of all County clients from Contractor's facility,, or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Rosemarie Smallcombe, Chair Board of Supervisors	Aaron Stocking, COO & Facility Director California Psychiatric Transitions
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Kevin Briggs Acting County Counsel

Exhibit A
SCOPE OF WORK

Services and Personnel
CONTRACTOR shall provide mental health rehabilitation services through one of three units best suited to COUNTY beneficiaries who are authorized for services by COUNTY.

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

COUNTY shall submit client referrals to CONTRACTOR for consideration. CONTRACTOR will assess each referred client for clinical appropriateness and fit with the program. Admission is contingent upon CONTRACTOR's independent clinical assessment, bed availability, and operational capacity. CONTRACTOR retains sole discretion and final authority over all admission decisions.

Admission Agreement
Prior to placement of any client at Contractor's facility, County or its authorized representative shall sign and adhere to Contractor's standard Admission Agreement. No client shall be admitted without execution of this agreement. The Admission Agreement governs client-specific terms, rights, responsibilities, facility rules, and the daily payment rate applicable to the client's assigned treatment level/unit (e.g., $1,024/day for the Disruptive Behavior Unit, $736/day for Forensic clients, or $518/day for the MHRC level). Execution of the Admission Agreement is required for compliance with Contractor's licensure and internal policy and shall serve as confirmation of County's agreement to the applicable daily rate for the placement.
All personnel rendering services shall be employed by or under contract with Contractor. They shall be members of Contractor inpatient professional staff. The services shall be provided under the direction of the Contractor Facility Director and shall meet appropriate professional standards.

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

CONTRACTOR shall participate in reasonable concurrent review processes as requested by the County. Participation may include phone consultation and provision of current status and progress notes. COUNTY acknowledges that CONTRACTOR does not bill Medi-Cal and does not submit "claimed days" for reimbursement.

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

In a timely manner and as mutually agreed upon, the CONTRACTOR shall provide to the COUNTY "Case Progress Summarization Notes" and a copy of the Discharge Summary for each client including any mental health assessments and diagnosis. Prior to discharge, the

CONTRACTOR shall contact the COUNTY's assigned Hospital Liaison by phone, secure email or secure fax for coordination and consultation purposes. Secure fax number is 209 742-0996 and phone is 209 966-2000. Client records shall include enough information for an evaluation of services provided.

County shall designate a Facility Liaison who shall be responsible for ongoing contact and consultation with County patients and facility staff.

Contractor shall keep County Facility Liaison fully informed of each County patient's progress and shall collaborate in pre-discharge and discharge planning.

County Facility Liaison shall be responsible for arranging community supports deemed necessary for each County Patient to be discharged.

If Contractor's treatment team determines that a County client has exceeded Contractor's level of care, or the client is no longer an appropriate for placement, Contractor will immediately notify County Behavioral Health, who discharge the client within 72 hours.

Protected Health Information (PHI)
CONTRACTOR agrees to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity contractor performs on behalf of County, to the extent County would be required to comply with such requirements. Contractor does not provide substance use disorder services subject to 42 C.F.R. Part 2

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

Contractor will comply with all applicable laws pertaining to use and disclosure of PHI including but not limited to:
HIPAA / 45 C.F.R. Parts 160 and 164
LPS / W&I Codes Sections 5328-5328.15
45 C.F.R. Part 2
HITECH Act 42. U.S.C. Section 17921 et. seq.
CMIA Ca Civil Code 56 through 56.37
Title 9, CCR Section 1810.370(a)(3)

Security Breaches
All security breaches will be reported to the Quality Assurance unit and DHCS via phone, fax, or mail within 48 hours in accordance with applicable state and federal law (as defined by the HITECH Act).

Exhibit B
COST PROPOSAL

Rates

Mental Health Rehabilitation Center Rates

LPS	$518/day
1:1 Monitoring	$59/hour

Disruptive Behavior Unit Rates

LPS, IST, DIV, Murphy	$1024/day
1:1 Monitoring	$59/hour

Forensic Rates

LPS, DIV, Murphy	$736/day
1:1 Monitoring	$59/hour

The total amount of the agreement is not to exceed $290,000

Billing and Payment Terms:
Contractor shall submit monthly invoices to County by the 10th calendar day of each month for services provided during the preceding month. Invoices shall reflect the number of service days and applicable rate(s) for each client. County shall remit payment to Contractor within thirty (30) calendar days of receipt of an approved invoice.

Invoices shall be submitted to:
Mariposa County Health and Human Services Agency
Behavioral Health Division
PO Box 99
Mariposa, CA 95338

Payments shall be made to:
California Psychiatric Transitions, Inc.
PO Box 339
Delhi, CA 95315

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: October 21, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Proclaim the Month of October 2025 as "Breast Cancer Awareness Month" and October 17th, 2025, as "Mammography Day"

RECOMMENDATION AND JUSTIFICATION

Proclaim the Month of October 2025 as "Breast Cancer Awareness Month" and October 17th, 2025, as "Mammography Day".

This proclamation will bring attention to breast cancer. Increasing the awareness of the impacts of both breast cancer and of early detection and intervention may lead to increased screening/mammography and decrease the burden of disease in the community.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has previously recognized this month as "Breast Cancer Awareness Month" via proclamation and has recognized "Mammography Day."

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not proclaim and miss the opportunity to recognize and raise awareness for an important cause.

FINANCIAL IMPACT

No financial impact.

ATTACHMENTS

1. **October - Breast Cancer Awareness Month and Mammography Day**

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

The Mariposa County Board of Supervisors

proclaims

The Month of October 2025

as

"Breast Cancer Awareness Month"

and the

17th Day of October 2025

as

"Mammography Day"

WHEREAS, breast cancer is the most commonly diagnosed cancer among American women, besides skin cancer; and

WHEREAS, in 2025, approximately 316,950 women in the United States will be diagnosed with invasive breast cancer. About 16% of women with breast cancer are younger than 50 years of age. Approximately 66% of breast cancer cases are diagnosed at a localized stage, before the cancer has spread outside of the breast, when treatments tend to work better; and

WHEREAS, death rates from breast cancer have been declining, and this decline is thought to be the result of treatment advances, earlier detection through screening, and increased awareness; and

WHEREAS, mammography, an x-ray of the breasts can detect breast cancer up to two years before physical symptoms can be seen or felt; and

NOW, THEREFORE, BE IT PROCLAIMED that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, proclaims the month of **October, 2025, "Breast Cancer Awareness Month"** and the day of **October 17th, 2025, as "Mammography Day"**.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 21st Day of October, 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 2025-433

MEETING: October 21, 2025

TO: The Board of Supervisors

FROM: Ryan Oliphant, Chief Probation Officer

RE: Approve an Agreement with Noble Software Group, LLC., in an Amount Not to Exceed $31,707.78, to Provide a Risk and Needs Assessment and Case Planning Software Program; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Noble Software Group, LLC., in an Amount Not to Exceed $31,707.78, to Provide a Risk and Needs Assessment and Case Planning Software Program; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Noble Software has been providing the Probation Department with evidence-based assessments and case planning services for over ten years. The assessments consist of a Static Risk Assessment (SRA) and an Offender Needs Assessment (ONA). The SRA is based on adult offender demographics and criminal history, while the ONA allows for greater information gathering to be used in the identification of top criminogenic needs for case planning purposes.

In addition to the SRA and ONA used on adult offenders, the Positive Achievement Change Tool, or PACT, is the risk assessment tool used on the juvenile population. The PACT is a comprehensive instrument providing insight into the behavioral needs of a youth. It is designed to give practitioners and screening personnel an evaluation of a youth's risk level based on their criminal and social history background.

All criminal justice individuals referred to the Probation Department are assessed using one or more of the tools provided by Noble Software. The program has been integrated into the department's case management system, making the officers more efficient and allowing for easy data collection. Case plans are shared with treatment providers to aid in rehabilitative efforts.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has continued to support evidence-based programming for increased public service and safety.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board does not support this Agreement, the Probation Department will not be able to continue the partnership with Noble Software and will have to look for alternative assessments, which will be costly and create additional work for staff. Additionally, without an assessment tool, data collection for

grant funding will be difficult and could potentially eliminate grant opportunities.

FINANCIAL IMPACT

There is no financial impact to the general fund. The program will be funded by non-general fund public safety realignment probation budgets.

ATTACHMENTS

1. 2025-10-01 - SOFTWARE HOSTING AGREEMENT

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

SOFTWARE HOSTING AGREEMENT

between

NOBLE SOFTWARE GROUP, LLC

and

County of Mariposa

THIS SOFTWARE LICENSE AGREEMENT (this "Agreement") is made and entered into and effective October 1, 2025 (the "Effective Date") by and between Noble Software Group, LLC, (hereinafter called "Noble"), and County of Mariposa, located at 5091 Bullion Street, Mariposa, CA 95338 (hereinafter called "Client").

RECITALS

WHEREAS, Client desires to obtain a non-exclusive license to use certain proprietary software and related documentation from Noble under the terms and conditions of this Agreement; and

WHEREAS, Noble desires to grant such license to Client as a hosted service under the terms and conditions of this Agreement and to perform additional services, including but not limited to installation, integration, testing, and training of the Noble software under the terms and conditions of subsequent Work Orders (defined below) issued under this Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties hereby agree as follows:

1. DEFINITIONS

1.1 "Agreement": This Agreement including the following Exhibits:

Exhibit A Licensed Software

Exhibit B Third Party Materials

Exhibit C Client Tasks

Exhibit D Pricing

which are incorporated herein for all purposes.

1.2 "Documentation": Text materials which describe the design, function, operation and use of the Licensed Software and which are customarily delivered by Noble to licensees thereof.

1.3 "Licensed Software": The source and object code software identified in Exhibit A as Licensed Software, delivered solely by the Hosting Site.

1.4 "Third Party Materials": Those products specified as such in Exhibit B which will be procured by Noble from a third party for delivery to Client. Unless identified in Exhibit B or upon notice and written approval of Client, Noble will not deliver any Third Party Materials.

1.5 "User Position": Workstations, personal or desktop computers, terminals or other items installed to support and be dedicated to, at any one time, a single individual as part of the Licensed Software.

1.6 "Work Order": A written document, signed by both parties, specifying the mutually-agreed upon terms for the performance of additional tasks by Noble and which, upon performance, shall be included in and governed by all other terms and conditions of this Agreement. If the Work Order calls for the development of software, the Work Order shall also specify ownership of any intellectual property created thereby in a manner consistent with the title provisions of this Agreement set forth in Section 6, below, and the acceptance criteria for such software.

1.7 “Hosting Site”: An internet-based website maintained by Noble for the purposes of delivering the Licensed Software to Client.

2. SCOPE OF TASKS

2.1 Upon execution of this Agreement and receipt of the license fees due hereunder, Noble will promptly deliver a hosted website with the Licensed Software to Client and accomplish its responsibilities under this Agreement provided that Client timely completes its responsibilities under this Agreement, specifically including those set forth in Exhibit C: Client Tasks.

2.2 Client is responsible for meeting the environmental site requirements set forth in Exhibit C: Client Tasks in a timely manner and at the Client's cost.

2.3 Client may request the performance of additional tasks. If Noble agrees, each such task will be documented in a Work Order which will specify the tasks to be performed, the deliverables, the time table for performance and the basis for payment whether on a fixed-price ("Fixed Price") or time-services-materials-and-expenses (T&M") basis. Unless specified otherwise in the Work Order, the terms and conditions of this Agreement shall apply to performance of the Work Order. The pricing for T&M work shall be at Noble customary pricing schedules unless a specific price is set forth in the Work Order.

3. CONSIDERATION

3.1 In consideration of Noble's performance, Client agrees to pay Noble in accordance with the following provisions:

(a) License and Other Fixed Price Fees. The charges for Licensed Software and other fixed price items are or shall be set forth in Exhibit D or Work Orders and payable as set forth therein or, if not set forth, payable as follows: the balance payable upon acceptance.

(b) T&M Fees. The charges for performance of any T&M tasks due to Work Orders will be billed monthly for charges incurred in the previous monthly period and are due and payable within thirty (30) days of the date of the invoice. Expenses may include, but are not limited to, reasonable charges for materials, office and travel expenses, graphics, documentation, research materials, computer laboratory and data processing, and out-of-pocket expenses reasonably required for performance. Expenses for travel and travel-related expenses and individual expenses in excess of US$500 require the prior approval of Client.

3.2 This section intentionally omitted.

3.3 All payments shall be made in United States dollars. International payments will be made by wire transfer to a bank designated by Noble.

4. TAXES

4.1 Client agrees to indemnify and hold Noble harmless from any taxes including, but not limited to, sales tax, use tax, withholding, value-added or similar tax, and property taxes that may be assessed or levied by any jurisdiction arising out of the performance of this Agreement but excluding any taxes based upon or determined by reference to Noble's income or level of business activity ("Taxes"). It is understood and agreed that the prices and estimates set forth in this Agreement do not include provision for Taxes and Noble does not collect such taxes for deposit with any federal, state or local taxing authority.

5. ACCEPTANCE

5.1 Unless the parties agree otherwise herein or in a Work Order, the Licensed Software will be considered accepted upon delivery. In the event that there are multiple sites, acceptance of the Licensed Software, or any part thereof, at the first such delivery shall constitute acceptance at all subsequent sites.

5.2 If a Work Order calls for installation and acceptance testing, the parties agree to the following procedure.

(a) Following proper installation of the Licensed Software by Noble pursuant to the Work Order, unless specified in the Work Order, the parties will perform the acceptance tests provided by Noble for the purpose of determining that the Licensed Software performs substantially in accordance with its Documentation or, in the case of new software

development, substantially in accordance with Client's functional requirements for such software. If the Licensed Software (including newly developed software) substantially performs the acceptance tests, Client shall notify Noble within five (5) days, and the date of notification shall be the acceptance date. Failure to do so will constitute acceptance. Testing will be scheduled in accordance with the implementation plan set forth in the Work Order.

(b) If Client fails to notify Noble of any material defect within thirty (30) days of installation of the Licensed Software, the Licensed Software shall be deemed accepted by Client.

(c) If Client notifies Noble in writing and demonstrates to Noble that the Licensed Software has not substantially met the acceptance tests, Noble shall make corrections and modifications to the Licensed Software so as to meet such criteria. The charges for corrections and modifications to Fixed Price components are included in the Fixed Price established therefor. The charges for corrections and modifications to T&M components will be charged on a T&M basis.

(d) Corrections and modifications will be accomplished on a timely basis to make the Licensed Software ready for retesting by Client. The parties shall repeat the acceptance tests as soon as reasonably requested by Noble and Client shall notify Noble within five (5) days after such tests have been conducted if and when the Licensed Software is accepted. In the event that the Licensed Software (or parts thereof) does not pass the applicable acceptance test(s), Client may issue a conditional acceptance, upon terms acceptable to both parties, which will permit utilization in production and continued correction by Noble of any defects. If Client declines to grant conditional acceptance, then Client may terminate this Agreement in accordance with section 8.5. Otherwise, the date of the last such test shall be the acceptance date.

(e) In the event the Licensed Software (or parts thereof) does not pass the applicable acceptance test(s), but is utilized by Client in a production environment for a period of thirty (30) consecutive business days, it shall be deemed accepted for all purposes as if it had successfully passed such acceptance test(s).

6. TITLE

6.1 Noble shall retain title to all intellectual property rights embodied in the Licensed Software, Documentation and any modification or enhancement of the Licensed Software or Documentation made under this Agreement or any Work Order ("Noble Property").

6.2 Client shall retain title to all intellectual property rights embodied in software, and any modification or enhancement thereof, that is provided or developed solely by Client without any violation of the terms of this Agreement and which is not Noble Property ("Client Property").

6.3 The parties agree that performance hereunder may result in the development of new concepts, software, methods, techniques, processes, adaptations and ideas, in addition to the Noble Property and/or Client Property, which may be delivered by Noble or embedded in Noble's deliverables ("New Property"). The parties agree that ownership of New Property shall be determined on a case by case basis prior to the execution of a Work Order requiring the delivery of any New Property and such ownership shall be clearly detailed in such Work Order. The parties intend for the designation of ownership in the Work Order to be consistent with (but not necessarily bound by) the following guidelines:

(a) New Property which contains Client's proprietary or confidential information shall belong to Client to the extent it contains such information; and

(b) New Property which contains Noble's proprietary or confidential information shall belong to Noble to the extent it contains such information; and

(c) Any other New Property for which ownership is not allocated by Work Order or by the above default rules shall belong to Noble.

6.4 Each party will assign and shall cause its respective employees, agents, and contractors to assign, without further consideration, the ownership of software and/or documentation, including all associated intellectual property rights therein, as necessary to give effect to the ownership terms specified in this Agreement. Each party agrees to perform, at the reasonable request of the owner of such software and/or documentation, such further acts as may be necessary or desirable to transfer ownership of, and to perfect and defend, such software and/or documentation or other deliverable or work product in order to give effect to these ownership terms.

6.5 In as far as data entered into the system by Client, such data shall be deemed to be owned by Client. Noble shall have right to use, at its sole discretion, such data in an anonymous fashion, for the purposes of research, validation, and other commercial use. Anonymous data is defined, for the purposes of this section, to refer to data that have had all personally identifying characteristics removed, destroyed, obfuscated, or otherwise rendered de-identifying of the person to whom they relate.

7. LICENSE

7.1 In accordance with the terms herein, Noble grants to Client, and Client accepts from Noble, a personal, non-exclusive and non-transferable (except as otherwise specifically provided by this Agreement) hosting service license to use the current version of Licensed Software (or any other version provided to Client by Noble)on Noble’s hosting servers for the term of this agreement.

7.2 Software shall be able to be used at any of Client's business premises without the prior approval of Noble. The Licensed Software may not be used at other locations unless Noble is notified and approves otherwise, such approval not to be unreasonably withheld. Use of the

Licensed Software may be subsequently transferred to other locations maintained by Client, provided (1) the total number of User Positions at which the Licensed Software is used by Client does not exceed the number of User Positions specified in Exhibit A and (2) Client provides Noble with written notice within thirty (30) days after such transfer.

7.3 The Licensed Software shall be used only for the processing of Client's own business, which may include servicing and maintaining records on behalf of its customers and clients. Client shall not permit any third party to use the Licensed Software. Authorized agents or contractors of Client acting for Client shall not be considered "third parties" for purposes of such limitation provided, however that disclosure of Noble Confidential Information to such agents or contractors will be subject to the provisions of Section 18 ("Confidentiality").

7.4 Client shall not use or allow the use of the Licensed Software (a) for rental or in the operation of a service bureau; (b) through terminals located outside Client's business premises by persons not employed by or under contract with Client; or (c) as on-line control equipment in the operation of a nuclear facility, aircraft navigation or aircraft communication systems, or air traffic control machines.

7.5 Client shall have the right to reproduce one (1) copy of the Licensed Software and Documentation for archival purposes.

7.6 Client shall not, either directly, or through a third party, reverse engineer, disassemble or decompile any software provided by Noble, or make any attempt in any fashion except as specifically provided in this Agreement to obtain the source code to the Licensed Software, nor shall Client reproduce or distribute, the Licensed Software or Hosted Site, or any part thereof, as part of any other software program. Further, Client may not create any software program which makes direct function calls to any libraries which are Third Party Materials and which are designated as unavailable for such purposes in Exhibit B.

7.7 Client is strictly prohibited from installing any third party software on Noble’s servers without the express written authorization of Noble.

(a) In the event that the authorized third party software disrupts Noble’s server, Noble shall have the right to temporarily disable the software until the problem can be resolved.
(b) In the event that the Client installs third party software on Noble’s servers without the express written authorization of Noble’s, Noble shall have the right to terminate the Services without notice pursuant to Section 8 herein

8. TERM AND TERMINATION

8.1 The term of this Agreement shall be for three (3) years. Contract service shall commence upon the effective date of this agreement and shall remain in effect for a three-year (3-year) term until terminated (i) by Client in the event the Hosted Site is taken out of service and upon sixty

(60) days' notice to Noble; (ii) by either party upon sixty (60) days' notice prior to the expiration of the original three-year (3-year) term; (iii) by either party upon a default of the other party, such default remaining uncured for thirty (30) days from the date of written notice from the non-defaulting party to the other specifying such default; (iv) upon the bankruptcy or insolvency of Noble; or (v) the Software Hosting Agreement is terminated. Upon such termination, Noble shall refund to Client a portion of the maintenance fee prorated to reflect the date of termination and neither Noble nor Client shall have any further obligations hereunder, unless the termination is enacted by Client under part two (ii) of this section, in which case no refund of maintenance fees is due to Client by Noble.

8.2 Each party has the right to terminate this Agreement and license(s) granted herein:

(a) Upon written notice if the other party, its officers or employees violate any material provision of this Agreement including, but not limited to, Section 18 ("Confidentiality") or Section 3 ("Consideration"), provided that the non-breaching party is in substantial compliance with the terms of this Agreement. The default notice must be clearly identified as such, be referenced to this Section 8, and specify in detail the basis for the alleged material breaches. Except with regard to breaches of confidentiality (which shall be ten [10] days) and payment obligations (which shall be fifteen [15] business days), the breaching party shall have thirty (30) days from receipt of such notice to correct such breach;

(b) In the event the other party (i) terminates or suspends its business, (ii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statute or (iii) becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority.

8.3 In the event of termination by reason of Client's failure to substantially comply with any material part of this Agreement, or upon any act which shall give rise to Noble's right to terminate, Noble shall have the right, at any time, to terminate the license(s), deactivate the Hosted Site, and take immediate possession of the Licensed Software and documentation and all copies wherever located, without additional demand or notice. Within five (5) days after termination of the license(s) as provided above, Client will return to Noble any Licensed Software in the form provided by Noble or as modified by Client at Client's cost, or upon request by Noble destroy the Licensed Software and all copies, and certify in writing that they have been destroyed. Termination under this Article shall not relieve Client or Noble of obligations regarding confidentiality of the Licensed Software.

8.4 Without limiting any of the above provisions, in the event of termination as a result of Client's failure to substantially comply with any of its material obligations under this Agreement, Client shall continue to be obligated for any payments due. Termination of the license(s) shall be in addition to and not in lieu of any equitable or other remedies available to Noble.

8.5 Notwithstanding anything contained in this Section 8 to the contrary, once Client has made full payment of the license fee for any particular term of hosting the Licensed Software, Noble

cannot terminate the license granted hereunder with respect to such program, except for an uncured breach by Client of the terms of Section 7 ("License"), Section 11 (“Compliance with Law”), Section 18 ("Confidentiality") or Section 22 ("Assignment").

8.6 Notwithstanding anything herein to the contrary, in the event of termination of this Agreement by Client for cause prior to acceptance of the Licensed Software, the software licenses granted hereunder shall be canceled and Client shall discontinue use of the Licensed Software and Hosting Site and return all copies thereof to Noble and Noble shall refund any license fees paid. Upon such termination and return of the Licensed Software and repayment, the parties hereto shall be discharged of all further liabilities under this Agreement except for such liabilities arising out of the continuing obligations of confidentiality and non-solicitation of employees.

8.7 Notwithstanding anything herein, pursuant to Sections 7.7 and 11, Noble may immediately terminate this agreement and withdraw the hosting services in the event that in the sole discretion of Noble, it determines that:

(a) Client is using or allowing, authorizing or assisting the Hosted Site to be used for illegal purposes; or
(b) Client downloads or installs third party software to its Hosting Site without the express written authorization of Noble.

9. WARRANTIES

9.1 Noble warrants that, for thirty (30) days following Client acceptance of the Licensed Software furnished under this Agreement or the deliverables provided pursuant to a Work Order hereunder (the "Warranty Period"), the Licensed Software, exclusive of Third Party Materials, will substantially conform to the accepted level of performance as set forth in Section 5.2(a) ("Warranty"). To the extent that Client notifies Noble in writing during the applicable Warranty Period of any material non-conformity of the Licensed Software or deliverables with such acceptance level, and provides Noble with (a) Client's estimation of the severity of such non-conformity and (b) such printouts, typescripts, documentation and other details of such non-conformity as Noble shall request, Noble's sole obligations to use reasonable commercial measures to remedy or provide a work-around for such defect. In determining the timing of its response, Noble shall be entitled to take into account the severity of the defect. In the event that Noble determines that the Licensed Software is not defective in such respect, Client shall reimburse Noble for its services at Noble's then current consulting rate for such services.

9.2 To the extent its agreement with a supplier of Third Party Materials permits, Noble shall pass through to Client any performance warranty relative to such Third Party Materials; provided, however, that Noble makes no additional or supplemental warranty with respect thereto.

9.3 Noble warrants that it has, and on the date of acceptance of the Licensed Software will have, the full right and authority to grant this license and that neither this license nor performance

under this Agreement does or shall conflict with any other agreement or obligation to which Noble is a party or by which it is bound.

9.4 Noble warrants that its technical and consulting services will be of a professional quality conforming to generally accepted industry standards and practices. During the thirty (30) day period following completion of any such services, Noble shall, upon receipt of written notice from Client describing a breach of the foregoing Warranty in such reasonable detail as is requested by Noble, perform the services described in such written notice so as to conform to generally-accepted industry standards and practices.

9.5 These warranties do not cover defects or nonperformance due to causes and products external to the Licensed Software, and are not valid with respect to such defects or nonperformance.

9.6 If the Licensed Software is not in substantial compliance with the warranties contained in this Agreement at the end of the Warranty Period, Noble shall extend the Warranty Period until the Licensed Software is brought into such compliance.

9.7 If any modification is made to the Licensed Software by Client without Noble's approval, this Warranty shall immediately be terminated with respect to such modified software. Correction for difficulties or defects traceable to Client's unauthorized modifications or unauthorized systems changes shall be billed to Client at Noble's standard time and material charges.

9.8 Noble makes no warranties with regard to Third Party Materials. Along with the transfer of title, Noble agrees to transfer and assign to Client all of Noble's rights and interests in and with respect to all purchase agreements for Third Party Materials being supplied under this Agreement between Noble and other manufacturers and distributors, subject to any limitations set forth in such agreements relating to such transfers. Upon request by Client, all purchase agreements will be submitted to Client for prior approval. Noble will execute any documents or instruments reasonably necessary to effect the transfer and assignment of Noble's rights and interests thereunder. Noble makes no representation as to the effectiveness, adequacy or enforceability of such transferred rights.

9.9 Except as otherwise specifically provided by this Agreement, Noble's sole liability for any damages relating to the (a) performance of the Licensed Software and sufficiency of the services hereunder or (b) matters covered by this Warranty, shall be limited to the provisions of this Section 9 regardless of whether any liability is based on contract or other theory.

9.10 THE WARRANTIES IN THIS SECTION 9 ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY NOBLE. NOBLE MAKES AND CLIENT RECEIVES NO ADDITIONAL WARRANTY, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO AGENT, CONTRACTOR OR EMPLOYEE OF NOBLE, EXCEPT NOBLE'S DULY AUTHORIZED REPRESENTATIVE, IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF NOBLE AS SET FORTH HEREIN.

10. NON-SOLICITATION OF EMPLOYEES

10.1 Each party agrees that, during the period of performance of this Agreement, and for a period of one (1) year following completion of the period of performance, it will not solicit for employment or hire the employees of the other party without such other party's prior written consent thereto. The period of performance for purposes of this Section 10 shall begin on the effective date of this Agreement and end upon the earlier to occur of: (1) final payment by Client of any fees due under Section 3 of this Agreement; or (2) termination of this Agreement and the license(s) granted hereunder.

10.2 If either party hires any personnel of the other party who are or have been assigned to perform work for the party seeking to hire such personnel under this Agreement, the hiring party shall pay the other party a fee for the additional benefit obtained thereby. If such hire occurs during the performance of this Agreement or within one (1) year following completion of the period of performance, the hiring party shall pay an amount equal to one hundred percent (100%) of the total first year compensation paid to such personnel.

11. COMPLIANCE WITH LAW

11.1 This Agreement is made subject to any laws, regulations, orders or other restrictions on the export of the Licensed Software, or information about the Licensed Software, which may be imposed at any time or from time to time by the United States Government. Client (i) shall comply with all such laws, regulations, permits, orders and other restrictions to the extent that they are applicable to Client and (ii) shall not, directly or indirectly, export or re-export (as defined in the United States Export Administration Regulations) the Licensed Software or any information about the Licensed Software to any country for which the United States Government, or any agency thereof, requires an export license or other governmental approval without first obtaining the same. Noble shall comply with all applicable statutes with respect to labor employed, and shall protect and indemnify Client against any payroll taxes or contributions imposed with respect to employees of Noble or any subcontractor by any applicable law dealing with old age benefits, FICA, unemployment compensation, health insurance and related subjects. Noble and Client agree that Noble is an independent contractor. Noble shall be liable for and hereby represents to Client that all payments and obligations to subcontractors and suppliers will be timely made and satisfied at all times during the term of this Agreement, and agrees to indemnify Client for any loss to Client relating to Noble's violation of the provisions of this Article, provided, however, Noble is given prompt written notice of any claim or action and control, authority, information, and reasonable assistance for defense or settlement thereof; and provided further that Client shall not settle such claim, suit or proceeding without the written consent of Noble.

11.2 Client acknowledges and agrees that Noble may elect at its sole discretion to monitor the activities of the Client on it Hosted Site. Client agrees to use the Services and the Website for legal purposes only. In the event that Noble becomes aware or reasonably believes, in its sole discretion, that the Website is being used for illegal purposes, Noble shall be entitled to

immediately terminate the Agreement and the Services without notice in addition to any remedies to which it may be entitled under law.

11.3 Client agrees to indemnify and save harmless Noble from and against all losses, damages, actions or causes of action, suits, claims, demands, penalties and interest arising in connection with or out of any illegal use of the Licensed Software or the Hosted Site.

12. APPLICABLE LAW

12.1 The law of the State of Washington applies to this Agreement and the rights, duties, and obligations of the parties hereto. The state and or federal courts in King County, Washington, shall have exclusive jurisdiction of any action arising out of or relating to this Agreement and each of the parties further irrevocably agrees to waive any objection to the venue of any such suit or proceeding in King County, Washington, or to in personam jurisdiction, provided that service is effective.

12.2 The United Nations Convention on Contracts for the International Sale of Goods is excluded from application hereto.

13. PROPRIETARY RIGHTS INDEMNITY

13.1 Noble shall defend, indemnify and hold harmless Client with respect to any claim, demand, cause of action, or liability, including attorneys' fees, to the extent that such is based upon a claim that the Licensed Software, (including any deliverables pursuant to Work Orders) used by Client within the scope of the licenses granted hereunder, infringes any United States, UK, Hong Kong, France, Germany, Switzerland, or Japan patent, any United States copyright, or any trade secret or other intellectual property rights; provided that Noble is promptly notified in writing of such claim and provided further that Noble shall have the exclusive right to control such defense. The acceptance, by Noble, of tender of defense of any claim shall give Noble the right to select legal counsel and manage the defense, provided that Client shall be given regular notice and opportunity to participate in such litigation, at Client’s expense. In no event shall Client settle any claim, lawsuit or proceeding without Noble's prior written approval. Client may, at its own expense, assist in such defense if it so chooses.

13.2 In the event of any such claim, litigation or threat thereof, Noble, at its sole option and expense, may procure for Client the right to continue to use the Licensed Software or, at its sole option and expense, may replace or modify the Licensed Software with functionally-compatible, non-infringing software. If such settlement or such modification is not reasonably practical in the sole opinion of Noble, after giving due consideration to all factors including financial expense, or if a temporary or final injunction or other judgment is obtained against Noble with respect to the Licensed Software or any part thereof, Noble may cancel this Agreement or the applicable Work Order and the licenses granted thereunder upon fifteen (15) days written notice to Client and shall refund to Client the unamortized portion of the amounts paid to Noble by Client for the development and/or acquisition thereof based upon five (5) year straight-line depreciation, such depreciation to commence on the date on which

the Licensed Software was first accepted hereunder. Upon such repayment Noble shall be discharged of all further liability hereunder except for the obligations set forth in Section 13.1 hereof.

13.3 To the extent its agreement with a vendor of Third Party Materials permits, Noble will pass through to Client any proprietary rights indemnity relating to such Third Party Materials; provided, however, that Noble gives no additional or supplemental indemnity with respect thereto.

13.4 The foregoing states the entire liability of Noble and the exclusive remedies of Client with respect to the infringement of any proprietary rights by the Licensed Software or any parts thereof, and Client hereby expressly waives any other such liabilities.

14. GENERAL INDEMNITY

14.1 The parties acknowledge that it may be necessary for the employees of each to be present at the facilities of the other for extended periods of time. The parties agree upon reasonable notice to provide the employees of the other with all reasonable facilities and services to assure that their services may be properly performed.

14.2 Each party will instruct its employees to conform to the internal regulations and procedures of the other party while on such party's premises.

14.3 Additionally, each party agrees to indemnify, defend, and save harmless the other party, its officers, agents and employees from any and all claims and losses accruing or resulting to any person, firm, or corporation for personal injury or tangible property damage, but only to the extent of the negligence and/or willful misconduct of the indemnifying party.

15. INSURANCE

15.1 Noble certifies, and will provide evidence thereof at Client's request, that Noble maintains:

15.2 A standard policy covering the obligations of Noble for Worker's Compensation Insurance pursuant to the laws of California or such other jurisdiction as applicable.

15.3 Insurance covering bodily injury and property damages in the amount of not less than $1,000,000 for each occurrence and $3,000,000 aggregate. Such coverage may be achieved through a combination of commercial general liability and umbrella liability policies.

15.4 Automobile liability insurance covering all owned, non-owned, and hired vehicles with a combined single limit for bodily injury and property damage of not less than $2,000,000 per accident.

15.5 Cyber Liability Insurance, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and

obligations as is undertaken by Noble in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage or destruction of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

15.6 Technology Professional Liability Errors and Omissions Insurance appropriate to Noble's profession and work hereunder, with limits not less than $2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Noble in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage or destruction of electronic information. The policy shall provide coverage for breach response cots, regulatory fines and penalties as well as credit monitoring expenses. a. The policy shall include or be endorsed to include property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Client under the care, custody, or control of Noble. If not covered under Noble's liability policy, such "property" coverage of the Client may be endorsed on the Noble's Cyber Liability Policy as covered property as follows: If Noble maintains broader coverage and or higher limits tan the minimums shown above, the Client requires and shall be entitled to the broader coverage and/or the higher limits maintained by Noble. Any available insurance proceeds in excess of the specified minimum amounts of insurance and coverage shall be available to the Client

16. LIMITATION OF LIABILITY

16.1 NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OF THE OTHER PARTY OR OF DIRECT DAMAGES GREATER THAN THE LIMITATIONS ESTABLISHED HEREIN EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16.2 Noble shall not be liable to Client for cumulative direct damages greater than the lesser of (1) the total amount having then been paid by Client to Noble under this Agreement, or (2) if such damages arise in connection with the performance of any Work Order, the amount having then been paid by Client to Noble under such Work Order; provided, however, that the limitation of this sentence shall not apply to Noble's obligations set forth in Section 13 ("Proprietary Rights Indemnity") or Section 14 ("General Indemnity") of this Agreement or for such liabilities covered by the insurance defined in Section 15 ("Insurance") in which case the limits of such coverage will govern.

16.3 Except where the limitation does not apply as described above, Client releases Noble from all obligations, liability, claims, or demands relating to the Licensed Software and Documentation and this Agreement in excess of the limitations provided for in this Section 16. The parties

acknowledge that the limitation set forth in this Section is integral to the amount of fees levied in connection with the license of the Licensed Software and Documentation and the services rendered hereunder and that, were Noble to assume any further liability other than as set forth herein, such fees would of necessity be set substantially higher.

16.4 Client further agrees that it shall have no claim or cause of action against third party licensors to Noble of any Third Party Materials which are embedded in the Licensed Software, except to the extent such rights have been duly assigned to Client.

17. FORCE MAJEURE

17.1 Neither party shall be liable for default or delay caused by any occurrence beyond its reasonable control or beyond the reasonable control of any subcontractor, including but not limited to fires, strikes, accidents, acts of God and subcontractor defaults. In the event Noble should be delayed in the completion of any portion of the work by reason of any such occurrence, the time within which the portion of work is to be completed shall be extended by the period of such delay, but no such extension shall be made unless a notice thereof is presented by Noble to Client in writing within ten (10) working days after the occurrence of such delay and no payment shall be made by Client to Noble for any expenses incurred by Noble by reason of any such default or delay.

17.2 In addition to the foregoing, Noble shall not be liable for default or delay caused by Noble's efforts to comply with U.S. Government export control laws and regulations. In the event that U.S. Government export control laws or regulations change after the execution of this Agreement and such changes inhibit or prohibit Noble from performing under this Agreement, Noble shall not be liable for its non-performance.

18. CONFIDENTIALITY

18.1 Any information which a party considers to be confidential or proprietary shall, if tangible, be marked as such or, if communicated orally, designated at the time and promptly confirmed in writing as such. Information which is so marked or designated and confirmed, and the Licensed Software regardless of form or designation, shall be "Confidential Information" under this Agreement. Information received by Noble while on the premises of Client shall be deemed Confidential Information whether marked as such or not.

18.2 Confidential Information shall be held in trust and used only as necessary for the performance of this Agreement. Confidential Information shall be treated with the same degree of care to avoid disclosure to third parties as is used with respect to the recipient party's own Confidential Information, but not less than a reasonable degree of care.

18.3 Confidential Information shall be disclosed only to those employees or agents of a party who have a need to know such information and are under a binding obligation of confidentiality with respect to any such information received. Confidential Information shall not be disclosed to any other third party without the prior written consent of the party to which the

Confidential Information belongs. The party receiving Confidential Information shall defend, indemnify and save the disclosing party harmless from and against any and all damages, including reasonable attorneys' fees, sustained as a result of the unauthorized use or disclosure of the disclosing party's Confidential Information.

18.4 Confidential Information shall not include information (a) at the time of its disclosure was known to the party to whom disclosed; (b) is already in the public domain or becomes generally known or published without breach of this Agreement; (c) is lawfully disclosed by a third party free to disclose such information; (d) is independently developed by the party to whom disclosed without reference to or use of the Confidential Information; or (d) is legally required to be disclosed provided that the party so compelled shall promptly notify the other party so as to permit such other party to appear and object to the disclosure and further provided that such disclosure shall not change or diminish the confidential and/or proprietary status of the Confidential Information.

18.5 Notwithstanding the restrictions of this Section 18, Noble or Client may announce the parties' relationship in a press release subject to the reasonable written approval of the other party.

19. DISPUTE RESOLUTION

19.1 Except as provided in Section 20 below and unless otherwise required in order to comply with deadlines under the law, neither party shall file an action or institute legal proceedings with respect to any dispute, controversy, or claim arising out of, relating to, or in connection with, this Agreement until: (a) the aggrieved party has given the other party written notice of its grievance setting forth the nature of the dispute, the amount involved, if any, and the remedy desired, and delivering same by certified mail; (b) the other party has failed to provide a prompt and effective remedy; (c) the aggrieved party has requested senior executives for both parties to meet and discuss the matter in order to consider informal and amicable means of resolution; and (d) either such meeting failed to occur within fifteen (15) days after such request or the meeting did not produce a mutually satisfactory resolution of the matter.

20. INJUNCTIVE RELIEF

20.1 Noble and Client hereby acknowledge and agree that damages at law and the dispute resolution provisions of Section 19 may be inadequate remedies for the breach of Sections 6 ("Title"), Section 7 ("License"), Section 10 ("Non-Solicitation of Employees") or Section 18 ("Confidentiality") hereof, and, accordingly, Noble and Client hereby agree that Noble and/or Client may be entitled to temporary and permanent injunctive or other equitable relief with respect to any such breach without the necessity of proving actual damages or posting a bond or other security or resorting to the provisions of Section 19. The rights set forth in this Section 20 shall be in addition to any other rights which the parties may have at law or in equity.

20.2 Noble and Client agree that if any portion of this Relief provision is found to be over-reaching or unenforceable, that these provisions can, nonetheless, be applied to the extent found to be enforceable.

21. NOTICES

21.1 Unless stated otherwise, all notices, approvals, consents, requests, demands, or other communication to be given to either party shall be in writing by any means where receipt is acknowledged, including electronic transmission, except by facsimile transmission, and shall be effective on the date of receipt thereof. If undeliverable, or if receipt is not acknowledged by the receiving party, such communication shall be effective ten (10) days from the date mailed or sent.

21.2 Such communication shall be addressed to the parties, except Default Notices and Notices of Termination which shall be addressed to the parties and their legal counsel, at their respective addresses set forth below, or at any other address that each party shall provide to the other in writing:

NOBLE'S LEGAL COUNSEL:

Noble Software Group, LLC	Lasher Holzapfel Sperry & Ebberson
PO Box 990891	601 Union St., Suite 2600
Redding, CA 96099	Seattle, WA 98101-4000
Attention: Chief Financial Officer	Attention: Ronald E. Braley

22. ASSIGNMENT

22.1 This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and permitted assigns. Neither party may assign this Agreement and/or any of its rights and/or obligations hereunder without the prior written consent of the other party and any such attempted assignment shall be void, except that either party may assign this Agreement and/or any of its rights and/or obligations hereunder, upon written notice to the other party to another entity in the event of that party's merger or consolidation with another entity, without the consent of the other party, provided that the assignee is capable of fulfilling and intends to fulfill the obligations of the assigning party under this Agreement. Each party may terminate this Agreement in case there is a change of control of the other party, but shall not be entitled to any refund whatsoever and all amounts owing shall be immediately paid. The term, “Change of Control” shall be limited to an ownership change of more than Fifty Percent (50%) during any twelve-month period. In the case of a governmental agency as Client, the term, “change of control” shall be limited to a complete transfer of the responsibilities of such agency for which this Software has been licensed to another agency.

23. GENERAL

23.1 This Agreement constitutes the complete and exclusive statement of the agreement between the parties as relates to the subject matter and supersedes all proposals, oral or written, and all other representations, statements, negotiations and undertakings relating to the subject matter.

23.2 No change in, addition to, or waiver of any of the provisions of this Agreement shall be binding upon either party unless in writing signed by an authorized representative of such party. No waiver by either party of any breach by the other party of any of the provisions of this Agreement shall be construed as a waiver of that or any other provision on any other occasion.

23.3 In the event any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in effect and the Agreement shall be read as though the offending provision had not been written or as the provision shall be determined by such court to be read.

23.4 Upon termination or other expiration of this Agreement, each party shall forthwith return to the other all papers, materials and other properties of the other held by it for purposes of execution of this Agreement.

23.5 The captions used in this Agreement are inserted for the convenient reference of the parties and in no way define, limit or describe the scope or intent of this Agreement or any part hereof.

23.6 Dates or times by which Noble is required to make performance under this license shall be postponed automatically for so long as Noble is prevented from meeting them by causes which are Client's responsibility.

23.7 The prevailing party in a controversy or claim shall have the right to collect its reasonable expenses incurred in enforcing this Agreement, including reasonable attorney's fees.

23.8 This Agreement may be executed in two original counterparts, which together shall constitute the same Agreement, but only one of which need be produced to evidence the Agreement.

23.9 The parties further agree that the rights and obligations set forth in Sections 3, 4, 6, 10, 11, 12, 13, 14, 16, 18, 19, 20, 21, and subsections 23.1, 23.2, 23.3, 23.4, and 23.7 shall survive the completion or termination of this Agreement for any reason and enforcement thereof shall not be subject to any conditions precedent.

IN WITNESS WHEREOF, each party has caused a counterpart original of this Agreement to be executed as of the date first written above by its authorized representative.

ACCEPTED BY:

CLIENT		NOBLE SOFTWARE GROUP, LLC.	
Signed:	_____	Signed:	_____
Print Name:	_____	Print Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

EXHIBIT A: LICENSED SOFTWARE

1.0 LICENSED SOFTWARE

All listed Licensed Software will be delivered by a Hosted Site, created and maintained by Noble for the purposes of delivering the Licensed Software to Client via the Internet.

PRODUCT	DESCRIPTION
Hosted Noble Assessment Platform, Adult and Juvenile	n/a

2.0 USE OF LICENSED SOFTWARE

The Licensed Software listed above may be used in accordance with the Software License Agreement to support the following:

Up to **9** named users in the adult system
Up to **5** named users in the juvenile system

EXHIBIT B: THIRD PARTY MATERIALS

1.0 OVERVIEW

Noble is not responsible for the procurement and delivery of any third party materials to the Client as part of the execution of this agreement.

EXHIBIT C: CLIENT TASKS

1. OVERVIEW

This document describes the major activities required of the Client staff or their consultants or agents in the execution of this Agreement.

2. CLIENT TASKS

(a) The Client will provide the necessary hardware, operating system software, web server software, and database software for the installation of the Licensed Software, as agreed between Noble and the Client. Implementation services such as installation, implementation, and training will be executed as a separate Work Order referencing this Agreement;

(b) The Client will provide an appropriate environment, during normal business hours, upon reasonable notice, for Noble on-site support personnel and training staff to work at Client's site;

(c) The Client will provide network related services to allow clients to access the Licensed Software;

(d) The Client will provide client operating systems and platforms with Microsoft Internet Explorer 9 or better, as well as Adobe Reader for the viewing of any reports.

EXHIBIT D: PRICING

1. LICENSED SOFTWARE

The Licensee may use the following Software at the locations listed/defined in this Agreement.

2. PRICING FOR LICENSED SOFTWARE

Annual Pricing for **9 named users** in the adult system is set at **$6,794.52 USD**
Annual Pricing for **5 named users** in the juvenile system is set at **$3,774.74 USD**

HOSTING FEE FOR ASSESSMENT PLATFORM WITH LISTED ASSESSMENT TOOLS, CASE PLANNING, AND INTEGRATION OF USER, SUBJECT, AND CHARGE HISTORY.

Pricing for the listed components below is **$10,569.26 USD**.

PRODUCT	PRICE
Adult system, SRA and ONA assessments, annually	$6,794.52
Juvenile system, PACT assessment, annually	$3,774.74

3. INSTALLATION/DELIVERY SERVICES/ACCEPTANCE

In order to ensure the effectiveness and success of the delivery services, Noble will assign the following project team:

(1) Client Representative

(1) Systems Engineer

(1) Application Consultant

At times additional staff may be required for the current tasks, and equally at other times the number of staff working on a project may be less than that indicated above. The team members listed above will charge their time as agreed by Customer and Noble toward the services agreement as listed above.

3.1 ACCEPTANCE CRITERIA

(a) ASSESSMENT PLATFORM
All Active Enterprise Component software (as delineated above) is deemed accepted after delivery to client and five days of the system running without a severity 1 error.

(b) CASE PLANNING
The Case Planning module will be considered accepted following all case plan reports allowed for are able to be completed and be saved for a subject.

(c) INTEGRATION
Integration will be deemed accepted after the system successfully imports data for all areas of the application for which the customer has implemented integration methods per the documentation.

The system may not be considered acceptable if it encounters any unresolved severity 1 problems as defined in the Noble Software Maintenance Agreement. Customer will accept the system in parts as indicated in the project plan and in conjunction with the system test plans.

4. TRAINING PROGRAM

In an attempt to meet Customer's training requirements the following schedule has been constructed to offer a purchased block of training for classes up to 25 students. The following classes are currently available:

PRODUCT	DAYS
N/A	

5. PRICING
PAYMENT SCHEDULE

The schedule of payment is as follows:

Customer will be invoiced at contract execution. All amounts are net/30. Each year of the contract will be invoiced at the beginning of that contract year.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-434

MEETING: October 21, 2025

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve First Amendment to the Agreement with Aqua Sierra Controls, Inc., Extending the Term of the Agreement to June 30, 2026, for Software Replacement and Programming Services at Lake Don Pedro and Yosemite West Wastewater Treatment Plants; and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to the Agreement with Aqua Sierra Controls, Inc., Extending the Term of the Agreement to June 30, 2026, for Software Replacement and Programming Services at Lake Don Pedro and Yosemite West Wastewater Treatment Plants; and Authorize the Board of Supervisors Chair to Sign the Amendment.

The Supervisory Control and Data Acquisition (SCADA) systems for the Don Pedro and Yosemite West Wastewater Treatment Plants are prefabricated off-site, then transported and installed at their respective locations. There has been significant preparation at each location prior to the installation of the new SCADA systems. This work included deconstructing the existing, non-functional SCADA systems, securing and installing reliable internet connectivity, and constructing the new SCADA systems. Reliable internet is essential for the SCADA systems to work properly. Time was spent working with AT&T to investigate fiber upgrade options at Don Pedro and Yosemite West, enabling secure high-speed internet. After determining that the fiber upgrade with AT&T was too costly for the project and the Special Districts, the project shifted its focus to Starlink to provide reliable, more cost-effective internet service through a satellite connection. This troubleshooting extended the project timeline.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On December 3, 2024, Resolution 2024-533, the Board approved an Agreement with Aqua Sierra Controls, Inc. for Software Replacement and Programming for Don Pedro and Yosemite West Waste Water Treatment Plants SCADA upgrades.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the First Amendment to extend the term is not approved, Aqua Sierra Controls, Inc. will be unable to complete the SCADA upgrades at the Don Pedro and Yosemite West Wastewater Treatment Plants. This will prevent timely monitoring of the wastewater treatment plants and increase the likelihood of the Special Districts incurring state and federal fines under the Clean Water Act, in the event there is an undetected issue, such as a sewer spill or leak.

FINANCIAL IMPACT

There is no financial impact to the General Fund. The SCADA system components are funded by ARPA and the Special Districts.

ATTACHMENTS

1. **Aqua Sierra Controls, Inc. - First Amendment**
2. **Resolution 2024-533**
3. **Aqua Sierra Controls Service Agreement**

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

FIRST AMENDMENT TO AGREEMENT FOR SOFTWARE REPLACEMENT AND PROGRAMMING SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR SOFTWARE REPLACEMENT AND PROGRAMMING SERVICES, is made and entered into this _____ day of _____ 2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and AQUA SIERRA CONTROLS, INC., hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated DECEMBER 3, 2024, wherein Contractor agreed to provide SOFTWARE REPLACEMENT AND PROGRAMMING SERVICES; and

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

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

1. Paragraph 1, "TERM," is hereby amended to extend the term of the Agreement to JUNE 30, 2026.

Except as herein amended, the Agreement dated DECEMBER 3, 2024, shall remain in full force and effect.

The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in the Agreement not amended herein shall remain in full force and effect. This Amendment is effective retroactive to JUNE 30, 2025. The parties shall treat the Agreement as if it had been in full force and effect continuously since JUNE 30, 2025, without there having been any interruption of the Agreement whatsoever.

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Josh Lane, President Aqua Sierra Controls, Inc.
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Kevin Briggs Acting County Counsel

Form Revision Date: 02-26-24

Aqua Sierra Controls, Inc.
California's Leading Instrumentation & Electrical Contractor for Over 40 Years

13265 Bill Francis Drive, Auburn, CA 95603
Office (530) 823-3241 www.aquasierra.com
CA Contractors License A, C-10 474023
CA Small Business Certification #1162
CA DIR #1000003631

IT Services - SCADA – UL508 Panel Shop – Pump Controllers
SCADA Maintenance – Instrument Maintenance & Calibrations

Mariposa, County of. SCADA Upgrade Project CO1

Yosemite West Base Station Control Panel Submittal

Job Number: B24349

Location: Yosemite West

Description: Base Station Control Panel Submittal

Submitted By: Aqua Sierra Controls, Inc.

Owner:	Mariposa County Public Works 4639 Ben Hur Road Mariposa, CA 95338	Reviewer:	Chris Allred Stacey Olsen
Contractor:	Aqua Sierra Controls Inc. 13265 Bill Francis Drive Auburn, Ca. 95603	Review Date: Revision Number:	09/30/2025 1

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IT Services - SCADA – UL508A Panel Shop – Pump Controllers
SCADA Maintenance – Instrument Maintenance & Calibrations

Mariposa, County of. SCADA Upgrade Project CO1 Yosemite West Base Station Control Panel Submittal

Table of Contents

A. Bill of Materials
B. Control Panel
    1. Saginaw Control & Engineering SCE-24EL2412LP Type 3R Enclosure
    2. Saginaw Control & Engineering SCE-N12FA33 Enclosure Fan
    3. Saginaw Control & Engineering SCE-N12FGA33 Filter Kit
    4. CyberPower OR1000PFCLCD UPS/1000VA
    5. Power First 1TNA1 Nema 5-15P Cord/UPS
    6. Polyphaser IS-B50LN-C2 RF SPD
    7. Saginaw Control & Engineering SCE-TEMNO TSTAT/Cooling
    8. Allen Bradley 1489-M1C150 MCB/15A
    9. Allen Bradley 1492-SPM1C030 MCB/3A
    10. Allen Bradley 1492-JDG4C Ground Terminal
    11. Phoenix Contact 2910348 120V SPD/25KA
    12. Allen Bradley 1489-M1C050 MCB/5A
    13. Allen Bradley 1492-SPM1C010 MCB/1A
    14. Allen Bradley 1492-EAJ35 Terminal End Block
    15. Meanwell NDR-120-24 24VDC Power Supply / 120W
    16. Dinnector DN-R35SAL1 Din Rail
    17. Allen Bradley 5069-L306ER PLC
    18. Allen Bradley 1492-JD4C Terminal
    19. Allen Bradlety 1783-US5T Ethernet Switch / 5-Port
    20. Phoenix Contact 804509 Receptacle / Simplex
    21. Square D PK7GTA Ground Bus
    22. Saginaw Control & Engineering SCE-24P24 Enclosure Backpanel
    23. GE MDS ECRL2XNNNNNS1D1USUNNN Orbit ECR LN2 Radio / 200MHZ
    24. Talley CXTA19G-3 Antenna Cable / N-Male-TNC/3'
    25. Allen Bradley 1492-PPJD3 Terminal Partition Plate
    26. RF Industries RFN-1006-3I Type N Connector / Crimp / LMR400
    27. DFS RTA209 Yagi Antenna
    28. Times Microwave LMR-400 3/8" Coax Antenna Cable
C. Drawings

1. Mariposa B24349 CO1 YW Base Station.pdf Submittal 09.16.25

-Bill of Materials-

Project: Mariposa, County of. SCADA Upgrade Project/CO1
ASC Project: B24349
Date: 09.16.25
Drawing: Mariposa, County of. Yosemite West Base Station PLC/Radio Control Panel
Group: Control Panel
Created By: Chris Allred

Date Entered	DWG Sheet	Item #	Manufacturer	Part Number	Description	QTY	Instrument I.D.	Vendor
05.21.25	E3.0	1	SCE	SCE-24EL2412LP	TYPE 3R ENCLOSURE	1	NA	SCE
05.21.25	E3.0	2	SCE	SCE-N12FA33	ENCLOSURE FAN	1	NA	SCE
05.21.25	E3.0	3	SCE	SCE-N12FGA33	FILTER KIT	1	NA	SCE
05.21.25	E3.0	4	CYBERPOWER	OR1000PFCLCD	UPS/1000VA	1	NA	AMAZON
05.21.25	E3.0	5	POWER FIRST	1TNA1	NEMA 5-15P CORD/UPS	1	NA	GRAINGER
05.21.25	E3.0	6	POLYPHASER	IS-B50LN-C2	RF SPD	1	NA	TESSCO
05.21.25	E4.0	7	SCE	SCE-TEMNO	TSTAT/COOLING	1	NA	SCE
05.21.25	E4.0	8	ALLEN BRADLEY	1489-M1C150	MCB/15A	1	NA	REXEL
05.21.25	E4.0	9	ALLEN BRADLEY	1492-SPM1C030	MCB/3A	1	NA	REXEL
05.21.25	E4.0	10	ALLEN BRADLEY	1492-JDG4C	GROUND TERMINAL	1	NA	REXEL
05.21.25	E4.0	11	PHOENIX CONTACT	2910348	120V SPD/25KA	1	NA	RS
05.21.25	E4.0	12	ALLEN BRADLEY	1489-M1C050	MCB/5A	1	NA	REXEL
05.21.25	E4.0	13	ALLEN BRADLEY	1492-SPM1C010	MCB/1A	3	NA	REXEL
05.21.25	E4.0	14	ALLEN BRADLEY	1492-EAJ35	TERMINAL END BLOCK	15	NA	REXEL
05.21.25	E4.0	15	MEANWELL	NDR-120-24	24VDC POWER SUPPLY/120W	1	NA	TRC ELECTRONICS
05.21.25	E4.0	16	DINNECTOR	DN-R35SAL1	DIN RAIL	5'	NA	ASC STOCK
05.21.25	E4.0	17	ALLEN BRADLEY	5069-L306ER	PLC	1	NA	REXEL
05.21.25	E4.0	18	ALLEN BRADLEY	1492-JD4C	TERMINAL	12	NA	REXEL
05.21.25	E4.0	19	ALLEN BRADLEY	1783-US5T	ETHERNET SWITCH/5-PORT	1	NA	REXEL
05.21.25	E4.0	20	PHOENIX CONTACT	804509	RECEPTACLE/SIMPLEX	1	NA	RS
05.21.25	E4.0	21	SQUARE D	PK7GTA	GROUND BUS	1	NA	RS
09.16.25	E4.0	22	SCE	SCE-24P24	ENCLOSURE BACKPANEL	1	NA	SCE
09.16.25	E4.0	23	GE MDS	ECRL2XNNNNNS1D1USUNNN	ORBIT ECR LN2 RADIO/200MHZ	1	NA	APPLIED TECHNOLOGY
09.16.25	E4.0	24	TALLEY	CXTA19G-3	ANTENNA CABLE/N-MALE-TNC/3'	1	NA	TALLEY
09.16.25	E4.0	25	ALLEN BRADLEY	1492-PPJD3	TERMINAL PARTITION PLATE	6	NA	REXEL
09.16.25	E6.0	26	RF INDUSTRIES	RFN-1006-3I	TYPE N CONNECTOR/CRIMP/LMR400	2	NA	TESSCO
09.16.25	E6.0	27	DFS	RTA209	YAGI ANTENNA	1	NA	DFS

09.16.25	E6.0	28	TIMES MICROWAVE	LMR-400	3/8" COAX ANTENNA CABLE	40'	NA	TESSCO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/26/2025

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
Foothill Valley Insurance
4970 Rocklin Rd. Ste. 400
Rocklin CA 95677

License#: 0M68957

CONTACT NAME: Megan Humphrey
PHONE (A/C, No, Ext): 916-773-4560 **FAX (A/C, No):** 916-773-4583
E-MAIL ADDRESS: Megan.L@foothillvalley.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ins. Company of the West	27847
INSURER B : Westchester Surplus Lines Ins	10172
INSURER C : The Travelers Indemnity Company of Connecticut	25682
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Aqua Sierra Controls, Inc.
13265 Bill Francis Dr.
Auburn CA 95603

AQUASIE-01

COVERAGES **CERTIFICATE NUMBER:** 15142941 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY			G47487171 002	9/1/2025	9/1/2026	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
C	**AUTOMOBILE LIABILITY**			BA-6132L307-25-SEL	9/1/2025	9/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	[ ] **UMBRELLA LIAB** [X] OCCUR			G47487183 002	9/1/2025	9/1/2026	EACH OCCURRENCE	$ 5,000,000
	[X] **EXCESS LIAB** [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	[ ] DED [X] RETENTION $ 0							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			WVE507054602	4/1/2025	4/1/2026	[X] PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Pollution/Professional			G47487171 002	9/1/2025	9/1/2026	Each Occurrence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Operations per written contract.

CERTIFICATE HOLDER

Mariposa County Public Works
4639 Ben Hur Road
Mariposa CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Lyla a Beltran

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-533

MEETING: December 3, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve an Agreement with Aqua Sierra Controls, Inc. for Software Replacement and Programming Services at Lake Don Pedro and Yosemite West Wastewater Treatment Plants in the Amount Not to Exceed $221,270; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Aqua Sierra Controls, Inc. for Software Replacement and Programming Services at Lake Don Pedro and Yosemite West Wastewater Treatment Plants in the Amount Not to Exceed $221,270; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The Supervisory Control And Data Acquisition (SCADA) systems for both Don Pedro, and Yosemite West are antiquated and/or nonfunctional, as well as outside of their intended service life. They require replacement and upgrade to modern and functional systems.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Supervisory Control And Data Acquisition (SCADA) systems are a vital and necessary component for both the Don Pedro and Yosemite West, Water/Wastewater systems. This complex system uses a combination of Programmable Logic Controllers (PLCs), sensors, switches, and computer programming to operate the plants. Some processes within the water and wastewater plants cannot operate without them. Additionally, they provide monitoring of the systems that prevent catastrophic failure. They are also the piece of equipment that provides an alarm system that notifies the operators of any possible issues.

The Don Pedro system has failed, causing a significant amount of the workforce to operate the plant manually. Currently, there are no alarms if the plant should suffer another failure. While the Yosemite West system is still functional, it is well past its intended service life and suffers frequent failures requiring additional operator intervention.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If these systems are not replaced, Mariposa County should consider the liability for an environmental spill, water system delivery failure, and potential state and federal fines caused by a catastrophic plant failure.

FINANCIAL IMPACT

DS
LG

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There is no financial impact to the General Fund. These components are being funded by ARPA.

ATTACHMENTS

1. **Agreement_Aqua Sierra Controls**

VOTE RESULT

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

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AGREEMENT FOR SOFTWARE REPLACEMENT AND PROGRAMMING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 3rd day of December 2024, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and AQUA SIERRA CONTROLS, INC., hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on the date first hereinabove written and shall continue until all authorized work is approved by County or June 30, 2025, whichever is earlier.

2. SERVICES

Contractor shall perform IT 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 $221,269.30 as set forth in Exhibit A, "Scope of Work and Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) days of receipt of an approved invoice. In the event payments equal the "not to exceed" amount, Contractor shall complete all services required under this Agreement without further compensation or cost reimbursement.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

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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:
Josh Lane, President
13265 Bill Francis Drive
Auburn, CA 95603

COUNTY:
Director of Public Works & Transportation
4639 Ben Hur Road
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 thirty (30) calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit 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.

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

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.

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22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so

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with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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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

Signed by:
Josh Lane
A9B35D505DA641B...

Josh Lane, President
Aqua Sierra Controls, Inc.

COUNTERSIGNED:
(Government Code §25103)

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

DocuSigned by:
Steven W Dahlem
F6A416F06B394BF...

Steven W. Dahlem
County Counsel

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Exhibit A
SCOPE OF WORK AND COST PROPOSAL

Aqua Sierra Controls, Inc.
13265 Bill Francis Drive, Auburn, CA 95603
Cell (530) 305-3390 Office (530) 823-3241
jlane@aquasierra.com www.aquasierra.com
CA Contractors License A, C-10 474023
CA Small Business Certification #1162
CA DIR #1000003631

IT Services - SCADA – UL508A Panel Shop – Pump Controllers
NIST Traceable Instrument Calibrations & Maintenance

Mariposa County

Attention: Mr. John Luthey
Phone: 209-966-5356 x1154 or 209-742-1154
Email: jluthey@mariposacounty.org

Subject: Proposal & Scope of Work
Project: Yosemite West SCADA Software Replacement and Lake Don Pedro Waste-Water Treatment Plant PLC & SCADA Replacement

Proposal # QJ09021-3
November 12, 2024

Mr. Luthey,

The following is our revised scope of work and proposal for the software and programming services for the Yosemite West SCADA Software Replacement Project and the Lake Don Pedro Waste-Water Treatment Plant PLC & SCADA Replacement project. Our proposal is good for (60) sixty days. These SCADA systems will completely replace the DFS HTX SCADA software and server. Please note that this proposal does not include installation or programming for the five PLC control panels for Yosemite West.

Yosemite West Software

- VT SCADA Software 200 Tag Development / Runtime with Alarm Software and Database Sharing

Yosemite West SCADA Hardware

- Workstation with Intel i7 Processor, 16GB RAM, 1TB SSD, Windows 11 Pro, Wireless Mouse, Wireless Keyboard, 22" Monitor, 1000VA UPS, Microsoft Office Pro

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Yosemite West PLC Control Panels

- (3) NEMA 4 30"x30"x8" Enclosure, Back Panel, Allen Bradley Micro PLC, 24VDC PS, SPD, Heater with Thermostat, Fan, Vent, Thermostat, Distribution Breakers, Terminals, Relays, Power Fail Relays, UPS, GE MDS Radio, RF Pigtail, Coaxial Surge Protector, Network Switch, Labels.

Lake Don Pedro PLC Equipment

- Allen Bradley Compact Logix 5069 PLC with I/O Cards
- NTRON 108TX Network Switch
- Meanwell SDR-240-24 24VDC Power Supply
- Maple Systems cMT2108X2v2 10" HMI
- Panel Modifications Materials (Wire, Terminals, Relays, Etc.)

Lake Don Pedro SCADA Hardware

- Workstation with Intel i7 Processor, 16GB RAM, 1TB SSD, Windows 11 Pro, Wireless Mouse, Wireless Keyboard, 22" Monitor, 1000VA UPS, Microsoft Office Pro

Lake Don Pedro SCADA Software

- VT SCADA Software 1000 Tag Development / Runtime with Alarm Software and Database Sharing

Scope of Work

- Submittals
- Design drawings
- Build of materials
- Panel assembly
- Factory acceptance testing
- Install software on customer provided computer.
- As-built drawings
- SCADA programming for database development, screen development and alarm configurations.
- PLC programming for Lake Don Pedro PLC
- Startup services and field acceptance testing
- Operations and maintenance manuals
- Operator training
- Write controls description for Lake Don Pedro WWTP PLC replacement. This is to duplicate what is in the current DFS PLC and SCADA system only.
- Demo the existing Lake Don Pedro DFS PLC back panel.
- Install new back panel with PLC at Lake Don Pedro

Yosemite West Breakdown

Workstation, UPS, Office, Monitor & Mouse $5,000.00
SCADA Software $2,500.00

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Installation, Engineering & SCADA Programming Services $36,967.00
(3) PLC Control Panels $20,455.00 Each, $61,365.00
Yosemite West Total $105,832.00

Lake Don Pedro Breakdown
Workstation, UPS, Office, Monitor & Mouse $5,000.00
SCADA Software $8,000.00
PLC Parts & equipment $10,000.00
Installation, Engineering & SCADA and PLC Programming Services $92,437.30
Lake Don Pedro Total $115,437.30

Proposal Total $221,269.30 Yosemite West and Lake Don Perdo (Cash, Check, ACH, Wire Transfer)

Included

- Shipping and handling
- Sales tax
- Travel and mileage
- Hotels and meals
- Prevailing wage rates

Exclusions

- Items not in our scope of work
- Specialty insurance beyond our standard five million dollars coverage
- Bonds, fees or permits
- Union requirements or signatories
- Cancellation of a project after award may incur restocking fees.
- Workstation

Please let me know if you have any questions.

Thank you,

Josh Lane, President

AQUA SIERRA

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/4/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Foothill Valley Insurance 4970 Rocklin Rd. Ste. 400 Rocklin CA 95677 License#: 0M68957	**CONTACT NAME:** Megan Humphrey **PHONE (A/C, No, Ext):** 916-773-4560 **FAX (A/C, No):** 916-773-4583 **E-MAIL ADDRESS:** Megan.L@foothillvalley.com
INSURED Aqua Sierra Controls, Inc. 13265 Bill Francis Dr. Auburn CA 95603 AQUASIE-01	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : Ins. Company of the West — 27847 INSURER B : Westchester Surplus Lines Ins — 10172 INSURER C : The Travelers Property Casualty Insurance Company — 25674 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1447010935 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			G47487171 001	9/1/2024	9/1/2025	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 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BA-6132L307-24-SEL	9/1/2024	9/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			G47487183 001	9/1/2024	9/1/2025	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WVE507054601	4/1/2024	4/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Pollution/Professional			G47487171 001	9/1/2024	9/1/2025	Each Occurrence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Operations per written contract.

CERTIFICATE HOLDER

Mariposa County Public Works
4639 Ben Hur Road
Mariposa CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Lyla a Beltran

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MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: October 21, 2025

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Proclaim the Week of October 23rd Through the 31st, 2025, as "Red Ribbon Week"

RECOMMENDATION AND JUSTIFICATION

Proclaim the Week of October 23rd Through the 31st, 2025, as "Red Ribbon Week".

Red Ribbon Week is a week set aside by law enforcement, schools, parent organizations, and community groups throughout the nation to call attention to the destructiveness of alcohol and drug abuse. The Red Ribbon program focuses on substance abuse education and prevention while encouraging individuals to abstain from substance use throughout the year.

Over the last several years, the Mariposa County Sheriff's Office has partnered with Mariposa Safe Families to coordinate activities throughout all schools within the county.

BACKGROUND AND HISTORY OF BOARD ACTIONS

In past years, the Board has proclaimed the last week in October as Red Ribbon Week.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve this item and miss the opportunity to draw attention to this important use.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **October - Red Ribbon Week**

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

The Mariposa County Board of Supervisors

proclaims

The Week of October 23rd through October 31st 2025

as

"Red Ribbon Week"

WHEREAS, alcohol and other drug use and abuse has reached pandemic stages in California and throughout the United States; and

WHEREAS, Californians for Drug-Free Youth, Inc. (CADFY) coordinates the California Red Ribbon Celebration, in cooperation with the National Family Partnership, to offer citizens the opportunity to demonstrate their commitment to healthy drug-free lifestyles; and

WHEREAS, parents, youth, government, business, law enforcement, schools, religious institutions, service organizations, social services, health services, media and the general public will demonstrate their commitment to drug-free communities by wearing and displaying red ribbons during this weeklong celebration; and

WHEREAS, the County of Mariposa further commits resources and urges the community to participate in alcohol and other drug prevention programs and activities to ensure the success of the Red Ribbon Celebration and year-round alcohol and other drug prevention efforts.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, proclaims the week of **October 23rd through October 31st , 2025, as "RED RIBBON WEEK"** In Mariposa County.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 21st day of October, 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

Agenda Item – No Resolution Requested

MEETING: October 21, 2025

TO: The Board of Supervisors

FROM: Jenni Kiser, District IV Supervisor

RE: Proclaim October 24th, 2025, as "Polio Day" (Supervisor Kiser)

RECOMMENDATION AND JUSTIFICATION

Proclaim October 24th, 2025, as "Polio Day" (Supervisor Kiser).

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has not recognized Polio Day in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not proclaim; failure to honor the progress made, recognize the dedication of health workers and volunteers, and renew the collective resolve to finish eradicating the disease.

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

1. **October - Polio Day**

VOTE RESULT

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

The Mariposa County Board of Supervisors

proclaims

The 24th Day of October 2025

as

"Polio Day"

WHEREAS, Rotary is a global network of 1.2 million neighbors, friends, leaders, and problem-solvers who unite and take action to create lasting change in communities across the globe; and

WHEREAS, the Rotary motto, "Service Above Self", inspires members to provide humanitarian service, follow high ethical standards, and promote goodwill and peace in the world; and

WHEREAS, Rotary in 1985 launched PolioPlus, and in 1988, helped establish the Global Polio Eradication Initiative, which today includes the World Health Organization (WHO), United States Centers for Disease Control (CDC) and Prevention, United Nations International Children's Emergency Fund (UNICEF), the Gates Foundation, and the Global Alliance for Vaccines and Immunization (GAVI), to immunize the children of the world against polio; and

WHEREAS, polio cases have dropped by 99.9 percent since 1988 and the world stands on the threshold of eradicating the disease; and

WHEREAS, to date, Rotary has contributed more than $2.9 billion, and countless volunteer hours, to protect more than 3 billion children in 122 countries; and

WHEREAS, Rotary is working to raise an additional $50 million per year, which would be leveraged for maximum impact paired with an additional $100 million annually from the Gates Foundation; and

WHEREAS, these efforts are providing much-needed operational support, medical staff, laboratory equipment, and educational materials for health workers and parents; and

WHEREAS, in addition, Rotary has played a major role in decisions by donor governments to contribute more than $11 billion to the effort; and

WHEREAS, continued political and financial commitment is essential to overcome the final hurdles, strengthen health systems, and ensure that no child anywhere suffers from polio ever again; and

WHEREAS, World Polio Day, observed on October 24, serves as a moment to honor the progress made, recognize the dedication of health workers and volunteers, and renews collective resolve to finish the job; and

WHEREAS, the Rotary Club of Mariposa Yosemite members sponsor service projects to address critical issues such as poverty, disease, hunger, illiteracy, and the environment in the Mariposa community and abroad.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, proclaims the day of **October 24th, 2025, as "Polio Day"**, and encourages all citizens to join Rotary International in the fight for a polio-free world.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 21st day of October, 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

Local Transportation Commission LTC 2025-015

MEETING: October 21, 2025

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve First Amendment to the Fiscal Year (FY) 25-26 Local Transportation Commission (LTC) Overall Work Program (OWP); Authorize the Executive Director of the LTC to Sign the Amendment; and Ratify the LTC Executive Director's Signature on the FY 24-25 Reconciliation Letter

---

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to the Fiscal Year (FY) 25-26 Local Transportation Commission (LTC) Overall Work Program (OWP); Authorize the Executive Director of the LTC to Sign the Amendment; and Ratify the LTC Executive Director's Signature on the FY 24-25 Reconciliation Letter.

This amendment is necessary to recognize our carryover amount of $39,500 Rural Planning Assistance (RPA) Funds and SB1 Sustainable Communities Competitive Grant Funds in the amount of $198,463 from our FY 2024-25 Overall Work Program (OWP) Reconciliation Letter.

BACKGROUND AND HISTORY OF BOARD ACTIONS

In past years, upon receipt of carryover amounts and new grants, amendments have been approved by the LTC.

FY 2023-24 Amendment I OWP LTC-2023-25

FY 2024-25 Amendment I OWP LTC-2024-014

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Should this not be approved, staff will not be allowed to utilize the carryover amount for OWP work, nor perform any work or seek reimbursement on the SB1 Grant Project.

FINANCIAL IMPACT

The OWP is funded by Regional Planning Assistance (RPA) Funds and does not impact the General Fund.

ATTACHMENTS

1. **FY 2024-25 Reconcilliation Letter - Signed**
2. **OWP FY 25 -26 Draft Amendment I - 10-21-25**
3. **OWPA FY 2025-26 Amendment I 10-21-25**

4. OWP FY 25 -26 Draft Amendment I - 10-21-25 - Highlighted Changes

VOTE RESULT

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

California Department of Transportation

DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION PLANNING
P.O. BOX 942873, MS–32 | SACRAMENTO, CA 94273–0001
(916) 654-2596 | FAX (916) 653-0001 TTY 711
www.dot.ca.gov

September 4, 2025

Ms. Shannon Hansen
Executive Director
Mariposa County Local Transportation Commission
4639 Ben Hur Road
Mariposa, CA 95338

Dear Ms. Hansen:

The purpose of this reconciliation letter for fiscal year (FY) 2024-25 is to confirm the unexpended totals in California Rural Planning Assistance (RPA), federally funded, and state funded grants as of **June 30, 2025**.

Rural Planning Assistance (RPA):	$39,500.00
24/25 RMRA (SB1) Sustainable Comm Competitive Grant expires 6/30/27:	$198,463.00
Total Planning Funds Available:	**$237,963.00**

Pursuant to the MFTA (section 3.C) and the Regional Planning Handbook (section 4.08); an RTPA cannot carryover more than 25% of its annual RPA allocation. If your agency's certification of expenditures exceeds the 25% allowable carryover, the above amount has been adjusted to reflect this.

Please review the reconciled totals. If in agreement with the balance(s), please electronically sign your specified field. Once all signatures are completed, all parties will automatically receive the fully signed reconciliation letter for their records via email.

Please note that in order to remain compliant with FTA Circular 8100.1D and CFR 630.106, all Federally funded carryover must be programmed via OWP/A and approved by the District within 90 days of the date of this letter.

If you have any questions or need additional information, please contact Lloyd Clark, District Regional Planning Liaison at Lloyd.Clark@dot.ca.gov or Omar Ruiz, Caltrans Headquarters Fund Specialist at Omar.Ruiz@dot.ca.gov.

Sincerely,

Erin Thompson

Erin Thompson
Chief, Office of Regional and Community Planning
Division of Transportation Planning

Parminder Singh

Caleb Brock
Planning Deputy District Director
District 10

I concur with the above balances:

Shannon Hansen
Executive Director
Mariposa County Local Transportation Commission

9/23/25
Date

Mariposa County

Local Transportation Commission

Transportation Planning Overall Work Program

For Fiscal Year 2025-2026

Draft

Amendment I – Pending LTC Adoption October 21, 2025

Adoption by LTC Resolution #2025-006 - May 20, 2025

Mariposa County Local Transportation Commission
4639 Ben Hur Road
Mariposa, CA 95338
209-966-5356

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1. Introduction

Work Program

Overall Work Program (OWP) is a budget for one fiscal year. It identifies transportation planning activities and their funding sources. This OWP is for Fiscal Year 2025-2026 including July 1, 2025 - June 30, 2026.

Together with the Master Fund Transfer Agreement (MFTA) and the Overall Work Program Agreement (OWPA), the OWP constitutes the annual funding contract between the State of California and the Mariposa County Local Transportation Commission for Rural Planning Assistance (RPA) funds.

The primary concerns addressed in this Work Program are:

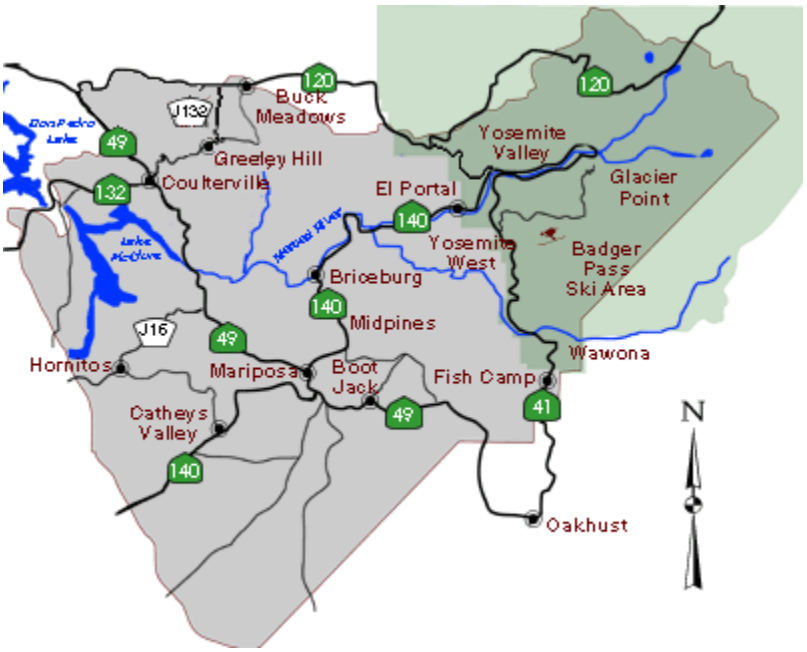
- Funding for transportation planning projects and programs,
- Coordination with federal, state, and local agencies
- Coordination with neighboring regions and their planning activities including but not limited to the staff participation in Yosemite Area Regional Transportation System (YARTS), Rural Counties Task Force (RCTF), and Bicycle Pedestrian Advisory Committee (BPAC)
- Public participation and outreach
- Air Quality Conformity
- Consistency with the General Plan
- Improving transportation datasets and analysis capabilities

The main products of this Work Program will be:

- Complete Phase III of the Vehicle Miles Traveled Policy 2025-26 (Funded by RPA)
- Complete Phase I of the Pavement Management Program 2025-26 (Funded by RPA)
- Complete Phase I of the Short Range Transit Plan 2025-26 (Funded by RPA)

Regional Setting

Mariposa County is a rural, mountainous area with a population of approximately 17,131 (per the 2020 U.S. Census). It is estimated that every year approximately 4 million people travel through Mariposa County on their way to Yosemite National Park. Portions of Yosemite National Park, the Sierra National Forest, the Stanislaus National Forest, and other public lands account for about half of the almost 1,500 square miles of land area. Two highways – State Routes 49 and 140 – traverse the County, and three others – Routes 41, 120, and 132 – have portions within it.



While the County does not experience the same kind of congestion problems that face most urban areas, the incremental, low density, and widespread development pattern that is emerging creates traffic problems of their own. The primary concern is with the maintenance and improvement of the County's roadways to a safe and appropriate standard. As new housing goes up in the rural areas of the county, deficiencies in the roadway system are becoming more apparent. However, due to the mountainous terrain over much of the land, Mariposa faces higher road construction and maintenance costs than many areas. When the higher costs are combined with the small population, piecemeal growth, and low density of development, paying for necessary infrastructure maintenance and improvements becomes a more difficult task.

In the recent past, much of the growth in Mariposa County has come from tourism – mostly related to Yosemite National Park – and from the migration of retirees from urban and suburban areas.

The Local Transportation Commission

The structure of the Mariposa County Local Transportation Commission has not changed since it was formed in 1975. The Local Transportation Commission (LTC) is composed of the (5) five members of the Mariposa County Board of Supervisors, as there are no incorporated areas within Mariposa County. The County's Director of Public Works & Transportation is designated as the Executive Director of LTC.

A Memorandum of Understanding between the Mariposa County Transportation Commission and the State of California was updated in 2012. This MOU describes the relationship between the State and County for transportation planning in Mariposa County.

The LTC has advisory committees that meet on an as-needed basis. These include the Policy Advisory Committee and Citizen's Advisory Committee. The Technical Advisory Committee (TAC), which will meet at least twice a year. The TAC will make recommendations to the LTC on matters such as the Regional Transportation Plan (RTP) and the annual Transportation Planning – Overall Work Program (OWP). The purpose and structure of these committees has been reviewed and the LTC Bylaws updated accordingly. Additionally, a Social Services Transportation Advisory Council (SSTAC) meets prior to the Unmet Transit Needs Hearing and at other times, as needed. Currently the council meets two times annually. The council advises LTC on transit and other transportation needs within the County.

Public Involvement

Public input by citizens or any interested party is encouraged by the LTC and welcomed at all LTC meetings. Noticed public hearings are held on topics such as Unmet Transit Needs and adoption of the Regional Transportation Plan. The LTC strives to include continuous community involvement in the development of plans and studies including online to gather feedback. Mariposa County is the ancestral home to numerous Native Americans (i.e., Tribes, communities, organizations, groups, and individuals). The LTC will reach out to the American Indian Council of Mariposa and other Native American, communities, organizations, groups, and individuals for their participation. A Public Participation Plan was completed in FY 2009-10 and more explicitly describes the LTC's public involvement goals and procedures.

Although there are no federally recognized Native American tribes within Mariposa County. California is the ancestral home to several federally recognized and non-federally recognized California Native American tribes, communities, organizations, groups, and individuals. Proactively pursuing early Native American involvement as mandated by federal and state guidelines, considered, and addressed during the earliest stages of transportation planning and programming, benefits local transportation agencies such as the Mariposa County LTC, Native Americans and Caltrans. We frequently reach out to Southern Sierra Miwuk Nation, North Fork Mono Rancheria, and Choinumni Tribe to name a few. Such efforts minimize impacts on projects by (a) avoiding potential delays and cost overruns, and (b) gaining important knowledge and information for protecting and preserving unique biological and cultural resources (i.e., flora, fauna, prehistoric sites, religious and ancestral places, etc.) for future generations.

Environmental Justice & Title VI

County staff addresses the effects of transportation planning on traditionally underrepresented and underserved populations, such as the elderly, disabled, low-income, and minority (i.e., Black, Hispanic, Asian American, Native Americans/Alaskan Native, and Pacific Islander) community groups and their leaders by involving the potentially affected public in developing transportation projects that fit harmoniously within the community without sacrificing safety or mobility. The county accomplishes this goal both formally and informally through newspaper announcements, public hearings, workshops, County websites, social media, and meetings with traditionally underrepresented communities and community leaders and notices to local minority groups.

Mariposa County Local Transportation Commission will ensure that its programs, policies, and activities comply with Department of Transportation's (DOT) Title VI Regulations (49 CFR Part 21) and with Limited English Proficient (LEP) Person's requirements (70 FR 74087, December 14, 2005). Mariposa County Local Transportation Commission is committed to creating and maintaining a system that is free of all forms of discrimination, taking necessary preventive corrective and disciplinary actions to stem behavior that violates this policy or the rights and privileges it is designed to protect. FTA requires recipients to document compliance with DOT Title VI regulations by submitting a Title VI Program to their FTA regional civil rights officer once every three years.

2. Transportation Planning Program

The Transportation Planning Program consists of multiple efforts, divided into Work Elements. The program and its elements are derived from various prior documents and programs including:

- The 2017 Regional Planning Handbook
- The 2024 Regional Transportation Plan
- The Regional Transportation Improvement Program and Amendments
- The California Transportation Plan
- A 1990 Traffic Safety Evaluation of Mariposa County Roads conducted by the Institute of Transportation Studies
- YARTS and subsequent work in the development of a regional transit system
- The 1994 Mariposa County Highway 140 Transit Service Evaluation Report
- The 2021 Short Range Transit Plan
- The 2021 Pavement Management Program
- The 2024 Active Transportation Plan
- The 2011 Bicycle and Pedestrian Transportation Plan
- The Climate Action Plan-Transportation Infrastructure Vulnerability Assessment, and Resiliency Plan

Summary of Work Elements

- Work Element 1 - **Regional Transportation Plan (RTP)** and participate in regional planning efforts
- Work Element 2 - **Regional Transportation Improvement Program (RTIP)** preparation, Project Study Reports, and project monitoring
- Work Element 3 - **Transportation Planning Studies** for specific issues
- Work Element 4.1 - **Transit Planning** and coordination
- Work Element 4.2 – **Transportation Development Act (TDA)**
- Work Element 5 - **Air Quality Planning** and coordination
- Work Element 6 - **Public Information** and outreach
- Work Element 7 - **Maintenance of the Overall Work Program (OWP)**
- Work Element 8 – **Mariposa Town Transit & Economic Development Initiative**

Funding

The LTC's Work Program is funded from three sources: Rural Planning Assistance funds, TDA and State Transportation Improvement Program "Planning, Programming & Monitoring" funds.

The RPA funding amount for Fiscal Year 2025-26 for Mariposa County is $216,500.

Funding Amounts and Sources

$216,500	Rural Planning Assistance (RPA)
$ 39,500	Rural Planning Assistance (RPA) – Fiscal Year 2024-25 Carryover
$ 25,000	STIP Planning Programming & Monitoring Funds (PPM)
$ 13,200	TDA Funds
$198,463	Planning Grant SB1 SC
$ 25,713	Local Match – Receives No Funding From RPA
$518,376	TOTAL BUDGETED AMOUNT

Funding by Element

Work Element	Funding Source					LTF Match (11.47%) Non-RPA	Budgeted Amount
	RPA	Carryover FY 24-25	STIP PPM	TDA	Planning Grant SB1 SC, 88.53%		
1. RTP	35,000						35,000
2. RTIP			25,000				25,000
3. Transportation Planning Studies	60,250	39,500					99,750
4.1 Transit Planning	59,250						59,250
4.2 TDA				13,200			13,200
5. Air Quality Planning	15,000						15,000
6. Public Information	22,000						22,000
7. Maintenance of OWP	25,000						25,000
8. Mariposa Town Transit & Economic Development Initiative					198, 463	25,713	224,176
Sub-Total	**216,500**	**39,500**	**25,000**	**13,200**	**198,463**		
Total		**$492,663.00**				**25,713**	**$518,376**

RTP (Regional Transportation Plan), RTIP (Regional Transportation Improvement Program), TDA (Transportation Development Act)

County Match Requirements

Funding for Work Elements 1 – 7 does not require a county match since they are 100% funded.

Federal Planning Factors

The work elements in this program are consistent with Federal and State funding priorities including the ten FAST Act planning factors to the extent they apply to a rural area like Mariposa County. The ten planning factors are as follows:

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.

2. Increase the safety of the transportation system for motorized and non-motorized users.

3. Increase the security of the transportation system for motorized and non-motorized users.

4. Increase the accessibility and mobility of people and for freight.

5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth, housing, and economic development patterns.

6. Enhance the integration and connectivity of the transportation system, across and between modes, people, and freight.

7. Promote efficient system management and operation.

8. Emphasize the preservation of the existing transportation system.

9. Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation.

10. Enhance travel and tourism.

The matrix on the following page shows which Work Element(s) address which emphasis area(s):

FAST Act Planning Factors							
	Work Element 1 (RTP)	Work Element 2 (RTIP)	Work Element 3 (Trans Planning Studies)	Work Elements 4.1, 4.2 Transit Planning, TDA)	Work Element 5 (Air Quality)	Work Element 6 (Public Info)	Work Element 8 Mariposa Town Transit & Economic Development Initiative
1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.	X		X	X			x
2. Increase the safety of the transportation system for motorized and non-motorized users.	X	X	X	X		X	X
3. Increase the security of the transportation system for motorized and non-motorized users.	X	X	X	X		X	
4. Increase the accessibility and mobility of people and for freight.		X	X	X			x
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns.	X		X		X		x
6. Enhance the integraton and connectivity of the transportation system, across and between modes, for people and freight.	X	X	X	X			x
7. Promote efficient system management and operation	X	X	X	X	X	X	
8. Emphasize the preservation of the existing transportation system.		X		X			
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation.	X	X	X	X			x
10. Enhance travel and tourism.	X		X	X		X	x

Planning Emphasis Areas

Planning Emphasis Areas (PEAs) were updated in December of 2021. The emphasis areas focus on advancing equity and environmental justice in transportation planning, which will help achieve greenhouse gas reduction goals and increase resilience to extreme weather events

The matrix below shows which Work Element(s) address which Planning Emphasis Areas PEA(s):

Planning Emphasis Areas							
	Work Element 1 (RTP)	Work Element 2 (RTIP)	Work Element 3 (Trans Planning Studies)	Work Elements 4.1, 4.2 Transit Planning, TDA)	Work Element 5 (Air Quality)	Work Element 6 (Public Info)	Work Element 8 Mariposa Transit & Economic Development Initiative
Tackling the Climate Crisis - Transition to a Clean Energy Resilient Future	X			X	X		x
Equity and Justice in Transportation Planning	X	X	X	X		X	X
Complete Streets	X	X		X			X
Public Involvement	X	X		X		X	x
Stratigic Highway Network/U.S. Department of Defense Coordination	**N/A**						
Federal Land Mangement Agency Cooridination	X	X		X			x
Planning and Environment Linkages	X	X	X	X			X
Data in Transportation Planning	X	X		X	X		X

3. Work Elements

WORK ELEMENT 1
Regional Transportation Plan (RTP)

RTP serves as a guide for transportation planning activities in Mariposa County. It is a long-range (20 year) planning document that establishes the region's transportation goals, policies, programs, projects, and the financial resources available to implement them. This element also includes inter-governmental coordination on all matters of transportation policy in the County.

Previous Work

- Completed 2024 Regional Transportation Plan Update (September 19, 2023)
- Negative Declaration Environmental Document of RTP Update (September 19, 2023)

Proposed Products

- Provide Agendas and Meeting Minutes Quarterly for All Meetings of the Technical Advisory Committee (TAC) Meetings.
- Provide Agendas with Weblinks and Meeting Minutes Quarterly for All Meetings Staff Attends of the Rural Counties Task Force (RCTF)

Work Activities

1. Prepare Agendas, Meeting Notices, Meeting Minutes, TAC Roster, and Annual TAC Report to the Board. (October 2025, January 2026, April 2026, and June 2026) – County Staff

2. Participate in Statewide planning efforts and in the Rural Counties Task Force which staff attends. Provide weblink and meeting minutes quarterly. (October 2025, January 2026, April 2026, and June 2026) – County Staff

3. Monitor status and funding of projects in the RTP (October 2025, January 2026, April 2026, and June 2026) – County Staff

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	$35,000
	TOTAL	$35,000

WORK ELEMENT 2
Regional Transportation Improvement Program (RTIP)

This work element consists of programming and monitoring "STIP" projects. Projects are programmed every two years in the Regional Transportation Improvement Program (RTIP) that is submitted to the state and subsequently becomes part of the State Transportation Improvement Program (STIP). After that, projects are allocated for construction according to their programmed schedule. Project implementation must be monitored, including project delivery, timely use of funds, and compliance with State law and the California Transportation Commission's (CTC) guidelines. This work element consists of programming and monitoring "STIP" projects.

This element also includes preparation of Project Study Reports (PSR) for County Road improvement projects. A PSR or equivalent is required by the CTC for any project that is seeking to be included in the State Transportation Improvement Program (STIP). Moreover, a PSR is used to evaluate the feasibility of each proposed project to be included in the STIP.

Previous Work

- 2022 Regional Transportation Improvement Program and subsequent amendments
- Contracted with Consultant PA&ED, CEQA, PS&E, and ROW Phases for Harris Road Bridge & Indian Peak Road Bridge - FY 23-24
- LTC Approved 2024 RTIP Amendment to use FY 2024 STIP to fund Harris Rd Bridge CON Phase – FY 23-24

Proposed Products

- 2026 RTIP Adopted by LTC December 9, 2025
- 60% Plan Set & ROW - Harris Road Bridge Project
- 60% Plan Set & ROW - Indian Peak Bridge Project

Work Activities

1. RTIP project planning, programming, and monitoring (September 2025, December 2025, March 2026, and June 2026) – County Staff
2. 2026 RTIP - Consultant & County Staff (December 2025)
3. Harris Road Bridge monitor PA&ED and PS&E work (September 2025, December 2025, March 2026, and June 2026) – Consultant & County Staff
4. Indian Peak Bridge monitor PA&ED and PS&E work ((September 2025, December 2025, March 2026, and June 2026) – Consultant & County Staff

Funding

Funding Source	Work Performed by	Budgeted Amount
STIP PPM	LTC	$25,000
	TOTAL	$25,000

WORK ELEMENT 3
Transportation Planning Studies

The purpose of this element is to fulfill regional transportation planning duties other than the RTP and RTIP. The County engages in oversight, coordination, system planning, and community engagement in regional planning and transportation. The County addresses current and long-range issues that impact transportation planning through plans and studies such as Complete Streets and Active Transportation.

System Planning develops a) Corridor Studies, b) Multi-Modal, Operation, Non-SHOPP Transportation Equity Report (MIP), c) District System Management Plan, d) Active Transportation Plans, and e) Vehicle Miles Traveled (VMT) Policies.

Corridor Studies:
A corridor study serves as a quantitative assessment of current and future transportation needs in a corridor from a "complete streets" perspective. Addressing a period between twenty and forty years, the corridor plan evaluates operational strategies that maintain and optimize corridor performance and asset management in addressing travel delay, resilience, travel time reliability, mode shift, goods movement, vehicle miles traveled, congestion, and greenhouse gas reduction.

Multimodal Investment Plan (MIP):
The Multimodal Investment Plan is a Multimodal Objective Non-SHOPP Transportation Equity Report and provides reliable, accessible, shareable, quality controlled and documented data for use by Caltrans and its partners. The report supports analysis and decision making enabled by a robust data governance framework to get the right information to the right people at the right time.

District Strategic Plan (DSP):
A long-range improvement strategic and policy planning document, which is based on anticipated funding. The DSP represents how the district envisions the transportation system will be maintained, managed, and developed over 20 years and beyond, and is the State's counterpart to the Regional Transportation Plan (RTP)

Active Transportation Plans:
System Planning prepares multi-modal Active Transportation Plans (ATP) that research, document, analyze, and plan strategies that address the needs of travelers of all ages, incomes, and abilities on the State Highway System. The Plan views all transportation improvements as opportunities to improve safety, access, mobility, and asset preservation for all active transportation users in the district. ATPs also recognize bicycle, pedestrian, and transit modes as integral elements of the transportation system that can play a role in the reduction of greenhouse gas emissions (GHG).

Vehicle Miles Traveled (VMT) Policies:

Vehicle Miles Traveled (VMT) is a measure used extensively in transportation planning for a variety of purposes. It measures the amount of travel for all vehicles in a geographic region over a given period, typically a one-year period. It is calculated as the sum of the number of miles traveled by each vehicle. VMT is a key metric in transportation planning because it provides a measure of total travel, how travel changes over time, and differences in travel among regions and states. VMT is the leading measure of both personal and commercial vehicle travel demand. VMT data are also useful in policy decisions for infrastructure investment. Since VMT measures travel demand, it is useful in determining where resources are most needed, and it is an important measure to monitor and forecast.

Previous Work

- Active Transportation Plan 2024 Adopted September 17, 2024
- Vehicle Miles Traveled Policy - Phase I & II
- Geographic Information System development

Proposed Products

- Vehicle Miles Traveled Policy (VMT) Phase III - MCLTC Item, Monthly Agenda & Meeting Minutes with consultant, Final Draft adopted by MCLTC - (December 2025)
- Pavement Management Program (PMP) Update Phase I - MCLTC Item, Advertisements, Request for Proposal, and contract with consultant – (March 2026 – June 2026)

Work Activities

1. Update street, right of way, and parcel detail into the Geographic Information System (GIS) to be used as information for ongoing Transportation Planning (July 2025 - June 2026) – County Staff

2. Monitor status through monthly update meetings with consultant. Prepare the necessary documents for Phase III of Vehicle Miles Traveled Policy with consultant. Collect public comments from the outreach process to modify the Draft VMT for final approval. Prepare MCLTC Board Item, attachments, schedule MCLTC Item on meeting calendar. Post approved Final VMT Policy to County websites for Public Viewing - (July 2025 – December 2025) – Consultant & County Staff

3. Prepare MCLTC Item, Advertisements, Request for Proposal, and contract with consultant for preparation of Mariposa County PMP Update– (December 2025 - June 2026) Monthly monitoring of PMP Update milestones with monthly meetings. Phase I also includes the consultant's process for gaining access to our information, and systems to begin their work on the update. (March 2026 – June 2026) - Consultant & County Staff

Funding

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	$ 99,750
	TOTAL	$ 99,750

WORK ELEMENT 4.1
Transit Planning

This work element will be focused on the activities involved with local transit planning. This element also includes participation in Yosemite Area Regional Transportation System (YARTS). Mariposa annually networks with YARTS for the Low Carbon Transit Operations Program (LCTOP) allocation which provides transit services to Mariposa County residents.

The Transportation Planning Department works closely with Mariposa County Transit to ensure required documents are updated and submitted on time, keeping us eligible for transit funding.

Mariposa County is a member of the California Association for Coordinated Transportation (CALACT) which represents small rural and specialized transportation providers statewide. Mariposa participates in CALACT's offerings of programs, resources, and training to benefit the growth of our county's rural transit operations.

Previous Work

- Transit Asset Management (TAM) Updated
- National Transit Database (NTD) Report submitted October 23, 2024
- Mariposa Transit - Annual Request for Reimbursement January 29, 2025
- Federal Transportation Assistance (FTA) 5311 Funds request submitted December 12, 2024

Proposed Products

- Provide a list of any needs and solutions identified in YARTS meetings in October 2025 and April 2026 – Any lists and solutions identified will be provided as part of the Q4 deliverables (July 31,2025)
- Mariposa Transit - Required Reporting TAM, NTD, RFR, and FTA 5311 Funds Request
- Short Range Transit Plan (SRTP) Update – MCLTC Board Item, Advertisements, Request for Proposal, and contract with consultant.

Work Activities

1. Meet with YARTS transit services to identify needs and to plan solutions to any issues presented and discuss potential enhanced routes and services. Include in deliverables any needs and/or solutions because of our meetings. (October 2025 and April 2026) – Staff
2. Participation in YARTS Authority Advisory Committee and Management Board meetings, subcommittee meetings, and coordination to enhance transit throughout the County. (December 2025 and May 2026) – County Staff
3. Prepare MCLTC Item, Advertisements, Request for Proposal, and contract with consultant for preparation of Mariposa County Short Range Transit Plan (SRTP) Update – (January 2026 - June 2026) Monthly monitoring of SRTP project milestones with monthly meetings (March 2026 – June 2026) - Consultant & County Staff

4. Update Transit Asset Management (TAM) for Mariposa Transit – (August 2025) – Staff
   Work with Mariposa Transit to complete NTD Annual Report – (October 2025) - Staff
   Annual Request for Reimbursement for Mariposa Transit – (January 2026) – Staff

Funding

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	$59,250
	TOTAL	$59,250

WORK ELEMENT 4.2
Transportation Development Act (TDA)

This work element allows the development and monitoring of the Social Services Transportation Improvement Act, including the County Unmet Transit Needs hearing, the Social Services Transportation Advisory Council (SSTAC), Transit Development Plan Updates, Transit Action Plans, and Social Services Transportation Inventories. Also included will be any other local transit related planning activities and administrative tasks, such as TDA fund allocations to transit operators and program audits.

Previous Work

- Social Services Transportation Inventories
- Unmet Transit Needs public hearing and determination.

Proposed Products

- Social Services Transportation Inventories Update
- Unmet Transit Needs public hearing and determination (June 2026)

Work Activities

1. Social Services Transportation Advisory Council meetings (October 2025 and April 2026) - County Staff

2. Unmet Transit Needs Public Hearing and related reporting activities. (June 2026) – Staff

3. Track expenditures of LTF and STA Funds. (October 2025, January 2026, April 2026, and June 2026) – County Staff

4. Apply for grants and other funding to enhance transit capital acquisition and operations. (December 2025) – County Staff

5. Prepare the MCLTC Item for TDA Annual Fund Transfers – (May 2026-June 2026) - Staff

6. Complete the annual fiscal audits. Develop and maintain records for the next performance audit. (June 2026) – Independent Auditor & County Staff

Funding

Funding Source	Work Performed by	Budgeted Amount
TDA	LTC	$13,200
	TOTAL	$13,200

WORK ELEMENT 5
Air Quality Planning

The purpose of this work element is to advise the LTC on air quality issues and policies; to ensure that transportation plans, programs, and projects conform to the most recent air quality requirements; and to coordinate effectively with other government agencies on these matters.

Air quality conformity is the process wherein plans, programs, and projects are shown to meet the requirements of the Clean Air Act Amendments and the applicable State Implementation Plan. EPA website, https://www3.epa.gov/airquality/greenbook/phistory_ca.html, lists the whole County of Mariposa in their Greenbook for an 8-Hour Ozone period in (2015) as a "non-attainment zone".

Mariposa County involves the public in the regional transportation planning process and participates in regional, local, state agencies, and the private sector in planning efforts to identify and plan policies, strategies, programs, and actions that maximize and implement the regional transportation infrastructure. To facilitate this, LTC works closely with the Mariposa County Air District, Caltrans District 10, Planning, neighboring counties, and other agencies on matters of air quality.

Previous Work

- Mariposa Air Quality Issues discussed with Mariposa Health & Human Services Agency
- Agenda & Meeting Minutes from the Bicycle Pedestrian Advisory Committee (BPAC)
- Registration for Online Trainings sponsored by California Air Resources Board (CARB)

Proposed Products

- Agenda & Meeting Minutes from the Bicycle Pedestrian Advisory Committee (BPAC)
- Registration for Online Trainings sponsored by California Air Resources Board (CARB)

Work Activities

1. Meet with Mariposa Public Works and Planning on possible areas to enhance bike & pedestrian movement throughout the county to encourage reduction of green-house gas emissions (September 2025, March 2026) – County Staff
2. Participate in Federal and State Clean Air Act meetings and webinars when available. - County Staff
3. Coordinate with partners to identify policies, strategies, programs, and actions that enhance the movement of people, goods, services, and information on the regional, inter-regional, and state highway system. (December 2025 and June 2026) – County Staff
4. Monitor air quality with the HHSA; (September 2025, December 2025, March 2026, and June 2026) – County Staff

Funding

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	$15,000
	TOTAL	$15,000

WORK ELEMENT 6
Public Information

- This element will help develop a public outreach campaign through informational brochures, a logo, and meetings. It is important to establish and maintain formal consultation with Native American Tribal Governments enabling their participation in local and state transportation planning and programming activities. The LTC believes in developing joint work programs with transportation and air quality agencies, including transit operators, to enhance coordination efforts, partnerships, and consultation processes – to facilitate outreach efforts and meetings with traditionally underrepresented and underserved populations such as the elderly, disabled, low-income, and minority communities, community groups and their leaders (i.e., Black, Hispanic, Asian American, and Pacific Islander).

Previous Work

- A web page dedicated to the LTC, its schedule, information, and available downloads updated each Fiscal Year (June 2025)
- Mariposa Transit Services Digital Advertising January 2025

Proposed Products

- Public Outreach mailings, published public notices, and notices on County website materials will be submitted with the Quarterly Deliverables
- Update Mariposa Transportation Planning Web Page (June 2026)
- Provide Caltrans with Public Information Materials Produced on a Quarterly Basis

Work Activities

1. The Public Outreach meeting, in the LTC Board Hearing Room in June of 2026, will invite the underserved populations, minority community groups and their leaders to participate and share their opinions, issues, and recommendations for how local and regional transportation affects them. We routinely reach out to Native American entities in our area to insure they are included in the Public Outreach process. The meeting will be documented and posted on the transportation planning website. (June 2026) – County Staff

2. In addition to our regular transit schedules we will advertise added shopping trips leading up to the holidays November – December and during the local farmers market season May – October – County Staff

3. Update all transit schedules and offerings for mailing and posting to County Websites. (July 2025, October 2025, January 2026, April 2026) – County Staff

Funding

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	$22,000
	TOTAL	$22,000

WORK ELEMENT 7
Maintenance of the Overall Work Program (OWP)

This work element will allow the development, monitoring, and maintenance of the Overall Work Program. The Overall Work Program lays the foundation for the current fiscal year Transportation Planning Activities. Included in the Work Element will be any necessary equipment and/or supplies needed to complete the required work activities.

Previous Work

- Overall Work Program FY 2024-2025
- Overall Work Program FY 2024-2025 Amendment I

Proposed Products

- Quarterly Progress Reports (Q1 – October 31, 2025, Q2 - January 31, 2026, Q3 – April 30, 2026, and Q4 - July 31, 2025)
- Formal and Administrative Amendments as needed (August 2025 – June 2026)
- OWP FY 2024-2025 Year End Closeout Package (August 30, 2025)
- Draft of FY 2026-2027 OWP Due to Caltrans for Review (March 1, 2026)
- LTC Board Item & Final Draft FY 2026-2027 OWP to Caltrans (May 2026)
- Final Approved/Adopted FY 2026-2027 OWP and fully executed OWPA (June 30, 2026)

Work Activities

1. Preparation of Q4 Report and FY 2024-2025 (July 2025) - County Staff
   Year End Closeout Package FY 2024-25 (August 2025) - County Staff
   Formal and/or Administrative Amendments (August 2025-May 2026) - County Staff

2. Preparation of Quarterly Reports and Invoices for FY 2025-26 Q1 – Q3 (October 2025, January 2026, & April 2026) – County Staff

3. Preparing the FY 2026-2027 Draft OWP, Caltrans approval, LTC adoption, and ongoing updates to the OWP FY 2025-2026- County Staff

4. Overall Work Program meetings with Caltrans Staff ongoing. – County Staff

Funding

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	$25,000
	TOTAL	$25,000

WORK ELEMENT 8
Mariposa Town Transit & Economic Development Initiative

The purpose of this element is to identify a new transit strategy in the Mariposa Town Planning Area (TPA), focused on improving parking availability and increasing public transit ridership. Major deliverables include recommendations for (1) improving existing parking and expanding parking inventory in the Town's commercial area, (2) increasing Yosemite Area Regional Transportation System use, and (3) enhancing the pedestrian experience in Mariposa's downtown corridor. These deliverables will help drive economic activity to a disadvantaged, low-income community, while reducing congestion, VMT, and GHG emissions.

The project is funded by the Sustainable Transportation Planning Grant program. The intent of the Sustainable Communities Grants is to encourage local and regional planning that supports state goals, implements Regional Transportation Plan Sustainable Communities Strategies, and to ultimately achieve the State's greenhouse gas reduction target of 40 and 80 percent below 1990 levels by 2030 and 2050, respectively. The final product is anticipated to be complete by June 2027.

Previous Work

1. Submitted Grant Proposal and Application (1/18/2024)
2. Received Notice of Conditional Grant Award (7/9/2024)
3. Advertise for and selection of Consulting Group (Q3 of 2025)

Overall Project Objectives

- Develop a set of recommendations over short-, medium-, and long-term time horizons for improving parking and pedestrian infrastructure in the Mariposa Town Planning Area to satisfy the everyday needs of residents and to encourage more visitors to park, visit Mariposa's small businesses, and take public transit.
- Provide diagrams and conceptual drawings for transit improvements, with a special focus on resilience-focused strategies (e.g. tree cover, installation of EV charging stations, and other green design techniques) to improve parking, bus stops, and pedestrian pathways.
- Consider and draft code amendments that can institute a sustainable fee structure or funding mechanism (e.g., an enhanced infrastructure financing district) to improve and maintain the County's parking and pedestrian infrastructure.
- Design signage and informational panels to make it easy and convenient for visitors to access local businesses and explore Mariposa.
- Ensure that this Initiative is community-centered and that the needs of Mariposa's underserved residents are fully incorporated into final recommendations (i.e. the process and the community dialogue are as important as the final product).

Summary of Project Tasks

Task 01: Project Administration

This task involves the writing of quarterly reports, drafting of meeting notes, invoicing, and the kick-off meeting with Caltrans.

Task Deliverables
Kick-off meeting with Caltrans, meeting notes, quarterly invoices, and progress reports

Task 02: Consultant Procurement

Mariposa County will procure a consultant, consistent with state and federal requirements, Local Assistance Procedures Manual for procuring non-Architectural and Engineering consultants, the Grant Application Guide, Regional Planning Handbook, and the executed grant contract between Caltrans and the grantee.

Potential expertise needed for a consultant team includes, but is not limited to, planning and conceptual design of parking and pedestrian infrastructure, regional transportation network analysis, active transportation planning, and innovative stakeholder engagement techniques.

Task Deliverables
Mariposa County's current procurement procedures, copy of the Request for Proposal, copy of the contract between consultant and the County, copies of all amendments to the consultant contract, meeting notes from project kick-off with consultant

Task 1: Define Planning Context

The selected consultant team's first task will be to analyze the relevant planning documents, studies, and other milestone documents related to multimodal transit in Mariposa. Understanding these prior planning efforts and their outcomes will allow the consultant team to define the planning context in which the Mariposa Town Transit & Economic Development Initiative will occur and set the stage for more informed and robust stakeholder engagement in future tasks.

The final document review list will be determined in coordination with the selected consultant team. Anticipated documents to review include:

- Mariposa County General Plan (2006)
- Mariposa County Bicycle and Pedestrian Plan (2011)
- The Mariposa Economic Vitality Strategy (2017)
- Mariposa County Transportation Center + Active Transportation Feasibility Study (2019)
- YARTS Strategic Plan (2021)
- Mariposa County Regional Transportation Plan (2023)
- Integrated Mobility & Housing Strategy (2023)
- Mariposa County Nonresidential Market Study (2023)

Task Deliverables
Planning context summary white paper

Task 2: Stakeholder Engagement Protocols & Convene Steering Committee

Mariposa County will convene a Town Transit Steering Committee with representatives from social services nonprofits, the county health department, downtown businesses, County Departments, and other stakeholders. The Steering Committee will meet once every two months during the planning process. Steering Committee members will sign a partnership agreement that outlines their involvement in the process, including roles and responsibilities, and meeting procedures.

Mariposa County is committed to implementing a community participation strategy that effectively includes segments of the community who traditionally do not participate in County planning efforts. Specific strategies for achieving this goal will be developed in coordination with the selected consultant team and the Town Transit Steering Committee to identify approaches and techniques that will be appropriate and effective in our unique community context. Anticipated baseline strategies will include multi-lingual outreach materials, opportunities for online engagement, and decentralized "meeting in a box" materials. During this task, these strategies will be fully documented and planned.

Task Deliverables
Formation documents and meeting notes from Town Transit Steering Committee, signed partnership agreement from Steering Committee members, schedule and detailed plan for stakeholder engagement focus groups

Task 3: Collect Preliminary Community Perspectives

With assistance from Mariposa County staff and the Town Transit Steering Committee, the consulting team will host a series of facilitated focus groups with strategic stakeholders to shape the inquiry and investigation into future tasks of the project. Participants in these dialogs will include targeted central stakeholders (e.g., downtown business owners and employees, transit professionals, tourism industry experts, and local residents) and will emphasize the needs and perspectives of disadvantaged community members.

A final roster of focus group participants will be determined in conjunction with the selected consultant team and will include central partners involved in the preliminary shaping of this project to date. These include:

- Yosemite Area Regional Transportation System (YARTS)
- Caltrans District 10 Staff
- Mariposa County Town Transit Steering Committee
- Southern Sierra Miwuk Nation
- Mariposa Special Parking District

- Alliance for Community Transformations
- Mariposa Arts Council and Mariposa County Creative Placemaking Committee
- Mariposa County Historic Sites & Records Preservation Commission
- County Departments

Task Deliverables
Meeting notes, meeting PowerPoint presentations, meeting attendance records (e.g., names, demographic information of attendees, groups represented, and number of focus groups).

Task 4: Summarizing Baseline Conditions

After defining the planning context and connecting with essential stakeholders to gain a qualitative understanding of the issues, the consultant team will collect these baseline conditions into a clear and compelling summary. This summary will describe the current and future need for improved parking and pedestrian infrastructure and increased YARTS ridership, functioning as a needs assessment, identifying benchmarks and performance measures by which to evaluate the recommendations developed in later project tasks. The format of the Baseline Conditions Summary will be determined in conjunction with the selected consultant team and will be incorporated into the final Mariposa Town Transit & Economic Development Initiative deliverable.

Task Deliverables
Written summary of baseline conditions; diagrams, maps, and infographics that visually display these baseline conditions; written analysis of discussions and conversations that occurred during the focus group meetings

Task 5: Draft Transit Improvements & Concepts

Having established benchmarks and performance measures for needed parking and pedestrian improvements and increased YARTS ridership in the prior phase, the consultant team will next propose a preliminary vision for how to accomplish these objectives. The team will develop a series of recommendations to (1) enhance parking infrastructure; (2) improve pedestrian pathways; and (3) increase YARTS ridership, respectively. Our partnership fully expects the ideas generated to be preliminary, and the materials are to be used to stimulate and structure community dialogue in subsequent project tasks. The consultant will provide diagrams and conceptual drawings, when appropriate, to allow the community to visualize each recommended transit improvement.

Task Deliverables
Draft preliminary recommendations; diagrams and conceptual drawings of preliminary recommendations and transit improvements

Task 6: Community Engagement – Draft Transit Improvements & Concepts

As mentioned, the County conceptualizes the recommendations from the previous task as preliminary, and as an opportunity to foster meaningful dialogue with the community. In this task, our partnership will apply innovative community engagement techniques to solicit feedback on the preliminary recommendations from a broad cross-section of the Mariposa community.

These engagement activities will occur on two scales: first, among the core stakeholder groups, and second, among the wider community at large. The format and structure of these engagement activities will vary depending on the scale of the intended audience and will correspond with the engagement protocols developed in conjunction with the selected consultant team during Task 2 of the project. During this Task, there will be a total of six stakeholder focus groups who will review the draft preliminary recommendations and transit improvements. Two of the stakeholders focus groups will include representatives of the Southern Sierra Miwuk Nation (SSMN) and Alliance for Community Transformations, respectively. Recognized by the California Native American Heritage Commission, the Miwuk Nation are the descendants of the SSMN people of Yosemite and Mariposa County. The Alliance is the largest social services agency in Mariposa County, offering services to underserved groups, including the homeless, foster youth, seniors, and more. Both the Alliance and SSMN will provide valuable input on how preliminary designs will impact underserved individuals in the community. After engaging the stakeholder groups, the County will convene at least three interactive hands-on workshops with the broader community. One of these workshops will be hosted at the Creekside Terrace Apartments, an affordable housing community. All workshops are anticipated to include:

- Input on how well the recommendations balance the needs of residents versus Yosemite-bound visitors.
- Prioritization of recommendations, especially related to parking and pedestrian improvements.
- Evaluation of how effectively the recommendations meet the needs of Mariposa's undeserved population.
- Consideration of the feasibility of the fee mechanism proposed to ensure long-term sustainability and maintenance for parking infrastructure.
- Examination of whether the recommendations fit Mariposa's rural context.

In order to ensure input is received from residents throughout the County (and not just in the project area), Mariposa County will also release an online survey. The survey will seek direct feedback on the preliminary recommendations and transit improvements. The survey will be promoted by the County's Public Information Officer through social media and via press release. It will be available for 30 days for public response.

The County is committed to centering the community in decision-making and project development and has several examples of recent successful community engagement in its planning efforts (e.g. Integrated Mobility and Housing Strategy and Mariposa Creek Parkway

Phase IV Plan). The Mariposa Town Transit & Economic Development Initiative will build upon these successes, ensuring the community shapes the final recommendations and deliverables of the project.

Task Deliverables
Community engagement materials and activities; summary of community input and feedback on draft transit improvements and concepts

Task 7: Draft Mariposa Town Transit & Economic Development Initiative

Having collected and summarized community input on the Draft Transit Improvements & Concepts in the prior phase, the consultant team with guidance from the Town Transit Steering Committee will further develop the concepts and recommendations into a full draft of the Mariposa Town Transit & Economic Development Initiative. This deliverable will incorporate the takeaways from the prior phase and will include:

- A timeline showing how the Initiative's recommendations should be implemented in the short- medium- and long-term, as well as a fund development strategy for making the transit improvements a reality.
- A recommendation for a sustainable fee structure or funding mechanism (e.g., an enhanced infrastructure financing district) to improve and maintain the County's parking and pedestrian infrastructure.
- Draft code amendments that will implement this new revenue source.
- Mock-ups of signage and informational panels to make it easy and convenient for visitors to access local businesses, identify parking areas, and see YARTS bus stops.
- Diagrams, visuals, and maps showing the Initiative's transit recommendations.
- A section detailing how the Initiative incorporates resilience-focused strategies into parking and pedestrian improvements.

The format of this initial draft will be determined in conjunction with the selected consultant team, but we anticipate it will also include conceptual cost estimates, project partners and key responsibilities, and considerations for permitting and environmental compliance.

Task Deliverables
Full Initial Draft of Mariposa Town Transit & Economic Development Initiative

Task 8: Community Engagement – Draft Mariposa Town Transit & Economic Development Initiative

In conjunction with Mariposa County and Town Transit Steering Committee, the consultant team will again implement the previously established stakeholder engagement protocols to receive

community input on the draft Mariposa Town Transit & Economic Development Initiative. As in earlier phases, the engagement activities will occur at multiple scales, and will be scheduled, structured, and implemented to encourage substantive participation from a wide range of stakeholders from throughout our disadvantaged community.

We anticipate that the activities, exercises, and techniques used here will be consistent with those developed for and implemented in Tasks 3 and 6. In particular, we anticipate a minimum of one meeting with each focus group convened in the previous phase, as well as additional key stakeholders as needed, regarding the draft Initiative. Furthermore, we anticipate a minimum of two interactive, hands-on workshops to engage the community at large on the draft. If necessary, community input will also be solicited electronically, through tools such as online surveys and workshop webinars.

Task Deliverables
Meeting notes, PowerPoint presentations, meeting attendance records (e.g. names, demographic information of attendees, groups represented, and number of focus groups).

Task 9: Release Draft of Mariposa Town Transit & Economic Development Initiative; LTC Hearings & Approval

Using the feedback collected during the previous phase, the consultant team will refine the draft from Task 9 and consolidate the materials produced in previous phases into a cohesive booklet, in both digital and physical formats. This will serve as the final draft Mariposa Town Transit & Economic Development Initiative that summarizes the key takeaways from each task and offers specific deliverables:

- The values and principles which informed the stakeholder engagement protocols, and the techniques used to facilitate community engagement throughout the project
- The baseline conditions that serve as the project's context, and the benchmarks and targets stemming from that context
- The methodology used to identify and ultimately prioritize specific pedestrian, parking, and YARTS-focused recommendations
- The final recommendations for parking, pedestrian, and bus transit improvements
- The outline of the next steps the County needs to take to implement the final recommendations.
- The final mock-ups of informational and wayfinding signage to direct more visitors to park, visit Mariposa businesses, and take the bus, as well as full drafted language for code amendments to Mariposa County's Special Parking District
- This final draft will be vetted by the Town Transit Steering Committee to ensure that the recommendations have the Committee's full approval and backing. It will then be presented to the Local Transportation Commission for approval in a public hearing. The final report will be an ADA-accessible document.

Task Deliverables
Full final draft of Mariposa Town Transit & Economic Development Initiative; Local Transportation Commission meeting minutes; resolution approval and adoption of the Initiative by the LTC

Funding

Funding Source	Work Performed by	SB1 SC* AMOUNT	Local Match (11.47%)	Budgeted Amount
Sustainable Communities	Planning, LTC and Consultants	$198,463	$25,713	$224,176
	TOTAL	$198,463	$25,713	$224,176

***Work Element 8 receives no funding from RPA.**

REFERENCES

See Overall Work Program (OWP) Guidance, Appendices, for Transportation Planning and Programming Requirements Regarding Tribal Governments. Guidance is included for the protocol for government-to-government relations with federally recognized tribes and for public outreach with the Native American population.

Guidelines:

California Transportation Commission (CTC), current California Regional Transportation Plan Guidelines; Executive Order 12898 (Environmental Justice); and Title VI of the Civil Rights Act.

The CTC approved the following requirement in the RTP Guidelines: "the MPO's and RTPA should include a discussion of consultation, coordination and communication with federally recognized Tribal Governments when the community is located within the boundary of an MPO/RTPA".

Regulations:

Title 23, Code of Federal Regulations (CFR), CFR 49, Chapter 1, Part 450 Subpart C, Sections 450.104, 450.202, 450.31(i), 450.324(f)(1), and 450.330(a.

Statutes:

Title 23, United States Code (U.S.C.), Chapter 1, Sections 134(h)(3)(B), 134(i)(5), and 101(a)(23); SAFETEA-LU Section 3005, Subsection 5303(i)(2)(B), Section 6001, subsection 134(i)(2)(B), and 6002.

Appendix A

MFTA#: 74A1637
AGENCY DUNS#: 623257027
AGENCY UEI#: PNG4LUYEKK53

OVERALL WORK PROGRAM AGREEMENT (OWPA)
Mariposa County Local Transportation Commission

FY: 25/26 **OWP Board Approval Date:** 10/21/2025 **Amendment #:** 1

1. The undersigned signatory hereby commits to complete this Fiscal Year (FY) the Annual Overall Work Program (OWP), which has been approved by the Department of Transportation (Caltrans), Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) and is attached as part of this OWPA.

2. All of the obligations, duties, terms and conditions set forth in the Master Fund Transfer Agreements (MFTA)that was executed January 1, 2025 through December 31, 2034 with Caltrans are incorporated by reference as part of this OWPA for this FY.

3. Match amounts, sources, and eligibility for Regional Transportation Planning Funds listed below, must be in compliance with Federal, State, or contractually agreed upon requirements.

4. Subject to the availability of funds this FY OWPA funds encumbered by Caltrans include, but may not exceed, the following:

CFDA #	Funding Source	MIN Required Match %	CURRENT FY Allocated Programmed Amount	CARRYOVER Programmed Amount	Toll Credit Match	Local/In-Kind Match	TOTAL Estimated Expenditures
20.205	FHWA PL (Toll Credit)	11.47%					$0.00
20.205	FHWA PL (Local/In-kind Match)	11.47%					$0.00
20.205	FHWA PL (CS LM Waiver)	0.00%					$0.00
20.505	FTA 5303 (Toll Credit Match)	11.47%					$0.00
20.505	FTA 5303 (Local/In-kind Match)	11.47%					$0.00
20.505	FTA 5304	11.47%					$0.00
20.205	FHWA SPR	20.00%					$0.00
	RPA	0.00%	$216,500.00	$39,500.00			$256,000.00
	RPA Grants	0.00%					$0.00
	SHA Grants	11.47%					$0.00
	SB1 Formula	11.47%					$0.00
	SB1 Competitive	11.47%	$198,463.00			$25,713.00	$224,176.00
	SHA-Climate Adaptation	11.47%					$0.00
	Total Programmed Amount		**$414,963.00**	**$39,500.00**	**$0.00**	**$25,713.00**	**$480,176.00**

Agency Certification of Programmed Funds		District Approval of Programmed Funds	
The Agency certifies that programmed amounts are representative of eligible and		The District has reviewed and approves the OWPA as submitted. Programmed	
	10/21/2025		
Authorized Signature	Date	*Authorized Signature*	Date
Shannon Hansen, Executive Director - MCLTC			
Printed Name and Title		Printed Name and Title	

(HQ Department of Transportation Use Only)

The total amount of **FEDERAL** funds encumbered by this document are: **$** _____

Fund Title: _____ Item: _____ Chapter Statute: _____ Fiscal Year: _____

The total amount of **STATE** funds encumbered by this document are: **$** _____

Fund Title: _____ Item: _____ Chapter Statute: _____ Fiscal Year: _____

Encumbrance Details:

Fed/State	CT	Acct Line #	Project ID	Phase/Fund	Amount $

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and expenditure purpose stated above.

Signature of Department of Transportation Resources/Accounting Officer Date

CFDA for Federal Funds *20.505 Metropolitan Transportation Planning and State and Non-Metropolitan Planning and Research/**20.205 Highway Planning and Construction

Mariposa County

Local Transportation Commission

Transportation Planning
Overall Work Program

For Fiscal Year 2025-2026

Draft

Amendment I – Pending LTC Adoption October 21, 2025

Adoption by LTC Resolution #2025-006 - May 20, 2025

Mariposa County Local Transportation Commission
4639 Ben Hur Road
Mariposa, CA 95338
209-966-5356

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1. Introduction

Work Program

Overall Work Program (OWP) is a budget for one fiscal year. It identifies transportation planning activities and their funding sources. This OWP is for Fiscal Year 2025-2026 including July 1, 2025 - June 30, 2026.

Together with the Master Fund Transfer Agreement (MFTA) and the Overall Work Program Agreement (OWPA), the OWP constitutes the annual funding contract between the State of California and the Mariposa County Local Transportation Commission for Rural Planning Assistance (RPA) funds.

The primary concerns addressed in this Work Program are:

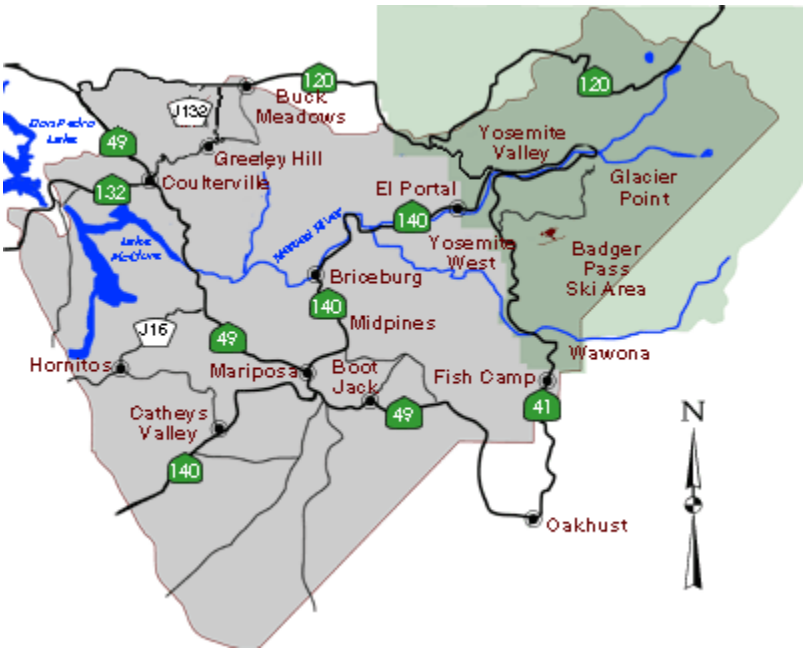
- Funding for transportation planning projects and programs,
- Coordination with federal, state, and local agencies
- Coordination with neighboring regions and their planning activities including but not limited to the staff participation in Yosemite Area Regional Transportation System (YARTS), Rural Counties Task Force (RCTF), and Bicycle Pedestrian Advisory Committee (BPAC)
- Public participation and outreach
- Air Quality Conformity
- Consistency with the General Plan
- Improving transportation datasets and analysis capabilities

The main products of this Work Program will be:

- Complete Phase III of the Vehicle Miles Traveled Policy 2025-26 (Funded by RPA)
- Complete Phase I of the Pavement Management Program 2025-26 (Funded by RPA)
- Complete Phase I of the Short Range Transit Plan 2025-26 (Funded by RPA)

Regional Setting

Mariposa County is a rural, mountainous area with a population of approximately 17,131 (per the 2020 U.S. Census). It is estimated that every year approximately 4 million people travel through Mariposa County on their way to Yosemite National Park. Portions of Yosemite National Park, the Sierra National Forest, the Stanislaus National Forest, and other public lands account for about half of the almost 1,500 square miles of land area. Two highways – State Routes 49 and 140 – traverse the County, and three others – Routes 41, 120, and 132 – have portions within it.



While the County does not experience the same kind of congestion problems that face most urban areas, the incremental, low density, and widespread development pattern that is emerging creates traffic problems of their own. The primary concern is with the maintenance and improvement of the County's roadways to a safe and appropriate standard. As new housing goes up in the rural areas of the county, deficiencies in the roadway system are becoming more apparent. However, due to the mountainous terrain over much of the land, Mariposa faces higher road construction and maintenance costs than many areas. When the higher costs are combined with the small population, piecemeal growth, and low density of development, paying for necessary infrastructure maintenance and improvements becomes a more difficult task.

In the recent past, much of the growth in Mariposa County has come from tourism – mostly related to Yosemite National Park – and from the migration of retirees from urban and suburban areas.

The Local Transportation Commission

The structure of the Mariposa County Local Transportation Commission has not changed since it was formed in 1975. The Local Transportation Commission (LTC) is composed of the (5) five members of the Mariposa County Board of Supervisors, as there are no incorporated areas within Mariposa County. The County's Director of Public Works & Transportation is designated as the Executive Director of LTC.

A Memorandum of Understanding between the Mariposa County Transportation Commission and the State of California was updated in 2012. This MOU describes the relationship between the State and County for transportation planning in Mariposa County.

The LTC has advisory committees that meet on an as-needed basis. These include the Policy Advisory Committee and Citizen's Advisory Committee. The Technical Advisory Committee (TAC), which will meet at least twice a year. The TAC will make recommendations to the LTC on matters such as the Regional Transportation Plan (RTP) and the annual Transportation Planning – Overall Work Program (OWP). The purpose and structure of these committees has been reviewed and the LTC Bylaws updated accordingly. Additionally, a Social Services Transportation Advisory Council (SSTAC) meets prior to the Unmet Transit Needs Hearing and at other times, as needed. Currently the council meets two times annually. The council advises LTC on transit and other transportation needs within the County.

Public Involvement

Public input by citizens or any interested party is encouraged by the LTC and welcomed at all LTC meetings. Noticed public hearings are held on topics such as Unmet Transit Needs and adoption of the Regional Transportation Plan. The LTC strives to include continuous community involvement in the development of plans and studies including online to gather feedback. Mariposa County is the ancestral home to numerous Native Americans (i.e., Tribes, communities, organizations, groups, and individuals). The LTC will reach out to the American Indian Council of Mariposa and other Native American, communities, organizations, groups, and individuals for their participation. A Public Participation Plan was completed in FY 2009-10 and more explicitly describes the LTC's public involvement goals and procedures.

Although there are no federally recognized Native American tribes within Mariposa County. California is the ancestral home to several federally recognized and non-federally recognized California Native American tribes, communities, organizations, groups, and individuals. Proactively pursuing early Native American involvement as mandated by federal and state guidelines, considered, and addressed during the earliest stages of transportation planning and programming, benefits local transportation agencies such as the Mariposa County LTC, Native Americans and Caltrans. We frequently reach out to Southern Sierra Miwuk Nation, North Fork Mono Rancheria, and Choinumni Tribe to name a few. Such efforts minimize impacts on projects by (a) avoiding potential delays and cost overruns, and (b) gaining important knowledge and information for protecting and preserving unique biological and cultural resources (i.e., flora, fauna, prehistoric sites, religious and ancestral places, etc.) for future generations.

Environmental Justice & Title VI

County staff addresses the effects of transportation planning on traditionally underrepresented and underserved populations, such as the elderly, disabled, low-income, and minority (i.e., Black, Hispanic, Asian American, Native Americans/Alaskan Native, and Pacific Islander) community groups and their leaders by involving the potentially affected public in developing transportation projects that fit harmoniously within the community without sacrificing safety or mobility. The county accomplishes this goal both formally and informally through newspaper announcements, public hearings, workshops, County websites, social media, and meetings with traditionally underrepresented communities and community leaders and notices to local minority groups.

Mariposa County Local Transportation Commission will ensure that its programs, policies, and activities comply with Department of Transportation's (DOT) Title VI Regulations (49 CFR Part 21) and with Limited English Proficient (LEP) Person's requirements (70 FR 74087, December 14, 2005). Mariposa County Local Transportation Commission is committed to creating and maintaining a system that is free of all forms of discrimination, taking necessary preventive corrective and disciplinary actions to stem behavior that violates this policy or the rights and privileges it is designed to protect. FTA requires recipients to document compliance with DOT Title VI regulations by submitting a Title VI Program to their FTA regional civil rights officer once every three years.

2. Transportation Planning Program

The Transportation Planning Program consists of multiple efforts, divided into Work Elements. The program and its elements are derived from various prior documents and programs including:

- The 2017 Regional Planning Handbook
- The 2024 Regional Transportation Plan
- The Regional Transportation Improvement Program and Amendments
- The California Transportation Plan
- A 1990 Traffic Safety Evaluation of Mariposa County Roads conducted by the Institute of Transportation Studies
- YARTS and subsequent work in the development of a regional transit system
- The 1994 Mariposa County Highway 140 Transit Service Evaluation Report
- The 2021 Short Range Transit Plan
- The 2021 Pavement Management Program
- The 2024 Active Transportation Plan
- The 2011 Bicycle and Pedestrian Transportation Plan
- The Climate Action Plan-Transportation Infrastructure Vulnerability Assessment, and Resiliency Plan

Summary of Work Elements

- Work Element 1 - **Regional Transportation Plan (RTP)** and participate in regional planning efforts
- Work Element 2 - **Regional Transportation Improvement Program (RTIP)** preparation, Project Study Reports, and project monitoring
- Work Element 3 - **Transportation Planning Studies** for specific issues
- Work Element 4.1 - **Transit Planning** and coordination
- Work Element 4.2 – **Transportation Development Act (TDA)**
- Work Element 5 - **Air Quality Planning** and coordination
- Work Element 6 - **Public Information** and outreach
- Work Element 7 - **Maintenance of the Overall Work Program (OWP)**
- Work Element 8 – **Mariposa Town Transit & Economic Development Initiative**

Funding

The LTC's Work Program is funded from three sources: Rural Planning Assistance funds, TDA and State Transportation Improvement Program "Planning, Programming & Monitoring" funds.

The RPA funding amount for Fiscal Year 2025-26 for Mariposa County is $216,500.

Funding Amounts and Sources

$216,500	Rural Planning Assistance (RPA)
$ 39,500	Rural Planning Assistance (RPA) – Fiscal Year 2024-25 Carryover
$ 25,000	STIP Planning Programming & Monitoring Funds (PPM)
$ 13,200	TDA Funds
$198,463	Planning Grant SB1 SC
$ 25,713	Local Match – Receives No Funding From RPA
$518,376	TOTAL BUDGETED AMOUNT

Funding by Element

Work Element	Funding Source					LTF Match (11.47%) Non-RPA	Budgeted Amount
	RPA	Carryover FY 24-25	STIP PPM	TDA	Planning Grant SB1 SC, 88.53%		
1. RTP	35,000						35,000
2. RTIP			25,000				25,000
3. Transportation Planning Studies	60,250	39,500					99,750
4.1 Transit Planning	59,250						59,250
4.2 TDA				13,200			13,200
5. Air Quality Planning	15,000						15,000
6. Public Information	22,000						22,000
7. Maintenance of OWP	25,000						25,000
8. Mariposa Town Transit & Economic Development Initiative					198, 463	25,713	224,176
Sub-Total	**216,500**	**39,500**	**25,000**	**13,200**	**198,463**		
Total				**$492,663.00**		**25,713**	**$518,376**

RTP (Regional Transportation Plan), RTIP (Regional Transportation Improvement Program), TDA (Transportation Development Act)

County Match Requirements

Funding for Work Elements 1 – 7 does not require a county match since they are 100% funded.

Federal Planning Factors

The work elements in this program are consistent with Federal and State funding priorities including the ten FAST Act planning factors to the extent they apply to a rural area like Mariposa County. The ten planning factors are as follows:

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.

2. Increase the safety of the transportation system for motorized and non-motorized users.

3. Increase the security of the transportation system for motorized and non-motorized users.

4. Increase the accessibility and mobility of people and for freight.

5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth, housing, and economic development patterns.

6. Enhance the integration and connectivity of the transportation system, across and between modes, people, and freight.

7. Promote efficient system management and operation.

8. Emphasize the preservation of the existing transportation system.

9. Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation.

10. Enhance travel and tourism.

The matrix on the following page shows which Work Element(s) address which emphasis area(s):

FAST Act Planning Factors							
	Work Element 1 (RTP)	Work Element 2 (RTIP)	Work Element 3 (Trans Planning Studies)	Work Elements 4.1, 4.2 Transit Planning, TDA)	Work Element 5 (Air Quality)	Work Element 6 (Public Info)	Work Element 8 Mariposa Town Transit & Economic Development Initiative
1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.	X		X	X			x
2. Increase the safety of the transportation system for motorized and non-motorized users.	X	X	X	X		X	X
3. Increase the security of the transportation system for motorized and non-motorized users.	X	X	X	X		X	
4. Increase the accessibility and mobility of people and for freight.		X	X	X			x
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns.	X		X		X		x
6. Enhance the integraton and connectivity of the transportation system, across and between modes, for people and freight.	X	X	X	X			x
7. Promote efficient system management and operation	X	X	X	X	X	X	
8. Emphasize the preservation of the existing transportation system.		X		X			
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation.	X	X	X	X			x
10. Enhance travel and tourism.	X		X	X		X	x

Planning Emphasis Areas

Planning Emphasis Areas (PEAs) were updated in December of 2021. The emphasis areas focus on advancing equity and environmental justice in transportation planning, which will help achieve greenhouse gas reduction goals and increase resilience to extreme weather events

The matrix below shows which Work Element(s) address which Planning Emphasis Areas PEA(s):

Planning Emphasis Areas							
	Work Element 1 (RTP)	Work Element 2 (RTIP)	Work Element 3 (Trans Planning Studies)	Work Elements 4.1, 4.2 Transit Planning, TDA)	Work Element 5 (Air Quality)	Work Element 6 (Public Info)	Work Element 8 Mariposa Transit & Economic Development Initiative
Tackling the Climate Crisis - Transition to a Clean Energy Resilient Future	X			X	X		x
Equity and Justice in Transportation Planning	X	X	X	X		X	X
Complete Streets	X	X		X			X
Public Involvement	X	X		X		X	x
Stratigic Highway Network/U.S. Department of Defense Coordination	**N/A**						
Federal Land Mangement Agency Cooridination	X	X		X			x
Planning and Environment Linkages	X	X	X	X			X
Data in Transportation Planning	X	X		X	X		X

3. Work Elements

WORK ELEMENT 1
Regional Transportation Plan (RTP)

RTP serves as a guide for transportation planning activities in Mariposa County. It is a long-range (20 year) planning document that establishes the region's transportation goals, policies, programs, projects, and the financial resources available to implement them. This element also includes inter-governmental coordination on all matters of transportation policy in the County.

Previous Work

- Completed 2024 Regional Transportation Plan Update (September 19, 2023)
- Negative Declaration Environmental Document of RTP Update (September 19, 2023)

Proposed Products

- Provide Agendas and Meeting Minutes Quarterly for All Meetings of the Technical Advisory Committee (TAC) Meetings.
- Provide Agendas with Weblinks and Meeting Minutes Quarterly for All Meetings Staff Attends of the Rural Counties Task Force (RCTF)

Work Activities

1. Prepare Agendas, Meeting Notices, Meeting Minutes, TAC Roster, and Annual TAC Report to the Board. (October 2025, January 2026, April 2026, and June 2026) – County Staff

2. Participate in Statewide planning efforts and in the Rural Counties Task Force which staff attends. Provide weblink and meeting minutes quarterly. (October 2025, January 2026, April 2026, and June 2026) – County Staff

3. Monitor status and funding of projects in the RTP (October 2025, January 2026, April 2026, and June 2026) – County Staff

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	$35,000
	TOTAL	$35,000

WORK ELEMENT 2
Regional Transportation Improvement Program (RTIP)

This work element consists of programming and monitoring "STIP" projects. Projects are programmed every two years in the Regional Transportation Improvement Program (RTIP) that is submitted to the state and subsequently becomes part of the State Transportation Improvement Program (STIP). After that, projects are allocated for construction according to their programmed schedule. Project implementation must be monitored, including project delivery, timely use of funds, and compliance with State law and the California Transportation Commission's (CTC) guidelines. This work element consists of programming and monitoring "STIP" projects.

This element also includes preparation of Project Study Reports (PSR) for County Road improvement projects. A PSR or equivalent is required by the CTC for any project that is seeking to be included in the State Transportation Improvement Program (STIP). Moreover, a PSR is used to evaluate the feasibility of each proposed project to be included in the STIP.

Previous Work

- 2022 Regional Transportation Improvement Program and subsequent amendments
- Contracted with Consultant PA&ED, CEQA, PS&E, and ROW Phases for Harris Road Bridge & Indian Peak Road Bridge - FY 23-24
- LTC Approved 2024 RTIP Amendment to use FY 2024 STIP to fund Harris Rd Bridge CON Phase – FY 23-24

Proposed Products

- 2026 RTIP Adopted by LTC December 9, 2025
- 60% Plan Set & ROW - Harris Road Bridge Project
- 60% Plan Set & ROW - Indian Peak Bridge Project

Work Activities

1. RTIP project planning, programming, and monitoring (September 2025, December 2025, March 2026, and June 2026) – County Staff
2. 2026 RTIP - Consultant & County Staff (December 2025)
3. Harris Road Bridge monitor PA&ED and PS&E work (September 2025, December 2025, March 2026, and June 2026) – Consultant & County Staff
4. Indian Peak Bridge monitor PA&ED and PS&E work ((September 2025, December 2025, March 2026, and June 2026) – Consultant & County Staff

Funding

Funding Source	Work Performed by	Budgeted Amount
STIP PPM	LTC	$25,000
	TOTAL	$25,000

WORK ELEMENT 3
Transportation Planning Studies

The purpose of this element is to fulfill regional transportation planning duties other than the RTP and RTIP. The County engages in oversight, coordination, system planning, and community engagement in regional planning and transportation. The County addresses current and long-range issues that impact transportation planning through plans and studies such as Complete Streets and Active Transportation.

System Planning develops a) Corridor Studies, b) Multi-Modal, Operation, Non-SHOPP Transportation Equity Report (MIP), c) District System Management Plan, d) Active Transportation Plans, and e) Vehicle Miles Traveled (VMT) Policies.

Corridor Studies:
A corridor study serves as a quantitative assessment of current and future transportation needs in a corridor from a "complete streets" perspective. Addressing a period between twenty and forty years, the corridor plan evaluates operational strategies that maintain and optimize corridor performance and asset management in addressing travel delay, resilience, travel time reliability, mode shift, goods movement, vehicle miles traveled, congestion, and greenhouse gas reduction.

Multimodal Investment Plan (MIP):
The Multimodal Investment Plan is a Multimodal Objective Non-SHOPP Transportation Equity Report and provides reliable, accessible, shareable, quality controlled and documented data for use by Caltrans and its partners. The report supports analysis and decision making enabled by a robust data governance framework to get the right information to the right people at the right time.

District Strategic Plan (DSP):
A long-range improvement strategic and policy planning document, which is based on anticipated funding. The DSP represents how the district envisions the transportation system will be maintained, managed, and developed over 20 years and beyond, and is the State's counterpart to the Regional Transportation Plan (RTP)

Active Transportation Plans:
System Planning prepares multi-modal Active Transportation Plans (ATP) that research, document, analyze, and plan strategies that address the needs of travelers of all ages, incomes, and abilities on the State Highway System. The Plan views all transportation improvements as opportunities to improve safety, access, mobility, and asset preservation for all active transportation users in the district. ATPs also recognize bicycle, pedestrian, and transit modes as integral elements of the transportation system that can play a role in the reduction of greenhouse gas emissions (GHG).

Vehicle Miles Traveled (VMT) Policies:

Vehicle Miles Traveled (VMT) is a measure used extensively in transportation planning for a variety of purposes. It measures the amount of travel for all vehicles in a geographic region over a given period, typically a one-year period. It is calculated as the sum of the number of miles traveled by each vehicle. VMT is a key metric in transportation planning because it provides a measure of total travel, how travel changes over time, and differences in travel among regions and states. VMT is the leading measure of both personal and commercial vehicle travel demand. VMT data are also useful in policy decisions for infrastructure investment. Since VMT measures travel demand, it is useful in determining where resources are most needed, and it is an important measure to monitor and forecast.

Previous Work

- Active Transportation Plan 2024 Adopted September 17, 2024
- Vehicle Miles Traveled Policy - Phase I & II
- Geographic Information System development

Proposed Products

- Vehicle Miles Traveled Policy (VMT) Phase III - MCLTC Item, Monthly Agenda & Meeting Minutes with consultant, Final Draft adopted by MCLTC - (December 2025)
- Pavement Management Program (PMP) Update Phase I - MCLTC Item, Advertisements, Request for Proposal, and contract with consultant – (March 2026 – June 2026)

Work Activities

1. Update street, right of way, and parcel detail into the Geographic Information System (GIS) to be used as information for ongoing Transportation Planning (July 2025 - June 2026) – County Staff

2. Monitor status through monthly update meetings with consultant. Prepare the necessary documents for Phase III of Vehicle Miles Traveled Policy with consultant. Collect public comments from the outreach process to modify the Draft VMT for final approval. Prepare MCLTC Board Item, attachments, schedule MCLTC Item on meeting calendar. Post approved Final VMT Policy to County websites for Public Viewing - (July 2025 – December 2025) – Consultant & County Staff

3. Prepare MCLTC Item, Advertisements, Request for Proposal, and contract with consultant for preparation of Mariposa County PMP Update– (December 2025 - June 2026) Monthly monitoring of PMP Update milestones with monthly meetings. Phase I also includes the consultant's process for gaining access to our information, and systems to begin their work on the update. (March 2026 – June 2026) - Consultant & County Staff

Funding

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	$ 99,750
	TOTAL	$ 99,750

WORK ELEMENT 4.1
Transit Planning

This work element will be focused on the activities involved with local transit planning. This element also includes participation in Yosemite Area Regional Transportation System (YARTS). Mariposa annually networks with YARTS for the Low Carbon Transit Operations Program (LCTOP) allocation which provides transit services to Mariposa County residents.

The Transportation Planning Department works closely with Mariposa County Transit to ensure required documents are updated and submitted on time, keeping us eligible for transit funding.

Mariposa County is a member of the California Association for Coordinated Transportation (CALACT) which represents small rural and specialized transportation providers statewide. Mariposa participates in CALACT's offerings of programs, resources, and training to benefit the growth of our county's rural transit operations.

Previous Work

- Transit Asset Management (TAM) Updated
- National Transit Database (NTD) Report submitted October 23, 2024
- Mariposa Transit - Annual Request for Reimbursement January 29, 2025
- Federal Transportation Assistance (FTA) 5311 Funds request submitted December 12, 2024

Proposed Products

- Provide a list of any needs and solutions identified in YARTS meetings in October 2025 and April 2026 – Any lists and solutions identified will be provided as part of the Q4 deliverables (July 31,2025)
- Mariposa Transit - Required Reporting TAM, NTD, RFR, and FTA 5311 Funds Request
- Short Range Transit Plan (SRTP) Update – MCLTC Board Item, Advertisements, Request for Proposal, and contract with consultant.

Work Activities

1. Meet with YARTS transit services to identify needs and to plan solutions to any issues presented and discuss potential enhanced routes and services. Include in deliverables any needs and/or solutions because of our meetings. (October 2025 and April 2026) – Staff
2. Participation in YARTS Authority Advisory Committee and Management Board meetings, subcommittee meetings, and coordination to enhance transit throughout the County. (December 2025 and May 2026) – County Staff
3. Prepare MCLTC Item, Advertisements, Request for Proposal, and contract with consultant for preparation of Mariposa County Short Range Transit Plan (SRTP) Update – (January 2026 - June 2026) Monthly monitoring of SRTP project milestones with monthly meetings (March 2026 – June 2026) - Consultant & County Staff

4. Update Transit Asset Management (TAM) for Mariposa Transit – (August 2025) – Staff
   Work with Mariposa Transit to complete NTD Annual Report – (October 2025) - Staff
   Annual Request for Reimbursement for Mariposa Transit – (January 2026) – Staff

Funding

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	$59,250
	TOTAL	$59,250

WORK ELEMENT 4.2
Transportation Development Act (TDA)

This work element allows the development and monitoring of the Social Services Transportation Improvement Act, including the County Unmet Transit Needs hearing, the Social Services Transportation Advisory Council (SSTAC), Transit Development Plan Updates, Transit Action Plans, and Social Services Transportation Inventories. Also included will be any other local transit related planning activities and administrative tasks, such as TDA fund allocations to transit operators and program audits.

Previous Work

- Social Services Transportation Inventories
- Unmet Transit Needs public hearing and determination.

Proposed Products

- Social Services Transportation Inventories Update
- Unmet Transit Needs public hearing and determination (June 2026)

Work Activities

1. Social Services Transportation Advisory Council meetings (October 2025 and April 2026) - County Staff

2. Unmet Transit Needs Public Hearing and related reporting activities. (June 2026) – Staff

3. Track expenditures of LTF and STA Funds. (October 2025, January 2026, April 2026, and June 2026) – County Staff

4. Apply for grants and other funding to enhance transit capital acquisition and operations. (December 2025) – County Staff

5. Prepare the MCLTC Item for TDA Annual Fund Transfers – (May 2026-June 2026) - Staff

6. Complete the annual fiscal audits. Develop and maintain records for the next performance audit. (June 2026) – Independent Auditor & County Staff

Funding

Funding Source	Work Performed by	Budgeted Amount
TDA	LTC	$13,200
	TOTAL	$13,200

WORK ELEMENT 5
Air Quality Planning

The purpose of this work element is to advise the LTC on air quality issues and policies; to ensure that transportation plans, programs, and projects conform to the most recent air quality requirements; and to coordinate effectively with other government agencies on these matters.

Air quality conformity is the process wherein plans, programs, and projects are shown to meet the requirements of the Clean Air Act Amendments and the applicable State Implementation Plan. EPA website, https://www3.epa.gov/airquality/greenbook/phistory_ca.html, lists the whole County of Mariposa in their Greenbook for an 8-Hour Ozone period in (2015) as a "non-attainment zone".

Mariposa County involves the public in the regional transportation planning process and participates in regional, local, state agencies, and the private sector in planning efforts to identify and plan policies, strategies, programs, and actions that maximize and implement the regional transportation infrastructure. To facilitate this, LTC works closely with the Mariposa County Air District, Caltrans District 10, Planning, neighboring counties, and other agencies on matters of air quality.

Previous Work

- Mariposa Air Quality Issues discussed with Mariposa Health & Human Services Agency
- Agenda & Meeting Minutes from the Bicycle Pedestrian Advisory Committee (BPAC)
- Registration for Online Trainings sponsored by California Air Resources Board (CARB)

Proposed Products

- Agenda & Meeting Minutes from the Bicycle Pedestrian Advisory Committee (BPAC)
- Registration for Online Trainings sponsored by California Air Resources Board (CARB)

Work Activities

1. Meet with Mariposa Public Works and Planning on possible areas to enhance bike & pedestrian movement throughout the county to encourage reduction of green-house gas emissions (September 2025, March 2026) – County Staff
2. Participate in Federal and State Clean Air Act meetings and webinars when available. - County Staff
3. Coordinate with partners to identify policies, strategies, programs, and actions that enhance the movement of people, goods, services, and information on the regional, inter-regional, and state highway system. (December 2025 and June 2026) – County Staff
4. Monitor air quality with the HHSA; (September 2025, December 2025, March 2026, and June 2026) – County Staff

Funding

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	$15,000
	TOTAL	$15,000

WORK ELEMENT 6
Public Information

- This element will help develop a public outreach campaign through informational brochures, a logo, and meetings. It is important to establish and maintain formal consultation with Native American Tribal Governments enabling their participation in local and state transportation planning and programming activities. The LTC believes in developing joint work programs with transportation and air quality agencies, including transit operators, to enhance coordination efforts, partnerships, and consultation processes – to facilitate outreach efforts and meetings with traditionally underrepresented and underserved populations such as the elderly, disabled, low-income, and minority communities, community groups and their leaders (i.e., Black, Hispanic, Asian American, and Pacific Islander).

Previous Work

- A web page dedicated to the LTC, its schedule, information, and available downloads updated each Fiscal Year (June 2025)
- Mariposa Transit Services Digital Advertising January 2025

Proposed Products

- Public Outreach mailings, published public notices, and notices on County website materials will be submitted with the Quarterly Deliverables
- Update Mariposa Transportation Planning Web Page (June 2026)
- Provide Caltrans with Public Information Materials Produced on a Quarterly Basis

Work Activities

1. The Public Outreach meeting, in the LTC Board Hearing Room in June of 2026, will invite the underserved populations, minority community groups and their leaders to participate and share their opinions, issues, and recommendations for how local and regional transportation affects them. We routinely reach out to Native American entities in our area to insure they are included in the Public Outreach process. The meeting will be documented and posted on the transportation planning website. (June 2026) – County Staff

2. In addition to our regular transit schedules we will advertise added shopping trips leading up to the holidays November – December and during the local farmers market season May – October – County Staff

3. Update all transit schedules and offerings for mailing and posting to County Websites. (July 2025, October 2025, January 2026, April 2026) – County Staff

Funding

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	$22,000
	TOTAL	$22,000

WORK ELEMENT 7
Maintenance of the Overall Work Program (OWP)

This work element will allow the development, monitoring, and maintenance of the Overall Work Program. The Overall Work Program lays the foundation for the current fiscal year Transportation Planning Activities. Included in the Work Element will be any necessary equipment and/or supplies needed to complete the required work activities.

Previous Work

- Overall Work Program FY 2024-2025
- Overall Work Program FY 2024-2025 Amendment I

Proposed Products

- Quarterly Progress Reports (Q1 – October 31, 2025, Q2 - January 31, 2026, Q3 – April 30, 2026, and Q4 - July 31, 2025)
- Formal and Administrative Amendments as needed (August 2025 – June 2026)
- OWP FY 2024-2025 Year End Closeout Package (August 30, 2025)
- Draft of FY 2026-2027 OWP Due to Caltrans for Review (March 1, 2026)
- LTC Board Item & Final Draft FY 2026-2027 OWP to Caltrans (May 2026)
- Final Approved/Adopted FY 2026-2027 OWP and fully executed OWPA (June 30, 2026)

Work Activities

1. Preparation of Q4 Report and FY 2024-2025 (July 2025) - County Staff
   Year End Closeout Package FY 2024-25 (August 2025) - County Staff
   Formal and/or Administrative Amendments (August 2025-May 2026) - County Staff

2. Preparation of Quarterly Reports and Invoices for FY 2025-26 Q1 – Q3 (October 2025, January 2026, & April 2026) – County Staff

3. Preparing the FY 2026-2027 Draft OWP, Caltrans approval, LTC adoption, and ongoing updates to the OWP FY 2025-2026- County Staff

4. Overall Work Program meetings with Caltrans Staff ongoing. – County Staff

Funding

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	$25,000
	TOTAL	$25,000

WORK ELEMENT 8
Mariposa Town Transit & Economic Development Initiative

The purpose of this element is to identify a new transit strategy in the Mariposa Town Planning Area (TPA), focused on improving parking availability and increasing public transit ridership. Major deliverables include recommendations for (1) improving existing parking and expanding parking inventory in the Town's commercial area, (2) increasing Yosemite Area Regional Transportation System use, and (3) enhancing the pedestrian experience in Mariposa's downtown corridor. These deliverables will help drive economic activity to a disadvantaged, low-income community, while reducing congestion, VMT, and GHG emissions.

The project is funded by the Sustainable Transportation Planning Grant program. The intent of the Sustainable Communities Grants is to encourage local and regional planning that supports state goals, implements Regional Transportation Plan Sustainable Communities Strategies, and to ultimately achieve the State's greenhouse gas reduction target of 40 and 80 percent below 1990 levels by 2030 and 2050, respectively. The final product is anticipated to be complete by June 2027.

Previous Work

1. Submitted Grant Proposal and Application (1/18/2024)
2. Received Notice of Conditional Grant Award (7/9/2024)
3. Advertise for and selection of Consulting Group (Q3 of 2025)

Overall Project Objectives

- Develop a set of recommendations over short-, medium-, and long-term time horizons for improving parking and pedestrian infrastructure in the Mariposa Town Planning Area to satisfy the everyday needs of residents and to encourage more visitors to park, visit Mariposa's small businesses, and take public transit.
- Provide diagrams and conceptual drawings for transit improvements, with a special focus on resilience-focused strategies (e.g. tree cover, installation of EV charging stations, and other green design techniques) to improve parking, bus stops, and pedestrian pathways.
- Consider and draft code amendments that can institute a sustainable fee structure or funding mechanism (e.g., an enhanced infrastructure financing district) to improve and maintain the County's parking and pedestrian infrastructure.
- Design signage and informational panels to make it easy and convenient for visitors to access local businesses and explore Mariposa.
- Ensure that this Initiative is community-centered and that the needs of Mariposa's underserved residents are fully incorporated into final recommendations (i.e. the process and the community dialogue are as important as the final product).

Summary of Project Tasks

Task 01: Project Administration

This task involves the writing of quarterly reports, drafting of meeting notes, invoicing, and the kick-off meeting with Caltrans.

Task Deliverables
Kick-off meeting with Caltrans, meeting notes, quarterly invoices, and progress reports

Task 02: Consultant Procurement

Mariposa County will procure a consultant, consistent with state and federal requirements, Local Assistance Procedures Manual for procuring non-Architectural and Engineering consultants, the Grant Application Guide, Regional Planning Handbook, and the executed grant contract between Caltrans and the grantee.

Potential expertise needed for a consultant team includes, but is not limited to, planning and conceptual design of parking and pedestrian infrastructure, regional transportation network analysis, active transportation planning, and innovative stakeholder engagement techniques.

Task Deliverables
Mariposa County's current procurement procedures, copy of the Request for Proposal, copy of the contract between consultant and the County, copies of all amendments to the consultant contract, meeting notes from project kick-off with consultant

Task 1: Define Planning Context

The selected consultant team's first task will be to analyze the relevant planning documents, studies, and other milestone documents related to multimodal transit in Mariposa. Understanding these prior planning efforts and their outcomes will allow the consultant team to define the planning context in which the Mariposa Town Transit & Economic Development Initiative will occur and set the stage for more informed and robust stakeholder engagement in future tasks.

The final document review list will be determined in coordination with the selected consultant team. Anticipated documents to review include:

- Mariposa County General Plan (2006)
- Mariposa County Bicycle and Pedestrian Plan (2011)
- The Mariposa Economic Vitality Strategy (2017)
- Mariposa County Transportation Center + Active Transportation Feasibility Study (2019)
- YARTS Strategic Plan (2021)
- Mariposa County Regional Transportation Plan (2023)
- Integrated Mobility & Housing Strategy (2023)
- Mariposa County Nonresidential Market Study (2023)

Task Deliverables
Planning context summary white paper

Task 2: Stakeholder Engagement Protocols & Convene Steering Committee

Mariposa County will convene a Town Transit Steering Committee with representatives from social services nonprofits, the county health department, downtown businesses, County Departments, and other stakeholders. The Steering Committee will meet once every two months during the planning process. Steering Committee members will sign a partnership agreement that outlines their involvement in the process, including roles and responsibilities, and meeting procedures.

Mariposa County is committed to implementing a community participation strategy that effectively includes segments of the community who traditionally do not participate in County planning efforts. Specific strategies for achieving this goal will be developed in coordination with the selected consultant team and the Town Transit Steering Committee to identify approaches and techniques that will be appropriate and effective in our unique community context. Anticipated baseline strategies will include multi-lingual outreach materials, opportunities for online engagement, and decentralized "meeting in a box" materials. During this task, these strategies will be fully documented and planned.

Task Deliverables
Formation documents and meeting notes from Town Transit Steering Committee, signed partnership agreement from Steering Committee members, schedule and detailed plan for stakeholder engagement focus groups

Task 3: Collect Preliminary Community Perspectives

With assistance from Mariposa County staff and the Town Transit Steering Committee, the consulting team will host a series of facilitated focus groups with strategic stakeholders to shape the inquiry and investigation into future tasks of the project. Participants in these dialogs will include targeted central stakeholders (e.g., downtown business owners and employees, transit professionals, tourism industry experts, and local residents) and will emphasize the needs and perspectives of disadvantaged community members.

A final roster of focus group participants will be determined in conjunction with the selected consultant team and will include central partners involved in the preliminary shaping of this project to date. These include:

- Yosemite Area Regional Transportation System (YARTS)
- Caltrans District 10 Staff
- Mariposa County Town Transit Steering Committee
- Southern Sierra Miwuk Nation
- Mariposa Special Parking District

- Alliance for Community Transformations
- Mariposa Arts Council and Mariposa County Creative Placemaking Committee
- Mariposa County Historic Sites & Records Preservation Commission
- County Departments

Task Deliverables
Meeting notes, meeting PowerPoint presentations, meeting attendance records (e.g., names, demographic information of attendees, groups represented, and number of focus groups).

Task 4: Summarizing Baseline Conditions

After defining the planning context and connecting with essential stakeholders to gain a qualitative understanding of the issues, the consultant team will collect these baseline conditions into a clear and compelling summary. This summary will describe the current and future need for improved parking and pedestrian infrastructure and increased YARTS ridership, functioning as a needs assessment, identifying benchmarks and performance measures by which to evaluate the recommendations developed in later project tasks. The format of the Baseline Conditions Summary will be determined in conjunction with the selected consultant team and will be incorporated into the final Mariposa Town Transit & Economic Development Initiative deliverable.

Task Deliverables
Written summary of baseline conditions; diagrams, maps, and infographics that visually display these baseline conditions; written analysis of discussions and conversations that occurred during the focus group meetings

Task 5: Draft Transit Improvements & Concepts

Having established benchmarks and performance measures for needed parking and pedestrian improvements and increased YARTS ridership in the prior phase, the consultant team will next propose a preliminary vision for how to accomplish these objectives. The team will develop a series of recommendations to (1) enhance parking infrastructure; (2) improve pedestrian pathways; and (3) increase YARTS ridership, respectively. Our partnership fully expects the ideas generated to be preliminary, and the materials are to be used to stimulate and structure community dialogue in subsequent project tasks. The consultant will provide diagrams and conceptual drawings, when appropriate, to allow the community to visualize each recommended transit improvement.

Task Deliverables
Draft preliminary recommendations; diagrams and conceptual drawings of preliminary recommendations and transit improvements

Task 6: Community Engagement – Draft Transit Improvements & Concepts

As mentioned, the County conceptualizes the recommendations from the previous task as preliminary, and as an opportunity to foster meaningful dialogue with the community. In this task, our partnership will apply innovative community engagement techniques to solicit feedback on the preliminary recommendations from a broad cross-section of the Mariposa community.

These engagement activities will occur on two scales: first, among the core stakeholder groups, and second, among the wider community at large. The format and structure of these engagement activities will vary depending on the scale of the intended audience and will correspond with the engagement protocols developed in conjunction with the selected consultant team during Task 2 of the project. During this Task, there will be a total of six stakeholder focus groups who will review the draft preliminary recommendations and transit improvements. Two of the stakeholders focus groups will include representatives of the Southern Sierra Miwuk Nation (SSMN) and Alliance for Community Transformations, respectively. Recognized by the California Native American Heritage Commission, the Miwuk Nation are the descendants of the SSMN people of Yosemite and Mariposa County. The Alliance is the largest social services agency in Mariposa County, offering services to underserved groups, including the homeless, foster youth, seniors, and more. Both the Alliance and SSMN will provide valuable input on how preliminary designs will impact underserved individuals in the community. After engaging the stakeholder groups, the County will convene at least three interactive hands-on workshops with the broader community. One of these workshops will be hosted at the Creekside Terrace Apartments, an affordable housing community. All workshops are anticipated to include:

- Input on how well the recommendations balance the needs of residents versus Yosemite-bound visitors.
- Prioritization of recommendations, especially related to parking and pedestrian improvements.
- Evaluation of how effectively the recommendations meet the needs of Mariposa's undeserved population.
- Consideration of the feasibility of the fee mechanism proposed to ensure long-term sustainability and maintenance for parking infrastructure.
- Examination of whether the recommendations fit Mariposa's rural context.

In order to ensure input is received from residents throughout the County (and not just in the project area), Mariposa County will also release an online survey. The survey will seek direct feedback on the preliminary recommendations and transit improvements. The survey will be promoted by the County's Public Information Officer through social media and via press release. It will be available for 30 days for public response.

The County is committed to centering the community in decision-making and project development and has several examples of recent successful community engagement in its planning efforts (e.g. Integrated Mobility and Housing Strategy and Mariposa Creek Parkway

Phase IV Plan). The Mariposa Town Transit & Economic Development Initiative will build upon these successes, ensuring the community shapes the final recommendations and deliverables of the project.

Task Deliverables
Community engagement materials and activities; summary of community input and feedback on draft transit improvements and concepts

Task 7: Draft Mariposa Town Transit & Economic Development Initiative

Having collected and summarized community input on the Draft Transit Improvements & Concepts in the prior phase, the consultant team with guidance from the Town Transit Steering Committee will further develop the concepts and recommendations into a full draft of the Mariposa Town Transit & Economic Development Initiative. This deliverable will incorporate the takeaways from the prior phase and will include:

- A timeline showing how the Initiative's recommendations should be implemented in the short- medium- and long-term, as well as a fund development strategy for making the transit improvements a reality.
- A recommendation for a sustainable fee structure or funding mechanism (e.g., an enhanced infrastructure financing district) to improve and maintain the County's parking and pedestrian infrastructure.
- Draft code amendments that will implement this new revenue source.
- Mock-ups of signage and informational panels to make it easy and convenient for visitors to access local businesses, identify parking areas, and see YARTS bus stops.
- Diagrams, visuals, and maps showing the Initiative's transit recommendations.
- A section detailing how the Initiative incorporates resilience-focused strategies into parking and pedestrian improvements.

The format of this initial draft will be determined in conjunction with the selected consultant team, but we anticipate it will also include conceptual cost estimates, project partners and key responsibilities, and considerations for permitting and environmental compliance.

Task Deliverables
Full Initial Draft of Mariposa Town Transit & Economic Development Initiative

Task 8: Community Engagement – Draft Mariposa Town Transit & Economic Development Initiative

In conjunction with Mariposa County and Town Transit Steering Committee, the consultant team will again implement the previously established stakeholder engagement protocols to receive

community input on the draft Mariposa Town Transit & Economic Development Initiative. As in earlier phases, the engagement activities will occur at multiple scales, and will be scheduled, structured, and implemented to encourage substantive participation from a wide range of stakeholders from throughout our disadvantaged community.

We anticipate that the activities, exercises, and techniques used here will be consistent with those developed for and implemented in Tasks 3 and 6. In particular, we anticipate a minimum of one meeting with each focus group convened in the previous phase, as well as additional key stakeholders as needed, regarding the draft Initiative. Furthermore, we anticipate a minimum of two interactive, hands-on workshops to engage the community at large on the draft. If necessary, community input will also be solicited electronically, through tools such as online surveys and workshop webinars.

Task Deliverables
Meeting notes, PowerPoint presentations, meeting attendance records (e.g. names, demographic information of attendees, groups represented, and number of focus groups).

Task 9: Release Draft of Mariposa Town Transit & Economic Development Initiative; LTC Hearings & Approval

Using the feedback collected during the previous phase, the consultant team will refine the draft from Task 9 and consolidate the materials produced in previous phases into a cohesive booklet, in both digital and physical formats. This will serve as the final draft Mariposa Town Transit & Economic Development Initiative that summarizes the key takeaways from each task and offers specific deliverables:

- The values and principles which informed the stakeholder engagement protocols, and the techniques used to facilitate community engagement throughout the project
- The baseline conditions that serve as the project's context, and the benchmarks and targets stemming from that context
- The methodology used to identify and ultimately prioritize specific pedestrian, parking, and YARTS-focused recommendations
- The final recommendations for parking, pedestrian, and bus transit improvements
- The outline of the next steps the County needs to take to implement the final recommendations.
- The final mock-ups of informational and wayfinding signage to direct more visitors to park, visit Mariposa businesses, and take the bus, as well as full drafted language for code amendments to Mariposa County's Special Parking District
- This final draft will be vetted by the Town Transit Steering Committee to ensure that the recommendations have the Committee's full approval and backing. It will then be presented to the Local Transportation Commission for approval in a public hearing. The final report will be an ADA-accessible document.

Task Deliverables
Full final draft of Mariposa Town Transit & Economic Development Initiative; Local Transportation Commission meeting minutes; resolution approval and adoption of the Initiative by the LTC

Funding

Funding Source	Work Performed by	SB1 SC* AMOUNT	Local Match (11.47%)	Budgeted Amount
Sustainable Communities	Planning, LTC and Consultants	$198,463	$25,713	$224,176
	TOTAL	$198,463	$25,713	$224,176

***Work Element 8 receives no funding from RPA.**

REFERENCES

See Overall Work Program (OWP) Guidance, Appendices, for Transportation Planning and Programming Requirements Regarding Tribal Governments. Guidance is included for the protocol for government-to-government relations with federally recognized tribes and for public outreach with the Native American population.

Guidelines:

California Transportation Commission (CTC), current California Regional Transportation Plan Guidelines; Executive Order 12898 (Environmental Justice); and Title VI of the Civil Rights Act.

The CTC approved the following requirement in the RTP Guidelines: "the MPO's and RTPA should include a discussion of consultation, coordination and communication with federally recognized Tribal Governments when the community is located within the boundary of an MPO/RTPA".

Regulations:

Title 23, Code of Federal Regulations (CFR), CFR 49, Chapter 1, Part 450 Subpart C, Sections 450.104, 450.202, 450.31(i), 450.324(f)(1), and 450.330(a.

Statutes:

Title 23, United States Code (U.S.C.), Chapter 1, Sections 134(h)(3)(B), 134(i)(5), and 101(a)(23); SAFETEA-LU Section 3005, Subsection 5303(i)(2)(B), Section 6001, subsection 134(i)(2)(B), and 6002.

MARIPOSA COUNTY

Board of Supervisors

Local Transportation Commission LTC 2025-016

MEETING: October 21, 2025

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve an Agreement with the California Department of Transportation (DOT), Division of Rail and Mass Transportation (DRMT), for Federal Transit Administration (FTA) Section 5311 Transit Funds; and Authorize the Executive Director of the Local Transportation Commission (LTC) to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with the California Department of Transportation (DOT), Division of Rail and Mass Transportation (DRMT), for Federal Transit Administration (FTA) Section 5311 Transit Funds; and Authorize the Executive Director of the Local Transportation Commission (LTC) to Sign the Agreement.

The State is requesting the Executive Director of the MCLTC sign the agreement and provide approval by the Local Transportation Commission (LTC).

DRMT notified MCLTC of the FFY 2024 Apportionment availability on September 8, 2024. Staff prepared and submitted a grant application requesting FTA Section 5311 Funds for Mariposa County Transit operating assistance.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On May 14, 2024, MCLTC approved applying for the FFY 24 FTA Section 5311 Apportionment with Resolution #LTC-2024-003.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Should the LTC decide not to approve signing the agreement, staff will not be able to request the Federal Apportionment Funding amount for Mariposa Transit.

FINANCIAL IMPACT

FTA Section 5311 Apportionment amount of $172,721 is a budgeted amount for Operating Expense used by Mariposa County Transit.

ATTACHMENTS

1. **FFY24 Regional Shares Full Apportionment 2024-04-08 - Final**
2. **Grant_Agreement_64BA24_02476 with Title**

VOTE RESULT

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

FTA Section 5311 Regional Shares of FFY 2024 Apportionment
Division of Rail and Mass Transportation
Grants Management Branch

D	County/Region	ID	Population (9)	FFY24 Apportionment
4	MTC		303,295	$ 2,302,495
3	SACOG		148,708	$ 1,128,830
10	Alpine	1	1,119	$ 48,000
10	Amador	2	46,118	$ 349,947
3	Butte	3	136,143	$ 1,033,436
10	Calaveras	4	50,990	$ 386,936
3	Colusa	5	27,483	$ 208,465
1	Del Norte	6	33,612	$ 254,998
3	El Dorado	7	100,322	$ 761,477
6	Fresno	8	293,930	$ 2,231,389
3	Glenn	9	34,561	$ 262,203
1	Humboldt	10	136,463	$ 1,035,866
11	Imperial	11	73,583	$ 558,466
9	Inyo	12	24,660	$ 187,032
6	Kern	13	279,893	$ 2,124,821
6	Kings	14	70,815	$ 537,452
1	Lake	15	73,807	$ 560,168
2	Lassen	16	38,374	$ 291,152
7	Los Angeles	17	81,521	$ 618,734
6	Madera	18	81,335	$ 617,319
10	Mariposa	19	22,775	$ 172,721
1	Mendocino	20	97,245	$ 738,115
10	Merced	21	107,937	$ 819,286
2	Modoc	22	14,344	$ 108,711
9	Mono	23	18,839	$ 142,838
5	Monterey	24	118,408	$ 898,787
3	Nevada	25	107,885	$ 818,896
12	Orange	26	10,175	$ -
3	Placer	27	101,499	$ 770,414
2	Plumas	28	25,434	$ 192,909
8	Riverside	29	188,713	$ 1,432,557
5	San Benito	30	69,853	$ 530,148
8	San Bernardino	31	260,605	$ 1,978,378
11	San Diego	32	140,082	$ 1,063,345
10	San Joaquin	33	88,363	$ 670,676
5	San Luis Obispo	34	103,213	$ 783,423
5	Santa Barbara	35	54,141	$ 410,858
5	Santa Cruz	36	38,045	$ 288,653
2	Shasta	37	71,026	$ 539,052
3	Sierra	38	3,236	$ 48,000
2	Siskiyou	39	49,720	$ 377,294
10	Stanislaus	40	92,312	$ 700,662
2	Tehama	41	71,473	$ 542,448
2	Trinity	42	21,756	$ 164,985
6	Tulare	43	161,311	$ 1,224,514
10	Tuolumne	44	61,264	$ 464,938
7	Ventura	45	77,582	$ 588,827
	TOTAL		4,212,850	$ 31,970,618

Date Prepared: April 8, 2024

Data Source: Infrastructure Investment and Jobs Act; 2020 Census Data workbook; FTA Table 9 for FFY24

Prepared by: Eloisa Gomez

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
STANDARD AGREEMENT (02/21/2020)
DOT-213A (REV 12/2019)

AGREEMENT NUMBER	AMENDMENT NUMBER
64BA24-02476	

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

   STATE AGENCY: CALIFORNIA DEPARTMENT OF TRANSPORTATION, DIVISION OF RAIL & MASS TRANSPORTATION

   CONTRACTOR: **Mariposa County**

2. The term of this Agreement is:

   FROM: **July 1, 2024** TO: **June 30, 2026**

3. The parties agree to comply with the terms and conditions of the following Exhibits, which are by this reference made a part of the Agreement.
   - Exhibit A - Project Summary and Scope of Work
   - Article I - Project Management and Payment Provisions
   - Article II - General Terms and Conditions
   - Article III - Special Terms and Conditions

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

CONTRACTOR		For Department of Transportation Use only
CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)* **Mariposa County**		
BY *(Authorized Signature in Blue ink)*	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING **Shannon Hansen, Executive Director – MCLTC**		
ADDRESS **4639 Ben Hur Road, Mariposa, CA 95338**		
STATE OF CALIFORNIA		
AGENCY NAME Department of Transportation, Division of Rail and Mass Transportation		
BY *(Authorized Signature in Blue ink)*	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING **WENDY KING, Chief, Office of Transit Grants and Contracts**		
ADDRESS 1120 N Street MS-39, Sacramento, CA 95814		

Item	Chapter	Statute	Appropriation	Fund	PEC	Project ID	Unit	Object	SFY
2660-102-0890(2)	**12**	**2023**	**24102F**	**0890**	**3010060**	**0025000123**	**5000**	**049**	**23/24**

Amount encumbered by this document:	**$172,721.00**
Prior amount encumbered for this contract:	**$0.00**
Total amount encumbered to date:	**$172,721.00**

SIGNATURE OF ACCOUNTING OFFICER *(Authorized Signature in Blue ink)*	DATE SIGNED

FAIN	FAIN Award Date	CFDA	FTA Section	Subrecipient Unique ID	Indirect Cost Rate	De Minimus
CA-2025-276	**9/2/2025**	**20.509**	**Section 5311**	**PNG4LUYEKK53**	**N/A**	**N/A**

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

EXHIBIT A - PROJECT SUMMARY AND SCOPE OF WORK

1. Project Description and Schedule:

Funding Program: Section 5311

Hours when PROJECT shall operate: *Start Time:* 8:30 a.m. *End Time* 4:00 p.m.

Days/Dates when PROJECT shall operate: Monday - Friday

Location where Service shall be offered: Mariposa, Madera, and Tuolumne Counties

Detailed Description of Work:
Operating Assistance Sliding Scale

Contract Projects: ALI Code	A Federal $	B State $	C Local $	A + B + C Line Item Total $	Toll Credits
300902	$172,721	$0	$172,721	$345,442	$0

** The standard Federal Share and Local Matching Fund requirements are listed below. The Federal Share and Local Matching Fund requirements may vary from the amounts shown if Toll Credits in lieu of Local Share have been approved in advance by the Grant Administrator and are awarded by the Program Manager. When Toll Credits are awarded, the Effective Federal Share percentage must be calculated by dividing the Federal $ by Line Item Total $.*

FTA Program	*Operating Projects*	*All Other Projects*
5311/5311(f)	*55.33% Federal / 44.67% Match*	*88.53% Federal / 11.47% Match*
5310	*50.00% Federal / 50.00% Match*	*80.00% Federal / 20.00% Match*
5339	*N/A*	*85.00% Federal / 15.00% Match*
CMAQ	*88.53% Federal / 11.47% Match*	*88.53% Federal / 11.47% Match*

Performance Period (when expenses may be incurred) and Other Key Project Dates:

Performance Period Start	7/1/2024
Performance End	6/30/2026
Last Date to Amend	5/30/2026
Final Invoice Due	7/30/2026

Caltrans Project Contact:

Contact Name	Email Address	Phone Number
Tricia Shortridge	tricia.shortridge@dot.ca.gov	(916) 956-8630

2. Transportation Services Category: The Project is in the Transportation Services Category marked "X" below. The parties agree that the provisions of that portion of Article I Section 27 that is correspondingly-lettered to the subsection marked "X" below shall apply to this Agreement.

   [X] A. Operating Assistance (5310, 5311, 5311(f))

   [ ] B. Preventive Maintenance (5311, 5311(f))

   [ ] C. Planning (5311, 5311(f))

   [ ] D. Capital Project (Vehicle/Equipment) (5310)

   [ ] E. Capital Project (Vehicle/Equipment) (5311, 5311(f), CMAQ, 5339)

   [ ] F. Capital Project (Real Estate Acquisition/Construction) (5311, 5311(f), 5339)

   [ ] G. Mobility Management (5310)

   [ ] H. Transfer of Used Vehicle/Equipment (5310)

   [ ] I. Transfer of Used Vehicle/Equipment (5311, 5311(f), 5339)

3. Special Warranty Conditions: If the following statement is marked "X" below, the Project is subject to 49 USC Section 5333(b) Special Warranty, which is applicable to 5311, 5311(f), 5339 and Congestion Mitigation and Air Quality (CMAQ) Programs. If the Project is subject to the Special Warranty, the parties agree that this Agreement shall be subject to the provisions of Exhibit A Section 4, which bears the heading name 49 USC Section 5333(b) Special Warranty for 5311, 5311(f), CMAQ and 5339 Programs.

   [X] Project is subject to 49 USC Section 5333(b) Special Warranty.

4. 49 USC SECTION 5333(b) SPECIAL WARRANTY FOR 5311, 5311(f), CMAQ AND 5339 PROGRAMS

A. This PROJECT is subject to 49 USC Section 5333(b) (formerly Section 13(c)) "Documentation and Agreement by Subrecipient to Terms and Conditions of 49 USC Section 5333(b) Special Warranty" (Special Warranty).

B. Name and Address of Subrecipient:
Agency Name: Mariposa County
Agency Address: 4639 Ben Hur Road
Mariposa, CA 95338

C. PROJECT Description:
300902

D. County and Service Area of PROJECT:
Madera, Mariposa, and Tuolumne Counties

E. List of all current operators of public transportation (including CONTRACTOR) and corresponding labor organizations (if applicable) representing the employees of the providers in the above service area that are eligible or potentially eligible recipients of federal 5311, 5311(f), CMAQ or 5339 Program funding assistance even if they are not currently recipients, human service agency providers that provide transportation to the general public, and taxi operators providing shared-ride transportation on a regular and continuing basis:

Public Transportation Operators	Labor Organizations (or N/A)
NA	Service Employees International Union (SEIU)

F. The Special Warranty may refer to the CONTRACTOR as a subrecipient (Subrecipient).

G. Because the PROJECT(s) is subject to the Special Warranty, the terms of the United States Department of Labor Nonunion Protective Arrangement (USDOL Nonunion Protective Arrangement), are applicable. The Subrecipient shall be fully knowledgeable of the terms and conditions of the Special Warranty and the USDOL Nonunion Protective Arrangement and agrees to comply with those same terms and conditions for the duration of the PROJECT. The text of the USDOL Nonunion Protective Arrangement is available from the United States Department of Labor. Furthermore, these terms and conditions will be a part of any and all agreements and contracts between or among the Federal Government, the State of California, and the Subrecipient, entered into with respect to the subject PROJECT.

H. For the purposes of the Special Warranty for the 5311, 5311(f), CMAQ and 5339 Programs, the State of California is neither the legally nor financially responsible party under the Special Warranty, and the State assumes no special obligations under the Special Warranty that are not otherwise part of its normal obligations as a grant administering agency.

ARTICLE I
PROJECT MANAGEMENT AND PAYMENT PROVISIONS

1. The Governor of the State of California has designated the California Department of Transportation (Caltrans) Division of Rail and Mass Transportation (DRMT) as the sole agency to be the Recipient of Federal Transit Administration (FTA) grant programs that are described below. The FTA receives its authority from Chapter 53 of Title 49 of the United States Code (USC).
2. The following terms, when appearing in all capitals within this Agreement, are defined as follows.
    A. AGREEMENT: This Agreement, including all of its Articles, Exhibits and incorporated references, as executed by the parties signing the Agreement.
    B. APPLICATION: The Application for federal assistance filed by the Contractor as a prerequisite to receive the funding awarded under this Agreement. The Application is kept on file by Caltrans DRMT and is hereby incorporated into this Agreement.
    C. CONTRACTOR: The local agency that is party to this Agreement, and may be referred to as a Subrecipient, and that has been granted Federal Transit Administration funds by Caltrans DRMT for the purposes of carrying out the Project described in this Agreement. In certain circumstances, the Contractor may be referred to as an Awarding Agency.
    D. PROJECT: Transportation services, as marked in Exhibit A and further described in Article I, which are performed by the Contractor and funded by FTA grant funds under the terms of this Agreement.
    E. STATE: The State of California's Department of Transportation, Division of Rail and Mass Transportation, a governmental subdivision of the State of California.
    F. SUBCONTRACTOR: A third-party subrecipient or subawardee that performs work related to this Project for the Contractor. Federally-required clauses in this Agreement that apply to the Contractor also apply to subrecipients and/or subawardees of the Contractor. In some cases, the clause must appear verbatim in the document governing the subaward. A Subcontractor is subject to all federal requirements that apply to the Contractor.
3. The STATE participates in a number of federal programs, which include the following programs, which are identified in 49 USC Chapter 53.
    A. FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities (5310 Program). The 5310 Program is discretionary, providing grant funding for the provision of transportation services meeting the special needs of seniors and/or persons with disabilities for whom mass transportation services are otherwise unavailable, insufficient, or inappropriate. Eligible applicants are private nonprofit corporations, private for-profit corporations and public agencies. Applications are scored and prioritized for funding. The terms and conditions in FTA Circular 9070.1G "Enhanced Mobility of Seniors and Individuals with Disabilities Program Guidance and Application Instructions", dated July 7, 2014, (5310 Circular) and any later revision thereto, are expressly incorporated herein for any project funded by the 5310 Program.
    B. FTA Section 5311 Formula Grants for Rural Areas (5311 Program). The 5311 Program funds projects in rural areas for the purposes of planning, public transportation capital projects, operating costs, job access reverse commute projects, and/or the acquisition of public transportation service. Available funds are determined based on an FTA formula that includes population and transit service miles. Eligible subrecipients may include states and local governmental authorities, nonprofit organizations, tribal governments, and operators of public transportation or intercity bus service that receive FTA grant funds indirectly through a Recipient. Intercity bus projects are funded from a subprogram of the 5311 Program. The 5311(f) Subprogram is discretionary, with applications scored and prioritized for funding. Private for-profit operators of transit services or intercity bus services may participate in the 5311(f) Subprogram as third-party contractors for Recipients or as Subrecipients. The terms and conditions in FTA Circular 9040.1G "Formula Grants for Rural Areas: Program Guidance and Application Instructions", dated November 24, 2014, (5311 Circular) and any later revision thereto are expressly incorporated herein for any project funded by the 5311 Program or the 5311(f) Subprogram. Unless stated otherwise in this AGREEMENT, any reference herein to the 5311 Program applies to the 5311(f) Subprogram.
    C. Congestion Mitigation and Air Quality Program (CMAQ Program). CMAQ Program funds that are transferred from the Federal Highway Administration (FHWA) to FTA to use for transit projects are subject to the program requirements that are applicable to the Section 5311 program. Prior to project selection and programming, projects eligible for funding from the CMAQ Program must meet certain criteria set by FHWA. Refer to FHWA's Interim Program Guidance, dated November 12, 2013, (CMAQ Circular), which is available at the following website:

https://www.fhwa.dot.gov/environment/air_quality/cmaq/policy_and_guidance/2013_guidance/cmaq2013.pdf.

D. FTA Section 5339 Bus and Bus Facilities Program (5339 Program). The purpose of the 5339 Program is to provide funding to eligible agencies for the purchase of capital bus and bus-related projects that support the continuation and expansion of public transportation services. Funding is discretionary and applications are scored to determine funding priority. Eligible subrecipients include public agencies or private nonprofit organizations engaged in public transportation, including those providing services open to a segment of the general public, as defined by age, disability, or low income. The terms and conditions in FTA Circular 5100.1 "Bus and Bus Facilities Formula Program: Guidance and Application Instructions, dated May 18, 2015, (5339 Circular) and any later revision thereto are expressly incorporated herein for any project funded by the 5339 Program.

4. This AGREEMENT is subject to the Fixing America's Surface Transportation Act (FAST Act) (Federal Transportation Funding Law) (https://www.transit.dot.gov/FAST).
5. This AGREEMENT is governed by numerous policies and guidance documents issued by the United States Department of Transportation (USDOT) and FTA. The CONTRACTOR agrees to comply with all federal agreements and policy guidance related to the programs, including, but not limited to, the following:
   A. USDOT Master Agreement (26), dated October 1, 2019, (USDOT Master Agreement) and any later revision thereto.
   B. FTA Circular 4220.1F, "Third-Party Contracting Guidance," November 1, 2008, as revised through March 18, 2013, (Third-Party Contracting Circular) and any later revision thereto.
   C. FTA Circular 4702.1B "Title VI Requirements and Guidelines for Federal Transit Administration Recipients" dated October 1, 2012, (Title VI Circular) and any later revision thereto.
   D. FTA Circular 5010.1E, "Award Management Requirements" dated March 21, 2017, as revised through July 16, 2018, (Award Management Circular) and any later revision thereto.
   E. "FTA Project and Construction Management Guidelines" published March 2016, (Project and Construction Management Guidelines), an advisory handbook published by USDOT.
   F. Fiscal Year 2020 Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements dated October 1, 2019.
6. This AGREEMENT is governed by the Caltrans State Management Plan (SMP), dated June 2019, which is available at the Caltrans DRMT website (https://dot.ca.gov/programs/rail-and-mass-transportation/state-management-plan).
7. The CONTRACTOR has been designated by the STATE as an eligible applicant under 49 USC Chapter 53 Section 5310, 5311, or 5339. The CONTRACTOR is proposing transportation services (hereafter called the PROJECT) that are eligible for assistance under the applicable Section of 49 USC Chapter 53.
8. The CONTRACTOR's APPLICATION for a grant under 49 USC Chapter 53 has been certified to the FTA by the STATE as having met all the statutory and administrative requirements for project approval. The purpose of this AGREEMENT is to implement the approved PROJECT.
9. The CONTRACTOR's scope of work shall be as described in Exhibit A of this AGREEMENT and the APPLICATION for federal assistance, which is on file with the STATE and which is hereby expressly incorporated into this AGREEMENT.
10. The CONTRACTOR agrees to provide transportation services that meet the specific requirements and intent of the applicable Program described in 49 USC Chapter 53, which is providing the funding for this PROJECT and with the APPLICATION.
11. The CONTRACTOR agrees to complete the defined PROJECT described in the APPLICATION, which adopts all of the terms and conditions of this AGREEMENT.
12. The CONTRACTOR assures and certifies that private for-profit transit operators have been afforded a fair and timely opportunity to participate to the maximum extent feasible in the planning and provision of the proposed transportation services.
13. Transportation services under this AGREEMENT shall be provided for a minimum of 20 hours per week.
14. It is the parties' intention that grant funds will be available for timely expenditure, commencing with the State fiscal year when this AGREEMENT is executed. In the event that funds are not appropriated for the purpose of this AGREEMENT in an amount sufficient to allow the encumbrance of grant funds in accordance with this section, the parties agree that this AGREEMENT will terminate at the end of the State fiscal year for which funds have been encumbered. The CONTRACTOR's obligations under this AGREEMENT shall remain in effect until the PROJECT is completed under the terms of this AGREEMENT. Upon closeout of this AGREEMENT, any unreimbursed funds will revert as described in Article I and no further invoices shall be paid to CONTRACTOR.
15. Any 5311 Program funds, exclusive of 5311(f) Program funds, awarded for the PROJECT cannot be carried over more

than one (1) year by the CONTRACTOR.

16. Invoices shall be submitted no more frequently than once per month for the PROJECT.
17. Invoices shall be submitted through the STATE's current Electronic Grants Management (EGM) system. At the time of this AGREEMENT, the STATE's designated EGM system was BlackCat Transit, its successors or assigns. This reference to the EGM System extends to any other replacement system the STATE may designate.
18. The full PROJECT invoice, showing both Federal Share and Local Share, shall be submitted by CONTRACTOR to the STATE for review and approval prior to payment. The STATE verifies PROJECT costs and payments made to ensure that funding shares are reported accurately for the Federal Financial Report (SF-425) that the STATE must file pursuant to the award of federal grants.
19. Invoices shall meet all the requirements of this AGREEMENT and be itemized in a manner consistent with the budget for the PROJECT as found in the APPLICATION. Appropriate backup documentation to support all PROJECT costs to be reimbursed shall be included. Appropriate documents may include, but are not limited to, purchase orders, signed invoices for materials, supplies and equipment, and for travel describing the purpose of travel as it pertains to the PROJECT, classifications of employees performing PROJECT work, hourly rates, and identification of work to be reimbursed for the payment period, indirect costs (only if permitted by the STATE under Article I), and subcontractor costs itemized similarly to those of the CONTRACTOR. CONTRACTOR's certification that goods or services purchased have been received and accepted shall accompany the invoice. Proof of payment made to the vendor or a copy of the method of payment must be submitted by the CONTRACTOR. Proof of payment includes bank statements or cancelled checks showing check number and "Paid in Full" or CONTRACTOR accounting records showing the transaction.
20. The CONTRACTOR's invoices and the vendor's invoices shall be consistent internally and with any purchase order applicable to the PROJECT and shall include a breakdown of equipment unit costs, sales tax, registration fees, and any other items procured with said purchase orders, including items and costs not reimbursable under this PROJECT and any items not subject to sales tax. The latter includes "items and materials when used to modify a vehicle for physically handicapped persons" that are exempt from sales tax under California Revenue and Taxation Code Section 6369.4.
21. Only work performed or goods or services that are received during the Performance Period dates in Exhibit A are eligible for reimbursement. Invoices shall show dates when work was performed or goods or services were received.
22. Eligibility for reimbursement of costs for the PROJECT shall be determined as follows.
    A. For Public Agencies and Commercial Organizations, the net PROJECT cost and allowable individual items of PROJECT cost shall be determined in conformance with Code of Federal Regulations (CFR) 48, Federal Acquisition Regulations (FAR) Chapter 1 Part 31 "Contract Cost Principles and Procedures", 2 CFR Part 225 (formerly Office of Management and Budgets (OMB) Circular A-87) "Cost Principles for State, Local, and Indian Tribal Governments", FAR Chapter 1 Subpart 31.2, "Contracts with Commercial Organizations," and other applicable regulations, circulars, or memoranda that may be issued by FTA and with the SMP.
    B. For Non-Profit Agencies, the net PROJECT cost and eligibility of individual items of PROJECT cost shall be determined in conformance with CFR Part 48, FAR Chapter 1 Part 31, 2 CFR Part 230 (formerly OMB Circular A-122) "Cost Principles for Non-Profit Organizations", and other applicable regulations, circulars, or memoranda that may be issued by the FTA and with the SMP.
23. Direct and Indirect Costs.
    A. The CONTRACTOR shall comply with 2 CFR Part 225 or 2 CFR Part 230 (as determined in Article I. Section 18) and certifies that all direct costs (and indirect costs, if permitted by STATE) billed are allowable. All direct costs, even for PROJECT administration activities, must be adequately supported with proper documentation.
    B. For Public Agencies only, in all programs except the 5310 Program, indirect costs may be approved for reimbursement at the discretion of the STATE and Program Manager. If allowed, indirect costs must be supported by an approved Cost Allocation Plan (CAP) and/or Indirect Cost Rate Proposal (ICRP). The CONTRACTOR shall obtain approval of the CONTRACTOR's CAP from the STATE's Independent Office of Audits and Investigations prior to submitting any invoices for reimbursement for the PROJECT. Indirect charges incurred prior to STATE's approval of the CAP or ICRP are not an allowable expense.
    C. Under no circumstances are indirect costs an allowable expense for a 5310 Program Project.
24. Payment for services satisfactorily provided, work satisfactorily performed or goods received under this AGREEMENT shall be made on a reimbursement basis and in arrears only for actual eligible costs.
25. Incomplete or disputed invoices shall be returned unpaid to the CONTRACTOR for correction. Corrected invoices must be resubmitted to STATE prior to the payment of the invoice.
26. Upon STATE's review and acceptance of an undisputed invoice by the STATE, the STATE agrees to reimburse the

CONTRACTOR for eligible costs. Reimbursement will be made at the rate of Federal Share percentage shown in Exhibit A, up to the total amount of Federal Share. The Federal Share percentage may vary if the STATE has authorized the use of Transportation Development (Toll) Credits in lieu of required matching Local Share as described in Exhibit A.

27. Final invoice shall be submitted to the STATE as stipulated in Exhibit A. If a Final Invoice Date is not specified in Exhibit A, a final invoice shall be submitted no later than ninety (90) days after the expiration of this AGREEMENT.
28. Project Closeout.
    A. For all programs, any remaining balance/cost savings shall be returned to STATE for redistribution or reallocation. The redistribution or reallocation shall be in conformance with the following conditions:
        1. Rules of the program as described in the SMP, except that savings attributable to a project in the 5311 Program may be redistributed or reallocated in either the 5311 Program or the 5311(f) Subprogram;
        2. The federal apportionment which was utilized to fund the PROJECT;
        3. Consistent with the requirements of the federal grant which obligated the funds;
        4. In compliance with all Federal Transportation Improvement Plan (FSTIP) requirements.
    B. Upon successful completion of the PROJECT or upon termination of this AGREEMENT by the STATE, the parties shall determine the amount of compensation, if any, to be repaid by the CONTRACTOR to STATE in order to avoid any STATE liability to FTA due to payments erroneously made to the CONTRACTOR in excess of the total PROJECT amount eligible for Federal reimbursement.
29. The CONTRACTOR's scope of work shall be as described in Exhibit A of this AGREEMENT and the CONTRACTOR's application for federal assistance.
30. The CONTRACTOR agrees to perform this PROJECT in accordance with all of the terms and conditions of this AGREEMENT and the APPLICATION pertaining to this PROJECT.
31. The parties agree that only the following subsection of Article I Section 31 that matches the correspondingly-lettered subsection marked with an "X" in Exhibit A Section 2 Transportation Services Category shall apply to this AGREEMENT.

A. **Operating Assistance (5310, 5311, 5311(f))**

1. Operating Assistance costs eligible for reimbursement under this AGREEMENT are costs directly related to system operations and may include fuel, oil, salaries and fringe benefits for drivers, dispatchers, maintenance employees, mechanics and administrative staff whose duties are directly related to this PROJECT, and licenses.

2. The CONTRACTOR's geographic area that will be served by the transportation program shall be as described in Exhibit A of this AGREEMENT and the APPLICATION.

3. The PROJECT period for which transit operational expenses are eligible for reimbursement under this AGREEMENT is the Performance Period as specified in Exhibit A.

4. Subcontracts for third-party services, including Third-Party Operating, are considered Local Procurements. As such, any subcontract or subaward contemplated by CONTRACTOR must be reviewed and approved by the STATE prior to the CONTRACTOR beginning any procurement-related activities including, but not limited to, award, renewal or amendment.

5. Whenever a CONTRACTOR conducts a Local Procurement, the following provisions are applicable.
   a. CONTRACTOR shall request and obtain the STATE's written approval of the procurement prior to ordering a vehicle or other equipment. The request shall be made in accordance with procedures promulgated by the STATE and on forms provided by the STATE.
   b. If the Local Procurement is deemed to be in full compliance with federal requirements, the STATE shall issue written approval of the Local Procurement to the CONTRACTOR.
   c. Reimbursement requests from the CONTRACTOR for the Federal Share will be accepted and paid after the vehicle or other equipment has been received by the CONTRACTOR.
   d. All reimbursement requests shall be submitted to the STATE through its EGM system.
   e. Any such Local Procurement shall:
      i. Be consistent with the approved bid award listed in Exhibit A of this AGREEMENT.
      ii. Be consistent with the documentation submitted by the CONTRACTOR with its request for review of the Local Procurement by the STATE.
      iii. Include a reference to the STATE's contract number assigned to this AGREEMENT.
6. If the PROJECT is funded by the 5310 Program and includes capital costs of contracting, allowable expenses may include depreciation and interest on facilities and equipment, as well as other capital costs such as preventive maintenance. Under the capital cost of contracting, only privately-owned assets are eligible. Any capital assets that have any remaining federal interest in them, or items purchased with state or local government assistance shall not be capitalized, nor shall costs incurred delivering services ineligible for FTA assistance, such as charter or school bus service. Detailed information regarding the capital cost of contracting is available in the 5310 Circular.

B. Preventive Maintenance (5311, 5311(f))

1. Preventive Maintenance activities consist of routine revenue and non-revenue vehicle inspection and maintenance for bus operations including: inspecting revenue vehicle components on a scheduled preventive maintenance basis (e.g., engine and transmission, fuel system, ignition system, chassis, body-exterior and interior, electrical system, lubrication system, trolleys, pantographs and third rail shoes, trucks, braking system, air-conditioning system); performing minor repairs to the above-listed revenue vehicle components; changing lubrication fluids; replacing minor repairable units of the above-listed revenue vehicle components; making road calls to service revenue vehicle breakdowns; towing and shifting revenue vehicles to maintenance facilities; rebuilding and overhauling repairable components; performing major repairs on revenue vehicles on a scheduled or unscheduled basis.

2. For the purpose of carrying out the PROJECT, the labor, associated administrative, and incidental costs pursuant to this AGREEMENT shall not exceed the estimated cost specified in Exhibit A.

3. The PROJECT Period for which Preventive Maintenance expenses are eligible for reimbursement under this AGREEMENT is the Performance Period as specified in Exhibit A.

4. The request(s) for reimbursement shall certify that the CONTRACTOR has paid wages and salaries and shall list the various salary and other accounts to which the grant funds will be applied. Upon receipt of these invoices, the STATE shall reimburse the CONTRACTOR up to the percentage of total PROJECT costs as specified in Exhibit A, but not to exceed the amount encumbered in this AGREEMENT.

5. The STATE's obligations to compensate the CONTRACTOR under the terms of this AGREEMENT shall terminate upon payments of the CONTRACTOR's invoice(s) for the FTA allowable activities, supplies, materials, wages, salaries, and services required to preserve or extend the functionality and serviceability of the asset in a cost-effective manner.

6. Subcontracts for third-party services, including Preventive Maintenance, are considered Local Procurements. As such, any subcontract or subaward contemplated by CONTRACTOR must be reviewed and approved by the STATE prior to the CONTRACTOR beginning any procurement-related activities including, but not limited to, award, renewal or amendment.

7. Whenever a CONTRACTOR conducts a Local Procurement, the following provisions are applicable.
   a. CONTRACTOR shall request and obtain the STATE's written approval of the procurement prior to executing a contract pursuant to this PROJECT with a third party. The request shall be made in accordance with procedures promulgated by the STATE and on forms provided by the STATE. If the Local Procurement is deemed to be in full compliance with federal requirements, the STATE shall issue written approval of the Local Procurement to the CONTRACTOR.
   b. Reimbursement requests from the CONTRACTOR for the Federal Share will be accepted and paid after the vehicle or other equipment has been received by the CONTRACTOR.
   c. All reimbursement requests shall be submitted to the STATE through its EGM system.
   d. Any such Local Procurement shall:
      i. Be consistent with the approved bid award listed in Exhibit A of this AGREEMENT.
      ii. Be consistent with the documentation submitted by the CONTRACTOR with its request for review of the Local Procurement by the STATE.
      iii. Include a reference to the STATE's contract number assigned to this AGREEMENT.

C. **Planning (5311, 5311(f))**

1. Planning activities must be directed specifically at the needs of rural areas in the state and be included in the Planning Work Program. Eligible activities support efforts to:

2. Develop transportation plans and programs,

3. Plan, engineer, design and evaluate a public transportation project, and

4. Conduct technical studies relating to public transportation.

5. The Period for which PROJECT expenses are eligible for reimbursement under this AGREEMENT is the Performance Period as specified in Exhibit A.

6. Subcontracts for third-party services, including Planning, are considered Local Procurements As such, any subcontract or subaward contemplated by CONTRACTOR must be reviewed and approved by the STATE prior to the CONTRACTOR beginning any procurement-related activities including, but not limited to, award, renewal or amendment.

7. Whenever a CONTRACTOR conducts a Local Procurement, the following provisions are applicable.
   a. CONTRACTOR shall request and obtain the STATE's written approval of the procurement prior to executing a contract pursuant to this PROJECT with a third party. The request shall be made in accordance with procedures promulgated by the STATE and on forms provided by the STATE.
   b. If the Local Procurement is deemed to be in full compliance with federal requirements, the STATE shall issue written approval of the Local Procurement to the CONTRACTOR.
   c. Reimbursement requests from the CONTRACTOR for the Federal Share will be accepted and paid after the vehicle or other equipment has been received by the CONTRACTOR.
   d. All reimbursement requests shall be submitted to the STATE through its EGM system.
   e. Any such Local Procurement shall:
      i. Be consistent with the approved bid award listed in Exhibit A of this AGREEMENT.
      ii. Be consistent with the documentation submitted by the CONTRACTOR with its request for review of the Local Procurement by the STATE.
      iii. Include a reference to the STATE's contract number assigned to this AGREEMENT.

D. **Capital Project (Vehicle/Equipment) (5310)**

1. Maximum vehicle funding limits shall be set by the STATE and shall apply to nonprofit and public agencies without prejudice. Purchase order requirements are further detailed in Article III. The Federal Share for all vehicle procurements shall be as shown in Exhibit A.

2. The Period for which PROJECT expenses are eligible for reimbursement under this AGREEMENT is the Performance Period as specified in Exhibit A.

3. The CONTRACTOR agrees to operate the equipment funded and made available through the PROJECT within the service area as described in Exhibit A.

4. This is a new PROJECT for equipment or new vehicles (not designated as "used" by Federal Trade Commission Agency 16 CFR Part 455.1(d)(2) as well as California Vehicle Code Section 100-680).

5. Public Agencies may purchase Vehicles using any one of the following three methods.
   a. CONTRACTOR may request that the STATE purchase the PROJECT vehicle on its behalf, in which case the provisions regarding deposit of Local Share in paragraph 12 below shall apply.
   b. CONTRACTOR may purchase vehicles directly from a State-approved Contract.
   c. CONTRACTOR may purchase vehicles through its own procurement procedures. CONTRACTOR must obtain prior written authorization from the STATE when utilizing its own procurement procedures. Authorization shall be requested in accordance with the STATE's designated procedures.

6. Nonprofit Agencies may purchase Vehicles using either of the following two methods.
   a. CONTRACTOR may request that the STATE purchase the PROJECT vehicle on its behalf, in which case the provisions regarding deposit of Local Share in paragraph 12 below shall apply.
   b. CONTRACTOR may purchase vehicles through its own procurement procedures. Nonprofit Agencies that procure vehicles in this way must receive prior written authorization from the STATE.

7. Any Vehicle(s) purchased by the STATE for a Nonprofit Agency, shall be from a STATE-approved Contract.

8. The following provisions regarding Local Share apply to any CONTRACTOR, whether a Public Agency or a Non-Profit Agency, for whom the STATE is purchasing a vehicle or other equipment.
   a. Unless Transportation Development (Toll) Credits in lieu of Local Share have been authorized by the STATE, CONTRACTOR shall deposit the Local Share amount and any amount designated as Additional Local Share in Exhibit A into an escrow account at the financial institution designated by the STATE for this purpose. No further billing or payment is required of the CONTRACTOR.
   b. The escrow deposit shall be made within 90 days after execution of this AGREEMENT by the STATE or 90 days following notification by the STATE of the necessity of an escrow deposit. Detailed instructions for making this deposit will be provided to the CONTRACTOR by the STATE.
   c. Vehicles or other equipment shall not be procured by the STATE, on behalf of the CONTRACTOR, until the deposit of the CONTRACTOR's Local Share into escrow has been verified by the STATE.
   d. In the event a balance due is owed to the CONTRACTOR for any unused portion of the Local Share, the CONTRACTOR shall request a refund from Caltrans in writing. Caltrans will initiate the refund process with the designated financial institution.
   e. Per the 5310 Program Circular, the Local Share may be derived from Federal programs that are eligible to be expended for transportation from programs other than USDOT programs except for funds from USDOT Federal Lands Highway Program.

9. The CONTRACTOR shall be responsible for 100% of all costs which exceed the approved Federal Share amount specified in Exhibit A. In no event shall the STATE be obligated to contribute STATE funds toward the cost of the PROJECT.

10. Timely Commencement of Local Procurement Activities. After receiving written approval from the STATE, CONTRACTOR shall initiate Local Procurement in a timely manner. For a Vehicle purchase, CONTRACTOR shall conduct the procurement in accordance with the schedule currently on file with the STATE and approved by the Program Manager. For the purchase of Other Equipment, CONTRACTOR shall purchase approved PROJECT equipment within three months of AGREEMENT execution. If the purchase is for on-board equipment for a new Vehicle, the purchase shall be made within three (3) months of Vehicle acceptance. If the equipment is not purchased within the designated timeframe, the CONTRACTOR may be subject to contract termination provisions described in Article II.

11. Required Documents for Reimbursement. Upon receipt of complete documentation for the procurement and of the DBE Actual Payment Form, the STATE will reimburse the CONTRACTOR for the Federal Share in arrears.

12. Evidence of Insurance. Before delivery of a vehicle(s) to the CONTRACTOR, the CONTRACTOR shall furnish to the STATE a certificate of insurance issued by a company licensed to write such insurance in California. Evidence of insurance shall also be provided to the STATE annually before the expiration date of the certificate. At any time that such evidence of insurance has not been provided, the STATE shall have the immediate right to take possession of the PROJECT equipment and to enter the property of the CONTRACTOR for this purpose.

13. The STATE holds a lien interest in the PROJECT until the end of the PROJECT's Useful Life as shown in Article II is reached and the STATE has received and approved a request from the CONTRACTOR to release its interest in the PROJECT. The STATE's lien interest shall survive this AGREEMENT and the CONTRACTOR shall be responsible for using the PROJECT in compliance with state, federal and applicable Program requirements stated herein, including reporting, until the STATE affirmatively releases its lien interest. The STATE's release of its lien may be conducted in the STATE's EGM system.

E. **Capital Project (Vehicle/Equipment) (5311, 5311(f), 5339, CMAQ)**

1. New PROJECTs for equipment or new vehicles shall not designated as "used" by Federal Trade Commission Agency 16 CFR Part 455.1(d)(2) or California Vehicle Code Section 100-680.

2. CONTRACTOR agrees to operate the equipment funded and made available through the PROJECT within the service area as described in Exhibit A and the APPLICATION.

3. The STATE's obligations to compensate the CONTRACTOR under the terms of this AGREEMENT shall terminate upon the STATE's reimbursement of CONTRACTOR's invoice(s) for FTA-allowable portions of PROJECT costs. Reimbursements will only be allowed after execution of this AGREEMENT.

4. The STATE holds a lien interest in the PROJECT until the end of the PROJECT's Useful Life as shown in Article II is reached and the STATE has received and approved a request from the CONTRACTOR to release its interest in the PROJECT. The STATE's lien interest shall survive this AGREEMENT and the CONTRACTOR shall be responsible for using the PROJECT in compliance with state, federal and applicable Program requirements stated herein, including reporting, until the STATE affirmatively releases its lien interest. The STATE's release of its lien may be conducted in the STATE's EGM system.

5. Public Agencies may purchase Vehicles using any one of the following three methods.
   a. CONTRACTOR may request that the STATE purchase the PROJECT vehicle on its behalf, in which case the provisions regarding deposit of Local Share in paragraph 12 below shall apply.
   b. CONTRACTOR may purchase vehicles directly from a State-approved Contract.
   c. CONTRACTOR may purchase vehicles through its own procurement procedures. CONTRACTOR must obtain prior written authorization from the STATE when utilizing its own procurement procedures. Authorization shall be requested in accordance with the STATE's designated procedures.

6. Any Vehicle(s) purchased by the STATE for a Public Agency shall be from a STATE-approved Contract.

7. The following provisions regarding Local Share apply to any CONTRACTOR for whom the STATE is purchasing a vehicle or other equipment.
   a. Unless Transportation Development (Toll) Credits in lieu of Local Share have been authorized by the STATE, CONTRACTOR shall deposit the Local Share amount and any amount designated as Additional Local Share in Exhibit A into an escrow account at the financial institution designated by the STATE for this purpose. No further billing or payment is required of the CONTRACTOR.
   b. The escrow deposit shall be made within 90 days after execution of this AGREEMENT by the STATE or 90 days following notification by the STATE of the necessity of an escrow deposit. Detailed instructions for making this deposit will be provided to the CONTRACTOR by the STATE.
   c. Vehicles or other equipment shall not be procured by the STATE, on behalf of the CONTRACTOR, until the deposit of the CONTRACTOR's Local Share into escrow has been verified by the STATE.
   d. In the event a balance due is owed to the CONTRACTOR for any unused portion of the Local Share, the CONTRACTOR shall request a refund from Caltrans in writing. Caltrans will initiate the refund process with the designated financial institution.

F. **Capital Project (Real Estate Acquisition/Construction) (5311, 5311(f), 5339)**

1. For Real Estate Acquisition, the CONTRACTOR must perform each of the procedures below pursuant to the Award Management Circular, 2 CFR Part 200, 49 CFR Part 24 Subpart B, and the FTA Master Agreement.
   a. The conduct of Hazardous Waste Site Assessments before acquiring real property.
   b. The conduct of an independent appraisal by a certified appraiser.
   c. The requirement for a review appraisal of the initial appraisal.
   d. FTA review and concurrence requirements related to the CONTRACTOR's offer to buy the property.
   e. If the CONTRACTOR is leasing the property, incidental use of acquired real property as a means to supplement transit revenues.
   f. Disposition of excess real property by sale, lease, donation, transfer to other programs, or other conveyance methods.
   g. The requirement to prepare an excess property utilization plan for all real property no longer used for its original purpose.

2. For Construction Projects, CONTRACTOR must submit a Plans, Specifications, and Estimate (PS&E) Checklist. CONTRACTOR shall certify that the PROJECT was designed and prepared for advertisement in accordance with applicable sections regarding "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" in 2 CFR Part 200, the Third-Party Contracts Circular, "Construction Management and Oversight" section of the 5311 Circular, the FTA "Projects and Construction Management Guidelines", and the FTA "Best Practices Procurement Manual".

3. The CONTRACTOR assures and certifies that the PROJECT complies with regulations of 23 CFR Part 771 regarding environmental impact and related procedures.

4. CONTRACTOR understands and agrees that all documents relating to this PROJECT may be reviewed by FTA and/or STATE in order to verify the PS&E certification. CONTRACTOR also understands and agrees that if deficiencies are found in subsequent reviews, the following actions may be taken:
   a. Where minor deficiencies are found, PS&E Certification for future projects may be conditionally approved or not accepted until the deficiencies are corrected.
   b. Where deficiencies are of such magnitude as to create doubt that the policies and objectives of applicable federal and state laws will not be accomplished by the PROJECT, federal funding may be withdrawn at the discretion of the Office Chief of Federal Transit Grants Programs.

5. For the purpose of carrying out the PROJECT, the Real Estate Acquisition/Construction PROJECT is to be purchased and/or constructed, at costs not to exceed the estimated cost specified in Exhibit A.

6. The STATE holds a lien interest in the PROJECT until the end of the PROJECT's Useful Life as shown in Article II is reached and the STATE has received and approved a request from the CONTRACTOR to release its interest in the PROJECT. The STATE's lien interest shall survive this AGREEMENT and the CONTRACTOR shall be responsible for using the PROJECT in compliance with state, federal and applicable Program requirements stated herein, including reporting, until the STATE affirmatively releases its lien interest. The STATE's release of its lien may be conducted in the STATE's EGM system.

G. Mobility Management (5310)

1. The CONTRACTOR agrees to complete the defined Mobility Management PROJECT described in the APPLICATION, which is on file with the STATE and which is subject to all the terms and conditions of this AGREEMENT.

2. All Mobility Management PROJECTs require a Detailed Implementation Plan as a part of the Project Application. The Detailed Implementation Plan, as submitted, is hereby made a part of this PROJECT. The tasks described in the Detailed Implementation Plan shall be implemented by the CONTRACTOR pursuant to this AGREEMENT at costs not to exceed the estimated cost specified in the Detailed Implementation Plan and in Exhibit A.

3. Invoices for all Mobility Management PROJECTs shall be itemized in accordance with the Detailed Implementation Plan and shall incorporate PROJECT progress, including dates of service, tasks partially or fully completed, and hours worked together with copies of the equipment vendor's invoices and the CONTRACTOR's purchase orders.

4. Subcontracts for third-party services, including Planning, are considered Local Procurements. As such, any subcontract or subaward contemplated by CONTRACTOR is subject to the provisions of Article II Section 46. Bid or Proposal and Third-Party Contract Award of this AGREEMENT.

5. Whenever a CONTRACTOR conducts a Local Procurement, the following provisions are applicable.
   a. CONTRACTOR shall request and obtain the STATE's written approval of the procurement prior to executing a contract pursuant to this PROJECT with a third party. The request shall be made in accordance with procedures promulgated by the STATE and on forms provided by the STATE.
   b. If the Local Procurement is deemed to be in full compliance with federal requirements, the STATE shall issue written approval of the Local Procurement to the CONTRACTOR.
   c. Reimbursement requests from the CONTRACTOR for the Federal Share will be accepted and paid after the vehicle or other equipment has been received by the CONTRACTOR.
   d. All reimbursement requests shall be submitted to the STATE through its EGM system.
   e. Any such Local Procurement shall:
      i. Be consistent with the approved bid award listed in Exhibit A of this AGREEMENT.
      ii. Be consistent with the documentation submitted by the CONTRACTOR with its request for review of the Local Procurement by the STATE.
      iii. Include a reference to the STATE's contract number assigned to this AGREEMENT.

H. **Transfer of Used Vehicle/Equipment (5310)**

1. The STATE will evaluate potential transfer need for vehicle/equipment on a case-by-case basis. The CONTRACTOR will submit the following information for the State to make its determination:
   a. Project Description and Justification for Funding Request (Replacement or Expansion);
   b. Proposed Service and Operating Plan (including map of service area);
   c. Existing Transportation Services (current fleet);
   d. Proposed Transportation Services; and
   e. Signed Certifications and Assurances.

2. In the event the CONTRACTOR's submitted information conflicts with any terms or conditions of this AGREEMENT after the STATE has agreed to a vehicle/equipment transfer, this AGREEMENT shall supersede the CONTRACTOR's submitted information.

3. The CONTRACTOR agrees to perform the PROJECT to provide transportation services primarily to seniors and persons with disabilities, including their incidental baggage, and to persons accompanying the seniors or persons with disabilities in accordance with the terms and conditions of this AGREEMENT and the CONTRACTOR's application for federal assistance.

4. The CONTRACTOR shall always use the PROJECT exclusively and in conformity with the PROJECT description for as long as the equipment is needed for the PROJECT.

5. Vehicles may not be transferred without prior written approval from the STATE.

6. The STATE holds a lien interest in the PROJECT until the end of the PROJECT's Useful Life as shown in Article II is reached and the STATE has received and approved a request from the CONTRACTOR to release its interest in the PROJECT. The STATE's lien interest shall survive this AGREEMENT and the CONTRACTOR shall be responsible for using the PROJECT in compliance with state, federal and applicable Program requirements stated herein, including reporting, until the STATE affirmatively releases its lien interest. The STATE's release of its lien may be conducted in the STATE's EGM system.

I. **Transfer of Used Vehicle/Equipment (5311, 5311(f), 5339)**

1. The CONTRACTOR shall always use the PROJECT equipment exclusively and in conformity with the PROJECT Scope of Work in Exhibit A and the PROJECT Description.

2. Vehicles may not be transferred without prior written approval from the STATE.

3. The STATE has evaluated and approved the transfer for vehicle/equipment based on the CONTRACTOR's request containing the following information.
   a. Project Description and Justification for Funding Request (Replacement or Expansion)
   b. Existing Transportation Services (current fleet)
   c. Proposed Transportation Services
   d. Signed Certifications and Assurances
   e. Board Resolutions of Both Parties participating in the transfer

4. The STATE holds a lien interest in the PROJECT until the end of the PROJECT's Useful Life as shown in Article II is reached and the STATE has received and approved a request from the CONTRACTOR to release its interest in the PROJECT. The STATE's lien interest shall survive this AGREEMENT and the CONTRACTOR shall be responsible for using the PROJECT in compliance with state, federal and applicable Program requirements stated herein, including reporting, until the STATE affirmatively releases its lien interest. The STATE's release of its lien may be conducted in the STATE's EGM system.

ARTICLE II
GENERAL TERMS AND CONDITIONS

1. Subrecipient. For the purpose of this AGREEMENT, the CONTRACTOR is the Subrecipient as referenced in the Federal Transportation Funding Law and the applicable Program Circular. As a Subrecipient of FTA funds the CONTRACTOR agrees to comply with the federal statutes, regulations, executive orders, directives and administrative requirements which relate to applications made to and grants received from FTA, including but not limited to, the USDOT FTA Master Agreement and the FTA Circular for the 5310 Program, the 5311 Program and/or the 5339 Program.

2. Budget Contingency Clause.
   A. The CONTRACTOR agrees that it will provide funds in an amount sufficient, together with the grant, to assure payment of those actual total net PROJECT costs. The funds provided shall include sufficient funds from other eligible sources to provide the PROJECT local matching requirements in accordance with the Federal Transportation Funding Law.
   B. It is mutually agreed that if the State Budget Act or the Federal Transportation Funding Law of the current year and/or any subsequent years covered under this AGREEMENT does not appropriate sufficient funds for the program, this AGREEMENT shall be of no further force and effect. In this event, the STATE shall have no liability to pay any funds whatsoever to CONTRACTOR or to furnish any other considerations under this AGREEMENT and CONTRACTOR shall not be obligated to perform any provisions of this AGREEMENT.
   C. If funding for any fiscal year is reduced or deleted by the State Budget Act or the Federal Transportation Funding Law for purposes of this program, the STATE shall have the option to either cancel this AGREEMENT with no liability occurring to the STATE or offer an amended Agreement to CONTRACTOR that reflects the reduced amount.

3. State of California Prompt Payment and Return of Retainage Provisions.
   A. All payments to the CONTRACTOR shall be made in accordance with California Government Code (GC), Chapter 4.5, commencing with Section 927, which is known as the California Prompt Payment Act. If an authorized disbursement is not made within the thirty (30) calendar-day departmental limit stipulated by the California Prompt Payment Act, interest penalties may be payable to the CONTRACTOR.
   B. Unless the approved PROJECT is for Construction, the CONTRACTOR shall not hold retainage (i.e. withhold retention) from any subcontractor. The STATE shall not hold retainage from any CONTRACTOR.
   C. If a dispute arises regarding Construction PROJECTs only, the CONTRACTOR may exercise its rights under California Public Contract Code (PCC), Section 10262.5 or Division 2, Part 2, Chapter 1 Article of the California Business and Professions Code (BPC), as applicable.
   D. The CONTRACTOR must pay third-party contractors within 30 days for satisfactory performance of work related to this Agreement. In the case of progress payments, the CONTRACTOR must pay third-party contractors within 7 days of receipt of each undisputed progress payment from the STATE, unless the PROJECT is for Construction. In the case of a Construction PROJECT only, the CONTRACTOR is required to pay its subcontractors for satisfactory performance of work related to this AGREEMENT no later than 30 days after the CONTRACTOR's receipt of payment for that work from the STATE. In addition, the CONTRACTOR is required to return any retainage (retention) payment to any subcontractor within 30 days after the subcontractor's work related to this AGREEMENT is satisfactorily completed.
   E. Federal Prompt Payment and Retainage requirements as described in Section 57 of this Article also apply to this AGREEMENT. If there is any conflict between the California Prompt Payment Act and the Federal Prompt Payment and Retainage requirements, the more stringent requirements shall apply.

4. Approval.
   A. Except as provided herein, this AGREEMENT is of no force or effect until signed by both parties and approved by the STATE.
   B. The STATE reserves the right to sign and approve the AGREEMENT provided however, the commencement of work shall not be authorized until the expenditure of federal funds has been authorized by the FTA for a specific Federal fiscal year or a pre-award expenditure authority approved by the STATE. The CONTRACTOR may not commence performance until federal authorization has been obtained.
   C. It is mutually understood between the parties that this AGREEMENT, for the mutual benefit of both parties, may

have been written before ascertaining the availability of congressional or legislative appropriation of funds in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after the determination was made.

D. This AGREEMENT is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government or the California State Legislature for the purpose of this program. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this AGREEMENT in any manner.

E. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this AGREEMENT shall be amended to reflect any reduction in funds.

F. State Law. This AGREEMENT shall be interpreted according to the laws of the State of California, except as to those provisions where federal law shall apply; as to those provisions where federal law applies, the rules, regulations, statutes and executive orders of the federal government shall be applicable. If any provision of this AGREEMENT requires that CONTRACTOR observe or comply with or perform any activity in contradiction or violation of State law, the CONTRACTOR will notify STATE at once, in writing, of such provision. The remaining AGREEMENT provisions shall not be affected. The unenforceable provisions(s) shall be renegotiated by the CONTRACTOR and STATE for mutually-agreed and appropriate changes and/or modifications; and the CONTRACTOR shall proceed, as soon as is possible, with PROJECT.

G. No issuance of a CONTRACT or amendments to a CONTRACT will occur until the STATE has received proof that the PROJECT has been programmed and is in an approved FSTIP.

5. Enforcement/Remedies for Non-Compliance and/or Breach of Contract. If a CONTRACTOR materially fails to comply with any term of this AGREEMENT, or fails to refund any moneys due STATE, the STATE may take one or more of the following actions:
   A. Disallow or temporarily withhold payments pending correction of the deficiency by the CONTRACTOR.
   B. Wholly or partially suspend or terminate the current award for the CONTRACTOR's PROJECT.
   C. Withhold future awards to the CONTRACTOR.
   D. Withhold or demand a transfer of an amount equal to the amount paid by or owed to STATE from remaining grant balance and/or future apportionments, or any other funds due CONTRACTOR from the Federal Trust Fund or any other sources of funds.
   E. Take any other remedies that may be legally available.

6. Timeliness. Time is of the essence in this AGREEMENT. CONTRACTOR shall return the signed AGREEMENT to the STATE within 90 calendar days after issuance. In the event this AGREEMENT is not signed and returned within 90 days of issuance, the PROJECT identified in Exhibit A of this AGREEMENT may be withdrawn and cancelled at the discretion of the STATE.

7. Amendment. No amendment or alteration of the terms of this AGREEMENT shall be valid unless submitted in writing, signed by the parties and approved as required. This AGREEMENT may be amended in writing, by mutual consent of the parties, on a case-by-case basis where warranted. The request for an Amendment must be made in writing to the Program Manager no less than sixty (60) days before the AGREEMENT's Expiration Date shown in Exhibit A. If an Amendment is issued by STATE, the Amendment shall be signed and returned by the CONTRACTOR prior to the expiration of the AGREEMENT currently in force, but in no instance more than 90 calendar days after issuance of the proposed amendment. If CONTRACTOR does not sign and return the Amendment within the allowed period for execution, the PROJECT may be either withdrawn or cancelled at the discretion of the STATE.

8. No Oral Understanding or Agreement. No oral understanding or agreement not incorporated in this AGREEMENT is binding on any of the parties.

9. 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.

10. Independent Contractor. The CONTRACTOR, and the agents and employees of the CONTRACTOR, in the performance

of this AGREEMENT, shall act in an independent capacity and not as officers or employees or agents of the STATE.

11. Antitrust Claims. By signing this AGREEMENT, the CONTRACTOR hereby certifies that if services or goods covered by this AGREEMENT are obtained by means of a competitive bid, the CONTRACTOR shall comply with the requirements of the California Government Code (GC) Sections set out below.
    A. GC Sections 4550 through 4554 regarding antitrust claims contain 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 BPC Section 16750(c).
        2. GC Section 4550 defines a "public purchasing body" as the STATE or the subdivision or agency making a public purchase.
    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 USC Section 15) or under the Cartwright Act (BPC Chapter 2, commencing with Section 16700 of Part 2 of Division 7), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Per GC Section 4552, such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.
    C. Per GC Section 4553, 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 awarding body or public purchasing body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the awarding body or public purchasing body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.
    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 either 1) the assignee has not been injured thereby, or 2) the assignee declines to file a court action for the cause of action, per GC Section 4554.

12. Child Support Compliance Act. For any AGREEMENT in excess of $100,000, the CONTRACTOR acknowledges in accordance with PCC Section 7110, that:
    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 California 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.

13. Unenforceable Provision. If any provision of this AGREEMENT is unenforceable or held to be unenforceable by a court of competent jurisdiction, then the parties agree that all other provisions of this AGREEMENT have force and effect and shall not be affected thereby.

14. Priority Hiring Considerations. If this AGREEMENT includes services in excess of $200,000, the CONTRACTOR shall give priority consideration in filling vacancies in positions funded by the AGREEMENT to qualified recipients of aid under the California Welfare and Institutions Code Section 11200, in accordance with PCC Section 10353.

15. State Management Plan (SMP). The STATE is designated by the Governor of the State of California to administer the FTA Federal Transit grant programs. The implementation and administration of the FTA programs are outlined in the SMP. Should there be a discrepancy between the SMP and this AGREEMENT, the AGREEMENT shall govern.

16. Annual FTA Certification and Assurances. As requested by the STATE, the CONTRACTOR annually must complete and submit to the STATE the Annual Certifications and Assurances for Federal Transit Administration Assistance Programs, the Certifications and Assurances Checklist, and the Signature Page as published by the FTA.

17. Buy America. The CONTRACTOR shall comply with the Buy America requirements of 49 USC Section 5323(j) and 49 CFR Part 661 for all procurements of steel, iron and manufactured products used in PROJECT. Buy America requirements apply to all purchases, including materials and supplies funded as operating costs, if the purchase exceeds the threshold for small purchases (currently $100,000). Separate requirements for rolling stock are set out at 49 USC Section 5323(j)(2)(c) and 49 CFR Part 661.11.

18. U.S. Flag Requirements.
    A. Shipments by Ocean Vessel. For third-party contracts that may involve equipment, materials, or commodities which may be transported by ocean vessels, the CONTRACTOR and subcontractors must comply with 46 USC Section 55303 and 46 CFR Part 381, "Cargo Preference-U.S. Flag Vessels."
    B. Shipments by Air Carrier. For third-party contracts that may involve shipments of federally assisted property by air carrier, the CONTRACTOR and subcontractors must comply with the 49 USC Section 40118, which may be cited as the "Fly America Act," "Use of United States Flag Air Carriers," and 41 CFR Parts 301-10.131 through 301-10.143.
    C. Project Travel. In accordance with 49 USC Section 40118 and 41 CFR Part 301-10, the CONTRACTOR and all subcontractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation, to the extent such service is available or applicable.

19. Accounting Records. The CONTRACTOR shall establish and maintain separate accounting records and reporting procedures for the fiscal activities of the PROJECT. The CONTRACTOR's accounting system shall conform to generally accepted accounting principles (GAAP) and uniform standards that may be established by STATE. All records shall provide a breakdown of total costs charged to the PROJECT including properly-executed payrolls, time records, invoices and vouchers.

20. Vehicle Operator Licensing. The CONTRACTOR is required to comply with all applicable requirements of the Federal Motor Carrier Safety Administration (FMCSA) regulations and the California Vehicle Code including, but not limited to, the requirement that all vehicle operators have a valid State of California driver's license, including any special operator license that may be necessary for the type of vehicle operated.

21. Audit Requirements. The CONTRACTOR shall be responsible for meeting the audit requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 1201. The required audit reports shall be submitted to the State Controller with a copy to STATE in conformance with the compliance guidelines issued by the California Department of Finance. The cost of audits made in accordance with the provisions of 2 CFR Part 200 is an allowable charge to this PROJECT.

22. Record Keeping. The CONTRACTOR and all subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this AGREEMENT. All parties shall make such materials available at their respective offices at all reasonable times during the performance period and for three (3) years from the date of final payment under this AGREEMENT and any subcontract or subaward as a result of this AGREEMENT.

23. Examination of Records. The STATE, the Caltrans' Independent Office of Audits and Investigations, the State Auditor General, and any duly authorized representative of the Federal government shall have access to any books, records, and documents of the CONTRACTOR and its subcontractors that are pertinent to this AGREEMENT for audits, examinations, excerpts, and transactions. Copies thereof shall be furnished by CONTRACTOR upon request. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the STATE or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information. The CONTRACTOR shall include a clause to this effect in every subcontract entered into relative to the PROJECT.

24. Examination of Accounting. The CONTRACTOR's accounting system and billing procedures are subject to audit by the STATE prior to contract award, and accounting records pertaining to work performed and costs billed to the STATE are subject to audit for a period of three (3) years from the date of final payment under this AGREEMENT. If the CONTRACTOR fails to retain records such as employee time cards, payroll records, travel records, equipment time and cost records, billings from subcontractors, material and equipment suppliers' records that are sufficient to permit audit

verification of the validity of costs charged to the STATE, the CONTRACTOR will be liable for reimbursement to the STATE of all unsubstantiated billings.

25. Reporting Forms. The CONTRACTOR shall furnish the STATE with any additional reports or data that may be required by FTA or other federal agencies. Such information will be submitted on forms provided by the STATE.

26. Debarment and Suspension. The CONTRACTOR agrees as follows:
    A. The CONTRACTOR agrees to comply with the requirements of Executive Order Nos. 12549 and 12689, "Debarment and Suspension," 31 USC Section 6101 note; and U.S. DOT regulations on Debarment and Suspension and 49 CFR Part 29.
    B. Unless otherwise permitted by FTA, the CONTRACTOR agrees to refrain from awarding any third-party contract of any amount to or entering into any sub-agreement of any amount with a party identified in the "U.S. General Services Administration's (U.S. GSA) System for Award Management (https://www.sam.gov) List of Parties Excluded from Federal procurement or Non-Procurement Program," implementing Executive Order Nos. 12549 and 12689, "Debarment and Suspension" and 49 CFR Part 29. The list also includes the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible for contract award under statutory or regulatory authority other than Executive Order Nos. 12549 and 12689.
    C. In accordance with 2 CFR Part 1200 and OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180, the CONTRACTOR agrees to obtain a debarment and suspension certification from each prospective subrecipient, third-party contractor or subcontractor containing information about the debarment and suspension status and other specific information of that contractor and its principals before award of a third-party contract or subcontract at any tier of $25,000 or more.

27. Compliance with Federal Statutes. During the performance of this AGREEMENT, the CONTRACTOR, its assignees and successors in interest, agree to comply with all Federal statutes and regulations applicable to grantee recipients under 49 USC Chapter 53, including, but not limited to the following:
    A. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 USC Subsection 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 USC Subsection 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C Subsection 12132, and federal transit law at 49 USC Section 5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, age or disability. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations FTA may issue.
    B. Equal Employment Opportunity (EEO). The following equal employment opportunity requirements apply to the underlying contract.
        1. Race, Color, Creed, National Origin, Religion, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC Subsection 2000e, and federal transit laws at 49 USC Section 5332, the CONTRACTOR agrees to comply with all applicable EEO requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Part 60 et seq., (which implement Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC Subsection 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
        2. Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC Section 623 and federal transit law at 49 USC Section 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
        3. Disability. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 USC Section

12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the American with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

C. The CONTRACTOR agrees to include the foregoing requirements in each solicitation for subcontract financed in whole or in part with Federal assistance provided by FTA and agrees to notify the subcontractor of their obligations under this AGREEMENT and the Regulations relative to Civil Rights.

D. In accordance with 49 CFR Part 21 and as described in the Title VI Circular, as it may be updated or amended, and the California Department of Transportation Title VI Program Plan, the CONTRACTOR shall comply with and ensure that each third-party contractor at any tier of the PROJECT also complies with the following reporting requirements:
   1. Prepare and submit a Title VI Program.
   2. Establish and maintain a Title VI complaint procedures.
   3. Record Title VI investigations, complaints, and lawsuits.
   4. Provide meaningful access to Limited English Proficient Persons.
   5. Notify beneficiaries of protection under Title VI.
   6. Provide additional information upon request.
   7. Provide an Annual Title VI Certification and Assurance.
   8. Guidance on conducting an Analysis of Construction projects.
   9. Guidance on promoting Inclusive Public Participation.
   10. Report minority representation on transit related Planning and Advisory Bodies.

E. The following requirements only apply to those providers of public transportation that operate both fixed-route service and demand-response service. The following requirements do not apply to those providers of public transportation that only operate demand-response service. (Demand response includes general public paratransit, Americans with Disabilities Act complementary paratransit, and non-profit organizations participating in the 5310 Program and serving only their own clientele, which may be referred to as closed-door service.) The CONTRACTOR shall comply with the following requirements and ensure the compliance of each third-party contractor at any tier of the PROJECT.
   1. Service standards
      a. Vehicle load for each mode
      b. Vehicle headway for each mode
      c. On-time performance for each mode
      d. Service available for each mode
   2. Service policies
      a. Transit Amenities for each mode
      b. Vehicle Assignment for each mode

F. Every three years, on a date determined by the STATE, the CONTRACTOR shall submit the following information to the STATE as part of their Title VI Program per Chapter III of the Title VI Circular:
   1. Title VI Notice to the Public, including a list of locations where the notice is posted.
   2. Title VI Complaint Procedures instructing the public how to file a Title VI discrimination complaint.
   3. Title VI Complaint Form used by the CONTRACTOR.
   4. List of transit-related Title VI investigations, complaints, and lawsuits against the CONTRACTOR.
   5. Public Participation Plan, including information about outreach methods to engage minority and limited English proficient (LEP) populations, as well as a summary of outreach efforts made by the CONTRACTOR since its last Title VI submission.
   6. Language Assistance Plan for providing language assistance to its LEP population as required by the Title VI Circular and USDOT LEP Guidance.
   7. A table depicting the membership of non-elected committees and councils, the membership of which is selected by the recipient, broken down by race, and a description of the process the agency uses to encourage the participation of minorities on such committees.
   8. A Title VI equity analysis if the recipient has constructed a facility, such as a vehicle storage facility, maintenance facility, operation center, etc.
   9. A copy of board meeting minutes, resolution, or other appropriate documentation showing the board of

directors or appropriate governing entity or official(s) responsible for policy decisions, reviewing and approving the Title VI Program.

10. Additional information as specified in Chapters IV, V, and VI of the Title VI Circular depending on whether the CONTRACTOR is a transit provider, nonprofit or public agency.

G. Sanctions for Noncompliance. In the event of the CONTRACTOR's noncompliance with any provision of Civil Rights requirement in this AGREEMENT, the STATE shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to the following.
   1. Withholding of payments to the CONTRACTOR under the AGREEMENT.
   2. Assessing of sanctions
   3. Assessing of liquidated damages.
   4. Disqualifying CONTRACTOR from future bidding as non-responsible.

H. Incorporation of Provisions. The CONTRACTOR shall include the provisions of the foregoing Sections A through E and Section G in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontractor or procurement as the STATE or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the STATE to enter into such litigation to protect the interest of the STATE. In addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

28. Disadvantaged Business Enterprise (DBE). The CONTRACTOR agrees to the following:
   A. Comply with 49 CFR Part 26 "Participation by Disadvantaged Enterprises in Department of Transportation Financial Assistance Programs," and cooperate with the STATE with regard to utilization of DBEs, using best efforts to ensure that DBEs shall have a level playing field when competing for subcontracted work under this AGREEMENT.
   B. Prior to beginning PROJECT work, the CONTRACTOR shall complete and sign a DBE Implementation Agreement form to be provided by the STATE. The completed DBE Implementation Agreement must be returned to the STATE no later than the date that this AGREEMENT is executed. A DBE Implementation Agreement must be completed annually.
   C. Report twice annually on DBE participation in CONTRACTOR's contracting opportunities, commitments, awards, and actual payments.
   D. In accordance with 49 CFR Part 26.53(f)(1)(i), the CONTRACTOR shall not terminate a DBE subcontractor without the prior written approval of the substitute DBE from the STATE by either the Resident Engineer (RE), the Contract Manager, or the Caltrans DBE Liaison Officer (DEBELO). A CONTRACTOR that terminates a DBE subcontractor must make a good faith effort to find a replacement DBE subcontractor to perform at least the same amount of work under the contract to meet the contract goal established for the work. The good faith effort shall be documented and submitted to the STATE within a reasonable time after obtaining approval by the STATE to terminate an existing DBE as required by 49 CFR Part 26.53(g). Failure to obtain written consent from the STATE prior to terminating a DBE subcontractor shall be a material breach of this contract.
   E. CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any federally-assisted contract or in the administration of its DBE program. The CONTRACTOR's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC Section 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC Section 3801 et seq.).
   F. The CONTRACTOR and its subcontractors shall make available, upon request of the STATE, a copy of all DBE subcontracts. The CONTRACTOR must ensure its third-party contractors and subcontractors also comply with these requirements.
   G. The "Federal Transit Administration Disadvantaged Business Enterprise Program Plan 2019" prepared by Caltrans applies to this AGREEMENT.

29. Section 504 and Americans with Disabilities Act Program Requirements (ADA). The CONTRACTOR will comply with 49

CFR Parts 27, 37 and 38, which implement the ADA and Section 504 of the Rehabilitation Act of 1973 (29 USC Section 794), as amended. The CONTRACTOR must ensure its third-party contractors operating public transportation service comply with these requirements.

30. Special Section 5333(b) Warranty for 5311, 5311(f), CMAQ, and 5339 Programs. When the PROJECT includes the acquisition, improvement, or operation of public transportation, the CONTRACTOR shall comply with applicable transit employee protective requirements as specified by 49 USC Section 5333(b) (formerly Section 13(c) of the Urban Mass Transportation Act) as executed by the Secretary of Labor and the Secretary of Transportation. When applicable, those terms and conditions are described in Exhibit A of this AGREEMENT. The CONTRACTOR agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by the FTA.

31. Contract Work Hours and Safety Standards. The CONTRACTOR agrees to comply with the following requirement for Construction contracts and, if applicable, non-construction project contracts that employ laborers or mechanics on a public work.
    A. The CONTRACTOR shall comply with Section 107 of the Contract Work Hours and Safety Standards Act, 40 USC Section 3704 and 29 CFR Part 1926, "Safety and Health Regulations for Construction." The CONTRACTOR and its subcontractors must ensure safety at construction sites so that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.
    B. No CONTRACTOR or subcontractor contracting for any part of the work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at the rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

32. Public Lands. The CONTRACTOR agrees to refrain from using in its PROJECT any publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of National, State, or local significance as determined by the Federal, State, or local officials having jurisdiction thereof, and also refrain from using in its PROJECT any land from a historic site of National, State, or local significance unless the Federal Government makes the specific findings as required by 49 USC Section 303.

33. Energy Conservation. The CONTRACTOR agrees to comply with the mandatory energy efficiency standards and policies within the applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 USC Section 6321 et seq.

34. Receipt of Commission. The CONTRACTOR warrants that it has not paid, and agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for any funds obtained as a consequence of this AGREEMENT.

35. Conflict of Interest.
    A. In accordance with 41 USC Section 22, no member of or delegate to the Congress of the United States shall be admitted to any share or part of this AGREEMENT or to any benefit arising therefrom.
    B. The CONTRACTOR certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this AGREEMENT shall have any personal financial interest or benefit which either directly or indirectly arises from this AGREEMENT.
    C. The CONTRACTOR shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
    D. The CONTRACTOR will not be awarded a contract if the financial interests are held by a current officer or employee of the STATE. Additionally, a contract will not be awarded to an officer or employee of the STATE to provide goods and service. Likewise, the CONTRACTOR's officials and employees shall also avoid actions that result in or create the appearance of:

1. Using an official position for private gain;
2. Giving preferential treatment to any particular person;
3. Losing independence or impartiality; and/or
4. Adversely affecting the confidence of the public or local officials in the integrity of the program.

E. Former State employees will not be awarded a contract for two (2) years from the date of separation if that employee had any part of the decision-making process relevant to the AGREEMENT, or for one (1) year from the date of separation if that employee was in a policy-making position in the same general subject area as the proposed contract at any time during the 12-month period prior to that employee's separation from State service.

F. Neither the CONTRACTOR nor any of its employees, suppliers or subcontractors shall enter into any contract, subcontract, or arrangement in connection with the PROJECT or any property included or planned to be included in the PROJECT, in which any member, officer, or employee of the CONTRACTOR or its subcontractors, during the PROJECT term and for one year thereafter, has any direct or indirect conflict of interest. If any such present or former member, officer, or employee involuntarily acquires or had acquired prior to the beginning of the PROJECT term any such interest, and if such interest is immediately disclosed to the CONTRACTOR and such disclosure is entered upon the minutes of the CONTRACTOR's written report to the STATE of such interest, the STATE may waive the conflict of interest, provided that the officer or employee shall not participate in any action by the CONTRACTOR or the locality relating to such contract, subcontract, or arrangement.

G. The CONTRACTOR shall insert in all contracts entered into in connection with the PROJECT or with any property included or planned to be included in any PROJECT, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer, or employee of the CONTRACTOR or of the locality during the PROJECT term or for one year thereafter shall have any interest, direct or indirect, in this AGREEMENT or the proceeds thereof."

H. The provisions of this subsection shall not be applicable to any agreement between the CONTRACTOR and its fiscal depositories or to any agreement for utility services, whose rates are fixed or controlled by a governmental agency.

36. Lobbying.

A. If the CONTRACTOR's PROJECT exceeds $100,000, the CONTRACTOR agrees that it will not use federal assistance funds to support lobbying, in accordance with 31 USC Section 1352 and 49 CFR Part 20, "New Restrictions on Lobbying". FTA will not make any federal assistance available to the CONTRACTOR until the STATE has received the CONTRACTOR's certification that the CONTRACTOR has not and will not use federally-appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, cooperative agreement or other federal award from which funding for the PROJECT is originally derived.

B. If any funds other than federally-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," to the STATE.

C. The CONTRACTOR shall require that the following certification language be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) which exceed $100,000 and that all subrecipients shall certify and disclose accordingly.

"This certification is a material representation of facts upon which reliance was placed when this AGREEMENT was made or entered into. Submission of this certification is a prerequisite for making or entering into this AGREEMENT imposed by 31 USC Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure."

37. Program Fraud and False or Fraudulent Statements or Related Acts.

A. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC Section 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this PROJECT. Upon execution of an underlying agreement, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to

be made pertaining to that underlying agreement or the FTA-assisted PROJECT for which this contracted work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

B. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a PROJECT that is financed, in whole or in part, with federal assistance originally awarded by FTA under the authority of 49 USC Section 5307, the Federal Government reserves the right to impose the penalties of 18 USC Section 1001 and 49 USC Section 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

C. The CONTRACTOR agrees to include the above two clauses in each subcontract, whether partly or wholly financed with federal assistance provided by FTA. It is further agreed that these clauses shall not be modified, except to identify the subcontractor who is subject to the provisions.

38. Drug-Free Workplace. The CONTRACTOR certifies by signing this AGREEMENT that it will provide a drug-free workplace, and shall establish policy prohibiting activities involving controlled substances in compliance with GC 8355 et seq. The CONTRACTOR is required to include the language of this certification in award documents for all sub-awards at all tiers (including subcontracts, contracts under grants, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. To the extent the CONTRACTOR, any third-party contractor at any tier, any subrecipient at any tier, or their employees, perform a safety-sensitive function under the PROJECT, the CONTRACTOR agrees to comply with, and assure the compliance of each affected third-party contractor at any tier, each affected subrecipient at any tier, and their employees with 49 USC 5331, and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations," 49 CFR Part 655.

39. Charter Service Operations. The CONTRACTOR agrees to comply with 49 USC 5323(d) and 49 CFR Part 604, which provide that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions listed at 49 CFR Part 604 Subpart B. Any charter service provided under one of the exceptions must be incidental, meaning it must not interfere with or detract from the provision of mass transportation. The CONTRACTOR assures and certifies that the revenues generated by its incidental charter bus operations (if any) are, and shall remain, equal to or greater than the cost (including depreciation on Federally-assisted equipment) of providing the service. The CONTRACTOR understands that the requirements of 49 CFR Part 604 will apply to any charter service provided, the definitions in 49 CFR Part 604 apply to this AGREEMENT, and any violation of this AGREEMENT may require corrective measures and the imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.

40. School Bus Operations. Pursuant to 49 USC Section 5323(f) and 49 CFR Part 605, the CONTRACTOR agrees that it and all its subcontractors will:
    A. Engage in school transportation operations in competition with private school transportation operators only to the extent permitted by an exception provided by 49 USC Section 5323(f) and implementing regulations, and
    B. Comply with requirements of 49 CFR Part 605 before providing any school transportation using equipment or facilities acquired with federal assistance awarded by FTA. The CONTRACTOR understands that the requirements of 49 CFR Part 605 will apply to any school transportation it provides, that the definitions of 49 CFR Part 605 apply to any school transportation agreement, and a violation of this AGREEMENT may require corrective measures and the imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.

41. Use of $1 Coins. As applicable, and to comply with Section 104 of the Presidential $1 Coin Act of 2006, 31 USC Section 5112(p), the CONTRACTOR must ensure that FTA assisted property that requires the use of coins or currency in public transportation service or supporting service be fully capable of accepting and dispensing $1 coins.

42. Protection of Animals. The CONTRACTOR must ensure that all third-party contractors providing services involving the use of animals must comply with the Animal Welfare Act, 7 USC Section 2131 et seq. and Department of Agriculture regulations, "Animal Welfare", 9 CFR Subchapter A, Parts 1,2,3, and 4.

43. Termination Clauses.
    A. Termination for Convenience. When it is in the STATE's best interest, the STATE reserves the right to terminate this AGREEMENT, in whole or in part, at any time by providing a ten (10) day written notice to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the STATE. If the CONTRACTOR has any property in its possession belonging to the STATE, the CONTRACTOR will account for the same, and dispose of it in the manner the STATE directs.
    B. Termination for Default.
        1. In the case of a default or a material breach of this contract, the STATE may exercise any or all of the remedies enumerated in Article II Section 5 or Article II Section 56 Subsection B Paragraph 1, as applicable.
        2. The STATE may terminate this AGREEMENT upon a finding that the CONTRACTOR has not made satisfactory progress toward procuring the PROJECT equipment, services, salary and wages, as appropriate, within twelve (12) months of execution of this AGREEMENT, has not billed within twelve (12) months of execution of this AGREEMENT, or that the CONTRACTOR is otherwise not complying with the terms of this AGREEMENT. Termination shall be by written notice specifying the reason for termination and giving the CONTRACTOR thirty (30) days to correct the default. The STATE shall be the sole judge as to whether the CONTRACTOR's corrective measures are adequate. If the CONTRACTOR fails to remedy the breach or default or any of the terms, covenants, or conditions of this AGREEMENT to the STATE's satisfaction, the STATE shall have the right to terminate the AGREEMENT without any further obligation to the CONTRACTOR. Any such termination for default shall not preclude the STATE from also pursuing all available remedies against the CONTRACTOR.
        3. The STATE may terminate this contract upon finding that the CONTRACTOR is not operating the PROJECT equipment in accordance with the PROJECT description in Exhibit A of this AGREEMENT, or that the CONTRACTOR is otherwise not complying with the terms of this contract. Termination shall be by written notice specifying the reason for termination and giving the CONTRACTOR thirty (30) days to correct the default. The STATE shall be the sole judge as to whether the CONTRACTOR's corrective measures are adequate. If the CONTRACTOR fails to remedy to the STATE's satisfaction the breach or default of any of the terms, covenants, or conditions of this contract, the STATE shall have the right to terminate the contract without any further obligation to the CONTRACTOR. Any such termination for default shall not preclude the STATE from pursuing all available remedies against CONTRACTOR and its sureties for said breach or default. If this AGREEMENT is subject to termination for default, the STATE reserves the right to seize vehicles or equipment procured under this AGREEMENT.
        4. CONTRACTOR shall remit to the STATE the proportional amount of current market value that exceeds $5,000 per unit at the time of disposition of PROJECT equipment, which shall be based on the Federal Share percentage of funds paid by CONTRACTOR under this AGREEMENT. Fair market value shall be deemed to be the value of the PROJECT equipment as determined by a competent appraisal at the time the equipment is withdrawn from use.
        5. CONTRACTOR shall return the equipment to the STATE in the same condition as when received by the CONTRACTOR, except for reasonable wear and tear resulting from its use. The parties shall thereupon determine the amount of compensation, if any, to be paid by the CONTRACTOR to the STATE in order to avoid any State liability to FTA or to others.
    C. Period of Performance Extension. If it is later determined by the STATE that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the CONTRACTOR, and after determining a new delivery of performance schedule, the STATE may allow the CONTRACTOR to continue work or treat the termination as a termination for convenience.
    D. Mutual Termination. The PROJECT may also be terminated if the STATE and the CONTRACTOR agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.

44. Disputes. The STATE and the CONTRACTOR shall deal in good faith and attempt to resolve potential disputes arising under this AGREEMENT informally. If the dispute persists, the CONTRACTOR shall submit a written demand for a decision regarding the dispute to the STATE's authorized representative for this AGREEMENT or his or her designee. The STATE's authorized representative shall make a written decision regarding the dispute and will provide it to the CONTRACTOR. The CONTRACTOR shall have an opportunity to challenge the STATE's authorized representative's

determination but must make that challenge in writing within ten (10) working days to the STATE's Chief, Office of Federal Transit Grants or his/her designee. If the CONTRACTOR challenge is not made within the ten (10) day period, the STATE's authorized representative's original written decision shall become the final decision of the STATE. The STATE and the CONTRACTOR shall submit written, factual information and supporting data in support of their respective positions. The decision of the STATE's Chief, Office of Federal Transit Grants or his/her designee shall be final, conclusive and binding regarding the dispute, unless the CONTRACTOR commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

45. Procurement.
    A. Exclusionary or Discriminatory Specifications. Apart from inconsistent requirements imposed by Federal statue or regulations, the CONTRACTOR agrees that it will comply with the requirements of 49 USC Section 5323(h)(2) by refraining from using any Federal assistance funds awarded by the STATE on behalf of the FTA to support procurements using exclusionary or discriminatory specifications.
    B. For all procurements of commodities, property, supplies, equipment or services under an FTA assisted grant, the CONTRACTOR shall provide full and open competition and comply with the procurement requirements set forth in 49 USC Section 5325(a), applicable third-party procurement requirements of 49 USC Chapter 53, 49 USC Section 5325(b) to award a third-party contracting using a competitive procurement process, and other procurement requirements of Federal laws in effect now or as amended to the extent applicable. The CONTRACTOR shall prepare a bid or proposal package, including equipment and material specifications or a scope of work.
    C. Purchases over the federal micro-purchase threshold, or similar local threshold, which result in a third-party contract without an ongoing period of performance, shall be procured through a purchase order. Purchase orders shall contain all applicable federal third-party contract clauses. Upon request for reimbursement, the CONTRACTOR shall submit a copy of the purchase order to the STATE.
    D. The CONTRACTOR agrees that it may not use FTA assistance to support its procurements unless there is satisfactory compliance with federal laws and regulations. In accordance with applicable USDOT third-party procurement regulations at 2 CFR Part 1201 and the provisions of the Third-Party Contracting Circular, the following provisions apply to all procurements:
        1. To state clearly that the final contract award to any bidder or proposer requires prior written approval by the STATE and that procurement solicitations are consistent with the PROJECT description identified in Exhibit A.
        2. To comply with applicable Federal laws and regulations including, but not limited to, Federal transit laws at 49 USC Chapter 53, FTA regulations, and other Federal laws and regulations that contain requirements applicable to FTA recipients and their FTA assisted procurements. Also, to include all required Federal procurement provisions in each subcontract financed in whole or in part with Federal assistance provided by FTA.
        3. For all contracts and subcontracts financed with Federal assistance, to comply with cargo preference requirements of 46 USC Section 1241 and 46 CFR Part 381 when contracts involve equipment, materials, or commodities which may be transported by ocean vessels.
        4. In accordance with 49 USC Section 5325(e)(1), in the procurement of rolling stock, may not enter into a multi-year contract to purchase additional rolling stock and replacement parts with options exceeding five (5) years after the date of the original contract.
        5. To comply with 49 USC Section 5325(f), agrees that any third-party contract award it makes for rolling stock will be based on initial capital costs, or on performance, standardization, life cycle costs, and other factors, or on a competitive procurement process.
        6. To comply with the requirements of 49 USC Section 5323(m) and FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR Part 663, and any revision thereto.
        7. To comply with the requirements of 49 USC Section 5318(c) and (e) and FTA regulations, "Bus Testing", 49 CFR Part 665, including the certification that before expending any Federal assistance to acquire the first bus of any new bus model or any bus model with a new major change in configuration or components or before authorizing final acceptance of that bus, that model of bus will have been tested at the Altoona Bus Research and Testing Center. The CONTRACTOR must obtain the final testing report and provide a copy of the report to the STATE.
        8. To require each bidder to certify that it has complied with 49 CFR Part 26, which requires each transit vehicle manufacturer to submit a certification that it has complied with FTA's DBE requirements.
        9. In subcontracts exceeding $100,000, to comply with all applicable standards, orders, or regulations issued

pursuant to the Clean Air Act, as amended, 42 USC Section 7401 et seq. and federal Clean Water Act, as amended, 33 USC Section 1251 et seq. CONTRACTOR agrees to report and require each third-party contractor or subcontractor at any tier of the PROJECT to report any violation of these requirements resulting from any PROJECT implementation activity of a third-party contractor, subcontractor, or itself to FTA and the appropriate U.S. EPA Regional Office.

10. To comply with the mandatory energy standards and policies of the STATE's energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 USC Section 6201 et seq., and perform an energy assessment for any building constructed, reconstructed or modified with federal assistance.
11. To comply with mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act of 1975 (Public Law 94–163, 89 Statute 871, enacted December 22, 1975).
12. To the extent applicable, agrees to conform to the National Intelligent Transportation System (ITS) Architecture and Standards as required by 23 USC Section 517(d), 23 USC Section 512, including any notes thereto, and 23 CFR Parts 655 and 940, and follow the provisions of the FTA Notice, "FTA National ITS Architecture Policy on Transit projects," 66 Fed. Reg. 1455 et seq., and any other implementing directives FTA may issue at a later date, except to the extent the FTA determines otherwise in writing. Third-party contracts involving ITS must comply with Federal requirements.
13. In accordance with 40 CFR Part 85, "Control of Air Pollution from Mobile Sources," 40 CFR Part 86, "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," and 40 CFR Part 600, "Fuel Economy of Motor Vehicles, the CONTRACTOR must include provisions in all third-party contract for procurement of rolling stock to ensure compliance with applicable Federal air pollution control and fuel economy regulations.
14. For PROJECTs designated as experimental, development, or research work, the CONTRACTOR must comply with patent and rights in data requirements in accordance with 37 CFR Part 401. The STATE and Federal government reserve a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and reserves the right to grant authority to others. The CONTRACTOR also agrees to include these requirements in each subcontract funded under the PROJECT.
15. CONTRACTOR shall refer to FTA "Best Practices Procurement Manual" for additional procurement guidance on procurement processes and any omissions applicable to the PROJECT. The CONTRACTOR's failure to comply with all mandates shall constitute a material breach of this AGREEMENT.
16. CONTRACTOR must comply with 2 CFR Part 225 or 2 CFR Part 230, as applicable, in determining whether PROJECT costs are allowable or unallowable. Where applicable, CONTRACTOR must comply with cost principles of FAR Chapter 1 Subpart 31.2.
17. CONTRACTOR must have written protest procedures describing its pre-bid/pre-proposal, post proposal, and post-award procedures. CONTRACTOR shall disclose the CONTRACTOR's protest procedures and the STATE's appeal process to all bidders. All CONTRACTOR's protest decisions must be dated and in writing. A protester must exhaust all administrative remedies with the CONTRACTOR before pursuing an appeal with the STATE. An appeal to the STATE must be filed no more than ten (10) calendar days from the date of the CONTRACTOR's protest decision, as evidenced by postmarked date. Reviews of protests by the STATE will be limited to:
    a. CONTRACTOR's failure to have or follow its own protest procedures.
    b. CONTRACTOR's failure to review a complaint or protest.
    c. Violations of federal or state law or regulation.
18. Construction or Facility Improvement Contracts, including those issued to Third-Parties.
    a. Davis-Bacon Act (contracts over $2,000.00). In accordance with 49 USC Section 5333(a) and the implementing regulations of 29 CFR Part 5, the CONTRACTOR shall comply with the employee protection requirements of the Davis-Bacon Act for construction activities exceeding $2,000 performed in connection with the PROJECT. The Davis-Bacon Act applies to contracts in excess of $2,000 for construction, alteration, or repair of public buildings or public works and requires the inclusion of a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the U.S. Secretary of Labor.
    b. Bonding. For contracts or subagreements exceeding $100,000, the following bonding requirements must be included.

i. Bid guarantee from each CONTRACTOR equivalent to five percent (5%) of the bid price
ii. Performance bond on the part of the CONTRACTOR for 100 percent (100%) of the contract price
iii. Payment bond in the amount of either fifty percent (50%) of the contract price if the contract price is not more than $1 million dollars, or forty percent (40%) of the contract price if the contract price is more than $1 million dollars

c. Copeland Anti-Kickback Act. For contracts or subagreements exceeding $100,000 and in accordance with 18 USC Section 874 Copeland "Anti-Kickback" Act, 29 CFR Part 3 "Contractors and subcontractors on Public Building or Public Work Financed in part by Loans or Grants from the United States," the CONTRACTOR and subcontractor are prohibited from requiring, by any means, any employee, to give up any part of his or her compensation to which he or she is otherwise entitled.

19. Seismic Safety. The CONTRACTOR agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify compliance to the extent required by the regulation. The CONTRACTOR also agrees to ensure that all work performed under this contract, including work performed under a subagreement, is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the PROJECT.
20. Recycled Products. The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 USC 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

46. Bid or Proposal and Third-Party Contract Award. All procurement documents including, but not limited to, oral or written quotations, purchase orders, bid or proposal solicitation documents, CONTRACTOR's proposed third-party vendor selection documents, third-party contract modification or amendment documents, request for non-competitive bid, and use of assigned options (i.e. piggybacking) must be reviewed and approved by the STATE prior to the award of the third-party contract. No third-party contract awards of any type shall be made without prior written approval from the STATE. No third-party contract modifications of any type shall be made without prior written approval from the STATE. No exercise of optional periods of performance (Option Years) shall be made without prior written approval from the STATE. The CONTRACTOR, or procurement agent acting on its behalf, shall prepare the bid or proposal documents, solicit and receive competitive bids or proposals, evaluate the bids or proposals received, and select the lowest price compliant bid for award.
    A. The CONTRACTOR, or procurement agent acting on CONTRACTOR's behalf, shall forward to the STATE, at least twenty (20) business days prior to the release of the bid solicitation, a copy of the bid solicitation document, proposed third-party contract, independent cost estimate, and bidders list.
    B. At least twenty (20) business days prior to contract award, the CONTRACTOR, or procurement agent acting on CONTRACTOR's behalf, shall forward to the STATE a copy of the proposed third-party contract, verification of the incorporation of FTA-required third-party contract clauses, proof that the bid or proposal was publicly advertised, list of all bids, proposals, or price quotations received, a copy of the selected bid or proposal, copy of the bids or proposals where prices were lower than the selected vendor's, an explanation of the basis for selecting the selected vendor and for rejecting lower bids, if any. In the case of a single bid, sole source, or negotiated price contract, this explanation shall include a statement by the CONTRACTOR that the price is fair and reasonable and that the basis for that determination is consistent with guidance in the Third-Party Contracting Circular.
    C. At least twenty (20) business days prior to third-party contract modification or amendment implementation, the CONTRACTOR, or procurement agent acting on CONTRACTOR's behalf, shall forward to the STATE a copy of the proposed modification or amendment.
    D. All third-party contracts, subcontracts and contract modifications, and exercising of Option Years funded under the PROJECT shall include essential elements including, but not restricted to, parties, price or rate of compensation, scope of work, contract timeline, contract termination and other legal considerations.
    E. CONTRACTOR shall perform a cost or price analysis in connection with every procurement action funded under the PROJECT, including contract modifications and exercise of Option Years. Before receiving bids or proposals, CONTRACTOR must make independent cost estimates to determine price reasonableness.

47. FTA Regulations, Policies, Procedures and Directives. The CONTRACTOR shall at all times comply with all applicable FTA

regulations, policies, procedures and directive, including, without limitation, those listed directly or by reference in the USDOT FTA Master Agreement between the STATE and FTA, as they may be amended or revised from time to time, during the term of this AGREEMENT. The CONTRACTOR's failure to so comply shall constitute a material breach of this AGREEMENT. In the event any portion, term, condition or provision of this AGREEMENT should be deemed illegal or in conflict with the laws of the State of California or with federal law or otherwise be unenforceable, the remaining portion, terms, conditions or provisions shall not be affected thereby.

48. Incorporation of FTA Terms. The provisions in this AGREEMENT include, in part, certain Standard Terms and Conditions required by the USDOT, whether or not expressly set forth in the AGREEMENT. All contractual provisions required by the USDOT, as set forth in the Third-Party Contracting Circular are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this AGREEMENT. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any STATE requests which would cause the STATE to be in violation of these Standard Terms and Conditions.

49. Amendments to Federal, State and Local Laws, Regulations and Directives. The terms of the most recent amendment to any Federal, State, or local laws, regulations, FTA directives, and amendments to the grant or cooperative contract that may be subsequently adopted, are applicable to the PROJECT to the maximum extent feasible, unless FTA provides otherwise in writing.

50. Property Maintenance and Inspection. While the PROJECT is in the possession or control of the CONTRACTOR, the CONTRACTOR shall operate or maintain the PROJECT in accordance with detailed maintenance and inspection schedules provided by the manufacturer, keeping a written log or record of all repairs and maintenance. The STATE and the FTA shall have the right to conduct periodic inspections for the purpose of confirming the existence, condition, and proper maintenance of the PROJECT. No alterations may be made to the PROJECT in its as-received condition without first receiving written approval from the STATE. The CONTRACTOR shall notify the STATE, within ten (10) working days of any loss or damage, including accident, fire, vandalism, theft, to the PROJECT.

51. Useful Life Standard. In accordance with the Award Management Circular and consistent with the SMP, the following Useful Life Standard (ULS) shall determine when PROJECT property will no longer be subject to monitoring and reporting requirements. CONTRACTOR will be released from the monitoring and reporting requirements after the STATE has approved CONTRACTOR's request for disposition of PROJECT property through the STATE's EGM system. While age and mileage are the primary criteria used to determine the useful life of vehicles, this determination is based on the date the vehicle or other equipment was put into active service, not the actual model year of the vehicle. These criteria are subject to review by the 5310, 5311, or 5339 Program Manager, as applicable, if either factor is less than the value shown below.

TYPE OF EQUIPMENT	USEFUL LIFE STANDARD
Minivans	4 years or 100,000 miles
Small, Medium, Large Bus	5 years or 150,000 miles
Larger Bus	7 years or 200,000 miles
Largest Bus (5311/5339 Only)	10 years or 350,000 miles
Computer Equipment	3 years
Asphalt Paving, Parking Lot (5311/5339 Only)	10 years
Bus Shelters (5311/5339 Only)	10 years
Building Structures (5311/5339 Only)	40 years
Bus Lift	15 years
Bus Stop Signs (5311 Only)	5 years
Communication Equipment	3 years
Communication Equipment on Vehicles	Same as ULS associated with Vehicle
Farebox/Ticket Machine	10 years
Surveillance Equipment	3 years

52. Property Ownership and Relinquishment.
    A. At all times while PROJECT property or equipment is in the possession or control of the CONTRACTOR, the CONTRACTOR shall be the registered owner and the STATE shall be the legal owner (lien holder). Whenever any PROJECT property or equipment is withdrawn from the PROJECT for any reason, the CONTRACTOR shall immediately notify the STATE. The CONTRACTOR shall not transfer ownership of PROJECT property or equipment at any time while this AGREEMENT is in effect. As lien holder, the STATE may take possession of PROJECT property or equipment due to the CONTRACTOR's non-compliance with contract terms or by mutual agreement between the STATE and the CONTRACTOR. The STATE shall retain the original Certificate of Title until such time that disposition of PROJECT property or equipment is released by the STATE to the CONTRACTOR or other appropriate party.
    B. Whenever any PROJECT property or equipment is withdrawn from the service for any reason prior to meeting the ULS, and at the discretion of the STATE, the CONTRACTOR shall be required to do one of the following:
        1. Remit to the STATE, for repayment to the FTA, a proportional amount of the fair market value of the property, which shall be determined on the basis of the ratio of the Federal grant funds paid under this AGREEMENT to the actual purchase cost of the property. Fair market value shall be deemed to be either 1) the unamortized value of the remaining service life per unit based on a straight-line depreciation of the original purchase price or 2) the Federal Share of the sale price.
        2. Relinquish the property to the STATE in the same condition as when received by the CONTRACTOR except for reasonable wear and tear resulting from its use. The parties shall thereupon determine the amount of compensation, if any, to be paid by the CONTRACTOR to the STATE in order to avoid any STATE liability to FTA or to others. Upon subsequent disposal of the property, the STATE shall reimburse the CONTRACTOR for its proportional amount of the property value received or identified by the STATE, if any.
        3. When PROJECT property is lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated on the basis of the condition of the property immediately before the fire, casualty, or natural disaster, irrespective of the extent of insurance coverage. Based on the calculation, the proceeds shall be applied to the cost of replacing the damaged or destroyed PROJECT property taken out of service.
        4. If any damage to PROJECT property results from abuse or misuse occurring with the CONTRACTOR's knowledge and consent, the CONTRACTOR agrees to restore the PROJECT property to its original condition or refund the value of the Federal interest in that property to the STATE.

53. Worker's Compensation. The CONTRACTOR hereby warrants that it carries Workers' Compensation Insurance on all of its employees who will be engaged in the performance of this AGREEMENT. If staff provided by the CONTRACTOR is defined as independent contractors, this clause does not apply.

54. Insurance.
    A. While the PROJECT equipment is in the possession or control of the CONTRACTOR, the CONTRACTOR shall maintain adequate insurance protection against liability for damages for personal bodily injuries (including death), property damage, and vehicle damage as conditioned in this section.
    B. The minimum limits of liability may be increased by the STATE at any time upon thirty (30) days notice to CONTRACTOR.
    C. The CONTRACTOR shall place Vehicle Physical Damage, including collision and comprehensive (fire, theft, etc.) insurance for amounts equal to the actual cash value of each vehicle and any other equipment that is part of the PROJECT equipment, with deductibles acceptable to the STATE. This insurance shall include a provision designating the State of California, Department of Transportation as the Loss Payee for all purposes of adjusting, settling, or paying claims for damage to the insured vehicle(s).
    D. The STATE, its officers, employees, and agents shall be named as additional insured.
    E. The STATE is designated as the Loss Payee for claims of damage to the insured vehicle(s).
    F. The STATE will not be responsible for any premiums or assessments on the policy.
    G. The CONTRACTOR, and/or third-party subcontractor, shall furnish to the STATE, before delivery of the PROJECT vehicle(s) to the CONTRACTOR, a certificate of insurance issued by a company licensed to write such insurance in California.
    H. Prior to the annual insurance policy expiration date, the CONTRACTOR shall furnish to the STATE a new certificate of insurance or other written evidence of insurance satisfactory to the STATE. At any time that such evidence of

insurance has not been provided, the STATE shall have the immediate right to take possession of the PROJECT equipment and to enter the property of the CONTRACTOR for this purpose.

I. The CONTRACTOR shall provide the STATE at least thirty (30) day notice of cancellation or material change of the vehicle insurance policy.

J. Public Agency or For-Profit CONTRACTORs. The following terms apply to all CONTRACTORs who are defined as a Public Agency or For-Profit entity, regardless if they are providing the service as the prime CONTRACTOR or subcontractor:

1. Property Damage: The CONTRACTOR shall place property damage per occurrence (combined single limit), whether the property of one or more claimants, in an amount not less than one million five hundred thousand dollars ($1,500,000) for property damage liability in respect to vehicles with seating capacity of fifteen (15) or less, or five million dollars ($5,000,000) for property damage liability combined in respect to vehicles with seating capacity of sixteen (16) or more.
2. Bodily Injury: The CONTRACTOR shall place bodily injury per occurrence (combined single limit) in an amount not less than one million five hundred thousand dollars ($1,500,000) in respect to vehicles with seating capacity of fifteen (15) or less, or five million dollars ($5,000,000) in respect to vehicles with seating capacity of sixteen (16) or more.
3. Vehicle Physical Damage: The CONTRACTOR shall place Vehicle Physical Damage, including collision and comprehensive (fire, theft, etc.) insurance for amounts equal to the actual cash value of each vehicle and any other equipment that is part of the PROJECT equipment, with deductibles acceptable to the STATE. This insurance shall include a provision designating the State of California, Department of Transportation as the Loss Payee for all purposes of adjusting, settling, or paying claims for damage to the insured vehicle(s).

K. Non-Profit Agencies: The following terms apply to all CONTRACTORs who are defined as a non-profit agency, regardless if they are providing the service as the prime CONTRACTOR or subcontractor:

1. Property Damage: The CONTRACTOR shall place property damage per occurrence (combined single limit), whether the property of one or more claimants, in an amount not less than one million dollars ($1,000,000) for property damage liability in respect to vehicles with seating capacity of fifteen (15) or less, or one million five hundred thousand dollars ($1,500,000) for property damage liability in respect to vehicles with seating capacity of sixteen (16) or more.
2. Bodily Injury: The CONTRACTOR shall place bodily injury per occurrence (combined single limit) in an amount not less than one million dollars ($1,000,000) in respect to vehicles with seating capacity of fifteen (15) or less, or one million five hundred thousand dollars ($1,500,000) for bodily injury in respect to vehicles with seating capacity of sixteen (16) or more.
3. Vehicle Physical Damage: The CONTRACTOR shall place Vehicle Physical Damage, including collision and comprehensive (fire, theft, etc.) insurance for amounts equal to the actual cash value of each vehicle and any other equipment that is part of the PROJECT equipment, with deductibles acceptable to the STATE. This insurance shall include a provision designating the State of California, Department of Transportation as the Loss Payee for all purposes of adjusting, settling, or paying claims for damage to the insured vehicle(s).

55. 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 STATE 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.

56. Potential Subcontractors.

A. No Relationship Between STATE and Third-Party Contractor. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation, obligation or liability between the STATE and any third-party contractors, and no third-party agreement shall relieve the CONTRACTOR of his responsibilities and obligations hereunder. The CONTRACTOR agrees to be as fully responsible to the STATE for the acts and omissions of its third-party contractors 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 CONTRACTOR. The CONTRACTOR's obligation to pay its third-party contractors is an independent obligation from the STATE's obligation to make payments to the CONTRACTOR. As a result, the STATE shall have no obligation to pay or to enforce the payment of any moneys to any third-party contractor.

B. Third-Party Contracts and Subagreements Affected. To the extent applicable, federal requirements extend to third-party contractors and their contracts at every tier, and to the subcontractors of third-party contractors and their subagreements at every tier. Accordingly, the CONTRACTOR agrees to include, and to require its third-party contractors to include appropriate clauses in each third-party contract and each subagreement financed in whole or in part with financial assistance provided by FTA. In particular, the following clauses regarding DBE Contract Assurance, DBE Participation Goal, Continued Compliance and Prompt Payment and Return of Retainage clauses apply to this AGREEMENT and shall be included in every subcontract or subaward made by the CONTRACTOR.
   1. DBE Contract Assurance. The CONTRACTOR, or SUBCONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR or SUBCONTRACTOR shall carry out applicable requirement of 49 CFR Part 26 in the award and administration of [Federal] DOT-assisted contracts. Failure by the CONTRACTOR or SUBCONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of the Standard Agreement between the STATE and the Awarding Agency, the termination of this contract by the Awarding Agency, or such other remedy the STATE or Awarding Agency deems appropriate, which may include, but is not limited to:
      a. Withholding monthly progress payments;
      b. Assessing sanctions;
      c. Liquidated damages; and/or
      d. Disqualifying the CONTRACTOR from future bidding as non-responsive.
   2. DBE Participation Goal. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The contract goal for participation of Disadvantaged Business Enterprises (DBE) for this contract is [XX]%. Offerors are required to document sufficient DBE participation to meet the contract goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53 (3)(i)(A). Award of this contract is conditioned on submission of the following:
      a. If the offer meets the DBE contract goal, the offeror must include a completed ADM-0227F form.
      b. If the offer does not meet the DBE contract goal, the offeror must include a completed ADM-0312F form that documents the offeror's good faith efforts (GFE) and ADM-0227F form.
      c. The contractor shall not terminate the DBE subcontractors listed on ADM-0227F without the Awarding Agency's prior written consent and concurrence from the DBELO. The Awarding Agency may provide such written consent only if the contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The contractor shall give the DBE five (5) days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the contract for any reason, the contractor shall make good faith efforts (GFE) to find another DBE subcontractor to substitute for the original DBE and immediately notify the Awarding Agency in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement.
      d. Awarding Agency shall notify the Caltrans DBE Liaison Officer (DBELO) in the event the Awarding Agency finds the CONTRACTOR or SUBCONTRACTOR is in violation of 49 CFR Part 26 within five (5) business days the finding is made.
   3. Continued Compliance. The Awarding Agency shall monitor the Contractor's DBE compliance during the life of this contract and submit to the state a completed ADM-0369 form in each their request for reimbursement (RFR) packet.

C. No Federal Government Obligations to Third Parties. The CONTRACTOR agrees that, absent of the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any contractor, any third-party contractor, or any other person not a party to the Grant Agreement in connection with the performance of the PROJECT. Notwithstanding any concurrence provided by the Federal Government in, or approval of, any solicitation or third-party agreement, the Federal Government continues to have no obligation or liabilities to any party, including the CONTRACTOR or third-party contractor.

D. Obligations on Behalf of the STATE. The CONTRACTOR shall have no authority to contract for or on behalf of the STATE or to incur obligations on behalf of the STATE.

E. STATE Approval of All Third-Party Contracts. The STATE shall approve in writing all proposed third-party contract agreements, Memoranda of Understanding, Intergovernmental Agreements, or similar documents relating to the performance of this AGREEMENT prior to implementation. The CONTRACTOR agrees that it will not enter into any third-party contracts unless the same are approved in writing by the STATE. Any proposed amendments to such third-party contracts must be approved by the STATE prior to implementation.

57. Federal Prompt Payment and Return of Retainage.
    A. The Awarding Agency shall comply with 49 CFR Part 26.29 and ensure the contractor pay its subcontractors performing work satisfactorily completed related to this contract no later than seven (7) days after the contractor's receipt of payment for work from the Awarding Agency.
    B. Unless the approved project is for Construction, the contractor shall not hold retainage (withhold retention) from any subcontractor. The state shall not hold retainage from any contractor.
    C. If a dispute arises regarding Construction projects only, the contractor may exercise its rights under California Public Contract Code (PCC) Sections 10262 and 10262.5 or California Business and Professions Code (BPC) Section 7108.5, as applicable.
    D. The contractor is required to pay its subcontractors for satisfactory performance of work related to this Agreement no later than seven (7) days after the contractor's receipt of payment for that work from the State. In addition, the contractor is required to return any retainage payment to any subcontractor within seven (7) days after the subcontractor's work related to this Agreement is satisfactorily completed.

58. Narrowband Migration. The CONTRACTOR must comply with the Federal Communications Commission Public Notice DA09-2589 deadline for private land mobile radio services in the 150-174 MHz and 421-512 MHz bands which will migrate to narrowband (12.5 kHz or narrower) technology effective January 1, 2013.

59. Indemnification. Neither the STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CONTRACTOR and/or its agents under or in connection with any work, authority or jurisdiction conferred upon CONTRACTOR under this AGREEMENT. It is understood and agreed that CONTRACTOR and/or its agents shall fully defend, indemnify and save harmless the STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CONTRACTOR and/or its agents, employees, and representatives under this AGREEMENT.

60. DBE Forms Referenced Herein. Forms ADM-0312F and ADM-0227F that are named in Section 56 are maintained, used and supplied by the STATE. CONTRACTOR shall use and complete these forms as directed by the STATE. The STATE shall determine the schedule for reporting of required DBE information and the submittal of these DBE forms.

ARTICLE III
SPECIAL TERMS AND CONDITIONS

1. Purchase Order. Upon approval by the STATE of a procurement award, the CONTRACTOR (or procurement agent acting on CONTRACTOR's behalf) may issue a purchase order for the PROJECT. Each purchase order shall be consistent with the approved bid award listed in Exhibit A, be consistent with Billing and Payment instructions listed in Article I of this AGREEMENT and include a reference to the STATE's contract number as assigned to this AGREEMENT.

2. Disposition. The disposition of the PROJECT and any PROJECT-related equipment or property shall be made in accordance with 49 USC Chapter 53, the applicable Program Circular, and the SMP. Disposition requests are generally submitted through the STATE's EGM system.

3. Release of Title. While the STATE is lienholder of a vehicle, CONTRACTOR is obligated to provide periodic reporting as described in Article III, even if the PROJECT's ULS has been exceeded. When the ULS has been achieved, the STATE shall remain the lien holder for vehicles or equipment until all steps in the Disposition process described in the preceding section are completed. The STATE solely determines whether the ULS has been achieved. ULS requirements are enumerated in Article II. The STATE may base its determination upon PROJECT mileage, PROJECT age or a combination of both. Upon determining the ULS has been achieved, the STATE shall release title to the CONTRACTOR. CONTRACTOR shall keep either PROJECT or proceeds from the sale of PROJECT in its public transportation program.

4. Complementary Paratransit Service. Any CONTRACTOR providing complementary paratransit service, certifies that it submitted to the STATE an initial plan for compliance with the complementary paratransit service provision by January 26, 1992, as required by 49 CFR Part 37, and has provided the STATE annual updates to its plan, as required by 49 CFR Part 37 Section 139(j).

5. Reporting Requirements. The CONTRACTOR must submit the following reports. Reporting shall be submitted no later than the date set by the STATE and submitted in a format designated by the STATE. The STATE may require reports be submitted through its EGM system. Late, inaccurate or non-reporting may result in the withholding of reimbursements and/or grounds for termination of the PROJECT or of this AGREEMENT.
   A. Federal Funding Accountability and Transparency Act (FFATA) Reporting. CONTRACTOR on its own behalf and for any of its Subcontractors shall comply with the requirements of FFATA, as required by the FFATA Public Law 109-282, 31 U.S.C. 6101. If requested to do so by the STATE, CONTRACTOR shall submit required information by the date determined by the STATE to allow the STATE to timely fulfill its reporting obligations under FFATA.
   B. Milestone Reporting and Current Schedule. The CONTRACTOR shall submit an annual report of progress made on the PROJECT no later than thirty (30) days after the close of the annual federal reporting period of October 1 through September 30. Milestone Reports are due no later than October 30. The STATE collects information regarding current PROJECT schedule, contemplated schedule changes and the reasons for such changes.
   C. Final Reporting. The CONTRACTOR shall submit a final PROJECT report documenting final PROJECT costs. This report shall be in the format provided by the STATE, which may be available through the STATE's EGM system. For 5310 Program, this report shall include a narrative on PROJECT outcomes and a discussion of any program performance measures referenced in the APPLICATION.
   D. Program Specific Required Reports.
      1. 5311 Program (including 5311(f) and CMAQ) and 5339 Program: National Transit Data (NTD) Reporting. CONTRACTOR annually shall submit their NTD data in a timely manner as directed by the STATE. This requirement applies to all subrecipients that also receive FTA 5307 funds.
      2. 5311 Program Operating Assistance Projects: Drug and Alcohol Management Information System (DAMIS) Reporting. CONTRACTOR shall submit their DAMIS data annually, as required by FTA.
      3. 5310 Program Capital and Mobility Management Projects: Bi-Annual Reporting. The CONTRACTOR shall submit a Bi-Annual Report of vehicle/equipment usage, progress made on mobility management activities, or progress made on Local Procurement activities after each federal reporting period. The federal reporting periods run from October 1 through March 31; and from April 1 through September 30. Bi-Annual reports are due no later than April 30 and October 30 of each calendar year.
      4. 5310 Operating Assistance Reporting: Annual Reporting. The CONTRACTOR shall submit an annual report of

progress made on the PROJECT no later than thirty (30) days after the close of the annual federal reporting period of October 1 through September 30. Annual reports are due no later than October 30.

6. Liability Insurance. In addition to Article II Section 53 Insurance, the following provisions shall also apply.
   A. The CONTRACTOR is responsible for any deductible or self-insured retention contained within the insurance program.
   B. Coverage must be in force for the complete term of this AGREEMENT. If insurance expires during the term of the AGREEMENT, a new certificate must be received by the STATE at least ten (10) days after the expiration of this insurance. This new insurance must still meet the terms of this AGREEMENT.
   C. In the event CONTRACTOR fails to keep in effect at all times the specified insurance coverage, the STATE may, in addition to any other remedies it may have, terminate this AGREEMENT upon the occurrence of such event, subject to the provisions of the AGREEMENT.
   D. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the STATE.
   E. Public Agency or For-Profit CONTRACTORs. The following terms apply to all CONTRACTORs who are defined as a Public Agency or For-Profit entity, regardless if they are providing the service as the prime CONTRACTOR or subcontractor:
      1. Commercial General Liability, of which the liability limits shall be at least:
         a. $2,000,000 for each occurrence (combined single limit for bodily injury and property damage).
         b. $2,000,000 aggregate for products liability completed operations.
         c. $4,000,000 general aggregate. This general aggregate limit shall apply separately to the CONTRACTOR's work under this AGREEMENT.
         d. $15,000,000 umbrella or excess liability. For Projects over $25,000,000 only, an additional $10,000,000 umbrella or excess liability (for a total of $25,000,000). Umbrella or excess policy shall include products liability completed operations coverage and may be subject to $15,000,000 or $25,000,000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
      2. The STATE, including its officers, directors, agents, and employees, shall be named as additional insured under the Commercial General Liability policy with respect to liability arising out of or connected with work or operations performed by or on behalf of CONTRACTOR under this AGREEMENT.
      3. The policy shall stipulate that the insurance afforded the additional insured shall apply as primary insurance. Any other insurance or self-insurance maintained by the STATE will be excess only and shall not be called upon to contribute with this insurance.
   F. Non-Profit Agencies. The following terms apply to all CONTRACTORs who are defined as a non-profit agency, regardless if they are providing the service as the prime CONTRACTOR or subcontractor:
      1. Commercial General Liability, of which the liability limits shall be at least:
         a. $2,000,000 for each occurrence (combined single limit for bodily injury and property damage).
         b. $2,000,000 aggregate for products completed operations.
         c. $4,000,000 general aggregate. This general aggregate limit shall apply separately to the CONTRACTOR's work under this AGREEMENT.
         d. $5,000,000 umbrella or excess liability. For Projects over $25,000,000 only, an additional $10,000,000 umbrella or excess liability (for a total of $15,000,000). Umbrella or excess policy shall include products liability completed operations coverage and may be subject to $5,000,000 or $15,000,000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
      2. The STATE, including its officers, directors, agents, and employees, shall be named as additional insured under the Commercial General Liability policy with respect to liability arising out of or connected with work or operations performed by or on behalf of CONTRACTOR under this AGREEMENT.
      3. The policy shall stipulate that the insurance afforded the additional insured shall apply as primary insurance. Any other insurance or self-insurance maintained by the STATE will be excess only and shall not be called upon to contribute with this insurance.

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MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: October 21, 2025

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Accept the Resignation and Recognize the Service of Mike Guenther from the Water Agency Advisory Board (WAAB) as the District 2 Member, and John McCamman as the District 5 Member

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RECOMMENDATION AND JUSTIFICATION

Accept the Resignation and Recognize the Service of Mike Guenther from the Water Agency Advisory Board (WAAB) as the District 2 Member, and John McCamman as the District 5 Member.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Water Agency Advisory Board was created on September 20, 1977, by Mariposa County Water Agency Resolution Number 23. Per that Resolution, the Water Agency Advisory Board shall consist of five (5) members appointed, one from each Supervisor District by the sitting Supervisor and approved by the Board of Supervisors. Resolution 89-2 and Resolution 06-172 each added one at-large member for a total of two at-large members appointed and confirmed by the Board of Supervisors.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve; fail to recognize Mike Guenther and John McCamman for their years of service on the Water Agency Advisory Board.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **9-23-25 BOS ResignationLetter Mike Guenther_Redacted**
2. **WAAB Vacancy 9-24-2025 revised**
3. **9-9-2025 WAAB Resignation - McCamman, John**

VOTE RESULT

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

Drawings

Mike Guenther
ARTIST

[redacted]

Mike Guenther
[redacted]
September 23, 2025

Board of Supervisors, Mariposa County
Danielle Bondshu, Clerk of the Board
Walt "Sonny" Palmer, Vice Chairman, WAAB

Dear Mariposa County Supervisors, Clerk of the Board, and Vice Chairman, WAAB,

Please accept this as my official resignation as Representative for District 2 and current Chairman, from the Water Agency Advisory Board (WAAB). Effective September 23, 2025.

This was not an easy decision to make. I'm optimistic with time the WAAB can be an effective body if given the proper support, cooperation and communication necessary to accomplish its established goals.

I have worked with some extraordinary board members, supportive staff and involved community members during my short tenure. My gratitude and thanks to each of you.

At this time, I would just rather pursue my family relationships, friendships and other rewarding personal interests in my twilight time moving forward. I wish you all well. Good luck in your future endeavors.

Sincerely,

Mike Guenther

Mike Guenther
Chairman,
Water Agency Advisory Board

NOTICE OF VACANCIES

on the

WATER AGENCY ADVISORY BOARD

As of September 24, 2025, two vacancies exist on the Water Agency Advisory Board, one member representing Supervisorial District II and one representing Supervisorial District V.

Appointments shall be made as follows:

- One (1) member representing Supervisorial District II to fill an unexpired term ending 6-6-26
- One (1) member representing Supervisorial District V to fill a Vacant Three (3) year term

All subsequent appointments shall serve for a term of three (3) years from the date of appointment or reappointment. Terms of appointment shall commence immediately upon approval of the Water Agency Board of Directors.

The purpose of the Water Agency Advisory Board is to recommend to the Water Agency Board of Directors the terms of any loan to be considered; investigates any grant and makes recommendations to the Board of Directors of the Water Agency with respect to the MID Water Funds and FERC relicensing process and surface and ground water issues (see Mariposa County Water Agency Act (Chapter 2036, Statutes of 1959) as amended by Chapter 638, Statutes of 1977 for detailed information)

To apply:

Individuals interested in serving on the Water Agency Advisory Board should submit a completed application (available at the Clerk of the Board's office or www.mariposacounty.org/documentcenter/view/39675) to the Clerk of the Board, Post Office Box 784, Mariposa, California, 95338, or email to dbondshu@mariposacounty.org

Posted: 09/24/2025

cc:

Sept 9, 2025

TO: Board of Supervisors, Mariposa County

Danielle Bondshu, Clerk of the Board

Michael Guenther, Chairman, WAAB

FROM: John McCamman

SUBJECT: Resignation from the Water Agency Advisory Board (WAAB)

This is to formally resign my position representing District 5 on the Mariposa County Water Agency Advisory Board.

I appreciate the opportunity to have been of service.

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: October 21, 2025

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Re-Appoint Walt "Sonny" Palmer for an Additional Term to the Water Agency Advisory Board (WAAB) as the District 3 Member with a Term Expiring April 26th, 2028

RECOMMENDATION AND JUSTIFICATION

Re-Appoint Walt "Sonny" Palmer for an Additional Term to the Water Agency Advisory Board (WAAB) as the District 3 Member with a Term Expiring April 26th, 2028.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Water Agency Advisory Board was created on September 20, 1977, by Mariposa County Water Agency Resolution Number 23. Per that Resolution, the Water Agency Advisory Board shall consist of five (5) members appointed, one from each Supervisor District by the sitting Supervisor and approved by the Board of Supervisors. Resolution 89-2 and Resolution 06-172 each added one at-large member for a total of two at-large members appointed and confirmed by the Board of Supervisors

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve; there will be a vacancy on the Water Agency Advisory Board.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Water Agency Application - Palmer, Walt (Sonny) - Redacted**
2. **WA 77-23**
3. **WA 89-2**
4. **WA 06-172**

VOTE RESULT

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

County of Mariposa

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

(209) 966-3222

Application for Appointment to Mariposa County
BOARDS, COMMISSIONS AND COMMITTEES

http://www.mariposacounty.org/index.aspx?NID=119

Name of Board, Commission or Committee for which you are applying: WATER AGENCY ADVISORY BOARD

Supervisorial District in which you Reside: 3

Length of Residency in the County: 64 YRS

INSTRUCTIONS

Completely fill out this form, sign and return to:

Clerk of the Board
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

First Name: WALT

Last Name: PALMER JR

[redacted]

Are you Over 18 Years of Age: YES

Employment Status: Employed

Employer's Name: SELF

[redacted]

Please explain why you wish to serve on this Board/Commission/Committee:

INTERESTED IN WATER

Please list prior/current appointments to other Boards/Commissions/Committees:

WATER BOARD

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

List any information regarding experience, training and/or education that you feel qualifies you for this position:

YEARS ON WATER board

Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission?

If Yes, please explain:

NO

Resumé Attached:	Time(s) you have available to attend meetings (days, evenings, etc.):	Do you have transportation?
NO	MOST ANY TIME	YES

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

I certify that the above information is true and correct, and I authorize the verification of the information in this application in the event I am a finalist for the appointment.

Dated: 10-9-25 Signature: [signature]

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

RESOLUTION NO. 23

A RESOLUTION IMPLEMENTING SECTION 7(b)
OF THE MARIPOSA COUNTY WATER AGENCY ACT
(CHAPTER 2036 OF THE STATUES OF 1959) AS AMENDED
BY ASSEMBLY BILL NO. 173 IN THE 1977 SESSION OF THE LEGISLATURE

RESOLVED by the Board of Directors of the Mariposa County Water Agency, that

WHEREAS, Section 7(b) of the Mariposa County Water Agency Act (Chapter 2036 of the Statutes of 1959) as amended by Assembly Bill No. 173 in the 1977 session of the Legislature provides for the creation of an Advisory Board to better fulfill the purposes of the County Water Agency Act; and

WHEREAS, the title, number of members, and powers and duties of said advisory body are to be prescribed by the Board of Directors of the Mariposa County Water Agency.

NOW, THEREFORE, BE IT RESOLVED that the Mariposa County Water Agency Advisory Board is hereby created subject to the following terms, rules, and procedures:

1. Creation of Advisory Board

A County Water Agency Advisory Board is established. The Advisory Board shall be titled "the County Water Agency Advisory Board" and shall consist of five (5) members appointed by the Board of Supervisors of the County of Mariposa; each Supervisor shall have the power of appointment of a duly qualified elector of the Supervisorial District represented by each Supervisor.

2. Term of Office

The members of the Advisory Board shall serve the following terms: One member shall be appointed for a term of one (1) year; two members shall be appointed for a term of two (2)

years; two members shall be appointed for a term of three (3) years. Following the expiration of the initial appointments, the term of office of each member is three (3) years. Each member serves until his successor is appointed or qualified.

3. Removal or Vacancy

A member of the Advisory Board may be removed by a majority vote of the Board of Supervisors. A vacancy is filled in the same manner as the original appointment. A person appointed to fill a vacancy serves for the remainder of the unexpired term.

4. Qualifications

Each member of the Advisory Board shall be a qualified elector of the County.

5. Absence from Meeting

If a member of the Advisory Board is absent without cause from three successive regular meetings of the Advisory Board, the office become vacant automatically. The Advisory Board shall immediately notify the Board of Supervisors of the vacancy.

A member is not absent without cause if his absence is (1) due to illness or (2) unavoidable and the member either prior to, or within 48 hours after the meeting gives the secretary of the Advisory Board written notice that he will be absent and giving the reason for the absence.

6. Meetings

a. Regular Meeting Place

The regular meeting place of the Advisory Board shall be at the Board of Supervisors meeting room, Courthouse, Mariposa, California.

///

b. Regular Meetings

Meetings of the Advisory Board during the year shall be held on the call of the Chairman of the County Water Agency.

c. Adjourned Meetings; Special Meetings

Adjourned meetings and special meetings shall be held in accordance with the Ralph M. Brown Act, Government Code §§54950-54961.

7. Compensation

Members of the Advisory Board shall not be entitled to receive compensation, but may be paid actual, reasonable, and necessary travel and other expenses incurred by them in attending meetings or while engaged in official business of the Advisory Board.

8. Appointment of Chairman, Vice Chairman, and Secretary

The Advisory Board shall elect a Chairman and Vice Chairman from among its members. The Chairman and Vice Chairman serve for a term of one (1) year and until the successor of each is appointed and qualified. The Water Agency Board of Directors shall appoint a secretary who need not be a member of the Advisory Board.

9. Duties and Powers of the Advisory Board

In addition to the duties, rights, and powers imposed by the Mariposa County Water Agency Act, the Advisory Board shall perform the duties and has the rights, powers, and privileges provided by ordinance or resolution of the Board of Supervisors and by direction and resolution of the Board of Directors of the County Water Agency.

10. Quorum

Three (3) members of the Advisory Board constitutes a quorum for the transaction of business.

11. Duties of Officers of the Advisory Board

a. Chairman

The Chairman shall preside at all meetings of the Advisory Board, and shall appoint all committees and shall perform all the duties necessary or incidental to the office.

b. Vice Chairman

The Vice Chairman is Chairman in the absence or inability of the Chairman to act.

c. Secretary

The Secretary shall keep minutes of each meeting and shall record each hearing and official action. On all official actions upon which a vote is taken, the Secretary shall take the vote by roll call vote in alphabetical order with the Chairman voting last. The Secretary shall examine incoming mail for proper referral and answer correspondence for the Advisory Board. The Secretary shall maintain records of operations and shall perform such other duties as the Advisory Board may assign.

PASSED AND ADOPTED by the Board of Directors of the Mariposa County Water Agency this 20th day of September, 1977, by the following vote:

AYES: Long, Clark, Owings, Dalton

NOES: None

NOT VOTING: None

ABSENT: Walton

///

FRANK L. LONG, JR., CHAIRMAN
BOARD OF DIRECTORS
MARIPOSA COUNTY WATER AGENCY

ATTEST:

ELLEN BRONSON, COUNTY CLERK AND
EX OFFICIO CLERK OF THE MARIPOSA
COUNTY WATER AGENCY

DEPUTY COUNTY CLERK

MARIPOSA COUNTY WATER AGENCY RESOLUTION No. 89-2

A RESOLUTION AMENDING RESOLUTION NO. 23
PASSED BY THE WATER AGENCY ON SEPTEMBER 20, 1977
RELATIVE TO ADDING AN ADVISORY BOARD MEMBER-AT-LARGE

WHEREAS, the Board of Directors of the Mariposa County Water Agency desires to add an at-large member to the Advisory Board;

NOW THEREFORE, Resolution No. 23 is hereby amended to incorporate that language into said Resolution to read in its entirety as follows:

COUNTY WATER AGENCY ADVISORY BOARD

1. Creation of Advisory Board

A County Water Agency Advisory Board is established. The Advisory Board shall be titled "the County Water Agency Advisory Board" shall consist of six (6) members appointed by the Board of Supervisors of the County of Mariposa; each Supervisor shall have the power of appointment of a duly qualified elector of the Supervisorial District represented by each Supervisors, and there shall be one member appointed by the Board of Supervisors to serve as a member-at-large to serve a three (3) year term.

2. Term of Office

The members of the Advisory Board shall serve the following terms: One member shall be appointed for a term of one (1) year; two members shall be appointed for a term of two (2) years; two members shall be appointed for a term of three (3) years. Following the expiration of the initial appoints, the term of office of each member is three (3) years. Each member serves until his successor is appointed or qualified.

3. Removal or Vacancy

A member of the Advisory Board may be removed by a majority vote of the Board of Supervisors. A vacancy is filled in the same manner as the original appointment. A person appointed to fill a vacancy serves for the remainder of the unexpired term.

4. Qualifications

Each member of the Advisory Board shall be a qualified elector of the County.

5. Absence from Meeting

If a member of the Advisory Board is absent without cause from three successive regular meetings of the Advisory board, the office becomes vacant automatically. The Advisory Board shall immediately notify the Board of Supervisors of the vacancy.

A member is not absent without cause if his absence is (1) due to illness or (2) unavoidable and the member either prior to, or within 48 hours after the meeting gives the secretary of the Advisory Board written notice that he will be absent and giving the reason for the absence.

6. Meetings

a. Regular Meeting Place

The regular meeting place of the Advisory Board shall be at the Board of Supervisors meeting room, Courthouse, Mariposa, California.

b. Regular Meetings

Meetings of the Advisory Board during the year shall be held on the call of the Chairman of the County Water Agency.

c. Adjourned Meetings; Special Meetings

Adjourned meetings and special meetings shall be held in accordance with the Ralph M. Brown Act, Government Code Sections 54950-54961 as may be amended from time to time.

7. Compensation

Members of the Advisory Board shall not be entitled to receive compensation, but may be paid actual, reasonable, and necessary travel and other expenses incurred by them in attending meetings or while engaged in official business of the Advisory Board.

8. Appoint of Chairman, Vice Chairman, and Secretary

The Advisory Board shall elect a Chairman and Vice Chairman from among its members. The Chairman and Vice Chairman serve for a term of one (1) year and until the successor of each is appointed and qualified. The Water Agency Board of Directors shall appoint a secretary who need not be a member of the Advisory Board.

9. Duties and Powers of the Advisory Board

a. Chairman

The Chairman shall preside at all meetings of the Advisory Board, and shall appoint all committees and shall perform all the duties necessary or incidental to the office.

b. Vice Chairman

The Vice Chairman is Chairman in the absence or inability of the Chairman to act.

c. Secretary

The Secretary shall keep minutes of each meeting and shall record each hearing and official action. On all official actions upon which a vote is taken, the Secretary shall take the vote by roll call vote in alphabetical order with the Chairman voting last. The Secretary shall examine incoming mail for proper referral and answer correspondence for the Advisory Board. The secretary shall maintain records of operations and shall perform such other duties as the Advisory Board may assign.

PASSED AND ADOPTED by the Board of Directors of the Mariposa County Water Agency this 17th day of January, 1989, by the following vote:

AYES:	BAGGETT, PUNTE, ERICKSON, RADANOVICH, TABER
NOES:	NONE
ABSENT:	NONE
ABSTAINED:	NONE

ARTHER G. BAGGETT, Jr., Chairman
Mariposa County Water Agency
Board of Directors

ATTEST:

MARGIE WILLIAMS
Clerk of the Board

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

JEFFREY G. GREEN
County Counsel

MARIPOSA COUNTY BOARD OF SUPERVISORS | **AGENDA ACTION FORM** | **DATE**: May 9, 2006 AGENDA ITEM NO. CA-3

DEPARTMENT: Public Works/Admin

BY: Dana Hertfelder
PHONE: 966-5356

RECOMMENDED ACTION AND JUSTIFICATION:

Amend Resolution 89-2 Revising the Composition of the Water Agency Advisory Board to add one Additional At-Large Member

Amend resolution so that the advisory board may be expanded by adding an additional At-Large member. It is recommended that the Board appoint this representative from the pool of recent applicants and any additional applicants in accordance with the requirements of the Maddy Act.

The Water Agency Advisory Board presently consists of six voting members. Five members were selected by the Supervisor representing each of the five supervisorial district; the sixth member is an At-Large member selected by the Board of Supervisors.

As a result of a recent discussion with the Board, staff was instructed to return with a request to revise the structure of the advisory board to add one additional At-Large member for a total of seven members.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The purpose of the Water Agency Advisory Board is to recommend to Water Agency Board of Directors the terms of any loan to be considered; investigates any grant and makes recommendations to the Board of Directors of the Water Agency with respect to the MID Water Funds.

On March 28, 2006 the Board appointed new advisory board members from an excellent pool of applicants.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
N/A

Financial Impact? ( ) Yes ( ) No Current FY Cost: $ Annual Recurring Cost: $
Budgeted In Current FY? (X) Yes ( ) No ( ) Partially Funded
Amount in Budget: $
Additional Funding Needed: $
Source:
Internal Transfer
Unanticipated Revenue 4/5's vote
Transfer Between Funds 4/5's vote
Contingency 4/5's vote
( ) General ( ) Other

List Attachments, number pages consecutively
1. Resolution No. 89-2

CLERK'S USE ONLY:
Res. No. 06-172 Ord. No. _____
Vote – Ayes: 5 Noes: _____
Absent: _____
(X) Approved
( ) Minute Order Attached ( ) No Action Necessary

The foregoing instrument is a correct copy of the original on file in this office.
Date: _____
Attest: MARGIE WILLIAMS, Clerk of the Board
County of Mariposa, State of California
By: _____

COUNTY ADMINISTRATIVE OFFICER:
(X) Requested Action Recommended
( ) No Opinion
Comments:

CAO: _____

Revised Dec. 2002

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: October 21, 2025

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor

RE: **CLOSED SESSION:** Public Employee Performance Evaluation: Position of Employee Under Review: Clerk of the Board (Government Code Section 54954.5)

RECOMMENDATION AND JUSTIFICATION

CLOSED SESSION: Public Employee Performance Evaluation: Position of Employee Under Review: Clerk of the Board (Government Code Section 54954.5).

[ ] CONFERENCE WITH LEGAL COUNSEL:

[ ] Existing Litigation:
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] Anticipated Litigation
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization:
Name of County Designated Representative:
Title(s) of unrepresented individuals with whom negotiations are being conducted:

[ ] PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:
(Government Code Section 54957 (b) (1))

[X] PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Position of employee under review: Clerk of the Board (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: October 21, 2025

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor

RE: **CLOSED SESSION:** Public Employee Performance Evaluation: Position of Employee Under Review: County Administrative Officer (Government Code Section 54954.5)

RECOMMENDATION AND JUSTIFICATION

CLOSED SESSION: Public Employee Performance Evaluation: Position of Employee Under Review: County Administrative Officer (Government Code Section 54954.5).

[ ] CONFERENCE WITH LEGAL COUNSEL:

[ ] Existing Litigation:
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] Anticipated Litigation
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization:
Name of County Designated Representative:
Title(s) of unrepresented individuals with whom negotiations are being conducted:

[ ] PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:
(Government Code Section 54957 (b) (1))

[X] PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Position of employee under review: County Administrative Officer (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: October 21, 2025

TO: The Board of Supervisors

FROM: Kevin Briggs, Acting County Counsel

RE: **CLOSED SESSION:** Conference With Real Property Negotiator: Description of Real Property: Property Located at 5130 Bullion Street, Mariposa, CA 95338, Formally Known as Assessor Parcel Number 013-081-012, Owner: Ellen McDonald, Agency negotiator: Joe Lynch, County Administrative Officer

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RECOMMENDATION AND JUSTIFICATION

CLOSED SESSION: Conference With Real Property Negotiator: Description of Real Property: Property Located at 5130 Bullion Street, Mariposa, CA 95338, Formally Known as Assessor Parcel Number 013-081-012, Owner: Ellen McDonald, Agency negotiator: 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: Property located at 5130 Bullion Street, Mariposa, CA 95338, formally known as Assessor Parcel Number 013-081-012.

Current owner: Ellen McDonald

Agency negotiator: Joe Lynch

Closed session will concern: (X) 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