Mariposa County

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

BOARD OF SUPERVISORS
ACTION SUMMARY MINUTES
NOVEMBER 4, 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

Teresa Johnson/Board of Directors: John C. Fremont introduced the new Chief Executive Officer, Stacey Kuzack, who noted she is very excited to be here and to serve the community.

Ryan Oliphant/Chief Probation Officer, introduced Monica Guerrero as a new probation officer. Ms. Guerrero has been part of this community since 2003 and is excited to serve it.

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

Chair Smallcombe read the consent note.

Public comment was received by Walter Wall/District Attorney, who commented on CA.5 and CA. 12, noting that for CA. 5, they received notice that their Deputy DA would be leaving for Butte County. He thanked the CAO. He then commented on CA. 12, gave the Clerk of the Board a Handout, and noted that the issues the

Victims' Witness were resolved. In response to Chair Smallcombe, Mr. Wall noted they would be restarting the program.

Mike Brusa/Resident commented on CA. 1 and CA. 2; he noted he had formerly commented on this and discussed liability. He noted in terms of CA. 1, this permanent emergency, and expressed that he felt it was absurd and inappropriate. He noted they haven't discussed it and continue to approve it. He then noted that there is an insurance emergency, and they haven't adopted it. He then discussed CA. 2, noting that the Fix Our Forest Act is absurd. He noted that it motivated the government to continue controlling the forest, and that it has gotten worse.

Marvin Wells/Resident commented on CA.4 and also gave each Board member a hat.

Sydney Forga/Health and Human Services Agency commented on CA 14, 15, and 16, giving statistics for each and stating their importance to the community.

Monica Neilsen/Agricultural Commissioner commented on CA. 3, noting this has been budgeted.

Supervisor Menetrey commented on CA. 16, noting there are more than 1600 veterans in our community.

Supervisor Toso recognized the veterans and their families, noting that the families also pay a price. She expressed her compassion and support. She thanked her son-in-law, Cody Haines, for his multiple deployments in the Navy.

Supervisor Poe noted that he has a long family history of military service. He noted that the things these folks go through are unfathomable.

Chair Smallcombe acknowledged CA. 16 and acknowledged the other proclamations, noting all three of these groups are characterized by their service for one another.

Supervisor Kiser spoke to CA. 15, noting that these things sometimes go together. She stated she is very fortunate to have the IHSS team and that it was a pleasure to have available resources. She noted she was grateful.

Chair Smallcombe commented on CA. 20, asking Shannon Hansen/Director of Public Works, to speak. Director Hansen noted this was an emergency, which we are well aware of. She noted back in February that they had been fighting an existing well. She stated that since it was a Fire Station, they brought an item to declare an emergency. She noted it took time to find a viable well, but they are now back online.

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

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA3. **Administration**

Approve the Allocation Change of the Senior Agriculture and Standards Inspector to an Agriculture and Standards Inspector I/II/III in the Agricultural Commissioner Department, Effective Immediately

CA4. **Administration**

Approve the Sheriff's Evidence Technician Classification Revision to a Flexible Classification for the Mariposa County Sheriff's Department, and Set the Annual Salary Range of $49,874.23 to $70,261.41, Effective November 1, 2025

CA5. **Administration**

Approve the Overfill of the Deputy District Attorney I/II in the District Attorney's Office, Effective Immediately

CA6. **Administration**

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

CA7. **Clerk of the Board**

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

CA8. **Clerk of the Board**

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

CA9. **Clerk of the Board**

Receive the List of Software as Service License Agreements Entered into by the County Administrative Officer (Purchasing Agent) Pursuant to Resolution 22-116 Entered Into, Received, and Processed in September 2025

CA10. **Clerk of the Board**

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

CA11. **County Counsel**

Approve an Agreement with Wanger Jones Helsley PC to Provide Legal Services to the County of Mariposa and its Officials and Employees for Tellez v. County of Mariposa; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA12. **District Attorney**

Approve the Submittal of the Victim Witness Assistance (VW) Program Grant Application to Support Victim Witness Services in Mariposa County; Approve the Grant Agreement if Awarded; and

Authorize the District Attorney to Sign the Grant Agreement (Subject to Approval as to Legal Form by County Counsel)

CA13. **Health and Human Services Agency**

Accept Grant Award from the Board of State and Community Corrections (BSCC) in an Amount Not to Exceed $13,135; Authorize the Board of Supervisors Chair to Sign the Grant Agreement; and Approve Budget Action Increasing Revenue and Appropriations in the Health and Human Services Agency (HHSA) Budget to Implement the Grant ($13,135) (4/5ths Vote Required)

CA14. **Health and Human Services Agency**

Proclaim the Month of November, 2025, as "Adoption Awareness Month"

CA15. **Health and Human Services Agency**

Proclaim the Month of November, 2025, as "Family Caregivers and In-Home Care Providers Month"

CA16. **Health and Human Services Agency**

Proclaim the Month of November, 2025, as "Veterans and Military Families Month"

CA17. **Health and Human Services Agency**

Approve Third Amendment with The Building Design Group, Inc., Increasing the Amount by $6,950, for a New Amount Not to Exceed $141,641, for Additional Costs for Soils and Geotechnical Report Consultant Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA18. **Health and Human Services Agency**

Approve a Memorandum of Understanding (MOU) with John C Fremont (JCF) Healthcare District for Security Services; and Authorize the Board of Supervisors Chair to Sign the MOU

CA19. **Planning**

Approve Third Amendment with J.B. Anderson Land Use Planning, Inc., Extending the Term of Agreement to June 30, 2027, and Increasing the Amount by $19,718 for a New Amount Not to Exceed $76,718, for Contract Planning Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA20. **Public Works**

Approve a Change Order with Yosemite Falls, Inc. in an Amount of $78,820.43 for the Emergency Well Work at the Midpines Fire Station; and Authorize the Board of Supervisors Chair to Sign the Change Order

E. Items removed from Consent Agenda

CA2. **Administration**

Ratify a Letter of Support for the Fix Our Forests Act (FoFA)

Supervisor Poe had this item pulled from the consent agenda for further discussion. He noted that big government can be detrimental. He noted he has followed the amount of money.

Board discussion ensued.

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

F. Departmental Presentation

Walter Wall/ District Attorney noted five years ago today, he was preparing for the Popke trial. He noted his wife got a call from the Tahoe ski slopes, and his son had broken his neck. He noted he was in the Navy for dentistry. He then discussed his son's recovery and noted his son had just finished writing a book that was now available. He ended by noting that good can come out of ugliness.

Jeremy Briese/Sheriff highlighted his team, stating they were performing at a high-caliber level. He noted the teamwork and how they effectively get things done. He then highlighted the volunteers, noting an incident on October 19th in which Search and Rescue was deployed. He then discussed SCOPE and Posse. He also highlighted the Sheriff's Foundation and the contributions they are making to the Sheriff's Office and the community.

Joe Lynch/County Administrative Officer, noted the Government Shutdown vote did not pass, and the federal government was still closed. He noted funds were made available to pay $4.9 Billion for snap benefits.

Sydney Forga spoke of SNAP and CalFresh, noting 60% of the recipients are children and seniors. She noted these are our neighbors. She noted that, at the local level, they had been able to convene the food insecurity group. She noted they are working to share resources and distribute food. She noted that while the County administers the programs, they have no authority to supplement the funds, and doing so could jeopardize future funding. She noted they would continue to share updates and resources.

Jonathan Farrington/Tourism Bureau noted the bad news with the continuation of the government shutdown. He noted the park is operating very well. He then gave the Board statistics, noting that three-month occupancy is down to 71.8%, while rates are up.

10:09 AM Malena Palmer/Deputy Clerk stepped in as Clerk.

Mr. Farrington then discussed international and domestic travel.

G. Public Comment on Non-Agenda Items

Public comment was received by Jeanne-Anne Pine/Resident who noted that six months ago she mentioned Kratom to the Board. She noted she hopes Mariposa can follow the suit of other Counties and ban kratom. She noted she hoped it would become illegal in California. She then pivoted, noting it has been 11 months since the last conversation on the SPCA and Animal Control (ACO). She asked if the research on the lease had been completed. She noted individuals have found beautiful and wonderful dogs, but the SPCA would not

take them, so they must go to ACO. She noted it was a shame that the SPCA could not have a partnership. She asked if what they are doing that warrants free rent? She then discussed the current state of the government, noting that all of us need to ensure our seniors and veterans are getting the assistance they need. She ended by noting that KRYZ radio is doing a 30-and-under show by a woman who is rallying young people to get into public service.

10:19 AM Danielle Bondshu stepped back in as clerk, and Malena Palmer stepped away.

Sydney Forga noted that an automated message would be sent out for individuals who need resources.

Joe Lynch noted HHSA was preparing an item on the topic of Kratom and noted that on 11/18, he would give a full update.

Marvin Wells/Resident noted he graduated from high school in 1951. He noted there were only 48 states then. He stated he was drafted in December to report on 01/03/1952. He noted the draft notice was given to him by his grandfather. He and three of his buddies were sworn in, two of whom are in Arlington; the other, who was a fighter pilot, was hit by gunfire and died two years later from his injuries. He noted it is difficult for veterans to return home and reincorporate with individuals who were not in the military. He noted he is asking the Board to wear the caps he has given them on Monday and Tuesday of the upcoming week to honor veterans. He ended by noting he hoped everyone had a wonderful day and blessed them.

Adam McLane/Farm at Worman Hill thanked the Board for CA.3, noting they had converted their stand to a food pantry and had served roughly 100 people. He noted it have been a lot of furlough workers. He asked that the Board consider being more proactive and explore what else they can do to support others. He noted mouths are hungry. He asked if it was possible to rent a refrigerator truck? He noted this could last 10, 30, or even 60 more days, and he feels the County should think ahead.

In response to Mr. McLane, Chair Smallcombe noted they are there, and noted that if he sees deficiencies, he should reach out to Ms. Forga, as our staff is working hard. Mr. Lynch further noted that our local non-profits are more agile in these situations.

Jonathan Noel/Resident commented on the Grizzlies football. He talked about their stats, senior night, etc., then noted they should go out, and the community should go out to support them.

Mike Brusa noted he started commenting because of “we the people.” He noted the government can’t respond to situations and is Munchausen’s by proxy. He noted “we” (the government) create illness in people and then swoop in to save them. He noted that inflation is due to the government. He noted that nothing but nonsense would come out of the wildfire committee (item on the consent agenda).

1. **Clerk of the Board**

Public Comments Received Via Email for the November 4th, 2025, meeting

RESULT: INFORMATION RECEIVED

H. Board Information

Information received.

I. Regular Agenda Items

1. **Planning**

PUBLIC HEARING: Approve the Closeout of the Community Development Block Grant (CDBG) Agreement #21-CDBG-ED-10006 for the Childcare Feasibility Study; and Authorize the Board of Supervisors Chair to Sign the Closeout Documents

Will Fassett/Planner, gave the staff report.

Public comment was received by Ben Goger/Senior Planner, who gave a big thanks to many who helped get this going.

Mike Brusa commented on fertility issues and people not having kids. He then discussed that the government should not offer any services; it is a coercive monopoly. He noted these programs are not sustainable. He noted he adopted three children and raised them without help from anyone. He noted government takes money from those who earn it.

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

2. **Planning**

PUBLIC HEARING: Resolution to Adopt a Mitigated Negative Declaration with a Mitigation, Monitoring, and Reporting Program and Approve the Design Documents for the Mariposa Creek Parkway Hillside Trails Project (SCH: 2025091254), Mariposa County Owner, Assessor Parcel Numbers: 012-140-034, 012-143-007, 012-143-008, 012-140-039, 013-190-008, 012-130-028, and 012-130-016

Ben Goger and Hannah Harrison/Planner gave a PowerPoint presentation.

Public comment was received by Bridgett Fifthian/Executive Director of the Sierra Foothill Conservancy, who noted they are the primary partners. She noted this was a great moment in seeing the realization of the master plan, and moving into implementation is a different plan of work. She noted that the county has done a great job of forging a public-private partnership. She noted they encouraged the Board to approve this item. She noted there is funding through Prop. 4. She ended by noting this could be a major attraction to visiting individuals.

June McQuarrie/Resident noted this is inspiring. She noted she is a resident and spoke in support of the project, feeling the hillside project could soon become a point of pride for residents. She noted the hillside trails will create another beautiful connecting place.

Jeanne-Anne Pine noted she is impressed and happy that we have come this far. She noted she used to hike a lot and is looking forward to sharing this with them. She stated that residents will use it frequently and that it will bring many people here. She ended by noting that it is using natural resources.

Derek Heeley/Arts Council noted they do a lot of programming for local students, having this expansion and building out more programming. He noted that having more places is only a benefit.

Marilyn Saunders/Resident noted she is concerned about economic development, and is very supportive of that effort. She noted she wanted to acknowledge the Fiske property.

Nancy Fluharty/Deputy Director of Sierra Foothill noted she is proud to be a part of this team. She noted she has a good core group of friends who live in Auburn, and she thinks that could be a vision for Mariposa. She noted that, as a mom, she grew up here, came back, and found that the asset she was able to bring her children was a connection to the natural world. She noted that her kids are grubby, rough-and-tumble, and that it has given them grit to fall back on. She noted that she chose to raise her children here and emphasized the importance of knowing how to use one's senses. She noted she feels her kids are lucky to have grown up here.

Michael Pickard/Sierra Nevada Conservancy noted they have been working for a long time on this item. He noted that it offers the potential for greater tourism, and this is a win-win-win. He noted the County has been an amazing partner, and this project has been going smoothly. He noted he sees this as a benefit and urges the Board's approval.

Board discussion ensued.

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

J. Adjournment

11:33 AM Chair Smallcombe adjourned in memory of Keith Bauman, Jean Kampff, and Silvia Winowiski.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-435

MEETING: November 4, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

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

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RECOMMENDATION AND JUSTIFICATION

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County.

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

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

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

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

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

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

None

VOTE RESULT

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-447

MEETING: November 4, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Ratify a Letter of Support for the Fix Our Forests Act (FoFA)

RECOMMENDATION AND JUSTIFICATION

Ratify a Letter of Support for the Fix Our Forests Act (FoFA).

The Fix our Forests Act (FOFA) proposes a comprehensive approach that establishes the Wildfire Intelligence Center which would streamline the federal response and create a whole-of-government approach to combating wildfires. It would create a single interagency program to help communities in the wildland-urban interface build and retrofit with wildfire-resistant measures, while simplifying and consolidating grant applications. Additionally, FOFA would improve reforestation, seedling supply, and nursery capacity by establishing new programs for white oak restoration and clarifying policies to reduce wildfirerelated litigation and expedite forest health treatments.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has ratified similar letters in the past when they fall under the scope of the active legislative platform adopted by the Board of Supervisors.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not ratify; fail to support an act that would combat catastrophic wildfires, restore forest ecosystems, and make federal forest management more efficient and responsive.

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

1. Letter of Support - Fix our Forest Act - 10212025

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 IV Supervisor Kiser

Mariposa County Board of Supervisors

District 1 ... ROSEMARIE SMALLCOMBE
District 2 ..... SHANNON POE
District 3 ..... DANETTE TOSO
District 4 ..... JENNI KISER
District 5 ..... MILES MENETREY

JOE LYNCH
County Administrative Officer

DANIELLE BONDSHU
Clerk of the Board

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October 21st, 2025

The Honorable Alex Padilla
United States Senate
Washington, DC 20510

Re: Support for the Fix Our Forests Act (FoFA)

Dear Senator Padilla,

On behalf of the County of Mariposa, I write in support of the Senate version of the *Fix our Forests Act* (FOFA) to combat catastrophic wildfires, restore forest ecosystems, and make federal forest management more efficient and responsive.

As you may know, the American West has long been prone to wildfires, but prolonged drought and the buildup of dry fuels have increasingly intensified fires and extended fire seasons. Wildfires today are more catastrophic — growing larger, spreading faster, and burning more land than ever before. Nationwide, total acres burned rose dramatically from 2.7 million in 2023 to nearly 9 million in 2024, a 231 percent increase.

This escalating trend is evident in California, which averages more than 7,500 wildfires a year. Excluding the recent Los Angeles fires, 6 of the top 10 most destructive fires, 3 of the top 5 deadliest fires, and all the state's 9 largest fires have burned since 2017. The current trajectory is unsustainable, and addressing the scale of the crisis is essential to ensure the safety of our communities.

In addition to the immediate threats to lives and property, wildfires release carbon dioxide and other greenhouse gas emissions that accelerate climate change. California's 2020 fire season, the worst on record, emitted enough greenhouse gases to erase nearly two decades of progress on emissions reductions in California. Addressing this wildfire emergency is critical to ensuring that our climate progress is not undermined by the devastating impacts of these fires.

Given this urgency, we believe the *Fix our Forests Act* (FOFA) proposes a comprehensive approach that establishes the **Wildfire Intelligence Center** which would streamline the federal response and create a whole-of-government approach to combating wildfires. It would **create a single interagency program to help communities in the wildland-urban interface** build and retrofit with wildfire-resistant measures, while simplifying and consolidating grant applications. Additionally, FOFA would i**mprove reforestation, seedling supply, and nursery capacity** by establishing new programs for white oak restoration and clarifying policies to reduce wildfire-related litigation and expedite forest health treatments.

Mariposa County - - An Equal Opportunity Employer

We appreciate your leadership in introducing this critical legislation and look forward to working with you to protect our communities and the environment from increasingly destructive wildfires. Thank you for supporting this bipartisan effort to improve the health of our forests.

Sincerely,

Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-436

MEETING: November 4, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve the Allocation Change of the Senior Agriculture and Standards Inspector to an Agriculture and Standards Inspector I/II/III in the Agricultural Commissioner Department, Effective Immediately

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RECOMMENDATION AND JUSTIFICATION

Approve the Allocation Change of the Senior Agriculture and Standards Inspector to an Agriculture and Standards Inspector I/II/III in the Agricultural Commissioner Department, Effective Immediately.

Underfilling this position is a strategic decision based on current operational, budgetary, and talent availability considerations. Hiring at a lower level allows the department to secure a qualified candidate and avoid a prolonged vacancy. This is a temporary adjustment to accommodate staff qualifications at this time. When a staff member completes the certification process necessary for Senior Agriculture and Standards Inspector eligibility, we will return to the Board to restore the Senior position.

In addition, this change will achieve cost savings during the underfill period and provide the candidate an opportunity to grow into the position, while maintaining service delivery.

BACKGROUND AND HISTORY OF BOARD ACTIONS

It is typical of the Board to review and approve allocation changes.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and the allocation will remain the same.

FINANCIAL IMPACT

Reallocation of the Senior Agricultural and Standards Inspector classification to the Agricultural and Standards Inspector I/II/III classification will result in salary savings for the general fund for FY 25/26.

ATTACHMENTS

None

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District III Supervisor Danette Toso

SECONDER: District II Supervisor Shannon Poe

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-437

MEETING: November 4, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve the Sheriff's Evidence Technician Classification Revision to a Flexible Classification for the Mariposa County Sheriff's Department, and Set the Annual Salary Range of $49,874.23 to $70,261.41, Effective November 1, 2025

RECOMMENDATION AND JUSTIFICATION

Approve the Sheriff's Evidence Technician Classification Revision to a Flexible Classification for the Mariposa County Sheriff's Department, and Set the Annual Salary Range of $49,874.23 to $70,261.41, Effective November 1, 2025.

The Sheriff's Evidence Technician classification has functioned as a singular level classification since its inception in April of 2004. As an important function of the department and a function that has become more technical over time, the need to create a second level has become apparent. By adding the advanced level, the Sheriff's Office will be more equipped to retain incumbents and have a true development pathway while furthering job-specific training, such as the Police Officer Standards and Training (P.O.S.T.) Evidence and Property Management certificate, for the higher level. The P.O.S.T. Evidence and Property Management Certificate enhances the efficiency and knowledge of evidence/property management. The training is expected to result in cost savings for times when out-of-county personnel are required to gather crime scene evidence.

The classification was also updated to ensure the positions' functions and descriptive elements are accurate, as well as the addition of minimum qualification substitution language and reasonable accommodation text placed in all updated and new classifications. A comparison of Mariposa County's selected comparison counties showed the current level one (1) hourly salary is below.

Counties	Titles (Level one(I) Comps)	Min	Mid	Max
Madera County	Property & Evidence Technician	$ 51,209.60	$ 57,095.47	$ 62,981.34
Glenn County	Evidence Technician	$ 43,305.60	$ 47,975.20	$ 52,644.80
Plumas County	SHERIFF SERVICES ASSISTANT I	$ 42,785.60	$ 47,413.60	$ 52,041.60
Amador County	Property/Evidence Technician	$ 58,427.20	$ 64,719.20	$ 71,011.20
Colusa County	Sheriffs Technician	$ 48,089.60	$ 63,502.40	$ 78,915.20
Merced County	Sheriff Community Service Technician I	$ 43,014.40	$ 47,673.60	$ 52,332.80
Calaveras County	CRIME SCENE SPEC/PROP ROOM MGR	$ 61,464.00	$ 68,504.80	$ 75,545.60
Tuolumne County	COMMUNITY SERVICES OFFICER I	$ 40,019.20	$ 44,324.80	$ 48,630.40
	Mean of Comparable (Annual)	$ 48,539.40	$ 55,151.13	$ 61,762.87
	(Hourly)	$ 23.34	$ 26.51	$ 29.69
	Mariposa County - Sheriff's Evidence Technician (Annual)	$ 47,892.00	$ 53,056.64	$ 58,221.28
	(Hourly)	$ 23.025	$ 25.508	$ 27.991

Starting Hourly wage ($23.34 + 2.75% 11/1/2025 COLA = $23.98) $ 23.98

Shown below is the current salary on the left and the proposed revised salary on the right.

Current

Sheriff's Evidence Technician

	Hourly	Monthly	Annual
Step-1	$23.025	$3,991.000	$47,892.000
Step-2	$24.177	$4,190.680	$50,288.160
Step-3	$25.386	$4,400.240	$52,802.880
Step-4	$26.656	$4,620.373	$55,444.480
Step-5	$27.991	$4,851.773	$58,221.280

Proposed - Revised

Sheriff's Evidence Technician-I

	Hourly	Monthly	Annual
Step-1	$23.98	$4,156.19	$49,874.23
Step-2	$25.18	$4,364.00	$52,367.95
Step-3	$26.44	$4,582.20	$54,986.34
Step-4	$27.76	$4,811.30	$57,735.66
Step-5	$29.15	$5,051.87	$60,622.44

Sheriff's Evidence Technician-II

	Hourly	Monthly	Annual
Step-1	$27.79	$4,817.02	$57,804.24
Step-2	$29.18	$5,057.87	$60,694.45
Step-3	$30.64	$5,310.76	$63,729.17
Step-4	$32.17	$5,576.30	$66,915.63
Step-5	$33.78	$5,855.12	$70,261.41

The Step-1 hourly wage is determined by increasing the starting wage by approximately $0.31, which is the difference between the current Step-1 hourly wage and the average of comparable counties' starting wage, then multiplying the figure by the Cost of Living increase for 11/1/2025 of 2.75%. (23.34 X .0275 = $0.64185, → 23.34 + 0.64185 = 23.98185 or $23.98)

BACKGROUND AND HISTORY OF BOARD ACTIONS

The classification was created in April of 2004 (resolution 04-17) and then revised in February 2006 (resolution 06-73).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve these actions as recommended; amend as the Board desires and approve.

FINANCIAL IMPACT

The financial impact as applied to the incumbent is minimal when comparing both wages post the Cost of Living Adjustment of 11/1/2024. For the remaining seven (7) FY months of FY25/26, the estimated incumbent salary difference is approximately $471. If the incumbent were to be promoted to the second level during the remaining seven (7) months of FY 25/26, the increased cost difference would be approximately $2,283.

ATTACHMENTS

1. **WagesScaleChanges**
2. **Current_Sheriffs Evidence Technician**
3. **Sheriffs Evidence Technican_I_II_Draft_10222025**

VOTE RESULT

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

Counties	Titles (Level one(I) Comps)	Min	Mid	Max
Madera County	Property & Evidence Technician	$ 51,209.60	$ 57,095.47	$ 62,981.34
Glenn County	Evidence Technician	$ 43,305.60	$ 47,975.20	$ 52,644.80
Plumas County	SHERIFF SERVICES ASSISTANT I	$ 42,785.60	$ 47,413.60	$ 52,041.60
Amador County	Property/Evidence Technician	$ 58,427.20	$ 64,719.20	$ 71,011.20
Colusa County	Sheriffs Technician	$ 48,089.60	$ 63,502.40	$ 78,915.20
Merced County	Sheriff Community Service Technician I	$ 43,014.40	$ 47,673.60	$ 52,332.80
Calaveras County	CRIME SCENE SPEC/PROP ROOM MGR	$ 61,464.00	$ 68,504.80	$ 75,545.60
Tuolumne County	COMMUNITY SERVICES OFFICER I	$ 40,019.20	$ 44,324.80	$ 48,630.40
	Mean of Comparable (Annual)	$ 48,539.40	$ 55,151.13	$ 61,762.87
	(Hourly)	$ 23.34	$ 26.51	$ 29.69
Mariposa County - Sheriff's Evidence Technician (Annual)		$ 47,892.00	$ 53,056.64	$ 58,221.28
	(Hourly)	$ 23.025	$ 25.508	$ 27.991

Starting Hourly wage ($23.34 + 2.75% 11/1/2025 COLA = $23.98) $ 23.98

Current

Sheriff's Evidence Technician

	Hourly	*Monthly*	*Annual*
Step-1	$23.025	$3,991.000	$47,892.000
Step-2	$24.177	$4,190.680	$50,288.160
Step-3	$25.386	$4,400.240	$52,802.880
Step-4	$26.656	$4,620.373	$55,444.480
Step-5	$27.991	$4,851.773	$58,221.280

Proposed - Revised

Sheriff's Evidence Technician-I

	Hourly	*Monthly*	*Annual*
Step-1	$23.98	$4,156.19	$49,874.23
Step-2	$25.18	$4,364.00	$52,367.95
Step-3	$26.44	$4,582.20	$54,986.34
Step-4	$27.76	$4,811.30	$57,735.66
Step-5	$29.15	$5,051.87	$60,622.44

Sheriff's Evidence Technician-II

	Hourly	*Monthly*	*Annual*
Step-1	$27.79	$4,817.02	$57,804.24
Step-2	$29.18	$5,057.87	$60,694.45
Step-3	$30.64	$5,310.76	$63,729.17
Step-4	$32.17	$5,576.30	$66,915.63
Step-5	$33.78	$5,855.12	$70,261.41

County of Mariposa

SHERIFF'S EVIDENCE TECHNICIAN

DEFINITION

To receive, process, log, secure and store evidence and property received or collected by the Sheriff's Department; to ensure the proper disposition of all evidence and property; to maintain detailed and accurate records; and to perform related duties and responsibilities as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Captain or designated supervisory / management staff.

EXAMPLES OF ESSENTIAL FUNCTIONS

Receives and stores property and evidence collected by Sheriff's Department personnel.

Assists in collecting evidence at crime scenes.

Logs evidence and property into custody, and maintains security of evidence and property.

Admits authorized personnel to view or examine evidence.

Prepares, ships, delivers and/or picks up property and evidence for laboratory or other analysis as required.

Releases evidence in the absence or completion of a criminal case, upon determination of legality.

Coordinates the preparation of evidence for courtroom proceedings with District Attorney's Office staff; duplicates audio/visual tapes, photographs, documents, etc., as needed.

Schedules and performs the destruction or disposal of contraband, unneeded evidence, or unreturnable property.

Contacts property owners regarding found property, evidence, etc., and releases evidence and property to owners in accordance with established procedures.

Conducts auctions for the sale of unclaimed property.

Maintains accurate and detailed records pertaining to the processing and disposition of evidence and property.

Coordinates activities with those of other divisions, departments and agencies as appropriate.

Maintains inventory of and issues equipment to department personnel.

Maintains the cleanliness and order of the evidence storage area and other areas of the department as assigned.

Performs general clerical duties as required, including but not limited to preparing records and reports, copying and filing documents, answering the telephone, entering and retrieving computer data, etc.

Supervises the work of trustees and/or volunteers as assigned.

EMPLOYMENT STANDARDS

Knowledge of:

Pertinent federal, state and local laws, regulations, codes and ordinances, and County / department policies and procedures.

Evidence and property handling, processing and storage techniques and procedures.

Methods of maintaining chain of custody.

Rules and regulations pertaining to the handling and disposal of narcotics.

Record-keeping procedures.

Modern office practices and technology, including the use of computers for word processing and records management.

Basic arithmetic.

English usage, spelling, grammar and punctuation.

Safe work practices.

Ability to:

Understand, interpret and apply pertinent federal, state and local laws, rules and regulations, and County / department policies and procedures.

Maintain a property and evidence records system.

Skillfully package, handle and store property and evidence.

Communicate clearly and concisely, both orally and in writing.

Understand and execute written and oral instructions.

Maintain the security and confidentiality of specified records, information and files.

Type or word process at a rate sufficient for successful job performance.

Use computers effectively for word processing and records management.

Safely operate office and specialized equipment.

Perform mathematical computations with accuracy.

TYPICAL WORKING CONDITIONS

Work is performed in an office and field environment; worker drives on surface streets and may be exposed to traffic hazards, adverse weather conditions, extreme heat or cold, wetness, air contaminants, fumes/dust, solvents, violence, above average noise, firearms and explosives.

TYPICAL PHYSICAL REQUIREMENTS

Requires the mobility to work in an office and field environment. Requires the ability to sit at a desk and intermittently walk, stand, stoop, kneel, crouch, bend, and reach while performing office and field duties; operate a motor vehicle; lift and/or move up to 25 pounds frequently and up to 50 pounds occasionally; use hands to finger, handle or feel objects, tools or controls. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office and specialized equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen.

MINIMUM QUALIFICATIONS

Experience:

One year of experience in the storing or inventory of materials or property.

Education:

High school diploma or GED equivalent.

Additional Requirements:

Possession of a valid California driver's license. Under certain circumstances, the Personnel Director may accept a valid driver's license if applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgement form.

Ability to pass the California State Department of Justice fingerprinting clearance.

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

Creation Date: 04/04 (B/S 04-171)
Revision Date: 02/06(B/S Res. 06-73)

SHERIFF'S EVIDENCE TECHNICIAN – I/II

DEFINITION

To receive, process, log, secure, and store evidence and property received or collected by the Sheriff's Department; to ensure the proper disposition of all evidence and property; to maintain detailed and accurate records; and to perform related duties and responsibilities as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Captain or designated supervisory / management staff.

Receives supervision from supervisory and/or management staff of the Mariposa County Sheriff's Office. May receive technical or functional supervision from the Evidence Technician II.

EXAMPLES OF ESSENTIAL FUNCTIONS

Oversee the preparation, identification, and maintenance of assigned evidence and found property.

Identify and preserve evidence.

Make evidence available for viewing and courtroom presentations.

Book property into and out of evidence to preserve the chain of evidence.

Inventory monies and narcotics, including maintaining evidence rooms and storage areas in an organized and orderly fashion.

Maintain detailed filing systems and records on all booked property.

Destroy and release property.

Maintain security of evidence and property.

Admit authorized personnel to view or examine evidence.

Prepare, ship, deliver, and/or pick up property and evidence for laboratory or other analysis as required.

Release evidence in the absence of or completion of the determination of legality.

Coordinate the preparation of evidence for courtroom proceedings with the District Attorney's Office staff.

Provide testimony in court as required.

DRAFT

Schedules and performs the destruction or disposal of contraband, unneeded evidence, or unreturnable property.

Contacts property owners regarding found property, evidence, etc., and releases evidence and property to owners in accordance with established procedures.

Coordinates activities with those of other divisions, departments, and agencies as appropriate.

Maintain the cleanliness and order of the evidence storage.

Performs general clerical duties as required, including but not limited to preparing records and reports, copying and filing documents, answering the telephone, entering and retrieving computer data, etc.

Supervises the work of trustees, cadets, and/or volunteers as assigned.

Provide adequate staff coverage/availability outside of normal business hours, as needed.

Perform related duties as assigned.

Sheriff's Evidence Technician – II (In addition to the above):
Assists in collecting evidence at crime scenes.

EMPLOYMENT STANDARDS

Knowledge of:
Department policies, procedures, ordinances, and pertinent federal, state laws.

Evidence and property handling, processing, and storage techniques and procedures.

Methods of maintaining the chain of custody.

Rules and regulations pertaining to the handling and disposal of narcotics.

Record-keeping procedures.

Modern office practices and technology including the use of computers for word processing and records management.

Establish and maintain effective working relationships with those contacted in the course of work.

Safe work practices.

Principles and practices of evidence collection, analysis, and management, in addition to advanced criminal identification techniques emphasizing photography and fingerprinting.

DRAFT

Modern methods, practices, and techniques of evidence collection, including knowledge of criminal investigation and crime scene analysis.

Use of various electronic equipment.

Standard fingerprint classification methods, practices, records, and equipment.

Principles and practices of work safety, including the handling of urine and blood samples.

Ability to:
Understand, interpret, and apply pertinent federal, state, and local laws, rules, and regulations, and County/department policies and procedures.

Maintain a property and evidence records system.

Skillfully package, handle, and store property and evidence.

Communicate clearly and concisely, both orally and in writing.

Understand and execute written and oral instructions.

Maintain the security and confidentiality of specified records, information, and files.

Use computers effectively for word processing and records management.

Safely operate office and specialized equipment.

Stay informed of industry changes in technology, regulations, or best practices.

Identify, interpret, explain, and enforce evidentiary procedures.

Work with frequent interruptions.

Work under time pressure and complete a high volume of tasks.

Maintain awareness of safety at all times.

Perform job duties effectively under pressure.

Work in proximity to human remains in various stages of decomposition, which may include odors, biological/chemical agents, and communicable diseases.

Sheriff's Evidence Technician – II (In addition to the above):
Accurately lift and classify latent fingerprints.

DRAFT

Operate equipment and materials used in photographic and fingerprint work, including sophisticated computer programs.

Take photographs with a high degree of expertise.

Perform complex field forensics.

TYPICAL WORKING CONDITIONS

Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions within the working conditions. Work is performed in an office and field environment; the worker drives on surface streets and may be exposed to traffic hazards, adverse weather conditions, extreme heat or cold, wetness, air contaminants, fumes/dust, solvents, violence, above-average noise, firearms, and explosives. Work may be performed at odd or unusual hours, including nights, weekends, holidays, and/or may include overtime.

TYPICAL PHYSICAL REQUIREMENTS

Requires the mobility to work in an office and field environment. Requires the ability to sit at a desk and intermittently walk, stand, stoop, kneel, crouch, bend, and reach while performing office and field duties; operate a motor vehicle; lift and/or move up to 25 pounds frequently and up to 50 pounds occasionally; use hands to finger, handle, or feel objects, tools, or controls. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office and specialized equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, and to see and read characters on a computer screen.

MINIMUM QUALIFICATIONS

Any combination of training, education, and experience that would provide the required knowledge, skills, and abilities. A typical way to gain the required knowledge, skills, and abilities is:

Experience:
One (1) year of experience in the storing or inventory of materials or property.

Education:
High school diploma or GED equivalent.

Sheriff's Evidence Technician – II:
One (1) year of experience performing duties of or comparable to a Sheriff's Evidence Technician – I.

Possession of or the ability to obtain a P.O.S.T. Evidence and Property Management certificate within 18 months of obtaining the level of Sheriff's Evidence Technician – II.

DRAFT

Additional Requirements:
Positions in this classification may require possession of a valid California driver's license for the class of vehicle driven and meeting automobile insurability requirements of the County. Under certain circumstances, Human Resources may accept a valid driver's license from another State if the applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgment form. *Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions pertaining to this or other essential functions of this classification.*

Ability to pass the California State Department of Justice fingerprinting clearance.

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

Creation Date: 04/04 (B/S 04-171)
Revision Date: 02/06(B/S Res. 06-73)

DRAFT

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-438

MEETING:	November 4, 2025
TO:	The Board of Supervisors
FROM:	Joe Lynch, County Administrative Officer
RE:	Approve the Overfill of the Deputy District Attorney I/II in the District Attorney's Office, Effective Immediately

---

RECOMMENDATION AND JUSTIFICATION

Approve the Overfill of the Deputy District Attorney I/II in the District Attorney's office, Effective Immediately.

The District Attorney's Office has received notice of the resignation of a Deputy District Attorney, effective November 2025. Due to the specialized nature of this position and the historically limited pool of qualified applicants, the recruitment and hiring process can be lengthy.

Approval to overfill this position will allow the District Attorney's Office to begin recruitment efforts immediately, to aid a smoother transition and minimize the length of time the office operates below its necessary staffing level. This overfill will effectively end November 28th, 2025.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Per county policy, the Board of Supervisors must approve the overfilling of positions. Mariposa County will occasionally overfill (or overtime) upon confirmation that an employee will retire or resign.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the overfill; the District Attorney's office will have to wait until the end of November to begin the recruitment.

FINANCIAL IMPACT

Salary savings will cover the cost of the overfill.

ATTACHMENTS

None

VOTE RESULT

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

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-439

MEETING: November 4, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

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

---

RECOMMENDATION AND JUSTIFICATION

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

Health and Human Services Agency is requesting the Board's approval to add one (1) new Peer Support Specialist I/II/III classification to expand services to the Triage Response Assessment of Crisis (or TRAC) Team--which offers emergency 24-hour crisis response to the Mariposa County community--and vacate one (1) unfilled Mental Health Assistant II allocation. As mentioned in adopted Board Resolution, 2025-100, "HHSA will continue to request allocations for this classification through natural attrition of the current Mental Health Aide and Mental Health Assistants allocations (not to exceed 50% of the currently available allocations)".

This request will bring the total number of Peer Support Specialist I/II/III positions to four positions within Behavioral Health; which remains less than 50% of the eighteen (18) Mental Health support positions (Mental Health Aide, Mental Health Assistant, and Peer Support Specialist).

BACKGROUND AND HISTORY OF BOARD ACTIONS

It is typical of the Board to review and approve allocation changes requested by a Department Head.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

By not approving this allocation, the Triage Response Assessment of Crisis (or TRAC) team would not benefit from a certified Peer Support Specialist. Additionally, Health and Human Services Agency would not benefit from billing for services/support at a higher rate.

FINANCIAL IMPACT

Although the Peer Support Specialist II salary is exactly the same as the Mental Health Assistant II salary; the Peer Support Specialist I/II/III positions can be reimbursed at a rate of 11.4% higher than Mental Health Assistants (which is expected to increase revenue for Behavioral Health programs/services).

ATTACHMENTS

None

VOTE RESULT

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

MARIPOSA COUNTY

Board of Supervisors

Information Item

MEETING: November 4, 2025

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

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

RECOMMENDATION AND JUSTIFICATION

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

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

1. CAO Approved Agreements 11-4-25 for September

VOTE RESULT

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

County Administrative Officer Approved Agreements

Board Agenda Item for November 4th, 2025

Contractor	Amount	Term	Service	Department
MS-ISAC for Membership	$4,995	9/8/2025 - 9/7/2026	MS-ISAC for Annual Membership	Admin
Tangent for Professional Services	$1,840	Signing - 12/31/2025	Tangent for Professional Services	Admin
TracNet for IBM Maintenance	$7,172	9/12/2025 - 9/11/2026	TracNet for IBM Maintenance	Admin
Yosemite Fire & Security for Galaxy Annual License	$3,600	1/15/2025 - 1/14/2026	Yosemite Fires & Security Galaxy Annual Liecnse	Admin
CivicPlus	$17,926	8/29/2025 Continuous	Master Agreement	COB
Public Works Compliance Advisors Inc.	$40,000	7/28/2025 - 7/28/2026	Contractor and Subcontractor Compliance Monitoring	HHSA
MCUSD	$0	7/1/2025 - 6/30/2026	Harmless Indemnify	HHSA
CDPH	$0	3 Years from Effective Date	CalREDIE	HHSA
Bryan B. Cooper	$14,760	11/1/2025 - 10/31/2026	Rental Lease	HHSA
Alliance for Community Transformations	$34,000	7/1/2025 - 6/30/2026	Parent Support Services	HHSA
Half Dome Consulting	$30,000	7/1/2025 - 6/30/2027	Configuration and Migration to Implement Tyler Financials	Probation
AC Salvage	$45,000	9/1/2025 - 8/31/2026	Appliance Recycling	PW
Peak Excavating and Land Clearing	$32,964	9/3/2025 to 9/30/2025	Yosemite West Waterline Repair	PW
Peak Excavating and Land Clearing	$27,850	9/3/2025 - 10/31/2025	Repair to Bride Decking Dogtown Road (40C0038)	PW
Peak Excavating and Land Clearing	$34,350	9/3/2025 - 10/31/2025	Repair to Bride Decking Dogtown Road (40C0039)	PW
Yosemite Falls, Inc.	$57,060	9/9/2025 - 12/31/2025	Monitor Well Closure - Mariposa/Yosemite Airport	PW
Accurate Poly Coating, Inc.	$36,779	7/1/2025 - 6/30/2026	Poly Coating	SO
APA= Assistant Purchasing Agent (Department Head)				

MARIPOSA COUNTY

Board of Supervisors

Information Item

MEETING: November 4, 2025

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

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

RECOMMENDATION AND JUSTIFICATION

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

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

1. Department Head Approved Agreements 11-4-25 for September Agreements

VOTE RESULT

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

Department Head Approved Agreements

Board Agenda Item for November 4th, 2025

Contractor	Amount	Term	Service	Department
Smith & Newell	$10,950	Signed - June 30 2026	Treasury Overight	County Clerk-Tax Collector
All Trade Construction Service, Inc.	$7,874	9/19/2025 - 11/30/2025	Resurfacing and Painting Services for Victim Witness Area	DA
Peckham & McKenney	$18,000	9/22/2025 - 6/30/2026	ADA Recruitment	DA
Mike Ross DBA Ross Ladder Service	$2,500	9/3/2025 - 3/30/2026	Fire Ladder Inspections	Fire
American Indian Council of Mariposa County	$20,000	7/1/2025 - 6/30/2026	Child Abuse and Neglect Prevention Services	HHSA
Brand Automotive Services	$900	8/1/2025 - 9/30/2025	Car Repairs and Parts Services	HHSA
Mariposa Masonic Hall Association	$725	11/5/2025 - 11/5/2025	Rental Lease Agreement	HHSA
Michael B. Jones	$5,000	7/1/2025 - 6/30/2026	Counseling Services	HHSA
Michael B. Jones	$20,000	9/23/2025 - 6/30/2026	Counseling - Psychological Evaluation	HHSA
Scott's Cleaning Service	$1,000	9/1/2025 - 10/31/2025	Cleaning Services	HHSA
CPS HR Consulting	$3,000	7/1/2025 - 6/30/2026	BSCC Testing Materials for DPOs	Probation
Chase Franzen	$407 per month	9/2/2025 - 9/1/2030	Hangar 50 Lease Agreement	PW
Hoffman Security	$5,000	7/1/2025 - 6/30/2026	First Amendment - Fire Alarm & Panic Button Monitoring	PW
Moore Twining Associates, Inc	$5,610	8/25/2025 - 6/30/2026	Solid Waste - Phase I Environmental Assessment	PW
Musco Sports Lighting	$950	10/1/2025 - 9/30/2026	Ballfield Lighting	PW
S & S Electric	$1,763	8/8/2025 - 6/30/2026	Airport Transfer Switch	PW
S & S Electric	$3,960	9/5/2025 - 12/31/2025	Woodland Park Emergency Repair of Ballfield Lights Electric Panel	PW

Yosemite Falls Well Drilling	$5,405	8/12/2025 - 6/30/2026	Woodland Well Pump Replacement	PW
A & M Flooring	$14,718	7/1/2024-6/30/2026	Flooring Services	SO
Jerico Fire Protection Company	$20,000	7/1/2025 - 6/30/2026	Fire Sprinkler System Service & Repair	SO
S & S Electric	$20,000	7/1/2025 - 6/30/2026	Electrical Services	SO
Springer Floor Coverings	$20,000	7/1/2025 - 6/30/2026	Flooring Installation Services	SO
APA= Assistant Purchasing Agent (Department Head)				

MARIPOSA COUNTY

Board of Supervisors

Information Item

MEETING: November 4, 2025

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Receive the List of Software as Service License Agreements Entered into by the County Administrative Officer (Purchasing Agent) Pursuant to Resolution 22-116 Entered Into, Received, and Processed in September 2025

RECOMMENDATION AND JUSTIFICATION

Receive the List of Software as Service License Agreements Entered into by the County Administrative Officer (Purchasing Agent) Pursuant to Resolution 22-116 Entered Into, Received, and Processed in September 2025.

Per Resolution 22-116 Section 5.2.1.4, the Board is to receive a monthly informational item with a synopsis of agreements entered into for that particular month.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board receives a synopsis of Software as a Service License Agreements executed each month.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board will be unaware of the Software Agreements that the CAO has authorized as the Purchasing Agent.

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

1. **Software as a Licence Report 11-4-25 for September Agreements**

VOTE RESULT

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

SAAS Approved Agreements

Board Agenda Item for November 4th, 2025

Contractor	Amount	Term	Service	Department
Thomson Reuters Corporation	$14,262	9/1/2025 - 8/31/2027	Legal Research	County Counsel

APA= Assistant Purchasing Agent (Department Head)

MARIPOSA COUNTY

Board of Supervisors

Information Item

MEETING: November 4, 2025

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

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

RECOMMENDATION AND JUSTIFICATION

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

A Committee Policy was adopted by Resolution 22-115.

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

1. **250721 CPSAC Minutes FINAL**
2. **250616 CPSAC Minutes FINAL**
3. **9-12-25 IHSS Advisory Committee Meeting - Minutes**
4. **Law Library Min 9-4-25 DRAFT**
5. **250714 HSRPC Minutues - FINAL**
6. **250711 CCAC Minutes #56 - FINAL**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District III Supervisor Danette Toso

SECONDER: District II Supervisor Shannon Poe

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

Mariposa County

http://www.mariposacounty.org/

PLANNING DEPARTMENT

AVA BURNS	**CHAIR**
JEANETTA PHILLIPS	**VICE CHAIR**
ABBY MILLER	**SECRETARY**
CARA GOGER	**MEMBER**
XAVIER DUBOIS	**MEMBER**
GAIL DREIFUS	**MEMBER**
JUNE McCRORY	**MEMBER**
ERICA WOLFSEN	**MEMBER**

FINAL MINUTES OF THE **CREATIVE PLACEMAKING STRATEGY ADVISORY COMMITTEE (CPSAC)**

July 21, 2025 (Approved 8/18/25)

1. Call to Order and Roll Call

Meeting was called to order by Chair Burns at 12:03pm.

Present: Ava Burns, Jeanetta Phillips, Abby Miller, Xavier Dubois, June McCrory, Erica Wolfsen

Excused: Gail Dreifus, Cara Goger

Staff: Will Fassett

Guests: None

2. Approval of Minutes

a. Meeting of June 16, 2024

There was no quorum from the previous meeting to approve the minutes so the approval of the June minutes will be on the August 18th agenda.

3. Public Comment on Non-Agenda Items

Fassett brought up a $50,000 grant from T-Mobile for small towns. Fassett thought there were projects in the community that would be well suited for this grant, such as an art project on the Frost Shop or adding AC to the Mariposa Park Amphitheatre.

4. Project Updates:

a. *MCACI Artist in Residency Program* Planning Project

No updates at this time.

5. Committee Business:

a. Progress Report from the Public Arts/Creative Placemaking Database Ad-Hoc Committee (CPS Program #9)

No major updates at this time. The members of the Ad Hoc committee are still finalizing the data and working with County GIS staff to create a map.

b. Update on the Frost Shop Site Activation from Xav Dubois (CPS Project #3)

The parking issue is almost resolved as the neighboring property owner has agreed to lease their property for parking. Dubois is waiting for the County to approve this new plan for parking.

Wolfsen asked about the possibility of musicians in this space. Dubois indicated that there is work being done to address requests like this and stick to the conditional use permit for the site.

Dubois is working on the final costing for vendors to use the space. Currently, the cost is $15 a day. Spots can be reserved at managemymarket.com, and people can explore the different vendor plans. Vendors will also be able to upload any licenses, permits, etc.

c. Create an Ad-Hoc to Establish a Process for Reviewing and Approving Public Art Projects

The members of the Ad Hoc committee are Gail Dreifus, Cara Goger, Jeannetta Phillips, and June McCrory have offered to be on this ad hoc committee.

6. Future Agenda Items

No items requested. Burns reminded the members and the public to submit any agenda items to the Planning Department at least a week before the next meeting which will be on August 18th.

7. Adjournment

Burns adjourned the meeting at 12:35 PM.

Mariposa County

http://www.mariposacounty.org/

PLANNING DEPARTMENT

AVA BURNS	**CHAIR**
JACKIE BAXTON	**MEMBER**
CARA GOGER	**MEMBER**
KIM BRISACK	**MEMBER**
XAVIER DUBOIS	**MEMBER**
GAIL DREIFUS	**MEMBER**
JUNE McCRORY	**MEMBER**
ABBY MILLER	**MEMBER**
JEANETTA PHILLIPS	**MEMBER**
ERICA WOLFSEN	**MEMBER**

FINAL MINUTES OF THE **CREATIVE PLACEMAKING STRATEGY ADVISORY COMMITTEE (CPSAC)**

June 16, 2025 (APPROVED 9/15/2025)

1. Call to Order and Roll Call

Meeting was called to order by Chair Burns at 12:00pm.

Present: Ava Burns, Jeanetta Phillips, Abby Miller, Gail Dreifus, Cara Goger, Xavier Dubois

Excused: June McCrory, Erica Wolfsen, Kim Brisack

Staff: Hannah Harrison

Guests: None

2. Approval of Minutes

a. Meeting of February 24, 2024

Motioned by Xavier Dubois and a seconded by Jeanetta Phillips, the February 24th were approved.

3. Public Comment on Non-Agenda Items

No Public Comment

4. Project Updates:

a. *Historic Preservation in the Present Tense* Project

Harrison provided an update stating that the funding was lost due to the project not aligning with the Trump administration's priorities. Harrison reported that an appeal was filed by the county asserting the project does align with the Trump administration's policies. This grant would have provided $75,000 in funding to update the historic design review guidelines, establish a process for approving public art, and create a community mural project in Mariposa or Coulterville.

b. *MCACI Artist in Residency Program* Planning Project

Goger provided an update on this program and explained that California Arts and Parks provided the initial grant funding for project planning, as part of a larger program called "Art in State Parks". The Arts Council has partnered with Mariposa County, the Southern Sierra Miwuk Nation, and the Sierra Foothill Conservancy. Currently, the Mariposa Arts Council is conducting community engagement. The project's concept will be to give artists an opportunity to develop low footprint projects on the Mariposa Creek Parkway, with a possible a community engagement element through the Foothill Artist Lecture Series. Goger is now developing the proposal to apply for implementation funding in the next few weeks.

5. Committee Business:

a. Election of Secretary

Dubois nominated Miller for Secretary at the meeting on June 16th. Miller accepted the nomination. By a unanimous vote, Miller was re-elected as Secretary.

b. Progress Report from the Public Arts/Creative Placemaking Database Ad-Hoc Committee (CPS Program #9)

Burns provided an update on the progress with the county-wide public arts database. Burns provided an overview of the data and requested feedback from committee members on which headings should be included in the internal metadata, and which should be on the public online map.

Meeting briefly paused due to audio issues, and Burns provided a phone number for those who would like to call in to the meeting.

Members discussed which headings should be included in the metadata. Miller and Goger suggested adding something that addressing maintenance and the responsible organization as this would be useful when applying to grants. Goger also suggested history/story should be replaced with interpretive or didactic text to include the text or prose developed by the artist to describe the project.

Dubois asked who is currently maintaining the database, and Burns indicated the Arts Council is currently keeping it on a drive. Goger suggested the data and map should eventually be housed with the county, as this is a recommendation with the Creative Placemaking Strategy.

Dubois stated that the creation of the data base was the main action of the Ad Hoc Committee, consisting of Wolfsen, Burns, and Dubois, and that County staff ready to input the data. Harrison asked if the Ad Hoc was still necessary, and Dubois and Burns indicated that they felt it was, for at least two more meetings. Goger offered to help with data clean-up before the information is passed along to the county. Goger suggested developing some language around the process for adding additional artwork to the database. Dubois emphasized the need for an inclusive structure that can continue through the lens of the Chamber, Tourism, Arts Council, etc. Dubois clarified that liability issues should be considered if there is not an associated accountable organization, for example, in the case of an art piece listed on the database on private land. The Ad Hoc Committee is working through these details, regarding what to include that is available to the public. Dubois suggested the Ad Hoc Committee could come up with an onboarding document for submitting a proposed piece to add to the database.

c. Update on the Frost Shop Site Activation from Xav Dubois (CPS Project #3)

Dubois indicated that fees of $3,800 were paid for the initial permit, and Jenni Kiser and Joe Lynch were included in a meeting with Planning that clarified more about the conditional use permit requirements. Dubois would like to get on the record that it is “demotivating in this county to want to move forward with something that will benefit the community and the public, and ….you don’t have a culture developed that is about taking away barriers to this process.” However, Dubois felt that this meeting helped remove some barriers and is meeting tomorrow with the Board of Supervisors to see if they can waive the permit fees, as the development of the lot would be done as a non-profit to benefit the community.

Dubois reported that Jake and Hanna from 1850, local entrepreneurs, are developing a shipping container for the site to represent local beverages, including wineries, breweries, etc. on the location. Dubois has redone paths with gravel to improve wheelchair accessibility. He identified challenges in development but felt that they are getting close. Dubois indicated that there will be room for 17 vendors, including Happy Goat selling produce (which will not compete with the Wednesday market, who have also been invited but declined to move), and Dixon’s Fixin’s. Dubois mentioned that a food truck might be available for sale and a vision of rotating chefs to house it, if possible. Dubois is making an appeal to the Board of Supervisors to amend parking around the site because the number of parking spaces county is requesting doesn’t match up with what is available.

d. Review the Economic Vitality Strategy and Discuss How the Strategy Aligns with CPSAC's Work

Recommendations from the Economic Vitality Strategy that align with the CPSAC's mission:

- Goal #5: Promote Vibrant Communities & Town Centers in Which to Live, Work, & Play
    - Strategic Initiative #5: Adopt Placemaking Principles that create authentic, vibrant town centers consistent with the community's heritage that will strengthen existing businesses, attract new investment, and provide residents and visitors alike a high quality of life with a variety of cultural, entertainment, shopping, culinary, and recreational experiences.
        - Action 5.1.1: Complete Mariposa Creek Corridor Parkway Extension
        - Action 5.1.2: Maintain Attractive Streetscapes and Public Area Appearances in town centers by making targeted investments in key infrastructure, making improvements to storefronts, and maintaining attractive, well-maintained streetscapes.
        - Action 5.1.6: Recognize the role that arts and culture play in county life, tourist experiences, and the local economy. Explore opportunities and demand for additional facilities to support the performing and visual arts.
        -

Harrison identified that the Arts Council's Artist in Residency on the Creek Parkway, and Dubois's Frost Shop project, align with these goals.

Goger expressed that through working with the Arts Council at the state and federal level, she has noted that public art is never on its own, and it is part of larger community goals, including to support the goals of creative placemaking. Goger emphasized that we don't need to work on the recommendations all at once, but that it can be fluid. Dubois referred to a list created in 2017 with the data that backs up the Economic Vitality Strategy, and offered to send it to everyone as a fluid document that can inform current projects.

e. Discussion on CPSAC's 2025 Goals

Burns requested from Harrison if there was anything to share from the annual report. The goals listed in that report from 2025 were continue the work on the database, continue to review projects that are requested to be recommended for review with the BOS, and assist with community project, such as the Frost Shop Site, the Artist-in-Residency Program, and the Historic Preservation in the Present Tense Grant.

As to the importance of the committee, Goger stated that it is important for the Arts Council that the committee remains active. Dubois proposed a motion that we write a statement to the Board affirming this, but Harrison indicated that we do provide

that through our annual report and that it was well received. Dubois requested a copy of this annual report.

f. Discussion on Project Review Matrix

Burns presented the review matrix as a way to evaluate projects that are being proposed for recommendation to the Board of Supervisors. Harrison suggested we create an Ad Hoc committee to address this and make it more of an established policy. Burns agreed with suggestion. Goger and Dreifus said they would not be at the meeting on July 21st, but they would like to be on the Ad Hoc committee.

6. Future Agenda Items

Miller requested to add an agenda item to the next meeting regarding the Mariposa Creek Parkway planting project with the library, Sierra Foothill Conservancy and Mariposa County in the fall.

The creation of an Ad Hoc to create a process for evaluating public art project will also be on the agenda.

7. Adjournment

Burns adjourned the meeting at 1:16 PM.

In-Home Supportive Services

Public Authority Advisory Committee

of Mariposa County

Post Office Box 99

Mariposa, CA 95338

(209) 966-2000

MINUTES (DRAFT)

Friday, September 12th, 2025

Members Present: Darlene Miles, Eva Adams, Mary Dempsey & Mary Wilson

Members Absent: Dana Hallett

Union Representative(s): N/A

Staff Present: Jason Allen & Jesse Bullis

Board Of Supervisors (BOS) Liaison(s): Rosemarie Smallcombe

Guest(s): N/A

Recording Secretary: Jason Allen

Call to Order and Introductions: Seeing a quorum, the regular meeting of the In-Home Supportive Services Advisory Committee was called to order at 1:37M by Eva

Adams. The Committee proceeded to consider the agenda, and the following actions were taken or direction given:

1. Public Comments:
    a. Mary D. asked about reduced rate internet for seniors. Jason will look into this and report back to the committee.
    b. Darlene asked about Mental Health First Aid training, Jason will get the info to all members.
2. Approvals:
    a. September 12th, 2025 Agenda:
        i. By unanimous vote, the committee approved the motion of Mary W., with a second by Eva to approve the September 12th., 2025 Agenda.
    b. August 8th, 2025 Minutes:
        i. By unanimous vote, the committee approved the motion of Mary W., with a second by Eva to approve the August 8th., 2025 Minutes.
3. UDWA - Union Status Update: The following info was shared by Gracie Lepper via email:
    a. Given the most recent attack by the Trump Administration to dismantle FLSA protections for homecare workers, we had to shift our legislative priorities in July to focus on protecting UDW members' right to overtime pay and other benefits like travel time.

b. I am pleased to share that we finalized negotiations with the Governor and successfully won IHSS provider overtime as a state right. This means regardless of if federal FLSA protection are erased, IHSS Providers will remain protected in California.
c. We also won significant gains in IHSS county bargaining. Now if negotiations with counties hit impasse, we will have a faster, more streamlined process to get independent factfinding. And if a factfinder finds in our favor, a fiscal penalty against the county.
d. Importantly, AB 283 (Haney) - IHSS Statewide Collective Bargaining - has now been turned into a 2-year bill, meaning that we are putting it on hold for the remainder of 2025.
e. Overtime:
    i. Creates a state right for IHSS providers to overtime and other protections.
f. We continue to set up appointments with members.
g. We will be having an Area informational meeting on Tuesday September 30, 1 - 2pm at the Mariposa County library. We will be giving State and local updates, assisting provider claim sick pay, and ways to get involved.

4. New Business:
    a. Ethics trainings:
        i. Mary D. & Eva still need to complete the training.

1. Jason will send copies of the training to Mary D. and Darlene and a link to the online training to Eva.

5. Board of Supervisors / Agency and Branch Updates:
    a. Rosemarie Smallcombe - Board of Supervisors (BOS):
        i. N/A.
    b. Janet – Public Authority (PA):
        i. Averaging 7 or more people for each enrollment session, still mostly personal providers but have received a few potential registry providers.
        ii. Enrollment on 9/24 canceled, next one will be on 10/8.
    c. Jesse – IHSS Social Worker Supervisor:
        i. Number of applications for services have been increasing.
        ii. Discussed changes coming to Medi-cal reporting regarding asset limits for those 65+, disabled or have long term care needs.
        iii. Calfresh may also have changes coming regarding the able-bodied adults without dependents (ABAWD) rules.
6. Quarterly Stats Update:
    a. Due in October 2025.
7. Next Scheduled Meeting Date: October 10th, 2025.
8. Adjournment: @

Minutes – Board of Law Library Trustees
September 4, 2025

The meeting commenced at 11:06 a.m. in the Law Library at the Mariposa County Superior Courthouse.

Present were Honorable Judge Fagalde, Honorable Judge Starchaman-Bryant, Kevin Briggs, Acting County Counsel, Matt Johnson, County Librarian, and Nicole Shagner, Legal Executive Assistant to County Counsel. Walter Wall, District Attorney entered the meeting at 11:13 a.m. Rena Harrison was excused.

Introductions were made to the new Acting County Counsel Kevin Briggs. Judge Fagalde made a motion to replace Walter Wall as Board President with Keving Briggs and Judge Bryant seconded the motion. Ayes: Unanimous.

Kevin Briggs asked if anyone has any questions or concerns about June 5, 2025 minutes, no one did. Judge Fagalde motioned to approve the minutes of June 5, 2025, and Matt Johnson seconded the motion. Ayes: Unanimous.

Nicole Shagner gave an update on the Westlaw flyer that was previously approved by the Board at a previous meeting. Nicole ordered the 5x7 cardstock paper for the flyers and worked with the County's Technical Service Department to have the flyer printed, however, the printer would not print on the paper purchased. The County's Technical Service Department stated that the printer I was choosing to print on should have no problem printing on that common paper size and on cardstock so there is an issue with the printer and contacting the printers technical team. Nicole is working with County's Administration to get the Ricoh Technical team to help with this issue. Matt Johnson stated in the meantime we can try and use the Mariposa Libraries printer since they are not affiliated with the Ricoh's County contract, and they could get it to work. Also, in the meantime we can get some printed out and cut to size to put out at the Courthouse while we fix the printing issue. Nicole and Matt are going to work together to see if their printer will work in the meantime.

Matt Johnson gave an update regarding the Nolo Books usage. He passed out a chart with the name of the book, created date, last checkout, item status, and number of check outs. He stated that the newer books have a lower number of check outs. The library is making attempts to promote using social media and the local paper. Walter Wall stated it would be helpful in the future that he would include the publication dates on his chart, Matt agreed, but stated they are very similar to the date created. Judge Bryant asked about check out times if they were the same as any other book at the library. Matt Johnson said yes, the newer books at a ten day check out and older books are three weeks. Matt said he would change it to all Nolo books to automatically be available for three weeks and both Judge Fagalde and Judge Bryant said that is not necessary, to not change the libraries system. Walter suggested Matt notify the Mariposa County Unified School District that the library has the Nolo book called, *Complete IEP Guide* as this could help parents. Matt stated that it was a great idea he was going to do so. Matt said that some of the Nolo books are becoming outdated, and he can start filtering through and see which books have newer

versions. Nicole said that she will bring the budget to the next meeting so we can go over if books can be purchased.

Matt Johnson also gave an update on the usage of the Westlaw computer usage at both the Mariposa and Red Cloud Library. There was only 1 usage and that was on July 11, 2025. Matt stated they are trying to find more ways to promote and teach the library staff how to use Westlaw so they can better guide the public on how to start using the program. Matt stated that he reached out to Judge Bryant about meeting with his staff to help with some basics. All the lawyers all agreed that Westlaw can be very challenging for the everyday person to navigate and making a guide would be useful for the public to follow. Judge Fagalde also suggested to Matt saying to reach out to other libraries (Merced) that have been using Westlaw for awhile and see if they have a quick guide that they can share. Also, the suggestion was made to reach out to the Westlaw representative to see if they can give a remote tutorial or an in person.

Discussion was help and the next scheduled Law Library Trustees meeting is scheduled for December 4, 2025 at a.m. in the Law Library of the Mariposa County Superior Courthouse.

There being no further business, the meeting adjourned at 11:39 a.m.

Respectfully submitted,

_____
Nicole Shagner
Law Library Trustees Secretary

http://www.mariposacounty.org/
The Planning Department

JACOB HAWLEY	CHAIR
JEANETTA PHILLIPS	VICE-CHAIR
RICHARD WESTFALL	SECRETARY
KATHLEEN LEAVITT	COMMISSIONER
LETHA GOGER	COMMISSIONER
JAZZMYN GEGERE	COMMISSIONER
CLAY RIVER	COMMISSIONER

FINAL MINUTES OF THE HISTORIC SITES AND RECORDS PRESERVATION COMMISSION

JULY 14th, 2025 (Approved 9/8/25)

1. Call to Order and Roll Call

Seeing a quorum, the regular meeting of the Historic Sites and Records Preservation Commission (HSRPC) was called to order by Chair Jacob Hawley 10:00 A.M.

Present: Jacob Hawley, Richard Westfall, Clay River, Kathleen Leavitt, Jeanetta Phillips, and Jazzmyn Gegere.
Planning Staff: Polina Pivak and Marcia Burton.
Excused: Letha Goger
Guests: None.

2. Public Comment on Non-Agenda Items

There was no public comment received.

Due to technical difficulties the Commission paused the meeting for a few minutes, then Hawley provided a summary of what occurred in the meeting before moving on to the next agenda item.

3. Approval of Minutes

a. June 9th, 2025 Meeting

Leavitt noted that her last name was misspelled. No other corrections were identified or suggested by the Commission.

By Motion of River, Seconded by Phillips, The Historic Sites and Records Preservation Commission approved June 9 , 2025 minutes as amended. 6 Ayes, 0 Nays, 1 Excused (Letha Goger), 0 Abstained. Motion Passed as amended.

4. Committee Business

a. HSRPC Project Updates:

I. Records Preservation Program

Senior Planner, Polina Pivak noted that Sarah Hughes (Cadastral Drafting Technician from the Assessor-Recorder's Office) will possibly present the findings on the NPS (National Park Services) Map Project at

the HSRPC August 11, 2025 meeting.

Pivak then noted that she will be out of the office for the month of August and cannot attend the August 11, 2025 HSRPC meeting but plan on reengaging the Stakeholder Records Preservation Group upon her return to discuss County Policy on Record Retention, and the Family Search Contract.

II. Historic Design Review Overlay (HDRO) Outreach Campaign

- **Discussion and Recommendations on DRAFT Historic Design Review Overlay Outreach Presentation to Community Stakeholders**

Hawley noted that the HDRO overlay presentation in the agenda packet was fantastic and it was exactly what he was looking for.

Pivak shared that the HDRO overlay presentation was created based on the discussions of the Commission and expressed concerns regarding the memes and clarified that Mariposa County did not endorse those memes; therefore, recommended that the memes be removed. Pivak also noted that the neighboring city should not be included in the HDRO presentation as well and asked for the Commission's input.

Hawley agreed with Pivak's recommendation and noted that he was fine with including neighboring city on the presentation as it was a great representation of what the Commission did not want the Mariposa Historic Design area to resemble and to concentrate on the historic town appearance.

Westfall agreed with Pivak's memes recommendation.

Leavitt suggested starting the presentation with "Other California Towns Without HDRO" and agreed with Pivak to eliminate the memes. Pivak agreed with Leavitt's suggestion and stated that this would mirror the slide.

Gegere agreed with Pivak's recommendation and noted that this would not associate a negative connotation with neighboring cities and businesses.

Pivak noted that she will bring back to the Commission the revised HDRO presentation and will ask GIS (Geographic Information Systems) to make a simpler map of the HDRO Zone for ease of readability as the Commission will be presenting on a smaller screen. Hawley recommended that the final presentation should be digital in addition to the paper format printed on a plotter printer. Pivak suggested that the presentation should be one sheet (simpler that summarized the presentation) opposed to multiple sheets as presented to the Commission, along with a few maps.

III. Gold Rush Design Review Guidelines

Pivak noted that this item will need to go to the Board of Supervisors.

IV. Certified Local Government (CLG)

Pivak shared that there has been no forward progress, but work has been initiated.

V. Historic Resource Inventory Database

Pivak shared that there has been no forward progress, but work has been initiated.

5. Future Agenda Items

- Records Preservation Program – Presentation from Sarah Huges (NPS Map Project)
- Historic Design Overlay (HDRO) Outreach Campaign – Pivak to bring back revised Draft HDRO Overlay Outreach presentation
- Gold Rush Design Review Guidelines Update
- Certified Local Government (CLG) Update
- Historic Resource Inventory Database Update

6. Adjournment

There being no further business, the regular meeting of the HSRPC was adjourned at 10.22 A.M.

Respectfully submitted by Richard Westfall, Secretary for HSRPC

Mariposa County

http://www.mariposacounty.org/

CODE COMPLIANCE ADVISORY COMMITTEE

GABRIEL EDWARDS	**CHAIR**
ROB FOX	**VICE-CHAIR**
FLOYD DAVIS	**MEMBER**
CL RHODES	**MEMBER**
KRIS CASTO	**MEMBER**
KEN MELTON	**MEMBER**

FINAL MINUTES OF THE CODE COMPLIANCE ADVISORY COMMITTEE JULY 11, 2025

(APPROVED 9/12/25)

A. Call to Order and Roll Call

Chair, Gabe Edwards, opened the meeting at 2:01 P.M. and announced there was a quorum.

Members Present: Ken Melton, Gabe Edwards, Kris Casto, Floyd Davis, Robert Fox
Members Excused: Colleen Rhodes
County Staff Present: Planning Staff: Steve Engfer, Sophea Craighead, Code Compliance Technician - Bart Conner, Interim Building Director - Corrina Miranda, and County Administrative Officer - Joe Lynch, and Clerk of the Board – Danielle Bondshu.
Public Present: None

B. Public Comment on Non-Agenda Items

For items within the jurisdiction of the Code Compliance Advisory Committee and not on today's agenda. No action will be taken on non-agenda items.

Public comment received by Collen Rhodes (CCAC member) shared that she was attending as a public member via telephone.

C. Approval of Minutes

1. Review and Approve Minutes from June 13, 2025 Meeting

Robert Fox noted that there were a few minor typos and that Ken Melton – "Discussion on Recreational Vehicles and Park Trailers" item was not included on the agenda.

Engfer clarified that after the June 13, 2025 meeting Melton advised that the "Discussion on Recreational Vehicles and park Trailers" item can wait as the other items took precedence; therefore, Melton's item was not included in the July 11, 2025 agenda.

By Motion of Fox, Seconded by Davis, the Code Compliance Advisory Committee approved June 13, 2025 minutes as presented. 5 ayes, 0 nays, 1 excused (Colleen Rhodes), 0 abstained. Motion Passed.

D. Discussion and Possible Action

1. Discussion and action on selection of CCAC members for an Ad Hoc Committee of Code Compliance Members to Write the Much-Needed Code Compliance Ordinances and Program Documents. County Administrative Officer- Joe Lynch

Lynch provided a summary from the previous CCAC meeting regarding the proposal to establish an Ad-Hoc Committee to draft the Code Compliance Ordinances and Program Documents. Lynch noted that he would lead the Ad-Hoc Committee, which would include County Counsel Walter Wall, County Staff, CCAC members and Planning Commissioners. He also provided an update from the July 1, 2025 Board of Supervisors meeting.

Lynch noted that the Board of Supervisors had approved and directed him to lead the Ad-Hoc Committee. He asked the committee for volunteers to assist in drafting the Code Compliance Ordinances and Program Documents for the Development Code Update, emphasizing that, due to quorum requirements, no more than three members could participate. He added that the committee would provide a progress update at each CCAC meeting.

Lynch then highlighted that the draft should be developed by October 1, 2025 and that the first meeting will be scheduled by staff after the July 25, 2025 Planning Commission meeting.

Edwards noted that he and Colleen Rhodes volunteered for the Ad-Hoc Committee.

Davis also volunteered for the Ad-Hoc Committee.

By motion of Casto, seconded by Fox, the CCAC approved that Edwards, Rhodes and Davis join the Ad-Hoc Committee to draft the Code Compliance Ordinances and Program Documents. 5 ayes, 0 nays, 1 excused (Colleen Rhodes), 0 abstained. Motion Passed.

Public comment received by Colleen Rhodes (CCAC member on the phone) spoke about the Brown Act requirements pertaining to the Ad-Hoc Committee.

2. Discussion regarding clarity of CCAC direction and purpose- Chair Edwards

Edwards noted that this was a list of items that the CCAC has brought forward for discussion then gave the floor to Engfer to present.

Engfer noted that the seven listed items, that were requested by the Chair have been memorialized would be included and provided to the Ad-Hoc Committee. Each item represents a component to be incorporated into the draft created by the Ad-Hoc Committee.

Edwards noted that the memorialized items were not merely components of the Code Compliance Ordinances but also served as a checklist for the committee to reference. He then asked the committee if they had any input.

There was no public comment received.

Melton commented that the committee had previously discussed each of the listed items at various times. He noted that he has recommendations regarding the appeal process, which he would like to refine before submitting them to the Ad-Hoc Committee.

Engfer noted that it was up to the committee whether they wanted to discuss Melton's recommendation but emphasized that the intent was to memorialize the items, as that was considered the most effective use of time.

There was no public comment received.

Melton raised concerns regarding appeal fees, noting that while applicants have the right to a free appeal, there should be a reasonable fee imposed for third-party appeals.

A brief discussion took place regarding the seven items. Edwards referenced CCAC meetings number 33 and 34, during which former CCAC member Lydia Clary provided detailed explanations about what can and cannot be included in the initial letter to alleged violators, the update to the abandoned vehicle abatement code, and the adoption of related measures, including funding from the Department of Motor Vehicles beginning in January 2026.

3. Discussion on Flow Chart of the Process for violation and clean up- CCAC Member Kris Casto

Casto provided the committee with a handout to include in the next meeting agenda for discussion and then presented the flow chart.

Casto emphasized the need for the committee to develop educational materials about the ordinance. she also stated that the committee must address the enforcement process for property owners who are out of compliance and refuse to cooperate with the county.

Lynch shared his initial thought process and outlined the steps that will follow the completion of the draft. This organic phase will include:

1. Establishing a clear anchor point for setting priorities.
2. Determining the necessary funding, staffing, and outlining the overall implementation process.
3. Communicating the process clearly to the public.
4. Compiling a list of resources and programs that empower individuals to help themselves.
5. Explaining how the process functions within the broader system and ensuring the public understands it.

Edwards shared that the priority was to finish and maintain responsibilities that influence code compliance outcomes. This includes continuously updating procedures and operating in line with state law. He then noted that historically, leadership has favored punishment over corrective measures, but the CCAC strived to use a process driven approach to encourage public compliance.

Edwards then expressed that the CCAC is at a critical point and doing things correctly matters; especially, realigning fees and fines that have become misaligned. The involvement of CCAC has helped raise public and county awareness and he believes that the Ad-Hoc Committee will be the guiding force that the CCAC needed to complete their task.

E. Future Agenda Items

- Case log update – Bart Conner, Code Compliance Technician (moving forward provide CCAC with an update at each meeting)
- Updates: Code Text and Ad-Hoc Committee
- Tyler Permitting System – demo (workflow and backend)
- Discussion on Recreational Vehicles and Park Trailers – Ken Melton
- Clearly Defined Goals – Kris Casto

F. Adjournment

By Motion of Melton, seconded by Davis, the Code Compliance Advisory Committee meeting adjourned at 3:19 p.m. 5 ayes, 0 nays, 1 excused (Colleen Rhodes), 0 abstained. Motion Passed.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-440

MEETING: November 4, 2025

TO: The Board of Supervisors

FROM: Kevin Briggs, Acting County Counsel

RE: Approve an Agreement with Wanger Jones Helsley PC to Provide Legal Services to the County of Mariposa and its Officials and Employees for Tellez v. County of Mariposa; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Wanger Jones Helsley PC to Provide Legal Services to the County of Mariposa and its Officials and Employees for Tellez v. County of Mariposa; and Authorize the Board of Supervisors Chair to Sign the Agreement.

This Agreement retains the law firm of Wanger Jones Helsley PC to represent the County of Mariposa, its officials and employees in a legal action filed by Matthew Tellez in Yolo County Superior Court against the County of Mariposa.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has previously approved legal services agreements with Wanger Jones Helsley PC in numerous matters.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and the County will not have representation in this matter.

FINANCIAL IMPACT

Unknown.

ATTACHMENTS

1. WJH - Tellez

VOTE RESULT

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

WANGER JONES HELSLEY PC
ATTORNEYS

TIMOTHY JONES*
MICHAEL S. HELSLEY
RILEY C. WALTER
PATRICK D. TOOLE
SCOTT D. LAIRD
JOHN P. KINSEY
KURT F. VOTE
ROBERT E. DONLAN
TROY T. EWELL
JAY A. CHRISTOFFERSON
AMANDA G. HEBESHA**
PETER M. JONES†
JEFFREY B. PAPE†
MARISA L. BALCH†
DEBORAH K. BOYETT
STEVEN K. VOTE
NICOLAS R. CARDELLA
GIULIO A. SANCHEZ
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JOSHUA P. JENDIAN
RACHEL L. ALSTROM
HANNAH L. RAVIZZA

OLIVER W. WANGER***

LEGAL ADMINISTRATOR
LYNN M. HOFFMAN

October 23, 2025

VIA EMAIL – kbriggs@mariposacounty.org

Kevin Briggs, Esq.
Mariposa County Counsel
5100 Bullion St.
P. O. Box 189
Mariposa, CA 95338

Re: Fee Agreement
Matthew Tellez v. County of Mariposa, et al.
Yolo County Superior Court Case No. CV2025-2700

Dear Mr. Briggs:

In accordance with our ethical responsibilities as attorneys, this letter sets forth our billing policies and procedures pursuant to which this office will represent County of Mariposa and Michael John Locke in the *Matthew Tellez v. County of Mariposa, et al.* filed in Yolo County Superior Court on September 18, 2025, Case No. CV2025-2700. Please be advised that our firm maintains errors and omissions insurance coverage applicable to the services to be rendered in our representation.

The value of our services is based primarily upon time records kept by each of our attorneys and legal assistants. Clients are billed based upon the actual time worked except that we charge for our time in minimum units of one-tenth of an hour. We will charge you for the time we spend on telephone calls relating to your matter, including telephone calls with you, opposing counsel or court personnel. The legal personnel assigned to your matter may confer among themselves about the matter as required. When they do confer, each person will charge

for his or her time. Likewise, if it is necessary for more than one of our legal personnel to attend a meeting, court hearing or other proceeding, each will charge for the time spent. We will charge for waiting time in court and elsewhere.

The performance of certain services may be subject to a minimum billing time. For example, in the event an attorney must travel out of the San Joaquin Valley area, you will be billed for actual time worked, subject to a minimum of 8 hours for each full day away from the office.

All attorneys of the firm are assigned hourly rates. At present, the attorneys' rates range from $275 to $655 per hour. My hourly fee for this representation will be $545. Mr. Payton Dolenar will assist me on the file at the hourly rate of $250. The hourly rate for law clerks and paralegals is presently $170 to $210 per hour. All hourly rates are subject to change from time to time. Usually, the firm reviews its rate structure annually. At that time, rates generally are increased to reflect a fair fee for the experience gained by each attorney during the preceding year and to keep pace with the rate of inflation.

It is our policy to serve our clients with the most cost-effective support systems available, while at the same time allocating the costs of such systems in accordance with the extent of usage by individual clients. Therefore, in addition to our fees for legal services, we also charge separately for certain costs and expense disbursements, including long distance telephone, fax, messenger, courier and other communication costs; reproduction; document retrieval; staff overtime when required by the client or the matter's timing; computer research facilities and e-Discovery software; and other costs and expenses incurred on behalf of a client. A schedule of such charges is attached. Large disbursement billings may be forwarded to you for direct payment.

Any estimates of anticipated fees which we provide at the request of a client, whether for budgeting purposes or otherwise, are, due to the uncertainties involved, necessarily only an approximation of potential fees. Under no circumstances are such estimates a maximum or minimum fee quotation. Our actual fees will be determined in accordance with the policies described above.

Our billing statements ordinarily will be rendered to clients on a monthly basis. Our billing cycle runs from the 16th day of the month to the 15th day of the following month.

We make every effort to include disbursements in the statement for the month in which the disbursements are incurred. However, some disbursements, *such as LEXIS-NEXIS or Westlaw charges, or costs for e-Discovery software such as iPro or Everlaw*, are not available to us until later, and are included on the statement for the following month.

Our billing statements are due and payable upon receipt. Clients whose statements are not paid within 30 days of the statement date may be assessed a late charge on the unpaid balance at the rate of 8 percent per annum. In the event the firm is forced to institute

legal proceedings to collect a bill, the client will be required to pay court costs and reasonable attorneys' fees to the firm as part of the judgment rendered in such proceeding, and any costs and attorneys' fee incurred in collecting such judgment.

You may discharge us at any time. We may withdraw from this matter with your consent or for good cause. Good cause includes breach of the terms of this agreement, (including failure to pay all billing statements where due) your refusal to cooperate with us or to follow our advice on a material matter or any other fact or circumstance that would render our continuing representation unlawful or unethical. When our services conclude for whatever reason, all unpaid charges shall become immediately due and payable. After our services conclude, we will, upon your request, deliver your file to you, along with any of your funds or property in our possession.

We reserve the right to require an advance after commencement of work, depending on payment history and/or the scope of the work. For example, prior to a protracted trial, we may require an advance to cover fees and costs expected to be incurred in connection with the trial.

We may withdraw from representing you if you fail promptly to pay an advance which we may later require, or a monthly invoice. By signing this letter, you authorize us to pay for our services and costs with the advance paid by you, as they are incurred. The balance of any advance left at the conclusion of our services will be returned to you.

Let us assure you that it has always been and will continue to be our goal to provide legal services to our clients on the most cost-efficient basis possible. To meet this goal, cooperation between the attorney and the client is necessary. Therefore, you must be responsible for keeping this firm advised of your address, paying our bills when due and complying with all reasonable requests made of you in connection with this firm's representation of you. We encourage our clients to contact us immediately if at any time they wish to discuss either billing or billing policies and procedures generally, or a specific billing statement.

We want you to recognize that we have not made any promise or guarantee about the outcome of any matter we handle for you and nothing in this letter shall be construed as such a promise or guarantee.

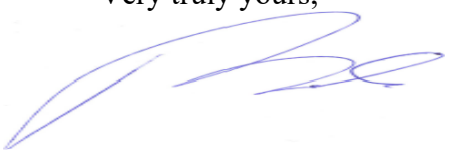
Unless a different agreement in writing is made between us, this agreement will govern all future services we perform for you. In addition, this agreement will control any services performed by us prior to the time you sign this letter.

If you agree to the terms of this letter, please date and sign this letter and return it to us *via fax or e-mail*.

As stated at the onset, this letter is required as part of our ethical responsibilities to our new clients. This agreement will govern all legal services performed commencing with the date on which the first service is performed. We are looking forward to representing you.

If you have any questions, please feel free to contact me.

Very truly yours,



Patrick D. Toole

PDT/kp

Enclosures

I agree to the terms set forth in this letter.

Dated: _____

By: _____
Rosemarie Smallcombe
Chair of the Board of Supervisors

APPROVED AS TO FORM:

Dated: _____

By: _____
Kevin Briggs
Mariposa Assistant County Counsel

WANGER JONES HELSLEY PC
SERVICE CHARGES

Client delivery; errands; special court runs	Actual Cost/minimum charge of $15.00 for delivery
Mileage	Current IRS rate
Photocopies	$.15 per page
Postage	Actual Cost
Everlaw/iPro e-Discovery	Actual Cost
LEXIS-NEXIS/Westlaw	Actual Cost

Please Note: Delinquent accounts may be assessed monthly interest at the rate of eight percent (8%) per annum.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-441

MEETING: November 4, 2025

TO: The Board of Supervisors

FROM: Walter Wall, District Attorney

RE: Approve the Submittal of the Victim Witness Assistance (VW) Program Grant Application to Support Victim Witness Services in Mariposa County; Approve the Grant Agreement if Awarded; and Authorize the District Attorney to Sign the Grant Agreement (Subject to Approval as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Approve the Submittal of the Victim Witness Assistance (VW) Program Grant Application to Support Victim Witness Services in Mariposa County; Approve the Grant Agreement if Awarded; and Authorize the District Attorney to Sign the Grant Agreement (Subject to Approval as to Legal Form by County Counsel).

The Victim Witness Assistance (VW) Program, administered by the California Office of Emergency Services (CalOES), provides annual funding to District Attorney's Offices to ensure comprehensive services for victims and witnesses of crime. The 2025–2026 grant cycle begins October 1, 2025, and ends September 30, 2026.
This grant supports critical services that help victims and witnesses navigate the criminal justice process, obtain restitution, and access essential resources.

Approval of this application will secure the District Attorney's 33rd consecutive year of funding under the Victim Witness Assistance Program, reflecting the County's continued commitment to victim support and justice. These positions are essential to maintaining effective advocacy, crisis intervention, and service delivery to victims and witnesses throughout Mariposa County.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Victim Witness Assistance (VW) Program, administered by the California Office of Emergency Services (CalOES), provides annual funding to District Attorney's Offices to ensure comprehensive services for victims and witnesses of crime. The 2025–2026 grant cycle begins October 1, 2025, and ends September 30, 2026.

This grant supports critical services that help victims and witnesses navigate the criminal justice process, obtain restitution, and access essential resources. Approval of this application will secure the District Attorney's 33rd consecutive year of funding under the Victim Witness Assistance Program, reflecting the County's continued commitment to victim support and justice. These positions are essential to maintaining effective advocacy, crisis intervention, and service delivery to victims and

witnesses throughout Mariposa County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board chooses not to approve the application along with the budget action, the Victim Witness Program/Division will not exist. Victims of Mariposa County will not have access to our VW Division resources, not just during criminal proceedings, but throughout the victims' pathway to healing post deposition.

FINANCIAL IMPACT

The total grant amount is $271,357 and is fully funded by State and Federal sources. There is no impact on the County General Fund.

ATTACHMENTS

1. Funding Allocation Application Figures 2025

VOTE RESULT

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

Funding Source Allocation

Instructions:

- Please be sure to review page for accuracy.

Funding Source Allocation

Funding Source Name	Fiscal Year	Type	Amount Available	Total Match Amount Required	Available Funding Total	Funding Requested	Cash Match Amount	In Kind Match Amount	Total Project Costs
2025 VCGF	*2025*	*State*	*$117,367*	*$0*	***$117,367***	*$117,367*	*$0*	*$0*	***$117,367***	
2025 VOCA	*2025*	*Federal*	*$151,208*	*$0*	***$151,208***	*$151,208*	*$0*	*$0*	***$151,208***	
2025 VWA0	*2025*	*State*	*$2,782*	*$0*	***$2,782***	*$2,782*	*$0*	*$0*	***$2,782***	
			$271,357	***$0***	***$271,357***	***$271,357***	***$0***	***$0***	***$271,357***	

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-442

MEETING: November 4, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Accept Grant Award from the Board of State and Community Corrections (BSCC) in an Amount Not to Exceed $13,135; Authorize the Board of Supervisors Chair to Sign the Grant Agreement; and Approve Budget Action Increasing Revenue and Appropriations in the Health and Human Services Agency (HHSA) Budget to Implement the Grant ($13,135) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Accept Grant Award from the Board of State and Community Corrections (BSCC) in an Amount Not to Exceed $13,135; Authorize the Board of Supervisors Chair to Sign the Grant Agreement; and Approve Budget Action Increasing Revenue and Appropriations in the Health and Human Services Agency (HHSA) Budget to Implement the Grant ($13,135) (4/5ths Vote Required).

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the application for this grant on August 19,2025 through item 2025-340.

Health and Human Services will partner with the Probation Department and the Sheriff's Office to provide training for Mental Health staff, Probation officers and Jail officers in mental health crisis intervention, motivational interviewing, advanced case management skills and Eye Movement Desensitization Reprocessing (EMDR) certification. In addition, equipment for case management will be purchased to ensure seamless coordination of reentry services to the post release incarcerated population.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board of Supervisors does not accept this funding, the department will have to find other funding for training and equipment.

FINANCIAL IMPACT

No impact to the general fund.

ATTACHMENTS

1. **BOS approval 2025-340 - Pre Application**
2. **JAG RFA Contract Mariposa County**
3. **Appendix-C-Certification-of-Compliance-with-BSCC-Policies-Regarding-Debarment (2)**

4. FY 2526 JAG Budget Action 10-14-25

VOTE RESULT

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-340

MEETING:	August 19, 2025
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Health and Human Services Agency Director
RE:	Approve the Submittal of Edward Byrne Memorial Justice Assistance Grant (JAG) Application to Provide a Training Program in the Amount of $13,135

RECOMMENDATION AND JUSTIFICATION

Approve the Submittal of Edward Byrne Memorial Justice Assistance Grant (JAG) Application to provide a training program for $13,135.

The BSCC is the designated State Administering Agency for the JAG Program, which is federally funded through the Bureau of Justice Assistance (BJA). The JAG Program is the primary provider of federal criminal justice funding to state and local jurisdictions. The JAG Equipment and Training Program is a separate and distinct, one-time allocation funding opportunity. The JAG Equipment and Training Program RFA offers funding to all California counties through a non-competitive, population-based formula. Specifically, funds awarded through this RFA may only be used for the following: 1) The purchase of equipment and supplies related to one or more of the JAG Program PPAs specified in this RFA, and/or 2) Training Initiatives related to one or more of the JAG PPAs specified in this RFA.

Health and Human Services will utilize this funding opportunity to train staff who are assigned to the Inmate Medical Services program in mental health crisis intervention, motivational interviewing and advanced case management skills.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This is the first application for the Edward Byrne Justice Assistance Grant by Health and Human Services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board chooses not to authorize this funding agreement the agency will forfeit this funding and the benefit to the community.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **JAG-Equipment-and-Training-RFA-NOFA-7-18-25_Final**
2. **JAG-Funds-Aavailable-by-County**

VOTE RESULT

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

STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT
STD 213 (Rev 03/2019)

SCO ID: 5227-BSCC050325

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
BSCC 1503-25	

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

CONTRACTING AGENCY NAME
BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR NAME
Mariposa County

2. The term of this Agreement is:

START DATE
OCTOBER 1. 2025

THROUGH END DATE
SEPTEMBER 30, 2026

3. The maximum amount of this Agreement is:

$13,135.00

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	4
Exhibit E	2022 and 2023 JAG Federal Award Conditions	40
Attachment 1	JAG Equipment and Training Program Request for Applications*	
Attachment 2	JAG Equipment and Training Program Application for Funding	11
Appendix A	JAG Executive Steering Committee	1

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

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

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
5362 Lemee Lane	Mariposa	CA	95338

PRINTED NAME OF PERSON SIGNING	TITLE
Rosemarie Smallcombe	Board of Supervisors Chair

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
✍	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2590 Venture Oaks Way, Suite 200	Sacramento	CA	95833

PRINTED NAME OF PERSON SIGNING	TITLE
Colleen Curtin	Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
✍	

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL: EXEMPT PER SCM, VOLUME 1, CH. 4.06

EXHIBIT A: SCOPE OF WORK

1. GRANT AGREEMENT

This Grant Agreement is between the State of California, Board of State and Community Corrections (hereafter referred to as BSCC) and Mariposa County (hereafter referred to as the Grantee or Contractor).

2. PROJECT SUMMARY AND ADMINISTRATION

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. JAG Equipment and Training Program funds may be used ONLY for the purchase of equipment/fixed assets and/or supplies to support activities that fall under any one or more of the following program purpose areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 5) drug treatment and enforcement programs; and 8) mental health programs and related law enforcement and corrections programs.

Grantee agrees to administer the project in accordance with Attachment 1: JAG Equipment and Training Program Request for Applications (by reference) and Attachment 2: JAG Equipment and Training Program Application for Funding, which is attached and hereto and made part of this agreement.

3. PROJECT OFFICIALS

A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or regarding the interpretation, performance, or payment for work performed under this Grant Agreement.

B. The Grantee's project officials shall be those identified as follows:

Authorized Officer with legal authority to sign:

Name: Rosemarie Smallcombe
Title: Board of Supervisors Chair
Address: 5362 Lemee Lane, Mariposa, CA 95338
Phone: 209-966-3222
Email: rsmallcombe@mariposacounty.org

Designated Financial Officer authorized to receive warrants:

Name: Lori Norman
Title: Fiscal Officer
Address: P.O. Box 99, Mariposa, CA 95338
Phone: 209-742-0851
Email: lnorman@mariposacounty.org

Project Director authorized to administer the project:

Name: Stacey Lynch
Title: Health Services Director
Address: P.O. Box 99, Mariposa, CA 95338
Phone: 209-966-2000
Email: slynch@mariposacounty.org

EXHIBIT A: SCOPE OF WORK

C. Either party may change its project representatives upon written notice to the other party.

D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.

4. DATA COLLECTION

Grantees will be required to comply with all data collection and reporting requirements as described in Attachment 1: JAG Equipment and Training Program Request for Applications (by reference) and Attachment 2: JAG Equipment and Training Program Application for Funding

5. REPORTING REQUIREMENTS

A. Grantee will submit quarterly progress reports, including results for the federal performance indicators, in a format prescribed by the BSCC. These reports, which will describe progress made on program objectives and include required data, shall be submitted according to the following schedule:

Quarterly Progress Report Periods	**Due no later than:**
1. October 1, 2025 to December 31, 2025	January 15, 2026
2. January 1, 2026 to March 31, 2026	April 15, 2026
3. April 1, 2026 to June 30, 2026	July 15, 2026
4. July 1, 2026 to September 30, 2026	October 15, 2026

B. The grantee shall submit all other reports and data as required by the BSCC

6. PROJECT RECORDS

A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records and required reports.

B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records and narrative reports.

C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also required for all subcontractors and consultants.

D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.

E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.

F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until

EXHIBIT A: SCOPE OF WORK

the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

7. AUDIT

Grantee is required to complete an audit annually for each fiscal year/audit period, or fraction thereof, for the entire three-year grant cycle. Grantees may choose either a program-specific audit or a single federal audit. Federal guidelines allow grantees receiving $750,000 or more in federal funds in a fiscal year to use their federal justice assistance grant funds to pay for the cost of the audit. Grantees falling below the $750,000 threshold must use non-federal funds (i.e., match funds) to pay for audit costs. For purposes of this grant award grantee is required to check one of the boxes below to indicate how they will meet the audit requirement.

☐ In conformance with Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the California State Controller's Accounting Standards and Procedures, Chapter 23, Grant Accounting Index, the identified grant will be included in the City/County Single Federal Audit Report, which will be submitted to the BSCC within 30 days of the Grantee's receipt of the report or within nine months following the end of the audit period, whichever is earlier.

OR

☐ In conformance with Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the California State Controller's Accounting Standards and Procedures Chapter 23, Grant Accounting Index, the grantee will provide a Program-Specific Final Audit Report to the BSCC within 30 days of the Grantee's receipt of the report or within nine months following the end of the audit period, whichever is earlier.

OR

☐ In conformance with Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the non-governmental entity grantee does not expend $750,000 or more in total federal awards during the fiscal year and is therefore, exempt from Federal audit requirements for this grant contract period. However, the entity understands that it must keep and maintain the grant records and make them available for review or audit by appropriate officials of the Federal agency, pass-through agency (i.e., the Board of State and Community Corrections) and Governmental Accountability Office.

8. UNIQUE ENTITY IDENTIFIER (UEI)

The Contractor/grantee (entity entering into contract with the BSCC) must maintain active registration of their Unique Entity Identifier (UEI) number, used for this Grant Agreement, throughout the term of the contract. An active UEI number is also required to remain in compliance with the Federal Funding Accountability and Transparency Act (FFATA), a reporting tool Federal prime awardees (i.e. prime contractors and prime grants recipients) use to capture and report subaward and executive compensation.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENTS

A. The Grantee shall be paid in quarterly in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the invoicing period.

Quarterly Invoicing Periods:	**Due no later than:**
1. October 1, 2025 to December 31, 2025	February 15, 2026
2. January 1, 2026 to March 31, 2026	May 15, 2026
3. April 1, 2026 to June 30, 2026	August 15, 2026
4. July 1, 2026 to September 30, 2026	November 15, 2026

B. All project expenditures must be incurred by the end of the grant project period, September 30, 2026, and included on the invoice due November 15, 2026. Project expenditures incurred after September 30, 2026 will not be reimbursed.

C. The Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.

D. Supporting documentation must be submitted for expenditures upon BSCC's request. All supporting documentation must be maintained by the grantee on site and be readily available for review during BSCC site visits.

2. GRANT AMOUNT AND LIMITATION

A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC, the Federal Government, and the State of California on account of project costs that may exceed the sum of the grant award.

B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement.

3. BUDGET CONTINGENCY CLAUSE

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent year covered under this Grant Agreement does not appropriate funds for the purposes of this program, this Grant Agreement shall be of no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.

B. This Grant Agreement is valid and enforceable only if sufficient funds are made available by the United States Department of Justice, Office of Justice Programs. Grantee agrees that the BSCC's obligation to pay any sum to the Grantee under any provision of this agreement is contingent upon the availability of sufficient funds.

C. If JAG funding is reduced or falls below estimates contained within the JAG Request for Proposals, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.

D. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

4. PROJECT COSTS

Grantee is responsible for ensuring that actual expenditures are for eligible project costs. "Eligible and "ineligible" project costs are set forth in the July 2023 BSCC Grant Administration Guide, which can be found under Grantee Resources, here:

https://www.bscc.ca.gov/s_correctionsplanningandprograms/

A. The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.

B. Grantee is responsible for ensuring that invoices submitted to the BSCC claim actual expenditures for eligible project costs.

C. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions, or commitments of this Grant Agreement.

D. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

5. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

6. WITHHOLDING OF GRANT DISBURSEMENTS

A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.

B. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC may withhold that amount as security, to be released to the Grantee upon compliance with all grant provisions, including:

1) submittal and approval of the final invoice;
2) submittal and approval of the final progress report; and
3) submittal and approval of any additional required reports.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.

D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

7. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

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

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

8. PROJECT BUDGET

Project Budget

Line Item	Grant Funds
1. Services and Supplies	**$0**
2. Equipment/Fixed Assets	**$2,790**
3. Training Expenses	**$8,996**
4. Indirect Costs	**$1,349**
TOTAL	**$13,135**

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS:** Time is of the essence in this Agreement.
13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

    A. The Government Code Chapter on Antitrust claims contains the following definitions:

        1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

        2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

    B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

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

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

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. **LOSS LEADER:** If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC are solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict the Grantee's responsibility.

B. Grantee is responsible for the performance of all project activities identified in Attachment 1: JAG Equipment and Training Program Request for Applications, and Attachment 2: JAG Equipment and Training Program Application for Funding.

C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

2. GRANTEE ASSURANCES AND COMMITMENTS

A. Compliance with Laws and Regulations

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.

B. Compliance with Federal Laws and Regulations

The Grantee hereby assures and certifies compliance with all federal statutes, regulations, policies, guidelines and requirements, including any federal conditions, which are included in this Grant Agreement as Exhibit E.

C. Fulfillment of Assurances and Declarations

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: JAG Equipment and Training Program Request for Applications, and Attachment 2: JAG Equipment Program and Training Application for Funding, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

D. Permits and Licenses

Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

3. POTENTIAL SUBCONTRACTORS

A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.

B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the JAG Equipment and Training Program RFA and described in Appendix B.

D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.

E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

2) Access to Books and Records

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

4. PROJECT ACCESS

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant period.

5. ACCOUNTING AND AUDIT REQUIREMENTS

A. All funds received by the Grantee shall be deposited into separate fund accounts which identify the funds and clearly show the manner of their disposition. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.

B. Federal Audit Requirement: Grantee is required to complete an audit annually for each fiscal year/audit period, or fraction thereof, for the entire three-year grant cycle. See Exhibit A: Scope of Work, Section 8. Audit, for federal audit requirements.

C. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to grantees that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

All Grantees must have on file with the BSCC a completed and signed Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Required as Attachment E of the original Proposal Package).

7. MODIFICATIONS

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in Attachment 1: JAG Equipment and Training Program Request for Applications, and Attachment 2: JAG Equipment Program and Training Application for Funding.

8. TERMINATION

A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breach of this Grant Agreement. Such action or inaction includes but is not limited to:

   1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;

   2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: JAG Equipment and Training Program Request for Applications, and Attachment 2: JAG Equipment Program and Training Application for Funding

   3) failure to provide the required local match share of the total project costs; and

   4) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 8. Settlement of Disputes.

9. SETTLEMENT OF DISPUTES

A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Grant Programs Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The BSCC Corrections Planning and Grant Programs Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30-day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.

B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.

C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

10. WAIVER

The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

2022 JAG Award Federal Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at https://ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

4. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

5. Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://www.ojp.gov/training/fmts.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

7. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

8. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of

discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

9. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

10. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

11. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

12. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

13. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

14. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdol.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates

the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

17. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

18. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

19. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

20. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify

employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.
Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

21. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

22. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

23. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

24. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

25. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

27. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the

recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

28. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

29. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

30. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than

$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

31. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

32. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

33. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

34. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

35. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate

to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

36. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

37. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

38. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

39. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

40. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

41. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance

measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

42. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

43. The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

44. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are

(a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at https://bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

45. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

46. All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two ($25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than $25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

47. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

48. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

49. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2021

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2021), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

50. If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

51. Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (https://www.justice.gov/olp/page/file/1204386/download), and must collect and report the metrics identified in Section IX of that document to BJA.

52. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement,

prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

53. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

54. Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: https://nij.ojp.gov/topics/equipment-and-technology/body-armor

55. Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must

include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

56. The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

57. "Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

58. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information

on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at https://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

59. BJA- JAG - Withholding of funds for program narrative

Withholding of funds: Program narrative

The recipient may not expend or draw down any award funds until the recipient submits, and OJP reviews and accepts, the program narrative for this award, and an Award Condition Modification has been issued to remove this condition.

60. Withholding - Certification with respect to Federal taxes - award exceeding $5 million (updated Aug. 2017)

The recipient may not obligate, expend, or draw down any funds under this award until it has submitted to the program manager, in a format acceptable to OJP, a formal written certification directed to OJP and executed by an official with authority to sign on behalf of the recipient, that the recipient (unless an exemption applies by operation of law, as described below)-- (1) has filed all Federal tax returns required for the three tax years immediately preceding the tax year in which the certification is made; (2) has not been convicted of a criminal offense under the Internal Revenue Code of 1986; and (3) has not, more than 90 days prior to this certification, been notified of any unpaid federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding; and until an Award Condition Modification (ACM) has been issued to remove this condition.

61. BJA- JAG - Withholding of Funds for Chief Executive Certification

Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification has been issued to remove this condition.

62. BJA- JAG - Withholding of Funds for State Strategic Plan submission

Withholding of funds: Required State Strategic Plan submission

The recipient may not expend or draw down any award funds until the recipient submits a sufficient Statewide Strategic Plan (to include an Annual Report in each year in which the Statewide Strategic Plan is not fully updated), and an Award Condition Modification has been issued to remove this condition.

63. BJA- JAG - SORNA Appeal Limits

The recipient acknowledges the final agency decision made by DOJ that recipient's jurisdiction did not substantially implement the Sex Offender Registration and Notification Act (Public Law 109-248, "SORNA") before the deadline, and understands that, as a result of that final agency decision, the amount of this JAG award was reduced, pursuant to 34 U.S.C. 20927. By accepting this specific award, the recipient voluntarily agrees that if it elects to file a judicial appeal of that final agency decision, which was integral in determining this particular funding amount, no such appeal may commence more than 6 months after the date of acceptance of this award.

64. In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment’s protection against unreasonable searches and seizures and the First Amendment’s freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

2023 JAG Award Federal Conditions

1. Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, “Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety,” OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient (“subgrantee”) at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the “controlled equipment” list. The details of the requirement are posted on the OJP web site at https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

2. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

3. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

4. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

5. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

6. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

7. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

8. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm,

and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

9. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

10. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

11. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (https://ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference

into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

12. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

13. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the

provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

15. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

16. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

17. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18. Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://onlinegfmt.training.ojp.gov/. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

19. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately

stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

20. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

21. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130).

The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

22. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

23. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

24. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

26. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

27. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

28. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

29. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

30. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

31. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement

contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at https://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

32. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

33. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

34. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

35. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

36. Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

37. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

38. Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient’s Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at https://justicegrants.usdoj.gov/training/training-entity-management.

39. Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (https://www.justice.gov/olp/page/file/1204386/download), and must collect and report the metrics identified in Section IX of that document to BJA.

40. The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

41. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than $30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

42. Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

43. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

44. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

45. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

46. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

47. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

48. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

49. The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

50. In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

51. "Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

52. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

53. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or

not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at https://bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

54. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

55. Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: https://nij.ojp.gov/topics/equipment-and-technology/body-armor

56. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

57. If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

58. Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United

States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

59. Exceptions regarding Prohibited and Controlled Equipment under OJP awards

Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the “Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs” and the requirements for the “Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs” do not apply to this award.

60. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

61. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2022

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2022), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

62. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

63. All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two ($25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than $25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website: https://bjapmt.ojp.gov/. For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage (https://bjapmt.ojp.gov/help/jagdocs.html). Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

64. BJA- JAG - SORNA Appeal Limits

The recipient acknowledges the final agency decision made by DOJ that recipient's jurisdiction did not substantially implement the Sex Offender Registration and Notification Act (Public Law 109-248, "SORNA") before the deadline, and understands that, as a result of that final agency decision, the amount of this JAG award was reduced, pursuant to 34 U.S.C. 20927. By accepting this specific award, the recipient voluntarily agrees that if it elects to file a judicial appeal of that final agency decision, which was integral in determining this particular funding amount, no such appeal may commence more than 6 months after the date of acceptance of this award.

65. Withholding of funds for Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification has been issued to remove this condition.

66. Withholding of funds for Budget narrative or information

The recipient may not expend or draw down any award funds until the recipient submits, and OJP reviews and accepts, the required budget information or narrative for the award, and an Award Condition Modification has been issued to remove this condition.

Title

County of Mariposa

08/29/2025

by **Lynn Rumfelt** in **Edward Byrne Memorial Justice Assistance Grant Program (JAG) Equipment and Training Program**

id. 51478686

lrumfelt@mariposacounty.org

Original Submission

08/29/2025

Score	n/a
	The Edward Byrne Memorial Justice Assistance Grant (JAG) Equipment and Training Program Application is divided into four sections as identified below: Background Information Contact Information Proposal Narrative and Budget Attachments Each section has a series of questions that require a response. Applicants will be prompted to provide written text, select options from a drop down menu, select options from a multiple choice menu, or upload attachments. Questions marked "(required)" in red require responses. Applicants will not be able to submit the JAG Equipment and Training Program Application until all questions marked "(required)" have been completed. Applicants may reference the JAG Equipment and Training Program Request for Applications (RFA) for background information, key dates, rating factors, and other important information to aid in the completion of the Grant Program Application. The JAG RFA is available on the BSCC website JAG Homepage NOTE: Applicants may start and stop their application but must select "Save Draft" at the bottom of the application before existing.
SECTION 1 - BACKGROUND INFORMATION	This section requests information about the project name and location, federal identification, funding requested, and an overview of the project.
Name of Applicant (County)	County of Mariposa
Applicant's Physical Address	5362 Lemee Lane Mariposa California 95338 US 37.496812 -119.918422
Applicant's Mailing Address (If different than physical address)	P.O. Box 99, Mariposa, CA 95338

Mailing Address for Payment	P.O. Box 99 Mariposa California 95338 US 37.4514023 -119.9173896
Tax Identification Number	925-01592
Federal Employer ID	94-6000880
Unique Entity Identifier (UEI)	PNG4LUYEKK53
Lead Public Agency	Mariposa County Health and Human Services
Project Title	Mariposa JAG Training Grant
Program Purpose Areas (PPA)	Applicants are required to identify the Program Purpose Areas (PPA) and Priority Areas of Need for which equipment, supplies, and/or training initiatives JAG funds will be used. A total of five eligible PPAs are identified in the JAG RFA (Page 7): PPA 1: Law enforcement programs PPA 2: Prosecution and court programs PPA 3: Prevention and education programs PPA 5: Drug treatment and enforcement programs PPA 8: Mental health programs and related law enforcement and corrections programs Applicants are required to address a minimum of one Program Purpose Area and one corresponding Priority Area of Need. Applicants are not required to address each PPA or Priority Area of Need.
Law Enforcement Programs (PPA 1)	
Prosecution and Court Programs (PPA 2)	Problem solving courts (e.g., mental health, veterans, drug, reentry)
Prevention and Education Programs (PPA 3)	
Drug Treatment and Enforcement Programs (PPA 5)	Community-based substance use outpatient treatment
Mental Health Programs and Related Law Enforcement and Corrections Programs (PPA 8)	Crisis intervention teams General mental health services

Proposal Summary	Mariposa County Health and Human Services Agency, Mariposa County Probation Department, and the Mariposa County Sherriff's Office is seeking $13,135 in JAG funding to expand behavioral health and justice system capacity through evidence-based training and equipment. The initiative includes motivational interviewing, trauma-focused therapy, crisis intervention, Eye Movement Desensitization and Reprocessing training, and mobile technology to support field-based response. These efforts address JAG Purpose Areas #2, #5, and #8 by improving mental health services, reducing recidivism, and enhancing interagency collaboration for justice-involved individuals.
SECTION 2 - CONTACT INFORMATION	This section requests contact information for the individuals identified as the Project Director, Financial Officer, Day-to-Day Project Contact, Day-to-Day Fiscal Contact, and the Authorized Signature.
Project Director	Stacey Lynch
Project Director's Title with Agency/Department/Organization	Health Services Director
Project Director's Email Address	slynch@mariposacounty.org
Project Director's Phone Number	+12099662000
Project Director's Address	P.O. Box 99 Mariposa California 95338 US 37.4514023 -119.9173896
Financial Officer	Lori Norman
Financial Officer's Title with Agency/Department/Organization	Fiscal officer
Financial Officer's Email Address	lnorman@mariposacounty.org
Financial Officer's Phone Number	+12097420851

Financial Officer's Address	P.O. Box 99 Mariposa California 95338 US 37.4514023 -119.9173896
Day-To-Day Program Contact	Kyle Jenkins
Day-To-Day Program Contact's Title with Agency/Department/Organization	Program Administrator
Day-To-Day Program Contact's Email Address	kjenkins@mariposacounty.org
Day-To-Day Program Contact's Phone Number	+12097420656
Day-To-Day Fiscal Contact	Diane Robarge
Day-To-Day Fiscal Contact's Title with Agency/Department/Organization	Administrative analyst
Day-To-Day Fiscal Contact's Email Address	drobarge@mariposacounty.org
Day-To-Day Fiscal Contact's Phone Number	+12097420953
Name of Authorized Officer*	Rosemarie Smallcombe
Authorized Officer's Title with Agency/Department/Organization	Board of Supervisors Chair
Authorized Officer's Email Address	rsmallcombe@mariposacounty.org
Authorized Officer's Phone Number	+12099663222
Authorized Officer Assurances	checked

SECTION 3 - PROJECT NARRATIVE AND BUDGET	This section requests responses to the items to be addressed in the Project Narrative.
Project Narrative Instructions	The Project Narrative must address the following, as described in the JAG RFA (Page 15): Identify to need Describe the need(s) to be addressed, the process used to determine the need(s) and how the need(s) are related to the identified JAG Program Purpose Areas and Priority Areas of Need. For each PPA and Priority Area of Need identified: a) Describe the equipment and supplies to be purchased and explain how those purchases will support that PPA and Priority Area of Need, and/or b) Describe the training that will be offered and how it will support that PPA and Priority Area of Need. When responding, clearly identify each item being addressed (i.e. Description of Need, PPAs identified, etc.). The Project Narrative may not exceed 6,692 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately 3 pages in Arial 12-point font with one-inch margins on all four sides and at 1.5-line spacing. A character counter is automatically enabled that shows the number of characters used and the remaining number of characters before the limit is met. If the limit is exceeded, a red prompt will appear with the message "You have exceeded the character limit". Applicants will be prohibited from submit the JAG Equipment and Training Program Application until they comply with the character limit requirements. NOTE: It is up to the applicant to determine how to use the total word limit in addressing each section item to be addressed.
Project Narrative	In a joint effort, Mariposa County Health and Human Services Agency (MCHHSA), Mariposa County Probation Department (MCPD), and the Mariposa County Sheriff's Office (MCSO) seek $13,135 in Edward Byrne Memorial Justice Assistance Grant (JAG) funding to expand the capacity of behavioral health, probation, and law enforcement personnel through targeted, evidence-based training. This multi-agency initiative supports the JAG Program Purpose Area (PPA) #8 by addressing a priority area of need for the JAG program by enhancing general mental health services within correctional and law enforcement settings. This initiative also supports PPA #5 through evidence-based substance use disorder interventions, and strengthens PPA #2 by equipping probation staff with tools to improve supervision, engagement, and reentry outcomes for justice-involved individuals. Identified Need and Determination Process Mariposa County's jail population includes individuals with complex behavioral health needs, including co-occurring disorders, trauma histories, and chronic substance use.

Behavioral Health staff, along with MCPD and MCSO personnel, working in correctional and field-based settings, face growing demands to deliver trauma-informed, clinically sound interventions that promote stabilization, reduce relapses, and support successful reentry.

Through internal assessments, staff feedback, and multi-agency coordination, MCHHSA, MCPD, and MCSO identified critical gaps in training related to motivational interviewing (MI), forensic mental health, crisis intervention, and trauma-focused therapy. These needs align with JAG's priority areas by addressing service gaps in behavioral health care within the criminal justice system and promoting evidence-based practices that improve safety, communication, and rehabilitation outcomes.

Training and Equipment to Support Priority Areas

1. Motivational Interviewing Practitioner Training – PPA #5 & #8

11 staff members of jail medical Behavioral Health team and SUD staff will complete a virtual 6-hour MI course through Community Solutions' "Foundations for Change" series. MI is a proven, client-centered approach that enhances engagement, supports behavioral change, and improves reentry outcomes. This training enhances communication and behavioral intervention skills essential for engaging incarcerated individuals in meaningful change.

a. Motivational Interviewing Practitioner Training – PPA #2

Five MCPD staff will complete the same MI course. This ensures consistency in behavioral health approaches across justice-involved populations and strengthens interdepartmental coordination.

2. Eye Movement Desensitization and Reprocessing (EMDR) Training – PPA #8

One member of the jail medical behavioral health team and one member of the mental health clinical staff will complete a 5-day virtual EMDR training through EMDR Consulting. EMDR is an evidence-based therapy effective in treating PTSD and trauma-related disorders, conditions frequently experienced by justice-involved individuals. EMDR helps reprocess distressing memories, reduce emotional intensity, and support recovery from addiction and trauma. This training will expand trauma-informed services within jail and reentry settings, improving client outcomes and reducing long-term effects of trauma.

3. Clinical Intervention and Behavioral Health (CIBH) Training – PPA #8
MCHHSA will host an 8-hour in-person CIBH training facilitated by Josef Levy of
Embassy Consulting Services. This Comprehensive Assessment Protocol and
Standardized Training Protocol (CA-POST)-certified course is tailored for cross-disciplinary teams, including Sheriff Deputies, Mental Health clinicians, and Jail
medical behavioral health staff. Topics include mental illness and co-occurring
disorders, substance use and stigma, developmental disabilities, trauma impacts,
crisis de-escalation, systems response, and interagency coordination. A guest
speaker with lived experience will enhance the training's relevance. The County
will provide a training location that meets basic accessibility and safety standards, with capacity for up to 35 participants.

4. Equipment – Surface Pro Tablets – PPA #8
Two Surface Pro tablets will be purchased for Behavioral Health staff to support
mobile documentation, telehealth, and field-based crisis response in coordination
with Sheriff Deputies. These devices will enhance real-time communication, improve crisis intervention efficiency, and strengthen cross-agency collaboration;
directly advancing PPA #8 by supporting integrated mental health services within
law enforcement and correctional environments.

Implementation and Collaboration

This initiative builds on ongoing discussions in the county's multi-agency meetings, a
collaborative forum where law enforcement, behavioral health staff, and emergency
services coordinate responses to individuals in crisis. This approach aligns directly with
JAG's goals of improving public safety through integrated, trauma-informed approaches.
Behavioral Health staff will begin "ride-along" with Sheriff Deputies during business
hours. A "ride-along" is an arrangement in which a civilian accompanies a first
responder in the field to observe and support crisis response efforts. Behavioral health
staff will join Deputies on patrol to respond to mental health crises in real time. Deputies
will train Behavioral Health staff on patrol procedures, with the goal of reducing crisis related incidents and hospitalizations.

Conclusion

	This proposal reflects MCHHSA's, MCPD's, and MCSO's commitment to improving behavioral health services within correctional and justice settings through evidence based training and long-term workforce development. By investing in staff capacity, Mariposa County will enhance service delivery, reduce relapses and recidivism, and promote safer, more effective care for justice-involved individuals. These trainings directly support JAG's mission to strengthen the criminal justice system through innovation, rehabilitation, and public safety that prioritize rehabilitation and public safety.
Budget Instructions	Applicants are required to submit a Project Budget and Budget Narrative (Budget Attachment). Upon submission the Budget Attachment will become the Proposal Budget (Budget Tables & Narrative) making up part of the official proposal. The Budget Attachment must be filled out completely and accurately. Applicants are solely responsible for the accuracy and completeness of the information entered in the Budget Table and Budget Narrative. The grant budget must cover the entire grant period. Funding will be allocated to counties based on county population as shown in Table 2 below on page 9-10 of the JAG RFA . This is a non-competitive grant. Applicants may apply for any dollar amount up to and including the available amount allocated to their county. For additional guidance related to grant budgets, refer to the BSCC Grant Administration Guide. The JAG Project Budget Attachment is provided as a stand-alone document on the BSCC website on the JAG Homepage.

Attachment A: JAG Project Budget Attachment

Attachment-A-JAG-RFA-Budget-Attachment_Final_1.xlsx

SECTION 4 - ATTACHMENTS	This section list the attachments that may be submitted with the application. Appendix B: · Governing Board Resolution or Other Proof of Signing Authority (not required at time of application, but must be submitted prior to contract execution) Appendix C: Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement (not required at time of application, but must be submitted prior to contract execution)

OPTIONAL: Appendix B: Governing Board Resolution or Other Proof of Signing Authority

BOS_approval_2025-340.pdf

OPTIONAL: Certification of Compliance with BSCC Polices On Debarment, Fraud, Theft, and Embezzlement (Appendix C)

CONFIDENTIALITY NOTICE:	All documents submitted as a part of the Edward Byrne Memorial Justice Assistance Grant Program proposal are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, § 6250 et seq.)

BSCC CALIFORNIA

CPGP CORRECTIONS PLANNING AND GRANT PROGRAMS

JAG Equipment and Training Program

Name of County Applicant: *Mariposa County*

Note: Rows 7-10 will auto-populate based on the information entered in the budget Categories (Services and Supplies, etc.)

Budget Category	Total
1. Services and Supplies	$0
2. Equipment/Fixed Assets	$2,790
3. Training Expenses	$8,996
4. Indirect Costs	$1,349
TOTAL	**$13,135**

1a. Services and Supplies

Itemized List of Services or Supplies	Calculation for Expenditure	Total
Example: Office Supplies (Paper, Pens, etc.)	$350/month x 12 Months	$4,200
TOTAL		**$0**

1b. Services and Supplies Narrative:

2a. Equipment/Fixed Assets

Itemized List of Professional Service(s)	Calculation for Expenditure	Total
Example: Purchase of Vehicle	Toyota Prius @ Market Value	$24,000
Surface Pros (2)	Approx $1,395 each	$2,790
TOTAL		**$2,790**

2b. Equipment/Fixed Assets Narrative

This line item supports the purchase of two Surface Pro Tablets for Behavioral Health staff. These devices will be used for mobile documentation, telehealth, and field-based crisis response in coordination with Sheriff's Deputies. The tablets will enable real-time communication and data entry during ride-alongs and crisis interventions, enhancing service delivery and interagency coordination.
•JAG PPA #8 Supported: Mental Health programs and related law enforcement and corrections programs
•BSCC Compliance: Equipment purchases are allowable under federal guidelines when directly tied to programmatic outcomes. These tablets will not exceed the $5,000 per unit threshold and will be tracked by BSCC inventory requirements.

3a. Training Expenses

Itemized of Equipment/Fixed Asset	Calculation for Expense	Total
Example Crisis Response Training	$1200 Reg. Fees * 4 Participants + Lodging 2 rooms @ $200/night * 2 nights + Per Diem $150/person * 2 days	$6,800
Motivational Interview Training	Approx $180 x 11 trainees (Jail Medical Behavioral Health team and SUD Staff through Community Solutions)	$1,980
Motivational Interview Training	Approx $180 x 5 trainees (Probation Officer staff through Community Solutions)	$900
Eye Movement and Desensitization and Reprocessing training (EMDR)	Approx $748 x 2 (1 Jail Medical Behavioral Health team and 1 Mental Health Clinician staff)	$1,496
Crisis Intervention and Behavioral Health (CIBH) training	Approx $184.80 x 25 participants- stand alone model (Jail, Sheriff and Mental Health staff)	$4,620
TOTALS		**$8,996**

3b. Training Expenses

Motivational Interviewing Training
This training will be provided to 11 Behavioral Health, Jail Medical, SUD Staff, and 5 Probation staff. The virtual 6-hour course from Community Solutions' "Foundations for Change" series teaches evidence-based motivational interviewing (MI) techniques to improve engagement, reduce relapse, and support reentry.
•JAG PPAs Supported:
o#5 – Drug treatment and enforcement programs
o#8 – Mental health programs and related law enforcement and corrections programs
o#2 – Law enforcement programs (Probation staff training)
•BSCC Compliance: Training costs are allowable and directly support workforce development. The vendor is California-based and the training is virtual, minimizing travel costs and maximizing accessibility.
Eye Movement and Desensitization and Reprocessing (EMDR) Training
One clinical staff member will complete a 5-day virtual EMDR training through EMDR Consulting. EMDR is an evidence-based therapy for PTSD and trauma-related disorders, which are prevalent among justice-involved individuals. This training will expand trauma-informed services in jail and reentry settings.
•JAG PPA #8 Supported: Mental health programs and related law enforcement and corrections programs.
•BSCC Compliance: Training is allowable and supports evidence-based practices. The virtual format ensures cost efficiency and accessibility.
Crisis Intervention and Behavioral Health (CIBH) Training
MCHHSA will host an 8-hour in-person CIBH training facilitated by Josef Levy of Embassy Consulting Services. The CA POST and STC-certified training is designed for cross-disciplinary teams including Sheriff's Deputies, Behavioral Health clinicians, and Jail-Based Services staff. Topics include mental illness, co-occurring disorders, trauma, crisis de-escalation, and interagency coordination.
•JAG PPA #8 Supported: Mental health programs and related law enforcement and corrections programs
•BSCC Compliance: Training is allowable and supports integrated service delivery. MCHHSA will provide the venue, and the flat travel fee is included in the training cost. The training is POST-certified, meeting BSCC standards for law enforcement education.

4a. Indirect Costs

For this grant program, indirect costs may be charged using only **one** of the two options below:	Rate	Direct Costs	Max. Allowable Indirect Costs	Grant Funds
If the applicant does not have a federally approved indirect cost rate, the applicant may claim indirect costs using the Federal De Minimis, 15% of Modified Total Direct Costs (calculated as 15% multiplied by total direct costs, minus equipment, plus up to the first $50,000 of each subcontract) ***If the amount entered in H277 turns red, please adjust it to not exceed the line item limit noted in G277**	15.00%	$8,996	$1,349	$1,349
If the applicant has a federally approved indirect cost rate, may claim indirect costs up to the organization's federally approved indirect cost rate. ***If the amount entered in H278 turns red, please adjust it to not exceed the line item limit noted in G278**		$11,786	$0	
			TOTAL	**$1,349**

4b. Indirect Costs Narrative

MCHHSA does not have a federally approved indirect cost rate. Therefore, the agency is claiming indirect costs using the federal de minimis rate of 15% of Modified Total Direct Costs. With direct costs totaling $8,996, the maximum allowable indirect cost is $1,349.
•BSCC Compliance: Per the BSCC Grant Administration Guide, agencies without a federally approved rate may use the de minimis rate. Indirect costs cover administrative support, fiscal oversight, and reporting functions necessary for grant compliance.

APPENDIX A: JAG EXECUTIVE STEERING COMMITTEE ROSTER

2018 JAG Executive Steering Committee

	Name	Title	Organization
1	Linda Penner (Chair)	Chairperson	Board of State and Community Corrections
2	Mark Delgado	Executive Director	Los Angeles County's Countywide Criminal Justice Coordination Committee, Los Angeles County
3	Eric Durnell	Ph. D. Candidate	Social Psychology, California State University, San Francisco, San Francisco County
4	David Fernandez	Senior Special Agent	California Department of Corrections and Rehabilitation, Sacramento County
5	Robin Lipetzky	Public Defender	Contra Costa County
6	Lyle Martin	Police Chief	Bakersfield Police Department, Kern County
7	Steven Meinrath	Attorney	Sacramento County
8	Debbie Paolinelli	Assistant County Administrative Officer	Fresno County
9	Jonathan Raven	Chief Deputy District Attorney	Yolo County
10	Darren Thompson	Sheriff-Coroner	San Benito County
11	Erik Upson	Police Chief	Benicia Police Department, Solano County
12	Erica Webster	Master's Candidate	Luskin School of Public Affairs, University of California Los Angeles, Los Angeles County
13	Charles White, Ph. D.	Director, Criminal Justice	Azusa Pacific University, San Diego County

Appendix C: Certification of Compliance with BSCC Policies Regarding Debarment, Fraud, Theft, and Embezzlement

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to applicants that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or

2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state, or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

By checking the following boxes and signing below, applicant affirms that:

[ ] I/We are not currently debarred by any federal, state, or local entity from applying for or receiving federal, state, or local grant funds.

[ ] I/We have not been convicted of any crime involving theft, fraud, or embezzlement of federal, state, or local grant funds within the last three years. We will notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

[ ] I/We will hold subcontractors to these same requirements.

A grantee may make a request in writing to the Executive Director of the BSCC for an exception to the debarment policy. Any determination made by the Executive Director shall be made in writing.

AUTHORIZED SIGNATURE **(This document must be signed by the person who is authorized to sign the Grant Agreement.)**			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
STREET ADDRESS	CITY	STATE	ZIP CODE
APPLICANT'S SIGNATURE (**verified e-signature is acceptable**) **X**			DATE

DRAFT

Docusign Envelope ID: 2995977A-6D2C-4E6C-B655-82910509F968

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	PROGRAM	DESCRIPTION	INCREASE	DECREASE
3660	401	45063		JAG-Health/State Revenue	(13,135)	
3660	401	60111		Training/Seminars	8,996	
3660	401	60421		Equipment	4,139	
				TOTALS	0	0

ACTION REQUESTED:

( ) Budget adjustment is less than or equal to $50,000 and involves shifting funds between account categories in the same fund and department. Auditor and County Administrative Officer approve. Email BA to Administration Executive Assistant lmattos@mariposacounty.org for approval.

(X) Budget adjustment recognizes new revenue, utilizes contingency, and/or involves transfers between or adjustments to multiple funds/departments. Board of Supervisors approve. Interoffice mail BA to the Clerk of the Board's office with a wet signature from the department head. 4/5's vote required

( ) Budget adjustment involves shifting funds between account categories in the same fund and department, but the amount is higher than $50,000. Board of Supervisors approve. Board of Supervisors approve. Interoffice mail BA to the Clerk of the Board's office with a wet signature from the department head. 3/5's vote required

FISCAL YEAR: ( ) FY24-25 (X) FY25-26

DEPARTMENT HEAD SIGNATURE DocuSigned by: Kristina Kelley EF2F2BFCD1BA4C6... DATE 10/15/2025 | 9:06 AM PDT

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

Budget Action Form Revised 07/17/2025

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: November 4, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Proclaim the Month of November, 2025, as "Adoption Awareness Month"

RECOMMENDATION AND JUSTIFICATION

Proclaim the Month of November, 2025, as "Adoption Awareness Month".

Recognizing November as Adoption Awareness Month helps increase public understanding of adoption's importance and encourages community members to consider becoming adoptive or resource parents. It also acknowledges the ongoing efforts of local families, social workers, and organizations who support children through the adoption process.

This proclamation reflects Mariposa County's continuing commitment to supporting child well-being, family permanence, and lifelong connections for youth in foster care.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved similar proclamations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Miss the opportunity to recognize our resource parents, care providers, and adoptive parents, and the children and youth in need of adoption

FINANCIAL IMPACT

None

ATTACHMENTS

1. **November - Adoption Awareness Month**

VOTE RESULT

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

The Mariposa County Board of Supervisors

proclaims

The Month of November 2025

as

"Adoption Awareness Month"

WHEREAS, Mariposa County recognizes that all children need love, support, and security, and a place to call home; and

WHEREAS, Mariposa County acknowledges that when birth families are unable to meet the ongoing needs of children born to them, adoption is the most permanent, loving option; and

WHEREAS, when youth are connected to their roots and have positive, supportive relationships with caring adults, they can develop a strong sense of identity. However, for approximately 109,000 youth waiting to be adopted- many at risk of aging out of foster care- experiencing vital connections is challenging when they are separated from their families; and

WHEREAS, resource parents, adoptive parents, and caregivers play a crucial role in engaging with and listening to children and youth, learning from their experiences and perspectives; and

WHEREAS, Mariposa County commends our local resource parents, caregivers, and adoptive parents who work tirelessly to ensure that children and youth of all ages have access to safe, stable, and loving homes; and

WHEREAS, adoptive parents and families who have adopted from Mariposa County's Child Welfare System need and deserve recognition, respect, and support.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of the County of Mariposa, a political subdivision of the State of California, proclaims the month of **November 2025 as "Adoption Awareness Month".**

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 4th day of November 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:	November 4, 2025
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Health and Human Services Agency Director
RE:	Proclaim the Month of November, 2025, as "Family Caregivers and In-Home Care Providers Month"

RECOMMENDATION AND JUSTIFICATION

Proclaim the Month of November, 2025, as "Family Caregivers and In-Home Care Providers Month".

This proclamation recognizes the vital role caregivers play in supporting the health, dignity, and independence of community members. The 2025 theme, **"Plug-in to Care,"** emphasizes the importance of staying connected to resources, networks, and support systems that sustain effective caregiving.

By adopting this proclamation, Mariposa County honors the dedication of family and professional caregivers and reaffirms its commitment to supporting and appreciating those who selflessly care for others.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved similar proclamations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Miss the opportunity to recognize Family Caregivers and In-Home Care Providers month.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **November - Family Caregivers and In-Home Care Providers**

VOTE RESULT

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

The Mariposa County Board of Supervisors

proclaims

The Month of November 2025

as

"Family Caregivers and In-Home Care Providers Month"

WHEREAS, family caregivers and in-home care providers play a vital role in the health and well-being of our community by offering essential, compassionate care to individuals who are elderly, ill, or living with disabilities; and

WHEREAS, their dedication enables loved ones to remain in their homes, preserving dignity, independence, and connection to family and community; and

WHEREAS, caregiving often requires significant personal sacrifice - physically, emotionally, and financially - as caregivers balance multiple responsibilities while providing daily support, advocacy, and companionship; and

WHEREAS, in 2025, the national theme for Family Caregivers Month, **"Plug-in to Care,"** encourages caregivers to stay connected to information, resources, and support systems that enhance their ability to provide quality care while maintaining their own health and well-being; and

WHEREAS, this theme emphasizes the importance of caregivers "plugging in" to their communities—seeking help, sharing knowledge, and using available tools and technology to strengthen the network of care for those they serve; and

WHEREAS, Mariposa County recognizes the invaluable contributions of caregivers, in-home care professionals, and family members who, through dedication and compassion, improve quality of life for some of our most vulnerable residents; and

WHEREAS, the County is committed to supporting local caregiver resources, community programs, and partnerships that empower caregivers and ensure that care recipients continue to receive high-quality, person-centered support.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of the County of Mariposa, a political subdivision of the State of California, proclaims the month of **November 2025 as "Family Caregivers and In-Home Care Providers Month".**

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 4th day of November 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: November 4, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Proclaim the Month of November, 2025, as "Veterans and Military Families Month"

RECOMMENDATION AND JUSTIFICATION

Proclaim the Month of November, 2025, as "Veterans and Military Families Month".

To honor and recognize the service, sacrifice, and enduring commitment of our nation's veterans, active-duty service members, and their families. This designation provides an opportunity for Mariposa County to join the nation in celebrating the courage and dedication of those who have served, while fostering a deeper understanding of the unique challenges faced by veterans and military families.

By aligning with National Veterans and Military Families Month, Mariposa County can promote community engagement, collaboration, and appreciation through activities and events that bring residents together in gratitude and support. This observance encourages partnerships among local organizations, veterans' groups, and community members to strengthen the network of resources available to those who have served.

Through this proclamation, Mariposa County reaffirms its ongoing commitment to honoring the men and women who have defended our freedoms and to supporting their families, whose sacrifices sustain the strength and resilience of our community.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved similar proclamations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Miss the opportunity to honor our veterans, their sacrifices, and the contributions they make to our community and country.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **November - Veterans and Military Families Month**

VOTE RESULT

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

The Mariposa County Board of Supervisors

proclaims

The Month of November 2025

as

"Veterans and Military Families Month"

WHEREAS, service members and their families have answered the call to duty with unparalleled courage and sacrifice- enduring challenges and making profound personal sacrifices for the security and freedom of our nation; and

WHEREAS, Mariposa County recognizes and respects the more than 1,600 veterans in our community for the many contributions they, their families, and caregivers have made to the cause of peace and freedom; and

WHEREAS, the families who stand by our service members, providing unwavering love and support, are integral to the strength of our military and represent the best of America; and

WHEREAS, both men and women of our armed forces continue to be an inspiration to all of us through their demonstration of courage, leadership and commitment in service to our community and country; and

WHEREAS, the Veteras Day holiday was born of symbolism, commemorating the armistice that took effect on the 11th hour of the 11th day of the 11th month of 1918 to end World War I. A year later, America dedicated November 11th as Armistice Day to celebrate that peace and the veterans who fought in "the war to end all wars"; and

WHEREAS, in 1938, Congress declared November 11th as a legal holiday, emphasizing its dedication to the cause of world peace, and in 1954, President Eisenhower signed a bill into law renaming the holiday as Veterans Day; and

WHEREAS, it is our solemn duty to pay homage to the bravery and dedication of those who wear the uniform and to express our enduring gratitude to the entire military community for their commitment to our country.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of the County of Mariposa, a political subdivision of the State of California, proclaims the month of **November 2025 as "Veterans and Military Families Month"**, and proudly joins the rest of our nation to salute and give special honor and recognition to the men and women who have served in our armed forces.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 4th day of November 2025, by unanimous vote.

Rosemarie Smallcombe, District I Supervisor

Jennifer 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 2025-443

MEETING: November 4, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve Third Amendment with The Building Design Group, Inc., Increasing the Amount by $6,950, for a New Amount Not to Exceed $141,641, for Additional Costs for Soils and Geotechnical Report Consultant Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve Third Amendment with The Building Design Group, Inc., Increasing the Amount by $6,950, for a New Amount Not to Exceed $141,641, for Additional Costs for Soils and Geotechnical Report Consultant Services; and Authorize the Board of Supervisors Chair to Sign the Amendment.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The original agreement was first approved by the County Administrative Officer on May 14, 2025.

The Board of Supervisors approved the first amendment with the Building Design Group on July 8, 2025, with Resolution #2025-284.

The Board of Supervisors approved the second amendment with the Building Design Group on September 2, 2025, with Resolution #2025-352

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the amendment, and the vendor would be unable to complete the architectural and engineering plans to complete the renovation project of the Health and Human Services Agency North Campus project located at 10304 Fiske Road in Coulterville, California.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **The Building Design Group Third Amendment**
2. **RES 2025-352 The Building Design Group Second Amendment**
3. **RES 2025-284 The Building Design Group First Amendment**
4. **The Building Design Group 2025 Original Signed Agreement**

VOTE RESULT

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

THIRD AMENDMENT TO AGREEMENT FOR ARCHITECTURAL DESIGN SERVICES

THIS THIRD AMENDMENT TO AGREEMENT FOR ARCHITECTURAL DESIGN, is made and entered into this 14th day of October 2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and The Building Design Group, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated May 13, 2025, wherein Contractor agreed to provide architectural design services; and

WHEREAS, County and Contractor desire to amend said Agreement to change the scope of work to be provided by Contractor;

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

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

1. Paragraph 2, "SERVICES," and Exhibit A-3 are hereby amended to provide that Contractor agrees to provide the following additional services: Soils/Geotechnical Report. The additional services and corresponding additional compensation are set forth in Exhibit A-3. Exhibit A-3 is attached hereto and incorporated by reference.

2. Paragraph 3, "COMPENSATION," and Exhibit A-3 are hereby amended to provide that an additional $6,950.00 will be added to the original amount of $59,600 as well as the first amendment amount of $22,091, the second amendment amount of $53,000 making the total compensation paid to Contractor the not to exceed amount of $141,641. Additional language will include the following: *Response to plan check comments from the Authority Having Jurisdiction (AHJ) pertaining to The Building Design Group and The Building Design Group consultant's scope of work shall be included to assist in obtaining plan check approval. Reviews and response to a supplemental plan review by a non-AHJ or 3rd party reviewer's comments (ie. 3rd party plan check, constructability review, etc.) is considered an additional service which shall be performed as an additional fee per The Building Design Group fee schedule. Item 7, original agreement.*

Except as herein amended, the Agreement dated May 13, 2025 shall remain in full force and effect.

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Rosemarie Smallcombe, Chair Board of Supervisors	Marc Farias Jones, Principal, Project Manager The Building Design Group
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Kevin Briggs County Counsel

THE Building Design Group
Lic. C40483

4620 Ben Hur Rd
Mariposa, CA 95338
Tel: 209 966-5000

SOILS CONSULTANT ADDENDUM

Date: September 29, 2025

To Client: Mariposa County Health and Human Services Agency
Contact: Kimberly Ballard, Deputy Director
5362 Lemee Ln.
P.O. Box 99
Mariposa, CA 95338

Phone: (209) 347-9648
Email: kballard@mariposacounty.org
lbello@mariposacounty.org

Re: Project: 10304 Fiske Road
Coulterville, CA 95311
APN: 004-200-021 & 004-200-022

Proposal Addendum 4: Soils Consultant
The authority having jurisdiction has determined that a geotechnical (soils) report shall be required. The purpose of this addendum is to provide a consultant fee estimate for geotechnical services.

Estimated Breakdown of Fees for the Consultant Addendum

(See Project Proposal and previous addendums for full estimate)

A. Pre-Development Planning: Architectural Design
Est.Total - A — See *Project Proposal 4/25/25*

B. Pre-Development Planning: Engineering/ Consultants
Est. Total – B — See *Project Proposal 4/25/25*

C. Other/Construction: Consultants:

Soils/Geotechnical Report	$6,950.00
Est.Total – C: Other Construction Consultants	$6,950.00*'**
Total this Addendum	**$6,950.00 *'****

+ *See Project Proposal* 4/25/25 & Addendums 6/17/25, 6/24/25, & 8/19/25.

*In addition to project proposal 4/25/25, Addendum (1) 6/17/25, Addendum (2) 6/24/25 & Addendum (3) 8/19/25.

** Response to plan check comments from the Authority Having Jurisdiction (AHJ) pertaining to BDG & BDG consultant's scope of work shall be included to assist in obtaining plan check approval. Reviews and response to a supplemental plan review by a non-AHJ or 3rd party reviewer's comments (ie. 3rd party plan check, constructability review, etc.) is considered an additional service which shall be performed as an additional fee per BDG fee schedule. Item 7, original agreement.

See project proposal for all descriptions including but not limited to: Invoices, Rates, Reimbursables, Agency/County Review Fees, Consultants, Additional Services, Exclusions, Deposit, etc.
See exhibit "A" for soils consultant prevailing wage fee.

Schedule

BDG proposes the following update to the preliminary schedule for remaining/added scope:

Mid. Sept 2025	Ongoing Construction Document (CD) Development
Mid.-End Oct 2025	Fin. CDs (aka permit package), ready for Building Dept. 1st submission.

Signature

Please do not hesitate to call should you have any questions, need clarification, or wish to discuss any details of the Addendum. If the Proposal Addendum is acceptable, please sign below and return to the Building Design Group (BDG).

By signing below, the Client proposes to engage The Building Design Group (BDG) as a professional consultant to perform architectural services as outlined in this Addendum (8/1/2025) to the Project Proposal and according to the terms and conditions set forth in the Client-Architect Agreement, dated April 25, 2025.

Signed,

_____ **Date:** 9/29/2025
Kittijuk Tongthaworn,
Architect, Interim
The Building Design Group (BDG)

Or,

_____ **Date:** 9/29/2025
Marc Farias Jones,
Project Manager, Principal
The Building Design Group (BDG)

Owner/Client:

_____ Date: _____
Print

_____ Date: _____
Sign

SECOND AMENDMENT TO AGREEMENT FOR ARCHITECTURAL DESIGN SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR ARCHITECTURAL DESIGN, is made and entered into this 2nd day of September 2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and The Building Design Group, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated May 13, 2025, wherein Contractor agreed to provide architectural design services; and

WHEREAS, County and Contractor desire to amend said Agreement to change the scope of work to be provided by Contractor;

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

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

1. Paragraph 2, "SERVICES," and Exhibit A-2 are hereby amended to provide that Contractor agrees to provide the following additional services: Engineering/Consultants for Fire Sprinkler Design, Mechanical, Electrical, Plumbing, Energy reports (MEP), Photovoltaic (PV) design for Solar and Certified Access Specialist (CASp). Other Construction Consultants services include: Structural Analysis, Civil, Plan Check, respond to comments and Revisions to plans from 3rd party. The additional services and corresponding additional compensation are set forth in Exhibit A-2. Exhibit A-2 is attached hereto and incorporated by reference.

2. Paragraph 3, "COMPENSATION," and Exhibit A-2 are hereby amended to provide that an additional $53,000 will be added to the original amount of $59,600 as well as the first amendment amount of $22,091, making the total compensation paid to Contractor the not to exceed amount of $134,691. Additional language will include the following: *Additional services, added scope, etc. would be considered an additional fee outside of the "not to exceed" amounts and shall be addressed in the form of an addendum or amendment to the proposal.*

Except as herein amended, the Agreement dated May 13, 2025 shall remain in full force and effect.

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Rosemarie Smallcombe, Chair Board of Supervisors	Marc Farias Jones, Principal, Project Manager The Building Design Group
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Walter Wall County Counsel

THE Building Design Group
Lic. C40483

4620 Ben Hur Rd
Mariposa, CA 95338
Tel: 209 966-5000

CONSULTANT ADDENDUM

Date: August 19, 2025

To Client: Mariposa County Health and Human Services Agency
Contact: Kimberly Ballard, Deputy Director
5362 Lemee Ln.
P.O. Box 99
Mariposa, CA 95338

Phone: (209) 347-9648
Email: kballard@mariposacounty.org
lbello@mariposacounty.org

Re: Project: 10304 Fiske Road
Coulterville, CA 95311
APN: 004-200-021 & 004-200-022

Proposal Addendum 3: Consultants

The Schematic Design Phase is at a level of overall completion and design acceptance, to propose an estimate for architectural services for Engineering/Consultants. The purpose of this addendum is to provide a breakdown of consultant fee estimates per item 5. Estimated Project Fees, Subsection B. Pre-Development Planning: Engineering/Consultants, of the original project proposal agreement dated 4/25/25. The client also proposes to have the following Consultants added to the project scope. Some provided consultants are required; other consultants have been requested by the client as an additional service to be included, per items 11 &/or 12 of the original proposal.

Estimated Breakdown of Fees for the Consultant Addendum

(See Project Proposal and previous addendums for full estimate)

A. **Pre-Development Planning: Architectural Design**

Est.Total - A	See *Project Proposal 4/25/25*

B. **Pre-Development Planning: Engineering/ Consultants**

Fire Sprinkler Design	$3,500.00
MEP:(Mechanical, Electrical, Plumbing, Energy Reports)	$11,500.00
PV Design (Solar)	$2,000.00
CASp	$3,000.00
See *Project Proposal 4/25/25*	*Est. $20,000.00*

C. **Other/Construction: Consultants:**

Structural Analysis	$13,000.00
Civil: *as needed; if required*	$10,000.00***
Soils/Geotechnical Report	TBD, if required
Plan Check/Revisions: AHJ	*Included*
Plan Check/Revisions: 3rd party/non-AHJ (Hourly)	$10,000.00 +/-**
Est.Total – C: Other Construction Consultants	$33,000.00*'**

Total this Addendum **$53,000.00+/- *'****

\+ *See Project Proposal* 4/25/25 & Addendums 6/17/25 & 6/24/25.

*In addition to project proposal 4/25/25 & Addendum (1) 6/17/25 & Addendum(2) 6/24/25.

** Response to plan check comments from the Authority Having Jurisdiction (AHJ) pertaining to BDG & BDG consultant's scope of work shall be included to assist in obtaining plan check approval.

Reviews and response to a supplemental plan review by a non-AHJ or 3rd party reviewer's comments (ie. 3rd party plan check, constructability review, etc.) is considered an additional service which shall be performed as an additional fee per BDG fee schedule. Item 7, original agreement.

*** Note: The client shall provide required and/or requested survey work as-needed for the project, survey work may include but not be limited to; boundary survey, topographical survey, etc.

See project proposal for all descriptions including but not limited to: Invoices, Rates, Reimbursables, Agency/County Review Fees, Consultants, Additional Services, Exclusions, Deposit, etc.

Schedule

BDG proposes the following update to the preliminary schedule for remaining/added scope:

End Aug –Beg. Sept 2025	Fin. Design Development (DD)
End Sept – Beg. Oct 2025	Fin. CDs (aka permit package), ready for Building Dept. 1st submission.

Signature

Please do not hesitate to call should you have any questions, need clarification, or wish to discuss any details of the Addendum. If the Proposal Addendum is acceptable, please sign below and return to the Building Design Group (BDG).

By signing below, the Client proposes to engage The Building Design Group (BDG) as a professional consultant to perform architectural services as outlined in this Addendum (8/19/2025) to the Project Proposal and according to the terms and conditions set forth in the Client-Architect Agreement, dated April 25, 2025.

Signed,

_____ **Date:** 8/19/2025
Kittijuk Tongthaworn,
Architect, Interim
The Building Design Group (BDG)

Or,

_____ **Date:** 8/19/2025
Marc Farias Jones,
Project Manager, Principal
The Building Design Group (BDG)

Owner/Client:

_____ Date: _____
Print

_____ Date: _____
Sign

Docusign Envelope ID: 25A6C661-B926-4D4D-A167-A7175A5F8B61

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-284

MEETING: July 8, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve First Amendment with The Building Design Group, Inc. Increasing the Amount by $22,091 for a New Amount Not to Exceed $81,691, for Additional Costs for Architectural and Engineering Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment with The Building Design Group, Inc. Increasing the Amount by $22,091 for a New Amount Not to Exceed $81,691, for Additional Costs for Architectural and Engineering Services; and Authorize the Board of Supervisors Chair to Sign the Amendment.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The original agreement was first approved by the County Administrative Officer on May 14, 2025.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board chooses not to approve the amendment, the vendor will be unable to complete the architectural and engineering plans to complete the renovation project of the North County Campus project located at 10304 Fiske Road in Coulterville, California.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **The Building Design Group 2025 Signed Agreement (2)**
2. **First Amendment - The Building Design Group Agreement 2025**
3. **MC_HHSA - BDG Project Proposal-Greeley Project -Addendum 6.17.25 (1)**
4. **MCHHSA - BDG Project Proposal-Attached Addendum 6.24.25(Truss Engineering)**

VOTE RESULT

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

Initial
C-HHSA

Docusign Envelope ID: 25A6C661-B926-4D4D-A167-A7175A5F8B61

Docusign Envelope ID: 25A6C661-B926-4D4D-A167-A7175A5F8B61

FIRST AMENDMENT TO AGREEMENT FOR ARCHITECHTURAL DESIGN SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR ARCHITECHTURAL DESIGN, is made and entered into this 8th day of July, 2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and The Building Design Group, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated May 13, 2025, wherein Contractor agreed to provide architectural design services; and

WHEREAS, County and Contractor desire to amend said Agreement to change the scope of work to be provided by Contractor;

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

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

1. Paragraph 2, "SERVICES," and Exhibit A are hereby amended to provide that Contractor agrees to provide the following additional services: architecture design and construction documents for the 24'x30' addition to the existing building and truss engineering for existing trusses analyzed for structural support of additional weight from a solar panel array.

2. Paragraph 3, "COMPENSATION," and Exhibit A are hereby amended to provide that an additional $22,091 will be added to the original amount of $59,600, making the total compensation paid to Contractor the not to exceed amount of $81,691. Additional language will include the following: *Additional services, added scope, etc. would be considered an additional fee outside of the "not to exceed" amounts and shall be addressed in the form of an addendum or amendment to the proposal.*

3. Paragraph 5, HOLD HARMLESS AND INDEMNIFICATION is hereby amended to contain the following language: *To the fullest extent permitted by law, Contractor shall, hold harmless, and indemnify, but not defend, County, its officers, employees, and volunteers, from and against any and all claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to reasonable attorneys' fees, including but not limited to those attributable to bodily injury, sickness, disease, death or injury to or destruction of property, including the loss therefrom (collectively "Liabilities") to the extent*

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caused by the negligence of Contractor or its officers, agents or employees, except where such Liabilities are caused by the sole negligence or willful misconduct of County.

Except as herein amended, the Agreement dated May 13, 2025 shall remain in full force and effect.

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

COUNTY OF MARIPOSA:

DocuSigned by:
Rosemarie Smallcombe
EEE9F94B55214DC...

Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR:

Signed by:
Marc Farias Jones
6928D8264B49435...

Marc Farias Jones, Principal, Project Manager
The Building Design Group

COUNTERSIGNED:
(Government Code §25103)

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

Signed by:
Walter W. Wall
7F70E7E57022409...

Walter W. Wall
County Counsel

Docusign Envelope ID: 25A6C661-B926-4D4D-A167-A7175A5F8B61

THE Building Design Group
Lic. C40483

4620 Ben Hur Rd
Mariposa, CA 95338
Tel: 209 966-5000

ADDENDUM

Date: June 17, 2025

To Client: Mariposa County Health and Human Services Agency
Contact: Kimberly Ballard, Deputy Director
5362 Lemee Ln.
P.O. Box 99
Mariposa, CA 95338

Phone: (209) 347-9648
Email: kballard@mariposacounty.org
lbello@mariposacounty.org

Re: Project: 10304 Fiske Road
Coulterville, CA 95311
APN: 004-200-021 & 004-200-022

Proposal Addendum: Added Scope to Program A
The client proposes to add the following building improvements to program A. The added improvements shall include, but are not limited to:

- 24'x30' addition at the South East gable of the existing structure.
- Community mental health outpatient clinic.
- Outpatient treatment for SUD.

The purpose of this addendum is to provide a fee estimate for the added scope of work. See Project proposal dated April 25, 2025 for full outline of project proposal, project phases, scope of work, etc.

Note: The Proposal Addendum does not include consultant correspondence items such as Mechanical, electrical, and plumbing engineering, fee estimates to be provided by the specialty engineer/contractor. BDG shall coordinate with the mechanical, electrical, plumbing, consultants throughout the Design Development and Construction Document Phase as required for development of the Construction Documents.

Estimated Breakdown of Fees for the Addendum

(See Project Proposal for full estimate)

A. Pre-Development Planning: Architectural Design

Schematic Design	See *Project Proposal 4/25/25*
Design Development	See *Project Proposal 4/25/25*
Preliminary Construction Documents	See *Project Proposal 4/25/25*
Est.Total - A	See *Project Proposal 4/25/25*

B. Pre-Development Planning: Engineering/ Consultants

TBD	See *Project Proposal 4/25/25*

C. Other/Construction:

Construction Documents	See *Project Proposal 4/25/25*
Contract Administration	See *Project Proposal 4/25/25*
*Addendum Fee	$20,000*
Est.Total - C	$20,000* + See *Project Proposal 4/25/25*

*In addition to project proposal 4/25/25.

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** The fee for the CD phase is based on a project size and scope as described previously in the owners program. Any increase in program square footage beyond 10%, or an increase in the level of complexity or detail, shall require review and possible renegotiation of fees.*
***An initial building evaluation suggests that structural engineering is not required for this project and it will be designed to comply with the existing building portions of the building code. If unforeseen circumstances reveal that engineering is required or the design develops beyond the scope of the prescriptive code, an additional charge may occur.*
**** This is performed by the installer or contractor and credited toward the installation cost.*

See project proposal for all descriptions including but not limited to: Invoices, Rates, Reimbursables, Agency/County Review Fees, Consultants, Additional Services, Exclusions, Deposit, etc.

Signature

Please do not hesitate to call should you have any questions, need clarification, or wish to discuss any details of the Addendum. If the Proposal Addendum is acceptable, please sign below and return to the Building Design Group (BDG).

By signing below, the Client proposes to engage The Building Design Group (BDG) as a professional consultant to perform architectural services as outlined in this Addendum (6/13/2025) to the Project Proposal and according to the terms and conditions set forth in the Client-Architect Agreement, dated April 25, 2025.

Signed,

_____ **Date:** 6/17/2025
Kittijuk Tongthaworn,
Architect, Interim
The Building Design Group (BDG)

Or,

_____ **Date:** 6/17/2025
Marc Farias Jones,
Project Manager, Principal
The Building Design Group (BDG)

Owner/Client:

_____ Date: _____
Print

_____ Date: _____
Sign

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THE Building Design Group
Lic. C40483

4620 Ben Hur Rd
Mariposa, CA 95338
Tel: 209 966-5000

TRUSS ENGINEERING ADDENDUM

Date: June 24, 2025

To Client: Mariposa County Health and Human Services Agency
Contact: Kimberly Ballard, Deputy Director
5362 Lemee Ln.
P.O. Box 99
Mariposa, CA 95338

Phone: (209) 347-9648
Email: kballard@mariposacounty.org
lbello@mariposacounty.org

Re: Project: 10304 Fiske Road
Coulterville, CA 95311
APN: 004-200-021 & 004-200-022

Proposal Addendum: Added Scope to Program A
The client proposes to have the existing trusses anylized for structural support of additional weight from a solar panel array. If additional support is required, a design will be provided.

The purpose of this addendum is to provide a fee estimate for the added scope of work. See Project proposal dated April 25, 2025 for full outline of project proposal, project phases, scope of work, etc.

Note: This Addendum is only for calculating the existing trusses for gravity & wind support. No other engineering is included.

Estimated Breakdown of Fees for the Addendum

(See Project Proposal for full estimate)

A. Pre-Development Planning: Architectual Design
Est.Total - A — See *Project Proposal 4/25/25*

B. Pre-Development Planning: Engineering/ Consultants
TBD — See *Project Proposal 4/25/25*

C. Other/Construction:
Truss Engineering
Drafting
Truss Addendum Fee — $2,091.00
Est.Total - C — $2,091.00* + *See Project Proposal* 4/25/25 & Addendum 6/17/25.

*In addition to project proposal 4/25/25 & Addendum 6/17/25.

See project proposal for all descriptions including but not limited to: Invoices, Rates, Reimbursables, Agency/County Review Fees, Consultants, Additional Services, Exclusions, Deposit, etc.

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Signature

Please do not hesitate to call should you have any questions, need clarification, or wish to discuss any details of the Addendum. If the Proposal Addendum is acceptable, please sign below and return to the Building Design Group (BDG).

By signing below, the Client proposes to engage The Building Design Group (BDG) as a professional consultant to perform architectural services as outlined in this Addendum (6/24/2025) to the Project Proposal and according to the terms and conditions set forth in the Client-Architect Agreement, dated April 25, 2025.

Signed,

_____ **Date:** 6/24/2025
Kittijuk Tongthaworn,
Architect, Interim
The Building Design Group (BDG)

Or,

_____ **Date:** 6/24/2025
Marc Farias Jones,
Project Manager, Principal
The Building Design Group (BDG)

Owner/Client:

_____ Date: _____
Print

_____ Date: _____
Sign

Docusign Envelope ID: 25A6C661-B926-4D4D-A167-A7175A5F8B61

AGREEMENT ROUTING SHEET

To: *Deanna Stickles and Malena Palmer* **Dept.:** *Clerk of the Board* **Date:** 5/13/2025

From: Contracts @ HHSA TS **Agreement with:** The Building Design Group

Section 1: TYPE OF PROCESSING REQUESTED: *(Complete all Section 1 fields.)*

1) Is this a digital signature request? **Yes** ☑ **No** ☐ *(If No, please provide two original copies signed by the vendor.)*

2) Is this the standard County Agreement Form? **Yes** ☑ **No** ☐ *If No, please answer the following question:*

a. Has this non-standard agreement been vetted by County Counsel? **Yes** ☑ **No** ☐
(If Yes, provide approval to COB via email. If No, see the instructions below.
Non-standard agreements will NOT be processed without County Counsel's approval.)

3) Is the Certificate of Insurance attached? **Yes** ☑ **No** ☐ *If No, **DO NOT** submit until COI is received and attached.*

Section 2: VENDOR AND AGREEMENT TYPE *(Complete all Section 2 fields.)*

Vendor Signator & Title: Marc Farias Jones, Principal, Project I
(Name of person signing the agreement and their title)

Vendor Email: mfj@thebuildingdesigngroup.com
(Email of signee)

For: Architectural Design
(Provide a brief description of the service provided or product purchased, i.e. "Police service dog training," "Annual Senior Health Fair," etc.)

Term: 4/25/2025 - 4/24/2026
(Enter beginning "to" end. 3 years or less for DH or CAO agreements.)

Is this an Amendment to an Agreement? **Yes** ☐ **No** ■
(If Yes, attach copies of all prior amendments, *AS WELL AS THE INITIAL AGREEMENT*.)
Total amendments cannot extend the term beyond five years.

Is this an Agreement for goods, supplies, or services? **Yes** ■ **No** ☐
(If Yes, attach copies of the required competitive solicitations per the Purchasing Policy.)
<$3,000 – No solicitation required; ***$3,000-$9,999*** – Informal solicitation, two quotes; ***$10,000-$60,000*** - Informal solicitation, three or more quotes
DO NOT submit the agreement without the solicitations attached if required.

Section 3: PURCHASING AUTHORIZATION *(Complete the appropriate Section 3 field.)*

☐ **BOARD ACTION** **CC** ID # or Res No.: _____ Scheduled Date: _____

☐ **PURCHASING CODE (CAO or Department Heads - County Code Chapter 3.08):**

☐ $_____ **DEPARTMENT HEADS, <= $20,000 (**MCC Section 3.08.050):
(May not purchase or lease real property or storage space without the Purchasing Agent's approval.)

■ $59, 600 **CAO as Purchasing Agent, <= $60,000** (MCC Section 3.08.090):
(Amount limited to what is budgeted.)

☐ **INDEMNIFICATION AGREEMENTS (Res. 05-117 and 04-346)** $_____

The below fall under the Signature Authority Policy and/or the Purchasing Policy

☐ **INTERDEPARTMENTAL AGREEMENTS** $ _____

☐ **MEMORANDUM OF UNDERSTANDING (MOU)** *No Cost* $ _____

☐ **CODE COMPLIANCE AGREEMENT** $ _____

☐ **SOFTWARE AS A SERVICE or OTHER SUBSCRIPTIONS or LICENSES** $ _____

***See next page for submitting instructions**

Initial
C-HHSA

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AGREEMENT FOR ARCHITECTURAL DESIGN SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 13th day of May, 2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and The Building Design Group, hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on April 25, 2025, and terminate on April 24, 2026, unless extended as provided by this Agreement.

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $59,600 as set forth in Exhibit A, "Scope of Work and Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to

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purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an

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employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
The Building Design Group
4620 Ben Hur Road
Mariposa, CA 95338

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

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12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving

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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to

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this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA

DocuSigned by:
Joe Lynch
9C760F0DDEF94BE...

Joy Lynch
County Administrative Officer

CONTRACTOR

Signed by:
Marc Farias Jones
C2B5F16D88BA47C...

Marc Farias Jones, Principal, Project Manager
The Building Design Group

APPROVED AS TO FORM:

Signed by:
Walter W. Wall
7F70E7E57022409...

Walter Wall
County Counsel

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EXHIBIT A

THE Building Design Group
Lic. C40483

4620 Ben Hur Rd
Mariposa, CA 95338
Tel: 209 966-5000

PROJECT PROPOSAL

Date: April 25, 2025

To Client: Mariposa County Health and Human Services Agency
Contact: Kimberly Ballard, Deputy Director
5362 Lemee Ln.
P.O. Box 99
Mariposa, CA 95338

Phone: (209) 347-9648
Email: kballard@mariposacounty.org
lbello@mariposacounty.org

Re: Project: 10304 Fiske Road
Coulterville, CA 95311
APN: 004-200-021 & 004-200-022

Thank you for the opportunity to present this proposal for architectural design services for your project.

Project Description

The Mariposa County Health and Human Services Agency (HHSA) proposes to improve and existing site and building. The improvements shall optimize use of the facility for the HHSA departments and other County services.

The primary parcel is approx. 0.47 acres, with an existing structure which is approx. 4,170 SF, which was previously utilized by a local charter school as a high school facility. The individual spaces within the structure vary in size, ranging from 504 SF to 1,850 SF. Multi-accommodation restrooms are located between the classrooms and a single-user restroom facility for the staff. The adjacent 0.47 acre parcel appears to provide access to the primary parcel and appears to contain site infrastructure which serves the main parcel.

Note: Program sketches, descriptions/conditions, and site photos have been provided by the HHSA agency.

Owners Program A:

The HHSA Department proposes to create a satellite facility by implementing building improvements to achieve the following preliminary program. The proposed improvments shall include, but are not limited to:

- Lobby/Waiting room
- Reception
- Copy/Storage
- Server Room
- Clerical Medical Suite
- Office Spaces
- (1) Conference Room for 10-12 persons
- Break Room
- Restrooms
- Utility Closet
- Janitors Closet

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Additional design objective the County may consider include (but are not limited to):

- Additional staff parking (maximize-per code)
- Interconnecting spaces (including interior access to restrooms-per code)
- Sheriff's office space with direct access to adjacent designated parking stall
- Outdoor break area

1. Proposed Scope of Architectural Services

The following phases shall apply where indicated:

A. Schematic Design (SD)
B. Design Development (DD)
C. Construction Documents (CD)
D. Contract Administration (CA)

These phases are described in detail below, followed further along by a fee schedule.

A. Schematic Design (SD) *(performed on an hourly basis)*

- Based upon Client's program, graphically depict program criteria including room sizes, volumes, adjacencies, circulation paths, basic furniture layouts, in hand-sketched format or rough CAD modeling.
- Present to Client for review and approval. Revise and refine as required, prior to starting hard-lined drawings (CAD production).
- Upon receipt of Client's approval, continue the preparation of Schematic Design documents in CAD format. Drawings shall include: site plan, floor plans, exterior elevations, building sections, etc.
- Attend pre-application design meeting and present project to Planning Dept, Home Owner Association, if required.
- Preliminary Planning elements (i.e. research, zoning, use, coordination w/ planning, etc.)
- Secure Client's written approval at the end of Schematic Design, prior to starting Design Development.

B. Design Development (DD) *(performed on an hourly basis)*

- Continue the development of the approved design concept via CAD drawings. Drawings shall include: site plan, floor plans, roof plan, exterior elevations, building sections, conceptual design details and notation.
- Coordinate with engineering consultants as required and integrate such engineering into the design.
- Meet with Planning Dept. for preliminary review and approval of design concepts, if required.
- Secure Client's written approval prior to starting Construction Documents (Permit Drawings) phase.

C. Construction Documents (CD) *(performed as a fixed fee)*

- Prepare Construction Documents through continued development of the approved design concept. Drawings shall include: site plan, floor plans, roof plan, exterior elevations, building section, schedules and notes, construction details, mechanical / electrical schematic layout (design / build). Coordinate with the engineering consultants and integrate building systems.

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- Building Dept. review: pick up plan check comments, make revisions and resubmit, if required (this excludes additional requirements as specified in section 13).

D. Contract Administration (CA) *(performed on an hourly basis)*

- Aid in the interpretation of the permit documents during construction.
- Visit the site periodically to observe the construction and its conformance with the approved design documents.
- Review and approve material, product selection, or substitutions during construction.
- Misc. (not optional) hourly billing rates shall apply for any consultation time and/or printing related to the project, which the architect provides to contractors, sub-contractors, etc. after building permit issuance and during the course of construction.
- Note SITE VISITS: All travel to and from the project, shall be billed on an hourly basis at the project architect's and/or project manager's prevailing rate, regardless of the phase of work underway. The time spent on the project site shall be billed to the phase of work underway at that time.

_____ Initial

By initialing here, you understand and agree to the terms of Item 1.D "Contract Administration (CA)".

2. Project Prerequisites (approved/provided by Client)

Before starting the project design, the Client shall approve the disciplines below or provide the architect with the following information:

A. Project Program
B. *Site Survey
C. *Soils Report
D. *Any other reports, findings or abatements etc. related to the project.

** This information is not always required; however it may be subsequently requested by the Building Dept. Please consult with BDG.*

The architect shall expect to be able to rely on the completeness and accuracy of the respective findings contained in these documents, when designing the project.

3. Client Review and Approval

After appropriate review, the Client shall provide the architect with written approval at the end of each phase, prior to beginning the next. By signing the approval of each phase, the Client signifies that they understand and agree with the design, as it relates to their program needs.

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4. Revisions

Revisions requested after completion of the *design phase, i.e. during the Construction Document phase, would be considered an additional service, and billed on an hourly basis.

*(Revisions requested during the SD & DD phases would be tracked and billed hourly as a matter of course, as part of the ongoing design phase. These revisions would not be considered an additional service)

5. Estimated Project Fees

A breakdown of fee estimates per phase is as follows. Please note, these are preliminary estimates. The CD phase in particular can be firmly established, once the design phase is complete and a final design scheme has been established and approved by the client.

A. Pre-Development Planning: Architectural Design

Schematic Design	Hourly, est. $11,800.00
Design Development	Hourly, est. $8,800.00
Preliminary Construction Documents	$4,400.00*
(or additional SD/DD, if occurs)	
Est. Total –A. *(not to exceed)*	$25,000.00*

B. Pre-Development Planning: Engineering/ Consultants

Structural Engineer *(not anticipated (N/A))*	TBD, if required**
Soils Engineer	N/A
Civil Engineer *(if required)*	N/A
Truss Engineer *(if required)*	Reimbursable***
Energy Report	$1,000.00
Fire Sprinkler Engineer *(if required)*	Reimbursable***
Photo Voltaics (Solar)	N/A
Est. Total – B.	$1,000.00**
(Not to exceed $20,000.00)	

C. Other/Construction:

Construction Documents	$33,600.00* **
Contract Administration	*Hourly, if occurs/requested*
Est. Total –C.	$33,600.00

Estimate Grand Total **$59,600.00**

** The fee for the CD phase is based on a project size and scope as described previously in the owners program. Any increase in program square footage beyond 10%, or an increase in the level of complexity or detail, shall require review and possible renegotiation of fees.*
***An initial building evaluation suggests that structural engineering is not required for this project and it will be designed to comply with the existing building portions of the building code. If unforeseen circumstances reveal that engineering is required or the design develops beyond the scope of the prescriptive code, an additional charge may occur.*
**** This is performed by the installer or contractor and credited toward the installation cost.*

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6. Invoices

Invoices shall be generated monthly for a given phase, based on hours accrued as a percentage of completion during the prior month. Invoices are due upon receipt.

7. Rates *(Applicable to T&M work)*

Project Architect	$206/hr
Project Manager	$185/hr
Drafter	$106/hr
Project Engineer	$213/hr
Clerical	$ 68/hr

8. Reimbursables

All reimbursable expenses shall be billed at cost, plus an administration fee of 10%. These include but are not limited to the following:

- Consultant contracts managed by BDG.
- Reproducibles in the form of prints, faxes, telephone, travel, accommodation, clerical time, etc.
- Shipping or mailing costs.
- General Printing – Architectural Drawings/Documents 24" x 36" = $4.30/sheet
  13" x 19" = $2.00/sheet
  11" x 17" = $1.00/sheet
  8.5"x 11" = $0.30/sheet

_____ Initial

By initialing here, you understand and agree to the terms of Item 8 "Reimbursables".

9. Agency/County Review Fees

All Agency/County fees are the Client's responsibility. Review fees are indeterminate at this time: However, a typical range might be 3-5% of the construction cost for the building permit. School fees may also be incurred for the proposed new habitable square footage. It is suggested that the Client research these fees with the appropriate agencies.

10. Consultants

The following is a summary of the consultants typically* required on a project of this nature. In general, the architect recommends that the Client contract directly with the consultant, if said consultant is required. In these cases, the architect can work with the Client to set up these contracts. There are however, several consultants that the architect will typically contract directly with, and when there scope has been established, their fee will be included in the architect's invoices during the CD phase. (Regardless of who the contract is set up with, BDG will collaborate with the Client and all of the disciplines.)

A. **Structural Engineer
B. **Energy Analysis & Report
C. **Sprinkler Design Engineer
D. Truss Engineer
E. Civil Engineer
F. Soils Engineer
G. Surveyor
H. Interior Designer

*Note: * Every project is unique and may require only certain disciplines.*

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*** The architect would typically contract directly with these consultants.*

11. Additional Services

The Architect or the Architect's consultants can provide additional services when requested and authorized by the Client in writing. These can be determined on an as-needed basis, as the project progresses. These services might include:

A. Additional design consultation beyond the initial scope.
B. High-res 3D Rendering *(basic 3D views inherent in the software would be included)*.
C. Field trips (construction observation, etc.).
D. Delivery of CD package to Building, Planning Department, etc. for submittal.
E. Grading/civil design.
F. Photo voltaics design.

12. Exclusions

The following services are excluded from this proposal. However, they can be performed as an additional service upon request, by the Architect or consultants:

A. Interior design, color & material, furniture selection.
B. Lighting design *(schematic lighting layout will be included in utility plans*).
C. Landscape design.
D. Surveying.
E. All County/City permit fees.
F. Soils investigations/geotechnical studies.
G. County requirements for building pad and soils such as Grading permit, Compaction Tests, Perc Tests, etc.
H. County Health Dept. requirements other than those required by state code (septic system design, special water systems, etc.).
I. Civil and/or grading design if required by the City or County.
J. Photo voltaics design/engineering.

13. Additional Planning and Building Dept. Requirements

Any additional tasks or observations of the site/project that are required by the jurisdiction having authority (JHA) would be considered an additional service and billed at an hourly rate. This may also include creating updated drawings and/or letters or reports required by the JHA.

_____
Initial

By initialing here, you understand and agree to the terms of Item 13 "Additional Planning and Building Dept. Requirements".

14. Project Deliverables

At the completion of the project, the Architect shall produce the required number of final permit document sets and supportive documents (drawings, reports, calc packs, etc). These *documents shall be stamped and signed and ready for submission to the jurisdiction having authority (JHA).

* 1. The Construction Documents (aka permit set) shall be prepared per the customary standards of the profession, for the type of project and scope of work, as previously described.

* 2. The CDs shall be comprehensive enough so that any General Contractor can build the project, without the need for prior knowledge of, or prior familiarity with the project.

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/15/2025

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

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

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549 License#: 6003745	**CONTACT NAME:** Lisa Shimizu-Fookes **PHONE (A/C, No, Ext):** 714-427-3482 **FAX (A/C, No):** **E-MAIL ADDRESS:** CertsDesignPro@AssuredPartners.com
INSURED The Building Design Group 4620 Ben Hur Road Mariposa CA 95338 BUILDES-02	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** XL Specialty Insurance Company — 37885 **INSURER B :** Hartford Casualty Insurance Company — 29424 **INSURER C :** Hartford Underwriters Insurance Company — 30104 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 183294625 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR X Contractual Liab Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	57SBWBH4S1F	1/20/2025	1/20/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	57SBWBH4S1F	1/20/2025	1/20/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		57WECAB6UN6	12/16/2024	12/16/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			DPS5036621	12/16/2024	12/16/2027	Per Claim Aggregate Limit	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies.

Re: All Operations as pertains to named insured.

CERTIFICATE HOLDER

Mariposa County
4639 Ben Hur Road
Mariposa CA 95338

CANCELLATION 30 Day Notice of Cancellation

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

AUTHORIZED REPRESENTATIVE

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Certificate Of Completion

Envelope Id: 95111157-BBF6-433A-BC88-1A9EE9AFFAB1
Status: Completed
Subject: Complete with Docusign: Mariposa County HHSA - Building Design Group - CAO-5.13.2025.pdf
Source Envelope:
Document Pages: 16
Signatures: 3
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

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

Record Tracking

Status: Original
5/13/2025 11:47:48 AM
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Signer Events	Signature	Timestamp
Walter W. Wall wwall@mariposacounty.org District Attorney Security Level: Email, Account Authentication (None)	Signed by: Walter W. Wall 7F70E7E57022409... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 5/13/2025 11:51:49 AM Viewed: 5/13/2025 12:03:50 PM Signed: 5/13/2025 12:03:57 PM
Electronic Record and Signature Disclosure: Accepted: 5/13/2025 12:03:50 PM ID: 8562edd3-b5bb-4554-9155-792b23ac2deb		
Joe Lynch jlynch@mariposacounty.org County Administrative Officer Mariposa Health and Human Services Security Level: Email, Account Authentication (None)	DocuSigned by: Joe Lynch 9C760F0DDEF94BE... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 5/13/2025 12:03:58 PM Viewed: 5/14/2025 1:17:00 PM Signed: 5/14/2025 1:17:37 PM
Electronic Record and Signature Disclosure: Accepted: 12/28/2022 2:18:18 PM ID: f458d0c7-7cd7-4bd0-b6dd-352a5abd09b8		
Marc Farias Jones mfj@thebuildingdesigngroup.com Security Level: Email, Account Authentication (None)	Signed by: Marc Farias Jones C2B5F16D88BA47C... Signature Adoption: Pre-selected Style Using IP Address: 98.97.63.183	Sent: 5/14/2025 1:17:39 PM Viewed: 5/14/2025 3:08:05 PM Signed: 5/14/2025 3:10:35 PM
Electronic Record and Signature Disclosure: Accepted: 5/14/2025 3:08:05 PM ID: a5f9f626-68ff-47e9-9c63-c46d87393fee		
Contracts HHSA contractshhsa@mariposacounty.org Security Level: Email, Account Authentication (None)	Initial C-HHSA Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 5/14/2025 3:10:37 PM Viewed: 5/14/2025 3:11:09 PM Signed: 5/14/2025 3:11:13 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/13/2025 11:51:49 AM
Certified Delivered	Security Checked	5/14/2025 3:11:09 PM
Signing Complete	Security Checked	5/14/2025 3:11:13 PM
Completed	Security Checked	5/14/2025 3:11:13 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

Docusign Envelope ID: 25A6C661-B926-4D4D-A167-A7175A5F8B61 01 PM
Parties agreed to: Walter W. Wall, Joe Lynch, Marc Farias Jones

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact County of Mariposa:

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

To advise County of Mariposa of your new email address

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

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

To request paper copies from County of Mariposa

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

To withdraw your consent with County of Mariposa

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

Docusign Envelope ID: 95111157-BBF6-433A-BC88-1A9EE9AFFAB1

AGREEMENT ROUTING SHEET

To: *Deanna Stickles and Malena Palmer* **Dept.:** *Clerk of the Board* **Date:** 5/13/2025

From: Contracts @ HHSA TS **Agreement with:** The Building Design Group

Section 1: TYPE OF PROCESSING REQUESTED: *(Complete all Section 1 fields.)*

1) Is this a digital signature request? **Yes** ☑ **No** ☐ *(If No, please provide two original copies signed by the vendor.)*

2) Is this the standard County Agreement Form? **Yes** ☑ **No** ☐ *If No, please answer the following question:*

a. Has this non-standard agreement been vetted by County Counsel? **Yes** ☑ **No** ☐
(If Yes, provide approval to COB via email. If No, see the instructions below.
Non-standard agreements will NOT be processed without County Counsel's approval.)

3) Is the Certificate of Insurance attached? **Yes** ☑ **No** ☐ *If No, **DO NOT** submit until COI is received and attached.*

Section 2: VENDOR AND AGREEMENT TYPE *(Complete all Section 2 fields.)*

Vendor Signator & Title: Marc Farias Jones, Principal, Project I
(Name of person signing the agreement and their title)

Vendor Email: mfj@thebuildingdesigngroup.com
(Email of signee)

For: Architectural Design
(Provide a brief description of the service provided or product purchased, i.e. "Police service dog training," "Annual Senior Health Fair," etc.)

Term: 4/25/2025 - 4/24/2026
(Enter beginning "to" end. 3 years or less for DH or CAO agreements.)

Is this an Amendment to an Agreement? **Yes** ☐ **No** ■
(If Yes, attach copies of all prior amendments, *AS WELL AS THE INITIAL AGREEMENT*.)
Total amendments cannot extend the term beyond five years.

Is this an Agreement for goods, supplies, or services? **Yes** ■ **No** ☐
(If Yes, attach copies of the required competitive solicitations per the Purchasing Policy.)
<$3,000 – No solicitation required; ***$3,000-$9,999*** – Informal solicitation, two quotes; ***$10,000-$60,000*** - Informal solicitation, three or more quotes
DO NOT submit the agreement without the solicitations attached if required.

Section 3: PURCHASING AUTHORIZATION *(Complete the appropriate Section 3 field.)*

☐ **BOARD ACTION** **CC** ID # or Res No.: _____ Scheduled Date: _____

☐ **PURCHASING CODE (CAO or Department Heads - County Code Chapter 3.08):**

☐ $_____ **DEPARTMENT HEADS, <= $20,000 (**MCC Section 3.08.050):
(May not purchase or lease real property or storage space without the Purchasing Agent's approval.)

■ $59, 600 **CAO as Purchasing Agent, <= $60,000** (MCC Section 3.08.090):
(Amount limited to what is budgeted.)

☐ **INDEMNIFICATION AGREEMENTS (Res. 05-117 and 04-346)** $_____

The below fall under the Signature Authority Policy and/or the Purchasing Policy

☐ **INTERDEPARTMENTAL AGREEMENTS** $ _____

☐ **MEMORANDUM OF UNDERSTANDING (MOU)** *No Cost* $ _____

☐ **CODE COMPLIANCE AGREEMENT** $ _____

☐ **SOFTWARE AS A SERVICE or OTHER SUBSCRIPTIONS or LICENSES** $ _____

***See next page for submitting instructions**

Initial
C-HHSA

Docusign Envelope ID: 95111157-BBF6-433A-BC88-1A9EE9AFFAB1

AGREEMENT FOR ARCHITECTURAL DESIGN SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 13th day of May, 2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and The Building Design Group, hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on April 25, 2025, and terminate on April 24, 2026, unless extended as provided by this Agreement.

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $59,600 as set forth in Exhibit A, "Scope of Work and Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to

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purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an

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employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
The Building Design Group
4620 Ben Hur Road
Mariposa, CA 95338

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

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12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving

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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to

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this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA

DocuSigned by:
Joe Lynch
9C760F0DDEF94BE...

Joy Lynch
County Administrative Officer

CONTRACTOR

Signed by:
Marc Farias Jones
C2B5F16D88BA47C...

Marc Farias Jones, Principal, Project Manager
The Building Design Group

APPROVED AS TO FORM:

Signed by:
Walter W. Wall
7F70E7E57022409...

Walter Wall
County Counsel

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EXHIBIT A

THE Building Design Group
Lic. C40483

4620 Ben Hur Rd
Mariposa, CA 95338
Tel: 209 966-5000

PROJECT PROPOSAL

Date: April 25, 2025

To Client: Mariposa County Health and Human Services Agency
Contact: Kimberly Ballard, Deputy Director
5362 Lemee Ln.
P.O. Box 99
Mariposa, CA 95338

Phone: (209) 347-9648
Email: kballard@mariposacounty.org
lbello@mariposacounty.org

Re: Project: 10304 Fiske Road
Coulterville, CA 95311
APN: 004-200-021 & 004-200-022

Thank you for the opportunity to present this proposal for architectural design services for your project.

Project Description

The Mariposa County Health and Human Services Agency (HHSA) proposes to improve and existing site and building. The improvements shall optimize use of the facility for the HHSA departments and other County services.

The primary parcel is approx. 0.47 acres, with an existing structure which is approx. 4,170 SF, which was previously utilized by a local charter school as a high school facility. The individual spaces within the structure vary in size, ranging from 504 SF to 1,850 SF. Multi-accommodation restrooms are located between the classrooms and a single-user restroom facility for the staff. The adjacent 0.47 acre parcel appears to provide access to the primary parcel and appears to contain site infrastructure which serves the main parcel.

Note: Program sketches, descriptions/conditions, and site photos have been provided by the HHSA agency.

Owners Program A:

The HHSA Department proposes to create a satellite facility by implementing building improvements to achieve the following preliminary program. The proposed improvments shall include, but are not limited to:

- Lobby/Waiting room
- Reception
- Copy/Storage
- Server Room
- Clerical Medical Suite
- Office Spaces
- (1) Conference Room for 10-12 persons
- Break Room
- Restrooms
- Utility Closet
- Janitors Closet

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Additional design objective the County may consider include (but are not limited to):

- Additional staff parking (maximize-per code)
- Interconnecting spaces (including interior access to restrooms-per code)
- Sheriff's office space with direct access to adjacent designated parking stall
- Outdoor break area

1. Proposed Scope of Architectural Services

The following phases shall apply where indicated:

A. Schematic Design (SD)
B. Design Development (DD)
C. Construction Documents (CD)
D. Contract Administration (CA)

These phases are described in detail below, followed further along by a fee schedule.

A. Schematic Design (SD) *(performed on an hourly basis)*

- Based upon Client's program, graphically depict program criteria including room sizes, volumes, adjacencies, circulation paths, basic furniture layouts, in hand-sketched format or rough CAD modeling.
- Present to Client for review and approval. Revise and refine as required, prior to starting hard-lined drawings (CAD production).
- Upon receipt of Client's approval, continue the preparation of Schematic Design documents in CAD format. Drawings shall include: site plan, floor plans, exterior elevations, building sections, etc.
- Attend pre-application design meeting and present project to Planning Dept, Home Owner Association, if required.
- Preliminary Planning elements (i.e. research, zoning, use, coordination w/ planning, etc.)
- Secure Client's written approval at the end of Schematic Design, prior to starting Design Development.

B. Design Development (DD) *(performed on an hourly basis)*

- Continue the development of the approved design concept via CAD drawings. Drawings shall include: site plan, floor plans, roof plan, exterior elevations, building sections, conceptual design details and notation.
- Coordinate with engineering consultants as required and integrate such engineering into the design.
- Meet with Planning Dept. for preliminary review and approval of design concepts, if required.
- Secure Client's written approval prior to starting Construction Documents (Permit Drawings) phase.

C. Construction Documents (CD) *(performed as a fixed fee)*

- Prepare Construction Documents through continued development of the approved design concept. Drawings shall include: site plan, floor plans, roof plan, exterior elevations, building section, schedules and notes, construction details, mechanical / electrical schematic layout (design / build). Coordinate with the engineering consultants and integrate building systems.

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- Building Dept. review: pick up plan check comments, make revisions and resubmit, if required (this excludes additional requirements as specified in section 13).

D. Contract Administration (CA) *(performed on an hourly basis)*

- Aid in the interpretation of the permit documents during construction.
- Visit the site periodically to observe the construction and its conformance with the approved design documents.
- Review and approve material, product selection, or substitutions during construction.
- Misc. (not optional) hourly billing rates shall apply for any consultation time and/or printing related to the project, which the architect provides to contractors, sub-contractors, etc. after building permit issuance and during the course of construction.
- Note SITE VISITS: All travel to and from the project, shall be billed on an hourly basis at the project architect's and/or project manager's prevailing rate, regardless of the phase of work underway. The time spent on the project site shall be billed to the phase of work underway at that time.

_____ Initial

By initialing here, you understand and agree to the terms of Item 1.D "Contract Administration (CA)".

2. Project Prerequisites (approved/provided by Client)

Before starting the project design, the Client shall approve the disciplines below or provide the architect with the following information:

A. Project Program
B. *Site Survey
C. *Soils Report
D. *Any other reports, findings or abatements etc. related to the project.

** This information is not always required; however it may be subsequently requested by the Building Dept. Please consult with BDG.*

The architect shall expect to be able to rely on the completeness and accuracy of the respective findings contained in these documents, when designing the project.

3. Client Review and Approval

After appropriate review, the Client shall provide the architect with written approval at the end of each phase, prior to beginning the next. By signing the approval of each phase, the Client signifies that they understand and agree with the design, as it relates to their program needs.

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4. Revisions

Revisions requested after completion of the *design phase, i.e. during the Construction Document phase, would be considered an additional service, and billed on an hourly basis.

*(Revisions requested during the SD & DD phases would be tracked and billed hourly as a matter of course, as part of the ongoing design phase. These revisions would not be considered an additional service)

5. Estimated Project Fees

A breakdown of fee estimates per phase is as follows. Please note, these are preliminary estimates. The CD phase in particular can be firmly established, once the design phase is complete and a final design scheme has been established and approved by the client.

A. Pre-Development Planning: Architectural Design

Schematic Design	Hourly, est. $11,800.00
Design Development	Hourly, est. $8,800.00
Preliminary Construction Documents	$4,400.00*
(or additional SD/DD, if occurs)	
Est. Total –A. *(not to exceed)*	$25,000.00*

B. Pre-Development Planning: Engineering/ Consultants

Structural Engineer *(not anticipated (N/A))*	TBD, if required**
Soils Engineer	N/A
Civil Engineer *(if required)*	N/A
Truss Engineer *(if required)*	Reimbursable***
Energy Report	$1,000.00
Fire Sprinkler Engineer *(if required)*	Reimbursable***
Photo Voltaics (Solar)	N/A
Est. Total – B.	$1,000.00**
(Not to exceed $20,000.00)	

C. Other/Construction:

Construction Documents	$33,600.00* **
Contract Administration	*Hourly, if occurs/requested*
Est. Total –C.	$33,600.00

Estimate Grand Total	**$59,600.00**

** The fee for the CD phase is based on a project size and scope as described previously in the owners program. Any increase in program square footage beyond 10%, or an increase in the level of complexity or detail, shall require review and possible renegotiation of fees.*
***An initial building evaluation suggests that structural engineering is not required for this project and it will be designed to comply with the existing building portions of the building code. If unforeseen circumstances reveal that engineering is required or the design develops beyond the scope of the prescriptive code, an additional charge may occur.*
**** This is performed by the installer or contractor and credited toward the installation cost.*

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6. Invoices

Invoices shall be generated monthly for a given phase, based on hours accrued as a percentage of completion during the prior month. Invoices are due upon receipt.

7. Rates *(Applicable to T&M work)*

Project Architect	$206/hr
Project Manager	$185/hr
Drafter	$106/hr
Project Engineer	$213/hr
Clerical	$ 68/hr

8. Reimbursables

All reimbursable expenses shall be billed at cost, plus an administration fee of 10%. These include but are not limited to the following:

- Consultant contracts managed by BDG.
- Reproducibles in the form of prints, faxes, telephone, travel, accommodation, clerical time, etc.
- Shipping or mailing costs.
- General Printing – Architectural Drawings/Documents 24" x 36" = $4.30/sheet
  13" x 19" = $2.00/sheet
  11" x 17" = $1.00/sheet
  8.5"x 11" = $0.30/sheet

_____ Initial

By initialing here, you understand and agree to the terms of Item 8 "Reimbursables".

9. Agency/County Review Fees

All Agency/County fees are the Client's responsibility. Review fees are indeterminate at this time: However, a typical range might be 3-5% of the construction cost for the building permit. School fees may also be incurred for the proposed new habitable square footage. It is suggested that the Client research these fees with the appropriate agencies.

10. Consultants

The following is a summary of the consultants typically* required on a project of this nature. In general, the architect recommends that the Client contract directly with the consultant, if said consultant is required. In these cases, the architect can work with the Client to set up these contracts. There are however, several consultants that the architect will typically contract directly with, and when there scope has been established, their fee will be included in the architect's invoices during the CD phase. (Regardless of who the contract is set up with, BDG will collaborate with the Client and all of the disciplines.)

A. **Structural Engineer
B. **Energy Analysis & Report
C. **Sprinkler Design Engineer
D. Truss Engineer
E. Civil Engineer
F. Soils Engineer
G. Surveyor
H. Interior Designer

*Note: * Every project is unique and may require only certain disciplines.*

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*** The architect would typically contract directly with these consultants.*

11. Additional Services

The Architect or the Architect's consultants can provide additional services when requested and authorized by the Client in writing. These can be determined on an as-needed basis, as the project progresses. These services might include:

A. Additional design consultation beyond the initial scope.
B. High-res 3D Rendering *(basic 3D views inherent in the software would be included)*.
C. Field trips (construction observation, etc.).
D. Delivery of CD package to Building, Planning Department, etc. for submittal.
E. Grading/civil design.
F. Photo voltaics design.

12. Exclusions

The following services are excluded from this proposal. However, they can be performed as an additional service upon request, by the Architect or consultants:

A. Interior design, color & material, furniture selection.
B. Lighting design *(schematic lighting layout will be included in utility plans*).
C. Landscape design.
D. Surveying.
E. All County/City permit fees.
F. Soils investigations/geotechnical studies.
G. County requirements for building pad and soils such as Grading permit, Compaction Tests, Perc Tests, etc.
H. County Health Dept. requirements other than those required by state code (septic system design, special water systems, etc.).
I. Civil and/or grading design if required by the City or County.
J. Photo voltaics design/engineering.

13. Additional Planning and Building Dept. Requirements

Any additional tasks or observations of the site/project that are required by the jurisdiction having authority (JHA) would be considered an additional service and billed at an hourly rate. This may also include creating updated drawings and/or letters or reports required by the JHA.

_____
Initial

By initialing here, you understand and agree to the terms of Item 13 "Additional Planning and Building Dept. Requirements".

14. Project Deliverables

At the completion of the project, the Architect shall produce the required number of final permit document sets and supportive documents (drawings, reports, calc packs, etc). These *documents shall be stamped and signed and ready for submission to the jurisdiction having authority (JHA).

* 1. The Construction Documents (aka permit set) shall be prepared per the customary standards of the profession, for the type of project and scope of work, as previously described.

* 2. The CDs shall be comprehensive enough so that any General Contractor can build the project, without the need for prior knowledge of, or prior familiarity with the project.

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/15/2025

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

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

PRODUCER
AssuredPartners Design Professionals Insurance Services, LLC
3697 Mt. Diablo Blvd Suite 230
Lafayette CA 94549

License#: 6003745

CONTACT NAME: Lisa Shimizu-Fookes
PHONE (A/C, No, Ext): 714-427-3482 **FAX (A/C, No):**
E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : XL Specialty Insurance Company	37885
INSURER B : Hartford Casualty Insurance Company	29424
INSURER C : Hartford Underwriters Insurance Company	30104
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
The Building Design Group
4620 Ben Hur Road
Mariposa CA 95338

BUILDES-02

COVERAGES **CERTIFICATE NUMBER:** 183294625 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR X Contractual Liab Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	57SBWBH4S1F	1/20/2025	1/20/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	57SBWBH4S1F	1/20/2025	1/20/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		57WECAB6UN6	12/16/2024	12/16/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			DPS5036621	12/16/2024	12/16/2027	Per Claim Aggregate Limit	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies.

Re: All Operations as pertains to named insured.

CERTIFICATE HOLDER

Mariposa County
4639 Ben Hur Road
Mariposa CA 95338

CANCELLATION 30 Day Notice of Cancellation

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

AUTHORIZED REPRESENTATIVE

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Certificate Of Completion

Envelope Id: 95111157-BBF6-433A-BC88-1A9EE9AFFAB1
Status: Completed
Subject: Complete with Docusign: Mariposa County HHSA - Building Design Group - CAO-5.13.2025.pdf
Source Envelope:
Document Pages: 16
Signatures: 3
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

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

Record Tracking

Status: Original
5/13/2025 11:47:48 AM
Holder: Mariposa Clerk of the Board
COBagreements@mariposacounty.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: County of Mariposa
Location: Docusign

Signer Events	Signature	Timestamp
Walter W. Wall wwall@mariposacounty.org District Attorney Security Level: Email, Account Authentication (None)	Signed by: Walter W. Wall 7F70E7E57022409... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 5/13/2025 11:51:49 AM Viewed: 5/13/2025 12:03:50 PM Signed: 5/13/2025 12:03:57 PM
Electronic Record and Signature Disclosure: Accepted: 5/13/2025 12:03:50 PM ID: 8562edd3-b5bb-4554-9155-792b23ac2deb		
Joe Lynch jlynch@mariposacounty.org County Administrative Officer Mariposa Health and Human Services Security Level: Email, Account Authentication (None)	DocuSigned by: Joe Lynch 9C760F0DDEF94BE... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 5/13/2025 12:03:58 PM Viewed: 5/14/2025 1:17:00 PM Signed: 5/14/2025 1:17:37 PM
Electronic Record and Signature Disclosure: Accepted: 12/28/2022 2:18:18 PM ID: f458d0c7-7cd7-4bd0-b6dd-352a5abd09b8		
Marc Farias Jones mfj@thebuildingdesigngroup.com Security Level: Email, Account Authentication (None)	Signed by: Marc Farias Jones C2B5F16D88BA47C... Signature Adoption: Pre-selected Style Using IP Address: 98.97.63.183	Sent: 5/14/2025 1:17:39 PM Viewed: 5/14/2025 3:08:05 PM Signed: 5/14/2025 3:10:35 PM
Electronic Record and Signature Disclosure: Accepted: 5/14/2025 3:08:05 PM ID: a5f9f626-68ff-47e9-9c63-c46d87393fee		
Contracts HHSA contractshhsa@mariposacounty.org Security Level: Email, Account Authentication (None)	Initial C-HHSA Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 5/14/2025 3:10:37 PM Viewed: 5/14/2025 3:11:09 PM Signed: 5/14/2025 3:11:13 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	5/13/2025 11:51:49 AM
Certified Delivered	Security Checked	5/14/2025 3:11:09 PM
Signing Complete	Security Checked	5/14/2025 3:11:13 PM
Completed	Security Checked	5/14/2025 3:11:13 PM
Payment Events	**Status**	**Timestamps**
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact County of Mariposa:

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

To advise County of Mariposa of your new email address

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

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

To request paper copies from County of Mariposa

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

To withdraw your consent with County of Mariposa

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-444

MEETING:	November 4, 2025
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Health and Human Services Agency Director
RE:	Approve a Memorandum of Understanding (MOU) with John C Fremont (JCF) Healthcare District for Security Services; and Authorize the Board of Supervisors Chair to Sign the MOU

RECOMMENDATION AND JUSTIFICATION

Approve a Memorandum of Understanding (MOU) with John C Fremont (JCF) Healthcare District for Security Services; and Authorize the Board of Supervisors Chair to Sign the MOU.

The purpose of this MOU is to continue to develop a framework of cooperation between the County of Mariposa (HHSA) and John C Fremont Healthcare District (JCFHD) to support mutually beneficial programs. Specifically, HHSA shares the cost of services with JCFHD for the Zaks Security agreement. Zaks Security One is paid an hourly rate of $68.50 with a minimum of eight (8) hours per service request per staff, plus two (2) hours for travel (minimum of $685.00 per service call.).

The MOU will be with JCFHD, in partnership with HHSA. HHSA will pay JCFHD $68.50 per hour for clients under 5150 hold or mental health crisis that are placed/referred by HHSA. Billing will be provided monthly on the 1st of each month with payment due by the 15th of each month.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On March 7, 2023, the Board of Supervisors approved the First Amendment to a prior agreement with JCFHD for the same purpose, increasing the amount by $130,000. The amendment was approved under Resolution Number 2023-116.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Non-approval of this MOU incurs the risk of the County of Mariposa being in non-compliance with the state of California and unable to provide a safe work environment for both clients and staff.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. **JCFH and HHSA MOU**
2. **Zaks Security One Agreement**

VOTE RESULT

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

MOU Between the Health and Human Services Agency and John C. Fremont Healthcare District

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Health and Human Services Agency, hereinafter referred to as HHSA, and John C. Fremont Healthcare District, hereinafter referred to as JCFHD.

PURPOSE:

The purpose of this MOU is to continue to develop a framework of cooperation between HHSA and JCFHD to support mutually beneficial programs. Specifically, HHSA will share the cost of services with JCFHD for the Zaks Security agreement. The agreement has a term of July 1, 2025, through June 30, 2026.

A. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

This MOU benefits involved parties and serves the public through this cooperative effort to provide security services and observe 5150 patients awaiting transfer from John C. Fremont Healthcare District at 5189 Hospital Road, Mariposa, California to a designated psychiatric facility.

B. COMPENSATION:

Zaks Security One will be paid an hourly rate of $68.50 with a minimum of eight (8) hours per service request per staff, plus two (2) hours for travel (minimum of $685.00 per service call.). All rate information is outlined in Exhibit A of the Zaks Security One agreement. The total amount of the agreement is not to exceed $180,000, which equates to maximum of 262 service calls at $685.00 each. The rates may fluctuate up to 10% based on state rate effective on the date of services.

The Contract will be with JCFHD, in partnership with HHSA. HHSA will pay JCFHD $68.50 per hour for clients under 5150 hold or mental health crisis that are placed/referred by HHSA. Billing will be provided monthly on the 1st of each month with payment due by the 15th of each month.

C. RESPONSIBILITIES:

1. HHSA
   - Will refer clients to JCFHD and continue to coordinate services for clients admitted to the JCFHD facility for 5150 evaluations.
   - Will create an authorization list of the following staff personnel for JCFHD to communicate regarding identified clients at JCFHD facility.
     - HHSA Health Services Division Director
     - HHSA Deputy Director – Behavioral Health and Recovery Services

- HHSA Behavioral Health and Recovery Services Supervisors

2. JCFHD
   - Will maintain oversight of program and monitor delivery of services as specified in Exhibit A of Zaks Security One contract.
   - Will present and monitor need for JCFHD, Emergency Department, staff training on 5150 client safety and security workflows under this MOU.
   - Will periodically meet with Zaks Security One and HHSA to discuss program competence and potential process improvements.
   - Will contact one of the above stated HHSA authorities when a deputy initiated 5150 individual or self-admitted person in mental health crisis requires security services.
   - Will reserve the right to consult with HHSA authority to request authorization and activation of a Zaks Security One service call for an individual in crisis.

D. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. MODIFICATION:

   Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

2. TERMINATION:

   Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.

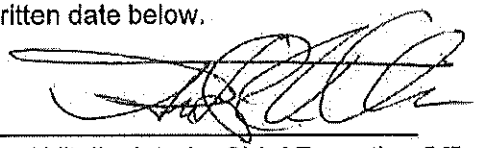
3. PRINCIPAL CONTACTS: The principal contacts for this MOU are:

   John C. Fremont Healthcare District
   Fred Vitello, CPA, MBA
   Interim Chief Executive Officer / Interim CFO
   (209) 966-3631
   PO Box 216
   Mariposa CA 95338

   Mariposa County Health and Human Services
   Kristina Keheley, Director
   209-966-2000
   PO Box 99
   Mariposa CA 95338

4. COMMENCEMENT/EXPIRATION DATE:
This instrument shall become effective as of July 1, 2025, and is effective through June 30, 2026, at which time it will expire unless extended.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.



Fred Vitello, Interim Chief Executive Officer
John C. Fremont Healthcare District

10/7/25
Date
Board approved 10/1/2025

Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

Date

Walter Wall
County Counsel

Date

Danielle Bondshu
Mariposa County Clerk of the Board

Date

ZAKS SECURITY ONE
1906 Howard Road
Madera, CA 93637
P.P.O. 14279
(559) 673-1010 Fax (559) 673-4898

Security Services Agreement

This agreement is between Zaks Security One and John C. Fremont Health Care Distirict to provide security services. This contract will commence on effective upon receipt of signed agreement and contract and will end upon request.

1. Services Subject to the terms and conditions of this Agreement Zaks Security One agrees to provide security services for John C. Fremont Health Care District Security services are to be provided are as listed: 1 uniformed security officer for 5150 patient watch. Due to the time and distance a 2 hour response time required depending on weather, road and traffic conditions. There will be an 8 hour shift minimum requirement. This means that if our guard is dispatched they must be allowed to complete an 8 hour shift even if the patient leaves or is released before the 8 hours. There will be an added 2 hour travel time allowance for driving to and from the job site. Security officer will not accompany the 5150 patient if he is transferred out to another facility.

2. Payment and Terms Client agrees to pay for services at a rate of Cost: $68.50 per hour

3. Release and waiver 3. Client agrees to fully protect, hold harmless, and indemnify Zaks Security One and its respective officers, directors, agents, subsidiaries, and employees from and against any and all loss, cost, damage, injury, liability, claims, liens, demands, and taxes **arising out of its performance under this agreement, excluding however such liability, claims, losses, damages or expenses arising from Zak Security One's sole negligence or willful misconduct**. The foregoing obligation of indemnity shall not be reduced or modified by the availability of insurance coverage

4. Billing procedures Billing will be provided monthly on the 1st of each month with payment due by the 15th of each month. Late fees apply if services are not paid in full within 10 days of the due date. Late fees are assessed at 10%. If any action is brought to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to attorneys fees and cost whether or not the matter results in a final court judgment. Billing will be s ent to the following location:

Billing name: John C. Fremont Health Care District
Address: ~~5189 Hospital Road~~ PO Box 216
Mariposa, CA 95338 - 0216
Phone number: 209-966-3631
Emergency contact name and phone number : Gonzalo Tafoya RN | Chief Nursing Officer | 209.966.3631 ext. 5065

Signatures

By signing below, you acknowledge the agreement above and agree to the terms outlined. This agreement is considered legal and binding.

Signature _____ Date 7/19/22
Matthew Matthiessen | JCFHD CEO

Shahriar Tajbakhsh | JCFHD CFO

Gonzalo Tafoya RN, MSN | JCFHD CNO

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-445

MEETING: November 4, 2025

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Approve Third Amendment with J.B. Anderson Land Use Planning, Inc., Extending the Term of Agreement to June 30, 2027, and Increasing the Amount by $19,718 for a New Amount Not to Exceed $76,718, for Contract Planning Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve Third Amendment with J.B. Anderson Land Use Planning, Inc., Extending the Term of Agreement to June 30, 2027, and Increasing the Amount by $19,718 for a New Amount Not to Exceed $76,718, for Contract Planning Services; and Authorize the Board of Supervisors Chair to Sign the Amendment.

The demand for Planning Department application processing has increased over the last few years due to current Planning staff transitions, an increase in Planning applications received, and state mandates that require more in-depth review of Planning entitlements. 172 applications were received in 2023 and 163 applications were received in 2024. So far, in 2025, the Planning Department has received 176 applications, which means that this year will represent an increase in the average number of Planning applications received by the Department. Due to the volume of applications, recent staffing context, and state requirements for Planning review, the Planning Department has implemented a program that allows applicants to agree to pay for contract planning services to expedite processing of their application. The demand for contract planning services has increased and will exceed the amount allowed to be approved by the Planning Director and CAO, per the Mariposa County Purchasing Policy. Therefore, Board of Supervisors authorization is requested to amend the contract. Specifically, this amendment is being requested by the Planning Department and applicant of minor Land Division Application No. PLAN-DIS-2025-00006 for contract planners to expedite the processing of the environmental review portion of the application as required by the California Environmental Quality Act per Attachment 2.

BACKGROUND AND HISTORY OF BOARD ACTIONS

There have been no previous Board Actions on this contract, because the amount has remained below $60,000 per the Mariposa County Purchasing Policy.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Alternative Action: Amend the contract amount or date of expiration to a different amount or term as desired by the Board of Supervisors.

Consequences of Negative Action: Planning Department applicant for minor Land Division No. PLAN-DIS-2025-00006 will not be able to elect to pay for contract planning services to expedite the processing of their application for the California Environmental Quality Act review.

FINANCIAL IMPACT

No impact. Planning Department applicants pay for contract planning services. No amount of the general fund is used to pay for contract planning services.

ATTACHMENTS

1. **Third Amendment JB Anderson Contract Planning Agreement**
2. **Executed Jennifer Li Agreement to Pay for Services**
3. **JB Anderson Agreement Contract Planning Services**
4. **Executed First Amendment JB Anderson**
5. **Executed Second Amendment JB Anderson**

VOTE RESULT

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

THIRD AMENDMENT TO AGREEMENT FOR CONTRACT PLANNING SERVICES

THIS THIRD AMENDMENT TO AGREEMENT FOR CONTRACT PLANNING SERVICES, is made and entered into this 4th day of November 2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and J.B. Anderson Land Use Planning Inc., hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated November 8th, 2024, wherein Contractor agreed to provide Contract Planning services; and

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

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

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

Paragraph 1, "TERM," is hereby amended to extend the term of the Agreement to June 30, 2027; and

Paragraph 3, "COMPENSATION," and Exhibit B are hereby amended to provide that an additional $19,718 will be added to the original amount of $57,000, making the total compensation paid to Contractor the not to exceed amount of $76,718.

Except as herein amended and as amended on March 31st, 2025, and July 23rd, 2025, the Agreement dated November 8th, 2024, shall remain in full force and effect.

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Rosemarie Smallcombe, Chair Board of Supervisors	John, B. Anderson, President

Form Revision Date: 02-26-24

COUNTERSIGNED:
(Government Code §25103)

APPROVED AS TO FORM:

Danielle Bondshu Clerk of the Board	Kevin Briggs County Counsel

Docusign Envelope ID: CFC809B8-63B9-4BFB-B280-A8DE7E906E6B

AGREEMENT ROUTING SHEET

To: *Deanna Stickles and Malena Palmer* **Dept.:** *Clerk of the Board* **Date:** 09.26.25

From: Steve Engfer - Planning **Agreement with:** Jennifer Li

Section 1: TYPE OF PROCESSING REQUESTED: *(Complete all Section 1 fields.)*

1) Is this a digital signature request? **Yes** ☑ **No** ☐ *(If No, please provide two original copies signed by the vendor.)*

2) Is this the standard County Agreement Form? **Yes** ☐ **No** ☑ *If No, please answer the following question:*

a. Has this non-standard agreement been vetted by County Counsel? **Yes** ☑ **No** ☐
(If Yes, provide approval to COB via email. If No, see the instructions below.
Non-standard agreements will NOT be processed without County Counsel's approval.)

3) Is the Certificate of Insurance attached? **Yes** ☐ **No** ☑ *If No, **DO NOT** submit until COI is received and attached.*

Section 2: VENDOR AND AGREEMENT TYPE *(Complete all Section 2 fields.)*

Vendor Signator & Title: Jennifer Li
(Name of person signing the agreement and their title)

Vendor Email: jennycat_li@hotmail.com
(Email of signee)

For: Agreement to Pay County for Contract Services
(Provide a brief description of the service provided or product purchased, i.e. "Police service dog training," "Annual Senior Health Fair," etc.)

Term: until project processing completion
(Enter beginning "to" end. 3 years or less for DH or CAO agreements.)

Is this an Amendment to an Agreement? **Yes** ☐ **No** ■
(If Yes, attach copies of all prior amendments, *AS WELL AS THE INITIAL AGREEMENT*.)
Total amendments cannot extend the term beyond five years.

Is this an Agreement for goods, supplies, or services? **Yes** ☐ **No** ■
(If Yes, attach copies of the required competitive solicitations per the Purchasing Policy.)
<$3,000 – No solicitation required; ***$3,000-$9,999*** – Informal solicitation, two quotes; ***$10,000-$60,000*** - Informal solicitation, three or more quotes
DO NOT submit the agreement without the solicitations attached if required.

Section 3: PURCHASING AUTHORIZATION *(Complete the appropriate Section 3 field.)*

☐ **BOARD ACTION** **CC** ID # or Res No.: _____ Scheduled Date: _____

☑ **PURCHASING CODE (CAO or Department Heads - County Code Chapter 3.08):**

■ $ $19,718 **DEPARTMENT HEADS, <= $20,000 (**MCC Section 3.08.050):
(May not purchase or lease real property or storage space without the Purchasing Agent's approval.)

☐ $_____ **CAO as Purchasing Agent, <= $60,000** (MCC Section 3.08.090):
(Amount limited to what is budgeted.)

☐ **INDEMNIFICATION AGREEMENTS (Res. 05-117 and 04-346)** $_____

The below fall under the Signature Authority Policy and/or the Purchasing Policy

☐ **INTERDEPARTMENTAL AGREEMENTS** $ _____

☐ **MEMORANDUM OF UNDERSTANDING (MOU)** *No Cost* $ _____

☐ **CODE COMPLIANCE AGREEMENT** $ _____

☐ **SOFTWARE AS A SERVICE or OTHER SUBSCRIPTIONS or LICENSES** $ _____

***See next page for submitting instructions**

Initial
PP

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AGREEMENT TO PAY FOR SERVICES

THIS AGREEMENT ("Agreement") is made and entered into between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Jennifer Li, hereinafter referred to as "Developer," and is effective upon execution by both parties, pursuant to the following terms and conditions.

WHEREAS, Developer has filed Minor Land Division Application No. PLAN-DIS-2025-00006 with County for a project that proposed to subdivide two (2) parcels totaling approximately 34.98-acres into four (4) parcels (Project);

WHEREAS, it was determined as a part of the Minor Land Division Application No. PLAN-DIS-2025-00006 review process that the Project will require land use action, that requires review pursuant to the California Environmental Quality Act (CEQA) and an Initial Study/Negative or Mitigated Negative Declaration is required;

WHEREAS, as a part of the Minor Land Division Application No. PLAN-DIS-2025-00006 review process Developer opted to pay for contracted planning staff to assist in the preparation of the Initial Study/Negative or Mitigated Negative Declaration as a part of processing the application for the Project, including, for the purpose of expedited processing; and

WHEREAS, Developer is willing to compensate County for all contract staff costs as outlined in Exhibit A in the amount of $19,718.00, attached hereto, from J. B. Anderson Land Use Planning entitled "COUNTY OF MARIPOSA CONTRACT PLANNING SERVICES FOR PREPARATION OF CEQA COMPLIANCE DOCUMENTS FOR AN APPLICATION FILED BY JONES SNYDER & ASSOCIATES FOR A LAND DIVISION APPLICATION NO. 2025-DIS-00006 TO SUBDIVIDE TWO (2) PARCELS TOTALING APPROXIMATELY 34.98-ACRES INTO FOUR (4) PARCELS AT 6778 LEICHTLIN LANE (APNS: 008-170-073 AND 008-400-024)." Developer is willing to compensate County for all County costs to administer the contract and manage the contracted planning work in accordance with the Board of Supervisors approved County Planning fee schedule as shown in Exhibit B attached hereto.

NOW, THEREFORE, County and Developer agree as follows:

1. Developer agrees to pay County all estimated costs for J.B. Anderson Land Use Planning as outlined in Exhibit A and County administrative costs as outlined in Exhibit B in accordance with the payment schedule shown in Exhibit C attached hereto.

2. County agrees to apply staff time and/or consultant charges for Project Applications in accordance with Exhibits A and B attached hereto.

3. Developer understands that all services by County and its contractors will cease for the Project if a sufficient deposit is not maintained to cover anticipated consultant costs for 30 (thirty) calendar days out. Any request for an additional deposit shall be fulfilled by Developer within ten (10) calendar days of the request.

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4. Developer is responsible for payment of all services performed by County and its consultant contractor for the Project. Developer is also responsible for any costs associated with delays resulting from Developer's failure to submit required technical documents, studies or information.

5. County agrees that upon completion of the Project any unused portion of the deposit will be returned to Developer at the billing address on file.

6. County agrees to maintain separate accounting records for the Project and for contracts with consultants. County agrees to provide Developer with a copy of these records at three (3) month intervals (quarterly) or upon request by Developer.

7. Developer's obligations under this Agreement shall continue until such time as County and its consultants' costs for the Project are paid in full.

8. Assignments of any or all rights, duties or obligations of Developer under this Agreement will be permitted only with the express written consent of County.

COUNTY OF MARIPOSA

DocuSigned by:
Steve Engfer
354B21E3CB0442E...
Steve Engfer, Planning Department

APPROVED AS TO FORM:

Signed by:
Kevin Briggs
9882618ED675494...
Kevin Briggs, Acting County Counsel

DEVELOPER

DocuSigned by:
JENNIFER LI
0CED2EE2E34B41D...
Jennifer Li, Developer

Docusign Envelope ID: CFC809B8-63B9-4BFB-B280-A8DE7E906E6B

EXHIBIT A

J.B. Anderson Land Use Planning Scope of Work and Cost Estimate

COUNTY OF MARIPOSA
CONTRACT PLANNING SERVICES FOR PREPARATION OF CEQA COMPLIANCE DOCUMENTS FOR AN APPLICATION FILED BY JONES SNYDER & ASSOCIATES FOR A LAND DIVISION APPLICATION NO. 2025-DIS-00006 TO SUBDIVIDE TWO (2) PARCELS TOTALING APPROXIMATELY 34.98-ACRES INTO FOUR (4) PARCELS AT 6778 LEICHTLIN LANE (APNS: 008-170-073 AND 008-400-024)

July 11, 2025

PROJECT UNDERSTANDING

The County of Mariposa has solicited the professional Planning services of J.B. Anderson Land Use Planning (JBAP) for the preparation of CEQA compliance documents for a proposed Land Division Application (Land Division 2025-DIS-00006). The Subject Properties are approximately 34.98-acres in size and located on Leichtlin Lane in Midpines, CA, north of Highway 140. The Subject Properties are located within MH, Mountain Home Zoning District with a General Plan Land Use Designation of R, Residential within the Midpines Community Planning Study Area.

The Proposed Project includes the subdivision of two (2) parcels totaling 34-.98-acres in size to four (4) parcels. The resulting parcels would be as follows:

- Parcel A: 5.05± acres
- Parcel B: 9.84± acres
- Parcel C: 6.49± acres
- Parcel D: 13.60± acres

A proposed sixty (60) foot wide non-exclusive easement for ingress, egress and public utilities is proposed for the sole use and benefit of Parcel D and APN: 008-170-029, an adjacent parcel to the north of the subject properties. Additionally, a twenty (20) foot wide waterline easement along Leichtlin Lane for a shared water system. A shared well (6’ x 8’ well house) is located on Parcel D and the project includes a proposed sixty (60) foot wide well access and maintenance easement to allow for access to the well house from Leichtlin Lane. Each parcel would include an individual on-site sewage treatment system (septic system and leach field).

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SCOPE OF WORK

TASK 1 BACKGROUND RESEARCH AND SITE VISIT

JBAP staff will coordinate with Mariposa County staff to refine the details of the Scope of Work and establish a definitive understanding of product delivery dates, including CEQA Compliance documents and Notices. JBAP staff shall conduct a site visit to the subject properties as part of this Task.

Deliverables: One (1) electronic copy (MSWord) of Meeting Notes from the Kick-Off Meeting.

Meetings: Attend One (1) Project Kick-Off meeting with County Staff to discuss the Scope of Work, Deliverables and Timeline.

TASK 2 CEQA

JBAP staff initiate and prepare the Proposed Project's Initial Study/Mitigated Negative Declaration. The Proposed Project's Initial Study shall be prepared in accordance with Section 15603 of the CEQA Guidelines and in the County's Initial Study format.

The Initial Study shall consist of the following contents:

1. Background
2. Sources
3. Environmental Factors Potentially Affected
4. Determination
5. Summary of Mitigation Measures
6. Background and Introduction
7. Project Description
8. Environmental Factors
    - Aesthetics
    - Agricultural and Forestry Resources
    - Air Quality
    - Biological Resources – Biological Survey by Freeman & Seaman Land Surveyors
    - Cultural Resources – Cultural Resource Survey by Culturescape
    - Greenhouse Gas Emissions
    - Hazards and Hazardous Materials
    - Hydrology and Water Quality
    - Land Use and Planning
    - Mineral Resources
    - Noise
    - Population and Housing
    - Public Services

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- Recreation
- Transportation and Traffic – Trip Generation and Distribution Analysis, prepared by JLB Traffic Engineering, Inc.
- Tribal Cultural Resources
- Utilities and Service Systems – A Sewage Feasibility Report by O.S.T. System Designs, Inc.
- Wildfire
- Mandatory Findings of Significance

9. Appendices

JBAP staff shall coordinate with Mariposa County staff to prepare the Assembly Bill 52 letters for distribution to the Native American tribes on the list maintained by the Native American Heritage Commission (NAHC). JBAP Staff assumes that County Staff will mail out the letters.

JBAP staff shall first prepare a Project Description for use in the Initial Study/Mitigated Negative Declaration for review and comment by County staff. County staff will be provided a copy of the Draft Project Description in MSWord format via email. Upon review and comment, JBAP staff shall finalize the Project Description.

JBAP staff shall prepare an Administrative Review Draft Initial Study/Mitigated Negative Declaration for review by County staff. County staff shall be provided with one (1) electronic copy in MSWord format via email for review and comment.

JBAP staff shall incorporate comments from the County and prepare a Public Review Draft Initial Study/Mitigated Negative Declaration for submittal to the County. JBAP staff shall prepare a Notice of Availability and Notice of Intent for County review and comment.

It is anticipated that County staff will be responsible for distributing the Public Review Draft IS/MND as well as posting the Notice of Availability/Notice of Intent. If necessary, JBAP staff will post the Notice of Completion, Notice of Availability, and Public Review Draft Initial Study/Mitigated Negative Declaration to CEQANet. Hard copies of the Public Review Draft Initial Study/Mitigated Negative Declaration will be made available upon request and mailed to County staff for distribution.

JBAP Staff shall review comments received on the IS/MND and if necessary, prepare responses to be incorporated into a Final IS/MND.

Deliverables: One (1) electronic copy (MSWord) of the Draft Project Description.

One (1) electronic copy (MSWord) of the AB52 Letters.

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One (1) electronic copy (MSWord) of the Administrative Draft Initial Study/Mitigated Negative Declaration.

One (1) electronic copy (MSWord and PDF) of the Public Review Draft Initial Study/Mitigated Negative Declaration. Hard copies will be made available upon request.

Meetings: There are no meetings anticipated for this task. However, Conference Calls may be warranted to conduct discussions on the Proposed Project's IS/MND.

TASK 3 PUBLIC HEARING

JBAP staff assumes that one (1) Planning Commission meeting will occur for the Proposed Project. JBAP staff will attend the Planning Commission meeting and be available to answer any CEQA related questions from the Planning Commission and/or the public. It is anticipated that County staff will conduct the meeting and present the Proposed Project to Planning Commission.

Deliverables: No deliverables are anticipated for this task.

Meetings: One (1) Planning Commission Public Hearing.

TASK 4 NOTICE OF DETERMINATION

JBAP staff will prepare the Notice of Determination (NOD) to be filed with the Office of Planning and Research (OPR) and the Mariposa County Clerk. JBAP staff assumes that County staff will submit the NOD to OPR and record with the Mariposa County Clerk. If necessary, JBAP staff will submit the NOD to OPR.

Deliverables: One (1) electronic (PDF) copy of the Notice of Determination.

Meetings: No meetings are anticipated for this task.

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COST PROPOSAL

Land Division 2025-DIS-00006		President	Principal Planner	Senior Planner	Associate Planner	Assistant Planner	Admin Assistant	
		$250	$225	$185	$145	$118	$67	
		HOURS						COST
Task 1	Background Research and Site Visit	0	0	10	0	13	2	$3,518
Task 2	CEQA	1	8	18	2	38	2	$10,288
Task 3	Public Hearing	0	0	8	0	8	0	$2,424
Task 4	Notice of Determination	0	0	2	0	1	0	$488
	Sub-Total of Tasks	**1**	**8**	**38**	**2**	**60**	**4**	**$16,718**
	Administrative Expenses (i.e. Review of Technical Studies, Copies, Travel)							$3,000
	TOTAL ESTIMATE							**$19,718**

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ASSUMPTIONS

1. Information requested from the Applicant is delivered to JBAP in a timely manner.

2. Time and budget are estimated at the best of JBAP ability based on the information available to prepare this scope because of the complexity of the Proposed Project will undoubtably add to the budgeted time. The Cost Estimate provided herein is an estimate. Any charges or invoices above and beyond what is shown in this Proposal shall be first authorized by the County of Mariposa.

3. If applicable, the County will be responsible for the cost of newspaper publication of notices and certified mailings to individuals and/or agencies. These costs are not included in the proposed cost estimate.

4. The proposed billing rates apply to the current calendar year. For work performed after this year has concluded, budget augmentations and contract amendments will be calculated using updated billing rates.

5. After the description of the Proposed Project is approved by the County for use in the environmental document, it is assumed that it will not change during the course of analysis and document preparation. If changes are necessary, amendment of the budget will be warranted to the extent that already completed review need to be redone.

6. JBAP Staff is not responsible for any potential delays associated with inter-Department review.

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J.B. ANDERSON
LAND USE PLANNING

FEE RATE SCHEDULE (Public Clients)

January 2025

STAFF MEMBER	TITLE	HOURLY RATE
John B. Anderson	President	$248.00/Hour
Mark Niskanen	Principal Planner	$225.00/Hour
Miguel Galvez	Senior Planner	$185.00/Hour
Brad Wall	Senior Planner	$185.00/Hour
David Niskanen	Senior Planner	$185.00/Hour
Michael Arroyo	Associate Planner	$145.00/Hour
Jailah Smith	Assistant Planner	$125.00/Hour
Savannah Hudson	Assistant Planner	$125.00/Hour
Nicole Jardine	Administrative Assistant	$70.00/Hour

Note Terms of Payment: Client shall pay Consultant in full for all charges and expenses set forth in each invoice within ten (10) days of the date of the invoice. If the Client fails to pay all amounts owed within this ten (10) day period, the Client shall pay a late charge on the unpaid balance at the rate of twenty percent (20%) per annum. Rates are subject to change upon a thirty (30) day notice. The rates above will be modified to accommodate the annual CPI adjustments and are effective January 1st of each year.

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EXHIBIT B
Planning Fee Schedule for Land Division Application

Minor Land Division Outside of Mariposa TPA Application Deposit $ 2,579.00 (Previously Collected Deposit at time of Application Land Division Application No. PLAN-DIS-2025-00006)

*Cost Accounting for Land Division

Payment of application fees as determined by Mariposa Planning. Deposit fees are for applications that are to be charged time and materials and are estimated using the staff hour charge of $130 per hour. All additional staff time and expenses needed to complete the application processing that exceed the deposit amount will be charged at the disclosed rate at the time that services are rendered. On average, invoices will be calculated on a quarterly basis and forwarded to the applicant for payment. If the deposit falls below a balance of 20% of the initial deposit, the applicant will be asked to make a subsequent deposit in an amount estimated to be necessary to complete the processing. Applicants will be expected to pay the subsequent deposit within 30 days of the invoice date or prior to the public hearing, whichever comes first. In the event that the billing is not paid timely, processing will be suspended until payment is made. Any remaining balance will be used to reconcile the final bill. If there is a balance remaining after reconciling the final bill, a refund check will be mailed to the applicant. If the application requires a public hearing, the public hearing will not be scheduled until payment in full is received. It should be noted that the fees do not include consultant fees, specialized studies, CEQA charges, publication fees and any additional fees that maybe charged by other agencies or county offices.

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EXHIBIT C
Payment Schedule

Payment - Due within 10 days of Agreement Execution

1. J B. Anderson Consultant Amount
    a. All scope tasks: $19,718.00

2. *County Contract Administration Deposit $ 1971.18

*County cost accounting accrual deposit amount shall not go below $1,000.00. Payable within 10 days of notification by County of additional fee deposit needed. The deposit amount will be utilized in conjunction with all other County Planning Department cost accounting fees required of future land use entitlement application fees as shown in Exhibit B.

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AGREEMENT ROUTING SHEET

To: *Deanna Stickles and Malena Palmer* **Dept.:** *Clerk of the Board* **Date:** 11/7/2024

From: Carol Suggs **Agreement with:** JB Anderson Land Use Planning, Inc.

Section 1: TYPE OF PROCESSING REQUESTED: *(Complete all Section 1 fields.)*

1) Is this a digital signature request? **Yes** ■ **No** ☐ *(If No, please provide two original copies signed by the vendor.)*

2) Is this the standard County Agreement Form? **Yes** ■ **No** ☐ *If No, please answer the following question:*

a. Has this non-standard agreement been vetted by County Counsel? Yes ☐ **No** ☐
(If Yes, provide approval to COB via email. If No, see the instructions below.
Non-standard agreements will NOT be processed without County Counsel's approval.)

3) Is the Certificate of Insurance attached? **Yes** ■ **No** ☐ *If No, **DO NOT** submit until COI is received and attached.*

Section 2: VENDOR AND AGREEMENT TYPE *(Complete all Section 2 fields.)*

Vendor Signator & Title:J.B. Anderson, President **Vendor Email:john@jbandersonplanning.com**
(Name of person signing the agreement and their title) ***(Email of signee)***

For: On Call Contract Planning Services **Term: 11/8/2024-6/30/2025**
(Provide a brief description of the service provided or product purchased, i.e. "Police service dog training," "Annual Senior Health Fair," etc.) *(Enter beginning "to" end. 3 years or less for DH or CAO agreements.)*

Is this an Amendment to an Agreement? Yes ☐ **No** ■
(If Yes, attach copies of all prior amendments, *AS WELL AS THE INITIAL AGREEMENT*.)
Total amendments cannot extend the term beyond five years.

Is this an Agreement for goods, supplies, or services? Yes ■ **No** ☐
(If Yes, attach copies of the required competitive solicitations per the Purchasing Policy.)
<$3,000 – No solicitation required; ***$3,000-$9,999*** – Informal solicitation, two quotes; ***$10,000-$60,000*** - Informal solicitation, three or more quotes
DO NOT submit the agreement without the solicitations attached if required.

Section 3: PURCHASING AUTHORIZATION *(Complete the appropriate Section 3 field.)*

☐ **BOARD ACTION** **CC** ID # or Res No.: _____ Scheduled Date: _____

■ **PURCHASING CODE (CAO or Department Heads - County Code Chapter 3.08):**

☐ **$_____ DEPARTMENT HEADS, <= $20,000 (**MCC Section 3.08.050):
(May not purchase or lease real property or storage space without the Purchasing Agent's approval.)

■ **$50,000.00 CAO as Purchasing Agent, <= $60,000** (MCC Section 3.08.090):
(Amount limited to what is budgeted.)

☐ **INDEMNIFICATION AGREEMENTS (Res. 05-117 and 04-346)** **$_____**

The below fall under the Signature Authority Policy and/or the Purchasing Policy

☐ **INTERDEPARTMENTAL AGREEMENTS** **$ _____**

☐ **MEMORANDUM OF UNDERSTANDING (MOU)** *No Cost* **$ _____**

☐ **CODE COMPLIANCE AGREEMENT** **$ _____**

☐ **SOFTWARE AS A SERVICE or OTHER SUBSCRIPTIONS or LICENSES** **$ _____**

***See next page for submitting instructions**

DS CS

Docusign Envelope ID: ECD80334-67F7-4C60-BA8C-92F46BB36BD0

AGREEMENT FOR CONTRACT PLANNING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 8th day of November 2024, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and JB Anderson Land Use Planning, 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 11/8/2024 and terminate on 6/30/2025 unless extended as provided by this Agreement.

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $50,000 (Fifty-Thousand Dollars) as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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(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.

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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 Contractor or its employees, agents, or subcontractors, as well as for the payment of any

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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:

J.B. Anderson Land Use Planning, Inc.

139 South Stockton Avenue
Ripon, CA 95366

COUNTY:

Steven Engfer, Planning Director
County of Mariposa
PO Box 2039
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 B.

B. Either party may terminate this Agreement for convenience upon 60 (Sixty) calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

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

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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

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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.

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29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA

DocuSigned by:
Joe Lynch
9C760F0DDEF94BE...

Joe Lynch
County Administrative Officer

J.B. ANDERSON LAND USE PLANNING, INC.

Signed by:
John B. Anderson
8DBCA7DD9029436...

John B. Anderson, President

APPROVED AS TO FORM:

DocuSigned by:
Steven W Dahlem
F0A418F06B394BF...

Steven W. Dahlem
County Counsel

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Exhibit A
SCOPE OF WORK

On-call planning assistance for current planning application processing, the function is contingent on application type submittals received by the Planning Department.

Projects to be assigned and as mutually agreed upon:

The processing of land use and planning permit applications (projects) not limited to preparation of project review comment requests, staff reports, resolution drafts, draft initial studies, responses to comments for projects including response to environmental documents such as (mitigated) negative declarations; potential to prepare addenda to previous environmental documents, mitigation measures, mitigation monitoring and reporting programs, notices, and exemptions. Range of application types - are available here: https://www.mariposacounty.org/459/Application-Forms

Analyze projects for compliance with the County's General Plan, Municipal Code, California Environmental Quality Act (CEQA), and other relevant state codes and County policies.

Potential for attendance at Board, Commission and Council meetings when necessary.

Potential to conduct site visits, when necessary.

Be available during regular business hours to meet with staff and clients.

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Exhibit B
COST PROPOSAL
(See attached proposal, fee Schedule on page 6)

Application Processing Costs will be per each Planning Application assigned and mutually agreed upon between Mariposa County Planning Department and the Contractor.

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County of Mariposa

Proposal for Contract Land Use Planning Services – On Call

August 29, 2024

Submitted By:

J.B. ANDERSON
LAND USE PLANNING

139 South Stockton Ave.
Ripon, CA 95366
Phone: 209.599.8377

John@jbandersonplanning.com

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SECTION 1 INTRODUCTION

J.B. Anderson Land Use Planning (JBAP) is a full-service Land Use and Environmental Planning Firm located in Ripon, California. Established in 1993, JBAP has provided Land Use and Environmental Planning services in California through a host of Public Agencies and Municipalities. JBAP is located at the following address: 139 S. Stockton Avenue, Ripon, California, 95366. All professional Land Use and Environmental Planning Services are provided from this office.

JBAP has provided Land Use and Environmental Planning in various jurisdictions within the Central Valley and Sierra Nevada Foothills, including, Stanislaus, San Joaquin, Calaveras, Merced, Madera, Tuolumne, and Mariposa Counties. JBAP offers a wide variety of Land Use and Environmental Planning services, both short- and long-range Land Use Planning services on Projects ranging from processing of entitlements (e.g., Site Plan Reviews, Conditional Use Permits, etc.), Master and Specific Plans, Environmental Document preparation, etc. Currently, our Firm is providing General Planning Services (Contract Planning) and staffing to the Cities of Waterford, Oakdale, Hughson, Riverbank, Lathrop, Los Banos, and Mountain House.

Our Firm understands the County of Mariposa is requesting Contract Land Use Planning Services to process land use and planning permit applications, including but not limited to review and/or preparation of environmental documents (e.g., Initial Study/Mitigated Negative Declaration), attendance at Board, Commission as needed, conduct site visits, and availability to meet with County Staff.

Project Leader:
Mark Niskanen, Vice President
mark@jbandersonplanning.com
139 S. Stockton Avenue
Ripon, California 95366
Telephone: (209) 599-8377

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For the purposes of organization, this Proposal is presented in the following sections:

Section 1, Introduction:

This Section provides the County of Mariposa Staff with a description of how this Proposal is organized, as well as providing experience of the Project Leader and the JBAP team.

Section 2, Project Understanding:

This Section provides the County of Mariposa Staff with a description of our firm's understanding and approach of the Contract Land Use Planning Services.

Section 3, Scope of Work:

This Section provides the County of Mariposa Staff with a description of the Scope of Work associated with Contract Land Use Planning Services.

Section 4, Fee Schedule:

This Section provides the County of Mariposa Staff with our current Public Fee Schedule.

Section 5, Statement of Qualifications and References:

This Section provides the County of Mariposa Staff with a Statement of Qualifications, including Project Team resumes, and our firm's qualifications. This section also includes references to recently processed Projects.

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SECTION 2 PROJECT UNDERSTANDING

Our firm understands that the County is requesting On-Call Land Use Planning Services to work on specific Land Use Applications at the direction of the Planning Director. This Proposal is focused on this request and provides our Firm's Statement of Qualifications for the County to consider.

JBAP Staff shall provide staff time as determined by the County for Current Planning projects and tasks as needed and directed by the Planning Director. JBAP understands that the On-Call Land Use Planning Services can be conducted remotely at our Ripon office, although site visits, meetings with County staff, and attendance at Board and Commission meetings may be necessary.

Such services may include but are not limited to:

1. Processing of land use and planning permit applications including preparation of referrals, Staff Reports, Resolutions, and Ordinances. This would include analysis of a Project for compliance with the County's General Plan, Municipal Code, the California Environmental Quality Act (CEQA) and other applicable policies.
2. Peer review of applicant prepared environmental documents such as an Initial Study / Mitigated Negative Declaration (IS/MND).
3. Preparation of environmental documents such as an IS/MND or Addendum.

Project Team Availability: The JBAP team is available to provide On-Call Land Use Planning Services to the County of Mariposa. Mr. Mark Niskanen shall be the primary point of contact for County staff and conduct all Project Management related activities. Mr. David Niskanen will be the secondary point of contact to County staff. Either Mr. Mark Niskanen or Mr. David Niskanen will be the Project Planner for projects assigned to JBAP by the Planning Director. A Monthly Planning Report will be prepared and shared with the Planning Director, detailing the status of assigned Projects, including but not limited to Project Name, Applicant, Referral Date(s), CEQA Status/Determination, and anticipated Commission and Board dates.

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SECTION 3 SCOPE OF WORK

The Scope of Work presented below provides a summary of tasks necessary to provide On-Call Contract Land Use Planning Services to the County of Mariposa.

Task 1

ON-CALL CONTRACT LAND USE PLANNING SERVICES

JBAP Staff shall provide On-Call Contract Land Use Planning Services. Once a development project is assigned to JBAP by the Planning Director, JBAP shall assign a Project Planner that will be responsible for processing the development application. The Project Planner shall be responsible for processing the development application, including but not limited to meeting with County staff and the applicant to discuss the submittals, preparation of referrals to County Departments and Outside Agencies, preparation of Incompleteness Letter(s), Staff Reports, PowerPoint Presentations, Resolutions and Ordinances, and reporting progress of the processing to the Planning Director. JBAP understands that the On-Call Contract Land Use Planning Services can be completed remotely, though site visits and attendance at Public Hearings/Meetings (Commission and Board Meetings) may be necessary.

JBAP will submit a Monthly Planning Report to the Planning Director, detailing the status of assigned projects, including but not limited to project name, applicant, referral date(s), CEQA status/determination, and anticipated Commission and Board dates.

Task 2

APPLICANT DRIVEN SPECIAL PROJECTS

In the event an applicant proposes a large complex project, JBAP will, at the County's discretion, staff the project with professional planners to represent the County of Mariposa. The hourly rate used in the budget for these large projects shall be the Fee Rate for Public Clients attached as Exhibit B.

JBAP will prepare a separate Scope of Work and Budget to be shared with the Planning Director and Project Proponent. JBAP will work with County staff to execute a cost participation agreement with the Project Proponent to reflect the actual costs of services provided.

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ASSUMPTIONS

1. J.B Anderson Land Use Planning distributes Invoices on the 1st of each Month.

2. The County will provide personnel for assistance for the publishing of public notices, filing documents, record keeping, public agency notifications, neighbor notifications, and other duties as assigned by the Planning Director.

3. The County will provide access to County Maps, conceptual drawings, records, studies, plans and other documents relating to the Project.

4. JBAP will be responsible for attending Commission and Board Meetings as directed by the Planning Director. It is assumed that JBAP will be available for Commission and Board meetings to present the assigned Development Project.

5. JBAP Staff will be responsible for all staff reports and technical documents, as necessary, to the County for publishing of agendas and postings of such. County Staff will be responsible for the mailing and posting of all materials on the County website.

6. County staff shall be responsible for all record keeping and file management. In this regard, all files for active projects shall be kept in the County offices for public record keeping.

7. JBAP Staff understands that the annual amount under Mariposa County's request for On-Call Land Use Planning Services would not exceed $60,000.00.

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SECTION 4 FEE SCHEDULE

J.B. Anderson Land Use Planning has the following Fee Rate Schedule for Public Clients:

FEE RATE SCHEDULE (Public Clients)

April 2024

STAFF MEMBER	TITLE	HOURLY RATE
John B. Anderson	President	$240.00/Hour
Mark Niskanen	Principal Planner	$218.00/Hour
Miguel Galvez	Senior Planner	$180.00/Hour
Brad Wall	Senior Planner	$180.00/Hour
David Niskanen	Senior Planner	$171.00/Hour
Michael Arroyo	Associate Planner	$130.00/Hour
Jailah Smith	Assistant Planner	$114.00/Hour
Nicole Jardine	Administrative Assistant	$67.00/Hour

Note Terms of Payment: Client shall pay Consultant in full for all charges and expenses set forth in each invoice within thirty (30) days of the date of the invoice. If the Client fails to pay all amounts owed within this thirty (30) day period, the Client shall pay a late charge on the unpaid balance at the rate of twenty percent (20%) per annum. Rates are subject to change upon a thirty (30) day notice. The rates above will be modified to accommodate the annual CPI adjustments and are effective January 1st of each year.

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SECTION 5 STATEMENT OF QUALIFICATIONS AND RESUMES

Private Sector Planning

- Entitlement Processing and Strategy
- Forward Planning
- Improvement and Reimbursement Agreements
- Development Plans
- Subdivision Design and Layout
- Expert Witness Testimony
- Master Plans
- Specific Plans
- Due Diligence and Feasibility Projects
- Mapping
- Public Outreach

Public Sector Planning

- Housing Elements
- AB 170 – Air Quality Elements
- AB 32 Compliance
- SB 375 Compliance
- SB 5 200-Year Flood Protection
- Zoning Ordinance Amendments & Updates
- Specific Plans
- Community Plans
- Area Plans
- Annexations
- Municipal Services Reviews
- Conditional Use Permits
- Variance Applications
- Tentative Maps
- General Plan Amendments
- Rezones

Public Agency

- Project Management and In-House Staffing for Current and Advanced Planning Projects
- Project Referrals, Staff Reports, Resolutions and Ordinances
- PowerPoint Presentations
- Public Outreach Programs and Public Workshops
- Planning Commission and City Council Presentations

Environmental Planning

- CEQA/NEPA Compliance Documents
- Mitigation Monitoring
- Environmental Impact Research Studies
- Technical Peer Review Assistance
- Air Quality Modeling and Permitting
- Green House Gas Emissions Evaluation

Project Team outsource capabilities include Architectural, Biological, Cultural, Landscape, Noise and Civil Engineering services.

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Land Use and Environmental Planning Services

Established in 1993, J.B. Anderson Land Use Planning provides Land Use and Environmental Consulting services for a variety of jurisdictions in the Central Valley and Sierra Nevada Foothills. Our Firm specializes in providing On-Call Planning Services for Public Agencies to manage current and advance planning projects from Use Permit Applications and Parcel Maps to Annexations and Area Plans. Our Staff is well versed and experienced in preparing and processing Housing Element Updates, Use Permits, Zoning Ordinances, General Plan Amendments and Updates, CEQA and NEPA compliance documents as well as Specific Plan management and Technical Peer Review. Working in various jurisdictions allows our Staff to stay apprised of local land use issues affecting the region. Acting as an extension of Planning Department Staff, our Firm focuses on a thorough knowledge of California Land Use Planning law and local land use policies to deliver exceptional customer service. Our Firm also provides Private Sector Planning which includes Entitlement Processing, Forward Planning, Improvement and Reimbursement Agreements, Air Quality Permitting, and Expert Witness Testimony.

Public Sector Planning

Our Firm currently provides On-Call and On-Site Planning services for the cities of Waterford, Oakdale, Riverbank, Lathrop, Hughson, and Mountain House. Our Staff provides on-site planning Staff to manage day to day planning applications as well as to handle special development projects.

In the City of Riverbank, our Firm managed the entitlements associated with a 380-acre Master Plan and annexation known as Crossroads West Specific Plan. This project involves the westerly expansion of the City of Riverbank to include a twenty-two (22) acre regional sports complex, thirty (30) acres for future schools, 2,852 dwelling units, 550,000 square feet of mixed-use commercial development as well as forty-two (42) acres of parks and open space. We currently provide the City of Riverbank with on-site staffing services two (2) days per week to assist with current planning matters and customer service.

In the City of Lathrop, our Firm was tasked to manage an Industrial Specific Plan encompassing approximately four (4,000,000) million square feet of new industrial building space as well as the annexation of a new TA Travel Plaza off Roth Road. Our Staff currently works two (2) days per week on-site to assist with Lathrop's current planning matters and customer service.

In the City of Oakdale, we have been asked to manage two (2) large entitlement projects: the East F Street Corridor Specific Plan including the preparation of an addendum to a certified Environmental Impact Report (EIR); and the Sierra Pointe Specific Plan Annexation and Development Agreement. Both projects will require significant infrastructure investment and will guide commercial and residential growth for many years to come. In each of these cases, our clients have asked us to provide these planning services on very complex projects in addition to our role of providing daily planning services with counter permits and land use activities. We currently provide the City of Oakdale with on-site staffing services two (2) days per week to assist with current planning matters and customer service.

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The City of Mountain House formally became a City on July 1, 2024. We have continued to provide Contract Planning Services to the City of Mountain House since incorporation and before that, provided Contract Planning Services to San Joaquin County to manage daily planning services for the Community of Mountain House prior to incorporation. Our firm is essentially the "Planning Department" for the City of Mountain House, managing complex projects in addition to our role of providing daily planning services with customer service and land use activities. Our Staff currently works two (2) days per week at the City of Mountain House providing contract planning services.

In the City of Hughson, we have been asked to provide on-call Contract Planning Services, managing entitlement projects as needed. Recently, we processed a Conditional Use Permit to allow for an administrative building, maintenance building, concrete batch plant, rock crushing facility, truck scale and scale house, sand storage and associated site improvements (United Paving Office and Maintenance Facility Use Permit) and a Tire and Truck Repair Conditional Use Permit which consists of a truck repair/maintenance facility and truck parking facility on a 10.42-acre parcel (Jimenez Tire and Truck Repair Permit).

In the City of Waterford, we have continued to provide land use planning expertise to the community since our initial contract in 1993. We managed a special grant application with the State Water Resources Control Board to allow for the consolidation of the public water supply systems of Hickman, River Pointe, and Waterford. This project will serve as one of the most significant public works projects in Waterford in decades.

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Public Sector Experience

City of Oakdale - Contract Planning Services (Stanislaus County)

J.B. Anderson Land Use Planning has been retained by the City of Oakdale to provide contract Land Use and Environmental Planning services. JBAP Staff is acting as an extension of City of Oakdale staff and provides oversight and daily tasks related to current and advanced planning projects. This includes processing Land Use Applications (i.e., Use Permits, Tentative Maps), preparation of CEQA compliance documents, and preparing policy documents such as the Housing Element Update.

Contact: Mr. Bryan Whitemyer
City Manager
City of Oakdale
280 N. Third Avenue
Oakdale, California 95361
(209) 845-3571
bwhitemyer@ci.oakdale.ca.us

City of Lathrop - Contract Planning Services (San Joaquin County)

J.B. Anderson Land Use Planning has been retained by the City of Lathrop to provide contract Land Use and Environmental Planning services. JBAP Staff is acting as an extension of City of Lathrop staff and provides oversight and daily tasks related to current and advanced planning projects. This includes processing Land Use Applications (i.e., Use Permits, Tentative Maps) and preparation of CEQA compliance documents.

Contact: Mr. Stephen Salvatore
City Manager
City of Lathrop
390 Towne Centre Drive
Lathrop, California 95330
(209) 941-7220
citymanager@ci.lathrop.ca.us

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City of Hughson - Contract Planning Services (Stanislaus County)

J.B. Anderson Land Use Planning has been retained by the City of Hughson to provide contract Land Use and Environmental Planning services. JBAP Staff is acting as an extension of City of Hughson staff and provides oversight and daily tasks related to current and advanced planning projects. This includes processing Land Use Applications (i.e., Use Permits, Tentative Maps) and preparation of CEQA compliance documents.

Contact: Ms. Carla Jauergui
City Manager
City of Hughson
P.O. Box 9
Hughson, California 95326
(209) 883-4054
cjauregui@hughson.org

City of Waterford - Contract Planning Services (Stanislaus County)

Since 2014, J.B. Anderson Land Use Planning has been retained by the City of Waterford to provide contract Land Use and Environmental Planning services. JBAP Staff is acting as an extension of City of Waterford staff and provides oversight and daily tasks related to current and advanced planning projects. This includes processing Land Use Applications (i.e., Use Permits, Tentative Maps), preparation of CEQA compliance documents, and preparing policy documents such as the Housing Elements Update.

Contact: Mr. Mike Pitcock
City Manager
City of Waterford
101 E Street
Waterford, California 95386
(209) 874-2328 ext. 103
mpitcock@cityofwaterford.org

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City of Riverbank - Contract Planning Services (Stanislaus County)

J.B. Anderson Land Use Planning has been retained by the City of Riverbank to provide contract Land Use and Environmental Planning services. JBAP Staff acts as an extension of City of Riverbank staff and provides oversight and daily tasks related to current and advanced planning projects. JBAP services are also utilized for key projects like the Riverbank Industrial Complex, Housing related efforts, the Downtown Specific Plan, Crossroads West Specific Plan, and more.

Contact: Mr. Joshua Mann
Community Development Director
City of Riverbank
6707 3rd Street
Riverbank, California 95367
(209) 863-7124
jmann@riverbank.org

City of Mountain House - Contract Planning Services (San Joaquin County

J.B. Anderson Land Use Planning has been retained by the City of Mountain to provide contract Land Use and Environmental Planning services. JBAP staff is acting as an extension of City of Mountain House staff and provides oversight and daily tasks related to current and advance planning projects including the processing of Land Use Applications (i.e., Mastera and Specific Plan Amendments, Use Permits, Tentative Maps), preparation of CEQA compliance documents, and preparing policy documents.

Contact: Mr. Steve Pinkerton
City Manager
City of Mountain House
251 E. Main Street
Mountain House, CA 95391
(209) 831-2300
spinkerton@sjgov.org

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City of Merced – CEQA (Merced County)

J.B. Anderson Land Use Planning was hired by the City of Merced for the preparation of CEQA compliance documents for a project known as Bellevue Ranch Project. The Bellevue Ranch Project consisted of a General Plan Amendment, Site Utilization Plan to a Planned Development and Addendum to the Adopted Merced Vision 2030 General Plan Environmental Impact Report to allow for land use, phasing and backbone infrastructure modifications for the Bellevue Ranch Project. Specifically, the requested action pertains to "Villages" within the Bellevue Ranch Master Development Plan (BRMDP) and included modifications to various land uses within the BRMDP. JBAP prepared the Addendum, and the Project was approved by Merced City Council.

Contact: Mr. Scott McBride
City Manager
City of Merced
678 West 18th Street
Merced, California 95340
(209) 385-6834
mcbrides@cityofmerced.org

City of Los Banos - CEQA (Merced County)

On behalf of the City of Los Banos, J.B. Anderson Land Use Planning has been retained to manage the entitlement applications and prepare an Initial Study / Negative Declaration in accordance with CEQA Statutes and Guidelines to evaluate a proposed General Plan Amendment, Area Plan, Pre-zone, Annexation, and Vesting Tentative Map for a project known as Presidential Estates, located in the City of Los Banos.

Contact: Ms. Stacy Souza Elms
Community & Economic Development Director
City of Los Banos
520 J Street
Los Banos, California 93635
(209) 827-2433
Stacy.souza@losbanos.org

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Section 6 Key Personnel

John B. Anderson – *President*

Mr. Anderson holds a Bachelor of Science degree in National Resource Planning and a Bachelor of Arts in Geography with an emphasis in Cartography from Humboldt State University – Arcata, California. Mr. Anderson has extensive knowledge and understanding of the California Environmental Quality Act (CEQA), California Zoning and Development Laws, Surface Mining and Reclamation Act (SMARA), California Subdivision Map Act, Williamson Act, and California Government Code as well as over 40 years of experience in public and private sector planning. Mr. Anderson's experience includes preparation of Budgets, Investigation of planning regulations for Applications of planning regulations for current planning projects and on-going monitoring of legislative issues.

Employment History:

1993 to Present	J.B. Anderson Land Use Planning – President
1990 - 1993	Anderson Homes – Forward Planner
1988 - 1990	Stanislaus County – Associate Planner
1984 - 1988	Tuolumne County – Planner III

Special Experience:

1990 - 1997	City of Ceres – Planning Commissioner (Chair for 2-terms)
1993 - 1997	City of Waterford – Planning Director
1997 - 1999	City of Livingston – Planning Director
2012 - 2015	City of Riverbank – Planning Director
2021 - Present	City of Livingston – Contract Planner
2021 - Present	San Joaquin County – Mountain House Planner

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Mark Niskanen – *Vice President*

Mr. Niskanen holds a Bachelor of Arts Degree from San Diego State University in Public Administration, with an emphasis in City and Regional Planning. With twenty (20) years of professional planning experience in the Central Valley, Mr. Niskanen is experienced and well versed in Federal, State, and Local Policies and Regulations related to land use development and environmental issues.

As Vice President, Mr. Niskanen is responsible for Project Management, and has worked on a variety of public agency land use and environmental planning projects.

Currently, Mr. Niskanen serves as the Planning Manager for the City of Waterford and Contract Planner for City of Oakdale. In these roles, Mr. Niskanen is responsible for managing and processing Current and Advanced Planning Applications and Projects, including Cannabis related Use Permits, Specific Plan Amendments, and Annexations. Mr. Niskanen has also successfully prepared General Plan Housing Elements for the County of Mariposa, and Cities of Livingston, Riverbank, and Oakdale, all of which were adopted and certified by the California Department of Housing and Community Development. Mr. Niskanen has also prepared a variety of CEQA and NEPA documents, including Environmental Impact Reports, Negative Declarations, and NEPA compliance documents associated with Community Development Block Grant Projects.

Employment History:

2002 to Present	J.B. Anderson Land Use Planning – Vice President
2001 - 2002	URS Corporation – Environmental Planner

Special Experience:

2015 - Present	City of Waterford – City Planner
2015 - Present	City of Oakdale – City Planner
2022 - Present	City of Hughson – Contract Planner
2002 - 2004	American Planning Association – California Chapter, Central Section

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Miguel A. Galvez – *Senior Planner*

Mr. Galvez holds a Bachelor of Arts Degree from California State University Stanislaus in Political Science / Public Administration. With over thirty (30) years of professional planning experience in the Central Valley, Mr. Galvez is experienced and well versed in Community and Economic Development, Federal, State and Local Policies and Regulations related to land use development and environmental issues.

As a Senior Planner, Mr. Galvez is responsible for Project Management including managing and processing Current and Advanced Planning Applications with a primary focus on Contract Planning Services.

Employment History:

2021 to Present	J.B. Anderson Land Use Planning – Senior Planner
2016 – 2021	County of Stanislaus – Deputy Director
2013 – 2016	County of Stanislaus – Planning Division Manager
2006 – 2010	Modesto City Schools – Facilities Department Director and Planning Director
1990 – 2006	City of Modesto – Senior, Associate, and Assistant Planner

Special Experience:

2021 – 2023	City of Livingston – Contract Planner
2023 – Present	City of Riverbank – Contract Planner

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Brad Wall – *Senior Planner*

Mr. Brad Wall holds a Master of Arts Degree in Planning from California State University, Chico, and a Bachelor of Science Degree in Construction Management, also from CSU Chico.

Mr. Wall has thirty (30) years of professional planning experience, starting in the Public Sector in 1995, and moving to the private sector from 2004 through 2007. Brad returned to the City of Modesto as Principal Planner in 2007, focusing on long-range and policy planning, before working as Planning Manager overseeing current planning operations at the City of Stockton (2022-2023). Mr. Wall is experienced and well versed in Community and Economic Development, local agency processes, and Federal, State, and Local Policies and Regulations related to planning and development, and environmental documentation.

As a Senior Planner at JBAP, Mr. Wall is responsible for project management for a full range of planning tasks, including Specific Plans, Master Plans, Environmental documents, and special projects. Brad also manages complex planning studies, development applications and review of consultant proposals, as well as review and processing of complex comprehensive plan amendments, rezonings, annexations, and site plans.

Employment History:

2023-Present	J.B. Anderson Land Use Planning, Senior Planner
2022-2023	City of Stockton, Planning Manager
2007-2022	City of Modesto, Principal Planner
2005-2007	O'Dell Engineering, Planning Manager
2004-2005	Bright Development, Entitlement Manager
2001-2004	City of Modesto, Associate Planner
1999-2001	County of San Joaquin, Transportation Planner

Education:

1996	Master of Arts – Public Administration / Planning: CSU Chico
1993	Bachelor of Science – Construction Management: CSU Chico

Certificate:

2006-2021	American Institute of Certified Planners No. 020684

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David Niskanen – *Senior Planner*

Mr. David Niskanen holds a Bachelor of Arts Degree from San Francisco State University in Urban Studies and Planning. While at San Francisco State University, David worked on a variety of projects, including a Secondary Housing Survey and Report of the City of San Francisco for the San Francisco Planning Department. David completed his internship with the City of Livingston and J. B. Anderson Land Use Planning and joined JBAP as an Assistant Planner in 2013. In 2018 David was promoted to Associate Planner, then to Senior Planner in 2022, and is excited to continue his career as a planning professional.

As a Senior Planner at JBAP, Mr. Niskanen is responsible for project management for land use and environmental planning projects for public and private sector Clients, including zoning documents, CEQA projects, and land use entitlement processing. His other skills include air quality modeling using the California Emissions Estimator Model (CalEEMod), project organization, and management. He also has experience working as a Staff planner for the Cities of Lathrop and Waterford.

Employment History:

2013 to Present	J. B. Anderson Land Use Planning – Senior Planner

Special Experience:

2015 to Present	City of Lathrop – Municipal Contract Planning
2015 to Present	City of Waterford – Municipal Contract Planning

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Michael Arroyo – *Associate Planner*

Mr. Michael Arroyo holds a Bachelor of Arts Degree in Economics from California State University Stanislaus, and a Real Estate License from California Dept. Real Estate / DRE#02197549.

Mr. Michael Arroyo's experience as a planning professional, including as an Assistant Planner for the City of Modesto, has highlighted his commitment to meeting clients' goals and needs while delivering consistent, exceptional results and providing guidance and direction for development projects of varying degrees of complexity. His background as a Residential Appraiser has also given him a solid foundation in research, analysis, and project management.

As an Associate Planner, Mr. Arroyo is responsible for many day-to-day planning-related tasks. He is working with a variety of public agencies and provides support documentation and research analysis for JBAP and our Public Agency colleagues and clients.

Employment:

2024 to Present	J.B. Anderson Land Use Planning – Associate Planner
2023 to 2024	J.B. Anderson Land Use Planning – Assistant Planner
2022 to 2023	City of Modesto – Assistant Planner

Education:

California State University of Stanislaus, Bachelor of Arts – Economics, 2017
California Department of Real Estate – Colibri Real Estate

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Jailah Smith – *Assistant Planner*

Ms. Jailah Smith holds a Bachelor of Arts Degree in Urban Studies and Planning from California State University, Northridge. During her time in college, Ms. Smith provided Urban Design research assistance on several projects including an elementary school, water conservation, low-income communities, and climate sustainability on campus. In addition, Ms. Smith was the President of the Urban Planning Students of Northridge in the Urban and Planning department. JBAP is honored to be her first place of employment utilizing her knowledge of Urban Studies and Planning. She has shown dedication in continuing her education to stay current on processes and regulations related to Land Use Planning and Environmental Studies.

As an Assistant Planner, Ms. Smith is responsible for many day-to-day planning related tasks. She is working with a variety of public agencies and provides support documentation and research analysis for the Firm and our Public Agency colleagues and clients.

Employment:

2023 to Present	J. B. Anderson Land Use Planning – Assistant Planner

Education:

California State University of Northridge, Urban Studies and Planning, 2022

UC Davis Extended Education:

January 2023	Planning in California: An Overview
February 2023	Overview of California Environmental Regulations
	CEQA: A Step-by-Step Approach
Spring 2023	Urban Planning Process: Planning Studio
	Subdivision Map Act
	Mitigation Measure Development and Monitoring

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JBANDER-01 VEERABHADRAPPA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/11/2024

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 License # 0E02096 DiBuduo & DeFendis Insurance Brokers, LLC 1560 Cummins Drive, Suite A Modesto, CA 95358-6406	CONTACT NAME: Gail Barham PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: gail.barham@dibu.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Sentinel Insurance Co. Ltd. — 11000
INSURED J B Anderson Land Use Planning 139 S Stockton Ave Ripon, CA 95366	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			51SBAAK0196	9/7/2024	9/7/2025	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
IF ANY FORMS ARE REFERENCED BELOW OR ATTACHED TO AND PART OF THIS CERTIFICATE, THEY WILL APPLY AS REQUIRED PER WRITTEN CONTRACT OR WRITTEN AGREEMENT BETWEEN THE LISTED PARTIES AND THE INSURED AND ARE SUBJECT TO THE POLICY PROVISIONS. IN THE ABSENCE OF SUCH WRITTEN CONTRACT OR WRITTEN AGREEMENT, THE REFERENCED OR ATTACHED FORMS MAY NOT BE APPLICABLE.

CERTIFICATE HOLDER	CANCELLATION
Mariposa County P.O. Box 2039 Mariposa, CA 95338	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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Certificate Of Completion

Envelope Id: ECD8033467F74C60BA8C92F46BB36BD0
Status: Completed
Subject: Complete with Docusign: Mariposa County Planning-JB Anderson-110824.pdf
Source Envelope:
Document Pages: 34
Signatures: 3
Envelope Originator:
Certificate Pages: 5
Initials: 1
Mariposa Clerk of the Board
AutoNav: Enabled
5100 Bullion St FL 2
EnvelopeId Stamping: Enabled
Mariposa, CA 95338
Time Zone: (UTC-08:00) Pacific Time (US & Canada)
COBagreements@mariposacounty.org
IP Address: 64.118.100.36

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Status: Original
11/8/2024 9:49:21 AM
Holder: Mariposa Clerk of the Board
COBagreements@mariposacounty.org
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: County of Mariposa
Location: DocuSign

Signer Events	Signature	Timestamp
Steven W Dahlem sdahlem@mariposacounty.org County Counsel Security Level: Email, Account Authentication (None)	DocuSigned by: Steven W Dahlem F6A416F06B394BF... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 11/8/2024 9:54:08 AM Viewed: 11/8/2024 11:11:03 AM Signed: 11/8/2024 11:11:13 AM
Electronic Record and Signature Disclosure: Accepted: 12/28/2022 3:42:40 PM ID: 168bcdc6-bde7-4f01-885a-c1872fec5bc7		
Joe Lynch jlynch@mariposacounty.org County Administrative Officer Mariposa Health and Human Services Security Level: Email, Account Authentication (None)	DocuSigned by: Joe Lynch 9C760F0DDEF94BE... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 11/8/2024 11:11:15 AM Viewed: 11/8/2024 1:06:33 PM Signed: 11/8/2024 1:06:41 PM
Electronic Record and Signature Disclosure: Accepted: 12/28/2022 2:18:18 PM ID: f458d0c7-7cd7-4bd0-b6dd-352a5abd09b8		
John B. Anderson john@jbandersonplanning.com Security Level: Email, Account Authentication (None)	Signed by: John B. Anderson 8DBCA1DD9029436... Signature Adoption: Pre-selected Style Using IP Address: 104.200.205.60	Sent: 11/8/2024 1:06:43 PM Viewed: 11/9/2024 6:56:32 AM Signed: 11/9/2024 6:57:08 AM
Electronic Record and Signature Disclosure: Accepted: 11/9/2024 6:56:32 AM ID: fbb33dc9-b4d8-41cf-a54b-f59edb8aecc0		
Carol Suggs csuggs@mariposacounty.org Mariposa County Security Level: Email, Account Authentication (None)	DS CS Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 11/9/2024 6:57:09 AM Viewed: 11/12/2024 7:10:24 AM Signed: 11/12/2024 4:56:50 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	11/8/2024 9:54:08 AM
Certified Delivered	Security Checked	11/12/2024 7:10:24 AM
Signing Complete	Security Checked	11/12/2024 4:56:50 PM
Completed	Security Checked	11/12/2024 4:56:50 PM
Payment Events	**Status**	**Timestamps**
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact County of Mariposa:

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

To advise County of Mariposa of your new email address

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

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

To request paper copies from County of Mariposa

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

To withdraw your consent with County of Mariposa

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

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AGREEMENT ROUTING SHEET

To: *Deanna Stickles and Malena Palmer* **Dept.:** *Clerk of the Board* **Date: 3 / 3 1 / 2 0 2 5**

From: Will Fassett **Amendment 1 to Agreement with: JB Anderson Land Use Planning, Inc.**

Section 1: TYPE OF PROCESSING REQUESTED: *(Complete all Section 1 fields.)*

1) Is this a digital signature request? Yes ■ **No** ☐ *(If No, please provide two original copies signed by the vendor.)*

2) Is this the standard County Agreement Form? Yes ■ **No** ☐ *If No, please answer the following question:*

a. Has this non-standard agreement been vetted by County Counsel? Yes ☐ **No** ☐
(If Yes, provide approval to COB via email. If No, see the instructions below.
Non-standard agreements will NOT be processed without County Counsel's approval.)

3) Is the Certificate of Insurance attached? Yes ■ **No** ☐ *If No, **DO NOT** submit until COI is received and attached.*

Section 2: VENDOR AND AGREEMENT TYPE *(Complete all Section 2 fields.)*

Vendor Signator & Title:J.B. Anderson, President **Vendor Email:john@jbandersonplanning.com**
(Name of person signing the agreement and their title) ***(Email of signee)***

For: Amendment 1 for On Call Contract Planning Services Term: 11/8/2024-6/30/2025
(Provide a brief description of the service provided or product purchased, i.e. "Police service dog training," "Annual Senior Health Fair," etc.) *(Enter beginning "to" end. 3 years or less for DH or CAO agreements.)*

Is this an Amendment to an Agreement? Yes ■ **No** ☐
(If Yes, attach copies of all prior amendments, *AS WELL AS THE INITIAL AGREEMENT*.)
Total amendments cannot extend the term beyond five years.

Is this an Agreement for goods, supplies, or services? Yes ■ **No** ☐
(If Yes, attach copies of the required competitive solicitations per the Purchasing Policy.)
<$3,000 – No solicitation required; ***$3,000-$9,999*** – Informal solicitation, two quotes; ***$10,000-$60,000 -*** Informal solicitation, three or more quotes
DO NOT submit the agreement without the solicitations attached if required.

Section 3: PURCHASING AUTHORIZATION *(Complete the appropriate Section 3 field.)*

☐ **BOARD ACTION** **CC** ID # or Res No.: _____ Scheduled Date: _____

■ **PURCHASING CODE (CAO or Department Heads - County Code Chapter 3.08):**

☐ **$_____ DEPARTMENT HEADS, <= $20,000 (**MCC Section 3.08.050):
(May not purchase or lease real property or storage space without the Purchasing Agent's approval.)

■ **$57,000.00 CAO as Purchasing Agent, <= $60,000** (MCC Section 3.08.090):
(Amount limited to what is budgeted.)

☐ **INDEMNIFICATION AGREEMENTS (Res. 05-117 and 04-346)** **$_____**

The below fall under the Signature Authority Policy and/or the Purchasing Policy

☐ **INTERDEPARTMENTAL AGREEMENTS** **$ _____**

☐ **MEMORANDUM OF UNDERSTANDING (MOU)** *No Cost* **$ _____**

☐ **CODE COMPLIANCE AGREEMENT** **$ _____**

☐ **SOFTWARE AS A SERVICE or OTHER SUBSCRIPTIONS or LICENSES** **$ _____**

***See next page for submitting instructions**

Initial DS

Docusign Envelope ID: 0686E20C-282B-46E1-897E-F41627B998B4

FIRST AMENDMENT TO AGREEMENT FOR CONTRACT PLANNING SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR CONTRACT PLANNING SERVICES, is made and entered into this thirty-first day of March 2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and JB Anderson Land Use Planning, Inc., hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated November 8th, 2024, wherein Contractor agreed to provide Contract Planning Services; and

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

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

Paragraph 3, "COMPENSATION," and Exhibit B are hereby amended to provide that an additional $7,000 will be added to the original amount of $50,000, making the total compensation paid to Contractor the not to exceed amount of $57,000.

Except as herein amended, the Agreement dated November 8, 2024, shall remain in full force and effect.

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

COUNTY OF MARIPOSA

DocuSigned by:
Joe Lynch
9C760F0DDEF94BE...

Joe Lynch
County Administrative Officer

CONTRACTOR

Signed by:
John B. Anderson
8DBCA1DD9029436...

John, B. Anderson, President

APPROVED AS TO FORM:

Signed by:
Walter W. Wall
7F70E7E57022409...

Walter W. Wall
County Counsel

Docusign Envelope ID: D7A31063-06E9-4547-8A83-E2246E0FCD60

AGREEMENT ROUTING SHEET

To: *Deanna Stickles and Malena Palmer* **Dept.:** *Clerk of the Board* **Date:** 7 / 2 3 / 2 5

From: Carol Suggs-Planning **Agreement with:** J.B. Anderson Land Use Planning, Inc.

Section 1: TYPE OF PROCESSING REQUESTED: *(Complete all Section 1 fields.)*

1) Is this a digital signature request? Yes ■ No ☐ *(If No, please provide two original copies signed by the vendor.)*

2) Is this the standard County Agreement Form? Yes ■ No ☐ *If No, please answer the following question:*

a. Has this non-standard agreement been vetted by County Counsel? Yes ☐ No ☐
(If Yes, provide approval to COB via email. If No, see the instructions below.
Non-standard agreements will NOT be processed without County Counsel's approval.)

3) Is the Certificate of Insurance attached? Yes ■ No ☐ *If No, **DO NOT** submit until COI is received and attached.*

Section 2: VENDOR AND AGREEMENT TYPE *(Complete all Section 2 fields.)*

Vendor Signator & Title: J. B. Anderson, President *(Name of person signing the agreement and their title)*

Vendor Email:john@jbandersonplanning.com *(Email of signee)*

For: Amendment 2 to extend term and revise fee schedule *(Provide a brief description of the service provided or product purchased, i.e. "Police service dog training," "Annual Senior Health Fair," etc.)*

Term: 11/8/24-6/30/26 *(Enter beginning "to" end. 3 years or less for DH or CAO agreements.)*

Is this an Amendment to an Agreement? Yes ■ No ☐
(If Yes, attach copies of all prior amendments, AS WELL AS THE INITIAL AGREEMENT.)
Total amendments cannot extend the term beyond five years.

Is this an Agreement for goods, supplies, or services? Yes ■ No ☐
(If Yes, attach copies of the required competitive solicitations per the Purchasing Policy.)
<$3,000 – No solicitation required; ***$3,000-$9,999*** – Informal solicitation, two quotes; ***$10,000-$60,000*** - Informal solicitation, three or more quotes
DO NOT submit the agreement without the solicitations attached if required.

Section 3: PURCHASING AUTHORIZATION *(Complete the appropriate Section 3 field.)*

☐ **BOARD ACTION** CC ID # or Res No.: _____ Scheduled Date: _____

■ **PURCHASING CODE (CAO or Department Heads - County Code Chapter 3.08):**

☐ $_____ **DEPARTMENT HEADS, <= $20,000 (**MCC Section 3.08.050):
(May not purchase or lease real property or storage space without the Purchasing Agent's approval.)

■ **$57,000 CAO as Purchasing Agent, <= $60,000** (MCC Section 3.08.090):
(Amount limited to what is budgeted.)

☐ **INDEMNIFICATION AGREEMENTS (Res. 05-117 and 04-346)** $_____

The below fall under the Signature Authority Policy and/or the Purchasing Policy

☐ **INTERDEPARTMENTAL AGREEMENTS** $ _____

☐ **MEMORANDUM OF UNDERSTANDING (MOU)** *No Cost* $ _____

☐ **CODE COMPLIANCE AGREEMENT** $ _____

☐ **SOFTWARE AS A SERVICE or OTHER SUBSCRIPTIONS or LICENSES** $ _____

***See next page for submitting instructions**

Digital Signatures Authorized (Res. 20-456): 08-11-2020; Signature Authority Policy (Res. 22-116): 02-15-22;
Purchasing Policy Authorized (Res.22-462): 08-16-2022: Revised (Res. 23-642) 12-05-2023
Form Revision Date: 09-25-2024

DS CS

Docusign Envelope ID: D7A31063-06E9-4547-8A83-E2246E0FCD60

SECOND AMENDMENT TO AGREEMENT FOR CONTRACT PLANNING SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR CONTRACT PLANNING SERVICES, is made and entered into this 23rd day of July 2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and J.B. Anderson Land Use Planning, Inc., hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated November 8, 2024, wherein Contractor agreed to provide Contract Planning Services; and

WHEREAS, County and Contractor amended said Agreement on March 31, 2025; and

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

WHEREAS, County and Contractor desire to amend Fee Schedule to reflect 2025 fees; and

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

Paragraph 1, "TERM," is hereby amended to extend the term of the Agreement to June 30, 2026; and

Exhibit B, " Cost Proposal" Fee Schedule is amended to reflect 2025 rates;
and

Except as herein amended, the Agreement dated November 8, 2024 shall remain in full force and effect.

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

COUNTY OF MARIPOSA

DocuSigned by:
Joe Lynch
9C760F0DDEF94BE...

Joe Lynch
County Administrative Officer

CONTRACTOR

Signed by:
John B. Anderson
8DBCA1DD9029436...

John B Anderson, President

APPROVED AS TO FORM:

Signed by:
Walter W. Wall
7F70E7E57022409...

Walter W. Wall
County Counsel

Docusign Envelope ID: D7A31063-06E9-4547-8A83-E2246E0FCD60

Exhibit B, replaces page 6 of initial proposal

J.B. ANDERSON
LAND USE PLANNING

FEE RATE SCHEDULE (Public Clients)

January 2025

STAFF MEMBER	TITLE	HOURLY RATE
John B. Anderson	President	$248.00/Hour
Mark Niskanen	Principal Planner	$225.00/Hour
Miguel Galvez	Senior Planner	$185.00/Hour
Brad Wall	Senior Planner	$185.00/Hour
David Niskanen	Senior Planner	$185.00/Hour
Michael Arroyo	Associate Planner	$145.00/Hour
Jailah Smith	Assistant Planner	$125.00/Hour
Savannah Hudson	Assistant Planner	$125.00/Hour
Nicole Jardine	Administrative Assistant	$70.00/Hour

Note Terms of Payment: Client shall pay Consultant in full for all charges and expenses set forth in each invoice within ten (10) days of the date of the invoice. If the Client fails to pay all amounts owed within this ten (10) day period, the Client shall pay a late charge on the unpaid balance at the rate of twenty percent (20%) per annum. Rates are subject to change upon a thirty (30) day notice. The rates above will be modified to accommodate the annual CPI adjustments and are effective January 1st of each year.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-446

MEETING:	November 4, 2025
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Approve a Change Order with Yosemite Falls, Inc. in an Amount of $78,820.43 for the Emergency Well Work at the Midpines Fire Station; and Authorize the Board of Supervisors Chair to Sign the Change Order

RECOMMENDATION AND JUSTIFICATION

Approve a Change Order with Yosemite Falls, Inc. in an Amount of $78,820.43 for the Emergency Well Work at the Midpines Fire Station; and Authorize the Board of Supervisors Chair to Sign the Change Order.

The water system serving the Midpines Fire Station and Park was supplied by a well located on the south side of the park. This system provided water to the fire station and its fire sprinklers, three storage tanks, the fire hydrant, community center, and public restrooms.

After several unsuccessful attempts to repair the well, it was determined that the existing well and its aging infrastructure could no longer provide a reliable or safe water supply for the park and fire station. Severe silt accumulation in the well casing caused the pump to draw in mud, resulting in blockages, equipment strain, and eventual failure. In essence, the well casing was filling with mud and silt, compromising the system's operation. To protect public health and ensure uninterrupted service to these critical community facilities, the County declared the situation an emergency and took immediate action to develop a new water source. Based on previous well performance data, drilling was initiated to a depth of 1,000 feet. The original contract covered only the drilling of the new commercial well, including the installation of 6-inch casing and a grout seal.

Upon reaching a depth of 1,000 feet, it was determined that the water yield was insufficient to meet the park's demand. The well driller was therefore directed to deepen the well by an additional 200 feet and complete the installation of the well casing and seal.

To establish a safe and fully functional potable water system, the contractor was also tasked with installing the pump; trenching and paving to run new electrical and water supply lines across the entrance leading to the restrooms; installing a new electrical panel and breakers for the well; and backfilling and grading the disturbed areas near the new well house and restroom facilities. To protect the well's pump, pressure tank, and water connections from weather exposure, a new insulated well house was also constructed.

Upon completion, the old well was reconfigured to continue serving the fire tank, fire hydrant, and fire

sprinkler systems at the fire station. The new well now provides a clean and efficient water supply to the park's restrooms, fire station, and community center.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On February 18, 2025, Resolution 2025-80, the Board approved an Agreement with Yosemite Falls, Inc. for Emergency Well work at Midpines Fire Station.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and the Contractor will not receive payment for completed work.

FINANCIAL IMPACT

The additonal cost will come from Fund 5501.

ATTACHMENTS

1. **Change Order No.1 - Yosemite Falls**
2. **Resolution_2025-80-Yosemite_Falls**

VOTE RESULT

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

DOCUMENT 00 63 63

CHANGE ORDER FORM

COUNTY OF MARIPOSA
4639 Ben Hur Road
Mariposa, California 95338

CHANGE ORDER NO.:
1

Project: Midpines Fire Station Emergency Repair

Date: September 29, 2025

The following parties agree to the terms of this Change Order:

Vice President	Contractor:
Heath Harris	Yosemite Falls, Inc.
P.O. Box 1808	P.O. Box 1808
Mariposa, CA 95338	Mariposa, CA 95338
Designer	Project Inspector:
Mariposa County Public Works	Mariposa County Public Works
4639 Ben Hur Road	4639 Ben Hur Road
Mariposa, CA 95338	Mariposa, CA 95338

Reference	Description	Cost	Days Ext.
	Project shutdown due to weather		93
Invoice #17023.01 Requested by: Public Works Performed by: Contractor Reason: new water line and electrical from new well to existing bathrooms	From new well trench across entrance of park to bathroom, install new electrial service and breaker, trench backfill and concrete cap entrance section level to adjacent surface, traffic control, materials, saw-cutting, excavate, off/on-haul materials, temporary trench plates placed to maintain park traffic.	$ 7,440.00	0
Invoice #17023.02 Requested by: Public Works Performed by: Contractor Reason: ensure good water quality	Title 22 water sampling-rush, chlorination of new well and equipment		
Invoice #17023.03 Requested by: Public Works Performed by: Contractor Reason: pump house for new well	Pour 8x8 foot concrete pad, construct painted 8x8 foot wood pump house with metal roof and 36-inch door, pipe insulation, fill sand, generator, Fema Equipment Rate, 15 % Mark up for equipment, 15% Mark up for material		0
Invoice #17023.04 Requested by: Public Works Performed by: Contractor Reason: separate old well from new systen	Separated old well from new system; install electric float with float weight; old well feeds fire tanks, hydrant, and buildings fire sprinkler system	$ 40,630.43	0
Invoice #17023.05 Requested by: Public Works Performed by: Contractor Reason: install new well pump/northside of park entrance	1200-foot THHN #2 copper wire for pump power, sand filter, auto flush valve, flow meter, brass ball valve		0

Invoice #17023.06 Requested by: Public Works Performed by: Contractor Reason: labor cost	Pump installation labor Carpentry labor - pump house	$ 7,750.00 $ 14,000.00	0
Invoice #16878 Requested by: Public Works Performed by: Contractor Reason: continue drilling/additional depth	New well location drilling depth reached 800-foot with low GPM output, contractor directed to continue to drill an additional 200-foot; resulted with an increase of water GPM's	$ 9,000.00	0

Contract time will be adjusted as follows:	Original Contract Amount	$ 160,000.00
Previous Completion Date: 7/30/2025 60 Contract Working Days 93 Calendar Day(s) Extension	Amount of Previously Approved Change Order(s)	$ -
	Amount of this Change Order	$ 78,820.43
Current Completion Date: 10/31/2025	Contract Amount	$ 238,820.43

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650, et seq.

This change order is subject to approval by the governing board of this Owner and must be signed by the Owner. Until such time as this change order is approved by the Owner's governing board and executed by a duly authorized Owner representative, this change order is not effective and not binding.

Contractor expressly understands that the compensation and time, if any, granted herein represents a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project including without limitation, cumulative impacts. Any costs, expenses, damages or time extensions not included are deemed waived.

Signatures:

Owner: COUNTY OF MARIPOSA

Rosemarie Smallcombe, Chair — Date
Board of Supervisors

Shannon Hansen, Director — Date
Public Works & Transportation

10/20/25
Samuel Cerveny — Date
Deputy Director Public Works

Kevin Briggs — Date
Assistant County Counsel

CONTRACTOR:

10/21/25
Heath Harris — Date
Vice President

END OF DOCUMENT

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-80

MEETING: February 18, 2025

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve an Agreement with Yosemite Falls Well Drilling for Emergency Well Work at the Midpines Fire Station; Authorize the Board Chair to Sign the Agreement; and Find the Project Meets All Emergency Requirements Pursuant to the Public Contract Code Section 22050 and that the Emergency did not Permit a Delay Resulting from a Competitive Solicitation for Bids, and that the Action was Necessary to Respond to the Emergency (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Yosemite Falls Well Drilling for Emergency Well Work at the Midpines Fire Station; Authorize the Board Chair to Sign the Agreement; and Find the Project Meets All Emergency Requirements Pursuant to the Public Contract Code Section 22050 and that the Emergency did not Permit a Delay Resulting from a Competitive Solicitation for Bids, and that the Action was Necessary to Respond to the Emergency (4/5th Vote Required).

The well at Midpines Fire Station/Park recently failed due to severe silt accumulation in the casing. This caused the pump to draw in mud, leading to blockages, overloading, and failure. Essentially, the well casing is filling with mud and silt.

After the failure, the pump was removed, cleared, cleaned, and reinstalled at the same depth—despite the continued presence of mud in the casing. A video inspection revealed no obvious groundwater intrusion, but the entire interior of the well was coated in mud. In addition, the well continues to test positive for bacterial contamination, which also causes a health and safety risk to the public.

Despite extensive efforts to bring the well into compliance—including multiple rounds of chlorination, flushing, and even installing a continuous chlorine system—we have been unsuccessful. The water remains black and full of silt, making it unsafe and unreliable.

Currently, the well provides non-potable water to the fire suppression tanks, but its ongoing deterioration suggests an imminent failure. This presents a serious safety risk, as the fire department relies on this well to fill its tanks. Without it, they would need to travel to town, Lush Meadows, or Bootjack to fill their trucks—each option posing significant logistical challenges, especially in emergencies.

BACKGROUND AND HISTORY OF BOARD ACTIONS

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Public Contract Code Section 22050 (a)(1) In the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, service, and supplies for those purposes, without giving notice for bids to let contracts.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Midpines Fire Station/Park Well is not fixed, it will pose a significant danger to the community.

FINANCIAL IMPACT

The Emergency Well Work will be paid out of salary savings from Public Works Budget.

ATTACHMENTS

1. **Emergency Repair Midpines Fire Station**

VOTE RESULT

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

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COUNTY OF MARIPOSA (Owner)

Public Works
4639 Ben Hur Road, Mariposa, California 95338

CONSTRUCTION SERVICES AGREEMENT

Midpines Fire Station Emergency Repair

DATE: February 18th, 2025

1. IDENTIFICATION OF CONTRACTOR:

CONTRACTOR: Yosemite Falls, Inc.

LICENSE NO: 691117

2. SCOPE OF THE WORK

See Scope of Work attached as Appendix A.

3. COMPENSATION FOR WORK. Contractor's total compensation for the Work performed under this Agreement **(Contract Sum)** is $160,000, to be paid as **(check one)**: (1) ☐ lump sum; (2) ☒ lump sum with progress payments; (3) ☐ per time and material rates and charges, up to a guaranteed not-to-exceed amount of $50,000. All payments **(check one)**: ☐ shall ☒ shall not be subject to a five percent (5%) retention.

Contractor's hourly rates are listed in Appendix A, Scope of Work and Cost Proposal. In the event payments to Contractor equal the "not to exceed" amount, and absent a written modification to this Agreement signed by the Owner, Contractor shall complete all services required under this Agreement without further compensation or cost reimbursement.

4. SCHEDULE OF PERFORMANCE FOR THE WORK. Contractor shall commence and complete the Work by the following dates:

Commencement Date shall be on the date established in the Notice to Proceed. Owner reserves the right to modify or alter the Commencement Date of the Work.

Substantial Completion Date: Within 60 working days of Commencement Date.

Final Completion Date: Within 60 working days of Substantial Completion.

4.01 Liquidated Damage Amounts.

A. As liquidated damages for delay Contractor shall pay Owner Five Hundred dollars ($500.00) for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.

B. As liquidated damages for delay Contractor shall pay Owner Five Hundred dollars ($500.00) for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

4.02 Scope of Liquidated Damages

A. Contractor and Owner agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of such actual damages incurred by Owner because of a delay in completion of all or any part of the Work. Contractor and Owner agree that specified measures of liquidated damages shall be presumed to be

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the amount of such damages actually sustained by Owner, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.

B. Liquidated damages for delay shall cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by Owner as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from Owner (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof. Owner may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages.

5. TERMS AND CONDITIONS.

5.01 Contractor shall perform the Work in accordance with the terms and conditions of this Agreement and the following attachments (together, **Contract Documents**):

A. Appendix A – Scope of Work ~~and Contractor Cost Proposal~~

B. Appendix B – General Conditions

C. Appendix C – Insurance

~~D. Appendix D – Construction Performance Bond~~

~~E. Appendix E – Construction Labor and Materials Payment Bond~~

~~F. Federal Conditions~~

G. Federal Wage Rates

5.02 The Contract Documents are the sole and exclusive provisions that govern the Work described herein. Any provision contained in any purchase order issued in connection with this Agreement or the Work described herein shall be null and void and shall have no force or effect.

5.03 Agreement number must appear on all invoices and correspondence. Send invoices in duplicate immediately upon performance of Work ordered hereon to:

County of Mariposa, Public Works 4639 Ben Hur Rd., Mariposa, CA 95338

COUNTY OF MARIPOSA

By: DocuSigned by: Rosemarie Smallcombe EEE9F94B55214DC...
Rosemarie Smallcomb, Chair
Board of Supervisors

By: DocuSigned by: Danielle Bondshu 7CA008A502E44EB...
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

By: Signed by: Walter W. Wall 7F70E7E57022489...
Walter W. Wall
County Counsel

CONTRACTOR:

Name: Yosemite Falls Well Drilling, Inc.

By: DocuSigned by: Heath Harris D91F36D1CECA49C...
Heath Harris

Docusign Envelope ID: 0071A5F5-02AB-492A-8A55-5050D5B5B2A3

Appendix A to Construction Services Agreement

SCOPE OF WORK

The work to be done consists of, in general, drilling a new commercial well, and installing a 6-inch casing, concrete and grout seal. Location Midpines Fire Station/Park is located at 6364 State Route140, Midpines, CA 95345.

The work will be completed as not to exceed fixed fee by Yosemite Fall Well Drilling in the amount of $160,000.

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Appendix B to Construction Services Agreement

GENERAL CONDITIONS

ARTICLE 1 TERMS OF PERFORMANCE

1.01 **Construction Services Agreement (Agreement) Force and Effect.** The provisions of the Agreement and other Contract Documents constitute the entire agreement between the Contractor and Owner regarding the Work described herein. No representation, term or covenant not expressly specified in the Contract Documents shall, whether oral or written, be a part of this agreement. The Agreement and other Contract Documents shall govern the Work described herein (whenever performed),and shall supersede all other purchase orders and agreements between Contractor and Owner, and any proposal, with respect to the Work described herein.

1.02 **No Modification or Waiver.** The Contract Documents may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of Owner and Contractor. Contract Documents headings are for convenience only and do not affect the construction of the Contract Documents.

1.03 **Performance of Work/No Assignment.** Time is of the essence in the performance of the Work. Contractor will perform the Work in a skillful and workmanlike manner; comply fully with criteria established by Owner, and with applicable laws, codes, and all applicable industry standards. Contractor shall maintain its work area in a clean and sanitary condition, clear debris and trash at the end of each work day, and shall not damage or disrupt any property unless specifically part of the scope of the Agreement. Contractor shall not contract any portion of the Work or otherwise assign the Agreement without prior written approval of Owner, and any assignment without Owner's prior written approval shall be null and void. (Contractor shall remain responsible for compliance with all terms of the Contract Documents, regardless of the terms of any such assignment.) The Contractor shall permit Owner (or its designees) access to the work area, Contractor's shop, or any other facility, to permit inspection of the Work at all times during construction and/or manufacture and fabrication. The granting of any progress payment, and any inspections, reviews, approvals or oral statements by any Owner representative, or certification by any governmental entity, shall in no way limit Contractor's obligations under the Contract Documents. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of the Contract Documents, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof. Owner shall have, at all times, set-off rights with respect to any payment and Contractor's failure to perform the terms of the Contract Documents.

ARTICLE 2 LEGAL AND MISCELLANEOUS

2.01 **Records and Payment Requests.** Contractor shall submit all billings with all necessary invoices or other appropriate evidence of proper performance, after which Owner shall make payment within thirty (30) days. Upon Owner's written request, Contractor shall make available to Owner, its authorized agents, officers, or employees, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the Work or the expenditures and disbursement charged to Owner, and all correspondence, internal memoranda, calculations, books and accounts, records documenting its Work under the Agreement, and invoices, payrolls, timecards, records and all other data related to matters covered by the Agreement. Contractor shall furnish to Owner, its authorized agents, officers, or employees, such other evidence or information as Owner may require with regard to the Work or any such expenditure or disbursement charged by Contractor. Contractor shall maintain all such documents and records prepared by or furnished to Contractor during the course of performing the Work for at least five years following completion of the Work, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Contractor shall permit Owner to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of the

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Agreement shall have the same rights conferred to Owner by this section. Such rights shall be specifically enforceable.

2.02 **Independent Contractor.** Contractor is an independent Contractor and does not act as Owner's agent in any capacity, whatsoever. Contractor is not entitled to any benefits that Owner provides to Owner employees including, without limitation, insurance, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within the Contract Documents regarding directives apply to and concern the result of the Contractor's provision of Work not the means, methods, or scheduling of the Contractor's Work. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Work under the Contract Documents. Contractor shall pay all payroll taxes imposed by any governmental entity and will pay all other federal, state, or local taxes not specifically identified in the Contract Documents as Owner's responsibility.

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 Owner, Contractor shall indemnify, defend, and hold Owner harmless 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 Owner.

2.03 **Indemnity/Liability.** Contractor shall defend, indemnify, and save harmless, to the fullest extent permitted by law, the Owner and each of its board members, officers, directors, representatives, agents, employees, and volunteers (**Owner Indemnities**), against all claims, suits, actions, loss, cost, damage, expense, and liability arising from or related to bodily injury to or death of any person or damage to any property, or resulting from any breach and/or Contractor's negligence in performing the Work pursuant to the Contract Documents. Notwithstanding any provision of the Contract Documents, Owner shall not be liable to Contractor or anyone claiming under it, in contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with the Contract Documents or the Work. Owner's rights and remedies, whether under the Agreement or other applicable law, shall be cumulative and not subject to limitation. Contractor's obligations to defend, indemnify, and save harmless the Owner Indemnities are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

2.04 **Defective Work; Warranties.** Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices, all Contract Documents requirements, and all laws, codes, standards, licenses, and permits. Contractor warrants that all materials and equipment shall be new, of suitable grade of their respective kinds for their intended uses, and free from defects. Contractor hereby grants to Owner for a period of one year following the date of completion its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers. If either prior to completion of the Work, or within one year after completion, any Work (completed or incomplete) is found to violate any of the foregoing warranties (**Defective Work**), Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct, remove and replace the Defective Work with conforming Work, and correct, remove and replace any damage to other Work or other property resulting therefrom. If Contractor fails to do so, Contractor shall pay all of the Owner's resulting claims, costs, losses and damages. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.

2.05 **Compliance with Laws; Conflict of Interests.** Contractor agrees to comply with all applicable federal and state laws, regulations and policies, as amended, including those regarding

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discrimination, unfair labor practices, anti-kick-back, collusion, and the provisions of the Americans with Disability Act. Contractor, its officer, partners, associates, agents, and employees, shall not make, participate in making, or in anyway attempt to use the position afforded them by the Contract Documents to influence any governmental decision in which he or she knows or has reason to know that he or she has a financial interest under applicable state, federal and local conflict of interest regulations. Contractor warrants that no person or agency has been employed or retained to solicit or obtain the Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. 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, sexual orientation, or sexual identity as prohibited by state or federal law.

2.06 **Termination; Suspension; Disputes.** Owner may direct Contractor to terminate, suspend, delay, interrupt or accelerate Work, in whole or in part, for such periods of time as Owner may determine in its sole discretion. Owner will issue such directives in writing, and may do so, in whole or in part, for its convenience or due to Contractor's fault. Owner will compensate Contractor for extra costs resulting from such directives only to the extent that Owner issues such directives for its convenience and not due to Contractor's fault (but Owner shall not compensate Contractor for costs, profit or overhead anticipated to be earned or incurred on Work terminated for Owner's convenience.) Contractor shall continue its Work throughout the course of any dispute, and Contractor's failure to continue Work during a dispute shall be a material breach of the Contract Documents. All claims by Contractor against Owner shall be submitted in writing to Owner, and shall be governed by Public Contract Code Sections 9204, 20104 – 20104.6, after which time the one year time period in Government Code Section 911.2 shall be, pursuant to Government Code Section 930.2, reduced to 90 days. Should Contractor be terminated for default, and such termination is subsequently determined to be wrongful, such termination will be converted to a termination for convenience as provided herein.

2.07 **Execution; Venue; Limitations.** The Agreement shall be deemed to have been executed in County of Mariposa, California. Enforcement of the Contract Documents shall be governed by the laws of the State of California, excluding its conflict of laws rules. Except as expressly provided in the Contract Documents, nothing in the Contract Documents shall operate to confer rights or benefits on persons or entities not party to the Agreement. As between the parties to the Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of Owner's issuance of the final Certificate for Payment, or termination of the Contract Documents, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

2.08 **Employee Wages; Records; Apprentices.** Contractor shall pay prevailing wages to its employees on any contract in excess of $1,000.00 (one thousand dollars). Copies of the prevailing rate of per diem wages are on file at Owner's principal office. Contractor shall comply with the 8-hours per day/40 hours per week/overtime/working hours restrictions for all employees, pursuant to the California Labor Code. Contractor and all subcontractors shall keep and maintain accurate employee payroll records for Work performed under the Agreement. The payroll records shall be certified and submitted as required by law, including Labor Code Section 1771.4 (if applicable) and 1776, including (if the Agreement is awarded on or after April 1, 2015 or continues on or after January 1, 2016) to the Labor Commissioner no less frequently than monthly. Contractor shall comply fully with Labor Code Section 1777.5 in the hiring of apprentices for work relating to the Agreement. If the Agreement exceeds $2,000 and is funded with federal funds, then Contractor shall pay federal Davis Bacon wages and comply with applicable federal requirements.

2.09 **Mandatory Contractor and Subcontractor Registration.** Pursuant to Labor Code Section 1771(a), Contractor represents that it and all of its Subcontractors are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor covenants that any additional or substitute Subcontractors will be similarly registered and qualified.

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2.10 **Worker's Compensation.** Pursuant to Labor Code Sections 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Labor Code Section 3700 that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work.

2.11 **Construction Performance Bond; Construction Labor and Materials Payment Bond; Securities in Lieu of Retention Escrow Account.**

A. If Contract Sum under the Agreement exceeds (or is expected to exceed) $15,000, Contractor shall provide a construction performance bond in form attached hereto as Appendix D – Construction Performance Bond, and a construction labor and material payment bond, in accordance with Civil Code Section 9550 and in form attached hereto Appendix E – Construction Labor and Materials Payment Bond. Contractor may not substitute cash in lieu of the required bond(s).

B. If the Agreement specifies performance retention, Contractor may elect to substitute securities or direct payment to an escrow account, pursuant to Public Contract Code Section 22300 (incorporated herein by this reference).

2.12 **Earthwork and Underground Facilities.** If the Work involves digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall notify Owner in writing of any material that Contractor believes may be hazardous waste that is required to be removed in accordance law, subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids, or unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents, pursuant to Section 7104 of the Public Contract Code. For any Work involving trench shoring that costs in excess of $25,000, Contractor shall submit and Owner (or a registered civil or structural engineer employed by Owner) must accept, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches, pursuant to Labor Code Section 6705. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Consistent with Government Code Section 4215, as between Owner and Contractor, Owner will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or information made available for bidding.

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

2.14 **Claims. Contractor is hereby informed that Public Contract Code Section 9204 provides:**

A. Should any clarification, determination, action or inaction by Owner, Work, or any other event, in the opinion of Contractor, exceed the requirements of or not comply with Contract Documents, or otherwise result in Contractor seeking additional compensation in time or money or damages for any reason (collectively "Disputed Work"), then Contractor and Owner will make good faith attempts to resolve informally any and all such issues, claims and/or disputes. Before commencing the Disputed Work, or within seven Days after Contractor's first knowledge of the Disputed Work, whichever is earlier, Contractor shall file a written notice and cost proposal for the Disputed Work with County stating clearly and in detail its objection and reasons for contending

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the Work or interpretation is outside the requirements of Project Documents. If a written notice and cost proposal for Disputed Work is not issued within this time period, or if Contractor proceeds with the Disputed Work without first having given the notice required by this paragraph, Contractor shall waive its rights to further claim on the specific issue.

B. Owner will review Contractor's timely notice and cost proposal for Disputed Work and provide a decision. If, after receiving the decision, Contractor disagrees with it or still considers the Work required of it to be outside of the requirements of Project Documents, it shall so notify Owner, in writing, within seven Days after receiving the decision, by submitting a notice of potential claim, stating that a formal claim will be issued. Within 30 Days of receiving the decision, Contractor shall submit its claim in the form specified herein and all arguments, justification, cost or estimates, schedule analysis, and detailed documentation supporting its position. Contractor's failure to furnish notification within seven Days and all justifying documentation within 30 Days will result in Contractor waiving its right to the subject claim.

C. Claim Format

1. A. Contractor shall submit the claim justification in the following format:
   (a) Cover letter and certification;
   (b) Summary of claim, including underlying facts, entitlement, schedule analysis, quantum calculations, Project provisions supporting relief;
   (c) List of documents relating to claim including Specifications, Drawings/Plans clarifications/requests for information, schedules, notices of delay, cost calculations and any others;
   (d) Chronology of events and correspondence:
   (e) Analysis of claim merit;
   (f) Analysis of claim cost; and
   (g) Attach supporting documents referenced in paragraph 2.14,C.1(c), above..

D. Required Provisions on Contract Claim Resolution

1. Public Contract Code Section 9204 specifies provisions on resolving contract claims of any size, and Public Contract Code Section 201014, et seq., specifies required provisions on resolving contract claims less than $375,000. Those statutes constitute a part of this Contract. In the event any other Contract provision violates such statutes, the applicable statute controls.

2. Public Contract Code Section 9204 provides:
   (a) For the purposes of this section, "Claim" means a separate demand by Contractor for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by Owner.
   (b) Procedure:
      (1) Upon receipt of a Claim the Owner shall conduct a reasonable review of the Claim and within 45 days, or if Owner's governing body must approve Owner's response to the Claim and the governing body has not met within the 45 days then within three (3) days of the governing body's meeting, shall provide Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Should Owner take no action on the Claim within 45 days of submission, it shall be deemed denied.
      (2) If the Contractor disputes Owner's response to its Claim, including a failure to respond, it may submit via registered mail or certified mail, return receipt requested, a written demand for an informal conference to meet and confer for settlement of the issues in dispute. Owner shall

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schedule such a meet and confer conference within 30 days for settlement of the dispute. Within ten (10) days of the meet and confer conference Owner shall provide Contractor with a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. If the Contractor disputes Owner's statement it shall inform Owner and they shall mutually agree to a mediator within 10 business days of the written statement.

(3) Owner shall pay the undisputed portions of the Claim within 60 days of the issuance of a written statement identifying an undisputed portion.

(4) Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the claimant sharing the associated costs equally. The Owner and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside this section.

(5) For claims under $375,000, unless the parties agree otherwise in writing, mediation pursuant to these provisions shall excuse the mediation obligation under Public Contracting Code section 20104.4(a).

(6) The parties may mutually agree, in writing, to waive the mediation requirements of this subsection and proceed to the commencement of a civil action.

(7) Failure by the Owner to respond to a Claim from a Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A Claim that is denied by reason of the public entity's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant.

(8) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(9) If a Subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the Contractor may present to the Owner a claim on behalf of a Subcontractor or lower tier subcontractor. A Subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the Subcontractor or by a lower tier subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the Claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the claim to the Owner and, if the original Contractor did not present the claim, provide the Subcontractor with a statement of the reasons for not having done so.

(10) Nothing in this section shall impose liability upon an Owner that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

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(11) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

3. To the extent applicable, Public Contract Code Section 20104, et seq., provide.

(a) For the purposes of this section, "Claim" means a separate demand by Contractor of $375,000 or less for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by Owner. Separate Contractor Claims that together total more than $375,000 do not qualify as a "separate demand of $375,000 or less," as referenced above, and are not subject to this section.

(b) Caution. This section does not apply to tort claims, and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 and Chapter 2 of Part 3 of Division 3.6 of Title 1 of the Government Code.

(c) Procedure:

(1) The Claim must be in writing, submitted in compliance with all requirements of General Conditions including, without limitation, the time prescribed by and including the documents necessary to substantiate the Claim. Nothing in this section is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth in the General Conditions or elsewhere in the Contract Documents.

(2) For Claims of fifty thousand dollars ($50,000) or less, Owner shall respond in writing within forty-five (45) days of receipt of the Claim, or Owner may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims Owner may have against Claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this section upon mutual agreement of Owner and Claimant. Owner's written response to the Claim, as further documented, shall be submitted to Claimant within fifteen (15) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.

(3) For Claims over Fifty Thousand Dollars ($50,000) and less than or equal to $375,000: Owner shall respond in writing within sixty (60) days of receipt of the Claim, or Owner may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims Owner may have against Claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this section, upon mutual agreement of Owner and Claimant; Owner's written response to the Claim, as further documented, shall be submitted to Claimant within thirty (30) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.

(4) Meet and Confer: If Claimant disputes Owner's written response, or Owner fails to respond within the time prescribed above, Claimant shall notify Owner, in writing, either within fifteen (15) days of receipt of Owner's response or within fifteen (15) days of Owner's failure to timely respond,and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand Owner will schedule a

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meet and confer conference within thirty (30) days for settlement of the dispute.

(5) Following the meet and confer conference, if the Claim or any portion remains in dispute, Claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Claimant submits its written claim as set forth herein, until the time that Claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(6)

(End of Appendix B)

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Appendix C to Construction Services Agreement

INSURANCE

1. Commercial General Liability Insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, liability for slander, false arrest and invasion of privacy, blanket contractual liability, broad form endorsement, and completed operations, personal and advertising liability, with limits of not less than **[$2,000,000]** general aggregate and **[$1,000,000]** each occurrence, subject to a deductible of not more than **[$1,000]** payable by Contractor.

2. Business Automobile Liability Insurance with limits not less than **[$1,000,000]** each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible of not more than **[$1,000]** payable by Contractor.

3. Workers' Compensation Employers' Liability limits not less than **[$1,000,000]** each accident, **[$1,000,000]** per disease and **[$1,000,000]** aggregate. Contractor's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation against the County of Mariposa, its board members, officers, directors, officials, agents, employees and volunteers. In the event Contractor is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

4. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Owner Indemnities as Additional Insureds. The requirements for coverage and limits shall be the greater of either the minimum coverage and limits specified in this Agreement or the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.

5. Insurance policies in this Appendix C shall contain an endorsement containing the following terms:

5.01 Owner Indemnities shall be named as Additional Insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and Additional Insured. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Owner has received a waiver of subrogation endorsement from the insurer.

5.02 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

5.03 Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to County of Mariposa thirty (30) days in advance of the effective date thereof.

5.04 Contractor insurance shall be primary insurance as to Owner and no other insurance or self-insured retention carried or held by any named or Additional Insureds other than Contractor shall be called upon to contribute to a loss covered by insurance for the named insured.

6. Certificates of Insurance and Endorsements shall have clearly typed thereon the Project Name, shall clearly describe the coverage and shall contain a provision requiring the mailing of written notices of cancellation described in clause 5.03 above. Contractor shall furnish the Owner with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Owner reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7. All policies of insurance shall be placed with insurers acceptable to Owner. The insurance underwriter(s) must be duly licensed to do business in the State of California and (other than for workers' compensation) must have an A. M. Best Company rating of **[A-,VII]** or better. Required minimum amounts of insurance may be increased should conditions of Work, in the opinion of Owner,

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warrant such increase. Contractor shall increase required insurance amounts upon direction by Owner.

8. The insurance coverage limits may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Owner and Additional Insureds, to the extent required by this Agreement, before the Owner's insurance or self-insurance may be called upon to protect Owner as a named insured.

9. All self-insured retentions (SIR) must be disclosed to Owner for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Contractor/named insured or Owner.

10. Contractor agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this Agreement that is required of Contractor including, without limitation, the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Contractor shall agree to be bound to Contractor and Owner in the same manner and to the same extent as Contractor is bound to Owner under this Contract and its accompanying documents. Subcontractors shall further agree to include these same provisions with any lower tier subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. Contractor shall require all subcontractors to provide a valid Certificate of Insurance and the required endorsements included in the subcontract agreement, and will provide proof of compliance to the Owner prior to commencement of any work by the subcontractor.

11. 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.

(*End of Appendix C*)

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Appendix G to Construction Services Agreement

Federal Wadge Rates

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"General Decision Number: CA20250018 02/07/2025

Superseded General Decision Number: CA20240018

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker

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protections under the Executive Orders is available at
http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025
1	01/10/2025
2	02/07/2025

ASBE0016-004 05/01/2024

AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TOULMNE COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
Area 1	$ 34.56	11.40
Area 2	$ 36.53	9.27

ASBE0016-008 01/01/2024

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS, & TUOLUMNE

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1	$ 84.76	25.07
Area 2	$ 64.56	25.07

BOIL0549-001 01/01/2021

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: REMAINING COUNTIES

	Rates	Fringes
BOILERMAKER		

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Area 1	$ 49.62	41.27
Area 2	$ 45.60	38.99

BRCA0003-001 08/01/2023

	Rates	Fringes
MARBLE FINISHER	$ 41.18	18.58

BRCA0003-003 08/01/2023

	Rates	Fringes
MARBLE MASON	$ 60.20	28.82

BRCA0003-005 05/01/2024

	Rates	Fringes
BRICKLAYER		
(1) Fresno, Kings, Madera, Mariposa, Merced	$ 51.17	25.80
(7) San Francisco, San Mateo	$ 57.02	28.50
(8) Alameda, Contra Costa, San Benito, Santa Clara	$ 56.94	26.28
(9) Calaveras, San Joaquin, Stanislaus, Toulumne	$ 52.76	25.01
(16) Monterey, Santa Cruz	$ 54.18	27.82

BRCA0003-008 07/01/2023

	Rates	Fringes
TERRAZZO FINISHER	$ 43.90	19.51
TERRAZZO WORKER/SETTER	$ 59.06	28.31

BRCA0003-011 04/01/2024

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

AREA 3: Fresno, Kings, Madera, Mariposa, Merced

	Rates	Fringes
TILE FINISHER		
Area 1	$ 37.75	19.28
Area 2	$ 34.76	19.22
Area 3	$ 32.68	18.32
Tile Layer		
Area 1	$ 59.92	22.62
Area 2	$ 55.17	22.52
Area 3	$ 50.28	22.05

CARP0022-001 07/01/2023

San Francisco County

	Rates	Fringes

Docusign Envelope ID: 0071A5F5-02AB-492A-8A55-5050D5B5B2A3

Carpenters		
Bridge Builder/Highway Carpenter	$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 60.54	33.52
Journeyman Carpenter	$ 60.39	33.52
Millwright	$ 60.49	35.11

CARP0034-001 07/01/2021

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician	$ 54.10	34.69
Diver standby	$ 60.51	34.69
Diver Tender	$ 59.51	34.69
Diver wet	$ 103.62	34.69
Manifold Operator (mixed gas)	$ 64.51	34.69
Manifold Operator (Standby)	$ 59.51	34.69

DEPTH PAY (Surface Diving):

050 to 100 ft	$2.00 per foot
101 to 150 ft	$3.00 per foot
151 to 220 ft	$4.00 per foot
221 ft.-deeper	$5.00 per foot

SATURATION DIVING:
The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:
Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: $1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48"" in height, the premium will be $1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:
Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2021

	Rates	Fringes
Piledriver	$ 54.10	34.69

CARP0035-007 07/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

Docusign Envelope ID: 0071A5F5-02AB-492A-8A55-5050D5B5B2A3

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer	$ 28.76	22.53
Lead Installer	$ 32.21	23.03
Master Installer	$ 36.43	23.03
Area 2		
Installer	$ 26.11	22.53
Lead Installer	$ 29.08	23.03
Master Installer	$ 32.71	23.03
Area 3		
Installer	$ 25.16	22.53
Lead Installer	$ 27.96	23.03
Master Installer	$ 31.38	23.03

CARP0035-008 08/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1	$ 52.65	31.26
Area 2	$ 46.77	31.26
Area 3	$ 47.27	31.26
Area 4	$ 45.92	31.26
Drywall Stocker/Scrapper		
Area 1	$ 26.33	18.22
Area 2	$ 23.39	18.22
Area 3	$ 23.64	18.22
Area 4	$ 22.97	18.22

CARP0152-001 07/01/2020

Contra Costa County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 52.80	30.82
Journeyman Carpenter	$ 52.65	30.82
Millwright	$ 52.75	32.41

Docusign Envelope ID: 0071A5F5-02AB-492A-8A55-5050D5B5B2A3

CARP0152-002 07/01/2020

San Joaquin County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 46.92	30.82
Journeyman Carpenter	$ 46.77	30.82
Millwright	$ 49.27	32.41

CARP0152-004 07/01/2020

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 45.57	30.82
Journeyman Carpenter	$ 45.42	30.82
Millwright	$ 47.92	32.41

CARP0217-001 07/01/2023

San Mateo County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 60.54	33.52
Journeyman Carpenter	$ 60.39	33.52
Millwright	$ 60.49	35.11

CARP0405-001 07/01/2021

Santa Clara County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw		

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Filer	$ 55.00	31.49
Journeyman Carpenter	$ 54.85	31.49
Millwright	$ 54.95	33.08

CARP0405-002 07/01/2021

San Benito County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49
Millwright	$ 51.47	33.08

CARP0505-001 07/01/2021

Santa Cruz County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49
Millwright	$ 51.47	33.08

CARP0605-001 07/01/2021

Monterey County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49
Millwright	$ 51.47	33.08

CARP0701-001 07/01/2021

Fresno and Madera Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer,		

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Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 47.77	31.49
Journeyman Carpenter	$ 47.62	31.49
Millwright	$ 50.12	33.08

CARP0713-001 07/01/2021

Alameda County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 55.00	31.49
Journeyman Carpenter	$ 54.85	31.49
Millwright	$ 54.95	33.08

CARP1109-001 07/01/2021

Kings County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 47.77	31.49
Journeyman Carpenter	$ 47.62	31.49
Millwright	$ 50.12	33.08

ELEC0006-004 12/01/2024

SAN FRANCISCO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 57.18	3%+27.15
Technician	$ 65.76	3%+27.15

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

Docusign Envelope ID: 0071A5F5-02AB-492A-8A55-5050D5B5B2A3

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0006-007 06/01/2024

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 91.25	3%+45.315

ELEC0100-002 06/01/2024

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 45.00	29.15

ELEC0100-005 12/01/2024

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer	$ 45.28	28.01
Technician	$ 52.07	28.21

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

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E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:
1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0234-001 12/25/2023

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone A	$ 65.16	29.55
Zone B	$ 71.68	29.75

Zone A: All of Santa Cruz, Monterey, and San Benito Counties within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

ELEC0234-003 12/01/2021

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	$ 47.93	24.09
Technician	$ 55.12	24.30

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety

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systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0302-001 02/27/2023

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 68.92	32.67
ELECTRICIAN	$ 61.26	32.44

ELEC0302-003 12/01/2023

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 48.44	27.60
Technician	$ 55.71	27.82

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0332-001 06/01/2024

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 100.25	46.72
ELECTRICIAN	$ 87.17	46.33

FOOTNOTES: Work under compressed air or where gas masks are required, orwork on ladders, scaffolds, stacks, ""Bosun's

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chairs,"" or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay. Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

ELEC0332-003 12/01/2024

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 56.68	28.35
Technician	$ 65.18	28.61

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-001 06/01/2024

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 84.18	3%+44.68
ELECTRICIAN	$ 73.20	3%+44.68

ELEC0595-002 06/01/2024

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 59.34	3%+30.48
ELECTRICIAN		
(1) Tunnel work	$ 51.92	3%+30.48
(2) All other work	$ 49.45	3%+30.48

ELEC0595-006 12/01/2024

ALAMEDA COUNTY

Docusign Envelope ID: 0071A5F5-02AB-492A-8A55-5050D5B5B2A3

	Rates	Fringes
Sound & Communications		
Installer	$ 56.68	3%+26.65
Technician	$ 65.18	3%+26.65

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-008 12/01/2024

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 45.28	3%+26.65
Technician	$ 52.07	3%+26.65

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0617-001 06/01/2024

SAN MATEO COUNTY

Docusign Envelope ID: 0071A5F5-02AB-492A-8A55-5050D5B5B2A3

	Rates	Fringes
ELECTRICIAN	$ 82.00	48.05

ELEC0617-003 12/01/2023

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 53.18	27.75
Technician	$ 61.16	27.98

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0684-001 12/01/2024

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 48.50	30.09

CABLE SPLICER = 110% of Journeyman Electrician

ELEC0684-004 12/01/2024

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 45.28	28.01
Technician	$ 52.07	28.21

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when

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performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC1245-001 06/01/2024

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer	$ 70.16	24.46
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment)	$ 53.30	22.01
(3) Groundman	$ 40.76	21.51
(4) Powderman	$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0008-001 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC	$ 80.76	37.885+a+b

FOOTNOTE:
a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-001 06/28/2023

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL $2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes

Docusign Envelope ID: 0071A5F5-02AB-492A-8A55-5050D5B5B2A3

OPERATOR: Power Equipment		
(AREA 1:)		
GROUP 1	$ 60.72	31.03
GROUP 2	$ 59.19	31.03
GROUP 3	$ 57.71	31.03
GROUP 4	$ 56.33	31.03
GROUP 5	$ 55.06	31.03
GROUP 6	$ 53.74	31.03
GROUP 7	$ 52.60	31.03
GROUP 8	$ 51.46	31.03
GROUP 8-A	$ 49.25	31.03
OPERATOR: Power Equipment		
(Cranes and Attachments -		
AREA 1:)		
GROUP 1		
Cranes	$ 52.30	31.15
Oiler	$ 43.79	31.15
Truck crane oiler	$ 46.08	31.15
GROUP 2		
Cranes	$ 50.54	31.15
Oiler	$ 42.83	31.15
Truck crane oiler	$ 45.07	31.15
GROUP 3		
Cranes	$ 48.80	31.15
Hydraulic	$ 44.44	31.15
Oiler	$ 42.55	31.15
Truck crane oiler	$ 44.83	31.15
GROUP 4		
Cranes	$ 45.76	31.15
OPERATOR: Power Equipment		
(Piledriving - AREA 1:)		
GROUP 1		
Lifting devices	$ 52.64	31.15
Oiler	$ 43.38	31.15
Truck Crane Oiler	$ 45.66	31.15
GROUP 2		
Lifting devices	$ 50.82	31.15
Oiler	$ 43.11	31.15
Truck Crane Oiler	$ 45.41	31.15
GROUP 3		
Lifting devices	$ 49.14	31.15
Oiler	$ 42.89	31.15
Truck Crane Oiler	$ 45.12	31.15
GROUP 4		
Lifting devices	$ 47.37	31.15
GROUP 5		
Lifting devices	$ 44.73	31.15
GROUP 6		
Lifting devices	$ 42.50	31.15
OPERATOR: Power Equipment		
(Steel Erection - AREA 1:)		
GROUP 1		
Cranes	$ 53.27	31.15
Oiler	$ 43.72	31.15
Truck Crane Oiler	$ 45.95	31.15
GROUP 2		
Cranes	$ 51.50	31.15
Oiler	$ 43.45	31.15
Truck Crane Oiler	$ 45.73	31.15
GROUP 3		
Cranes	$ 50.02	31.15
Hydraulic	$ 45.07	31.15
Oiler	$ 43.23	31.15
Truck Crane Oiler	$ 45.46	31.15
GROUP 4		

Docusign Envelope ID: 0071A5F5-02AB-492A-8A55-5050D5B5B2A3

Cranes	$ 48.00	31.15
GROUP 5		
Cranes	$ 46.70	31.15
OPERATOR: Power Equipment (Tunnel and Underground Work - AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1	$ 56.82	31.03
GROUP 1-A	$ 59.29	31.03
GROUP 2	$ 55.56	31.03
GROUP 3	$ 54.23	31.03
GROUP 4	$ 53.09	31.03
GROUP 5	$ 51.95	31.03
UNDERGROUND:		
GROUP 1	$ 56.72	31.03
GROUP 1-A	$ 59.19	31.03
GROUP 2	$ 55.46	31.03
GROUP 3	$ 54.13	31.03
GROUP 4	$ 52.99	31.03
GROUP 5	$ 51.85	31.03

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip

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form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire

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tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

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GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, TUOLUMNE

AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

CALAVERAS COUNTY:

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Area 1: Remainder
Area 2: Eastern Part

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MADERA COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MARIPOSA COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MONTEREY COUNTY:
Area 1: Remainder
Area 2: Southwestern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

ENGI0003-008 08/01/2024

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman	$ 60.61	39.55
(2) Dredge Dozer; Heavy duty repairman	$ 55.65	39.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 54.53	39.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 51.23	39.55
AREA 2:		
(1) Leverman	$ 62.61	39.55
(2) Dredge Dozer; Heavy duty repairman	$ 57.65	39.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 56.53	39.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 53.23	39.55

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

Docusign Envelope ID: 0071A5F5-02AB-492A-8A55-5050D5B5B2A3

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY
Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: Al but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part

Docusign Envelope ID: 0071A5F5-02AB-492A-8A55-5050D5B5B2A3

Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
Area 1: All but the Western border with Mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeastern border with Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

ENGI0003-019 07/01/2024

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1	$ 52.40	28.52
AREA 2	$ 54.40	28.52
GROUP 2		
AREA 1	$ 48.80	28.52
AREA 2	$ 50.80	28.52
GROUP 3		
AREA 1	$ 44.19	28.52
AREA 2	$ 46.19	28.52

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

Docusign Envelope ID: 0071A5F5-02AB-492A-8A55-5050D5B5B2A3

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County

Docusign Envelope ID: 0071A5F5-02AB-492A-8A55-5050D5B5B2A3

Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

IRON0377-001 01/01/2024

ALAMEDA, CONTRA COSTA, SAN MATEO, SANTA CLARA COUNTIES

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 42.53	26.26
Ornamental, Reinforcing and Structural	$ 52.08	34.90

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine

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Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

IRON0377-003 01/01/2024

SAN FRANCISCO CITY and COUNTY

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 42.53	26.26
Ornamental, Reinforcing and Structural	$ 52.58	34.90

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

IRON0433-005 01/01/2024

REMAINING COUNTIES

	Rates	Fringes
IRONWORKER		
Fence Erector	$ 42.53	26.26
Ornamental, Reinforcing and Structural	$ 47.45	34.90

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,

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Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0067-006 07/01/2024

AREA ""1"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA ""2"" - CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (ASBESTOS/MOLD/LEAD LABORER)		
Area 1	$ 37.75	29.69
Area 2	$ 36.75	29.69

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LABO0073-002 07/01/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 36.26	27.30
Traffic Control Person I	$ 36.56	27.30
Traffic Control Person II	$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0073-003 07/01/2023

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SAN JOAQUIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 36.29	25.55

LABO0073-005 06/26/2023

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0073-007 06/26/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS)		
Construction Specialist Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30
GROUP 1-a	$ 35.72	27.30
GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 35.35	27.30
GROUP 3	$ 35.25	27.30
GROUP 4	$ 28.94	27.30

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See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS)		
(1) New Construction	$ 35.25	27.30
(2) Establishment Warranty Period	$ 28.94	27.30
LABORER (GUNITE)		
GROUP 1	$ 36.46	27.30
GROUP 2	$ 35.96	27.30
GROUP 3	$ 35.37	27.30
GROUP 4	$ 35.25	27.30
LABORER (WRECKING)		
GROUP 1	$ 35.50	27.30
GROUP 2	$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and

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rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and

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piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0073-009 07/01/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0261-003 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	$ 37.26	27.30
Traffic Control Person I....	$ 37.56	27.30
Traffic Control Person II...	$ 35.06	27.30

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TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0261-005 06/26/2023

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0261-009 06/26/2023

SAN FRANCISCO, AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 37.20	27.30
GROUP 1	$ 36.50	27.30
GROUP 1-a	$ 36.72	27.30
GROUP 1-c	$ 36.55	27.30
GROUP 1-e	$ 37.05	27.30
GROUP 1-f	$ 31.37	23.20
GROUP 2	$ 36.35	27.30

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GROUP 3	$ 36.25	27.30
GROUP 4	$ 29.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 36.25	27.30
(2) Establishment Warranty Period	$ 29.94	27.30
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 36.50	27.30
GROUP 2	$ 36.35	27.30
Laborers: (GUNITE - AREA A:)		
GROUP 1	$ 37.46	27.30
GROUP 2	$ 36.96	27.30
GROUP 3	$ 36.37	27.30
GROUP 4	$ 36.25	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete

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chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher;

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Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0261-011 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK	$ 37.05	27.45

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: $5.00 per day additional. Work in live sewage: $2.50 per day additional.

LABO0261-014 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes

Docusign Envelope ID: 0071A5F5-02AB-492A-8A55-5050D5B5B2A3

PLASTER TENDER.....$ 41.93 30.32

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0270-003 07/01/2023

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A	$ 37.26	27.30
Area B	$ 36.26	27.30
Traffic Control Person I		
Area A	$ 37.56	27.30
Area B	$ 36.56	27.30
Traffic Control Person II		
Area A	$ 35.06	27.30
Area B	$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0270-004 06/26/2023

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work);

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Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0270-005 07/01/2023

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 36.29	25.55

LABO0270-007 06/26/2023

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B)		
Construction Specialist Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30
GROUP 1-a	$ 35.72	27.30
GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30
GROUP 1-f	$ 36.08	27.30
GROUP 2	$ 35.35	27.30
GROUP 3	$ 35.25	27.30
GROUP 4	$ 28.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B)		
(1) New Construction	$ 35.25	27.30
(2) Establishment Warranty Period	$ 28.94	27.30
LABORER (GUNITE - AREA B)		
GROUP 1	$ 36.46	27.30
GROUP 2	$ 35.96	27.30
GROUP 3	$ 35.37	27.30
GROUP 4	$ 35.25	27.30
LABORER (WRECKING - AREA B)		
GROUP 1	$ 35.50	27.30
GROUP 2	$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker;

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Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work

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performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

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GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0270-010 06/26/2023

SANTA CLARA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 37.20	27.30
GROUP 1	$ 36.50	27.30
GROUP 1-a	$ 36.72	27.30
GROUP 1-c	$ 36.55	27.30
GROUP 1-e	$ 37.05	27.30
GROUP 1-f	$ 37.08	27.30
GROUP 2	$ 36.35	27.30
GROUP 3	$ 36.25	27.30
GROUP 4	$ 29.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 36.25	27.30
(2) Establishment Warranty Period	$ 29.94	27.30
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 37.46	27.30
GROUP 2	$ 36.96	27.30
GROUP 3	$ 36.37	27.30
GROUP 4	$ 36.25	27.30
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 36.50	27.30
GROUP 2	$ 36.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill;

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Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after

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the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

Docusign Envelope ID: 0071A5F5-02AB-492A-8A55-5050D5B5B2A3

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0270-011 07/01/2023

MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 40.68	29.68

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0294-001 07/01/2023

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick	$ 36.29	25.55

LABO0294-002 07/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 36.26	27.30
Traffic Control Person I	$ 36.56	27.30
Traffic Control Person II	$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0294-005 06/26/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

Docusign Envelope ID: 0071A5F5-02AB-492A-8A55-5050D5B5B2A3

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0294-008 06/26/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30
GROUP 1-a	$ 35.72	27.30
GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30
GROUP 1-f	$ 36.08	27.30
GROUP 2	$ 35.35	27.30
GROUP 3	$ 35.25	27.30
GROUP 4	$ 28.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction	$ 35.25	27.30
(2) Establishment Warranty Period	$ 28.94	27.30
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 36.46	27.30
GROUP 2	$ 35.96	27.30
GROUP 3	$ 35.37	27.30
GROUP 4	$ 35.25	27.30
LABORER (WRECKING - AREA B:)		
GROUP 1	$ 35.50	27.30
GROUP 2	$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

Docusign Envelope ID: 0071A5F5-02AB-492A-8A55-5050D5B5B2A3

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

Docusign Envelope ID: 0071A5F5-02AB-492A-8A55-5050D5B5B2A3

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0294-010 07/01/2023

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0294-011 07/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0304-002 07/01/2023

ALAMEDA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 37.26	27.30
Traffic Control Person I	$ 37.56	27.30
Traffic Control Person II	$ 35.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0304-003 06/26/2023

Docusign Envelope ID: 0071A5F5-02AB-492A-8A55-5050D5B5B2A3

ALAMEDA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0304-004 06/26/2023

ALAMEDA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 37.20	27.30
GROUP 1	$ 36.50	27.30
GROUP 1-a	$ 36.72	27.30
GROUP 1-c	$ 36.55	27.30
GROUP 1-e	$ 37.05	27.30
GROUP 1-f	$ 37.08	27.30
GROUP 2	$ 36.35	27.30
GROUP 3	$ 36.25	27.30
GROUP 4	$ 29.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 36.25	27.30
(2) Establishment Warranty Period	$ 29.94	27.30
LABORER (GUNITE - AREA A:)		

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GROUP 1	$ 37.46	27.30
GROUP 2	$ 36.96	27.30
GROUP 3	$ 36.37	27.30
GROUP 4	$ 36.25	27.30
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 36.50	27.30
GROUP 2	$ 36.35	27.30

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of

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type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material

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cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0304-005 07/01/2023

ALAMEDA COUNTY

	Rates	Fringes
Brick Tender	$ 37.05	27.45

FOOTNOTES: Work on jobs where heat-protective clothing is required: $2.00 per hour additional. Work at grinders: $.25 per hour additional. Manhole work: $2.00 per day additional.

LABO0304-008 07/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender	$ 41.93	30.32

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0324-002 07/01/2023

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE		

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CLOSURE)

Escort Driver, Flag Person	$ 37.26	27.30
Traffic Control Person I	$ 37.56	27.30
Traffic Control Person II	$ 35.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0324-006 06/26/2023

CONTRA COSTA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-012 06/26/2023

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 37.20	27.30
GROUP 1	$ 36.50	27.30

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GROUP 1-a	$ 36.72	27.30
GROUP 1-c	$ 36.55	27.30
GROUP 1-e	$ 37.05	27.30
GROUP 1-f	$ 37.08	27.30
GROUP 1-g	$ 36.70	27.30
GROUP 2	$ 36.35	27.30
GROUP 3	$ 36.25	27.30
GROUP 4	$ 29.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 36.25	27.30
(2) Establishment Warranty Period	$ 29.94	27.30
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 37.46	27.30
GROUP 2	$ 36.96	27.30
GROUP 3	$ 36.37	27.30
GROUP 4	$ 36.25	27.30
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 36.50	27.30
GROUP 2	$ 36.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter;

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Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and

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grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

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LABO0324-014 07/01/2023

CONTRA COSTA COUNTY:

	Rates	Fringes
Brick Tender	$ 37.05	27.45

FOOTNOTES: Work on jobs where heat-protective clothing is required: $2.00 per hour additional. Work at grinders: $.25 per hour additional. Manhole work: $2.00 per day additional.

LABO0324-018 07/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender	$ 41.93	30.32

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1130-002 07/01/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 36.26	27.30
Traffic Control Person I	$ 36.56	27.30
Traffic Control Person II	$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO1130-003 06/26/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

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GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO1130-005 07/01/2023

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 36.29	25.55

LABO1130-007 06/26/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30
GROUP 1-a	$ 35.72	27.30
GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30
GROUP 1-f	$ 36.08	27.30
GROUP 2	$ 35.35	27.30
GROUP 3	$ 35.25	27.30
GROUP 4	$ 28.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction	$ 35.25	27.30
(2) Establishment Warranty Period	$ 28.94	27.30
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 36.46	27.30
GROUP 2	$ 35.96	27.30
GROUP 3	$ 35.37	27.30
GROUP 4	$ 35.25	27.30
LABORER (WRECKING - AREA B:)		
GROUP 1	$ 35.50	27.30
GROUP 2	$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging

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scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small

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diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling

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and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO1130-008 07/01/2023

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1130-009 07/01/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

PAIN0016-001 01/01/2024

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:	$ 50.51	27.66

PREMIUMS:

EXOTIC MATERIALS - $1.25 additional per hour.
SPRAY WORK: - $0.50 additional per hour.
INDUSTRIAL PAINTING - $0.25 additional per hour
[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

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HIGH WORK:
over 50 feet - $2.00 per hour additional
100 to 180 feet - $4.00 per hour additional
Over 180 feet - $6.00 per houir additional

PAIN0016-003 01/01/2024

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
Drywall Finisher/Taper		
AREA 1	$ 60.41	31.34
AREA 2	$ 56.28	29.94

PAIN0016-012 01/01/2024

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	$ 59.00	33.03

PAIN0016-015 01/01/2024

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PAINTER		
Brush	$ 40.85	22.40

FOOTNOTES:
SPRAY/SANDBLAST: $0.50 additional per hour.
EXOTIC MATERIALS: $1.25 additional per hour.
HIGH TIME: Over 50 ft above ground or water level $2.00 additional per hour. 100 to 180 ft above ground or water level $4.00 additional per hour. Over 180 ft above ground or water level $6.00 additional per hour.

PAIN0016-022 01/01/2024

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER	$ 54.13	27.66

PAIN0169-001 01/01/2023

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes

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GLAZIER.....$ 44.33 28.88

PAIN0169-005 01/01/2024

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER	$ 56.22	34.00

PAIN0294-004 07/01/2023

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller	$ 34.49	21.80
Drywall Finisher/Taper	$ 35.74	21.80

FOOTNOTE:
Spray Painters & Paperhangers recive $1.00 additional per hour. Painters doing Drywall Patching receive $1.25 additional per hour. Lead Abaters & Sandblasters receive $1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) $0.75 per hour additional.

PAIN0294-005 01/01/2023

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER	$ 38.53	23.19

PAIN0767-001 01/01/2024

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER	$ 43.25	35.62

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive $1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2022

HIGHWAY IMPR0VEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1	$ 40.83	17.62
GROUP 2	$ 34.71	17.62

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GROUP 3.....$ 35.11 17.62

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-003 01/01/2024

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER	$ 48.54	26.59

PLAS0066-002 07/01/2019

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
PLASTERER	$ 42.41	30.73

PLAS0300-001 07/01/2018

	Rates	Fringes
PLASTERER		
AREA 188: Fresno	$ 32.70	31.68
AREA 224: San Benito, Santa Clara, Santa Cruz	$ 32.88	31.68
AREA 295: Calaveras & San Joaquin Couonties	$ 32.70	31.68
AREA 337: Monterey County	$ 32.88	31.68
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties	$ 32.70	31.68

PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 32.15	23.27

PLUM0038-001 07/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)	$ 85.50	48.98

PLUM0038-005 07/01/2023

SAN FRANCISCO COUNTY

Docusign Envelope ID: 0071A5F5-02AB-492A-8A55-5050D5B5B2A3

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter)	$ 72.68	32.91

PLUM0062-001 07/01/2024

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 53.00	41.70

PLUM0159-001 07/01/2024

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration	$ 65.28	48.04
(2) All other work	$ 66.17	48.04

PLUM0246-001 07/01/2024

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 50.00	40.69

* PLUM0246-004 01/01/2017

FRESNO, MERCED & SAN JOAQUIN COUNIES

	Rates	Fringes
PLUMBER (PIPE TRADESMAN)	$ 13.00 **	10.74

PIPE TRADESMAN SCOPE OF WORK:
Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

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PLUM0342-001 07/01/2023

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY	$ 74.00	47.45
PLUMBER, PIPEFITTER, STEAMFITTER		
ALAMEDA COUNTY	$ 74.00	47.45

PLUM0355-004 07/01/2024

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

	Rates	Fringes
Underground Utility Worker /Landscape Fitter	$ 34.51	18.30

PLUM0393-001 07/01/2021

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 68.76	46.63

PLUM0442-001 07/01/2024

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 54.05	36.99

PLUM0467-001 07/01/2024

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter	$ 83.75	40.65

ROOF0027-002 09/01/2024

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER	$ 45.76	16.86

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: $2.00 per hour additional.

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ROOF0040-002 08/01/2024

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER	$ 55.30	22.97

ROOF0081-001 08/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer	$ 52.47	22.31

ROOF0081-004 08/01/2024

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
ROOFER	$ 49.65	22.19

ROOF0095-002 08/01/2023

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

	Rates	Fringes
ROOFER		
Bitumastic, Enameler, Coal Tar, Pitch and Mastic worker	$ 57.17	21.51
Journeyman	$ 53.17	21.51
Kettle person (2 kettles)	$ 55.17	21.51

SFCA0483-001 08/01/2024

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE)	$ 79.13	38.51

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* SFCA0669-011 01/01/2025

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SPRINKLER FITTER	$ 46.42	28.42

SHEE0104-001 07/01/2020

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA CLARA

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AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

	Rates	Fringes
SHEET METAL WORKER		
AREA 1:		
Mechanical Contracts		
under $200,000	$ 55.92	45.29
All Other Work	$ 64.06	46.83
AREA 2	$ 52.90	36.44
AREA 3	$ 55.16	34.18

SHEE0104-003 07/01/2021

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
SHEET METAL WORKER	$ 44.34	39.22

SHEE0104-005 07/01/2021

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding)	$ 41.28	45.41

SHEE0104-007 07/01/2021

FRESNO, KINGS, AND MADERA COUNTIES:

	Rates	Fringes
SHEET METAL WORKER	$ 44.07	40.79

SHEE0104-015 07/01/2020

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only)	$ 44.45	35.55

SHEE0104-018 07/01/2020

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Sheet metal worker (Metal decking and siding only)	$ 44.45	35.55

TEAM0094-001 07/01/2024

Docusign Envelope ID: 0071A5F5-02AB-492A-8A55-5050D5B5B2A3

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 41.54	33.25
GROUP 2	$ 41.84	33.25
GROUP 3	$ 42.14	33.25
GROUP 4	$ 42.49	33.25
GROUP 5	$ 42.84	33.25

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.

Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and ""A"" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when

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pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union

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whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were

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adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/11/2025

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 Leap/Carpenter/Kemps Insurance Agency 3187 Collins Dr. Merced CA 95348	**CONTACT NAME:** Susan Cozzitorto-Ormonde **PHONE (A/C, No, Ext):** 209-386-5071 **FAX (A/C, No):** 209-384-0401 **E-MAIL ADDRESS:** scozzitorto@lckinsurance.com
INSURED YOSEM02 Yosemite Falls Inc. P.O. Box 1808 Mariposa CA 95338	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Star Insurance Company 18023 **INSURER B :** Clear Spring Property & Cas Co 15563 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 844450867 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	CP0987855	10/1/2024	10/1/2025	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 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	N	N	CA0987855	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** ☒ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 10,000			UM0987855	10/1/2024	10/1/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	CSWC01388802	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
County of Mariposa is named as additional insured by written contract per attached endorsement

CERTIFICATE HOLDER

Mariposa County Public Works
4639 Ben Hur Rd.
Mariposa CA 95338

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Certificate Of Completion

Envelope Id: 0071A5F5-02AB-492A-8A55-5050D5B5B2A3
Status: Completed
Subject: Complete with Docusign: Mariposa County Res 2025-80-Yosemite Falls-PW.pdf
Source Envelope:
Document Pages: 89
Signatures: 4
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
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5100 Bullion St FL 2
Mariposa, CA 95338
COBagreements@mariposacounty.org
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Walter W. Wall wwall@mariposacounty.org District Attorney Security Level: Email, Account Authentication (None)	Signed by: Walter W. Wall 7F70E7E57022409... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 2/18/2025 12:08:48 PM Viewed: 2/19/2025 12:35:14 PM Signed: 2/19/2025 12:35:23 PM
Electronic Record and Signature Disclosure: Accepted: 2/19/2025 12:35:14 PM ID: 76dafcd1-9ecd-4bc8-9d51-19e0b3d88606		
Rosemarie Smallcombe rsmallcombe@mariposacounty.org Chair Board of Supervisors Security Level: Email, Account Authentication (None)	DocuSigned by: Rosemarie Smallcombe EEE9F94B55214DC... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 2/19/2025 12:35:26 PM Viewed: 2/19/2025 12:37:09 PM Signed: 2/19/2025 12:37:20 PM
Electronic Record and Signature Disclosure: Accepted: 2/19/2025 12:37:09 PM ID: 5a302fa9-569c-4f27-80be-1732a1d1d07e		
Danielle Bondshu dbondshu@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Danielle Bondshu 7CA008A502E44EB... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 2/19/2025 12:37:22 PM Viewed: 2/19/2025 12:40:37 PM Signed: 2/19/2025 12:40:45 PM
Electronic Record and Signature Disclosure: Accepted: 1/4/2023 2:37:06 PM ID: 5252ab10-8bee-4985-bdc8-3daabc1d1971		
Heath Harris yosemitefalls@sti.net Security Level: Email, Account Authentication (None)	DocuSigned by: Heath Harris D91F36D1CECA44C... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.164	Sent: 2/19/2025 12:40:47 PM Viewed: 2/19/2025 6:40:27 PM Signed: 2/24/2025 12:25:13 PM
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Signer Events	Signature	Timestamp
Accepted: 2/19/2025 6:40:27 PM ID: 3c7fcf1c-cc79-4dfd-b1e0-7d54fc662478		
Claudia Gonzales CGonzales@mariposacounty.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 2/24/2025 12:25:15 PM Viewed: 2/24/2025 1:00:09 PM Signed: 2/24/2025 1:00:15 PM

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ID: e2e78511-87c2-49b3-912a-9bfba53b9375

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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	2/24/2025 1:00:15 PM
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact County of Mariposa:

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

To advise County of Mariposa of your new email address

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

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

To request paper copies from County of Mariposa

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

To withdraw your consent with County of Mariposa

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

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

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

Required hardware and software

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

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

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

Outlook

FW: next meeting

From anthonyfsilva79 <anthonyfsilva79@gmail.com>
Date Mon 11/3/2025 2:52 PM
To Danielle Bondshu <dbondshu@mariposacounty.org>

You don't often get email from anthonyfsilva79@gmail.com. Learn why this is important

Hello again, i would like one to be distributed to each supervisor please.
This is mentioned in my response, if it isn't i would like it mentioned as well if at all possible.

Respectfully ,

Anthony Silva

Proposed Process and Application Template for Road Maintenance Evaluation

To the Mariposa County Transportation Supervisor
October 16, 2025 Dear Transportation Supervisor, My name is Anthony Silva, a homeowner at 5999 Sugar Pine Drive, Coulterville, CA 95311. Following the recent Board of Supervisors meeting, where you outlined the need for a six-month evaluation of road maintenance applications based on criteria such as public benefit, resource costs to meet county standards, and budget constraints, I appreciate the thoughtful approach. As a representative of our underserved rural community on Sugar Pine Drive past Stout Road (including side streets Heron Circle, Reiff Way, and Allans Way), I am proposing a streamlined process for handling such applications to ensure equity and efficiency. This process aligns with the Mariposa County Road Improvement and Circulation Policy criteria, including road classification (Class III or higher), construction to county standards, public interest, location in planning areas or serving concentrated development, and connectivity to state or county roads. To address our marginalized community's immediate needs—such as unreliable snow plowing by an 80-year-old neighbor and $50,000 in resident-funded paving for 1,000 feet—I suggest the following proposed process for evaluating road maintenance applications. This six-month timeline can be phased to allow interim actions, like targeted snow plowing, without diverting significant resources:

1. Pre-Application Consultation (Week 1-2): Applicants (e.g., residents or HOAs) schedule a free meeting with the Transportation Department to discuss the road's location, preliminary criteria fit, and required documentation. This ensures applications are complete and reduces processing time.

2. Application Submission (Month 1): Submit a standardized template (provided below) via email or in-person, including maps, photos, and supporting data on criteria. No fee required for rural equity.
3. Initial Screening (Month 1-2): Department reviews for basic eligibility (e.g., Class III or higher, public interest). Reject or request supplements within 30 days.
4. Detailed Evaluation (Month 2-4): Assess budget impact (e.g., estimated costs vs. Measure M funds or grants), road worthiness (compliance with minimum standards like 20-24 ft. roadway width, 12-16% max grade, and asphalt surfacing for residential Class III roads), and public benefit (e.g., serving 22+ homes, emergency access). Prioritize low-cost upgrades using creative financing (e.g., SB 1 grants for rural safety).
5. Public Input and Report (Month 4-5): Share a draft report with applicants and Board for feedback; incorporate comments.
6. Board Recommendation (Month 6): Final report to the Board with recommendations, including phased implementation (e.g., snow plowing first via reallocated LSRP funds).

This process minimizes budget strain by leveraging existing Measure M revenues ($12 million annual transfer) and grants, while promoting transparency. Application Template
Below is a simple, fillable template for residents to apply. It directly addresses the key criteria: budget, road worthiness, and public benefit.

Mariposa County Road Maintenance Application Template
Date: [Insert Date]
Applicant(s): [Name(s), Address(es), Contact Info] (e.g., Anthony Silva, 5999 Sugar Pine Drive, Coulterville, CA 95311; representing 22 households)
Road Segment: [Describe, e.g., Sugar Pine Drive past Stout Road intersection, including Heron Circle, Reiff Way, Allans Way; approx. 1,000 ft. paved length]
Current Status: Private/unmaintained; resident-funded improvements: $50,000 paving, $300 annual per household contributions. Section 1: Road Worthiness (Compliance with County Standards)

- Classification: [Class III residential (or higher); justify with map/engineering report]
- Construction Details:
  - Right-of-Way Width: [e.g., 40-50 ft.; attach survey]
  - Roadway Width: [e.g., 20-24 ft. paved; attach photos/specs]
  - Maximum Grade: [e.g., 12% above 3,000 ft. elevation; attach profile]
  - Surfacing: [e.g., 2 inches AC over 2 inches Class II base; attach specs]
  - Drainage/Culverts: [e.g., Ditches on both sides, culverts at crossings; attach plans]
  - Upgrades Needed: [e.g., Minor grading for standards; estimated cost $X via grant]
- Supporting Docs: [List/attach: Maps, photos, engineer report]

Section 2: Public Benefit (Interest and Connectivity)

- Served Population: [e.g., 22 households, 50+ residents; concentrated rural development]

- Connectivity: [e.g., Connects County-maintained Stout Road to private accesses; supports emergency evacuation]
- Benefits: [e.g., Improves safety for fire/medical access; reduces resident costs; aligns with town planning area goals]
- Supporting Docs: [List/attach: Resident petition, emergency response data]

Section 3: Budget and Resource Considerations

- Estimated Upgrade Costs: [e.g., $Y to full standards; phased: snow plowing $Z first]
- Funding Sources: [e.g., Resident match $X; apply for SB 1 Rural Grant; reallocate Measure M for plowing]
- Ongoing Maintenance Estimate: [e.g., $W annually from gas tax; low due to recent paving]
- Impact on County Budget: [e.g., No net increase; offsets via grants saving $V in emergency responses]
- Supporting Docs: [List/attach: Cost estimates, grant pre-applications]

Certification: I certify the information is accurate. Signature: _____ Date: _____

Promoting Our Community's Benefits for Maintenance
Adopting this process and prioritizing our road would deliver clear public benefits, transforming our marginalized area from a back-burner concern to a model of rural equity:

- Safety and Emergency Access: Reliable county snow plowing and maintenance would eliminate risks from the current 80-year-old volunteer system, ensuring year-round access for 22 homes—critical for wildfire-prone Mariposa, where delayed response costs lives and resources.
- Economic Equity: Our $50,000 resident investment and $300 annual fees already demonstrate commitment; county takeover would relieve this burden, freeing funds for local businesses and reducing fuel/travel costs (e.g., 30-min post office trips adding $500/year per household).
- Community Development: Maintained roads support concentrated housing (22 parcels), boosting property values by 10-20% in similar rural upgrades and attracting families to Coulterville's scenic area.
- Resource Efficiency: Low upgrade costs ($Y total) via grants mean high ROI—public benefit far outweighs expenses, aligning with Measure M's focus on rural connectivity.

I kindly request your feedback on this process and template within 30 days, and offer to pilot it for our road. Let's collaborate to make Mariposa's roads safer and fairer for all. Sincerely,
Anthony Silva
5999 Sugar Pine Drive, Coulterville, CA 95311
[Phone/Email]

Respectfully ,

Anthony Silva

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-448

MEETING: November 4, 2025

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: **PUBLIC HEARING:** Approve the Closeout of the Community Development Block Grant (CDBG) Agreement #21-CDBG-ED-10006 for the Childcare Feasibility Study; and Authorize the Board of Supervisors Chair to Sign the Closeout Documents

---

RECOMMENDATION AND JUSTIFICATION

PUBLIC HEARING: Approve the Closeout of the Community Development Block Grant (CDBG) Agreement #21-CDBG-ED-10006 for the Childcare Feasibility Study; and Authorize the Board of Supervisors Chair to Sign the Closeout Documents.

Staff, under the direction of the Mariposa County Board of Supervisors, contracted with IHSG, LLC (Integrated Human Services Group) to complete a comprehensive Child Care Needs Assessment funded through Community Development Block Grant (CDBG) resources. The assessment was intended to identify childcare gaps, affordability challenges, and workforce impacts, while recommending strategies to strengthen childcare services in the county. The study was initiated in County Administration by the former Economic Development Specialist and moved to the Health & Human Services Agency to oversee the contract work. Planning Department staff assisted with invoicing and grant reporting. As a final step to close the grant, CDBG requires that the County hold a public hearing.

BACKGROUND AND HISTORY OF BOARD ACTIONS

October 7, 2025 - The Mariposa County Childcare Feasibility Study was approved and adopted by the Board of Supervisors.

September 16, 2025 - A full draft of the Mariposa County Childcare Feasibility Study was presented to the Board of Supervisors.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the closeout of the CDBG grant is not approved, Mariposa County will not be in compliance with grant requirements.

FINANCIAL IMPACT

There is no financial impact to the County to closeout this program.

ATTACHMENTS

1. **Mariposa Child Care Feasibility Study**

2. CDBG Closeout Package

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 Childcare Feasibility Study

Integrated Human Services Group

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CHILDCARE SYSTEM IN CRISIS

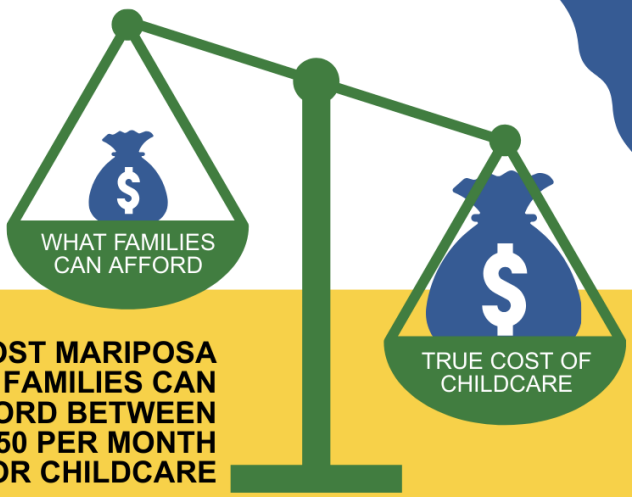
MARIPOSA COUNTY 2025

1663 CHILDREN UNDER 12 BUT ONLY 340 INFANT TO PRESCHOOL SLOTS AND 360 AFTER-SCHOOL SLOTS EXIST

LEAVING 3 OUT OF 5 CHILDREN WITHOUT A SLOT

BENEFITS CLIFF

TOO MUCH INCOME FOR SUBSIDIES, NOT ENOUGH TO AFFORD CARE

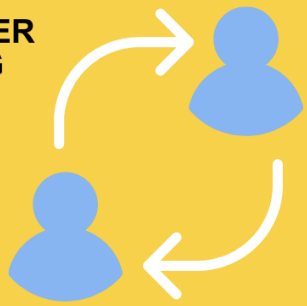


MOST MARIPOSA COUNTY FAMILIES CAN ONLY AFFORD BETWEEN $0 - $750 PER MONTH FOR CHILDCARE

86% OF SURVEYED EMPLOYERS CITED ABSENTEEISM, TURNOVER, OR HIRING DIFFICULTIES TIED TO CHILDCARE SHORTAGES

GREELEY HILL, COULTERVILLE, & YOSEMITE VALLEY HAVE **ZERO** LICENSED CHILDCARE OPTIONS

HIGH TURNOVER AND AN AGING WORKFORCE HEADING TO RETIREMENT THREATENS CONTINUITY OF CARE



FAMILIES IN REMOTE AREAS STRUGGLE WITH BOTH DISTANCE AND PUBLIC TRANSIT LIMITATIONS

Executive Summary

The 2025 County Childcare Needs Assessment describes a childcare system in crisis, shaped by intersecting challenges of limited capacity, affordability barriers, geographic inequities, and workforce instability. Although childcare use has increased significantly since 2019 (from 47.5% to 80.7% of families), licensed capacity remains far below community need, with only 340 infant–preschool slots and 360 after-school slots available for an estimated 1,663 children under the age of 12.

Key Findings:

- **Capacity and Access**: Infant and toddler care is particularly scarce, with sharp declines in early childhood slots since 2009 despite growth in after-school programming. Entire communities, including Greeley Hill, Coulterville, and Yosemite Valley, lack any licensed childcare options. Families in these areas must either face untenable commutes or leave the workforce.
- **Affordability**: Families responding to the parent/guardian survey can only pay $0–750 per month per child, creating a fundamental mismatch with the true cost of licensed care. The “benefits cliff” forces many middle-income families to earn too much for subsidies yet too little to afford market rates.
- **Workforce Sustainability**: The provider workforce is aging, underpaid, and financially insecure, with nearly all surveyed providers lacking retirement savings. High turnover, and impending retirements threaten continuity of care and future capacity.
- **Family and Employer Impacts**: Parents report missed work, lateness, and reliance on informal care networks that are stretched to capacity. Employers confirm the economic impact, with 86% citing absenteeism, turnover, or hiring difficulties tied to childcare shortages. These disruptions weaken workforce participation and constrain local economic development.
- **Systemic and Geographic Barriers**: Transportation burdens, limited program hours, lack of summer programming for younger children, and gaps in specialized care create additional barriers. Families in remote areas struggle with both distance and public transit limitations, compounding inequities.

Recommendations:

1. **Optimize Subsidy Use & Awareness**: Explore each step in the subsidy process to optimize support and service to families to increase awareness, engagement, and reduce waitlists.
2. **Increase Awareness and Access:** Launch a vaccination awareness campaign targeting parents, as children cannot participate in licensed daycare without beginning vaccinations.
3. **Engage with Employers:** Integrate childcare subsidy information into new employee orientations, leveraging the 91% of employers willing to increase awareness of childcare resources. Establish an employer consortium to explore shared childcare subsidies and encourage Dependent Care Assistance Program (DCAP) benefits.
4. **Develop Workforce:** Re-establish a Regional Occupational Program for childcare workforce development at the high school level to address the aging provider workforce (37.5% are 60+ years old).
5. **Increase Awareness of Available Slots:** Create a Facebook page and digital platform for providers to advertise openings and communicate availability in real-time. This low-cost solution addresses the current lack of coordination among providers and enables immediate notification of vacancies to families.
6. **Support Family, Friend, and Neighbor Care Providers:** Enhance support for Family, Friend, and Neighbor (FFN) care providers through training, resources, and stipend programs, addressing the 57.8% of families who rely on these arrangements.
7. **Develop Infrastructure and Facilities:** Evaluate county buildings for childcare facility rental and licensure requirements, prioritizing childcare deserts like North County and considering facilities like the Darrah School house.
8. **Develop a HUB:** Create a Resilience Hub as an integrated service center offering childcare, summer programming, after-school programs, and emergency childcare for essential workers. This multi-purpose facility model addresses both routine childcare needs and emergency response.
9. **County-Led Solutions:** Address provider financial insecurity through childcare business startup funding mechanisms, including forgivable loan programs and traditional loans with favorable terms. Establish a public-private partnership for county employee childcare, leveraging the county as an anchor tenant while serving the broader community through CDFI Fund awards, IBank programs, or CDBG economic development funds.

Introduction

The Mariposa County Childcare 2025 Feasibility Study draws on a wide range of local, state, and national data sources to assess the current state of the county's childcare services and explore future opportunities. This comprehensive report examines Mariposa County's childcare needs and barriers and identifies a framework of viable solutions tailored to the community's unique rural context. Both quantitative data—gathered through community-wide surveys of parents, guardians, employers, and providers—and qualitative insights from key informant interviews, focus groups, and individual meetings inform the findings. The report also includes an inventory of existing childcare businesses and licensed providers, an analysis of service gaps, and recommended strategies to expand access. These data-driven insights are intended to guide Mariposa County leaders and stakeholders in developing an actionable implementation plan, supporting workforce development, and identifying funding pathways.

This analysis takes place during a period of rapid change in the federal and state policy landscape related to children, families, and early care and education. Funding priorities, program eligibility, and the availability of childcare services continue to evolve in response to legislative shifts, economic conditions, and post-pandemic recovery efforts. Within the next 12 to 24 months, services currently available may expand, contract, or undergo restructuring depending on budget decisions, policy reforms, and workforce availability. As such, this report is grounded in the most current data available at the time of development—collected and validated between May and July 2025—and reflects the present-day realities facing families and providers in Mariposa County.

While the findings and recommendations are firmly anchored in current conditions, it is important to note that significant shifts in funding, policy, or service infrastructure could impact the feasibility or relevance of some proposed strategies. As such, this report reflects a snapshot in time, offering actionable guidance based on the best available data, with the understanding that ongoing monitoring and flexibility will be essential as the landscape continues to evolve.

Childcare Landscape in Mariposa County

Primary Data Collection Methodology

To gather comprehensive insights into Mariposa County's childcare landscape, this study employed a mixed-methods approach incorporating surveys, focus groups, and key informant interviews conducted between June 9-30, 2025.[1]

Point-In-Time Inventory of Childcare Slots

Child Care		Licensed Childcare Facilities	Licensed Family Childcare Homes	TK Classrooms(children turning 4 by Sept 1)	Afterschool Programs
		#	#	#	#
	Total Number of sites	5	12	4	8
Slots	Total number of slots	130	138	72	360
	Infant slots (0-2)	26			
	Preschool slots (2 or 3 to 6)	104		72	
	School Age Slots (6+)	0			360
Schedules	Both Full-time and Part-time slots	76	138		
	Only full time slots			72 (school day)	
	Only part time slots	54			360

Analysis Framework

This study utilized a triangulation approach to data analysis, integrating quantitative and qualitative findings from multiple sources to provide a comprehensive understanding of childcare needs in Mariposa County. Quantitative data from surveys were analyzed using descriptive statistics to identify patterns in demand, supply gaps, and demographic characteristics of families seeking childcare. Qualitative data from focus groups and key informant interviews were analyzed thematically to understand underlying barriers, community preferences, and potential solutions.

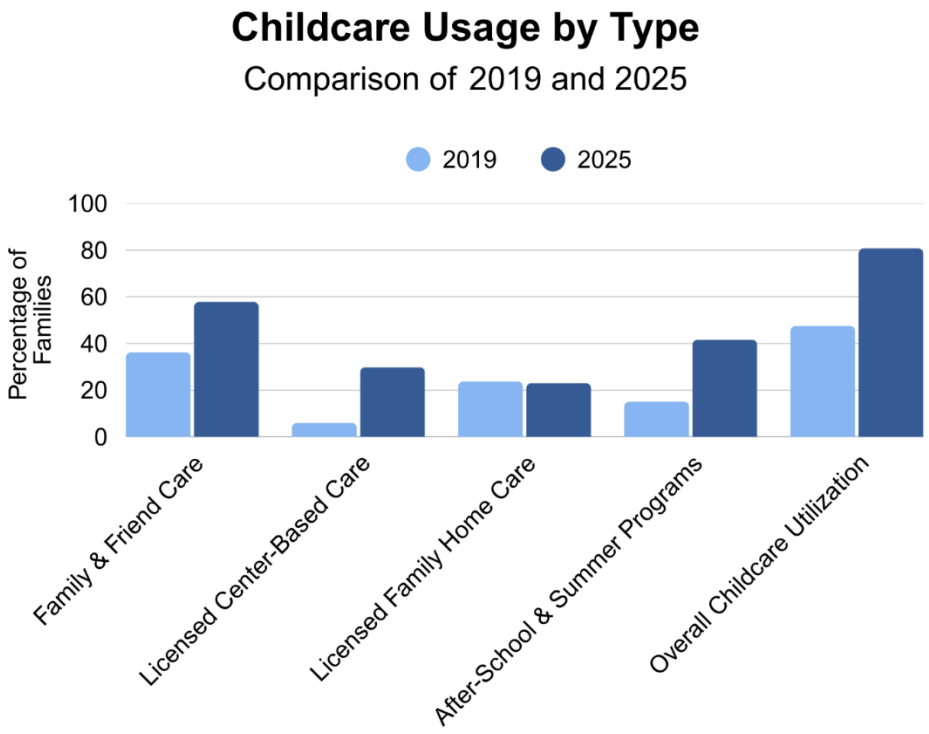
The analysis framework was designed to build upon previous assessments, including the 2009 Mariposa County Childcare Feasibility Study and the 2019 Childcare Needs

[1] Appendices contain copies of the surveys produced by IHSG for this report, June 2025

Assessment, enabling comparisons of evolving needs and changing community dynamics over time. Cross-validation of findings across different data sources helped ensure reliability of conclusions and recommendations.

The complete survey instruments and full datasets from primary data collection activities conducted for this report are provided in **Appendix 1: Primary Research & Data**. For external datasets referenced in this report, only summary data or publicly available information are included, in accordance with usage and confidentiality restrictions.

Parent/Guardian Survey Analysis



Current Childcare Arrangements: The recent parent guardian survey reveals significant shifts in childcare utilization patterns compared to 2019. Currently, 57.8% of families rely on family and friend care arrangements, representing a substantial increase from the 36.2% reported in 2019. Licensed center-based care usage has grown to 29.8% of families, a notable change from just 6% in 2019, due to the opening of a center-based facility, Where the Wild Things Play, in 2021. Licensed family home care has remained relatively stable at 23% compared to 23.7% in 2019. After-school and summer holiday programs now serve 41.6% of families, indicating expanded programming since 2019. The overall childcare utilization rate has increased dramatically, with 80.7% of families

currently using some form of childcare compared to 47.5% in 2019, suggesting either increased workforce participation or expanded access to services.[2]

Unmet Needs Despite Current Arrangements

Despite high utilization rates, the survey reveals significant gaps in meeting families' childcare needs across all service categories. When asked to evaluate whether their current arrangements adequately serve their families, responses indicate a community struggling with insufficient childcare services that fail to fully meet demand.

Families report concerning levels of dissatisfaction when asked whether "The Child Care needs I have for my family are currently being met." Only 24.6% of respondents indicated satisfaction (combining "agree" and "strongly agree" responses), while 40.0% expressed dissatisfaction (combining "disagree" and "strongly disagree" responses). Notably, 32.3% selected "Neither agree nor disagree," suggesting partial gaps even among those with existing arrangements. This pattern indicates that current services, while utilized, do not fully address families' comprehensive childcare requirements.

After-school care emerges as a particularly challenging area, though with somewhat better satisfaction rates than general childcare needs. When responding to "My after-school care needs are being met," 44.6% expressed satisfaction while 24.6% indicated dissatisfaction, with 21.5% remaining neutral. These findings align with broader survey data documenting substantial unmet demand for after-school programming, which ranks among the most frequently cited childcare needs in the community.

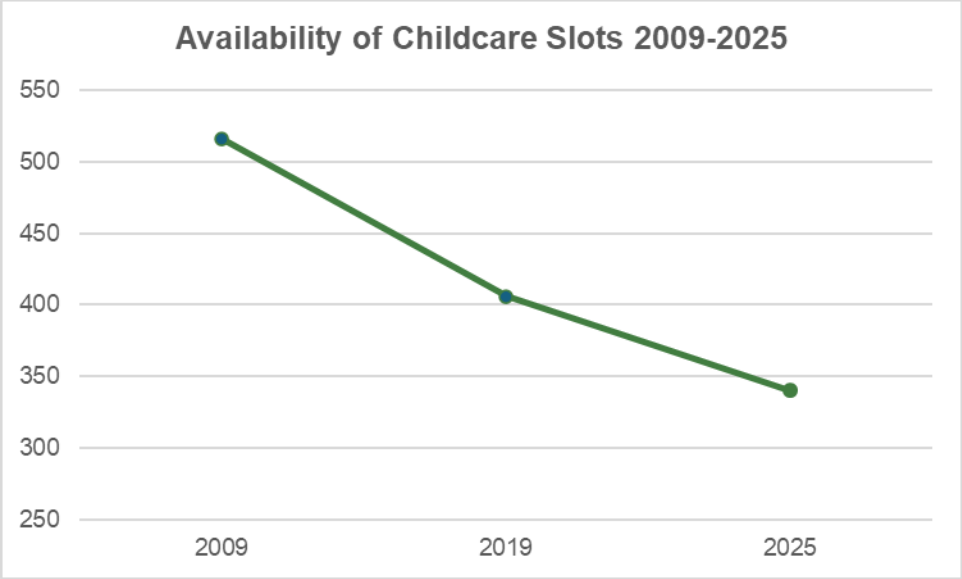
Summer childcare programming presents similar challenges for families, with responses to "My summer programming needs are being met" showing 43.1% satisfaction, 24.6% dissatisfaction, and 23.1% neutral responses. This finding is particularly notable given that 45% of survey respondents expressed interest in accessing Parks and Recreation programs for children ages 7 and older during weekdays at no cost, while an additional 37% indicated interest in Sierra Foothill Conservancy and Mariposa Arts Council Art and Environmental Day Camp program. The disconnect between expressed interest and current satisfaction levels highlights capacity constraints as a critical area of unmet need in the county's childcare system. While the Art and Environmental Day Camp is likely to have capacity to serve additional students, the Parks and Recreation program has limited slots, thus if this is the preferred program, families may not be able to access it due to space limitations. Additionally, the Art and Environmental Day Camp ends mid-July, leaving some families without programming options for the remainder of the summer break. This mismatch between program preference, availability, and

[2] NOTE TO THE READER: Percentages may exceed 100% because families often use multiple care types. Informal care is not counted against licensed childcare slots.

duration forces families to seek alternative arrangements that may not fully meet their needs throughout the entire summer period. The timing gap is particularly acute for children ages 4-6, who do not have summer programming options outside of family home childcare facilities after the Art and Environmental Day camp ends, creating a significant coverage gap for this age group during the latter portion of summer months.

Capacity Analysis Relative to Population Needs

The childcare capacity situation in Mariposa County has evolved significantly over the past fifteen years, revealing concerning trends for early childhood care alongside improvements in after-school programming. Historical data from the 2009 Childcare Feasibility Study shows Mariposa County once had 516 childcare slots for children ages 0-6 and 221 after-school slots, demonstrating substantially higher early childhood capacity than exists today.



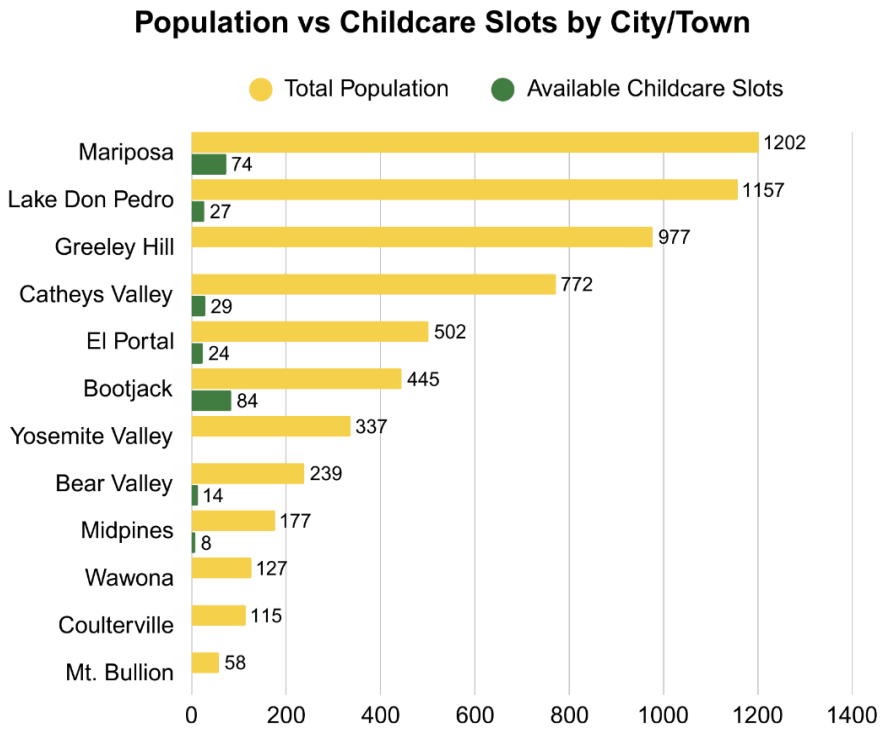
Pre-pandemic data from 2019 indicated Mariposa County had approximately 406 total childcare slots, distributed across 53 half-day preschool slots, 40 slots within or near Yosemite National Park serving NPS employees, and 313 slots provided by family home childcare providers. This represented a decline of 110 childcare slots for young children since 2009.

Currently, there are 360 afterschool slots and 340 other childcare slots, which includes 72 TK slots and 54 part-time care slots through preschools that do not take infants. This represents a net decrease of 66 slots from pre-pandemic levels and a dramatic decline of 176 slots since 2009, despite the addition of Transitional Kindergarten programming and the opening of Where the Wild Things Play in 2021. Contributing to the decrease in childcare slots was the closure of both the Head Start program and the Yosemite National Park Child Care Center located in Yosemite Valley and the capacity reduction

at their El Portal facility, which dropped from 40 to 24 children when the program transitioned from license-exempt to state-licensed status.

Geographic Distribution of Capacity Versus Need

The geographic distribution reveals stark disparities between childcare supply and demand across Mariposa County's expansive 1,463 square miles. Analysis of population centers and available childcare capacity demonstrates significant mismatches between community size and service availability. Mariposa town, the county's largest population center with 1,202 residents[3], emerges as the primary hub with 105 families identifying it as their preferred location for childcare services, supported by 1 childcare facility and 2 family home centers providing 74 total slots. Bootjack, offers the county's highest childcare capacity with 1 facility and 6 family home centers serving 84 children, explaining why 46 families identified it as a preferred location. Cathey's Valley maintains modest capacity with 29 slots from 1 facility and 1 family home center, attracting 26 families as a preferred location.[4]



However, significant gaps emerge in several communities. Yosemite Valley and smaller communities including Wawona, Coulterville, and Mt. Bullion have no childcare capacity. El Portal has a single facility serving 24 children that operates only Monday

[3] https://datausa.io/profile/geo/mariposa-ca

[4] Key Informant Interviews, Mariposa County, CA, June-July 2025

through Thursday, closing on Fridays. Residents in these remote areas report "desperate need" for local options and note that the lengthy commute to Mariposa for childcare makes employment impossible, creating a significant barrier to workforce participation in communities that serve as gateways to Yosemite National Park. There are no local TK options in these communities either.

North County communities face particularly concerning gaps given their population sizes. Greeley Hill, the county's third-largest population center with 977 residents, has no childcare facilities despite its size. According to the planning department, Lake Don Pedro is experiencing population growth in contrast to the county-wide trend of population decline. However, this growing community, which ranks as the county's second-largest population center, has limited childcare infrastructure with only 1 facility and 1 family home center providing 27 total slots. There are no local TK options in North County.

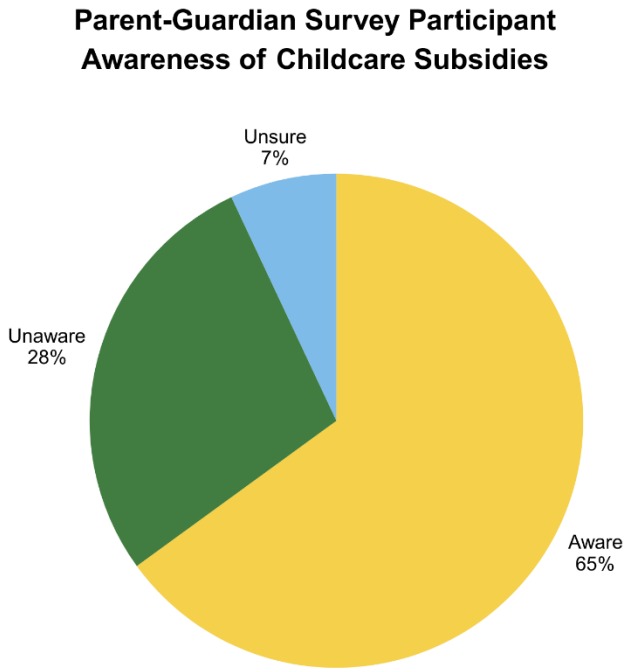
This geographic mismatch between population size and childcare availability creates significant barriers for families in underserved communities, ultimately forcing them into a work-or-childcare dilemma where parents must choose between maintaining employment and caring for their children, as the lack of local options and distance to alternative services makes combining both responsibilities impractical for many families.

What the Community is Saying

Affordability

The most recent Mariposa County Parent & Guardian Childcare Needs Survey reveals that cost remains the most significant barrier to accessing childcare, with parents caught in a challenging financial bind between high care costs and limited access to subsidies. The core affordability challenge was captured perfectly by one parent who stated: "Cost- I make too much for subsidies but too little to afford." This comment encapsulates the critical gap many working families face—earning just above the threshold for assistance but lacking sufficient income to pay market-rate childcare costs.

While 65% of parents are aware of available childcare subsidy programs, awareness does not translate to access for many families. The remaining 28% are unaware of subsidies and 7% are unsure, but even among those who know about assistance, eligibility remains out of reach for families experiencing this middle-income squeeze.



The survey data starkly illustrates the community's limited financial capacity for childcare, with the largest segment of families indicating they can pay only $0-300 monthly per child for both full-time and part-time care, followed by the second-largest group in the $301-750 range. In sharp contrast, very few families can afford higher-cost options, with the $751-1,100, $1,101-1,400, and above $1,401 monthly categories representing only small segments of responding families. This concentration in the lower price ranges ($0-750 per month) creates a significant gap between what families can afford and what quality licensed care typically costs, highlighting the fundamental mismatch between community economic capacity and the true cost of providing professional childcare services.

Quality, Safety, and Educational Standards

Care Quality and Educational Programming

Survey data indicates that families have significant concerns about the quality and educational value of childcare services currently available in the county. Parents consistently express the need for more stimulating, educational environments that include learning activities and developmental support rather than basic supervision. Multiple respondents report experiences with providers who failed to meet their

expectations for child development, school readiness preparation, and engaging programming.

Safety and Environmental Standards

Families frequently mention safety concerns when evaluating available childcare options, including cleanliness, safety protocols, and developmentally appropriate environments. The limited options often force families to choose between local care that does not meet their quality expectations or lengthy commutes to facilities that do.

Wildfire Risk Considerations

A unique challenge for Mariposa County families is concern about childcare facilities located in Wildland-Urban Interface (WUI) areas. Given the county's fire and related disaster risk, families express preference for childcare located in town rather than in higher-risk wildfire zones, further limiting their already constrained options.

Provider Relationships and Professional Standards

Provider Availability and Qualifications

Multiple survey responses cite the scarcity of "qualified care providers" as a primary barrier, reflecting both the limited number of licensed providers in the county and concerns about the training and qualifications of available caregivers.

Trust, Reliability, and Communication

Survey data suggests that families struggle to find providers they feel confident will meet their children's developmental and safety needs while maintaining professional standards. Some families report challenges with provider communication, professionalism, and child engagement, with relationship quality between providers and families varying significantly and affecting family satisfaction with available options.

Special Needs Accommodation

Families with children requiring specialized care report significant challenges finding appropriate services. Survey responses indicate that children with disabilities or special needs face limited acceptance at available facilities, with some families reporting that providers are not equipped to meet their children's specific requirements. Additionally, even when facilities are willing to accept children with special needs, the physical environment and operational constraints may not be conducive to meeting individual needs. For example, children requiring sensory accommodations or quieter environments may struggle in settings where group sizes and facility design limit providers' ability to create appropriate therapeutic spaces or individualized care environments.

Transportation and Access Barriers

Transportation Limitations

Survey responses identify "public transportation" and transportation access as significant barriers to childcare use. The rural nature of Mariposa County means families

without reliable personal transportation face limitations in accessing available childcare options.

Distance and Travel Burden

Even families with transportation report that required travel distances create substantial logistical and financial burdens. Survey data shows families traveling significant distances for childcare, with some reporting round trips of 30 minutes or more, creating both time and cost pressures on working families.

Systemic and Structural Barriers

Waitlist Challenges

The childcare shortage creates extensive waiting lists that significantly impact working families. Survey responses indicate families being placed on multiple waitlists, with some parents reporting they would need to leave their jobs if childcare arrangements fell through.

> "Availability is the issue- we can't even get on a list in some places."
>
> *-Local Parent in Mariposa County*

Schedule Flexibility

Available childcare options often do not align with diverse work schedules, particularly for families in tourism, healthcare, or other industries requiring non-traditional hours. Families needing care that accommodates evenings, weekends, and holidays have limited options.

Financial Requirements

Beyond basic costs, families report additional financial pressures such as paying to hold spots during periods when care is not needed, creating strain for families already managing high childcare expenses. While these requirements create hardship for families, they reflect the financial realities providers face in maintaining business sustainability, as consistent enrollment payments help ensure providers can maintain staffing and operations even when children are temporarily absent. This creates tension between family financial needs and provider business viability in an already constrained childcare market.

Transitional Kindergarten Access

With expanded state TK requirements, families in outlying areas face challenges accessing these programs. While the school district provides bus transportation for students in remote communities to access TK programs, the lengthy bus rides required for young children create concerns for parents about the appropriateness and burden of extended travel times for 4- and 5-year-olds. This transportation challenge, while technically solved through district busing, may still deter families from utilizing TK services due to concerns about the developmental suitability of long commutes for very young children.

Employer and Workforce Perspectives

The Business Case for Childcare

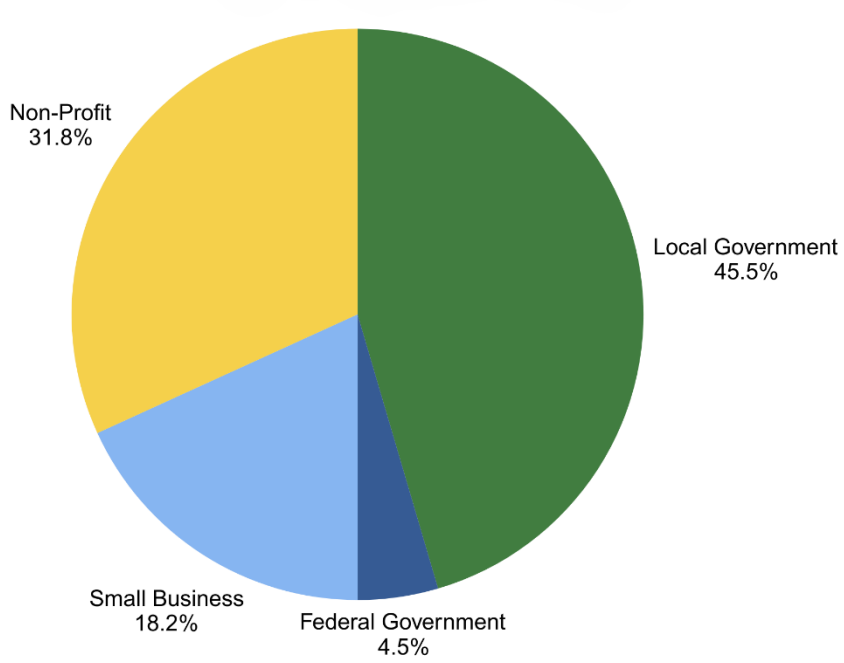
Recognizing the broader economic implications of childcare shortages, a survey of Mariposa County employers was conducted to gather firsthand insight into how these issues affect local businesses. Employers shared experiences related to absenteeism, staff turnover, and workforce stability—offering a clearer picture of how limited childcare access disrupts not just families, but the functioning of the regional economy.

The employer survey gathered responses from 22 organizations across Mariposa County, including local and federal government agencies, non-profits, and small businesses. Most respondents represented small to medium-sized employers, with nearly half employing 25 or fewer people. The survey sample reflected the county's largely small-business-based economy, though it also included a few larger organizations, including one with over 500 employees.

Impact on Business Operations

The survey results reveal that childcare shortages significantly impact business operations across Mariposa County, with 86% of employers (19 out of 22) reporting difficulty filling vacancies or experiencing absenteeism due to childcare-related issues. Only 3 organizations reported no difficulties, highlighting the widespread nature of this challenge across the county's employment sector. The impact varies by work schedule, with standard business hours (8am-5pm) showing the most significant challenges where 8 employers (36%) report manageable impact, 8 employers (36%) indicate the issues regularly impact work, 4 employers (18%) experience frequent impact, and 1 employer

Organizational Respondent Types



(5%) faces severe impact to business operations. Early morning shifts present similar challenges, with 7 employers each reporting manageable impact and regular work disruption, while part-time positions show 8 employers with manageable impact and 6 with regular work disruption.

Absenteeism patterns follow similar trends but often with more severe consequences than vacancy-filling challenges. For standard business hours, 9 employers (41%) report that childcare issues regularly impact work through absenteeism, 6 employers (27%) experience manageable impact, 4 employers (18%) face frequent impact, and 1 employer (5%) encounters severe impact. Seasonal and limited-term work shows a more balanced distribution, with 8 employers reporting no impact, 8 employers experiencing manageable impact, 4 employers facing frequent impact, 1 employer with regularly impacted work, and 1 employer encountering severe consequences. These patterns demonstrate that childcare shortages create persistent operational challenges that affect employers' ability to maintain consistent staffing levels and productivity.

Employer Interest in Childcare Solutions

Employers demonstrate varying levels of willingness to support different childcare initiatives, with some strategies receiving significantly more support than others. The highest level of employer interest centers on increasing awareness of childcare resources, with 20 employers (91%) expressing willingness to help increase awareness of available services and programs. Additionally, 12 employers (55%) indicated they would implement flexible work arrangements or restructure shifts to help employees manage childcare needs, representing a significant opportunity for workplace policy changes that could benefit working parents.

Moderate interest exists for collaborative approaches, with 10 employers (45%) expressing "maybe" interest in participating in childcare co-ops or providing onsite care, and 4 employers (18%) definitely interested in these options. Similarly, 10 employers (45%) showed "maybe" interest in funding transportation for employees' children to access childcare or after-school programs. Lower but still significant interest emerged for direct financial support, where 11 employers (50%) indicated they would not subsidize childcare costs for employees, but 9 employers (41%) indicated "maybe", and 2 employers (9%) were definitely interested. Regarding space and logistical support, 10 employers (45%) were not interested, but 7 employers (32%) indicated "maybe", and 5 employers (23%) were definitely interested in providing facilities or renovation support for childcare initiatives.

Knowledge of Financial Assistance and Workforce Development Implications

Employee awareness of available childcare financial assistance programs presents challenges for both workers and employers in Mariposa County. The parent survey revealed that approximately one-third of respondents either did not know about subsidies or were unsure about available assistance, while the employer survey shows that many employers are uncertain whether their employees are aware of these programs. This uncertainty about awareness levels represents a potential missed opportunity for workforce stability, as some eligible families may be struggling with

childcare costs and employment disruptions when financial assistance could help them maintain stable work arrangements.

From an employer perspective, this lack of awareness creates additional workforce management challenges. Employees who are unaware of available subsidies may make employment decisions based on perceived childcare costs that do not reflect the actual financial assistance available to them. This could lead to unnecessary turnover, reduced work hours, or decisions not to pursue employment opportunities, which impact employers' ability to maintain consistent staffing levels. The disconnect between available resources and employee knowledge suggests a need for improved outreach and communication strategies to ensure working families are aware of existing support programs.

The childcare shortage creates significant barriers to workforce participation and economic development in Mariposa County, with research suggesting that addressing these needs could yield substantial economic benefits. Based on studies of childcare accessibility, addressing childcare needs could reduce employee turnover by 37-60% and decrease absenteeism by 20-30% when reliable childcare becomes available.[5] Furthermore, improved childcare access could increase labor force participation, particularly among women, potentially bringing hundreds of additional workers into the local economy and supporting broader economic development goals for the county.

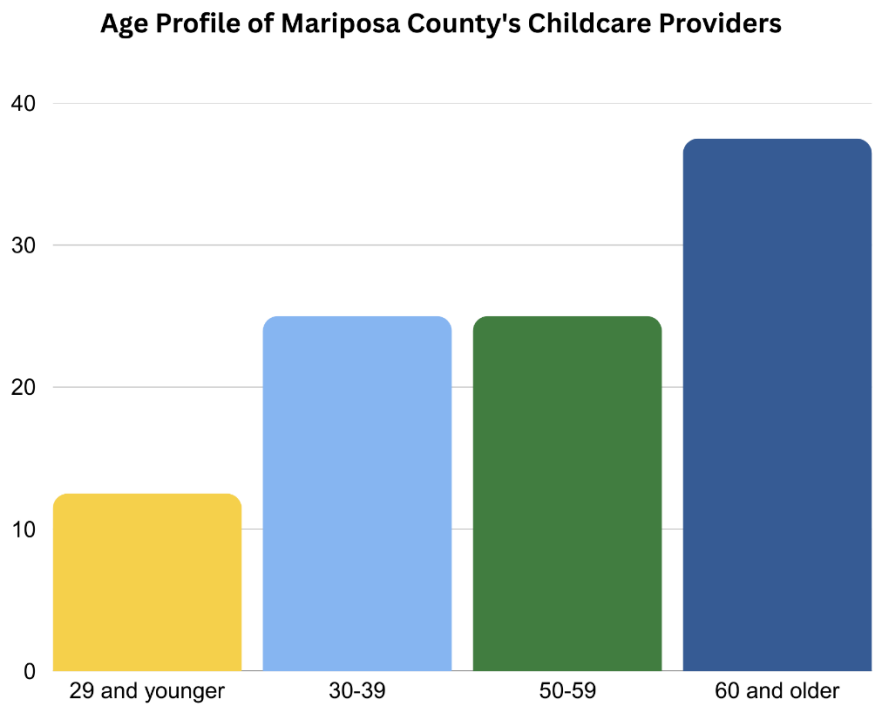
Provider Survey Findings

The Mariposa County childcare provider survey, conducted as part of the California Early Care and Education Workforce Study in 2025, reveals critical insights into the demographics, economic conditions, and future stability of the county's childcare workforce. The survey captured responses from 8 family childcare (FCC) providers, 3 center directors, and 4 center teachers/assistants, providing a comprehensive snapshot of the individuals who form the backbone of the county's childcare infrastructure.

Provider Demographics and Age Distribution

The age profile of Mariposa County's childcare workforce reveals significant disparities across provider types that have important implications for workforce sustainability. Among family childcare providers, 37.5% are 60 years or older, representing the largest single age cohort within this provider category. An additional 25% fall within the 50-59 age range and another 25% in the 30-39 age bracket, with only 12.5% being 29 years or younger. This concentration of older providers suggests that a substantial portion of the family childcare workforce may be approaching retirement age within the next decade.

[5] Shellenback, Karen. 2004. "Child Care & Parent Productivity: Making the Business Case." Cornell University: Linking Economic Development & Child Care Research Project.



In contrast, center-based staff show markedly different age distributions. Center teachers and assistants skew much younger, with 75% being 29 years or younger and 25% in the 50-59 age range. Center directors present a more balanced age distribution, with equal representation (33.3% each) across the 30-39, 40-49, and 50-59 age categories. This age differential between family childcare providers and center-based staff suggests different career trajectories and potentially diverse levels of experience and long-term commitment to the field.

Experience and Tenure in Early Childhood Education

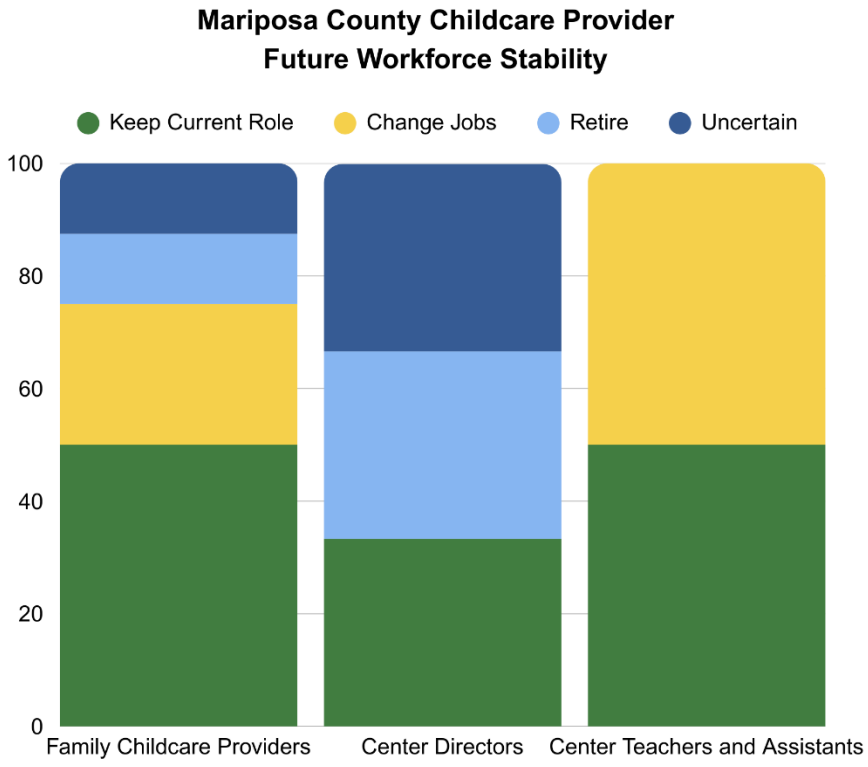
The tenure data reveals a workforce with significant experience, particularly among family childcare providers. Nearly three-quarters of family childcare providers (71.4%) have been in early childhood education for more than five years, with 28.6% having over 25 years of experience in the field. This represents a substantial repository of knowledge and expertise that could be at risk as these experienced providers approach retirement.

Center-based staff present a different tenure profile, with both directors and teachers/assistants evenly split between those with less than five years of experience (50%) and those with 5-15 years of experience (50%). No center-based staff reported tenure beyond 15 years, suggesting either higher turnover rates in center-based settings or that these positions attract individuals at different career stages compared to family childcare providers.

Future Workforce Stability and Retirement Plans

The survey data reveals concerning trends regarding the future stability of Mariposa County's childcare workforce. When asked about their plans for the next three years, only half of family childcare providers (50%) indicated they plan to continue in their current role. A quarter (25%) plan to work in a different job, 12.5% plan to retire, and another 12.5% are uncertain about their future plans. This means that potentially 50% of the current family childcare workforce may not be providing services in the same capacity three years from now.

Center directors show similar uncertainty, with only one-third (33.3%) planning to continue in their current position. Another third plan to retire within three years, and the remaining third are unsure of their future plans. Center teachers and assistants are split evenly between continuing in their current roles (50%) and seeking different employment (50%), with none indicating retirement plans—likely reflecting their younger age profile. During interviews, many Center Directors expressed that it would be difficult to fill their position once they leave.



The leadership crisis extends beyond current directors' retirement plans. Interviews with childcare center operators revealed that nearly all stated the director position would be extremely difficult to fill if the current director left. This finding underscores a critical vulnerability in the childcare system: not only are current directors uncertain about their futures, but there appears to be a severe shortage of qualified candidates ready to step into these leadership roles. The combination of demanding job requirements, modest compensation, and high responsibility levels creates a pipeline problem for center

leadership that could result in program closures rather than smooth transitions when directors depart.

These findings suggest that Mariposa County faces potential significant disruption to its childcare supply as experienced providers exit the field, particularly concerning given the already limited childcare capacity in this rural county.

Economic Conditions and Financial Security

The economic picture for childcare providers in Mariposa County reveals significant financial challenges that are likely to contribute to workforce instability and may influence retirement decisions. The most striking finding is the nearly universal lack of retirement savings among providers: 87.5% of family childcare providers, 100% of center directors, and 100% of center teachers/assistants report having no retirement savings. This absence of retirement planning reflects the broader economic pressures facing childcare professionals and may explain why some providers continue working despite reaching traditional retirement age.

Food security data provides additional insight into providers' economic circumstances. While center directors report complete food security, family childcare providers and center-based teaching staff face more challenging conditions. Among family childcare providers, 50% report having enough of the kinds of food they wanted to eat, 37.5% had enough food but not always the kinds they preferred, and 12.5% sometimes or often did not have enough to eat. Center teachers and assistants are evenly split between those who had sufficient food (50%) and those who had enough but not always their preferred types (50%).

Compensation and Turnover

Center-based childcare programs in Mariposa County show considerable variation in wages and staffing levels. Teacher hourly wages range from $17.25 to $29 per hour, while assistant wages fall between $17 and $22 per hour. However, these positions also experience significant turnover, with some centers reporting as many as five teacher positions turning over in a single year. This high turnover rate not only disrupts continuity of care for children but also increases administrative burden and training costs for center directors.

The staffing data reveals the small scale of center-based operations in the county, with programs typically employing between 5-6 full-time teachers and 0-4 assistant teachers. The combination of modest wages, lack of benefits such as retirement savings, and high turnover suggests that center-based positions may serve as stepping stones rather than long-term career destinations for many early childhood educators.

Housing and Economic Stability

Among family childcare providers, 62.5% own their homes while 37.5% rent, indicating a relatively stable housing situation that may support the continuity of home-based childcare operations. Home ownership among family childcare providers is particularly important given that their businesses are typically operated from their residences, making housing stability directly linked to business continuity.

Focus Groups Summary

Multiple focus groups and stakeholder interviews were conducted as part of the comprehensive childcare needs assessment in Mariposa County, engaging different stakeholder populations to understand the full scope of childcare challenges facing the rural community.

Childcare Providers Focus Group

Three licensed family childcare providers participated in structured interviews that revealed significant operational and business sustainability challenges. The expansion of Transitional Kindergarten (TK) has created difficulties for family childcare providers who must operate under licensing regulations that treat 4-year-olds as preschool-aged rather than school-aged children. When 4-year-olds leave for TK programs, providers face challenges maintaining appropriate age-mixing ratios and enrollment levels, with some having to petition for licensing exceptions to accommodate their changing enrollment demographics.

Providers face numerous operational barriers including location challenges for those outside town limits, vaccination requirements preventing some families from enrolling, and restrictive daily operations requiring 10-hour days with no breaks. Finding reliable substitute staff remains a persistent problem, and many providers struggle with business management aspects, citing the need for specialized support such as CPAs knowledgeable about childcare taxation, updated centralized information systems, and training in QuickBooks, budgeting, and contract management.

The providers identified several support system needs that would enhance the sustainability of family childcare as a career option. These include professional development opportunities, a centralized list of fingerprinted substitute caregivers, floating assistants through Regional Occupational Programs, and enhanced marketing through local media. They also emphasized the value of community connections, suggesting provider networking events, on-site enrichment programs, and transportation services for families to improve accessibility.

Childcare Center Interviews

Interviews with licensed childcare centers across the county revealed complex operational challenges and varying responses to policy changes. The implementation of universal Transitional Kindergarten has dramatically impacted enrollment patterns, with one center reporting their largest graduating class of 16 children, over half going to TK, fundamentally changing their enrollment dynamics as children who previously stayed until age 6 now leave at age 4. However, the impact varies by location, with some rural areas like Lake Don Pedro Elementary reporting no local TK availability, allowing them to maintain full enrollment.

Staffing challenges emerged as a universal concern across centers. Since COVID-19, recruitment has become increasingly difficult due to higher wage expectations, shallow candidate pools in rural areas, limited access to educational opportunities, and the inability to pay living wages in many cases. One center director noted paying staff more than comparable positions in the Bay Area while still starting barely above minimum

wage. Centers have had to be creative with staffing models, with some hiring additional aides to support lead teachers working with children experiencing post-COVID speech and behavior challenges.

Transportation and geographic barriers significantly limit access to center-based care. Several centers noted that transportation challenges, particularly for families in Greeley Hill and Coulterville, prevent enrollment. One center closed a satellite location in 2016 due to insufficient enrollment, and the lack of bus stops in town creates additional barriers for after-school care. Housing challenges compound staffing issues, particularly for centers serving National Park Service employees where housing costs and availability affect both staff and families.

> "Coulterville desperately needs more access to childcare."
>
> *-Anonymous Mariposa County Respondent*

Financial sustainability varies significantly across centers. Some centers operate as nonprofits with grant funding that help manage operational costs, while others struggle with market-rate pricing that creates access barriers. The "benefits cliff" problem was consistently identified, where families earn too much for subsidies but cannot afford full childcare costs. One center reported 75% of families using subsidies, the highest in the director's career, while simultaneously noting that many middle-income families are priced out entirely.

Vaccination requirements have created additional enrollment barriers, with one center reporting six children recently unable to attend due to vaccination status, and medical exemptions being rarely available from doctors. Centers have had to navigate complex policies around vaccination schedules and outbreak protocols while trying to maintain enrollment.

Program structure limitations also affect accessibility. Many centers operate part-time schedules (3-4 days per week or half-day programs) that do not meet the needs of working parents, forcing families to rely heavily on grandparent support or informal care arrangements. The transition to full-day or five-day programming would require significant financial investment and additional staffing that many centers cannot sustain.

Latino Families Focus Group (El Portal)

Eighteen Latino families and guardians participated in focus groups held at Cedar Lodge and Yosemite View Lodge in El Portal during June 2025, facilitated by Cecilia B. Jackson-Castañeda. These sessions revealed how regulatory changes have severely impacted childcare access for working families in the National Park Service community. Seventy-eight percent of participants reported that the transition from operating under a special use permit to California state licensing requirements has affected the Center's ability to serve the same population, as they are now limited to serving children up to age 4 rather than the broader age range, they previously accommodated. This regulatory shift has created significant challenges during the school year and especially during summer months when families work overtime in the high-tourism season, as

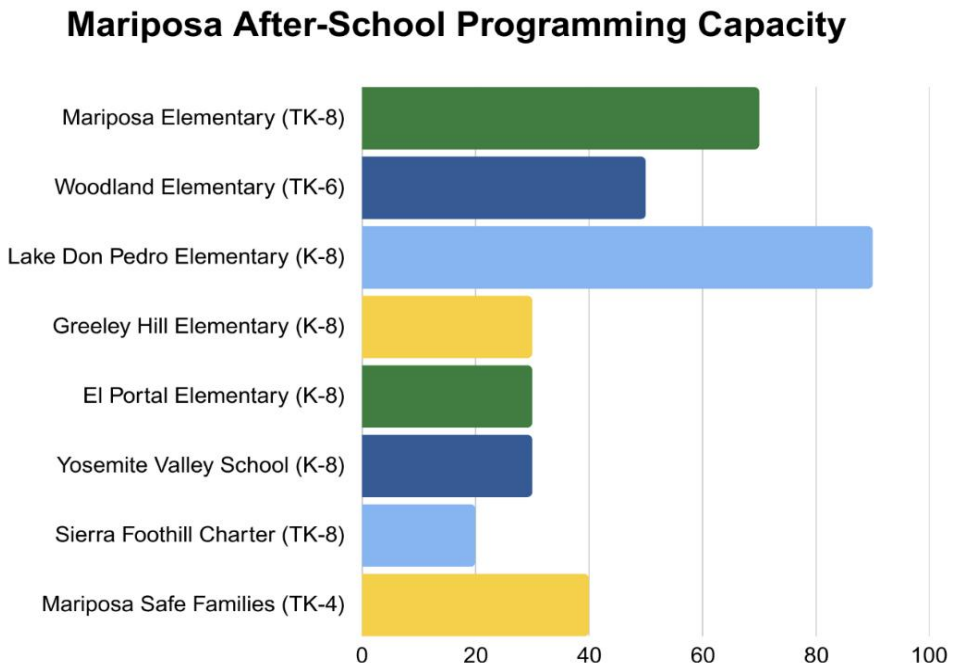
school-aged children who were previously served can no longer be accommodated under the new licensing structure.

Economic barriers emerged as a critical concern, with 94% of participants citing prohibitively high costs for large Latino families. Limited knowledge about available subsidy programs compounds affordability challenges, forcing families to rely on community members and grandparents for informal care arrangements. The situation is compounded by systemic and cultural barriers, as all participants expressed concerns about the current political climate affecting immigrant families, creating fear and mistrust of formal childcare systems regardless of legal status.

Logistical challenges further complicate access, including transportation difficulties and scheduling mismatches between work hours and daycare availability. Most daycares close at 5:00 PM while families work until 4:30 PM, and reliance on the YARTS transportation system creates additional timing conflicts. Language and communication barriers also present ongoing concerns, with families worried about English proficiency affecting their ability to communicate with providers and ensure their children's language needs are met. Additionally, the availability of specialized care for children with disabilities remains extremely limited and financially out of reach for most families.

Additional Parent and Guardian Sessions

Additional focus groups with parents and guardians across the county revealed a childcare system in crisis, with severe provider shortages and most existing providers operating at full capacity. Families report waiting lists of 20+ for after-school care



programs, with many being told they are 7-8 people deep in enrollment queues. Age-specific service gaps are particularly problematic for children aged 5-12, who fall between program eligibility requirements and lack appropriate care options.

Geographic isolation creates substantial transportation burdens, with the nearest daycare facility requiring 30-minute round trips for many families. Rural locations compound these challenges with additional concerns during fire season evacuations and severe weather events, including incidents where children have been trapped at daycare during winter snowstorms when parents could not reach them. The absence of public transportation options leaves families without vehicles with virtually no childcare access.

Seasonal programming gaps create additional hardships, particularly when the Art & Environmental Day Camp program ends in mid-July, leaving a month-long care gap before school starts while parents continue working. The high demand for available programs is evidenced by summer camps filling immediately when registration opens, often requiring parents to register at 6-7 AM to secure spots. This immediate capacity fill demonstrates the severe shortage of programming relative to community need.

Financial Accessibility Crisis

A consistent theme across all stakeholder groups was the "benefits cliff" problem, where families earn too much income to qualify for subsidy programs but cannot afford full childcare costs. This creates an impossible choice between working and providing childcare, effectively trapping middle-income working families without viable options. Center directors noted that while subsidy usage has increased dramatically, many working families remain excluded from assistance despite financial hardship.

Policy-driven financial hardships compound these challenges, including requirements to pay for reserved spots even when children are absent due to illness. This forces families to lose income from missing work while still paying full childcare fees, creating a double financial burden. Vaccination requirements and conflicting information about subsidy program eligibility create additional barriers for some families, further limiting their already scarce options.

Age-specific scheduling conflicts particularly affect families with kindergarten-aged children, as school hours are shorter than full workdays, creating before and after-school care gaps that existing providers may not be able to fill. Uncertainty about transportation services from school to daycare facilities adds another layer of complexity for working parents trying to coordinate care across multiple providers and schedules.

Child Care Supply, Demand, and Access

Current Childcare Provider Inventory

Mariposa County’s childcare system includes three main provider types: licensed center-based facilities, licensed family childcare homes, and license-exempt providers. Despite the diversity of options, overall capacity remains limited relative to community demand. The following data was collected directly from providers, resource-and-referral

agency staff, or county staff using primary data gathered through key informant interviews.

Licensed Center-Based Providers

There are currently five licensed center-based childcare facilities in the county. Two offer full-day care for infants through preschool-aged children, located in Mariposa and El Portal. Together, they provide licensed capacity for 26 infants and toddlers (ages 0–2) and 50 preschool-aged children (ages 3–5). These programs support working families by offering care during standard business hours[6].

The remaining three sites operate as half-day preschool programs aligned with the school year. These serve children ages 3–5, with one accepting potty-trained children as young as 2. Located in Bootjack, Catheys Valley, and Lake Don Pedro, these programs together accommodate 54 children. Availability varies and some have waitlists, while others face lower demand due to the expansion of Universal Pre-Kindergarten, also known as Transitional Kindergarten (TK).

Licensed Family Childcare Homes

Twelve licensed family childcare homes operate throughout Mariposa County, offering a total of 142 licensed spaces. Most accept children as young as four months and provide care across age groups. These homes are located in communities such as Bootjack, Bear Valley, La Grange, Catheys Valley, Mariposa, and Midpines. Individual capacities range from 8 to 14 children, depending on license type[7].

License-Exempt Providers

License-exempt care—such as care by relatives, friends, nannies, public recreation programs, and school-based aftercare—accounts for a significant share of childcare in the Mariposa County's Child Resource and Referral agency (ICES) has 12 documented license-exempt providers, specifically Family, Friends and Neighbors (FFN), but survey data suggests broader use: 26% of parents (93 respondents) rely on this type of care.[8]

Several structured programs also operate as license-exempt. Mariposa Safe Families provides an afterschool program for TK through 4th grade students. Summer options include the Parks and Recreation Summer Program (capacity: 65 children, ages 7–12) and the Art + Environmental Education Day Camp, offered through Sierra Foothill Conservancy and Mariposa County Arts Council, serving TK-6th grade. The latter operates for six weeks in summer and one week during spring break, averaging 121 children per summer week.[9]

Importantly, this Mariposa-based program extends its reach beyond the central county area by providing transportation from North County and El Portal, enabling students from these remote areas to participate.

[6] Key Informant Interviews, Mariposa County, CA, June – July 2025
[7] Key Informant Interviews, Mariposa County, CA, June-July 2025
[8] Key Informant Interviews, Mariposa County, CA, June-July 2025
[9] Key Informant Interviews, Mariposa County, CA, June-July 2025

Transitional Kindergarten and Public Preschool and Afterschool Options

California's Universal Pre-Kindergarten (UPK) policy has expanded early learning access through public schools. UPK includes Transitional Kindergarten (TK) and State Preschool programs, offering free—but optional—early education.

Eligibility and Expansion

TK eligibility has expanded: by 2025–26, all children who turn four by September 1 will qualify. This marks a dramatic increase from prior years, when eligibility was limited to fall birthdays.

Staffing and Class Size

TK teachers must hold credentials and meet ECE-related education or experience requirements. Starting in 2025–26, class sizes will be capped at 24, with a 10:1 student-to-adult ratio. Early-entry classes for younger children will be limited to 20 students.

Local TK Availability

TK is available at several school sites: Sierra Foothill Charter School, Mariposa Elementary (with one early-enrollment class), and Woodland Elementary. No services are available in North County or El Portal/Yosemite, but bus transportation is offered. There are 72 TK slots available in the 25-26 school year. There are no TK services available in North County, El Portal, or Yosemite, however, bussing to TK programs is an option for these students.

TK Utilization Patterns

The most recent data available on utilization patterns comes from a survey of parents and guardians conducted during this project. Only 20 of 161 (approximately 12.5%) respondents reported using TK, likely due to the specific age eligibility rather than low program interest. As full implementation proceeds, TK will play a growing role in local early education. A full review of survey findings is presented later in this report.

TK offers the benefit of a no-cost alternative to private preschool but also presents challenges. Some private providers report reduced enrollment and financial strain as families opt for TK. Many are shifting focus toward care for infants and toddlers.

Afterschool Programs

Mariposa County provides afterschool care through programs operated at each school site within the district as well as at the charter school, offering crucial support for working families during the hours between school dismissal and typical workday conclusion.

"There is no childcare center available. After-school options are limited or nonexistent."

-Parent in Mariposa County

School Readiness

Information in the *2023-24 Annual Report*, and the revised *2025 First Five California Annual Report*, describes recent investments in school readiness strategies. The first supported two preschools (Catheys Valley and Lake Don Pedro) in Mariposa County. The two preschools provided a play-based program that prepares children for kindergarten. At the time these reports were published or revised, the program was free of charge to children in Mariposa.

Another 2022-2023 funded program that was highly successful included hiring an instructional aide to work in the Mariposa Elementary School Transitional Kindergarten (TK) classroom. The instructional aide worked with the reading program/assessments and provided extra assistance to children who were having difficulty. Having the aide in the classroom also provided time for the teacher to work with the children individually. A growing and successful program in Mariposa is the Dolly Parton Imagination Library. The 243 children who were enrolled in 2022–2023 make up almost 25% of the children 0–5 in Mariposa County. [10]

Childcare Affordability Estimates

Affordability remains a critical barrier for many families. With a median household income below the statewide average and nearly one in five residents living below the poverty line[11], many families are unable to absorb the cost of full-time childcare. According to the Massachusetts Institute of Technology (MIT) "Living Wage Calculator," a family with 2 children requiring full time care could expect to pay $19,146 annually for childcare.[12] This represents a sizable portion of income for many low- and moderate-income households.[13]

Mariposa County families face higher relative costs for infant care than for preschool—reflecting statewide trends. Meanwhile, while subsidized care affordability has improved overall, gaps persist for families with infants, non-traditional schedules, or children with special needs. Although supply of licensed care has recovered at the state level, this trend is not uniform, particularly in Northern and rural counties like Mariposa. The expansion of Transitional Kindergarten has also reshaped demand and provider dynamics. Notably, despite substantial increases in public investment in early care and education, enrollment continues to lag, a pattern that may similarly appear in local program participation.

[10] First 5 California, Revised 2025 Annual Report; https://www.ccfc.ca.gov/pdf/about/budget_perf/annual_report_pdfs/FY%202023-24%20Annual%20Report_Final.pdf

[11] U.S. Census Bureau. *QuickFacts: Mariposa County, California (2019–2023)*. Retrieved from https://www.census.gov/quickfacts/fact/table/mariposacountycalifornia

[12] https://livingwage.mit.edu/counties/06043

[13] https://www.theguardian.com/us-news/2025/mar/24/childcare-daycare-cost-absurdly-expensive

Child Health Indicators

Health indicators such as immunization rates, access to a regular medical home, and overall child wellness are directly linked to both the eligibility for and participation in licensed childcare programs. In California, state law requires that children receive specific immunizations before they can enroll in licensed childcare or preschool settings. Data published in 2022 revealed a 91.8% rate for kindergarteners with required immunizations.[14]

While cost, limited availability, and a preference for trusted family-based or in-home care are among the most common reasons parents do not place children in childcare, health-related barriers may also play a role. In communities where families face challenges accessing pediatric care children may be less likely to receive required immunizations, which in turn limits their eligibility for licensed childcare settings. There is evidence, as highlighted in a recent *Los Angeles Times* article,[15] that some parents choose to avoid vaccination requirements by enrolling them in charter schools that may circumvent immunization mandates. This trend suggests that vaccine hesitancy may be a potential contributor to parents' decision making further impacting access to traditional educational and childcare settings.

Policy and Systems Landscape

Federal and state policy shifts are occurring rapidly in California and are expected to significantly impact families in Mariposa County. One notable change is the recent extension of CalWORKs childcare stipends which have changed from supporting 12 months of care to up to 24 months of care for welfare-to-work participants. Leadership at Mariposa County Health and Human Services has reported that the increase from 12 to 24 months will eventually increase the contract cost to support childcare stipends.[16] This will also impact the budget for CalWORKs programs.

In California, CalWORKs childcare stipends are funded through a combination of federal and state resources, specifically the Child Care and Development Fund (CCDF) and state general funds. These funds are allocated to counties based on factors such as the number of eligible children, regional cost of care, and local needs. While these funds are designated for childcare services, they are not unlimited. Each county receives a specific allocation, which is subject to annual adjustments and oversight by the California Department of Social Services (CDSS). Counties must adhere to these allocations and are required to track and report expenditures to ensure compliance with both state and federal guidelines. Additionally, these funds are subject to audits, and any unspent amounts may be reallocated or redistributed in subsequent fiscal periods. While counties have flexibility in administering these funds to meet local needs, they operate within the constraints of their allocated budgets and must manage resources accordingly. If the allocations budgeted are not sufficient to cover the costs for childcare

[14] Mariposa County Summary - Kidsdata.org

[15] https://www.latimes.com/california/story/2025-04-23/independent-study-charter-schools-are-a-soft-spot-in-californias-vaccine-laws-data-show?utm_source

[16] Key Informant Interview, Rebecca Maietto, Mariposa County HHS, August 2025

stipends, California county Health and Human Services agencies use realignment funds to cover overages. Stretching as far back as 2019, the Legislative Analyst's Office (LAO) noted that overall realignment revenues (across all realigned programs) are insufficient to cover the costs of realigned programs over time, and the flow of funds is not flexible enough to allow counties to adapt to evolving requirements.[17]

At the federal level, adjustments to the Child Tax Credit (CTC) and its potential integration with childcare subsidies are also likely to influence family income and childcare affordability. Reinstating or expanding refundable credits linked to childcare expenses could provide families with greater financial support to access quality care.

Funding for Head Start and Early Head Start programs remains a critical factor affecting access to comprehensive early care for low-income families. Although Mariposa County does not have an in-county Head Start center, and will not lose funding directly, residents and regional systems may feel secondary effects. A decrease in funding in neighboring counties could increase demand for providers in Mariposa County and put additional strain on the already limited childcare capacity.

The July 2025 federal tax and spending legislation known as the One Big Beautiful Bill Act (OBBB) includes some benefits for families with children born between Jan. 1, 2025, and Dec. 31, 2028, who may be eligible for a one-time $1,000 payment into special savings accounts. These funds may offset some childcare costs. The bill itself focuses on making 2017 tax cuts permanent and introducing other tax breaks; the bill does not directly increase funding for programs like Head Start.[18]

In California, expansions and policy adjustments to the Transitional Kindergarten (TK) and State Preschool Programs are reshaping early care options. Changes in funding formulas and eligibility requirements are increasingly positioning these programs as alternatives or complements to traditional childcare, influencing family choices and the local provider landscape.

State and local policies related to minimum wage increases and workforce compensation for childcare providers continue to evolve. While higher wages may improve care quality by supporting childcare workers, they can also drive-up costs for families unless offset by subsidies or workforce development incentives.[19]

These represent a sampling of significant policy changes poised to affect childcare access and affordability for families in Mariposa County shortly after the publication of this report and over the coming one to two years.

[17] https://lao.ca.gov/Publications/Report (March and May 2019)

[18] https://www.foxbusiness.com/politics/how-big-beautiful-bill-gives-american-babies-financial-head-start-future

[19] https://www.dir.ca.gov/dwc/minimumwage.htm

ANALYSIS AND FINDINGS

This comprehensive childcare needs assessment for Mariposa County reveals a childcare system facing significant challenges, with fundamental gaps that have intensified since 2019 and now threaten the economic stability of working families and the broader community. Despite increased reported utilization of childcare services—from 47.5% of families in 2019 to 80.7% in 2025—the severe shortage of quality, accessible, and affordable childcare options continues to create cascading impacts throughout the county's economic and social fabric.

Access and Affordability Challenges

The data shows inadequate childcare infrastructure serving a rural community where approximately 1,663 children under age 12 need care during some portion of the day, yet only 340 total childcare slots exist. While after-school programming has expanded since 2009 with 360 after-school slots now available and 41.6% of families utilizing these programs compared to lower usage previously, capacity for younger children has decreased, demonstrating that despite increased demand and community awareness, the overall childcare shortage persists across all age groups.

Mariposa County faces a complex childcare affordability challenge that affects families across the economic spectrum. While 23% of Mariposa County households earn more than $100,000 annually, children face a 20.6% poverty rate according to 2021 Census data. The parent survey responses reveal that even middle-income families struggle with childcare costs, particularly those earning too much for subsidies but insufficient income to comfortably afford market rates.

The survey data shows that cost barriers create a fundamental mismatch between what families can afford and what childcare actually costs. Families face a "benefits cliff" where they earn too much to qualify for subsidies but cannot afford market-rate care. Survey data shows the vast majority of families can only afford $0-750 monthly per child, creating a fundamental gap between community economic capacity and the true cost of quality childcare services. This affordability gap forces difficult choices: parents leave the workforce, accept substandard care arrangements, or exhaust extended family resources to maintain.

> I make too much for subsidies but ~~too little~~ to afford (childcare)."
>
> *-Anonymous Mariposa County Respondent*

The combination of cost barriers, limited availability, and geographic constraints create cascading effects on family stability and community retention. Parent survey data indicates that inadequate childcare options strain extended family relationships when relatives must provide care, impact parents' ability to maintain employment, and influence families' decisions about remaining in the community. Several survey respondents indicated that childcare limitations factor into their considerations about relocating to other communities with better childcare infrastructure.

Economic and Workforce Impact on Businesses

The Mariposa childcare needs assessment reveals substantial impacts on local businesses. The employer survey shows that 86% of employers report difficulty filling vacancies or experiencing absenteeism due to childcare-related issues. From the parent survey, we can see direct evidence of how childcare issues affect the workforce: 85% of employed parents report that childcare issues cause them to be late to work at least occasionally, and 90% report missing work (either partial or full day) due to childcare problems, with impacts ranging across daily, weekly, monthly, and occasional timeframes.

> "I had to leave my job because childcare was more expensive than what I was earning."
>
> *-Anonymous Mariposa County Respondent*

To understand the broader economic implications of these workforce disruptions, studies indicate that each working parent costs their employer an average of $1,150 annually due to childcare-related issues. National data documents show how childcare problems manifest through measurable productivity losses: 25% of parents reduce work hours due to childcare problems, 16% turn down promotions because of childcare constraints, 15% change to part-time work to accommodate childcare needs, and 13% quit jobs entirely due to childcare issues. Additionally, 8% of parents are let go or fired because of childcare-related absences, creating additional recruitment and training costs for employers.[20]

Studies on absenteeism show that 45% of employed parents miss at least one day of work in a six-month period due to lack of childcare, with an average of 4.3 days lost per parent. This results in significant productivity losses and increased recruitment costs for employers, particularly affecting smaller businesses that may have less flexibility to absorb workforce disruptions.[21]

The assessment also reveals impacts on potential workers entering or re-entering the workforce. The parent survey data shows that childcare barriers prevent workforce participation, with parents indicating they cannot maintain employment due to childcare constraints. National data indicates that inadequate childcare access prevents many qualified individuals, particularly women, from participating in the labor force or seeking full-time employment. This represents a significant untapped economic resource for local employers.

The employer survey reveals significant willingness to support childcare solutions, with 91% of employers expressing interest in increasing awareness of childcare resources and 55% willing to implement flexible work arrangements. However, the disconnect between employer interest and available solutions highlights the need for coordinated community responses that leverage private sector engagement.

[20] Powell, Anna, Sarah Thomason, and Ken Jacobs. 2019. "Investing in Early Care and Education: The Economic Benefits for California." Berkeley: UC Berkeley Center for Labor Research and Education.
[21] Powell, Anna, Sarah Thomason, and Ken Jacobs. 2019. "Investing in Early Care and Education: The Economic Benefits for California." Berkeley: UC Berkeley Center for Labor Research and Education.

Provider Workforce Sustainability Concerns

The provider survey reveals that responding childcare providers face a critical economic sustainability challenge that threatens the future of childcare availability in Mariposa County. Among survey respondents, 87.5% of family childcare providers and 100% of center directors and staff report having no retirement savings, reflecting inadequate compensation that prevents providers from building financial security despite their essential role in the community.

This economic insecurity is compounded by an aging workforce approaching retirement among survey participants. The provider survey shows that 37.5% of responding family childcare providers are 60 years or older, yet only 50% of family childcare provider respondents plan to continue in their current role over the next three years. Similarly, only one-third of responding center directors plan to continue, creating a substantial leadership pipeline gap among surveyed providers.

The economic challenges revealed by survey respondents create a vicious cycle for workforce sustainability: if current providers cannot earn a living wage and lack retirement security, potential new providers are unlikely to see childcare as a viable career path. This economic reality means that as experienced providers retire, there may be insufficient economic incentives to attract new providers to replace the lost capacity. High turnover rates in center-based programs, with some reporting five teacher position turnovers in a single year, further disrupts continuity of care and increases operational costs.

Systemic Barriers and Policy Misalignments

Multiple systemic barriers compound the childcare shortage. The expansion of Transitional Kindergarten, while beneficial for child development, has created operational challenges for family childcare providers and centers that must maintain licensing ratios when 4-year-olds leave for TK programs. Regulatory transitions, particularly affecting facilities serving National Park Service employees, have reduced capacity and created service gaps for working families.

Specialized care needs remain largely unmet, with families of children with disabilities or trauma histories reporting significant challenges accessing appropriate services.

The challenges extend beyond immediate service provision to threaten community resilience and long-term sustainability. The intersection of wildfire risk, geographic isolation, economic constraints, and service gaps creates particular vulnerability for families in Wildland-Urban Interface areas. Emergency response planning must account for childcare considerations, as current gaps could compound evacuation and recovery challenges during natural disasters.

Moving Forward: Community Strengths and Required Action

This assessment demonstrates that Mariposa County's childcare challenges require comprehensive intervention addressing both supply-side support for providers and demand-side accessibility for families. The convergence of geographic isolation,

economic constraints, workforce vulnerabilities, and policy misalignments has created a situation that particularly impacts rural and working-class communities.

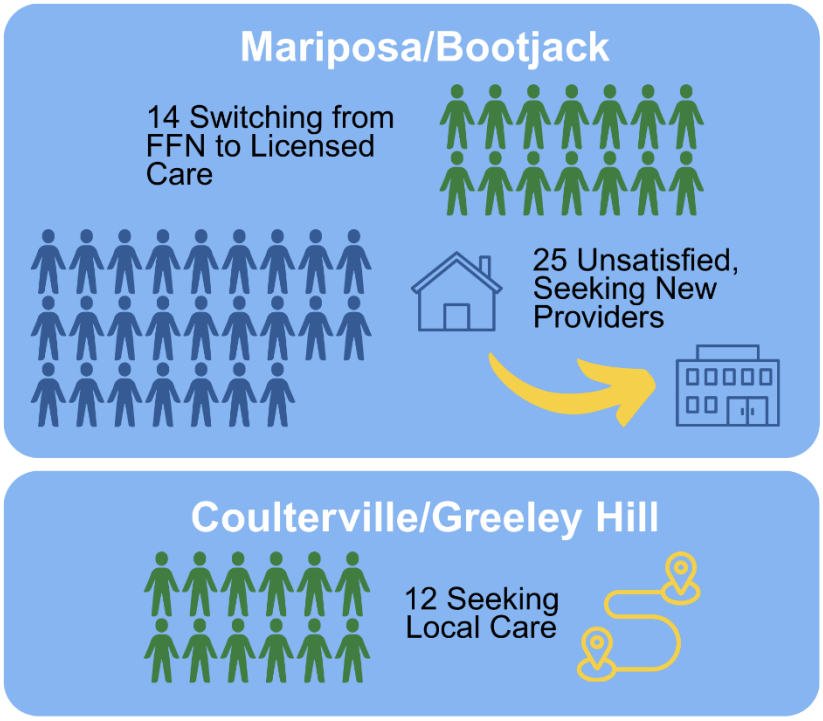
The findings suggest that without significant intervention, the childcare situation will continue to worsen as experienced providers retire, geographic disparities persist, and economic pressures intensify. However, the data also reveals community strengths including employer willingness to support solutions, family resilience in creating informal support networks, and provider dedication despite challenging conditions.

Moving forward, Mariposa County must pursue comprehensive, innovative solutions that recognize the unique challenges of rural childcare delivery while building on community assets and partnerships. The cost of inaction—in terms of family economic security, community retention, and long-term economic development—far exceeds the investment required to build a childcare system that truly serves this rural community's needs. Success will require coordinated efforts across multiple sectors, innovative funding models, and policy solutions that recognize the essential role of childcare in supporting both individual families and broader community resilience.

Closing the Gap: Estimated Childcare Slots Needed

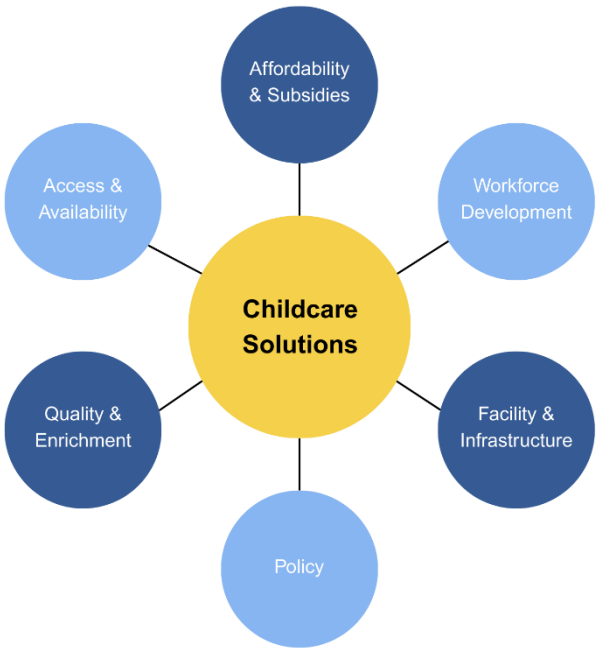
The following analysis estimates the additional childcare slots Mariposa County will need in the near to mid-term to meet demand, highlighting the scale of investment required to close the gap between current capacity and community need.

- Mariposa County needs an estimated 51 additional childcare slots to address current unmet demand. This breaks down into three categories:
- New Demand (14 slots in Mariposa/Bootjack): Families currently using unsatisfactory Family, Friend, and Neighbor (FFN) care who would prefer licensed care in Mariposa or Bootjack represent 14 children needing entirely new childcare slots.
- Transferred Demand (25 slots): An additional 25 families are dissatisfied with their current non-FFN arrangements and would switch to preferred options in Mariposa/Bootjack. These families would shift from existing slots to new opportunities, requiring service improvements rather than net capacity increases.
- North County Demand (12 slots): Survey data identified demand for 12 additional slots in North County communities, which currently have limited childcare infrastructure despite significant populations in areas like Greeley Hill and Lake Don Pedro.



Recommended Solutions

The following recommended solutions build on the assessment's key findings and leverage identified community strengths to address Mariposa County's childcare crisis. With only 340 slots for infant-preschool care and 360 after-school slots serving 1,663 children in need, these interventions target both immediate relief and long-term sustainability. The solutions are designed around demonstrated community assets: 91% of employers are willing to increase childcare awareness, existing informal care networks serving 57.8% of families, and provider dedication despite challenging economic conditions. Rather than requiring entirely new infrastructure, many solutions optimize existing resources and relationships while strategically investing in workforce development and facility improvements. Each solution is paired with realistic funding mechanisms that recognize rural communities' capacity constraints while maximizing available state, federal, and local resources.



1. **Optimize Subsidy Use & Awareness**: Explore each step in the subsidy process to optimize support and service to families to increase awareness, engagement, and reduce waitlists.
2. **Increase Awareness and Access**: Building on the strong foundation of employer engagement revealed in the assessment, immediate awareness and access improvements can be implemented with minimal cost but significant impact. A vaccine awareness campaign targeting parents represents a critical first step, as children cannot participate in licensed daycare programs unless they have begun vaccinations. This initiative should partner with public health

officials and pediatric/family providers to educate families about vaccination requirements for childcare enrollment, with funding available through county public health department existing budgets or California Wellness Foundation grants which target rural areas. CDPH immunization grants would also be a good source of funding, but face uncertainty due to recent federal cuts.

3. **Engage with Employers:** Simultaneously, employers can play a crucial role in improving access to existing resources by integrating childcare subsidy information into new employee orientation processes. Given that 91% of surveyed employers expressed willingness to increase awareness of childcare resources, this represents an immediately actionable solution that requires coordination with ICES and employers to ensure they have the information they need for new hires. This could be accomplished through Mariposa County and the Chamber of Commerce as primary hubs for distributing existing information. If new materials need to be created, implementation can be funded through a partnership with Mother Lode Job Training to access Workforce Innovation and Opportunity Act (WIOA) funds for employer engagement activities, including material development and coordinating information dissemination, or achieved through no-cost implementation leveraging existing HR processes.

   The assessment's finding that 50% of employers showed interest in supporting childcare costs creates an opportunity to explore two complementary approaches to employer-subsidized childcare. First, facilitating an employer consortium to explore shared childcare subsidies or voucher programs would leverage collective purchasing power and shared costs among multiple employers. This collaborative model could make childcare support more financially feasible for smaller employers while creating a larger pool of eligible families, particularly middle-income families who do not qualify for government subsidies but struggle to afford market-rate childcare. Funding for consortium development and coordination could be secured through a partnership with Mother Lode Job Training to access Workforce Innovation and Opportunity Act (WIOA) funds for employer engagement activities.

   Second, encouraging employers to offer Dependent Care Assistance Program (DCAP) benefits to their employees provides immediate childcare cost relief without requiring direct employer subsidies. DCAP allows employees to set aside up to $5,000 annually in pre-tax dollars for eligible dependent care expenses like daycare, preschool, and after-school programs, effectively reducing families' childcare costs by their tax savings. For a family in the 22% tax bracket, this benefit can save over $1,500 annually in combined federal, state, and payroll taxes. Implementation requires no direct employer funding, only administrative setup through existing payroll systems or third-party benefits administrators.

Third, employers interested in more substantial childcare investments can benefit from the federal Employer-Provided Childcare Credit,[22] which offers tax credits up to $150,000 annually to offset 25% of qualified childcare facility expenditures and 10% of childcare resource and referral costs. This incentive could make employer-sponsored childcare facilities or services financially viable for larger employers or business consortiums, particularly when combined with other funding sources. The Mariposa County Chamber of Commerce could lead these initiatives by providing education to member businesses about DCAP benefits, the federal childcare tax credit, and connecting employers with benefits administration resources and facility development guidance.

4. **Develop Workforce:** The aging provider workforce identified in the assessment, with 37.5% of family childcare providers being 60 years or older, necessitates immediate attention to workforce pipeline development. Re-establishing a Regional Occupational Program for childcare workforce development at the high school level represents the most strategic long-term investment in addressing this challenge. This initiative would partner with the local high school to create career pathways leading to early childhood education credentials. Mariposa County Unified School District is open to ideas to best support their students and the community. Additional funding could be secured through Carl D. Perkins Career and Technical Education Act funds, which provide approximately $1.4 billion annually for career technical education programs and specifically allocate funding to rural CTE providers. Continued partnering with community colleges, such as Columbia College or Merced College, brings additional workforce training opportunities and strengthens the pathway from high school childcare training to postsecondary early childhood education credentials.

5. **Increase Awareness of Available Slots:** Responding to provider requests for better visibility and communication tools, creating a Facebook page and digital platform for providers to advertise openings and communicate availability would enable providers to be easily found by families seeking care while ensuring families receive immediate notification of vacancies. This addresses the current lack of coordination among providers and allows families to access real-time information about childcare availability. This could be run by the County, a nonprofit entity, or even a provider as a low-cost option.

6. **Support Family, Friend, and Neighbor care providers:** The assessment's finding that 57.8% of families rely on family and friend care arrangements highlights the need to enhance support for Family, Friend, and Neighbor (FFN) care providers. Increasing support services for informal care providers through

[22] https://www.irs.gov/businesses/small-businesses-self-employed/employer-provided-childcare-credit

training, resources, and stipend programs would strengthen the existing informal network that currently serves many families. This initiative could be funded through United Way community investment funds, as Mariposa County falls within the funding area served by Merced United Way, creating opportunities for community-based organizations and nonprofits to apply for community investment support.

7. **Develop Infrastructure and Facilities:** The geographic inequities identified in the assessment, with entire communities lacking local childcare options, require strategic infrastructure investments that leverage existing county assets. Evaluating county buildings for childcare facility rental should prioritize childcare deserts like North County,[23] while also considering facilities like the Darrah School house, which was identified as a preferred location by many survey respondents and is ready for use as childcare with few renovations needed. *Yosemite Valley is also a childcare desert, but planning has begun for a new solution to address this challenge. See the Yosemite Valley Case Study for more information.*[24]

   This initiative requires completing facility assessments and regulatory compliance reviews for childcare licensing requirements, with funding available through CDBG public facilities and improvements funds (which provide grants to non-entitlement jurisdictions like Mariposa County for community facility construction and renovation, requiring that 70% of funds benefit low- and moderate-income families) or the USDA Community Facilities Direct Loan & Grant Program (which explicitly funds childcare centers in rural areas with populations under 20,000, offering up to 75% grant funding for communities like Mariposa with populations under 5,000 and low median household income).

8. **Develop a HUB**: Survey data demonstrates strong demand for this approach, with 41.3% of parent/guardian respondents indicating they would "absolutely" use a new childcare center in town or were "very likely" to use such a facility. These high-confidence families represent approximately 22 children, 0-5, who would immediately benefit from expanded childcare services, providing a solid foundation for facility utilization and sustainability.

   Developing a Resilience Hub as an integrated service center would address multiple community needs through a single, sustainable facility. This multi-purpose approach recognizes that rural communities like Mariposa County require flexible, multi-use infrastructure to achieve long-term viability. The hub would offer comprehensive services including daily childcare, summer

[23] https://childcaredeserts.org/

[24] Case Study: Yosemite Valley Public-Private Childcare Partnership; see Appendix 8

programming, after-school programs, and emergency childcare for essential workers, creating both routine support and emergency response capacity.

Funding for this comprehensive approach could be secured through California Strategic Growth Council climate resilience programs, which offer multiple pathways aligned with the hub's dual mission. The Community Resilience Centers Program provides up to $98.6 million specifically for neighborhood-level facilities that serve as emergency response centers while offering year-round community services—directly matching the Resilience Hub concept. Implementation grants through the Transformative Climate Communities Program offer awards up to $29.5 million for infrastructure projects that benefit public health and expand economic opportunity in disadvantaged communities. These state funding sources prioritize rural and under-resourced communities like Mariposa County, and the existing momentum from PG&E's current funding of the Resilience Hub's conceptual design positions the county favorably for securing additional implementation funding. The integrated approach of combining emergency preparedness with essential community services like childcare aligns perfectly with California's climate adaptation strategy and commitment to building community resilience in vulnerable areas.

Mariposa County could create a “virtual resource hub” or “cooperative hub network” that combines physical and virtual supports to strengthen the childcare system. **See Appendix 6 for detailed recommendations**. Establishing a coordinated, centralized clearinghouse would streamline services, connect families, and improve access. [25]

9. **County-Led Solutions:** The assessment's finding that 87.5% of family childcare providers and 100% of center directors and staff report having no retirement savings reflects inadequate compensation that prevents providers from building financial security despite their essential community role. One potential solution could involve establishing funding mechanisms for childcare business startup and expansion, designed to help providers access capital for program launch, facility improvements, equipment purchases, and innovation initiatives without depleting their personal resources. These programs would specifically target the upfront costs that create barriers to entering or expanding childcare services.

   Two complementary pathways could address different provider needs and financial circumstances. **A forgivable loan program** would provide grants with service commitments, where providers receive upfront capital that is forgiven after operating licensed childcare in underserved areas for a specified period

[25] For more details, please see Appendix 6

(typically 3-5 years). This approach directly addresses the capital access barrier without adding debt burden to providers already facing financial challenges. Alternatively, a **traditional loan program** with favorable terms could serve providers ready to take on manageable debt, offering below-market interest rates and extended repayment periods through risk-sharing mechanisms that make lenders willing to serve rural markets.

This initiative could be funded through multiple proven funding streams. Community Development Financial Institution (CDFI) Fund awards have already provided over $108 million in loans specifically for childcare services and providers nationwide, with $348 million available in FY 2025 funding. California Infrastructure and Economic Development Bank (IBank) small business finance programs offer loan guarantees up to $5 million with 80% coverage for startup costs and equipment purchases, backed by California's $1.2 billion State Small Business Credit Initiative allocation. CDBG economic development funds represent the most accessible option for Mariposa County, as CDBG specifically supports microenterprise funds that can provide credit and technical assistance for childcare businesses. For the forgivable loan pathway, CDBG economic development funds could be structured as grants to individual businesses that demonstrate job creation for low-income workers. For the traditional loan pathway, these funding sources could work synergistically—with CDBG funds capitalizing a loan fund that CDFIs administer, while IBank programs provide additional loan guarantees to increase lending capacity for rural childcare entrepreneurs.

Creating a **private/public partnership** for county employee childcare would leverage the county's position as a major employer representing a significant portion of the workforce to anchor childcare demand while serving the broader community. This initiative could be funded through government employer-sponsored dependent care assistance programs or public-private partnership financing through the Infrastructure and Economic Development Bank.

The county would serve as the anchor tenant by implementing enhanced dependent care assistance programs for its employees, including expanded Dependent Care FSA contributions up to the $5,000 annual federal limit and direct childcare subsidies for lower-income county workers using appropriated funds as authorized under federal legislation.[26] This employee demand would provide the stable revenue foundation needed to attract private childcare

[26] 40 USC 590 (g), enacted on November 12, 2001, executive agencies may use any appropriated funds, including revolving funds that are ordinarily used for salaries and expenses to assist lower income employees with the costs of childcare

operators willing to develop and manage a facility that serves both county employees and the broader community.

The public-private partnership structure would involve the county providing land or facilities, employee subsidies, and potentially loan guarantees, while the private partner contributes operational expertise, management systems, and additional capital investment. IBank could support this arrangement through infrastructure loans for facility development, bond financing for the public infrastructure components, or loan guarantees that reduce risk for the private operator. Additional funding could be secured through CDBG economic development funds to capitalize the partnership, with CDFI partners providing ongoing lending support for facility improvements and expansion. This model creates a financially sustainable childcare solution by combining the county's workforce demand with private sector efficiency, while serving the broader community's childcare needs through a facility anchored by predictable government employee utilization.

Recommended Implementation Strategy

Implementation should proceed in three phases to maximize impact while building sustainable momentum.

Phase 1: Immediate Impact (November 2025-April 2026) launches quick-win initiatives that leverage existing resources and build a foundation for longer-term investments. Key activities include integrating childcare subsidy information into employer onboarding systems to leverage existing 91% employer willingness to support childcare solutions, creating a provider Facebook page as a low-cost, high-visibility communication platform, preparing CDBG Economic Development grant applications for the 2026 cycle to establish forgivable loan programs, building strategic relationships with CDFIs serving rural California to establish partnerships for future lending programs, conducting comprehensive county building assessments to identify facilities suitable for childcare conversion with immediate announcement of any rental-ready spaces to attract potential providers, implementing vaccine awareness campaigns targeting parents to address childcare enrollment barriers, facilitating employer consortiums for shared childcare subsidies and vouchers, encouraging employers to offer DCAP benefits through Chamber of Commerce leadership, and beginning work with MCUSD or other educational entity to develop an ROP program that will create a pipeline for local childcare workforce development.

Phase 2: Infrastructure Development (May 2026-April 2027) focuses on building the physical and programmatic infrastructure needed to expand childcare capacity. This phase emphasizes comprehensive county building conversions for childcare use,

launching CDBG-funded forgivable loan programs with CDFI partners providing complementary low-interest lending options, implementing FFN care support programs to strengthen informal childcare networks, preparing applications for future California Strategic Growth Council Community Resilience Centers funding when Round 2 opens, establishing provider cooperative hub networks for group purchasing and shared services, and developing enhanced county employee dependent care assistance programs including expanded FSA contributions and direct subsidies for lower-income workers.

Phase 3: Systemic Change (May 2027+) targets long-term sustainability through workforce development and comprehensive facility solutions. Activities include implementing high school ROP program for childcare workforce development, advancing Resilience Hub development integrated with PG&E's ongoing conceptual design, creating comprehensive public-private partnership childcare facilities anchored by county employee demand with private operators managing broader community services, and deploying CDFI-supported low-interest loans for facility improvements and business expansion.

The funding strategy prioritizes immediate opportunities including CDBG Economic Development funds for loan capitalization, employer-sponsored dependent care assistance program implementation, and CDFI partnership development for lending infrastructure. Medium-term opportunities focus on established CDFI lending programs providing low-interest loans for childcare business startup and expansion, state childcare facility development funds, and IBank loan guarantee programs for facility financing. Long-term investment concentrates on comprehensive public-private partnerships anchored by county employee demand, Infrastructure Bank financing for major facility development, and Community Resilience Centers grants when Round 2 applications open.

This comprehensive approach addresses the assessment's finding that Mariposa County's childcare challenges require intervention across both supply-side support for providers and demand-side accessibility for families, while leveraging identified community strengths including employer willingness to support solutions and family resilience in creating informal support networks. The integrated nature of these solutions recognizes that sustainable childcare infrastructure in rural communities requires coordinated efforts across multiple sectors, innovative funding models, and policy solutions that acknowledge the essential role of childcare in supporting both individual families and broader community resilience.

AWARENESS & ACCESS SOLUTIONS

Improving knowledge and utilization of existing resources

- Family Awareness
- Vaccine Awareness Campaign - Partner with public health to educate families about vaccination requirements for childcare enrollment
- Subsidy Information Integration - Add childcare financial assistance info to employer new hire processes
- Provider Visibility
- Digital Communication Platform - Create Facebook page and online platform for providers to advertise openings
- Employer-Supported Benefits
- DCAP Implementation - Encourage Dependent Care Assistance Programs (saves families $1,500+ annually)
- Employer Consortium - Facilitate shared childcare subsidies/voucher programs among multiple employers

WORKFORCE DEVELOPMENT SOLUTIONS

Addressing provider pipeline and sustainability

- Pipeline Development
- High School ROP Program - Re-establish Regional Occupational Program for childcare workforce development
- Provider Support
- Cooperative Hub Network - Enable group purchasing of supplies, insurance, and services for economies of scale
- Professional Development - Expand training opportunities and continuing education for current providers
- FFN Care Enhancement - Strengthen Family, Friend, and Neighbor care through training, resources, and stipends

INFRASTRUCTURE & FACILITY SOLUTIONS

Expanding physical childcare capacity

- Public Facility Utilization
- County Building Conversion - Evaluate and convert county buildings for childcare use, prioritizing childcare deserts
- Comprehensive Service Centers
- Resilience Hub Development - Integrated facility offering childcare, summer programming, after-school programs, and emergency childcare

FINANCIAL SOLUTIONS

Addressing cost barriers and business sustainability

- Provider Business Support
- Forgivable Loan Program - Startup capital for new childcare businesses with service commitments
- Low-Interest Lending - Traditional loans with favorable terms for facility improvements and expansion
- Business Development Grants - Direct funding for equipment, renovations, and program enhancement
- Family Cost Relief
- Employer Subsidies - Direct employer contributions to employee childcare costs
- Public-Private Partnerships
- County Employee Childcare - Anchor facility with county workers serving broader community
- Shared Investment Models - Combined public facilities with private operational expertise

Final Reflections

This Childcare Needs Assessment represents an important starting point for understanding the challenges and opportunities shaping childcare in Mariposa County. The findings and recommendations presented here are intended to guide local leaders, stakeholders, and community members toward informed action that strengthens childcare accessibility, affordability, and quality. While this report outlines critical areas for investment and immediate consideration, it is not exhaustive. Additional analyses, emerging strategies, and potential long-term solutions are provided in the appendices for further review and discussion.

Moving forward, Mariposa County has the opportunity to build upon these recommendations, leveraging data-driven insights and community perspectives to design practical, sustainable solutions that meet the needs of families, providers, and employers alike. By prioritizing childcare as essential community infrastructure, the County can foster not only healthier child development and family stability, but also a more resilient local economy and workforce.

On behalf of the Integrated Human Services Group, we extend our sincere gratitude to the County of Mariposa for entrusting us with this important work. It has been our privilege to collaborate in advancing the shared goal of improving childcare accessibility through careful analysis, broad stakeholder engagement, and actionable recommendations.

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Appendix 1: Primary Research and Data

Parent/Guardian Survey

The Parent/Guardian Childcare Needs Survey was administered from June 9-30, 2025, and was made available in both English and Spanish to ensure broad accessibility. The survey was distributed through multiple channels to maximize reach and participation. Digital versions were collected using Microsoft Forms and made available online through Facebook, Instagram, email listservs, targeted outreach, and MCUSD and SFCS families through ParentSquare. Physical outreach included flyers distributed in Mariposa, El Portal, Lake Don Pedro, and Coulterville, with additional flyers posted at the Parks and Recreation summer day camp, Arts and Environmental camp, and the Farmer's Market. Paper copies were also provided at key community locations including the main branch of the Mariposa County Library and the Health and Human Services building.

The survey yielded 173 total responses, of which 161 were validated for analysis after removing responses from participants residing outside of Mariposa County. Notably, only two paper copies were completed at the library, with the majority of responses collected digitally. Despite Spanish-language availability, no Spanish surveys were completed.

Survey Participant Demographics: The validated sample of 161 parent/guardian respondents represented diverse demographics within Mariposa County. Age distribution showed the largest group was parents aged 35-44 (65 respondents), followed by those aged 25-34 (35 respondents) and 45-54 (19 respondents). The vast majority of respondents were employed (91%), with 15% identifying as Hispanic or Latino. Racial composition included 93 White/Caucasian respondents, 18 Black or African American respondents, 7 Native American respondents, 5 Asian respondents, 5 Bi-Racial/Multi-Racial/Multi-Ethnic respondents, and smaller numbers in other categories. This demographic profile reflects the broader characteristics of families with childcare needs in the county while acknowledging potential underrepresentation of some populations.

Geographic Distribution: Survey responses represented broad geographic distribution across Mariposa County. The largest concentration of respondents came from Mariposa (105 responses), followed by Bootjack (46 responses), Catheys Valley (26 responses), and Midpines (17 responses). Other areas represented included Yosemite (13 responses), El Portal (11 responses), Bear Valley (9 responses), Lake Don Pedro (9 responses), Coulterville (8 responses), and Greeley Hill (8 responses). Smaller numbers of responses came from Hornitos (4 responses), Wawona (3 responses), Hunters Valley (1 response), and other areas (8 responses). This geographic

distribution reflects the rural nature of the county while showing representation from most major communities and unincorporated areas.

Provider Survey

For childcare provider data, this study partnered with the University of California Berkeley, Institute for Research on Labor and Employment. Data on the ECE workforce are drawn from the 2025 California ECE Workforce Study. The provider survey captured responses from 8 Family Childcare Centers and 3 childcare center facilities, providing insights into current supply, capacity, and operational challenges within Mariposa County's childcare infrastructure. Provider survey participants received a $30 Amazon eGift card through the UC Berkeley Center for the Study of Child Care Employment as compensation for their participation.

Provider Demographics: The provider survey respondents represented varying age distributions across different roles within the childcare sector. Among Family Child Care (FCC) providers, the largest group was aged 60 years or older (37.5%), followed by those aged 40 to 49 years (33.3%) and equal representation in the 30 to 39 years and 50 to 59 years categories (25% each). Only 12.5% of FCC providers were 29 years or younger. Center Directors showed different age patterns, with 75% being 29 years or younger and 25% in the 50 to 59 years category. Center Teachers/Assistants were distributed across 30 to 39 years (33.3%), 40 to 49 years (33.3%), and 50 to 59 years (33.3%), with no representation in the youngest or oldest age categories. This age distribution reflects the varying career stages and experience levels within Mariposa County's childcare workforce.

Employer Survey

The Employer Survey was conducted concurrently with the parent/guardian survey from June 9-30, 2025, generating 22 responses from local employers. This survey aimed to understand workplace childcare needs and employer perspectives on how childcare availability affects workforce productivity and recruitment.

Employer Survey Respondents: The 22 employer responses represented diverse organization types across Mariposa County's economic landscape. Local Government entities comprised the largest portion with 10 responses (45.5%), followed by Non-profit organizations with 7 responses (31.8%), Small Businesses with 4 responses (18.2%), and Federal Government with 1 response (4.5%). e

Focus Groups

To gather deeper qualitative insights, multiple focus groups were conducted with different stakeholder populations:

- **Spanish-speaking Focus Group**: Held in-person on June 12th in El Portal with 18 participants, this session provided crucial perspectives from the Latino community on childcare needs and barriers. Participants received a $10 Amazon eGift card as compensation for their time and participation.
- **Family/Guardian Focus Group**: Conducted virtually on June 30th with 5 participants, allowing for detailed discussion of family childcare experiences and needs. Participants received a $10 Amazon eGift card as compensation for their time and participation.
- **ICES Family Focus Group**: The research team participated in an existing in-person ICES family focus group on June 20th with 3 participants, leveraging established community connections. ICES provided stipends for participation in their focus group.
- **Provider Focus Groups**: Two provider focus groups were held on June 17th with a total of 4 attendees, gathering insights from current childcare providers on operational challenges and opportunities. Participants received a $10 Amazon eGift card as compensation for their time and participation.

Key Informant Interviews

Comprehensive key informant interviews were conducted with critical stakeholders across the childcare ecosystem:

Preschools/Childcare Facilities:

- Anita Holt, Catheys Valley Preschool
- Lori Dixon, Where the Wild Things Play
- Mary Weaver, Mariposa Preschool Co-op
- Melodie Thompson, Yosemite National Park Child Care Center

County and Regional Leadership:

- Nikki West, Executive Director, First 5 Commission
- Rosemarie Smallcombe, District 1 Supervisor
- Joe Lynch, Mariposa County CAO
- Ben Goger, Mariposa County Planning
- Will Fasset, Mariposa County Planning

Support Organizations:

- Amber Chambers, Executive Director, Local Childcare Planning Council

- Shana Bender, CCIP/R&R Coordinator, ICES
- Sarah Phillips, Center Manager, Mother Lode Job Training
- Alex Bloom, Economic Development Manager, Mother Lode Job Training
- Gabe Edwards, Mariposa Chamber of Commerce

Subject Matter Experts:

- Laura Pryor, Research Director, California Budget and Policy Center
- Anna Powell, Senior Research and Policy Analyst, UC Berkeley Center for the Study of Child Care Employment

Study Limitations

While this comprehensive methodology captured diverse perspectives across Mariposa County's childcare ecosystem, several limitations should be acknowledged when interpreting findings:

Sample Size Constraints: The relatively small population of Mariposa County (approximately 17,131 residents) inherently limits sample sizes across all data collection methods. With 161 validated parent/guardian survey responses representing families in a county with an estimated 1,663 children under age 12 needing care,[27] the sample provides valuable insights but may not capture all demographic subgroups proportionally.

Employer Representation: The 22 employer survey responses, while valuable, represent a small fraction of the county's business community, where 71% of businesses are microenterprises with 4 or fewer employees. This limits the generalizability of employer perspectives across the diverse economic landscape.

Seasonal Timing: Data collection during June may have influenced responses, as this period coincides with the end of the school year and beginning of summer, potentially affecting childcare needs and availability patterns that differ during other times of the year.

Cultural and Language Barriers: Despite offering Spanish-language materials, the lack of Spanish survey completions indicates potential barriers in reaching the Latino community effectively.

[27] https://dof.ca.gov/forecasting/demographics/

Focus Group Representation: While focus groups provided rich qualitative data, the small group sizes (ranging from 3-18 participants) and potential self-selection bias of participants may limit the representativeness of perspectives captured.

This comprehensive methodology ensured multiple perspectives were captured, from families seeking care to providers delivering services, employers requiring workforce support, and policymakers responsible for developing solutions. However, these limitations should be considered when developing policy recommendations and planning future data collection efforts.

The complete survey instruments and full datasets from primary data collection activities conducted for this report are provided in the appendix. For external datasets referenced in this report, only summary data or publicly available information is included, in accordance with usage and confidentiality restrictions.

Appendix 2: Secondary Data

This section summarizes validated secondary data on the childcare landscape in Mariposa County, drawn from federal, state, and local sources. The data, primarily from 2020–2024, highlights demographics, economic conditions, childcare availability, access barriers, health indicators, and workforce dynamics. All information reflects the most recent data available, cross-checked and verified where possible.

These findings provide essential context for understanding childcare needs, identifying disparities, and informing the analysis in the first segment of the report, in alignment with Mariposa County's unique social, economic, and policy environment. Citations are included via footnotes, with full source documentation in the report appendices.

Demographic Overview

Mariposa County, a rural community located in California's Sierra Nevada region, had an estimated population of 17,264 residents in 2023. It is one of only three counties in California with no incorporated cities. Mariposa County has 17 communities that are recognized as census-designated places for statistical purposes. The town of Mariposa is the county seat with an estimated 2023 population of 1,202, declining from 1,526 persons in 2020.[28] Other areas of the county have more wide-spread populations with unique and distinct identities.

Some additional communities include Catheys Valley (pop. 829), Coulterville-Greeley Hill (pop. 927), El Portal (pop. 372), and La Grange/Lake Don Pedro (pop.1,765).[29]

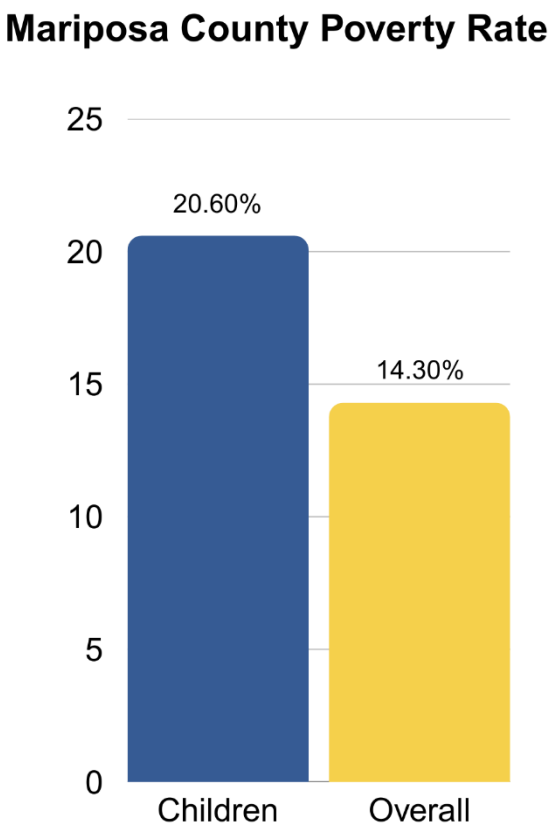
Among them, approximately 749 children are under the age of six, and an estimated 1,663 children fall within the 0–12 age range.[30] The county's racial and ethnic composition is predominantly White (Non-Hispanic), comprising 74.9% of the population, followed by Hispanic or Latino residents at 14.1%, and American Indian/Alaska Native residents at 3.5%.[31] About 8.6% of residents speak another language at home, most often Spanish.[32]

[28] https://datausa.io/profile/geo/mariposa-ca
[29] https://data.census.gov; retrieved August 2025 from U.S. Census Bureau. (2020 census)
[30] California Department of Finance. (2023). E-2 Population Estimates by Age and Race/Ethnicity. Retrieved from https://dof.ca.gov/forecasting/demographics/
[31] U.S. Census Bureau. (2023). QuickFacts: Mariposa County, California. Retrieved July 2025 from https://www.census.gov/quickfacts/mariposacountycalifornia
[32] U.S. Census Bureau. (2023). QuickFacts: Mariposa County, California. Retrieved July 2025 from https://www.census.gov/quickfacts/mariposacountycalifornia

Household composition reflects a range of family structures, with between 29.1%-31.48% of households with children headed by a single parent.[33] Approximately 14.4% of families are multigenerational or extended household arrangements, many of which include a single parent in the family composition[34].

Economic Indicators

Mariposa County has a median household income of $62,899, significantly lower than the California state median of $91,905[35]. According to 2022 poverty data, economic hardship continues to impact many residents. Mariposa County's overall poverty rate is 14.3%, with a child poverty rate of 20.6%. This reflects an increase from the 2009 Mariposa Childcare Feasibility Study, which reported a child poverty rate of 17%.[36]



[33] U.S. Census Bureau. American Community Survey (ACS) 5-Year Estimates (2018–2022), Table S1101. Retrieved from https://data.census.gov/
[34] Ibid
[35] U.S. Census Bureau. American Community Survey (ACS) 5-Year Estimates (2018–2022), Table S1101. Retrieved from https://data.census.gov/
[36] KidsData.org (Lucile Packard Foundation for Children's Health). Child Poverty, by County (2022). Retrieved from https://www.kidsdata.org/topic/44/childpoverty/em

Mariposa County's economy is primarily service-based, driven by sectors like tourism—particularly due to its proximity to Yosemite National Park—as well as education and local government employment.[37]

Unemployment rates have improved since the 2009 Feasibility Study was published. The California Employment Development Department revised August 2009 unemployment data shows an unemployment rate of 8.6%. By contrast, as of August 2024, the county's unemployment rate stood at 5.0%, with seasonal fluctuations that reflect the cyclical nature of tourism in the region.[8]

Approximately 43.8% of workers in the county are employed by private companies, followed by 33.6% local, state, and federal government workers, 10.4% private not-for-profit workers, and 10.3% self-employed (non-incorporated) business workers and unpaid family workers. Roughly 1.9% of Mariposa's workers are self-employed in an incorporated business. Median household income has risen significantly since the 2009 Childcare Feasibility Study, increasing from $38,757 to an estimated $65,378 in 2023. However, despite this growth, income levels in Mariposa continue to lag behind the state overall. Mariposa earners receive approximately 68% of the income earned by Californians statewide—a slight decline of 1.2% compared to the county's relative standing in 2009.

Median income for men is $50,522, and $42,207 for Mariposa County women.[38] Within Mariposa County, among individuals aged 15 years and older with income, there were 7,008 men and 6,186 women in the workforce. Among them, 2,905 men were engaged in full-time, year-round employment, while 2,114 women were in full-time, year-round roles.[39]

The industries with the best median earnings for men in 2023 are Public Administration ($94,125), Manufacturing ($81,510), and Educational Services, & Health Care & Social Assistance ($80,625). The industries with the best median earnings for women in 2023 are Public Administration ($60,962), Educational Services, & Health Care & Social Assistance ($57,153), and Finance & Insurance, & Real Estate & Rental & Leasing ($56,250).[40]

Public Assistance and Family Supports

In 2024, Mariposa County maintained an average of 1,897 active households receiving CalFresh benefits (also known as Supplemental Nutrition Assistance Program/SNAP, or

[37] Mariposa County Economic Development Corporation. (2023). Economic Profile. Retrieved from https://www.mariposacounty.org/

[38] https://labormarketinfo.edd.ca.gov/geography/mariposa-county.html. Retrieved August 2025

[39] https://www.neilsberg.com/insights/mariposa-county-ca-income-by-gender/

[40] https://datausa.io/profile/geo/mariposa-county-ca

Food Stamps), supporting a total of approximately 3,137 individual participants.[41] Among CalFresh recipient households, nearly half, 49.8%, include children.[42] This nutrition assistance program continues to serve as a vital resource for low-income residents, helping to address food insecurity across the county.

During the same year, the county supported an average of 206 active households through the CalWORKs program (the California program name for “welfare to work” in the Temporary Aid to Needy Families-TANF program). These households included a total of approximately 550 individual participants, with adults and children both benefitting from the services provided. On average, 164 of these participants were (Mariposa County, Health and Human Services, 2025) adults, while 382 were children, highlighting the program's role in supporting families with young dependents[43]. As of 2023, an estimated 215 children under age five were enrolled in the Women Infants and Children (WIC) program.[44] These figures reflect the county's ongoing commitment to meeting the basic needs of its residents through essential public assistance programs.

These subsidies are processed and issued by Infant/Child Enrichment Services (ICES), a longstanding public-benefit non-profit serving Tuolumne and Mariposa counties. This agency also provides resource and referral services and parenting support, helping families find and afford quality care.[45]

The following table describes the numbers of children served in a subsidy program from Fiscal Year 2019/20 to 2024/25.[46]

[41] Mariposa County, Health and Human Services, CalFresh Data, 2025
[42] Statisticalatlas, Mariposa County; https://statisticalatlas.com/county/California/Mariposa-County/Food-Stamps
[43] Mariposa County Health and Human Services, CalWORKs data, 2025
[44] California WIC Association. (2023). WIC Program Participation Reports. Retrieved from https://calwic.org
[45] https://www.mariposacounty.org/319/Parent-Resources
[46] Infant/Child Enrichment Services, report on childcare subsidy usage, July 2025

Child Care Subsidy Usage Chart

	19/20	20/21	21/22	22/23	23/24	24/25
July	112	112	98	105	101	106
August	124	115	98	105	104	111
September	108	108	95	109	97	106
October	105	102	96	107	99	109
November	115	100	94	108	95	114
December	112	98	95	110	99	112
January	115	95	101	106	99	116
February	107	98	106	111	103	112
March	107	94	117	107	108	116
April	112	99	115	104	110	122
May	102	93	108	101	113	119
June	113	101	104	98	115	122
Total	1332	1215	1227	1271	1243	1365

Procedural and administrative factors may influence the speed with which families access childcare subsidies. Ensuring timely follow-up and streamlined processing could help families utilize available resources more efficiently and support their continued workforce participation.

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Age Demographics and Population Trends

Mariposa County is characterized by an aging population, with a growing proportion of older adults and a relatively small share of young children. According to population projections from the California Department of Finance, the county is expected to experience either a modest decline or stabilization in the number of children over the next 5 to 10 years. Current estimates show that only 3.34% of the county's population is under the age of five, while individuals aged 70 and older make up more than 20% of the total population.[47]

[47] https://www.neilsberg.com/insights/mariposa-county-ca-population-by-age/

Population by Age Group in Mariposa County

Age Group	Population	% of Total Population
Under 5 years	570	3.34%
5 to 9 years	1,022	5.99%
10 to 14 years	747	4.38%
15 to 19 years	682	4.00%
20 to 24 years	647	3.79%
25 to 29 years	773	4.53%
30 to 34 years	1,021	5.98%
35 to 39 years	837	4.91%
40 to 44 years	994	5.83%
45 to 49 years	963	5.64%
50 to 54 years	933	5.47%
55 to 59 years	1,375	8.06%
60 to 64 years	1,487	8.72%
65 to 69 years	1,462	8.57%
70 to 74 years	1,350	7.91%
75 to 79 years	1,112	6.52%
80 to 84 years	542	3.18%
85 years and over	543	3.18%

The majority of households in Mariposa County do not include children, with only 26.3% of households reporting children present and 73.7% without.[48] According to Kidsdata.org, there were an estimated 490 children ages 0–2 and 432 children ages 3–5 living in the county. In total, approximately 2,705 children between the ages of 0 and 17 reside in Mariposa County.

These figures reflect the county's aging population and help explain the complexity related to demand for childcare services.

[48] https://www.kidsdata.org/region/353/mariposa-county/summary#6/demographics

Appendix 3: Funding Landscape and Opportunities

Provider Funding Models

Licensed childcare providers in Mariposa County operate under diverse funding structures that directly impact their financial viability and service capacity. Understanding these models is essential for recognizing the economic challenges and opportunities within the local childcare market.

Private Pay Operations

Many licensed providers rely primarily on private-pay families, where parents pay the full cost of care directly to the provider. The Mariposa County Parent and Guardian Childcare Needs Survey reveals significant variation in families' ability to pay, with affordability being a major concern. Private-pay providers face the challenge of setting rates that both cover their operational costs and remain accessible to families in their community. In low-income areas, providers often struggle to charge rates sufficient to sustain their businesses, as families cannot afford to pay the true cost of quality care.

Mixed Funding Models (Subsidies + Private Tuition)

The most financially viable model for many providers combines private-pay families with children whose care is funded through various subsidy programs. This mixed approach helps stabilize revenue streams and makes care more accessible to diverse families.

California's subsidy system provides multiple reimbursement structures:

Standard Reimbursement Rate (SRR): A uniform statewide rate that provides $9,050 annually for center-based care and $8,931 for family childcare homes serving preschool-age children.

Regional Market Rate (RMR): County-adjusted rates that account for local cost-of-living differences, providing $11,273 annually for centers and $8,152 for family childcare homes.

State Preschool Rate: Targeted funding at $10,114 annually for full-time programs, though this requires meeting higher quality standards with developmentally appropriate curriculum and enhanced staff qualifications.[49]

However, significant challenges exist within the mixed funding model. Providers caring for subsidized children often experience revenue fluctuations due to attendance-based payments, complex reporting requirements, and potential delays in reimbursement.

[49] Legislative Analyst's Office (2016-2017), as reported in "Investing in Early Care and Education: The Economic Benefits for California," Table 3. Breakdown of ECE Costs/Reimbursement Rates by Program, 2016-2017.

Research shows that after covering basic expenses, providers accepting subsidies are typically left with very low earnings, forcing many to finance quality improvements at the expense of their wages.[50]

Grant-Funded and Nonprofit-Operated Programs

Some licensed providers operate through nonprofit organizations or receive dedicated grant funding, which can provide more stable financial foundations. Major public funding streams include:

Head Start: Federally funded programs serving low-income families, with approximately $1.083 billion in funding statewide and serving over 101,000 children.

California State Preschool: State-funded programs with $1.241 billion in appropriations are serving 165,630 children, though nearly 12% of allocated funding goes unused due to provider disincentives.

Transitional Kindergarten: School district-operated programs funded through the Local Control Funding Formula, serving approximately 90,000 children with $808 million in funding.[51]

Grant-funded and nonprofit models often provide more comprehensive support systems, including professional development opportunities, administrative assistance, and connections to additional community resources. However, these programs typically require adherence to specific quality standards, reporting requirements, and operational guidelines that may limit operational flexibility.

Financial Sustainability Issues

Interviews with Mariposa County childcare providers reveal complex operational challenges that directly impact financial sustainability. The expansion of Transitional Kindergarten has created particular difficulties for family childcare providers who must operate under licensing regulations that treat 4-year-olds as preschool-aged rather than school-aged children. When 4-year-olds leave for TK programs, providers face challenges maintaining appropriate age-mixing ratios and enrollment levels, with some having to petition for licensing exceptions to accommodate their changing enrollment demographics.

Providers face numerous operational barriers including location challenges for those outside town limits, vaccination requirements preventing some families from enrolling,

[50] http://www.earlychildhoodfinance.org/downloads/2010/Lessons from Cost Modeling7.27.10.pdf
[51] Investing in Early Care and Education: The Economic Benefits for California," Table 1. Major Public ECE Programs, 2017-2018. Sources: Legislative Analyst's Office, National Head Start Association, California Department of Education.

and restrictive daily operations requiring 10-hour days with no breaks. Finding reliable substitute staff remains a persistent problem, and many providers struggle with business management aspects, citing the need for specialized support such as CPAs knowledgeable about childcare taxation, updated centralized information systems, and training in QuickBooks, budgeting, and contract management.

Since COVID-19, recruitment has become increasingly difficult due to higher wage expectations, shallow candidate pools in rural areas, limited access to educational opportunities, and the inability to pay living wages in many cases.

While nonprofit and grant-funded childcare programs — including Head Start, California State Preschool, and Transitional Kindergarten — currently provide more stable financial support and comprehensive services, they remain vulnerable to shifting federal and state policy priorities. Proposed federal budget cuts and ongoing debates over the future of early childhood education funding could significantly reduce or eliminate key streams like Head Start, making these models increasingly uncertain. This creates a challenging environment for long-term planning, as providers relying on these sources may face sudden funding losses, threaten service continuity and limit their ability to meet growing demand.

The diversity of funding models reflects the complex landscape providers must navigate to maintain financially sustainable operations while serving families across the economic spectrum. Each model presents distinct advantages and challenges that impact provider viability and community access to quality childcare services.

Workforce Development Funding

Workforce development funding represents a critical opportunity to strengthen the early care and education sector in Mariposa County. Given the county's unique economic characteristics—where 71% of businesses are microenterprises with four employees or fewer and nearly half the workforce is employed in the service industry requiring non-traditional hours—strategic access to workforce development investments could simultaneously address childcare shortages while supporting local economic development.

Federal Tax Incentives for Employer Childcare Investment

The Internal Revenue Service offers a significant tax credit that could incentivize Mariposa County employers to invest in childcare solutions for their workforce. The Employer-Provided Childcare Credit (IRC Section 45F) provides employers with a federal tax credit up to $150,000 annually to offset costs associated with providing childcare services to employees.

The credit structure covers two types of qualified expenditures:

- **25% of qualified childcare facility expenditures**, including costs to acquire, construct, rehabilitate, or expand childcare facilities, as well as operating expenses such as employee training, scholarship programs, and increased compensation for childcare workers with higher qualifications
- **10% of qualified childcare resource and referral expenditures**, covering amounts paid under contracts to provide childcare resource and referral services to employees

This federal incentive aligns particularly well with Mariposa County's private sector employers, where the survey findings show that 23% of employers expressed definite interest in providing facilities or renovation support for childcare initiatives, and an additional 32% indicated potential interest. For the county's small businesses—who comprised 18.2% of employer survey respondents and represent the majority of the county's tax-paying business community—this tax credit can reduce the net cost of facility development or operational support by up to 25%, making employer-sponsored childcare solutions more financially viable. Given that 71% of Mariposa County businesses are microenterprises with four employees or fewer, this federal tax incentive could particularly benefit small business collaboratives or consortiums that pool resources to develop shared childcare facilities, supporting both workforce retention goals and the county's broader economic development objectives.

Investments in ECE Training, Stipends, and Scholarships

Mariposa County's rural context creates both challenges and opportunities for workforce development in early care and education. The county's workforce faces distinct challenges: approximately 35% of households earn less than $35,000 annually, yet 23% earn more than $100,000, creating diverse income levels that affect both the demand for and ability to pay for childcare services.

California's early care and education workforce broadly faces significant wage challenges, with childcare workers earning a median wage of just $12.29 per hour and preschool teachers earning $16.19 per hour—both well below living wages.[52] However, targeted workforce development investments can break this cycle by providing financial support for education and training while creating pathways to wage increases tied to educational attainment.

Child Care Initiative Project (CCIP) provides dedicated state funding specifically for home-based childcare capacity and quality improvement. Established in the mid-1980s,

[52] Powell, Anna, Sarah Thomason, and Ken Jacobs. 2019. "Investing in Early Care and Education: The Economic Benefits for California." Berkeley: UC Berkeley Center for Labor Research and Education.

CCIP receives $5 million statewide annually and focuses on helping unlicensed providers obtain licensure, assisting small home-based providers to grow their capacity to serve infants and toddlers, and implementing provider retention strategies. ICES currently receives this funding and uses it to recruit, support, and train people who want to become a licensed Family Child Care Home provider. Additionally, they provide support, technical assistance, and training to license exempt/FFN providers. They are working to reinstate FFN playgroups and mini trainings.

Quality Counts California (QCC) Workforce Pathways Grants are funded by the California Department of Social Services, these grants provide stipends for completing professional learning activities, support for Child Development Permit acquisition, and education and training reimbursement. Due to Mariposa County's limited allocation, Merced County Office of Education operates as a consortium partner with Mariposa to deliver professional learning opportunities for licensed providers. This partnership arrangement helps smaller rural counties like Mariposa access workforce development resources that would otherwise be unavailable.

California Early Childhood Workforce Education Scholarships are available through multiple channels:

- California Child Care Resource & Referral Program (CCCARP) offering scholarships, grants, and tuition reimbursement
- Child Care Provider Professional Development Fund providing grants for professional development expenses
- Community college and university scholarships specifically for ECE program students
- Head Start and Early Head Start programs offering scholarships for providers pursuing required education and experience

Rural-Specific Funding Opportunities

Mariposa County's rural designation creates access to unique funding streams unavailable to urban areas. **USDA Rural Development Programs** offer several relevant opportunities:

Community Facilities Direct Loan & Grant Program provides affordable funding to develop essential community facilities in rural areas with populations under 20,000. This program can fund childcare center construction, equipment purchase, and related project expenses—addressing both workforce development and infrastructure needs simultaneously.

Rural Business Development Grants provide technical assistance and training for small rural businesses, directly applicable to childcare entrepreneurship initiatives. Combined with **Rural Community Development Initiative Grants** available to non-

profit organizations, these programs could support comprehensive childcare workforce development programs tailored to Mariposa's specific needs.

The **USDA-HHS Joint Resource Guide for Rural Child Care** specifically addresses the challenges faced by counties like Mariposa, providing coordinated federal support for both infrastructure and workforce development in rural and tribal communities.

Federal and State Systems Integration

Workforce Innovation and Opportunity Act (WIOA) Funding creates opportunities to integrate childcare training into broader workforce development systems. By qualifying as an Eligible Training Provider, programs can access federal workforce funds administered through county workforce development offices. This approach has been successfully demonstrated in counties like Stanislaus, where childcare entrepreneurship training counts toward welfare-to-work participation requirements.

Child Care and Development Block Grant (CCDBG) Quality Funds have received a significant $725 million federal increase for FY 2024, with substantial portions flowing to California for quality improvement activities including workforce development. These funds specifically target professional development, health and safety training, and program quality enhancement.

First 5 California and Regional Programs resources particularly valuable for serving rural communities. First 5 Mariposa currently receives Small Population County Funding Augmentation from First 5 California, which serves as the primary revenue source to operate First 5 Mariposa County. This funding is fully committed to operating their two existing preschools in Catheys Valley and Lake Don Pedro, which provide critical early learning services in underserved rural areas.

Capital and Infrastructure Funding

Infrastructure development represents a critical foundation for expanding childcare capacity in Mariposa County. Unlike workforce development funding that supports human capital, capital and infrastructure investments address the physical facilities, equipment, and built environment necessary to deliver childcare services. Given Mariposa County's rural geography and limited existing childcare infrastructure, strategic capital investments could significantly expand service capacity while creating sustainable foundations for workforce development initiatives.

Facility Expansion and Capital Improvement Funding

USDA Community Facilities Direct Loan & Grant Program represents the most accessible capital funding source for Mariposa County. This federal program specifically serves rural areas with populations under 20,000, making Mariposa County clearly eligible. The program provides funding to purchase, construct, and improve essential

community facilities including childcare centers, as well as equipment purchases and related project expenses. Unlike many state programs that prioritize urban areas, this federal rural development funding recognizes the unique challenges and opportunities in counties like Mariposa.

Community Development Block Grant (CDBG) Programs offer another avenue for capital investments. Mariposa County's current childcare feasibility study is funded through CDBG Economic Development program resources, demonstrating the county's successful use of these funds for childcare-related planning. Future CDBG applications could target actual facility development, equipment purchases, or infrastructure improvements that support childcare service delivery.

California State Infrastructure Funding historically included childcare facility development, though availability varies significantly by funding cycle. Proposition 1D (2006) provided substantial funding for childcare facility construction and renovation, though these bonds have been largely expended. However, future state infrastructure bonds may include similar provisions. Additionally, the state occasionally releases facility improvement grants through the California Department of Social Services, particularly when federal infrastructure funding becomes available. The County should look for future opportunities through this program.

Community Development Financial Institution (CDFI) Partnerships

Community Development Financial Institutions represent a specialized funding mechanism particularly well-suited for Mariposa County's rural childcare development needs. CDFIs are mission-driven financial institutions that provide responsible and affordable financing to help low-income and under-resourced communities achieve economic growth, specifically targeting rural, urban, Native, and other communities that mainstream finance does not traditionally reach.

CDFI Industry Capacity and Focus

The CDFI industry manages more than $222 billion among over 1,400 certified CDFIs nationwide, with representation in all 50 states, the District of Columbia, Puerto Rico, and Guam. Significantly, CDFI Fund award recipients have provided more than $108 million in loans specifically for childcare services and providers, with an additional $381 million in New Markets Tax Credits and $504 million in Bond Guarantee Program resources deployed to finance childcare facilities and services.[53]

CDFI Childcare Funding Models

Direct Lending Programs: CDFIs provide financial products specifically designed for early care and education businesses, including microloans at competitive rates (such as

[53] https://www.ofn.org/cdfi-impact/

3.5% interest) and traditional business loans. These products are tailored to address the unique challenges of childcare businesses, including labor-intensive models with low profit margins and the need for facility modifications to meet health and safety standards.

Technical Assistance and Capacity Building: Beyond lending, CDFIs offer comprehensive consulting services for childcare providers, including business planning, revenue diversification, and operations management. They also provide capacity building services to enable governments and stakeholders to successfully respond to ECE supply building proposals and implement grantmaking programs.

Leveraged Partnership Models: CDFIs can facilitate traditional banks' entry into childcare markets by taking subordinate positions in loans, allowing banks to participate with reduced risk while expanding access to capital for childcare entrepreneurs.

Strategic Value for Mariposa County

Federal Resource Leverage: CDFIs leverage federal resources awarded through the U.S. Department of the Treasury's CDFI Fund, which are matched dollar-for-dollar with non-federal funds, multiplying the impact of federal investment.

Rural Market Specialization: CDFIs specialize in underserved markets and understand rural business challenges, making them particularly suited for Mariposa County's context. They can provide patient capital with flexible terms and ongoing technical assistance beyond traditional lending relationships.

Gap-Filling Function: CDFIs address market gaps where traditional lenders' conventional loan products are poor fits for ECE businesses, understanding the unique financial challenges of childcare operations including irregular cash flows, seasonal variations, and regulatory compliance costs.

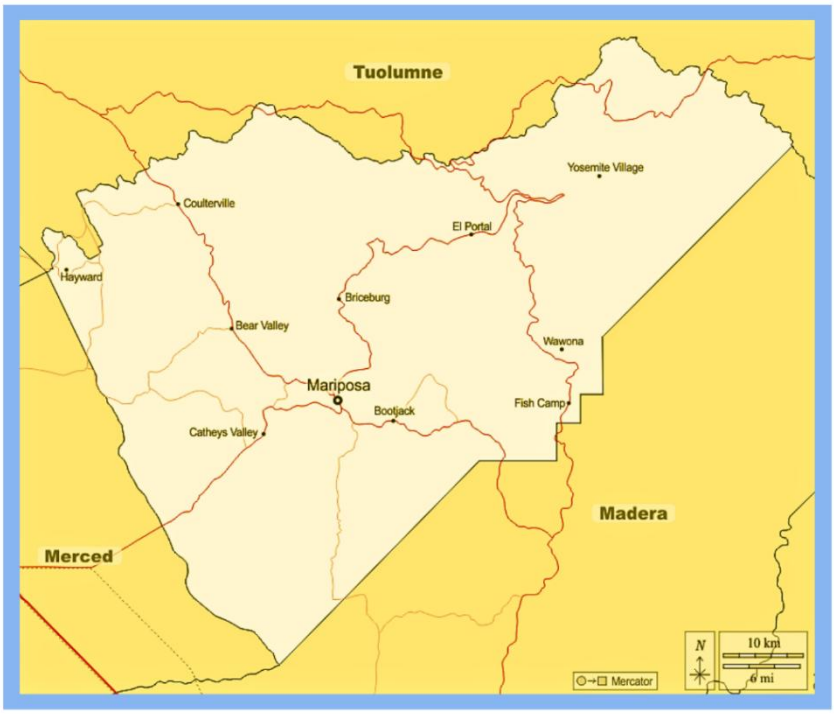
Appendix 4: Transportation & Geographic Barriers

Transportation

Highways

Mariposa County's transportation system is characterized by its rural, dispersed nature and reliance on state highways. Major routes—State Route 49, which weaves north–south across the foothills, and State Route 140, the key connection to Yosemite National Park—are the county's primary conduits for vehicle traffic. These highways serve both residents and the high volume of tourists heading to the park, with additional seasonal access facilitated via Routes 41 and 120.

Mariposa County Highways



Public Transit: Dial-A-Ride, Intercity Buses, and More

Public transportation in Mariposa is modest but vital for many residents. The county operates Mari-Go, a curb-to-curb, demand-responsive dial-a-ride service for general trips across the southern parts of the county, as well as Medi-Trans, a non-emergency

medical transportation service for seniors, people with disabilities, and veterans.[54] For longer-distance travel, the Yosemite Area Regional Transportation System (YARTS) runs fixed-route intercity bus services between Yosemite and gateway communities such as Merced and Mariposa, with expanded service during peak season.

Ride-sharing platforms like Uber are also available; however, pickup times may be slower than in larger cities, and advance booking is recommended to ensure timely service.[55]

School Transport

Mariposa County Unified School District operates regular school bus routes for TK–12 students across its rural area, with additional aide-supported transportation for students with special needs. Some charter schools, like Sierra Foothill Charter, provide bus service within specific areas, while others, such as Yosemite Wawona Elementary Charter, offer no transportation.[56]

Mariposa County School Transportation

School Type / Provider	Transportation Service Provided?	Notes
MCUSD (Public Schools)	Yes — standard routes + aide support	Rural district, aids for special needs
Sierra Foothill Charter School	Yes — limited-area bus service; driver is an employee and school owns the bus	Student transportation details are arranged with the school
Yosemite Wawona Charter School	No transport provided	Families responsible for transit

Geographic Barriers

Mariposa County's iconic natural landscapes draw tourism but pose challenges for residents. Dispersed populations, limited roads, and seasonal weather make travel difficult. These transportation barriers compound childcare challenges: sparse public transit, long commutes, and road closures hinder families' access to care and providers' ability to staff programs. When childcare is far from home or work, many parents reduce hours or exit the workforce, further straining both childcare availability and economic participation.

[54] https://www.mariposacounty.org/DocumentCenter/View/92501/Mariposa-County-SRTP-Final-Report-20211118
[55] https://www.uber.com/global/en/r/cities/mariposa-ca-us
[56] https://www.edjoin.org/Home/JobPosting/1981550

Appendix 5: Emergency Preparedness/Disaster Resilience

Mariposa County faces significant challenges related to emergency preparedness and disaster resilience, particularly due to its high wildfire risk and the occurrence of Public Safety Power Shutoffs (PSPS) events. These events directly impact childcare programs and families, leading to closures and potential evacuations.

- Wildfires and planned power shutoffs (PSPS) cause extended outages that disrupt childcare facilities lacking generators, affecting refrigeration, lighting, and communication. Smoke and poor air quality also limit outdoor play and often force school and childcare closures.
- California law that governs state health, safety, and licensing requirements of all childcare facilities, including family childcare homes includes regulations which cover health and safety, including preservation and preparation of food.[57] Because a power outage impacts the ability to preserve and prepare food, it may be necessary for a childcare center to close during an outage.[58]
- Licensed programs maintain disaster plans and drills, but coordination with county emergency services is mostly informal. The Public Health Emergency Preparedness Coordinator leads response planning for incidents affecting residents, including families with young children.
- Resources are available from the county's official website on general emergency preparedness, including creating family disaster kits, evacuation plans, and "shelter in place" guidelines. The "Support & Aid for Everyone (S.A.F.E.)" program aims to identify special needs populations, which could include families with young children or those relying on power-dependent medical devices, to provide targeted assistance during emergencies.[59]
- Statewide systems like Wireless Emergency Alerts notify the public about disasters and emergencies. Although providers manage their evacuation protocols, the Department of Homeland Security recommends collaboration with local emergency response agencies.in their guide, ***Best Practices in Wireless Emergency Alerts***, used by many Head Start Agencies.[60]

[57] California Code of Regulations, title 22, sections 102351.1 *et seq.* (family childcare homes) and 101151 *et seq.* (childcare centers).
[58] The California Child Day Care Facilities Act ("the Act"), Cal. Health & Safety Code sections 1596.70 et seq
[59] https://www.mariposacounty.org/1215/SAFE-Program
[60] https://www.dhs.gov/sites/default/files/publications/Wireless Emergency Alerts Best Practices_0.pdf

Appendix 6: **Childcare Connections, a Virtual Hub**

Mariposa County may have a unique opportunity to establish a “virtual resource hub” or “cooperative hub network” integrating physical and virtual supports to strengthen Mariposa County’s childcare system. This concept would create a connected, centralized clearinghouse, streamline provider services, and connect and support families. In rural areas, combining a modest physical space with robust virtual tools offers a scalable and efficient way to expand access, efficiency and impact.

1. Centralized Childcare Support Services
    - Licensing Assistance: On-site or virtual support for providers navigating licensing, renewals, and compliance. Space use for ICES or other entities who provide these direct services.
    - Professional Development & Training: Facilitating access to scheduled ICES or other agency workshops in-person and/or online (first aid, CPR, child development, trauma-informed care, etc.).
    - Technical Assistance Hub: Virtual support for business management, accounting software, staffing solutions, and curriculum planning.
2. Resource & Supply Coordination
    - Bulk Purchasing / Centralized Supply Distribution: Coordinating orders for diapers, wipes, snacks, cleaning supplies, PPE, and other essentials for childcare providers. Could be physical (warehouse-style) or organized virtually for pickup/delivery.
    - Donation or Discount Programs: Partnerships with businesses or nonprofits to provide low-cost or free materials, books, learning kits, or outdoor play equipment.
3. Health & Wellness Services
    - Vaccination / Health Hub: Offer periodic vaccination clinics for children, staff, or families; flu shots or COVID vaccines. Could be paired with in-person hub events.
    - Mental Health & Wellness Access: Telehealth or in-person support for childcare staff and families.
4. Transportation & Logistics
    - Transport Coordination Hub: Coordinate rides for children to licensed childcare, camps, or after-school programs. Could also manage emergency transport during natural disasters.

- Virtual Scheduling Tools: Apps or shared calendars for bus routes, carpooling, or provider coverage.

5. Data & Communication Hub
    - Centralized Childcare Database: Virtual platform where families can search available providers, subsidies, waitlists, and hours. Could also track capacity in real time.
    - Communication Portal: Messaging for parents, providers, and county officials during emergencies or closures.
    - Childcare App Integration: Provide access to free or low-cost apps that help with attendance tracking, billing, parent communication, and staff scheduling.
6. Community & Emergency Preparedness
    - Emergency Childcare Deployment: Use the hub to quickly mobilize care during wildfires, storms, or public health crises. Could include temporary shelter, childcare, or remote learning spaces.
    - Virtual Emergency Toolkit: Guides, webinars, or online training for providers and families on disaster preparedness, COVID protocols, wildfire safety, etc.
7. Learning & Activity Hub
    - Curriculum & Activity Bank: A shared virtual library of lesson plans, learning materials, and enrichment activities. Links to available county and provider resources.
    - After-School or Summer Programs: Hybrid model where the hub coordinates programming that can be delivered in person or virtually.

Establishing a provider cooperative hub network would allow small providers to achieve economies of scale through group purchasing of supplies, daycare apps, accounting services, and insurance. This formal cooperative structure would address the economic challenges facing individual providers while improving service quality and business sustainability. Funding for this initiative could come from USDA Rural Business Development grants, which provide technical assistance and training for small rural businesses and promote economic development projects. These grants are available to public bodies, federally recognized tribes, or nonprofit entities serving rural areas, making Mariposa County or a qualified local nonprofit organization eligible to apply for funding to establish and support the cooperative hub infrastructure.

Appendix 7: Licensing

Child Care Licensing

In California, the California Department of Social Services (CDSS), specifically through its Community Care Licensing Division (CCLD), is responsible for licensing childcare providers. This includes both childcare centers and family childcare homes.

The Child Care Licensing Program licenses both Child Care Centers (CCCs) and Family Child Care Homes (FCCHs) in California. Child Care Centers are usually located in a commercial building and Family Child Care Homes are in a licensee's home. Only non-medical care and supervision can be provided in childcare facilities, and care is limited to periods of less than 24 hours. The Child Care Licensing Program ensures that childcare facilities operate according to the California Health and Safety Code and Title 22 of the California Code of Regulations in several ways:

- In-person and online orientations
- Pre-licensing inspections
- Unannounced facility inspections
- Complaint investigations
- Consultations
- Education and technical support, and
- Follow-up inspections

In California, individuals who provide care solely for their own children or those of a relative, along with children from only one additional family, are considered legally exempt from childcare licensure requirements. This category is referred to as license-exempt care.

However, when care and supervision are provided to non-relative children from more than one family—whether in a home or non-residential facility—for periods of less than 24 hours, a childcare license is typically required. State regulations identify specific circumstances under which providers may operate legally without a license. These individuals or facilities are classified as license-exempt under California law.

Family Child Care Home Requirements

To obtain a family childcare home license, interested individuals must attend an orientation. Orientations are scheduled at the local regional offices on a regular basis, statewide, or individuals may participate in an online orientation. There is a nonrefundable orientation fee. Licensed family childcare homes are required to pay an annual licensing fee, as well as other fees.

To qualify for licensure as a Family Child Care Home provider, applicants must meet several key requirements to ensure the health, safety, and well-being of children in their care. All applicants must be at least 18 years old and must reside in the home where care will be provided. A criminal record clearance is required for the applicant and all adults living in the household, along with a current tuberculosis (TB) test.

Applicants must also complete a total of 16 hours of Pediatric Health and Safety training from an EMSA-approved training vendor or an accredited college or university. This training must include instruction in Preventive Health Practices, as well as Pediatric CPR and Pediatric First Aid certification.

For those applying to operate a Large Family Child Care Home, proof of at least one year of relevant experience is required. This experience must be documented and may include previous licensure as a Small Family Child Care Home provider or employment as a teacher or director in a licensed Child Care Center. In Large Family Child Care Homes, an assistant who is at least 14 years old is required when more than six children are in care.

Child Care Center Licensing and Operation Requirements – Updates from 2009-2025

Licensing Authorities & Dual Regulation; California Department of Education, Child Development Division (CDE–CDD)

Childcare centers continue to have the option to become publicly funded Child Care and Development (CCD) programs, overseen by the CDE's Early Education Division (formerly CDD). These programs offer subsidies for low-income families and require compliance with both licensing (Title 22) and CDE-specific (Title 5) regulations, defaulting to the stricter standard when conflicts arise.[61]

Centers must meet all operational, reporting, and educational requirements detailed under Title 5, Division 1, Chapters 19 and 19.5 (§18000–18434).[62]

CCD Program Enhancements & Enrollment Trends

- **California State Preschool Program (CSPP)**: Now the primary state-funded preschool program serving eligible three- and four-year-olds, CSPP consolidates formerly separate programs under one umbrella and includes cultural, developmental, and family support mandates.[63]
- **Enrollment of Two-Year-Olds**: As of **July 2, 2024**, CSPP contractors may enroll two-year-old children (optionally, not required) until **June 30, 2027**. After that date, no new two-year-old enrollments are permitted, though previously enrolled children may continue. Providers must adhere to CSPP requirements including enrollment priorities, documentation, and desired outcomes.[64]
- **Eligibility & Income Thresholds**: Effective **July 1, 2022**, CSPP eligibility income threshold increased to **100% of State Median Income (SMI)** (up from 85%). Eligibility continues to include children with exceptional needs.[65]

[61] California Department of Education
[62] https://www.cde.ca.gov/sp/cd/lr/index.asp
[63] https://www.cde.ca.gov/sp/cd/lr/index.asp
[64] https://www.cde.ca.gov/sp/cd/lr/index.asp
[65] https://www.cde.ca.gov/sp/cd/lr/index.asp

Licensing Process & Documentation

- **Orientation & Application**: Prospective licensees for both FCCHs and CCCs must attend orientation (online or in-person, English/Spanish) via CCLD Regional Offices.[66] The application package for CCCs includes around 15 required forms—such as LIC-200A, LIC-500, LIC-610, LIC-9148—and supporting documentation like organizational bylaws, disaster plans, floor plans, and financial data.[67]
- **Inspections**: Applicants undergo a pre-licensing inspection. After licensure, most facilities receive inspections at least every three years; about 30% are randomly selected annually. Centers on probation or receiving funding may see more frequent inspections.[68]
- **Records & Reporting Requirements** (Licensing):
    - **Child records**: Pre-admission health history/evaluation, immunization records, consent forms, emergency information, admission agreements, medication logs, and personal rights receipts (e.g., LIC-700, LIC-701, LIC-702, LIC-627, LIC-613A).
    - **Personnel records**: Fingerprint clearance (Live Scan), TB clearance, criminal record statement (LIC-508), employee health screening (LIC-503), transcripts, and training certificates (CPR/First Aid, Mandated Reporter).[69]
    - **Administrative records**: Daily attendance logs, facility license display, posted menus and schedules, emergency/disaster plan (LIC-610).[70]

Training, Background Checks & Emergency Preparedness

- **Health & Safety Training**:
    - **New licensees**: 16 total hours—8 hours of Preventive Health & Safety (including lead exposure), 4 hours Pediatric First Aid, and 4 hours Pediatric CPR/AED.
    - **Renewal (every two years)**: 4 hours each of Pediatric First Aid and Pediatric CPR/AED. All training must be EMSA-approved.[71]
- **Mandated Reporter Training (AB 1207)**: Required for all licensed providers; includes a 2-hour general module and a 2-hour provider-specific module with an 80% exam. Certificates are provided; language access is supported for languages meeting certain thresholds.

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[66] https://cdss.ca.gov/inforesources/child-care-licensing/how-to-become-licensed/ccc
[67] https://www.procaresoftware.com/blog/california-child-care-licensing-your-go-to-guide
[68] help.mychildcareplan.org
[69] ibid
[70] ibid
[71] ibid

- **Background Checks**: Fingerprint-based background checks are now conducted via the **Guardian system**, replacing older systems. Updated Provider Information Notices (PINs) provide guidance.
- **Emergency Alerts**: CCLD uses the **Everbridge notification system** for alerts about heat waves, wildfires, PSPS, earthquakes, and more. Providers must keep contact info current.

Lead Testing Requirements

Note that under **AB 2370 (2018)**, licensed childcare centers in buildings constructed before **January 1, 2010,** were required to test drinking water by **January 1, 2023**. If lead levels exceed **5 parts per billion**, remediation actions must be taken. This rule does not apply to FCCHs.[72]

Permits & Professional Qualifications (CDE/Education Titles)

The **Commission on Teacher Credentialing** issues Child Development Permits, which are required for staff in CCD programs and significantly influence qualification expectations for directors and teachers.[73]

- **Assistant**: 6 semester units in ECE/CD or completion of HERO/ROP equivalent.
- **Associate Teacher**: 12 semester units in ECE/CD (with core coursework) plus 50 days of verified experience, or possession of a CDA Credential.
- **Teacher Permit**: Either 24 ECE/CD units (including general education requirements) plus 175 days of experience, or an Associate degree + field experience.
- **Site Supervisor & Program Director Permits**: Require additional administrative coursework, experience, and credentials (e.g. bachelor's degree, supervised field experience).

These structured credentials supersede the more flexible educational requirements described in the Mariposa 2009 Childcare Feasibility Study.

[72] https://www.waterboards.ca.gov/drinking_water/programs/lsicc/?utm_source=chatgpt.com
[73] https://www.ctc.ca.gov/credentials/leaflets/child-development-permits-%28cl-797%29

Childcare Licensing Changes 2009-2025

Topic	2009 Description	2025 Update Highlights
Licensing Oversight	CDSS–CCLD regulates centers and homes	CCLD remains primary licensing authority with 21 regional offices.
CCD Program Option	Centers may apply to CDE for CCD with more requirements	Continues under Title 5/Chapter regulations. CSPP expanded including two-year-olds optionally.
Enrollment Policies	Not specified in 2009	CSPP eligibility up to 100% SMI; two-year-olds allowed until 2027.
Application Process	Generally described	Detailed list of 15 forms and documents required; orientation and inspection steps clarified (Procare Solutions, help.mychildcareplan.org).
Topic	2009 Summary	2025 Update Highlights
Inspections	Implied regular oversight	Defined inspection frequency: 3-year typical, 30% random annual, plus others.
Records	Briefly referenced	Detailed lists of child, personnel, and administrative record requirements.
Training	Health & safety training implied	Prescribed hours (16 initial, 8 standards, etc.) and renewal protocols specified.
Mandated Reporting	Mentioned generally	Formal two-module training with exam, language access noted.
Background Checks	Fingerprinting noted	Now via Guardian system with updated PIN guidance
Emergency Planning	Required plans noted	Everbridge alert system operational; providers must stay subscribed.
Lead Safety	Not covered	AB 2370 mandates lead testing for pre-2010 buildings by Jan 2023.
Staff Qualifications	Based on units, experience, CDA principles	Tied to structured permits (Assistant, Associate Teacher, Teacher, etc.)

Appendix 8: Case Study: Yosemite Valley Public-Private Childcare Partnership

Partnership Overview

The Yosemite Valley childcare initiative demonstrates how strategic partnerships between federal agencies, nonprofits, and private hospitality companies can address critical workforce needs in rural communities. This collaboration between the National Park Service (NPS), Yosemite Conservancy, and Yosemite Hospitality represents an innovative approach to solving childcare access in an employment hub that had become a childcare desert.

The Crisis That Sparked Action

Yosemite Valley serves as a major employment hub for three significant organizations, supporting not only its 337 residents but also many workers who commute to the Valley daily. The childcare challenge became acute when the existing Yosemite National Park Child Care Center (YNPCCC), a nonprofit organization, was forced to close its Yosemite Valley location after being unable to meet California state licensing requirements, leaving the community with no childcare capacity.

The previous Park Superintendent recognized the existential threat this posed, stating that **without adequate childcare, the Park Service couldn't successfully recruit for open positions, which would lead to fewer families living in Yosemite, potentially forcing closure of the local public school, and ultimately threatening community collapse.**

This assessment motivated all three organizations to recognize childcare as essential workforce infrastructure rather than an optional community service.

Partnership Structure and Commitments

Key Partners and Roles

Yosemite Conservancy

- Committed $600,000 over two years contingent on matching funds towards establishing a new childcare center in Yosemite Valley.
- Provides ongoing operational support for El Portal daycare

Yosemite Hospitality

- Matched Yosemite Conservancy's $600,000 commitment towards establishing a new childcare center in Yosemite Valley.

- Contributes ongoing funding for El Portal daycare operations
- Recognizes childcare as critical workforce infrastructure

National Park Service

- Expected to provide additional financial support to ensure full project funding
- Coordinates as the major employer in the Valley

Innovative Funding Mechanism

A critical breakthrough came through philanthropic commitments from Yosemite Conservancy, Yosemite Hospitality, and anticipated public support. By expanding their focus to include childcare, partners demonstrated how established nonprofit, and corporate philanthropy can be mobilized to address urgent community needs without creating entirely new bureaucratic structures.

Implementation and Current Progress

Existing Success: El Portal Operations

The partnership already demonstrates success through significant funding support for the Yosemite National Park Child Care Center's El Portal location, which serves 24 children Monday through Thursday. This collaboration provides operational experience and a foundation of trust between partners while supporting the nonprofit's continued operations.

Future Development: Yosemite Valley Center

After evaluating multiple locations, partners plan to **establish a new childcare center at the medical clinic in Yosemite Valley, scheduled to open Fall 2026 after light renovations**. This iterative location planning process demonstrates the thoughtful, collaborative approach taken to ensure community needs are effectively served.

Financial Investment and Sustainability

The partnership represents a **$1.2 million total commitment** from Yosemite Conservancy and Yosemite Hospitality, with anticipated additional NPS financial contribution to ensure full project funding. This substantial investment recognizes childcare as essential economic development infrastructure.

By aligning philanthropic giving with the long-term needs of park employees and their families, the partners have created a more stable and predictable funding model—one that does not rely solely on short-term grants or annual budget cycles but instead reflects a shared, sustained commitment to community well-being.

Addressing Rural Childcare Challenges

This partnership directly tackles several critical rural childcare barriers:

Geographic Isolation: Locating services at the primary employment center eliminates commute barriers that make combining work and childcare impossible

Economic Sustainability: Creates diversified funding from multiple stakeholders with shared workforce interests

Regulatory Coordination: Successfully navigates complex jurisdictional requirements through collaborative planning

Measurable Outcomes and Impact

Workforce Development Benefits

- **Enhanced recruitment capability** for all three major employers
- **Improved family retention** in the community
- **Strengthened foundation** for local school enrollment
- **Increased community viability** and economic stability

Model Innovation

The partnership demonstrates that **employer-driven funding commitments can be more sustainable than traditional grant programs** because they address direct organizational workforce needs affecting operational effectiveness, creating ongoing investment motivation rather than one-time project funding.

Key Success Factors

Shared Stakeholder Recognition: All three organizations acknowledged childcare shortages as threats to their core operations, creating powerful alignment around a common problem.

Leveraging Philanthropy and Partnerships: Building on existing philanthropic resources and employer contributions, rather than inventing entirely new mechanisms, reduced implementation complexity and accelerated progress.

Phased Approach: Supporting El Portal operations while planning Yosemite Valley development allowed for relationship building and operational learning.

Long-term Commitment: Multi-year funding commitments with anticipated ongoing support demonstrate focus on sustainability beyond startup costs.

Diversified Partnership: Involvement of both public and private employers creates support less vulnerable to single-organization budget changes.

Replication Potential

This model offers applications for other Childcare Deserts in Mariposa County with:

- Multiple major employers sharing workforce challenges
- Existing successful funding mechanisms that could be expanded
- Community leadership willing to coordinate across organizational boundaries
- Recognition of childcare as essential economic infrastructure

Looking Forward

The planned Fall 2026 opening of the Yosemite Valley center will serve as a critical test of this partnership model's effectiveness. Success will be measured through enrollment utilization, employee recruitment improvements across partner organizations, community stability indicators, and financial sustainability.

Beyond immediate service provision, this partnership demonstrates how **strategic collaboration can transform community challenges into opportunities for sustainable solutions**, providing a replicable framework for other rural communities facing similar childcare access challenges.

Appendix 9: Survey Instruments

The following survey instruments included on the pages to follow were used to collect primary data for this report and are provided here for reference.

Employer Childcare Needs Survey - Mariposa County

1. Are you an employer in Mariposa County or the surrounding area? (Required)
   - ☐ Yes
   - ☐ No

2. Please provide your email address (Required)

_____

3. What is the name of your organization or business?

_____

4. How many employees does your organization employ? (Required)
   - ☐ 1-10 employees
   - ☐ 11-25 employees
   - ☐ 26-50 employees
   - ☐ 51-100 employees
   - ☐ 101-250 employees
   - ☐ 251-500 employees
   - ☐ 501 or more, or a large employer with a branch or office in Mariposa

5. Does your organization have difficulty filling vacancies or experience absenteeism? (Required)
   - ☐ Yes
   - ☐ No

6. In your organization, what work schedules are most impacted by absenteeism? (Required)
   - ☐ Never
   - ☐ Rarely
   - ☐ Sometimes
   - ☐ Often
   - ☐ Always

7. In your organization, what work schedules are most impacted in terms of difficulty to fill vacancies? (Required)
   - ☐ Never
   - ☐ Rarely
   - ☐ Sometimes
   - ☐ Often
   - ☐ Always

8. Do most of your employees know about financial assistance available to help them pay for child care? (Required)

- ☐ Yes
- ☐ No
- ☐ Not Sure

9. In what ways would your organization be willing or able to support employees with their childcare needs? (Required)

- ☐ Strongly Disagree
- ☐ Disagree
- ☐ Neutral
- ☐ Agree
- ☐ Strongly Agree

10. May we follow up with you if we have further questions? (Required)

- ☐ Yes
- ☐ No

11. Please provide any ideas that your organization might support to improve childcare resources in the community:

_____

_____

Mariposa County Parent & Guardian Childcare Needs Survey

June 9 – June 30, 2025

Please complete the survey to help us better understand the childcare needs for families in Mariposa County. Your responses are anonymous. This survey takes about 7 minutes.

1. **Name (optional):**

_____

2. **What county do you live in?**

_____

3. **Where do you live/work/have kids in care or school?**

	Mariposa	Other County	N/A
Live In	☐	☐	☐
Work In	☐	☐	☐
Have Kids in School	☐	☐	☐
Have Kids in Childcare	☐	☐	☐

4. **Which of the following describes you best?**
   - ☐ Parent
   - ☐ Foster parent
   - ☐ Legal guardian
   - ☐ Grandparent (non-guardian)
   - ☐ Other relative (non-guardian)
   - ☐ Interested community member
   - ☐ Other: _____

5. **What is your zip code?**
   - ☐ 93623
   - ☐ 95306
   - ☐ 95311
   - ☐ 95318
   - ☐ 95325
   - ☐ 95329
   - ☐ 95338
   - ☐ 95345
   - ☐ 95389
   - ☐ My zip code is not listed: _____

6. **What area would be the best location for childcare? (Choose up to 3)**
   - ☐ Bear Valley
   - ☐ Bootjack
   - ☐ Catheys Valley
   - ☐ Coulterville
   - ☐ El Portal
   - ☐ Fish Camp
   - ☐ Greeley Hill
   - ☐ Hornitos
   - ☐ Hunters Valley
   - ☐ Lake Don Pedro
   - ☐ Mariposa
   - ☐ Midpines
   - ☐ Yosemite
   - ☐ Wawona
   - ☐ Other: _____

7. **Any thoughts on the quality of daycare in the community?**

_____

_____

8. **Are you aware of childcare subsidy programs?**
   - ☐ Yes
   - ☐ No
   - ☐ Maybe

9. **Are your children mainly cared for at home by a parent or guardian?**
   - ☐ Yes
   - ☐ No

10. **Rank your childcare preferences (1 = most preferred, 6 = least preferred):**
    - ___ Cared for at home by a parent or guardian
    - ___ Family, friend or neighbor care
    - ___ Licensed childcare/daycare center
    - ___ Licensed family home
    - ___ Nanny or sitter
    - ___ None of these

11. **How many children do you currently have in childcare?**
    - ☐ 0
    - ☐ 1
    - ☐ 2–3
    - ☐ 4–6
    - ☐ 7 or more

12. **Age ranges of children in care (check all that apply):**
    - ☐ 0–2 years
    - ☐ 3–5 years
    - ☐ 6–13 years
    - ☐ 14–17 years (special needs)
    - ☐ Not applicable

13. **Types of childcare used in the past year (check all that apply):**
    - ☐ Did not use childcare
    - ☐ Family/Friend
    - ☐ Licensed family home
    - ☐ Licensed childcare/daycare center
    - ☐ Preschool (part time)
    - ☐ Preschool (full time)
    - ☐ Private babysitter/Nanny
    - ☐ After school/summer/holiday program
    - ☐ Shared care with other families
    - ☐ TK (Transitional Kindergarten)
    - ☐ Other: _____

14. **Have your childcare needs changed in the past year?**
    - ☐ Decreased hours
    - ☐ Increased hours
    - ☐ Stopped
    - ☐ No change
    - ☐ Other: _____

15. **Do you have barriers to using childcare in the community?**
    - ☐ Yes
    - ☐ No

16. **If yes, describe the barriers:**

_____

_____

17. **When do you need childcare? (Choose up to 5)**
    - ☐ Weekday
    - ☐ Evening
    - ☐ Overnight
    - ☐ Early morning
    - ☐ Weekend
    - ☐ After school
    - ☐ Summer or holidays
    - ☐ All of the above
    - ☐ None of the above

18. **Would you use a new childcare center if one opened?**
    - ☐ Very unlikely
    - ☐ May consider
    - ☐ Possibly
    - ☐ Very likely
    - ☐ Yes, absolutely

19. **Do you feel your childcare needs are being met?**

Statement	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	N/A
My family's childcare needs are met	☐	☐	☐	☐	☐	☐
My after-school care needs are met	☐	☐	☐	☐	☐	☐
My summer programming needs are met	☐	☐	☐	☐	☐	☐

20. **Are you interested in summer care in these programs?**
    - ☐ Parks & Rec (7+ years, full-time, free)
    - ☐ Sierra Foothill/Mariposa Arts Science & Art Camp
    - ☐ Not interested

21. **What types of care/schedules/programs would better meet your needs?**

_____

_____

22. **How much can you afford per child per month?**

Full Time	Part Time
☐ $0–300	☐ $0–300
☐ $301–750	☐ $301–750
☐ $751–1,100	☐ $751–1,100
☐ $1,101–1,400	☐ $1,101–1,400
☐ More than $1,400	☐ More than $1,400
☐ Not applicable	☐ Not applicable

23. **Would you answer a few more personal questions?**
    - ☐ Yes
    - ☐ No

24. **Are you employed (including self-employed)?**
    - ☐ Yes
    - ☐ No

25. **Who is your employer? (optional):**

---

26. **Employment status:**
    - ☐ Full time
    - ☐ Part time
    - ☐ Daily
    - ☐ Weekly
    - ☐ Monthly
    - ☐ Rarely
    - ☐ Never

27. **Age:**
    - ☐ Under 18
    - ☐ 18–24
    - ☐ 25–34
    - ☐ 35–44
    - ☐ 45–54
    - ☐ 55–65
    - ☐ 66 or over
    - ☐ Prefer not to answer

28. **Are you Hispanic or Latino?**
    - ☐ Yes
    - ☐ No

29. **Race/Ethnicity (select all that apply):**
- ☐ White / Caucasian
- ☐ Black / African American
- ☐ Native American
- ☐ Native Hawaiian / Pacific Islander
- ☐ Asian
- ☐ Bi-racial / Multi-racial / Multi-ethnic
- ☐ Other: _____
- ☐ Prefer not to answer

Thank you for taking the time to complete this survey!

CDBG Combined Closeout Package

CDBG Award Number (fill in):	21-CDBG-ED-10006

Checklist

I/we have completed the following forms. Check all that apply.

- [x] Closeout Certification
- [x] Acquired Property Inventory (if applicable)
  - Proof of ownership (e.g., vehicle registration, recorded grant deed, etc.)
- [x] Disencumbrance of Funds Acknowledgment
- [x] Completion Report Acknowledgement
  - Completion Report
- [x] Section 3 Compliance Acknowledgement
- [ ] Section 3 Closeout Report (if applicable)
- [ ] Section 3 Qualitative Efforts (if applicable)
- [x] Affidavit of Posting Notice
  - Proof of postings (e.g., picture of the website posting with date stamp, photo of the document posted in a public place, etc.)
  - Meeting minutes or notes with comments any comments
- [x] If this award included a planning activity, **ALL** of the following are uploaded/attached:
  - Final Product(s)
  - Board Resolution accepting each/all final product(s)
- [ ] If this award included construction activity, **ALL** of the following are uploaded/attached:
  - Recorded Notice of Completion
  - Photo(s) of completed project
- [x] CDBG Combined Closeout Package Signature

Closeout Certification

I (name of authorized representative), Rosemarie Smallcombe, hereby certify that all activities undertaken by the Grantee with funds provided under CDBG Award Number 21-CDBG-ED-10006 have, to the best of my knowledge, been carried out in accordance with the contract agreement; that proper provision has been made by the Grantee for the payment of all costs and claims; that the State of California is under no obligation to make further payment to the Grantee under the contract agreement; and that every statement and amounts set forth in **all Financial Reports** are to the best of my knowledge, true and correct.

The Grantee shall continue to comply with the State CDBG program income reporting requirements.

All costs incurred subsequent to the most recent annual audit period will be audited at the time the Grantee's next annual audit is conducted in accordance with 2 CFR 200, Subpart F. The Grantee will resolve any audit findings relating to both the program and financial aspects of the award. In the event there are any costs which are disallowed by this audit or any subsequent audits which cover CDBG expenditures, and which are sustained by the Department of Housing and Community Development, the amount of such costs shall be returned to HCD.

Acquired Property Inventory

Complete the table below listing any property acquired in whole or in part with CDBG funds or CDBG Program Income in the table below in accordance with the provisions of 24 CFR Part 570.489(k) – Accountability of Real and Personal Property and 24 CFR Part 570.489(e) – Program Income of the HUD CDBG regulations pertaining to property management and program income. Include additional copies of the table if required.

Future disposition of this property shall be carried out in accordance with CFR 24 Sec. 570.489(j) – Change of Use of Real Property for instructions.

Project/Program Name: County of Mariposa	**Award Number:** 21-CDBG-ED-10006

In the table below in the **Proof of Ownership** column, enter the type of proof on record, e.g., title, deed, invoice receipt. In the **% CDBG Funded** column, enter the percentage of the property funded by CDBG award dollars or by CDBG Program Income.

Description of Property	Acquisition Date	Acquisition Cost	Serial # or ID #	Condition	Status	Location	Proof of Ownership	% CDBG Funded
None								%
								%
								%
								%
								%
								%

Disencumbrance of Funds Acknowledgement

This award has unused CDBG Grant Funds.

☑ Yes

☐ No (If "No", skip to the Completion Report Acknowledgement form)

Separate out Grant Funds from Program Income funds and report it on separate lines in the table below and mark whether the funds are Grant Funds or Program Income Funds.

Award Number	Matrix Code	Amount to be Disencumbered	Grant Funds	Program Income Funds
21-CDBG-ED-10006	20A	$32.18	☑	☐
			☐	☐
			☐	☐
			☐	☐
			☐	☐
			☐	☐
			☐	☐
TOTAL		$32.18		

*__Note__: Unused Program Income (PI) dollars will be returned to the grantee's PI balance

Completion Report Acknowledgement

I/We will **upload** a copy of the completed Completion Report concurrently with the submittal of this package.

- [x] Yes
- [ ] No (Grantee will be unable to close out the project/program until report is provided.)

Grantee should not initiate closeout until they can provide a Completion Report.

Section 3 Compliance Acknowledgement

The purpose of Section 3 of the Housing and Urban Development Act of 1968 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Section 3 requirements apply to housing rehabilitation, housing construction, or other public construction projects when the total amount of housing and community development assistance for the covered project activity (not including general administration) meets or exceeds a funding threshold, generally $200,000.

Section 3 compliance requirements should have been established at project set up. Grantees who are uncertain whether Section 3 requirements apply to their project(s) should contact their HCD Representative or Grant Administrator.

1. This project/program was funded prior to November 30, 2020 and is required to comply with the prior HUD Section 3 Rule, found at 24 CFR 135.

☐ Yes (Complete the Section 3 Closeout Report for Contracts Funded **Prior to** November 30, 2020 on the next page.)

☑ No (If "No", answer Question 2 on this form.)

2. This project/program is required to comply with the HUD Section 3 Final Rule, effective on November 30, 2020, and codified at 24 CFR part 75.

☐ Yes (Complete the Section 3 Closeout Report for Contracts Funded **on or After** November 30,2020.)

☑ No

If you answer "No" to both questions above, skip to the Affidavit of Posting Notice form.

Section 3 Closeout Report

(For Awards Funded Prior to November 30, 2020)

Grantee Name:	
Award Number:	
Project Name:	
Project Location (Address):	
County or Metropolitan Service Area (MSA) Where Project is Located:	
Report Date:	

Please complete the tables below showing Section 3 hires for Grantee and any subrecipients and contracting opportunities for this project/program. Copy this page and attach to report if you need additional rows.

Job Category	Number of New Hires	Number of Section 3 New Hires	Number of Section 3 Trainees
Category Totals:			

Construction Contracts		
1	Total **dollar amount** of construction contracts awarded	
2	**Dollar amount** of construction contracts awarded to Section 3 businesses	
3	**Percentage** of total construction contract dollars awarded to Section 3 business (Row 2 divided by Row 1)	0.00%
4	**Number** of Section 3 businesses that received construction contracts	
Non-Construction Contracts		
1	Total **dollar amount** of non-construction contracts awarded	
2	**Dollar amount** of non-construction contracts awarded to Section 3 businesses	
3	**Percentage** of total non-construction contract dollars awarded to Section 3 businesses (Row 2 divided by Row 1)	0.00%
4	**Number** of Section 3 businesses that received non-construction contracts	

***Non-construction** contracts are often construction-related contracts for professional services like landscaping, pest control, accounting, architecture, legal services, engineering etc.

Section 3 Closeout Report

(For Awards Funded On or After November 30, 2020)

Grantee Name:
Award Number:
Project Name:
Project Location (Address):
County or Metropolitan Service Area (MSA) Where Project is Located:
Report Date:

Please complete the table below showing labor hours on this contract and percentages as of the date of this report. Remember, if you have multiple projects under this contract, this report should show combined (roll-up) hours for the entire contract (program) as well as percentages based on these totals. Individual project information should be maintained in Grantee records.

For reference the Section 3 "safe harbor" benchmarks are:

- Section 3 Workers make up at least 25% of the total project's hours

  AND

- Targeted Section 3 Workers make up at least 5% of the total project's hours by the time of project closeout.

	Hours	Percent of Total Labor Hours	Safe Harbor Benchmark Met? (Y/N)
Total Labor Hours to Date:			
Total Section 3 Labor Hours to Date:			
Targeted Section 3 Labor Hours to Date:			

Section 3 Qualitative Efforts Description

This form is only required for Grantees whose project was **funded on or after** November 30, 2020 **and** whose labor hour benchmarks for Section 3 Workers (25% of a total project's hours) **AND** Targeted Section 3 Workers (5% of a total project's hours) are not anticipated to be met by the time of project closeout. Grantees should maintain records for HUD review to document any efforts checked.

Award Number:
Grantee:

Please read the following list of qualitative efforts that may be undertaken to comply with Section 3 and **check ALL that applied to your organization during the course of this CDBG project.** Note that these actions are associated with your organization and do not need to be associated with the particular CDBG project. For more information consult the Community Planning and Development (CPD) Notice at https://www.hud.gov/sites/dfiles/OCHCO/documents/2021-09cpdn.pdf.

- ☐ Outreach efforts to generate job applicants who are Public Housing Targeted Workers
- ☐ Outreach efforts to generate job applicants who are Other Funding Targeted Workers
- ☐ Direct, on-the-job training including apprenticeships
- ☐ Indirect training such as arranging for contracting for, or paying tuition for, off-site training
- ☐ Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching)
- ☐ Outreach efforts to identify and secure bids from Section 3 business concerns
- ☐ Technical assistance to help Section 3 business concerns understand and bid on contracts

- [ ] Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns
- [ ] Provided or connected residents with assistance in seeking employment including drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services
- [ ] Held one or more job fairs
- [ ] Provided or connected residents with supportive services that can provide direct services or referrals
- [ ] Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview coaching, uniforms, test fees, and/or transportation
- [ ] Assisted residents with finding childcare
- [ ] Assisted residents to apply for or attend community college or a four-year educational institution
- [ ] Assisted residents to apply for or attend vocational/technical training
- [ ] Assisted residents to obtain financial literacy training and/or coaching
- [ ] Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns
- [ ] Provided or connected residents with training on computer use or online technologies
- [ ] Other (Please describe below.)

Affidavit of Posting Notice

I, (Name of Poster) Rosemarie Smallcombe, hereby certify that on the 4th day of November (month), 2025 (year), the notice of public meeting to discuss closure and remittal of remaining funds, if any, under the California Department of Housing and Community Development, Community Development Block Grant Program was posted at the following 4 (number) locations, and was available to the public from 10/23/2025 (date) to 11/4/2025 (date).

Location 1:	Mariposa Gazette
Location 2:	Mariposa County Website
Location 3:	Planning Department Display Case
Location 4:	Mariposa County Development Services (Facebook)

**If the notice was posted at additional locations, please check this box ☐ and attach an additional page listing the additional locations.

Signature of Poster

Will Fassett, Mariposa County, Community Des

Organizaton and Title of Poster

I, (name) Will Fassett, employee or officer of the County of Mariposa (city, county, or jurisdiction name), State of California, hereby certify the above and foregoing is true and correct. Dated at Mariposa Government Center (location), California, this 4th (date) day of November (month), 20 25.

Signature of Employee or Officer

Title of Employee or Officer

(Poster and Employee/Officer signatories must not be the same person)

CDBG Combined Closeout Package Signature

I, the undersigned, hereby certify that all representations made and/or information provided in this combined closeout package and any referenced uploads or attachments is, to the best of my knowledge, true. I further state that my signature below will serve as signature for each of the completed forms in this package as well as for the CDBG Combined Closeout Package taken as a whole.

Additionally, I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.

Date: _____

Rosemarie Smallcombe, Board of Supervisors Chair

Name and Title of Official Authorized in the Resolution

Signature of Official Authorized in the Resolution

Completion Report

Grantee Name: County of Mariposa

Grantee Address: 5100 Bullion Street

(Number and Street)

PO Box 2039

(City, State, Zip Code)

Activity Title: Planning

Award #: 21-CDBG-ED-10006 **Completion Date:** 10/5/2025

Program Year: 2021 **Matrix Code:** 20A – State Planning-Only Activities

I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.

Date:

Rosemarie Smallcombe, Board of Supervisors Chair

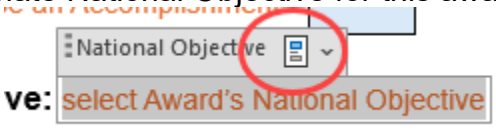
Name and Title of Official Authorized in the Resolution

Signature of Official Authorized in the Resolution

Instructions: Select the appropriate Accomplishment type and National Objective from the dropdown menus below.

Accomplishment: Click anywhere in the orange 'Choose an Accomplishment' text. Once you see the upside-down triangle (▼), select the appropriate accomplishment metric from the drop-down menu.

National Objective: Click anywhere in the orange 'select Award's National Objective' text. Once you see the below screenshot, click on the small menu icon as pictured below. Select the appropriate National Objective for this award.



Accomplishments

Accomplishment Narrative:

As part of this project, a comprehensive feasibility study was completed, which examines Mariposa County's childcare needs and barriers and identifies a framework of viable solutions tailored to the community's unique rural context.

The number of "jobs retained" that are listed below are based on estimates from the study's childcare provider information. Race/ethnicity is extrapolated from census-level data, and income information is based on compensation data from the Institute for Research on Labor and Employment at UC Berkeley California Workforce Study on Early Educator Compensation. The median hourly wage in a childcare center in California is $16 for an assistant, $19 for a lead teacher, and $26 for directors and administrators according to the workforce study.

Number of jobs created/retained: **42**

National Objective:

LMJ - Low/Mod Jobs

Race/Ethnicity

	Race	Hispanic/ Latino
White	**38**	**6**
Black / African American		
Asian	**1**	
American Indian / Alaskan Native	**1**	
Native Hawaiian / Other Pacific Islander		
American Indian / Alaskan Native & White		
Asian & White		
Black / African American & White		
American Indian / Alaskan Native & Black / African American		
Other / Multi-Racial	**2**	
Total	**42**	

Income Information

	Job Count
Extremely Low (0-30% AMI)	
Low (31-50% AMI)	**12**
Moderate (51-80% AMI)	**30**
Non-Low/Moderate	
Total	**42**

Jobs Created / Retained

	Total Job Count		Total Weekly Hours	
	Full Time	Full Time Low / Mod	Part Time	Part Time Low / Mod
Actually Created				
Actually Retained	**42**			
Total	**42**			

Jobs Created

*Of the Jobs Created, Number of **Jobs** With Employer Sponsored Health Care Benefits*	**N/A**
*Of the Jobs Created, Number of **Persons** Unemployed Prior to Taking Jobs Created Under This Activity:*	**N/A**

Jobs Retained

Of the Jobs Retained, Number of Jobs With Employer Sponsored Health Care Benefits:	**N/A**

Types of Jobs Created/Retained

	Jobs Created	Jobs Retained
Officials and Managers		
Professional		**5**
Technicians		
Sales		
Office and Clerical		
Craft Workers (Skilled)		
Operatives (Semi-Skilled)		
Laborers (Unskilled)		
Service Workers		**37**

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-449

MEETING: November 4, 2025

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: **PUBLIC HEARING:** Resolution to Adopt a Mitigated Negative Declaration with a Mitigation, Monitoring, and Reporting Program and Approve the Design Documents for the Mariposa Creek Parkway Hillside Trails Project (SCH: 2025091254), Mariposa County Owner, Assessor Parcel Numbers: 012-140-034, 012-143-007, 012-143-008, 012-140-039, 013-190-008, 012-130-028, and 012-130-016

RECOMMENDATION AND JUSTIFICATION

PUBLIC HEARING: Resolution to Adopt a Mitigated Negative Declaration with a Mitigation, Monitoring, and Reporting Program and Approve the Design Documents for the Mariposa Creek Parkway Hillside Trails Project (SCH: 2025091254), Mariposa County Owner, Assessor Parcel Numbers: 012-140-034, 012-143-007, 012-143-008, 012-140-039, 013-190-008, 012-130-028, and 012-130-016

In 2023, the Planning Department was awarded a grant from the Sierra Nevada Conservancy to design shovel-ready trails on the hillside above Mariposa Creek, southwest of the Town of Mariposa. One of the primary deliverables of this project is to complete the CEQA analysis and permitting for the trails. Provost and Pritchard, subconsultants for the County, prepared an Initial Study and Mitigated Negative Declaration (IS/MND) for the project. Public comment for this IS/MND began on August 28, 2025, and closed on September 29, 2025. Two comments were received: one from the California Department of Fish and Wildlife and one from the California Department of Transportation. The responses to these comments are attached, and all changes are reflected in the IS/MND. Since the changes did not decrease the proposed mitigation measures, reopening public comment was not necessary. A full project description and maps of the project area are attached.

Project Summary

The Hillside Trails Project proposes to construct approximately 12.3 miles of nature trails branching off the planned Phase III section of the Mariposa Creek Parkway Trail. The total project area consists of approximately 235 acres. Trail widths would vary from two to eight feet. The intent of the proposed project is to bring a balance of recreation, adventure, and tranquility to the area. Amenities and features will include shaded benches, trailheads at the County Park and off Martin Road, ADA paths, mountain bike trails, overlooks, and vault-style toilets. The proposed trail project also includes management and maintenance strategies outlined in the Mariposa Forest Management Plan, including the use of herbicide, cultural and prescribed burning, and prescribed grazing to control invasive vegetation, as well as irrigation to support plantings of native vegetation.

*See attachements for additional details.

BACKGROUND AND HISTORY OF BOARD ACTIONS

July 12th, 2022
Res 2022-419: Board adopted a resolution approving the submittal of an application for a Sierra Nevada Conservancy Vibrant Recreation and Tourism Grant for the Mariposa Creek Parkway Phase III Recreation and Resiliency Enhancements

April 11th, 2023
Res 2023-201: Board approved an agreement with WRT, Inc to conduct the Mariposa Creek Parkway Phase III Hillside Recreation and Resiliency Project Design and Permitting

June 6th, 2023
Res 2023-303: Approve the First Amendment with WRT, Inc. Increasing the Amount by $40,000, for a New Amount Not to Exceed $472,000, for Design and Permitting for the Mariposa Creek Parkway Phase III Hillside Recreation and Resiliency Project; and Authorize the Board of Supervisors Chair to Sign the Amendment

August 20th, 2024
Informational Project Update to the Board of Supervisors

July 8th, 2025
Res 2025-285: Approve Second Amendment with WRT, Inc Adjusting the Cost Proposal, for Design Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Failure to adopt the Mitigated Negative Declaration would result in a requirement to establish a basis for denial with findings. The
project would not advance and would result in a failure to complete the grant project.

FINANCIAL IMPACT

Adoption would have no financial impact. If denied, the grant project would not be complete, and the County may be required to return grant funds.

ATTACHMENTS

1. **Attachment A- Project Description and Vicinity Map**
2. **Attachment B- Mariposa Creek Parkway Hillside Trails Final ISMND**
3. **Attachment C- Response to Comments**
4. **Attachment D- Mitigation, Monitoring, and Reporting Program**
5. **Attachment E- Resolution**
6. **Attachment F- Design Documents**
7. **Attachment G- Draft Stewardship Guidebook**
8. **Attachment H- Presentation**

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

Project Description

Project Background

Project Title

Mariposa Creek Parkway Phase III Hillside Trails Project

Project Location

The proposed trail project is located within the unincorporated community of Mariposa in Mariposa County, California, approximately 110 miles southeast of Sacramento and 150 miles northwest of Bakersfield. The centroid of the Project site is .37° 28' 51.68" W, 119° 58' 15.87" W.

General Plan Designation and Zoning

Table 0-1: General Plan Land Use Designation and Zoning District

Project Area	General Plan Designation	Zoning District
ONSITE	Mariposa Town Planning Area Town Plan - Expanded Mariposa Town Planning Area	MHZ: Mountain Home SR-20: Scenic Resources-20 acres SR: Scenic Resources - - 5 acres P/Q-P: Public/Quasi Public
ADJACENT LANDS	Mariposa Town Planning Area Town Plan - Expanded Mariposa Town Planning Area	GC: General Commercial MHZ: Mountain Home MFR: Multi-Family Residential SR-20: Scenic Resources-20 acres SR: Scenic Resources – 5 acres P/Q-P: Public/Quasi Public SFR-9K: Single Family Residential, 9,000 square feet

Description of the Project

Project Background and Purpose

The Mariposa Town Planning Area (TPA) Town Plan identifies the Mariposa Creek Parkway as a priority project with multiple social, economic, and environmental benefits. The Mariposa TPA Town Plan states the following:

"The Park will provide a pedestrian and bicyclist corridor...wide enough for two-way traffic...for walkers, joggers, or bicyclists...will tie together a number of tourist facilities and destinations...residents near the park will also use the creek trail."

Since it was first described in the Mariposa TPA Town Plan, a creek parkway trail system has been further recommended and refined in a range of other collaborative planning and design processes, highlighted by the Mariposa Creek Parkway Master Plan. Funded by a grant from Caltrans, the County began work on the master plan in 2018. The master plan process relied on extensive community engagement to develop a comprehensive vision for the creek corridor, and to define priority actions for implementing that vision. On January 28, 2020, the Mariposa Creek Parkway Master Plan was adopted.

Though the Mariposa Creek Parkway Master Plan focuses its attention on the creek corridor, the proposed Mariposa Creek Parkway Phase III Hillside Trails Project ("Hillside Trails Project") focuses on the hillside on

the west side of the creek corridor. Although the proposed Project is not specifically called out in the master plan, the hillside trails would extend the existing creek parkway trail system, provide a connection to the Phase III segment of the Creek Parkway and Highway 140/Martin Road, and increase recreational opportunities for local residents and visitors alike.

The conceptual design has been developed with a significant amount of community input and guidance on aesthetics, recreational features, and ecological performance.

The Project would achieve the following objectives:

1. Promote health, wellness, and trail stewardship by creating a catalytic trails project for Mariposa County.
2. Consider multiple functions for sustainable trails relating to restoration and wildfire resiliency.
3. Provide a range of trail types from ADA accessible to more challenging trails that cater to both the local population and visitors alike.
4. Bring trail users to a variety of destinations and trail routes to encourage trail users to return again and again.
5. Plan for a hierarchy of trailheads within the system while promoting the use of active transportation to access the site.
6. Expand the reach of the Mariposa Creek Parkway and its trailheads.
7. Provide outdoor education and environmental values.

Project Description

The Hillside Trails Project proposes to construct approximately 12.3 miles of nature trails branching off the planned Phase III section of the Mariposa Creek Parkway Trail. The total Project area consists of approximately 235 acres. Trail widths would vary from two to eight feet. The intent of the proposed project is to bring a balance of recreation, adventure and tranquility to the area. The new trails would be divided into four different segments based on their location and intended purpose. These lengths are an estimate and include the following:

Front-Country Trails

- 0.8- and 1.6-mile stacked loops from the Mariposa Creek Parkway
- Trail running grades 5-7%

Destination Trails

- 1.6-mile trail from Mariposa Creek Parkway up to overlook
- 2.8-mile trail from Mariposa Creek Parkway up to highpoint of the site
- Trail running grade 5-8%
- Opportunity for more technically challenging trails

Oak Woodland Trails

- 1.6-mile woodland loop from proposed trailhead
- 0.7-mile trail from proposed trailhead up to high point of the site
- Trail running grades <5%
- Opportunity for more accessible trails

Park Trails

- 2.5-mile loop option from the County Park
- 1.9-mile trail from County Park to overlook
- Trail running grade 4-8%

Trail Amenities and Features

The proposed Project would include various amenities and features within the trail system. They are anticipated to include the following if possible:

- Shaded benches
- Scenic viewpoints
- Restrooms with drinking fountains The restroom at Upper Martin Road will be a vault-style toilet which does not require running water. The drinking fountain will be eliminated
- Ecological restoration areas
- Educational signage
- Pet facilities (i.e., waste bags and waterspouts)
- Americans with Disabilities Act (ADA) accessible routes
- Bike racks, repair, and wash station
- Isolated meditation areas
- Swing benches
- Large gathering spaces with table seating
- Exercise stations
- Outdoor classroom
- Bike jumps
- Bird blinds
- Hitching post
- Parking
- Conservation zones

The proposed trail Project also includes management and maintenance strategies that are proposed in the Mariposa Forest Management Plan, including the use of herbicide, cultural and prescribed burning, and prescribed grazing to control invasive vegetation as well as irrigation to support any plantings of native vegetation.

The Project will not be creating a new public water system. The drinking fountain/water bottle filling station will be located between the tennis courts at the Mariposa County Park. The Mariposa County Park is serviced by the Mariposa Public Utility District(MPUD). There will be no water services at the upper trailhead off of Martin Road.

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The Project is expected to encourage the following uses:

- Hiking
- Scenic viewing
- Mountain biking
- Picnicking
- Dog walking
- Learning
- Bird watching
- Group gatherings
- Trail running
- Meditating or Meditation
- Horseback riding

ZONE AMENDMENT

The Project would also require a zone amendment for the Project parcels that are currently not zoned Public Quasi-Public.

Construction Schedule

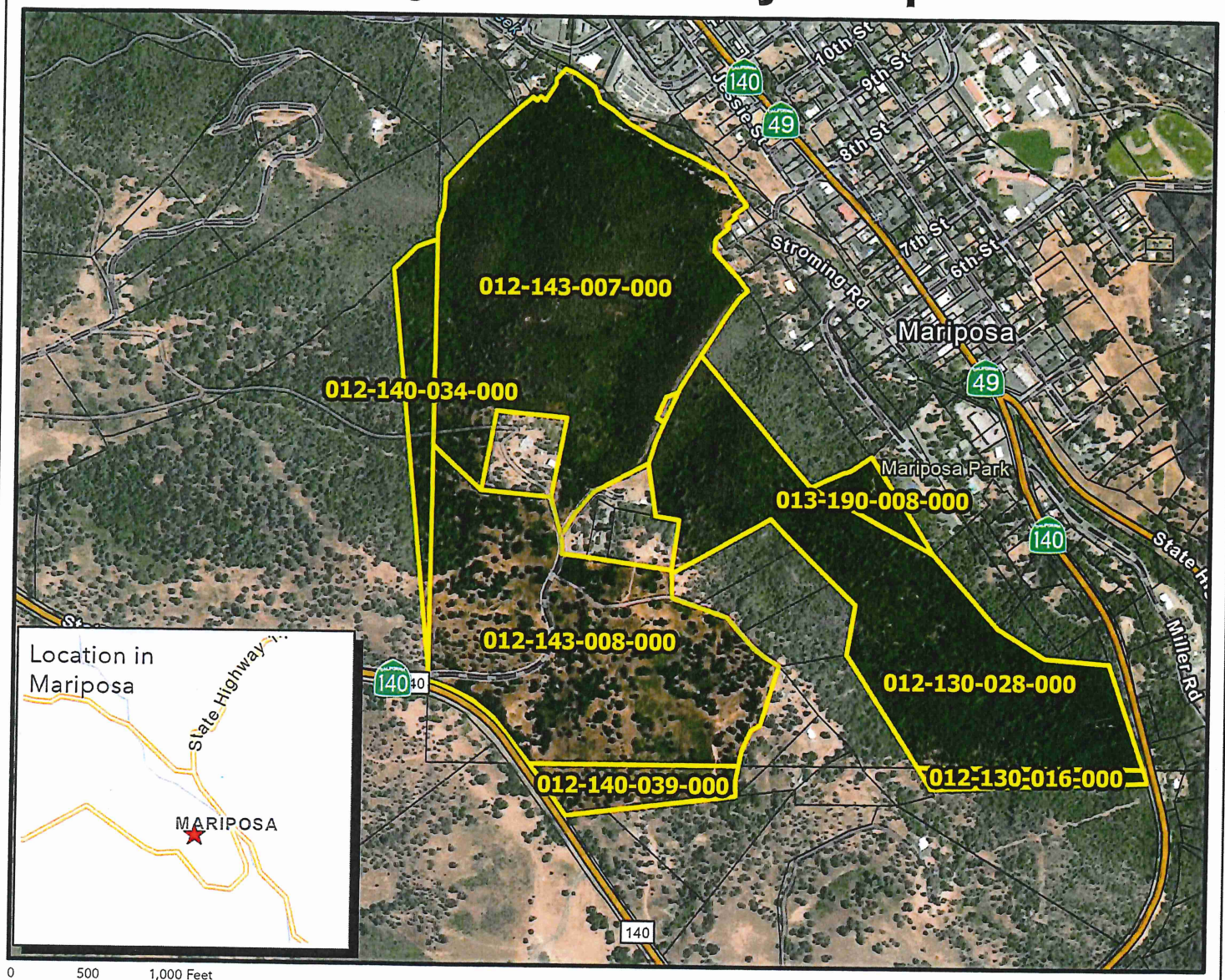
While construction funding or schedule is not identified, construction of the Hillside Trails Project is anticipated to generally occur between the months of April and October, outside of the rainy season.

Operation and Maintenance

Operation and Maintenance (O&M) of the Project would be handled by the Mariposa County Public Works Department, Road and/or Parks and Recreation Divisions. O&M would include the following:

- Mowing – Mowing each side of trail where applicable.
- Pruning - Prune woody limbs and shrubs near sides of trail.
- Removal of Trees/Limbs - Evaluation/removal of unhealthy or dead trees and limbs. Fallen trees may remain as access control and to minimize disturbance.
- Signage - Maintain directional and informational signs.
- Trail Surface – Restore, regrade, clean and/or resurface when necessary.
- Litter Pick Up - Trailside-litter pickup. Access area litter pickup. Encourage continued user "carry-in, carry-out" policy.
- Trash Collection - Removal of trash from receptacles at access areas.
- Lighting – maintain functional safety lighting (replace luminaires, repair outages)
- Restroom – cleaning of restroom and pumping of vault
-

Mariposa County Planning Department
Project Vicinity Map



MARIPOSA CREEK PARKWAY HILLSIDE TRAILS PROJECT

Coordinate System: NAD 1983 State Plane California III FIPS 0403 Feet
Map Date: Tuesday, August 26, 2025
Data Source: Mariposa County Planning Department GIS; Assessor's Parcel Map Update: 09/2023
Map Credit: Ethan Smith, GIS Specialist

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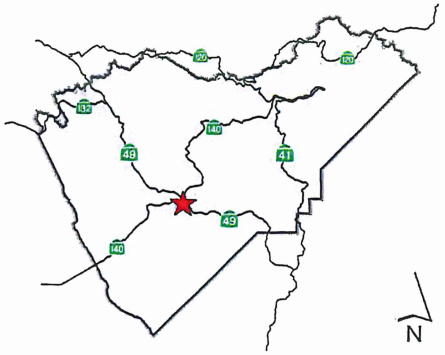

Location in Mariposa County

S:\Admin\Projects\2025\Hillside Trails\Hillside Trails.aprx

MARIPOSA COUNTY

MARIPOSA CREEK PARKWAY PHASE III HILLSIDE TRAILS PROJECT

INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

SCH NO. 2025081254
MARIPOSA COUNTY
NOVEMBER 2025

PREPARED FOR:
Mariposa County
5100 Bullion Street, Mariposa, CA 95338

PREPARED BY:
PROVOST & PRITCHARD CONSULTING GROUP
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APPENDICES

Appendix A – CalEEMod Output Files
Appendix B – Biological Resources Evaluation
Appendix C – Class III Inventory/ Phase I Survey Report

ACRONYMS & ABBREVIATIONS

AB ..... Assembly Bill
BMP ..... Best Management Practices
CalEEMod ..... California Emissions Estimator Modeling (software)
CAL FIRE ..... California Department of Forestry and Fire Protection
CARB ..... California Air Resources Board
CCAA ..... California Clean Air Act
CCIC ..... Central California Information Center
CDFW ..... California Fish and Wildlife
CEQA ..... California Environmental Quality Act
CGP ..... Construction General Permit
CH_4 ..... Methane
CNDDB ..... California Natural Diversity Database
CNPS ..... California Native Plant Society
CO ..... Carbon monoxide
CO_2 ..... Carbon dioxide
CO_2e ..... Carbon dioxide equivelent
County ..... Mariposa County
dBA ..... A-weighted decibels
DBH ..... diameter at breast height
DTSC ..... Department of Toxic Substances Control
EIR ..... Environmental Impact Report
FMMP ..... Farmland Mapping and Monitoring Program
GHG ..... Greenhouse Gas
GWP ..... Global Warming Potential
IS ..... Initial Study
IS/MND ..... Initial Study/Mitigated Negative Declaration
Lmax ..... maximum instantaneous noise level
MCAB ..... Mountain Counties Air Basin
MCAPCD ..... Mariposa County Air Pollution Control District
MMRP ..... Mitigation Monitoring and Reporting Program
MND ..... Mitigated Negative Declaration
MPUD ..... Mariposa Public Utility District
MT ..... Metric Tons

NAHC ..... Native American Heritage Commission
ND ..... Negative Declaration
NO_2 ..... Nitrogen Dioxide
NOx ..... Nitrogen Oxides
NPDES ..... National Pollutant Discharge Elimination System
O_3 ..... Ozone
O&M ..... Operation and Maintenance
Pb ..... Lead
PG&E ..... Pacific Gas & Electric Company
PM_{10} ..... particulate matter 10 microns in size
$PM_{2.5}$ ..... particulate matter 2.5 microns in size
ppb ..... parts per billion
ppm ..... parts per million
PPV ..... Peak Particle Velocity
Project ..... Mariposa Creek Parkway Phase III Hillside Trails Project
ROG ..... Reactive Organic Gases
SO_2 ..... Sulfur Dioxide
SR ..... State Route
SRA ..... State Responsibility Area
SWPPP ..... Storm Water Pollution Prevention Plan
SWRCB ..... State Water Resources Control Board
TPA ..... Town Planning Area
USACE ..... United States Army Corps of Engineers
USEPA ..... United States Environmental Protection Agency
USFWS ..... United States Fish and Wildlife Service
µg/m3 ..... micrograms per cubic meter
VMT ..... vehicle miles traveled

1 INTRODUCTION

Provost & Pritchard Consulting Group (Provost & Pritchard) has prepared this Initial Study/Mitigated Negative Declaration (IS/MND) on behalf of the County of Mariposa to address the potential environmental effects of the Mariposa Creek Parkway Phase III Hillside Trails Project (Project). This document has been prepared in accordance with the California Environmental Quality Act (CEQA), Public Resources Code Section 21000 et seq. The County is the CEQA lead agency for this Project.

The site and the Project are described in detail in Chapter 2 Project Description.

1.1 REGULATORY INFORMATION

An Initial Study (IS) is a document prepared by a lead agency to determine whether a project may have a significant effect on the environment. In accordance with California Code of Regulations Title 14 (Chapter 3, Section 15000, *et seq.*)-- also known as the CEQA Guidelines--Section 15064 (a)(1) states that an environmental impact report (EIR) must be prepared if there is substantial evidence in light of the whole record that the Project under review may have a significant effect on the environment and should be further analyzed to determine mitigation measures or project alternatives that might avoid or reduce project impacts to less than significant levels. A negative declaration (ND) may be prepared instead, if the lead agency finds that there is no substantial evidence in light of the whole record that the project may have a significant effect on the environment. An ND is a written statement describing the reasons why a proposed Project, not otherwise exempt from CEQA, would not have a significant effect on the environment and, therefore, why it would not require the preparation of an EIR (CEQA Guidelines Section 15371). According to CEQA Guidelines Section 15070, a ND or *mitigated* ND shall be prepared for a project subject to CEQA when either:

a. The IS shows there is no substantial evidence, in light of the whole record before the agency, that the proposed Project may have a significant effect on the environment, or
b. The IS identified potentially significant effects, but:
    1. Revisions in the project plans or proposals made by or agreed to by the applicant before the proposed MND and IS is released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effects would occur is prepared, and
    2. There is no substantial evidence, in light of the whole record before the agency, that the proposed Project as revised may have a significant effect on the environment.

1.2 DOCUMENT FORMAT

This IS/MND contains six chapters. Chapter 1 Introduction, provides an overview of the Project and the CEQA process. Chapter 2 Project Description, provides a detailed description of proposed Project components and objectives. Chapter 3 Determination, the Lead Agency's determination based upon this initial evaluation. Chapter 4 Environmental Impact Analysis presents the CEQA checklist and environmental analysis for all impact areas, mandatory findings of significance, and feasible mitigation measures. If the Project does not have the potential to significantly impact a given issue area, the relevant section provides a brief discussion of the reasons why no impacts are expected. If the Project could have a potentially significant impact on a resource, the issue area discussion provides a description of potential impacts, and appropriate mitigation measures and/or permit requirements that would reduce those impacts to a less than significant level. Chapter 5 Mitigation, Monitoring, and Reporting Program (MMRP), provides the proposed mitigation measures, implementation timelines, and the entity/agency responsible for ensuring implementation. Chapter 6 References, details the documents and reports this document relies upon to provide its analysis.

The California Emissions Estimator Modeling (CalEEMod) Output Files, Biological Resources Evaluation, and Class III Inventory/ Phase I Survey Report, are provided as technical Appendix A, Appendix B, and Appendix C respectively, at the end of this document.

2 PROJECT DESCRIPTION

2.1 PROJECT BACKGROUND

2.1.1 PROJECT TITLE

Mariposa Creek Parkway Phase III Hillside Trails Project

2.1.2 LEAD AGENCY NAME AND ADDRESS

Mariposa County
Planning Department
5100 Bullion Street, Ste 1
Mariposa, CA 95338

2.1.3 CONTACT PERSON AND PHONE NUMBER

Ben Goger
Senior Community Design and Development Planner
(209) 966-5151

2.1.4 CEQA CONSULTANT

Provost & Pritchard Consulting Group
Briza Grace Sholars, Environmental Project Manager
(559) 449-2700

2.1.5 PROJECT LOCATION

The proposed trail project is located within the unincorporated community of Mariposa in Mariposa County, California, approximately 110 miles southeast of Sacramento and 150 miles northwest of Bakersfield (see Figure 2-1 and Figure 2-2). The centroid of the Project site is .37° 28’ 51.68” W, 119° 58’ 15.87” W.

2.1.6 GENERAL PLAN DESIGNATION AND ZONING

Table 2-1: General Plan Land Use Designation and Zoning District

Project Area	General Plan Designation	Zoning District
ONSITE	Mariposa Town Planning Area Town Plan - Expanded Mariposa Town Planning Area	MHZ: Mountain Home SR-20: Scenic Resources-20 acres SR: Scenic Resources - - 5 acres P/Q-P: Public/Quasi Public
ADJACENT LANDS	Mariposa Town Planning Area Town Plan - Expanded Mariposa Town Planning Area	GC: General Commercial MHZ: Mountain Home MFR: Multi-Family Residential SR-20: Scenic Resources-20 acres SR: Scenic Resources – 5 acres P/Q-P: Public/Quasi Public SFR-9K: Single Family Residential, 9,000 square feet

2.1.7 DESCRIPTION OF THE PROJECT

2.1.7.1 PROJECT BACKGROUND AND PURPOSE

The Mariposa Town Planning Area (TPA) Town Plan identifies the Mariposa Creek Parkway as a priority project with multiple social, economic, and environmental benefits. The Mariposa TPA Town Plan states the following:

"The Park will provide a pedestrian and bicyclist corridor...wide enough for two-way traffic...for walkers, joggers, or bicyclists...will tie together a number of tourist facilities and destinations...residents near the park will also use the creek trail."

Since it was first described in the Mariposa TPA Town Plan, a creek parkway trail system has been further recommended and refined in a range of other collaborative planning and design processes, highlighted by the Mariposa Creek Parkway Master Plan. Funded by a grant from Caltrans, the County began work on the master plan in 2018. The master plan process relied on extensive community engagement to develop a comprehensive vision for the creek corridor, and to define priority actions for implementing that vision. On January 28, 2020, the Mariposa Creek Parkway Master Plan was adopted.

Though the Mariposa Creek Parkway Master Plan focuses its attention on the creek corridor, the proposed Mariposa Creek Parkway Phase III Hillside Trails Project ("Hillside Trails Project") focuses on the hillside on the west side of the creek corridor. Although the proposed Project is not specifically called out in the master plan, the hillside trails would extend the existing creek parkway trail system, provide a connection to the Phase III segment of the Creek Parkway and Highway 140/Martin Road, and increase recreational opportunities for local residents and visitors alike.

The conceptual design has been developed with a significant amount of community input and guidance on aesthetics, recreational features, and ecological performance.

The Project would achieve the following objectives:

1. Promote health, wellness, and trail stewardship by creating a catalytic trails project for Mariposa County.
2. Consider multiple functions for sustainable trails relating to restoration and wildfire resiliency.
3. Provide a range of trail types from ADA accessible to more challenging trails that cater to both the local population and visitors alike.
4. Bring trail users to a variety of destinations and trail routes to encourage trail users to return again and again.
5. Plan for a hierarchy of trailheads within the system while promoting the use of active transportation to access the site.
6. Expand the reach of the Mariposa Creek Parkway and its trailheads.
7. Provide outdoor education and environmental values.

2.1.7.2 PROJECT DESCRIPTION

The Hillside Trails Project proposes to construct approximately 12.3 miles of nature trails branching off the planned Phase III section of the Mariposa Creek Parkway Trail. The total Project area consists of approximately 235 acres. Trail widths would vary from two to eight feet. The intent of the proposed project is to bring a balance of recreation, adventure and tranquility to the area. The new trails would be divided into four different segments based on their location and intended purpose. These lengths are an estimate and include the following:

Front-Country Trails

- 0.8- and 1.6-mile stacked loops from the Mariposa Creek Parkway
- Trail running grades 5-7%

Destination Trails

- 1.6-mile trail from Mariposa Creek Parkway up to overlook
- 2.8-mile trail from Mariposa Creek Parkway up to highpoint of the site
- Trail running grade 5-8%
- Opportunity for more technically challenging trails

Oak Woodland Trails

- 1.6-mile woodland loop from proposed trailhead
- 0.7-mile trail from proposed trailhead up to high point of the site
- Trail running grades <5%
- Opportunity for more accessible trails

Park Trails

- 2.5-mile loop option from the County Park
- 1.9-mile trail from County Park to overlook
- Trail running grade 4-8%

Trail Amenities and Features

The proposed Project would include various amenities and features within the trail system. They are anticipated to include the following if possible:

- Shaded benches
- Scenic viewpoints
- Restrooms with drinking fountains The restroom at Upper Martin Road will be a vault-style toilet which does not require running water. The drinking fountain will be eliminated
- Ecological restoration areas
- Educational signage
- Pet facilities (i.e., waste bags and waterspouts)
- Americans with Disabilities Act (ADA) accessible routes
- Bike racks, repair, and wash station
- Isolated meditation areas
- Swing benches
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- Outdoor classroom
- Bike jumps
- Bird blinds
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- Parking
- Conservation zones

The proposed trail Project also includes management and maintenance strategies that are proposed in the Mariposa Forest Management Plan, including the use of herbicide, cultural and prescribed burning, and prescribed grazing to control invasive vegetation as well as irrigation to support any plantings of native vegetation.

The Project will not be creating a new public water system. The drinking fountain/water bottle filling station will be located between the tennis courts at the Mariposa County Park. The Mariposa County Park is serviced by the Mariposa Public Utility District(MPUD). There will be no water services at the upper trailhead off of Martin Road.

Trail Uses

The Project is expected to encourage the following uses:

- Hiking
- Scenic viewing
- Mountain biking
- Picnicking
- Dog walking
- Learning
- Bird watching
- Group gatherings
- Trail running
- Meditating or Meditation
- Horseback riding

ZONE AMENDMENT

The Project would also require a zone amendment for the Project parcels that are currently not zoned Public Quasi-Public. See Figure 2-4 for the existing zoning designation for the Project parcels.

2.1.7.3 CONSTRUCTION SCHEDULE

While construction funding or schedule is not identified, construction of the Hillside Trails Project is anticipated to generally occur between the months of April and October, outside of the rainy season.

2.1.7.4 OPERATION AND MAINTENANCE

Operation and Maintenance (O&M) of the Project would be handled by the Mariposa County Public Works Department, Road and/or Parks and Recreation Divisions. O&M would include the following:

- Mowing – Mowing each side of trail where applicable.
- Pruning - Prune woody limbs and shrubs near sides of trail.
- Removal of Trees/Limbs - Evaluation/removal of unhealthy or dead trees and limbs. Fallen trees may remain as access control and to minimize disturbance.
- Signage - Maintain directional and informational signs.
- Trail Surface – Restore, regrade, clean and/or resurface when necessary.
- Litter Pick Up - Trailside-litter pickup. Access area litter pickup. Encourage continued user "carry-in, carry-out" policy.
- Trash Collection - Removal of trash from receptacles at access areas.
- Lighting – maintain functional safety lighting (replace luminaires, repair outages)
- Restroom – cleaning of restroom and pumping of vault

2.1.8 OTHER PUBLIC AGENCIES WHOSE APPROVAL MAY BE REQUIRED

- California Department of Fish and Wildlife
- California Regional Water Quality Control Board
- United States Army Corps of Engineers

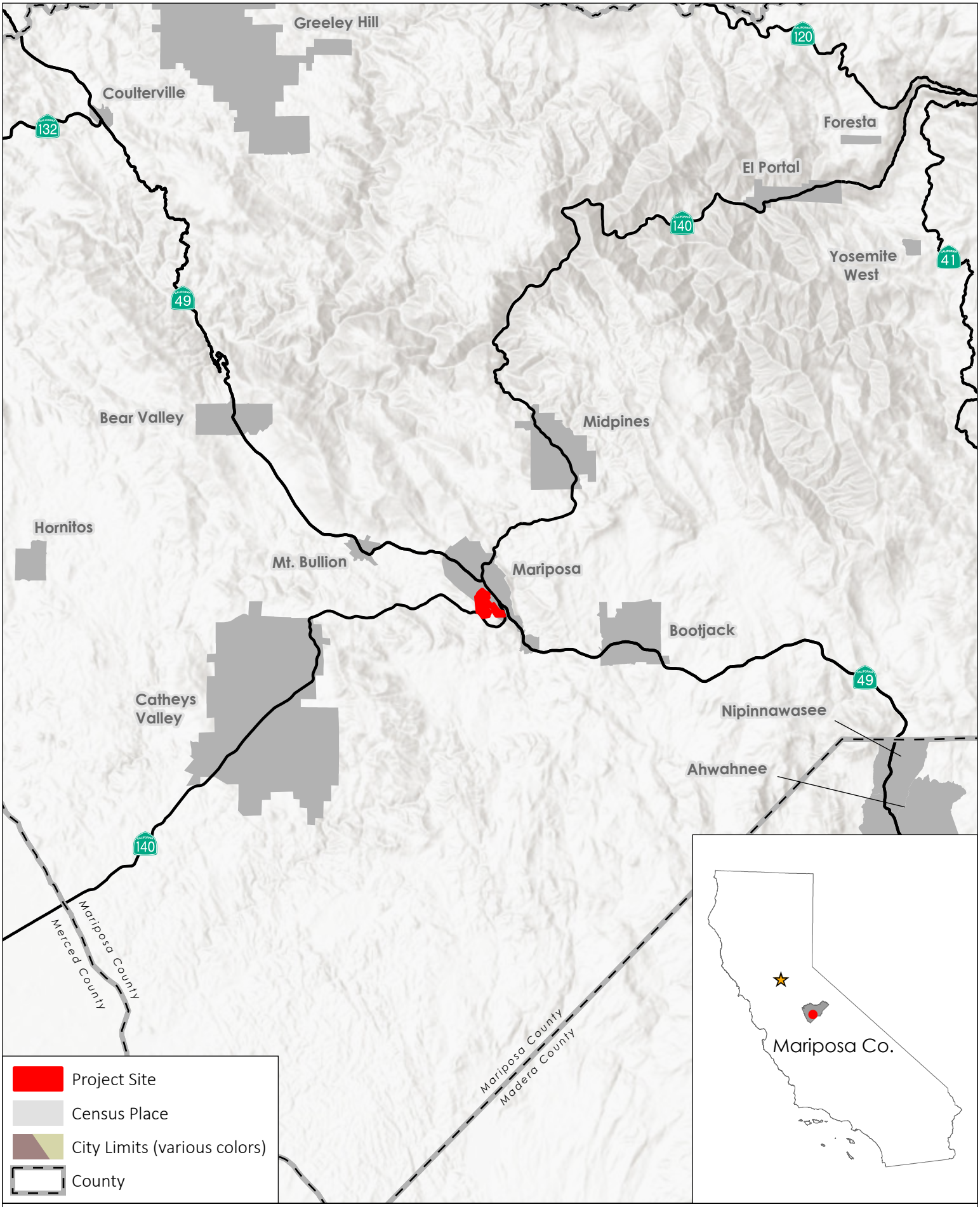
2.1.9 CONSULTATION WITH CALIFORNIA NATIVE AMERICAN TRIBES

Public Resources Code Section 21080.3.1, *et seq. [codification of Assembly Bill (AB) 52, 2013-14]* requires that a lead agency, within 14 days of determining that it will undertake a project, must notify in writing any California Native American Tribe traditionally and culturally affiliated with the geographic area of the project if that Tribe has previously requested notification about projects in that geographic area. The notice must briefly describe the project and inquire whether the Tribe wishes to initiate request formal consultation. Tribes have 30 days from receipt of notification to request formal consultation. The lead

agency then has 30 days to initiate the consultation, which then continues until the parties come to an agreement regarding necessary mitigation or agree that no mitigation is needed, or one or both parties determine that negotiation occurred in good faith, but no agreement will be made.

The County of Mariposa has received written correspondence from the North Fork Mono Tribe, the North Fork Rancheria of Mono, the Picayune Rancheria of Chukchansi, and the Southern Sierra Miwuk Nation pursuant to AB 52 requesting notification of proposed projects.

The County sent consultation letters, pursuant to Assembly Bill (AB) 52, to the list of all tribes provided by the Native American Heritage Commission with the Sacred Land File Search results. For this Project, the County sent out AB 52 Tribal consultation letters to 12 tribes. The Southern Sierra Miwuk Nation (SSMN) has knowledge of tribal cultural resources within portions of the Project area and requested to review the Cultural Report. A full list of tribes and further discussion can be found below in Section 4.18.



Mariposa Creek Parkway Phase III Hillside Trails

Mariposa County

PROVOST& PRITCHARD

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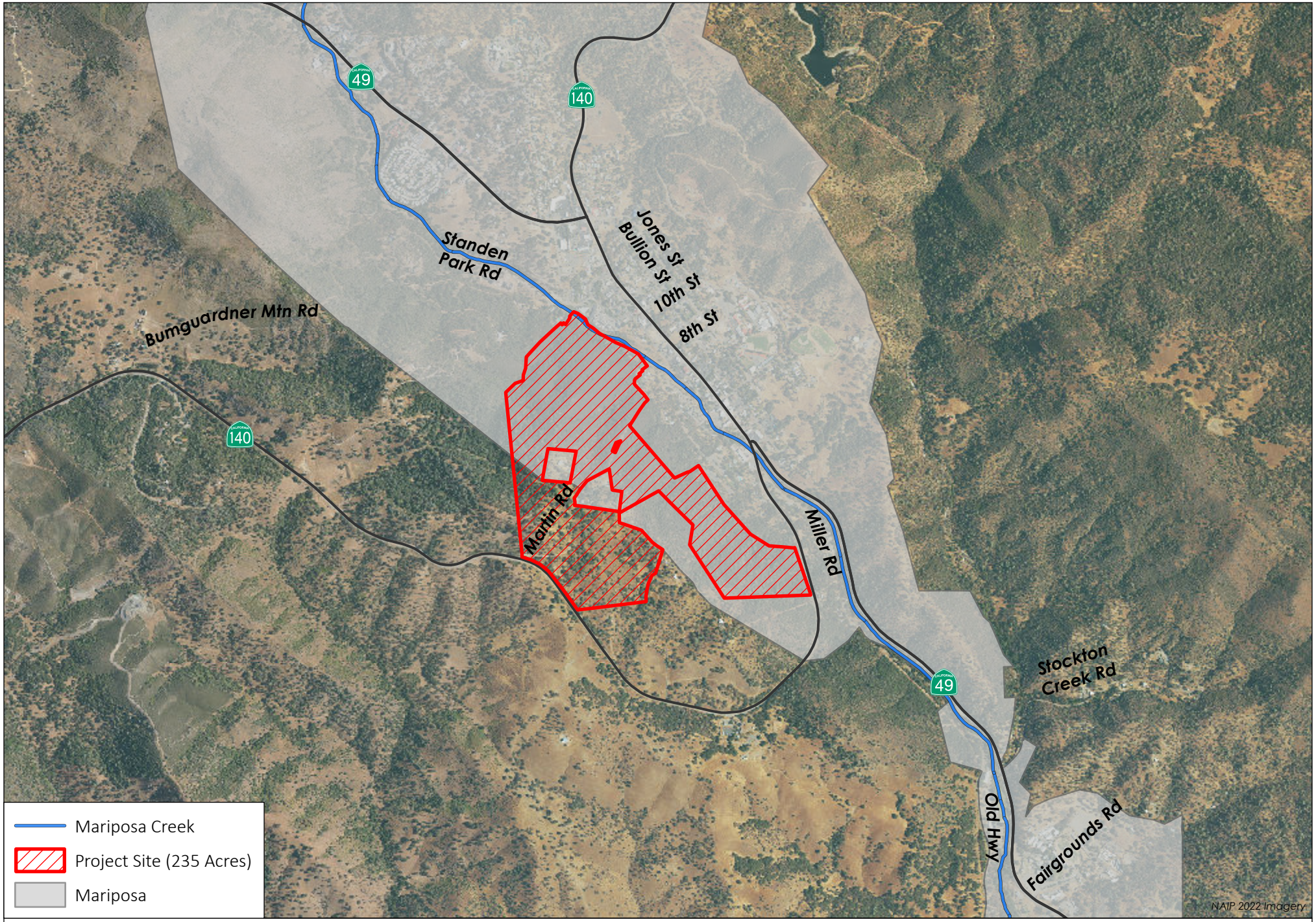

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Feet

Mariposa Creek Parkway Phase III Hillside Trails

Mariposa County

PROVOST& PRITCHARD

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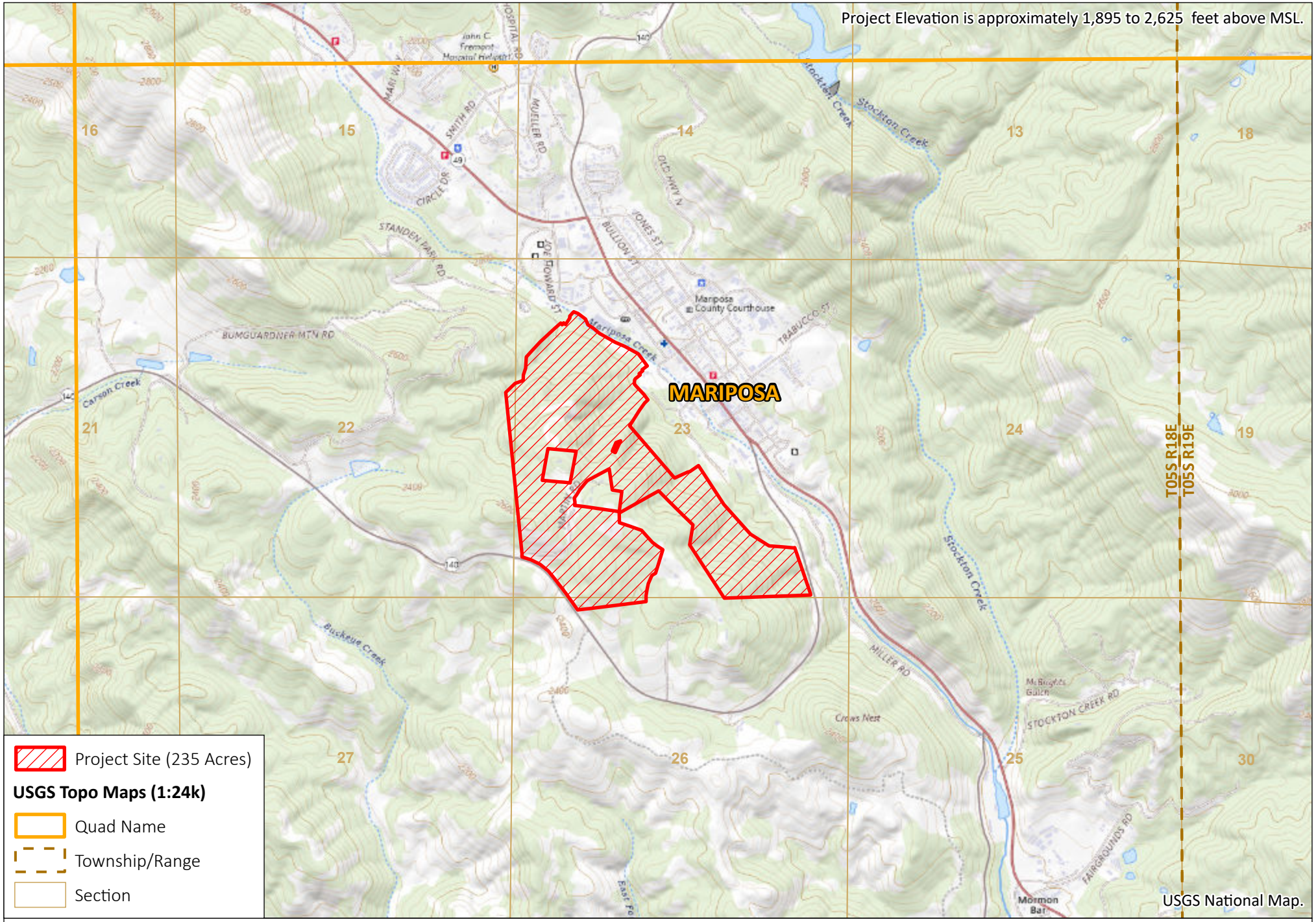

Mariposa Creek Parkway Phase III Hillside Trails

Mariposa County

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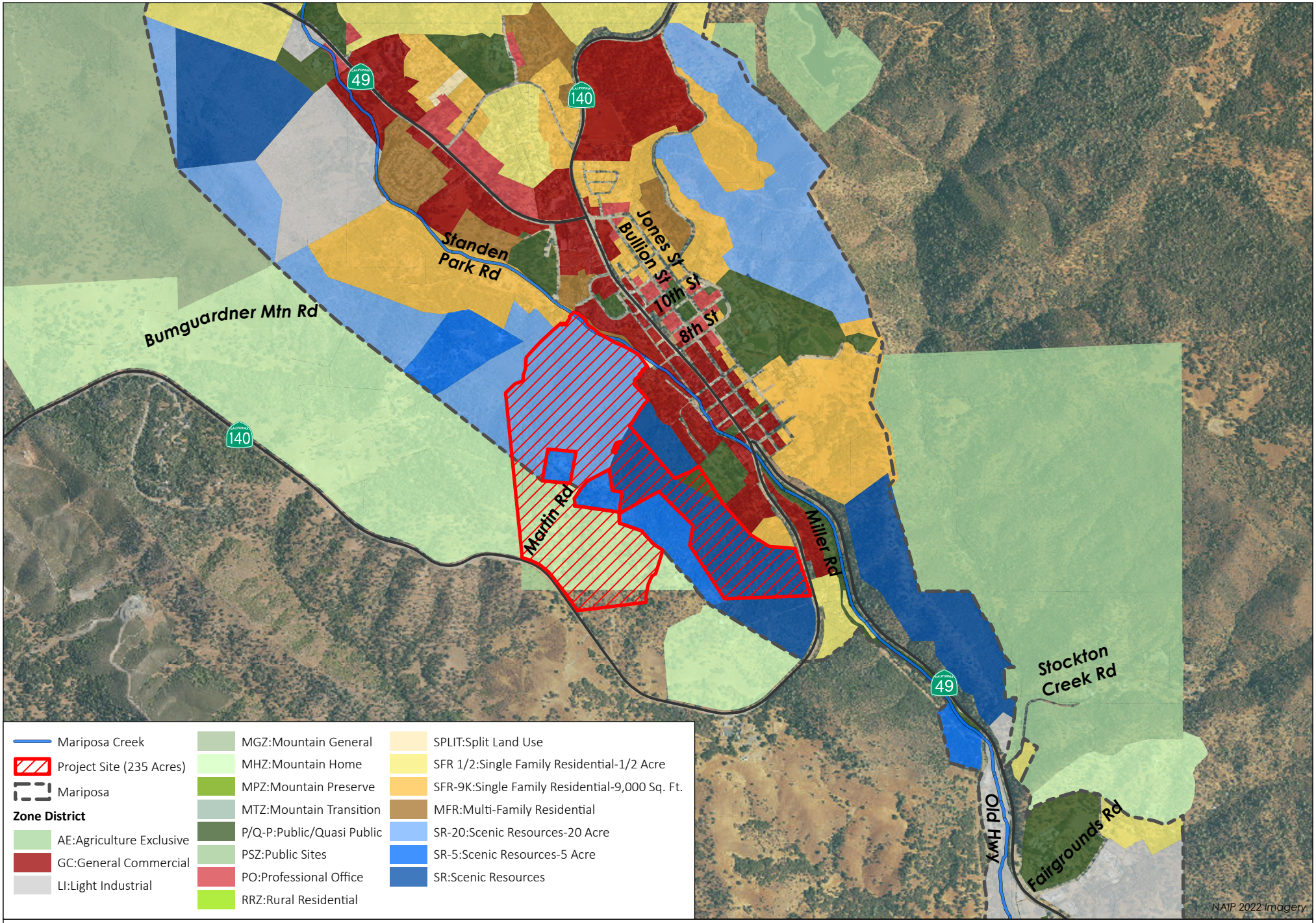

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Miles

Mariposa Creek Parkway Phase III Hillside Trails

Mariposa County

PROVOST& PRITCHARD

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3 DETERMINATION

3.1 POTENTIAL ENVIRONMENTAL IMPACTS

As indicated by the discussions of existing and baseline conditions, and impact analyses that follow in this Chapter, environmental factors not checked below would have no impacts or less than significant impacts resulting from the project. Environmental factors that are checked below would have potentially significant impacts resulting from the project. Mitigation measures are recommended for each of the potentially significant impacts that would reduce the impact to less than significant.

☒ Aesthetics	☐ Agriculture and Forestry Resources	☐ Air Quality
☒ Biological Resources	☒ Cultural Resources	☐ Energy
☐ Geology/Soils	☐ Greenhouse Gas Emissions	☐ Hazards and Hazardous Materials
☐ Hydrology / Water Quality	☐ Land Use/Planning	☐ Mineral Resources
☒ Noise	☐ Population/Housing	☐ Public Services
☐ Recreation	☐ Transportation	☒ Tribal Cultural Resources
☐ Utilities and Service Systems	☒ Wildfire	☐ Mandatory Findings of Significance

The analyses of environmental impacts in Chapter 4 Impact Analysis result in an impact statement, which shall have the following meanings.

Potentially Significant Impact. This category is applicable if there is substantial evidence that an effect may be significant, and no feasible mitigation measures can be identified to reduce impacts to a less than significant level. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

Less than Significant with Mitigation Incorporated. This category applies where the incorporation of mitigation measures would reduce an effect from a "Potentially Significant Impact" to a "Less than Significant Impact." The lead agency must describe the mitigation measure(s), and briefly explain how they would reduce the effect to a less than significant level (mitigation measures from earlier analyses may be cross-referenced).

Less than Significant Impact. This category is identified when the proposed Project would result in impacts below the threshold of significance, and no mitigation measures are required.

No Impact. This category applies when a project would not create an impact in the specific environmental issue area. "No Impact" answers do not require a detailed explanation if they are adequately supported by the information sources cited by the lead agency, which show that the impact does not apply to the specific project (e.g. the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g. the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

3.2 DETERMINATION

On the basis of this initial evaluation (to be completed by the Lead Agency):

☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

D Bedore
Signature

10/21/2025
Date

Ben Goger
Printed Name/Position

4 ENVIRONMENTAL IMPACT ANALYSIS

4.1 AESTHETICS

Table 4-1: Aesthetics Impacts

Except as provided in Public Resources Code Section 21099, would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Have substantial adverse effect on a scenic vista?	☐	☐	☐	☒
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	☒
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	☐	☒
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☒	☐	☐

4.1.1 BASELINE CONDITIONS

The visual quality of Mariposa County is defined by its natural and constructed scenery, with an overall rural character. The Project area itself is located adjacent to the town of Mariposa along Mariposa Creek. Mariposa is a mountain community surrounded by a mix of chaparral and woodland habitats. Flow levels in Mariposa Creek fluctuate on a seasonal basis and during storms. During large rain events, the creek can flood, and during dryer times, typically towards the end of summer, the creek tends to be significantly lower. At 8th Street, Mariposa Creek is diverted into a culvert, which is multipurposed to act as a bridge crossing for trail users utilizing the existing segment of the Mariposa Creek Parkway. Various vegetation types, native and non-native, lie along the creek bed in the Project area. East of the Trail Project lies several commercial establishments. These businesses front State Route (SR) 140/49 on the non-creek side. There are several smaller local roadways that connect these businesses to the highway. To the west of the Project area is primarily woodland and riparian habitat along Mariposa Creek, with the exception of a few scattered residences. The Project area does not include any designated scenic vistas.

There is one designated State Highway with a scenic segment (SR 140 from Mariposa to Yosemite National Park), one designated National Scenic Byway (SR 120 in Yosemite National Park), and two State highway segments that are eligible for designation as State Scenic Highways under Caltrans guidelines (SR 49 through the County and SR 41 from Yosemite National Park to Oakhurst where only a short portion of the latter route is located in Mariposa County).

4.1.2 IMPACT ANALYSIS

a) Have substantial adverse effect on a scenic vista?

No Impact. Although the Project area, including most of the County, is considered visually pleasing and scenic, it does not contain a County-designated scenic vista. The natural landscape of Mariposa Creek and its natural surroundings is mostly intact despite the commercial and residential developments in the Project vicinity. In addition to the provision of recreational amenities for residents and tourists, the Project, in combination with existing trail facilities, would continue to facilitate existing and future development to tie to the aesthetic nature of Mariposa Creek.

In addition to the hillside trails, the Project would include trailway amenities that would provide users with additional features to utilize in order to take advantage of Mariposa's scenery and natural amenities. Overall, the Project would not result in a substantial adverse effect on a scenic vista but would rather improve and complement the scenic qualities that already exist. Therefore, there would be no impact.

b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

No Impact. The Project would not damage scenic resources within a State Scenic Highway. The nearest State Scenic Highway is SR 140, which is located approximately 600 feet east of the Project. No feature of the Project, or the Project as a whole, would damage a scenic resource. There would be no substantial impact to a scenic resource through implementation of the Project during construction or operation.

c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

No Impact. The Project would provide access to a naturally scenic area. The Project would also clear any debris and trash from the area, helping combat any degradation that currently exists on-site. New landscaping, pavement, and amenities listed in Chapter 2 Project Description would complement the natural character of the Project area. There would be no impact.

d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

Less than Significant Impact with Mitigation Incorporated. The Project would provide new sources of light and glare by installing trail lighting fixtures. These lighting fixtures are proposed to illuminate the trail and the surrounding environment during low light times. The Conservation and Open Space Element of the Mariposa County General Plan contains a policy and implementation measure relating to limiting light and glare impacts from new development. It states:

> *Policy 11-1d: Ensure that light sources in new development are compatible with rural character and that the light sources do not produce glare that interferes with vision.*

In order to implement Policy 11-1d, AES-1 will be incorporated in order to reduce light and glare impacts to a less than significant level.

4.1.3 MITIGATION

AES-1 All outdoor lighting shall adhere to International Dark Sky Association standards, including the requirement that all outdoor lighting shall be hooded or screened as to

direct the source of light downward and focus onto the property from which it originates and shall not negatively impact adjacent properties or directly reflect upon any adjacent properties. A lighting plan shall be submitted to the Mariposa Planning Department prior to the issuance of grading or construction permits for the Project.

4.2 AGRICULTURE AND FORESTRY RESOURCES

Table 4-2: Agriculture and Forest Impacts

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☒
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	☐	☐	☐	☒
d) Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☒	☐
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☒	☐

4.2.1 BASELINE CONDITIONS

The Project area is located within Mariposa County, within the town of Mariposa and its Planning Study Area and is adjacent to portions of Mariposa Creek. The Project area does not contain any farmland and contains a dense coverage of native trees and shrubs.

Farmland Mapping and Monitoring Program (FMMP): The FMMP produces maps and statistical data used for analyzing impacts to California's agricultural resources. Agricultural land is rated according to soil quality and irrigation status; the best quality land is called Prime Farmland. The maps are updated every two years with the use of a computer mapping system, aerial imagery, public review, and field reconnaissance. The California Department of Conservation's (DOC) 2018 FMMP is a non-regulatory program that produces "Important Farmland" maps and statistical data used for analyzing impacts on California's agricultural resources. The Important Farmland maps identify eight land use categories, five of which are agriculture related: prime farmland, farmland of statewide importance, unique farmland, farmland of local importance, and grazing land — rated according to soil quality and irrigation status. Each is summarized below:

- *PRIME FARMLAND (P): Farmland with the best combination of physical and chemical features able to sustain long-term agricultural production. This land has the soil quality, growing season, and moisture supply needed to produce sustained high yields. Land must have been used for irrigated agricultural production at some time during the four years prior to the mapping date.*

- *FARMLAND OF STATEWIDE IMPORTANCE (S): Farmland similar to Prime Farmland but with minor shortcomings, such as greater slopes or less ability to store soil moisture. Land must have been used for irrigated agricultural production at some time during the four years prior to the mapping date.*
- *UNIQUE FARMLAND (U): Farmland of lesser quality soils used for the production of the state's leading agricultural crops. This land is usually irrigated but may include non- irrigated orchards or vineyards as found in some climatic zones in California. Land must have been cropped at some time during the four years prior to the mapping date.*
- *FARMLAND OF LOCAL IMPORTANCE (L): Land of importance to the local agricultural economy as determined by each county's board of supervisors and a local advisory committee.*
- *GRAZING LAND (G): Land on which the existing vegetation is suited to the grazing of livestock. The minimum mapping unit for Grazing Land is 40 acres.*
- *URBAN AND BUILT-UP LAND (D): Land occupied by structures with a building density of at least 1 unit to 1.5 acres, or approximately 6 structures to a 10-acre parcel. This land is used for residential, industrial, commercial, institutional, public administrative purposes, railroad and other transportation yards, cemeteries, airports, golf courses, sanitary landfills, sewage treatment, water control structures, and other developed purposes.*
- *OTHER LAND (X): Land not included in any other mapping category. Common examples include low density rural developments; brush, timber, wetland, and riparian areas not suitable for livestock grazing; confined livestock, poultry, or aquaculture facilities; strip mines, borrow pits; and water bodies smaller than 40 acres. Vacant and non-agricultural land surrounded on all sides by urban development and greater than 40 acres is mapped as Other Land.*
- *WATER (W): Perennial water bodies with an extent of at least 40 acres.*

As demonstrated in Figure 4-1, the FMMP for Mariposa County designates the Project site as Grazing Land.[1]

4.2.2 IMPACT ANALYSIS

a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

No Impact. The Project area is designated Grazing Land. There are no lands within the Project area determined to be Prime Farmland, Unique Farmland, or Farmland of Statewide Importance. Therefore, there would be no impact.

b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?

No Impact. The Project area is not designated, zoned, or used for agricultural related purposes, nor are the Project lands subject to a Williamson Act contract. Therefore, there would be no impact.

c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?

No Impact. There are no lands zoned for forest or timberland use in the Project area. Therefore, the Project would not conflict with existing zoning for, or cause rezoning of, forest land, timberland, or timberland zoned - timberland production. There would be no impact.

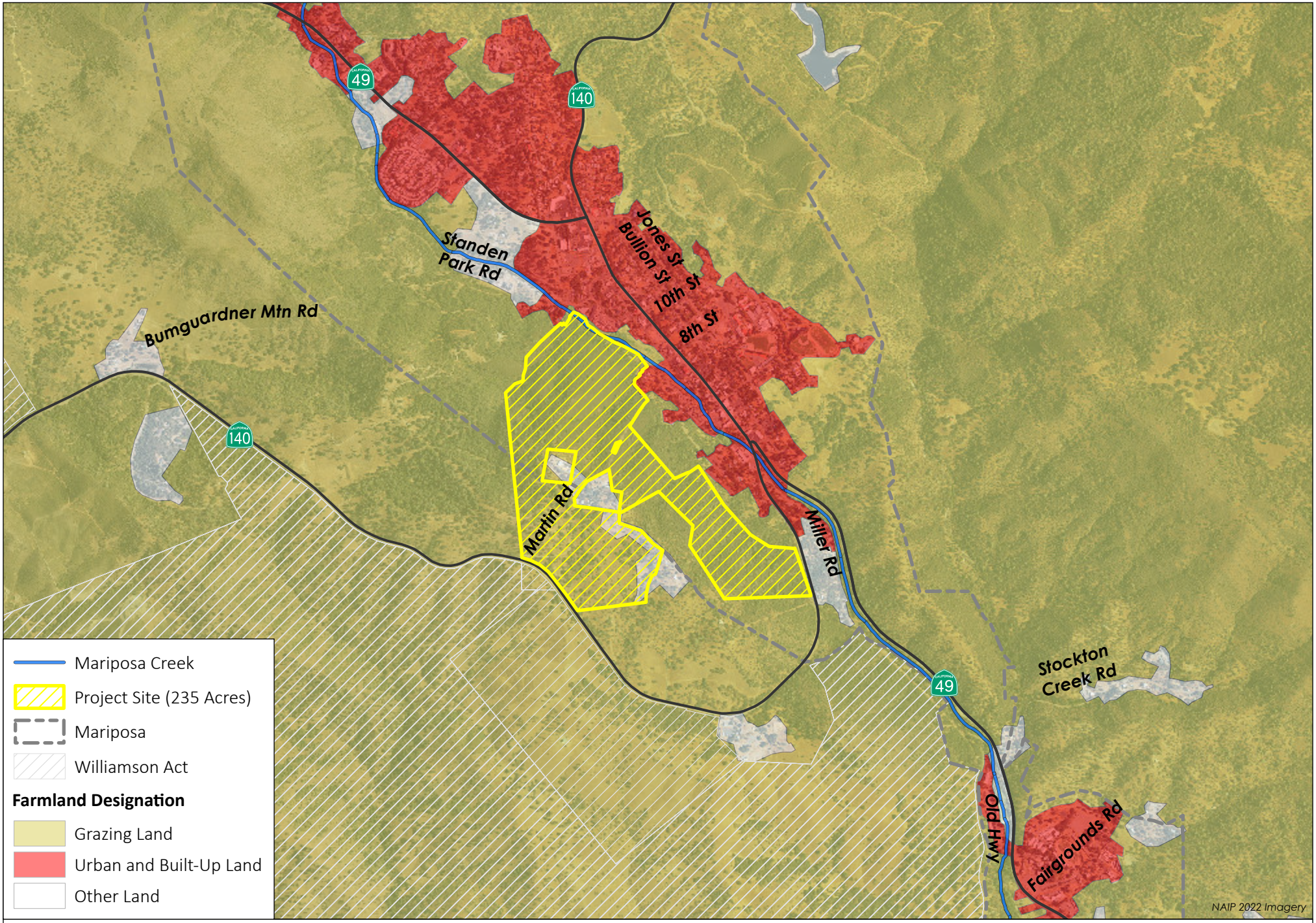
[1] (California Department of Conservation 2016)

d) Result in the loss of forest land or conversion of forest land to non-forest use?

Less than Significant Impact. Mariposa County is full of forested lands. The Project area itself consists primarily of woodland habitat with dense chaparral and poison oak. Trees and shrubs will need to be cleared to accommodate Project design of approximately 10-12 feet wide trail corridor. Although trees may be removed, numerous similar trees and vegetation would remain available in the Project area. The proposed trail Project is in a high fire severity area and providing trail access and removal of some trees and vegetation would provide a safer recreational area which would result in a less than significant impact.

e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?

Less than Significant Impact. The Project does not contain any land designated for farmland. , The Project would ensure that any removal of trees would be replaced with more at a higher rate. The Project does not include any element that would involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use. Impacts would be less than significant.



Mariposa Creek Parkway Phase III Hillside Trails

Mariposa County

PROVOST& PRITCHARD

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4.3 AIR QUALITY

Table 4-3: Air Quality Impacts

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☐	☒
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	☐	☐	☒	☐
c) Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☒	☐
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	☐	☐	☒	☐

4.3.1 BASELINE CONDITIONS

The Project area is located in the unincorporated community of Mariposa, within the boundaries of the Mariposa County Air Pollution Control District (MCAPCD) and the Mountain Counties Air Basin (MCAB). The MCAB boundaries align with those of Mariposa County. Mariposa County is bounded by Madera County to the east and south, Merced County and Stanislaus County to the west, and Tuolumne County to the north. The western portion of the county contains foothills which lead into the San Joaquin Valley while the central and northeastern portions of the county include the Sierra Nevada Mountain Range and Yosemite National Park.

Regulatory Attainment Designations

Under the California Clean Air Act (CCAA), the California Air Resources Board (CARB) is required to designate areas of the State as attainment, nonattainment, or unclassified with respect to applicable standards. An "attainment" designation for an area signifies that pollutant concentrations did not violate the applicable standard in that area. A "nonattainment" designation indicates that a pollutant concentration violated the applicable standard at least once, excluding those occasions when a violation was caused by an exceptional event, as defined in the criteria. Depending on the frequency and severity of pollutants exceeding applicable standards, the nonattainment designation can be further classified as serious nonattainment, severe nonattainment, or extreme nonattainment, with extreme nonattainment being the most severe of the classifications. An "unclassified" designation signifies that the data does not support either an attainment or nonattainment designation. The CCAA divides districts into moderate, serious, and severe air pollution categories, with increasingly stringent control requirements mandated for each category.

The United States Environmental Protection Agency (USEPA) designates areas for ozone, CO, and NO_2 as "does not meet the primary standards," "cannot be classified," or "better than national standards." For SO_2, areas are designated as "does not meet the primary standards," "does not meet the secondary standards," "cannot be classified," or "better than national standards." However, the CARB terminology of attainment, nonattainment, and unclassified is more frequently used. The USEPA uses the same sub-categories for nonattainment status: serious, severe, and extreme. In 1991, USEPA assigned new nonattainment designations to areas that had previously been classified as Group I, II, or III for PM_{10} based

on the likelihood that they would violate national PM_{10} standards. All other areas are designated "unclassified."

According to the USEPA, Mariposa County was in non-attainment for two pollutant concentrations, with 8-hour Ozone (2008) and 8-hour Ozone (2015) being classified as in moderate non-attainment as of May 27th, 2025.[2]

Table 4-4: Summary of Ambient Air Quality Standards and Attainment Designation

Pollutant	Averaging Time	California Standards*		National Standards*	
		Concentration*	Attainment Status	Primary	Attainment Status
Ozone (O_3)	1-hour	0.09 ppm	Nonattainment / Severe	–	No Federal Standard
	8-hour	0.070 ppm	Nonattainment	0.075 ppm	Nonattainment (Extreme)**
Particulate Matter (PM_{10})	AAM	20 µg/m^3	Nonattainment	–	Attainment
	24-hour	50 µg/m^3		150 µg/m^3	
Fine Particulate Matter ($PM_{2.5}$)	AAM	12 µg/m^3	Nonattainment	12 µg/m^3	Nonattainment
	24-hour	No Standard		35 µg/m^3	
Carbon Monoxide (CO)	1-hour	20 ppm	Attainment/ Unclassified	35 ppm	Attainment/ Unclassified
	8-hour	9 ppm		9 ppm	
	8-hour (Lake Tahoe)	6 ppm		–	
Nitrogen Dioxide (NO_2)	AAM	0.030 ppm	Attainment	53 ppb	Attainment/ Unclassified
	1-hour	0.18 ppm		100 ppb	
Sulfur Dioxide (SO_2)	AAM	–	Attainment	--	Attainment/ Unclassified
	24-hour	0.04 ppm		--	
	3-hour	–		0.5 ppm	
	1-hour	0.25 ppm		75 ppb	
Lead (Pb)	30-day Average	1.5 µg/m^3	Attainment	–	No Designation/ Classification
	Calendar Quarter	–		--	
	Rolling 3-Month Average	–		0.15 µg/m^3	
Sulfates (SO_4)	24-hour	25 µg/m^3	Attainment	No Federal Standards	
Hydrogen Sulfide (H_2S)	1-hour	0.03 ppm (42 µg/m^3)	Unclassified		
Vinyl Chloride (C_2H_3Cl)	24-hour	0.01 ppm (26 µg/m^3)	Attainment		
Visibility-Reducing	8-hour	Extinction coefficient: 0.23/km-visibility of	Unclassified		

[2] (United States Environmental Protection Agency, 2025)

Pollutant	Averaging Time	California Standards*		National Standards*	
		Concentration*	Attainment Status	Primary	Attainment Status
Particle Matter		10 miles or more due to particles when the relative humidity is less than 70%.			

** For more information on standards visit: https://ww3.arb.ca.gov/research/aaqs/aaqs2.pdf*
*** No Federal 1-hour standard. Reclassified extreme nonattainment for the Federal 8-hour standard 5/27/2025.*
****Secondary Standard*
Source: http://www.valleyair.org/aqinfo/attainment.htm. Accessed 2015

Construction Generated Emissions

Construction of the trail Project is assumed to be completed over approximately four months. Emissions associated with the Project were calculated using the CalEEMod Air Quality Model, Version 2022.1.1.29 (California Emissions Estimator Modeling). The emissions modeling includes emissions generated by off-road equipment, haul trucks, and worker commute trips. Emissions were quantified based on anticipated construction schedules and the default parameters contained in the model. Localized air quality impacts associated with the Project would be minor and were qualitatively assessed. Modeling assumptions and output files are included in Appendix A.

Thresholds of Significance

To assist local jurisdictions in the evaluation of air quality impacts, the MCAPCD has published the *Mariposa County Air Pollution Control District Rules and Regulations*.[3] This document includes thresholds of significance to be used for the evaluation of short-term construction, long-term operational, odor, toxic air contaminant, and cumulative air quality impacts. Accordingly, these thresholds of significance are used to determine whether implementation of the Project would result in a significant air quality impact. Projects that exceed these recommended thresholds would be considered to have a potentially significant impact on human health and welfare. The threshold for any criteria air contaminant or precursor is 100 tons per year. Odor impacts associated with the Project would be considered significant if the Project has the potential to frequently expose members of the public to objectionable odors.

4.3.2 IMPACT ANALYSIS

Short-Term Construction Generated Emissions

Estimated construction-generated emissions are summarized in Table 4-5.

Table 4-5: Unmitigated Short-Term Construction Generated Emissions of Criteria Air Pollutants

Source	Annual Emissions (Tons per Year)					
	ROG	NO_X	CO	SO_X	PM_{10}	$PM_{2.5}$
Maximum Annual Project Construction Emissions	0.14	1.22	1.29	< 0.005	0.26	0.14
MCAPCD Threshold	*100*	*100*	*100*	*100*	*100*	*100*
Threshold Exceeded?	No	No	No	No	No	No

[3] (Mariposa County Air Pollution Control District, 2021)

a) Would the project conflict with or obstruct implementation of the applicable air quality plan?

No Impact. The Project would not conflict with or obstruct implementation of any applicable air quality plan. The proposed Project would not exceed any threshold for air quality emissions that has been set by the MCAPCD. Therefore, there would be no impact.

b) Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?

Less than Significant Impact. The Project would not result in a cumulatively considerable net increase of any criteria pollutant for which Mariposa County is in non-attainment under an applicable federal or State ambient air quality standard. As shown in Table 4-5, the Project would not be in exceedance of an emission threshold for any pollutant identified by the MCAPCD. Additionally, due to the nature of the Project, it would result in negligible operational emissions, if any. Therefore, impacts would be less than significant.

c) Would the project expose sensitive receptors to substantial pollutant concentrations?

Less than Significant Impact. Due to the nature of the Project, there would be negligible amounts of operational emissions, if any. Short-term construction activities, however, could result in temporary increases in pollutant concentrations that could impact nearby sensitive receptors such as the residential dwellings near the Project site. Pollutants of primary concern commonly associated with construction-related activities include toxic air contaminants (i.e., diesel particulate matter), asbestos, and fugitive dust. The potential impact to sensitive receptors diminishes as distance from the source increases. Given that construction would occur over a large area and construction activities would not remain in one place, the potential impact of the pollutants mentioned above would be less than significant in nature. Therefore, impacts would be less than significant.

d) Would the project result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

Less than Significant Impact. During construction activities, construction equipment exhaust and application of asphalt, structural coating, and other construction applications would temporarily emit odors. Construction would be completed within the community of Mariposa and would have an effect on some residences that would be located near the construction area of the Project. Construction of the Project would be temporary, and odors would not remain after Project completion. Therefore, impacts would be less than significant.

4.4 BIOLOGICAL RESOURCES

Table 4-6: Biological Resources Impacts

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☒	☐	☐
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☒	☐	☐
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☒	☐	☐
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☒	☐	☐
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☒	☐
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☒	☐

4.4.1 BASELINE CONDITIONS

4.4.1.1 GENERAL

The Project site is located in Sierra Nevada Mountain Range northeast of the City of Merced and south/southwest of the unincorporated community of Mariposa in the middle portion of Mariposa County. The Project site is located within the *Mariposa* U.S. Geological Survey (USGS) 7.5-minute quadrangle within the southwest portion of Section 23, a small portion on the east side of Section 22, and a small portion on the north side of Section 26, Township 05 South, Range 18 East. The topography of the site consists of rolling hills and mountains with elevations ranging from approximately 1,895 to 2,625 feet above mean sea level.

Like most of California, the area experiences a Mediterranean climate. Warm, dry summers are followed by cool, moist winters. In the summer, average high temperatures range between 85- and 88-degrees Fahrenheit (°F), but do not often exceed 96 °F, and the humidity is generally low. Winter temperatures are often below 50 °F during the day and rarely exceed 55 °F. On average, the community of Mariposa Valley receives approximately 30 inches of precipitation in the form of rain and snow yearly, most of which occurs between October and May, and the site would be expected to receive similar amounts of precipitation.[4]

A site survey for potential biological resources was performed on January 30th and 31st, by P&P staff biologist. The Area of Potential Effect (APE) that was used for the Biological Resources Evaluation is identified as 235 acres.

4.4.1.2 SOILS

Five soil mapping units representing four soil types were identified within the site and are listed in Table 4-7 (see Appendix D of Appendix B for the Web Soil Survey Report). The soils are displayed with their core properties in the table below, according to the Major Land Resource Area of California. These soils are primarily used for livestock grazing, wildlife habitat, recreation, watershed, and home site development.

Table 4-7: List of Soils Located on the Site and Their Basic Properties

Soil	Soil Map Unit	Percent of Site	Hydric Soil Category	Drainage	Permeability	Runoff
Loafercreek-Gopheridge	Complex, 15 to 30 percent slopes	1.3%	Nonhydric	Well drained	Low to high	High
	Complex, 30 to 60 percent slopes	14.8%	Nonhydric	Well drained	Low to high	High
Gardellones-Gopheridge	Motherlode complex, 30 to 60 percent slopes	65.3%	Nonhydric	Well drained	Low to moderately high	High
Trabuco-Jasperpeak	Rock outcrop complex, 8 to 30 percent slopes	15.3%	Nonhydric	Well drained	Low to moderately high	Medium to rapid
Riverwash and Tailings	-	3.3%	Partially hydric	-	-	-

Hydric soils are defined as soils that are saturated, flooded, or ponded long enough during the growing season to develop anaerobic conditions such that under sufficiently wet conditions, hydrophytic vegetation can be supported. Hydric soil ratings are derived from specific soil properties as well as climate, parent material, vegetation, landform type, and biological activity of a certain location. One of the major soil mapping units is partially hydric and makes up 3.3% of the site and is located along Mariposa Creek. The remainder of the soil mapping units within the site are nonhydric.

4.4.1.3 BIOTIC HABITATS

Four biotic habitats were observed within the site and included oak woodland, mixed oak/pine forest, chaparral, and creek habitat (see Figure 4-2). Birds observed throughout all habitats included bushtit (*Psaltriparus minimus*), northern flicker (*Colaptes auratus*), house finch (*Haemorhous mexicanus*), oak

[4] (Weatherspark 2025)

titmouse (*Baeolophus inornatus*), ruby-crowned kinglet (*Regulus calendula*), spotted towhee (*Pipilo maculatus*), Nuttall's woodpecker (*Dryobates nuttallii*), California scrub-jay (*Aphelocoma californica*), common raven (*Corvus corax*), lesser goldfinch (*Spinus psaltria*), phainopepla (*Phainopepla nitens*), dark-eyed junco (*Junco hyemalis*), black phoebe (*Sayornis nigricans*), wrentit (*Chamaea fasciata*), California towhee (*Melozone crissalis*), white-breasted nuthatch (*Sitta carolinensis*), acorn woodpecker (*Melanerpes formicivorus*), and yellow-rumped warbler (*Setophaga coronata*). These habitats and their constituent plant and animal species are described in more detail in the following sections.

4.4.1.4 OAK WOODLAND

This habitat within the site is dominated by widely spaced interior live oak (*Quercus wislizeni*), blue oak (*Quercus douglasii*), patches of Pacific poison oak (*Toxicodendron diversilobum*), and non-native annual grasses. Vegetation throughout this habitat included common evening primrose (*Oenothera biennis*), gray pine (*Pinus sabiniana*), common vetch (*Vicia sativa*), mistletoe (*Viscum album*), bristly dogtail grass (*Cynosurus echinatus*), and common hedge parsley (*Torilis arvensis*). Wavyleaf soap plant (*Chlorogalum pomeridianum*) was located within the oak woodland near small depressions in the hillside. Arizona cypress (*Cupressus arizonica*) and deodar cedar (*Cedrus deodara*) were planted within the site near private properties.

The survey resulted in the observation of Botta's pocket gopher (*Thomomys bottae*), and Pacific tree frogs (*Pseudacris regilla*) were heard calling within this habitat.

A large portion of oak woodland habitat within the site was highly disturbed adjacent to Martin Road due to vegetation clearing. The remainder of this habitat provides expansive high-quality habitat to a variety of wildlife, year-round. The site likely serves mule deer (*Odocoileus hemionus*), foraging birds, including raptors, during the day, as well as bats, coyotes, and other nocturnal animals at night.

4.4.1.5 MIXED OAK/PINE FOREST

This habitat within the site is dominated by an overstory of gray pine, interior live oak, and patches of Pacific poison oak. Vegetation located in the understory included California cudweed (*Pseudognaphalium californicum*), Pacific snakeroot (*Sanicula crassicaulis*), mushroom (*Suillaceae* sp.), goldback fern (*Pentagramma triangularis*), white horehound (*Marrubium vulgare*), white leaf manzanita (*Arctostaphylos viscida*), toyon (*Heteromeles arbutifolia*), California buckeye (*Aesculus californica*), buckbrush ceanothus (*Ceanothus cuneatu*), mountain sweet cicely (*Osmorhiza berteroi*), hollyleaf redberry (*Rhamnus ilicifolia*), birchleaf mountain mahogany (*Cercocarpus montanus*), western buttercup (*Ranunculus occidentalis*), gooseberry (*Phyllanthus emblica*), Oregon grape (*Berberis aquifolium*), sticky cinquefoil (*Drymocallis glandulosa*), and two incense cedars (*Calocedrus decurrens*) were located along the trail opposite Mariposa Creek.

The survey resulted in the observation of western gray squirrel (*Sciurus griseus*), and Pacific tree frogs were heard calling within this habitat.

The mixed oak/pine forest habitat within the site provides expansive high-quality habitat to a variety of wildlife, year-round. The site likely serves mule deer and foraging birds during the day, as well as owls, bats, coyotes, and other nocturnal animals at night.

4.4.1.6 CHAPARRAL

This habitat within the site is dominated by white leaf manzanita, chamise (*Adenostoma fasciculatum*), and deerweed (*Acmispon glaber*). Other vegetation located within this habitat included toyons, interior live oaks, Pacific poison oak, California buckeye, filiform rockjasmine (*Androsace filiformi*), yerba santa (*Eriodictyon californicum*), common hedge parsley (*Torilis arvensis*), Himalayan blackberry (*Rubus*

armeniacus), mushroom sp., flaxleaf fleabane (*Conyza bonariensis*), pipestem clematis (*Clematis lasiantha*), sticky cinquefoil, California cudweed, willows (Salix spp.), golden-fleece (*Ericameria arborescens*), and bigflower agoseris (*Agoseris grandiflora*). No wildlife species exclusive to this habitat were observed during the survey.

The chaparral habitat within the site is highly disturbed along the powerlines due to vegetation clearing. The Project site outside of the cleared area provides expansive high-quality habitat to a variety of wildlife, year-round. The site likely serves mule deer, foraging birds, including raptors, during the day, as well as bats, coyotes, and other nocturnal animals at night.

4.4.1.7 CREEK

This habitat occurs along Mariposa Creek and an unnamed stream which both contained water at the time of the survey. Mariposa Creek is located along the north/northeast portion of the site and the unnamed creek is located along the south portion of the site. Both waterways contained sand-gravel-boulder bottoms and slow-moving water.

Naturally occurring vegetation within this habitat included white alder (*Alnus rhombifolia*), curly dock (*Rumex crispus*), willows, valley oak trees (*Quercus lobata*), miner's-lettuce (*Claytonia perfoliate*), ribwort plantain (*Plantago lanceolata*), Himalayan blackberry, watercress (*Nasturtium officinale*), tall flatsedge (*Cyperus eragrostis*), and one grey pine tree adjacent to Mariposa Creek. Restoration plantings were located within this habitat and included silver lupine (*Lupinus albifrons*), American alumroot (*Heuchera americana*), western redbud (*Cercis occidentalis*), California bay laurel (*Umbellularia californica*), and California wildrose (*Rosa californica*). No wildlife species exclusive to this habitat were observed during the survey.

4.4.2 NATURAL COMMUNITIES OF SPECIAL CONCERN AND RIPARIAN HABITAT

Natural communities of special concern are those that are of limited distribution, distinguished by significant biological diversity, or home to special status species. The California Department of Fish and Wildlife (CDFW) has classified and mapped all natural communities in California. Just as the special status plant and animal species (see Section 2.6), these natural communities of special concern can be found within the California Natural Diversity Database (CNDDB). There are no recorded observations of a natural community of special concern mapped within the site and no natural communities of special concern were observed during the field survey.

Riparian habitat is composed of plant communities that occur along the banks, and sometimes over the banks, of most waterways and is an important habitat for numerous wildlife species. CDFW has jurisdiction over most riparian habitat in California. Mariposa Creek and the unnamed stream located withing the site contained riparian habitat, but they would not be impacted during the Project.

4.4.3 DESIGNATED CRITICAL HABITAT

The United States Fish and Wildlife Service (USFWS) often designates areas of “critical habitat” when it lists species as threatened or endangered. Critical habitat is a specific geographic area that contains features essential for the conservation of a threatened or endangered species, which may require special management and protection. According to the IPaC, designated critical habitat is absent from the site and vicinity.

4.4.4 WILDLIFE MOVEMENT CORRIDORS AND NATIVE WILDLIFE NURSERY SITES

Wildlife movement corridors are routes that animals regularly and predictably follow during seasonal migration, dispersal from native ranges, daily travel within home ranges, and inter-population movements.

Movement corridors in California are typically associated with valleys, ridgelines, and rivers and creeks supporting riparian vegetation.

The oak woodland and mixed oak/pine forest habitats of the site and surrounding areas consisted of expansive open grassland and forests where species could move through. Numerous game trails were observed during the field survey in these habitats. Mariposa Creek and the unnamed stream within the site could act as a corridor for aquatic and terrestrial wildlife though these waterways and would not be impacted during the Project.

Native wildlife nursery sites are areas where a species or group of similar species raise their young in a concentrated place, such as maternity bat roosts. Large trees with natural cavities were located within and adjacent to the site and could function as native wildlife nursery sites for bats. Mariposa Creek and the unnamed stream could be used by amphibian species as wildlife nursery sites though these waterways would not be impacted during the Project.

4.4.5 SPECIAL STATUS PLANTS AND ANIMALS

A query of the CNDDB for occurrences of special status plant and animal species was conducted for the *Mariposa* USGS 7.5-minute quadrangle that contains the site, and for the eight surrounding USGS quadrangles: *Bear Valley, Ben Hur, Buckingham Mountain, Catheys Valley, Feliciana Mountain, Horsecamp Mountain, Illinois Hill,* and *Stumpfield Mountain*. A query of the IPaC was also completed for the site. These species, and their potential to occur within the site, are listed in Table 4-8 and Table 4-9, below. Other special status species that did not show up in the CNDDB query, but have the potential to occur in the vicinity, are also included in Table 4-9. Species lists obtained from CNDDB and IPaC are available in Appendix B and Appendix C, respectively of Appendix B. All relevant sources of information, as discussed in the Study Methodology section of this report, as well as field observations, were used to determine if any special status species have the potential to occur within the site.

Table 4-8: List of Special Status Plants with Potential to Occur Onsite and/or in the Vicinity

Species	Status*	Habitat	Occurrence within the Site
Beaked clarkia (*Clarkia rostrata*)	California Native Plant Society (CNPS) 1B	Found in woodlands and valley foothill grasslands on the west slope of the Sierra Nevada range, around 1,650 feet in elevation. Blooms April – May.	**Possible.** The oak woodland habitat onsite was suitable for this species. The nearest recorded observation of this species within the vicinity was approximately 2 miles northwest of the site in 1985.
Big-scale balsamroot (*Balsamorhiza macrolepis*)	CNPS 1B	Found in open, grassy, or rocky slopes within chaparral, grassland, and cismontane woodland habitats at elevations less than 5,000 feet. Blooms March – July.	**Possible.** The oak woodland and chaparral habitat onsite was suitable for this species. The nearest recorded observation of this species within the vicinity was approximately 3.5 miles southeast of the site in 1886.
Congdon's lomatium (*Lomatium congdonii*)	CNPS 1B	Occurs in cismontane woodland and chapparal habitats. Especially in serpentine soils with serpentine chaparral plants and grey pines. Grows at elevations between 1,100 and 2,100 feet. Blooms March – June.	**Possible.** The oak woodland and chaparral habitat onsite was suitable for this species. The nearest recorded observation of this species within the vicinity was around the unincorporated community of Mariposa in 1903.
Congdon's woolly sunflower (*Eriophyllum congdonii*)	CNPS 1B	Found in chaparral, cismontane woodland, lower montane coniferous forest, and valley and foothill grasslands. Occurs in cracks in rock outcroppings, and on talus; sometimes with blue oaks, and	**Possible.** The site contained suitable habitat for this species. The nearest recorded observation of this species within the vicinity was approximately 9 miles northeast of the site in 1999.

Species	Status*	Habitat	Occurrence within the Site
		California buckeye. Found at elevations between 1,640 and 6,230 feet. Blooms March – June.	
Grassland suncup (*Camissonia lacustris*)	CNPS 1B	Occurs in valley and foothill grasslands, cismontane woodland, lower montane coniferous forest, and chaparral, often on gravelly, serpentine, and granitic soils at elevations between 590 and 4,000 feet. Blooms April – June.	**Possible.** The site contained suitable habitat for this species. The nearest recorded observation of this species within the vicinity was approximately 10 miles southeast of the site in 1963.
Koch's cord moss (*Entosthodon kochii*)	CNPS 1B	Occurs in cismontane woodland. Often found growing on soil on riverbanks at elevations between 600 and 1,200 feet.	**Absent.** The site is outside of the elevational range for this species.
Madera leptosiphon (*Leptosiphon serrulatus*)	CNPS 1B	Found within openings of foothill woodland, often yellow-pine forest, and chaparral at elevations between 1,000 and 4,300 feet. Blooms April – May.	**Possible.** The oak woodland and chaparral habitat onsite was suitable for this species. The nearest recorded observation of this species within the vicinity was around the unincorporated community of Mariposa in 1896.
Mariposa clarkia (*Clarkia biloba* ssp. *australis*)	CNPS 1B	Found in chaparral and cismontane woodland and several sites occur in the foothill woodland/riparian ecotone. Often occurs on serpentine soil at elevations between 980 and 1,800 feet. Blooms May – June.	**Possible.** The oak woodland and chaparral habitat onsite was suitable for this species. The nearest recorded observation of this species within the vicinity was approximately 1 mile northwest of the site in 2009.
Mariposa cryptantha (*Cryptantha mariposae*)	CNPS 1B	Usually occurs in chaparral communities. Can be found on rocky, semi barren ridges, dry slopes, and serpentine outcrops at elevations between 650 and 2,200 feet. Blooms April – June.	**Possible.** The chaparral habitat onsite was suitable for this species. The nearest recorded observation of this species within the vicinity was approximately 1 mile northwest of the site in 1994.
Mariposa daisy (*Erigeron mariposanus*)	CNPS 1A	Found in cismontane woodland. One known site. Occurs at elevations between 1,970 and 2,625 feet. Blooms June – August.	**Possible.** The oak woodland habitat onsite was suitable for this species. The nearest recorded observation of this species within the vicinity was around the unincorporated community of Mariposa in 1900.
Mariposa lupine (*Lupinus citrinus* var. *deflexus*)	CNPS 1B	Found in chaparral and cismontane woodland. Occurs on decomposed granitic sand on hilltops and hillsides on the western slope of the Sierra Nevada, mostly in areas with southern exposure. Found at elevations between 1,310 and 1,970 feet. Blooms April – May.	**Possible.** The oak woodland and chaparral habitat onsite was suitable for this species. The nearest recorded observation of this species within the vicinity was approximately 2 miles east of the site in 2008.
Mariposa pussypaws (*Calyptridium pulchellum*)	FT, CNPS 1B	Found in cismontane woodland and chaparral. Occurs on granite domes and is restricted to exposed sites at elevations between 1,300 and 3,600 feet. Blooms April – May.	**Possible.** The oak woodland and chaparral habitat onsite was suitable for this species. The nearest recorded observation of this species within the vicinity was approximately 3 miles south of the site in 2011.
Parry's horkelia (*Horkelia parryi*)	CNPS 1B	Found in chaparral and cismontane woodland. Occurs in openings in chaparral or woodland; especially known from the Ione formation in Amador County. Found at elevations	**Possible.** The oak woodland and chaparral habitat onsite was suitable for this species. The nearest recorded observation of this species within the vicinity was approximately 8 miles northeast of the site in 2013.

Species	Status*	Habitat	Occurrence within the Site
		between 275 and 3,655 feet. Blooms April – September.	
Pleasant Valley mariposa-lily (*Calochortus clavatus* var. *avius*)	CNPS 1B	Found in the lower montane coniferous forests of the Sierra Nevada range, often in rocky areas at elevations between 2,900 and 5,900 feet. Blooms May – July.	**Absent.** The site is outside of the elevational range for this species.
Recurved larkspur (*Delphinium recurvatum*)	CNPS 1B	Occurs in chenopod scrub, cismontane woodland, and grassland habitats on poorly drained, fine, alkaline soils; often in valley saltbush or valley chenopod scrub communities at elevations between 100 and 2,600 feet. Blooms March – June.	**Unlikely.** The soils onsite are unsuitable for this species. The nearest recorded observation of this species within the vicinity was approximately 16 miles southeast of the site in 1979.
Shaggyhair lupine (*Lupinus spectabilis*)	CNPS 1B	Found in chaparral and cismontane woodland habitats. Associated with open rocky slopes of serpentine and grey pine woodland. Occurs at elevations between 850 and 2,700 feet. Blooms April – May.	**Possible.** The oak woodland and chaparral habitat onsite was suitable for this species. The nearest recorded observation of this species within the vicinity was approximately 1 mile northwest of the site in 1994.
Slender-stalked monkeyflower (*Erythranthe gracilipes*)	CNPS 1B	Found in disturbed areas, such as road shoulders and burns. Can also be found in the cracks of large granitic rocks in chaparral habitats. Grows at elevations between 1,600 and 4,300 feet. Blooms April – May.	**Possible.** The chaparral habitat of the site was suitable for this species. The nearest recorded observation of this species within the vicinity was approximately 0.5 miles southeast of the site in 1897.
Slender-stemmed monkeyflower (*Erythranthe filicaulis*)	CNPS 1B	Found in cismontane woodland, lower and upper montane coniferous forests, and meadows and seeps. Often within the transition zone of the Sierra Nevada on moist granitic sand and meadow edges and in vernally mesic sites. Occurs at elevations between 3,935 and 5,740 feet. Blooms May – July.	**Absent.** The site is outside of the elevational range for this species.
Yellow-lip pansy monkeyflower (*Diplacus pulchellus*)	FT, CSSC	Found in yellow pine forest, meadows, and wetland-riparian habitats. Often in vernally wet depressions or seepage areas at elevations between 1,970 and 6,560 feet. Blooms April – July.	**Possible.** The creek habitat and portions of the oak woodland habitat within the site were suitable for this species. The nearest recorded observation of this species within the vicinity was approximately 4.5 miles southeast of the site in 1958.
Yosemite onion (*Allium yosemitense*)	CNPS 1B	Found in broadleaved upland forest, chaparral, cismontane woodland, and lower montane coniferous forest. Occurs in pockets of wet soil or in wet cracks of metamorphic rock, and on slopes and walls. Found at elevations between 1,770 ~~2,625~~ and 7,23~~2~~0 feet. Blooms May – June.	~~Absent~~ Possible. The chapparal, oak woodland, and mixed oak/pine forest habitats provide suitable habitat for this species~~ site is outside of the elevational range for this species~~. The nearest recorded observation of this species within the vicinity was approximately 12.5 miles northeast of the site in 1981.

Table 4-9: List of Special Status Animals with Potential to Occur Onsite and/or in the Vicinity

Species	Status*	Habitat	Occurrence within the Site
Bald eagle (*Haliaeetus leucocephalus*)	CE, CFP	Resides in old growth forests as well as lower montane coniferous forests. Can also be found in open uplands in the winter. Nests are generally found in large trees within a mile of water. Nests and winters along ocean shores, lake margins, and rivers.	**Unlikely.** While this species could forage or fly over the site, no waterbodies are within the site, and it is unlikely this species would nest within the site. The nearest recorded observation of this species within the vicinity was approximately 15 miles south of the site in 2007.
California condor (*Gymnogyps californianus*)	FE, CE, CFP	Typically nests in cavities in canyon or cliff faces but have also been recorded nesting in giant sequoias in Tulare County. Requires vast expanses of open savannah, grassland, and/or foothill chaparral in mountain ranges of moderate altitude. Forages for carrion up to 100 miles from their roost/nest sites.	**Unlikely.** While this species could forage or fly over the site, no cliffs are within the site, and it is unlikely this species would nest within the site. There are no recorded observations of this species on CNDDB within the regional vicinity of the Project.
California red-legged frog (*Rana draytonii*)	FT, CSSC	Inhabits perennial rivers, creeks, and stock ponds with vegetative cover within the Coast Range and northern foothills of the Sierra Nevada.	**Possible.** Waterways within the site could support this species. There are no recorded observations of this species on CNDDB within the regional vicinity of the Project.
California tiger salamander – central California DPS (*Ambystoma californiense*)	FT, CT	Requires vernal pools or seasonal ponds for breeding and small mammal burrows for aestivation. Generally found in grassland and oak savannah plant communities in central California from sea level to 1,500 feet in elevation. Can migrate up to 1.3 miles to breed.	**Absent.** The site is outside of the elevational range for this species.
Crotch's bumble bee (*Bombus crotchii*)	CCE	Occurs throughout coastal California, as well as east to the Sierra Nevada-Cascade crest, and south into Mexico. Food plant genera include snapdragons, scorpionweeds, primroses, poppies, and buckwheats. Nests are often located underground in abandoned rodent nests, or above ground in tufts of grass, old bird nests, rock piles, or cavities in dead trees. This species overwinters under leaf litter or soft soil.	**Possible.** The site contained suitable habitat that would provide foraging habitat for this species and contained dead trees and small mammal burrows where this species could nest and overwinter. The nearest recorded observation of this species within the vicinity was approximately 5.5 miles southwest of the site in 2020.
Foothill yellow-legged frog – south Sierra Distinct Population Segment (*Rana boylii*)	FE, CE	Frequents rocky streams and rivers with rocky substrate and open, sunny banks in forests, chaparral, and woodlands. Occasionally found in isolated pools, vegetated backwaters, and deep, shaded, spring-fed pools.	**Possible.** Waterways within the site could support this species. The nearest recorded observation of this species within the vicinity was around the unincorporated community of Mariposa in 1899.
Fisher- Southern Sierra Nevada-ESU (*Pekania pannanti*)	FE, CT	Can be found in intermediate to large-tree stages of coniferous forests with high percent canopy closure, generally within the low-medium elevational areas of the southern Sierra Nevada.	**Absent.** The site is outside of the elevational range for this species.

Species	Status*	Habitat	Occurrence within the Site
Hardhead (*Mylopharodon conocephalus*)	CSSC	Occurs in low- to mid-elevation streams in the Sacramento-San Joaquin drainage. Clear, deep pools with sand-gravel-boulder bottoms and slow-moving water are required. This species is often sympatric with Sacramento pikeminnow and Sacramento sucker. Hardhead are typically absent from streams occupied by sunfishes and from heavily altered habitats.	**Possible.** Waterways within the site could support this species. The nearest recorded observation of this species within the vicinity was approximately 0.5 mile southeast of the site in Stockton Creek in 2017.
Limestone salamander (*Hydromantes brunus*)	CFP, CT	Found in limestone outcrops in the foothill pine-chaparral belt along the Merced River and its tributaries, from 800-2600 feet in elevation. California buckeye is an indicator of optimal habitat. Seeks cover in limestone caverns, talus, rock fissures, and surface objects.	**Absent.** The site is outside of the known range for this species.
Monarch butterfly (*Danaus plexippus*)	FPT	Roosts in wind-protected tree groves (eucalyptus, Monterey pine, cypress), with nectar and water sources nearby. Larval host plants consist of milkweeds. Winter roost sites extend along the Pacific Coast from northern Mendocino to Baja California, Mexico.	**Possible.** The site contained suitable foraging habitat for this species. Monarchs could travel through the site during the breeding season. While they could travel through the site, roosting habitat was absent. The nearest observation on iNaturalist occurred within Mariposa.
Northwestern pond turtle (*Actinemys marmorata*)	FPT, CSSC	An aquatic turtle of ponds, marshes, slow-moving rivers, streams, and irrigation ditches with riparian vegetation. Requires adequate basking sites and sandy banks or grassy open fields to deposit eggs.	**Possible.** Waterways within the site could support this species. The nearest recorded observation of this species within the vicinity was around the unincorporated community of Mariposa on an unknow date.
Pallid bat (*Antrozous pallidus*)	CSSC	Found in grasslands, chaparral, and woodlands, where it feeds on ground- and vegetation-dwelling arthropods, and occasionally takes insects in flight. Prefers to roost in rock crevices, but may also use tree cavities, caves, bridges, and other human-made structures.	**Possible.** The site provides suitable foraging and roosting habitat for this species. The nearest recorded observation of this species within the vicinity was approximately 8 miles north of the site in 1997.
Sierra Nevada yellow-legged frog (*Rana sierrae*)	FT, CE	Prefer lakes, ponds, marshes, meadows, and streams at elevations ranging from 4,500 to 12,000 feet. They are always encountered within a few feet of water.	**Absent.** The site is outside of the elevational range for this species.
Spotted bat (*Euderma maculatum*)	CSSC	Roosts in cliffs, rock crevices, and caves. Often forages over water and along washes. This species feeds almost exclusively on moths.	**Unlikely.** While this species could forage or fly over the site, no cliffs are within the site, and it is unlikely this species would roost within the site. The nearest recorded observation of this species within the vicinity was approximately 8 miles north of the site in 1996.
Townsend's big-eared bat (*Corynorhinus townsendii*)	CSSC	Occurs in a variety of habitats, but prefers cool, dark roost sites, and is often found in caves and mines. They roost in the open, hanging from walls and ceilings. Western	**Unlikely.** While this species could forage or fly over the site, no cliffs or caves are within the site, and it is unlikely this species would roost within the site. The nearest recorded observation of this

Species	Status*	Habitat	Occurrence within the Site
		populations typically forage on moths in areas of dense foliage.	species within the vicinity was approximately 4.5 miles northwest of the site in 1956.
Valley elderberry longhorn beetle (*Desmocerus californicus dimorphus*)	FT	Lives in mature elderberry shrubs in the Central Valley and adjacent foothills from Tehama County south through Merced and Mariposa Counties with two scattered populations in Madera and Fresno Counties. Adults are active from March to June.	**Absent.** The site is outside of the known range for this species.
Western spadefoot (*Spea hammondii*)	FPT, CSSC	The majority of the time this species is terrestrial and occurs in small mammal burrows and soil cracks, sometimes in the bottom of dried pools. Prefers open areas with sandy or gravelly soils, in a variety of habitats including mixed woodlands, grasslands, coastal sage scrub, chaparral, sandy washes, lowlands, river floodplains, alluvial fans, playas, alkali flats, foothills, and mountains. Vernal or seasonal pools, that hold water for a minimum of three weeks, are necessary for breeding.	**Absent.** The site is outside of the known range for this species.

***EXPLANATION OF OCCURRENCE DESIGNATIONS AND STATUS CODES**

Present:	Species observed on the site at time of field surveys or during recent past.
Likely:	Species not observed on the site, but it may reasonably be expected to occur there on a regular basis.
Possible:	Species not observed on the site, but it could occur there from time to time.
Unlikely:	Species not observed on the site, and would not be expected to occur there except, perhaps, as a transient.
Absent:	Species not observed on the site and precluded from occurring there due to absence of suitable habitat.

STATUS CODES

FE	Federally Endangered	CE	California Endangered
FT	Federally Threatened	CCE	California Endangered (Candidate)
FPT	Federally Threatened (Proposed)	CT	California Threatened
		CFP	California Fully Protected
		CSSC	California Species of Special Concern

CNPS LISTING

1A	Plants presumed extinct in California.
1B	Plants rare, threatened, or endangered in California and elsewhere.

4.4.6 IMPACT ANALYSIS

a) Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

Less than Significant Impact with Mitigation Incorporated. Of the 20 regionally occurring special status plant species, ~~five~~ four are considered absent from or unlikely to occur within the site due to past or ongoing disturbance and/or the absence of suitable habitat. These species include Koch's cord moss, Pleasant Valley mariposa-lily, recurved larkspur, and slender-stemmed monkeyflower~~, and Yosemite onion~~. Since it is unlikely that these species would occur onsite, implementation of the Project would

have no impact on these five special status species through construction mortality, disturbance, or loss of habitat. Mitigation measures are not warranted.

Of the 17 regionally occurring special status animal species, 10 are considered absent from or unlikely to occur within the site due to past or ongoing disturbance and/or the absence of suitable habitat. These species include Bald eagle, California condor, California tiger salamander, fisher, limestone salamander, Sierra Nevada yellow-legged frog, spotted bat, Townsend's big-eared bat, valley elderberry longhorn beetle, and western spadefoot. Since it is unlikely that these species would occur onsite, implementation of the Project should have no impact on these 10 special status species through construction mortality, disturbance, or loss of habitat. Mitigation measures are not warranted.

General Project-Related Impacts

Species protected by California Fish and Game Code, CDFW, USFWS, or CEQA that have the potential to be impacted by Project activities include: beaked clarkia, big-scale balsamroot, Congdon's lomatium, Congdon's woolly sunflower, grassland suncup, Madera leptosiphon, Mariposa clarkia, Mariposa cryptantha, Mariposa daisy, Mariposa lupine, Mariposa pussypaws, Parry's horkelia, shaggyhair lupine, slender-stalked monkeyflower, yellow-lip pansy monkeyflower, Yosemite onion, California red-legged frog, Crotch's bumble bee, foothill yellow-legged frog, hardhead, monarch butterfly, northwestern pond turtle, and pallid bat. Other sensitive resources that have the potential to be impacted by the Project include nesting migratory birds, jurisdictional waters, wildlife movement corridors, and native wildlife nursery sites.

While the Project has the potential to impact a number of sensitive resources, and specific mitigation would be incorporated to reduce such impacts, general mitigation measures, memorialized as BIO-1 and BIO-2 will help reduce potential impacts to these resources to a less than significant level under CEQA and will help with complying with State and federal laws protecting these resources.

Project-Related Impacts to Special Status Plant Species

The following special status plant species were identified to potentially occur within or adjacent to the site: beaked clarkia, big-scale balsamroot, Congdon's lomatium, Congdon's woolly sunflower, grassland suncup, Madera leptosiphon, Mariposa clarkia, Mariposa cryptantha, Mariposa daisy, Mariposa lupine, Mariposa pussypaws, Parry's horkelia, shaggyhair lupine, slender-stalked monkeyflower, and yellow-lip pansy monkeyflower. Beaked clarkia and Mariposa daisy may occur within the oak woodland habitat of the site. Mariposa cryptantha and slender-stalked monkeyflower may occur within the chaparral habitat of the site. Yellow-lip pansy monkeyflower may occur within the creek habitat of the site. Big-scale balsamroot, Congdon's lomatium, Madera leptosiphon, Mariposa clarkia, Mariposa lupine, Mariposa pussypaws, Parry's horkelia, and shaggyhair lupine may occur within the oak woodland and chaparral habitats of the site. Congdon's woolly sunflower, ~~and~~ grassland suncup, and Yosemite onion may occur within all habitats of the site.

The survey of the site was conducted outside the blooming season for these plants. Projects that adversely affect special status plants or result in the mortality of special status plants would be considered a significant impact under CEQA and may be a violation of State and/or federal laws.

Implementation of mitigation measures BIO-3, BIO-4, and BIO-5 will reduce potential impacts to special status plants to a less than significant level under CEQA and will help the Project comply with State and federal laws protecting these plant species.

Project-Related Mortality and/or Nest Abandonment of Migratory Birds, Raptors, and Special Status Birds

The site and adjacent areas contain suitable nesting and foraging habitat for a variety of protected bird species, such as migratory birds, and raptors. It is anticipated that during the nesting bird season, protected birds could nest on the ground or in shrubs and trees within and adjacent to the site, and forage within the site. Protected birds located within or adjacent to the site during construction have the potential to be injured or killed by Project-related activities. In addition to the direct "take" of protected birds within the site and adjacent areas, these birds nesting in these areas could be disturbed by Project-related activities resulting in nest abandonment. Projects that adversely affect the nesting success of protected birds or result in the mortality of these birds would be a violation of State and federal laws and considered a potentially significant impact under CEQA.

While foraging habitat for protected birds, such as California condor and bald eagle, is present on the site, suitable foraging habitat is located adjacent to the site and within the vicinity of the site. Loss of the foraging habitat from implementation of the Project is not considered a significant impact.

Implementation of mitigation measures BIO-6, BIO-7, and BIO-8 will reduce potential impacts to protected nesting birds to a less than significant level under CEQA and will help the Project comply with State and federal laws protecting these avian species.

Project-Related Mortality and/or Disturbance to California Red-Legged Frog

The site contains Mariposa Creek along the north/northeast portion of the site and an unnamed creek along the south portion of the site. These waterways provide suitable aquatic habitat, and the oak woodland and mixed oak/pine forest habitats provide suitable upland habitat for California red-legged frog (CRLF). CRLF within the site during construction have the potential to be injured or killed by Project-related activities. Projects that result in the mortality of individuals would be considered a potentially significant impact under CEQA and a violation of federal law protecting this species.

Implementation of mitigation measures BIO-9, BIO-10, and BIO-11 will reduce potential impacts to CRLF to a less than significant level under CEQA and will help the Project comply with state and federal laws protecting this species.

Project-Related Mortality and/or Disturbance to Crotch's Bumble Bee

Habitats within the site and surrounding area were determined to be suitable for foraging, nesting, and overwintering Crotch's bumble bee. Queens are actively flying for only two months from March until May and reach maximum flying activity in April. Males are generally present and flying from May to September with peak flying activity occurring in July. Workers of this species are present and flying from April to August, with peak flying activity occurring between May and June. There is abundant foraging habitat adjacent to the APE that could be used, and implementation of the Project would not significantly reduce potential foraging habitat for this species. Therefore, no mitigation measures are warranted for loss of foraging habitat. Construction activities occurring within nesting or overwintering habitat could result in injury, mortality, displacement, disturbance, or inhibit the movement of this species, and would be considered a significant impact under CEQA and a violation of the California Endangered Species Act.

Implementation of mitigation measures BIO-12 and BIO-13 will reduce potential impacts to nesting and overwintering Crotch's bumble bee to a less than significant level under CEQA will help the Project comply with State laws protecting this species.

Project-Related Mortality and/or Disturbance to Monarch Butterfly

Habitats within portions of the site are likely to be suitable for foraging monarch butterflies. Monarchs could travel through the site during the breeding season and potentially lay eggs on milkweeds. While

monarchs could travel through the site, roosting habitat was absent. There is abundant foraging habitat adjacent to the site that could be used, and implementation of the Project is unlikely to significantly reduce potential foraging habitat for this species. Therefore, no mitigation measures are warranted for loss of foraging habitat. Construction activities during the breeding season could result in injury, mortality, displacement, or disturbance and would be considered a significant impact under CEQA.

Implementation of mitigation measures BIO-14 through BIO-18 will reduce potential impacts to monarch eggs and larvae to a less than significant level under CEQA and will help the Project comply with federal laws protecting this species.

Project-Related Mortality and/or Disturbance of Maternity Roosting Bats and Special Status Bats

Trees with natural cavities occurred within the site may support tree-roosting species of bats such as pallid bats. Roosting habitat becomes especially sensitive to bat populations during the maternity season (March 1 to September 30) when pups are maturing and during the overwintering season (November 1 through February 28). Projects that impact maternity roosting bats or hibernating roosting special status bats would be considered a significant impact under CEQA.

Implementation of mitigation measures BIO-19 through BIO-22 will reduce potential impacts to roosting maternity bats and roosting special status bats to a less than significant level under CEQA.

Project-Related Mortality and/or Disturbance to Foothill Yellow-Legged Frog

The site contains Mariposa Creek along the north/northeast portion of the site and an unnamed creek along the south portion of the site. These waterways provide suitable aquatic habitat, and the oak woodland and mixed oak/pine forest habitats provide suitable upland habitat for foothill yellow-legged frogs (FYLF). FYLF within the site during construction have the potential to be injured or killed by Project-related activities. Projects that result in the mortality of individuals would be considered a potentially significant impact under CEQA and a violation of federal law protecting this species.

Implementation mitigation measures BIO-23 through BIO-26 will reduce potential impacts to FYLF to a less than significant level and help the Project comply with federal and state laws that protect this species.

Project-Related Mortality and/or Disturbance to Hardhead

The site contains Mariposa Creek along the north/northeast portion of the site and an unnamed creek along the south portion of the site through no Project activities are proposed within the creek habitat. These waterways provide suitable aquatic habitat for hardhead. Hardhead present within the creek during construction have the potential to be injured or killed by Project-related activities. Projects that result in the mortality of individuals would be considered a potentially significant impact under CEQA and a violation of federal law protecting this species.

Implementation of mitigation measures BIO-27, BIO-28, and BIO-29 will reduce potential impacts to the hardhead to a less than significant level under CEQA and will ensure compliance with state laws protecting this species.

Project-Related Mortality and/or Disturbance to Northwestern Pond Turtle

The site contains Mariposa Creek along the north/northeast portion of the site and an unnamed creek along the south portion of the site. The creek habitat could be used by northwestern pond turtle for dispersal and basking. The oak woodland habitat of the site could be used by northwestern pond turtle for nesting and foraging. Upland areas would be permanently impacted through no Project activities are proposed within the creek habitat. Noise, vegetation removal, movement of workers, construction, and ground disturbance as a result of Project activities have the potential to significantly impact northwestern

pond turtle. Potentially significant impacts associated with Project activities could include inadvertent entrapment or direct mortality. Project activities that impact northwestern pond turtles would be considered a potentially significant impact under CEQA.

Mitigation measures BIO-30, BIO-31, and BIO-32 will be implemented prior to the start of construction and will reduce impacts to northwestern pond turtle to a less than significant level under CEQA.

b) Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

Less than Significant Impact with Mitigation Incorporated. Riparian habitat is present along Mariposa Creek and the unnamed stream. though impacts to these waterways and riparian habitat are not proposed during the Project. If the Project were to impact riparian habitat, impacts are addressed under mitigation described in impact analysis question "c" (BIO-35). Although there are no recorded observations of a natural community of special concern mapped within the site and no natural communities of special concern were observed during the field survey, the Project could impact high quality habitat for wildlife species in the area. Implementation of mitigation measures BIO-33 and BIO-34 will reduce potential impacts to high quality habitat to a less than significant level under CEQA and will ensure compliance with applicable State laws.

c) Would the project have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

Less than Significant Impact with Mitigation Incorporated. The Project involves the construction of approximately 12.3 miles of nature trails. No work is currently proposed to occur within Mariposa Creek or the unnamed stream. Project-related impacts to some or all of these waters would be considered a potentially significant impact under CEQA. Impacts to waters of the U.S. are also subject to the permit requirements of Sections 401 and 404 of the Clean Water Act and impacts to waters of the state are subject to the permit requirements of Section 401 of the Clean Water Act and California Fish and Game Code. The placement of fill within any wetlands or other jurisdictional features will require a 401 Water Quality Certification from the RWQCB, 404 permit from the United States Army Corps of Engineers (USACE), and a Lake or Streambed Alteration Agreement from CDFW.

There are no designated wild and scenic rivers within the site; therefore, the Project would not result in direct impacts to wild and scenic rivers.

If construction involves ground disturbance over an area greater than one acre, the Project would need to obtain a Construction General Permit under the Construction Storm Water Program administered by the RWQCB. A prerequisite for this permit is the development of a Storm Water Pollution Prevention Plan to ensure construction activities do not adversely affect water quality. This plan will need to be prepared in support of the Construction General Permit application.

Implementation of mitigation measure BIO-35 will reduce potential impacts to waters to a less than significant level under CEQA and will ensure compliance with State and federal laws protecting these waters.

d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

Less than Significant Impact with Mitigation Incorporated. The oak woodland and mixed oak/pine forest habitats of the site and surrounding areas consist of expansive open grassland and forests where species could move through. Numerous game trails were observed during the field survey in these habitats. Mariposa Creek and the unnamed stream within the site could act as a corridor for aquatic and terrestrial wildlife, but no impacts are proposed to these waterways and wildlife will be able to continue using these features while construction is occurring and would be able to continue utilizing them after construction activities are completed.

The site has suitable features that could be used as native wildlife nursery sites. Large trees with natural cavities were located within and adjacent to the site and could function as native wildlife nursery sites for bats. Mariposa Creek and the unnamed stream could be used by amphibian species as wildlife nursery sites, though no work is proposed within these waterways. Project-related impacts to any native wildlife nursery sites would be considered a significant impact under CEQA.

The potential impacts to species that could use the trees as a wildlife nursery site have been addressed in Mitigation Measures **BIO-19**, and **BIO-22**. Impacts to species that could use the waterways as a wildlife nursery site have been addressed in Mitigation Measures **BIO-32**. Implementation of these measures will reduce potential impacts to native wildlife nursery sites to a less than significant level under CEQA. Implementation of mitigation measure **BIO-33** will reduce potential impacts to wildlife movement corridors to less than significant under CEQA.

e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

No Impact. The Project appears to be consistent with the goals and policies of the **State Oak Woodland Protection Statute**. There are no known Habitat Conservation Plans (HCPs) or Natural Communities Conservation Plan (NCCPs) in the Project vicinity. There would be no impact and mitigation measures are not warranted.

4.4.7 MITIGATION

General Project-Related Impacts

BIO-1 (***WEAP Training***): Prior to initiating construction activities (including staging and mobilization), all personnel associated with Project construction will attend a mandatory Worker Environmental Awareness Program (WEAP) training, conducted by a qualified biologist (someone familiar with the identification and habitats of these species), to aid workers in identifying special status resources that may occur within the site. The specifics of this program will include identification of the sensitive species and suitable habitats, a description of the regulatory status and general ecological characteristics of sensitive resources, and review of the limits of construction and mitigation measures required to reduce impacts to biological resources within the work area. This training will discuss special status species, describe the laws and regulations in place to provide protection of these species, identify the penalties for violation of applicable environmental laws and regulations, and include a list of required protective measures

to avoid "take." A fact sheet summarizing this information, along with photographs or illustrations of sensitive species with potential to occur on the site, will also be prepared for distribution to all contractors, their employees, and all other personnel involved with construction of the Project. All trainees will sign a form documenting that they have attended WEAP training and understand the information presented to them. These signed forms shall be provided to the Mariposa County Planning Department prior to initiation of construction activities.

BIO-2 (***BMPs***): The Project proponent will require that all workers employ the following best management practices (BMPs) in order to avoid and minimize potential impacts to special status species:

- Vehicles will observe a 15-mph speed limit while on unpaved access routes
- All open trenches, holes, sumps, and other excavations greater than 6-inches with sidewalls steeper than a 1:1 (45 degree) slope will have an escape ramp of earth or a non-slip material with a less than 1:1 slope or these will be covered with barrier material such that animals are unable to dig or squeeze under the barrier and become entrapped.
- Workers will inspect areas beneath parked vehicles, equipment, and materials prior to mobilization. If special status species are detected, the individual will either be allowed to leave of its own volition or will be captured by the qualified biologist (must possess appropriate collecting/handling permits or relevant experience) and relocated out of harm's way to the nearest suitable habitat beyond the influence of the Project work area. "Take" of a state or federal special status (rare, California Species of Special Concern, threatened, or endangered) species is prohibited without the necessary federal or state take permit.

BIO-3 The presence of any special status species will be reported to the Project's qualified biologist, who will submit the occurrence to the CNDDB. If necessary, the biologist will report the occurrence to CDFW and/or USFWS.

Any written BMPs provided to workers shall be provided to the Mariposa County Planning Department prior to initiation of construction activities.

Project-Related Impacts to Special Status Plant Species

BIO-4 (***Pre-Construction Survey***): Prior to Project activities occurring onsite, a qualified botanist/biologist will conduct focused botanical surveys during the appropriate blooming seasons. At a minimum three (3) surveys will be conducted, each at least one (1) month apart, across the blooming periods for beaked clarkia (April – May), big-scale balsamroot (March – July), Congdon's lomatium (March – June), Congdon's woolly sunflower (March – June), grassland suncup (April – June), Madera leptosiphon (April – May), Mariposa clarkia (May – June), Mariposa cryptantha (April – June), Mariposa daisy (June – August), Mariposa lupine (April – May), Mariposa pussypaws (April – May), Parry's horkelia (April – September), shaggyhair lupine (April – May), slender-stalked monkeyflower (April – May), ~~and~~ yellow-lip pansy monkeyflower (April – July), and Yosemite onion (May – June) according to CDFW's *Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Sensitive Natural Communities* (2018) for all appropriate habitats for these species within the site. The results of any surveys and mitigation measures employed to reduce impacts on species to less than

significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.

BIO-5 (*Avoidance*): If special status plants are identified during a survey, an avoidance buffer and, if necessary, use of exclusion fencing, will be placed around the area so as not to disturb the plants or its root system. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.

BIO-6 (*Formal Consultation*): If rare plant individuals or populations are detected within Project work areas during the focused botanical surveys, and the plants cannot be avoided, the Project proponent will initiate consultation with CNPS (for CNPS-ranked species), CDFW (for California proposed, threatened, or endangered species), and/or USFWS (for threatened or endangered species) to determine next steps for salvage and relocation. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.

Project-Related Mortality and/or Nest Abandonment of Migratory Birds, Raptors, and Special Status Birds

BIO-7 (*Avoidance*): The Project's construction activities will occur, if feasible, between ~~August 16~~October 1 and January 31 (outside of the nesting bird season) to avoid impacts to nesting birds.

BIO-8 (*Pre-construction Surveys*): If activities must occur within the nesting bird season (February 1 to ~~August 15~~September 30), a qualified biologist (someone able to identify these species) will conduct a pre-construction survey for active nests within seven (7) calendar days prior to the start of construction. It will be completed within the site, and up to 100 feet outside of the site for nesting migratory birds and up to 500 feet outside of the site for nesting raptors. Raptor nests are considered "active" upon the nest-building stage. If no active nests are observed, no further mitigation is required. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.

BIO-9 (*Avoidance Buffers*): On discovery of any active nests or breeding colonies near work areas, a qualified biologist will determine appropriate avoidance buffer distances based on applicable CDFW and/or USFWS guidelines, the biology of the species, conditions of the nest(s), and the level of Project disturbance. If necessary, avoidance buffers will be identified with flagging, fencing, or other easily visible means, and will be maintained until the biologist has determined that the nestlings have fledged. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.

Project-Related Mortality and/or Disturbance to California Red-Legged Frog

BIO-10 (***Pre-construction Take Avoidance Surveys***): A qualified biologist (someone familiar with the identification and habitat of this species) will conduct a pre-construction take avoidance survey for CRLF within seven (7) days of construction in accordance with the *Revised Guidance on Site Assessment and Field Surveys for the California Red-legged Frog* (USFWS 2005) or current guidance for CRLF to determine if CRLF are within or adjacent (within 100 feet) to the creek habitat. This survey will be completed when adult frogs are most likely to be detected at night between January 1 and June 30. If construction activities will begin outside of this timeframe two surveys will be required, one between January 1 and June 30 and the second survey within seven (7) days prior to construction activities within or adjacent (within 100 feet) of the creek habitat. If no CRLFs are found during the pre-construction survey(s) work may commence without further surveys. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.

BIO-11 (***CRLF Avoidance***): If CRLF are found during preconstruction surveys, initial ground-disturbing activities should be timed to avoid the period when CRLF are most likely to be moving through upland areas (November 1 and March 31). If any CRLF are found during preconstruction surveys or at any time during construction, a 50-foot no-disturbance buffer around CRLF and their burrows will be implemented. Project activities in the immediate vicinity will cease, allowing individuals to leave the Project site on their own accord.

~~BIO-11~~BIO-12 (***Monitor***): If CRLF are observed during ~~the~~ surveys or during construction, a qualified biologist will conduct a pre-activity clearance survey each day and remain on the site to oversee all vegetation clearing and ground disturbing activities within or adjacent (within 100 feet) of the creek habitat or in other areas of the project site when initial ground-disturbing activities must take place between November 1 and March 31 when CRLF are moving though upland habitats. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.

~~BIO-12~~BIO-13 (***FYLF Take Authorization***): If avoidance is not feasible the Project will consult with the USFWS to acquire take permits for CRLF prior to any Project activities. Copies of take permits shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.

Project-Related Mortality and/or Disturbance to Crotch's Bumble Bee

~~BIO-13~~BIO-14 (***Flying Bumble Bee and Nest Surveys***): A qualified biologist (someone who is familiar with and can identify bumble bees) will conduct three flying bumble bee and nest surveys during the peak flying periods (April, May to June, and July) in accordance with Survey Considerations for California Endangered Species Act Candidate Bumble Bee Species (California Department of Fish and Wildlife 2023) prior to initial ground disturbing activities within or adjacent (within 100 feet) of the creek habitat. The biologist will walk throughout the ~~creek~~ project work area ~~habitat onsite and up to 100 feet outside of the creek habitat~~ during the optimal time of the day to inspect for bumble bees and any

nests. If an individual is observed, it will be followed until it can be determined if a nest is present within the survey boundary. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.

~~BIO-14~~BIO-15 (*Identification and Protection Plan*): Bumble bee individuals need to be captured to be identified. If a bumble bee nest is observed, no Project activities will occur within 50 feet of the nest until a plan to identify the species using the nest and protect nesting and overwintering Crotch's bumble bee has been submitted to CDFW and approved in writing by CDFW. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.

Project-Related Mortality and/or Disturbance to Monarch Butterfly

~~BIO-15~~BIO-16 (*Avoidance*): Vegetation removal will not occur during the monarch breeding season (February 1 to August 31). This measure will be implemented by the Mariposa County Planning Department through the construction permitting process.

~~BIO-16~~BIO-17 (*Pre-construction Surveys*): If vegetation removal will occur during the breeding season (February 1 to August 31) a pre-construction survey of the BSA will be conducted by a qualified biologist (someone who can identify the species and is familiar with the species' host plants) within 15 days prior to construction activities to determine if milkweeds (*Asclepias* spp.) plants are located within the site. If no milkweed plants are observed, no further mitigation is required. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.

~~BIO-17~~BIO-18 (*Buffers*): If milkweeds are observed within the BSA during the breeding season (February 1 to August 31), an avoidance buffer will be placed around the area as to not to disturb the plant or its root system. The buffer will be left in place until a qualified biologist has determined the buffers are no longer warranted. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.

~~BIO-18~~BIO-19 (*Monarch Egg and Larvae Survey*): If milkweeds are observed within the BSA during the breeding season (February 1 to August 31) and cannot be avoided, a qualified biologist will conduct a monarch egg and larvae survey to look for eggs and larvae on milkweeds within seven (7) days prior to their removal. If no eggs or larvae are observed the milkweed plants can be removed under the supervision of a qualified biologist and will be replanted at a 3:1 ratio. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.

~~BIO-19~~BIO-20 (*Consultation with USFWS if Listed*): In the event a milkweed plant with monarch eggs or larvae is detected during the pre-construction survey and cannot be avoided and this

species is listed under the ESA prior to this observation, consultation with USFWS will be completed to avoid take. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.

Project-Related Mortality and/or Disturbance of Maternity Roosting Bats and Special Status Bats

~~BIO-20~~BIO-21 (***Pre-Construction Survey***)**:** A qualified biologist (someone familiar with the identification and sign of this species) will conduct a pre-construction survey for cavities and if needed, and emergence survey, within 7 days or less prior to construction if construction activities fall between March 1 and September 30 (bat maternity season) and/or November 1 through February 28 (overwintering season). This survey would help identify current bat roosting locations in trees or cavities within or near the Project site prior to the start of construction. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.

~~BIO-21~~BIO-22 (***Establish Buffers***)**:** On discovery of any bat roosts near work areas a qualified biologist will determine appropriate construction setback distances (buffer zones) based on the biology of the species, conditions of the roost(s), and the level of Project disturbance, if appropriate. If necessary, construction buffers will be identified with flagging, fencing, or other easily visible means, and will be maintained until the biologist has determined that the roost will no longer be impacted by construction. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.

~~BIO-22~~BIO-23 (***Avoidance***)**:** Project activities are not to occur within 100 feet of the identified maternity bat roost between sunset and sunrise during maternity season from March 1 through September 30 and the special status species overwintering bat roost from November 1 through February 28. Lighting is not to be used near roosts where it would shine on or into the roost entrance. Combustion equipment, such as generators, pumps, and vehicles are not to be parked, operated, under or adjacent to the roost. This measure will be implemented by the Mariposa County Planning Department through the construction permitting process.

~~BIO-23~~BIO-24 (***Disturbance to Trees***)**:** If a tree or trees must be removed a qualified biologist will inspect the tree prior to removal to verify that the tree is not active roosting habitat. Once the tree is deemed clear of bats, the tree will be removed within two days. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.

Project-Related Mortality and/or Disturbance to Foothill Yellow-Legged Frog

~~BIO-24~~BIO-25 (***Pre-construction Take Avoidance Survey***)**:** A qualified biologist (someone familiar with the identification and habitat of this species) will conduct surveys for FYLF in accordance with CDFW's *Considerations for Conserving the Foothill Yellow-Legged Frog* (California

Department of Fish and Wildlife 2018), or current guidance for FYLF to determine if FYLF are within or adjacent (within 100 feet) of the creek habitat. If no FYLFs are found during the pre-construction survey and no surface water is present in the creeks, work may commence without further surveys. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.

~~BIO-25~~BIO-26 (*FYLF Consultation and Avoidance*): If any FYLF are found during preconstruction surveys or at any time during construction, consultation with CDFW and USFWS is warranted to determine if the Project can avoid take. CDFW recommends that initial ground-disturbing activities be timed to avoid the period when FYLF are most likely to be moving through upland areas (i.e., November 1 to March 31). When ground-disturbing activities must take place between November 1 and March 31, CDFW recommends that a qualified biologist monitor construction activity daily for FYLF. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.

~~BIO-26~~BIO-27 (*Monitor*): If FYLF have been observed during preconstruction surveys or at any time during construction and ground-disturbing activities must take place between November 1 and March 31, surface water is present during the preconstruction surveys, or if surface water becomes present at any time during the work period, the qualified biologist will conduct a pre-activity clearance survey each day and remain on the site to oversee all vegetation clearing and ground disturbing activities within FYLF habitat. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.

~~BIO-27~~BIO-28 (*FYLF Take Authorization*): If avoidance is not feasible the Project will consult with the USFWS and CDFW to acquire take permits for FYLF prior to any Project activities. Copies of any take permits shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.

Project-Related Mortality and/or Disturbance to Hardhead

~~BIO-28~~BIO-29 (*Avoidance*): If possible, construction activities will not occur in or within 50 feet of Mariposa Creek or the unnamed creek when water is present. This measure will be implemented by the Mariposa County Planning Department through the construction permitting process.

~~BIO-29~~BIO-30 (*Pre-construction Survey*): If construction activities must occur in or within 50 feet of the waterways when water is present a pre-construction survey will be conducted by a qualified biologist (someone who is familiar with and can identify fish species) to look for hardhead and other special status fish species that may be present in Mariposa Creek or the unnamed creek. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.

~~BIO-30~~BIO-31 (***Formal Consultation***): If hardhead or other special status fish species are observed within Mariposa Creek or the unnamed creek and cannot be avoided the Project proponent will initiate consultation with the National Marine Fisheries Service and/or CDFW to determine any additional mitigation and minimization measures to avoid impacts to special status fish within the creeks. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.

Project-Related Mortality and/or Disturbance to Northwestern Pond Turtle

~~BIO-31~~BIO-32 (***Pre-construction Survey and Avoidance Buffers***): Within seven (7) days prior to the start of construction, a qualified biologist (someone familiar with the identification and habitat of this species) will conduct a pre-construction survey for northwestern pond turtle within the creek habitat and surrounding areas up to 330 feet. Pre-construction surveys will be conducted in accordance with the draft *Western Pond Turtle (Emys marmorata) Visual Survey Protocol for the Southcoast Ecoregion* (United States Geological Survey 2006), or current guidance. If no northwestern pond turtles are observed during the pre-construction survey, then construction activities may begin. If the surveys result in the identification of a northwestern pond turtle or an individual is found on the site during construction activities, it will be allowed to leave the site on its own or a qualified biologist (must possess appropriate collecting/handling permits or relevant experience) will stop work and relocate the individual. The qualified biologist will determine appropriate buffers to be implemented to avoid impacts to the individual(s). The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.

~~BIO-32~~BIO-33 (***Monitor***): If northwestern pond turtles are observed on the site, a qualified biologist will conduct a pre-activity clearance survey each day and remain on the site to oversee all vegetation clearing and ground disturbing activities until the individual(s) have left the site. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.

~~BIO-33~~BIO-34 (***Formal Consultation***): Should northwestern pond turtles get listed by the ESA in this area and the Project/qualified biologist needs to move an individual, consultation for protection plans and/or relocation plans with the appropriate agencies will be completed to avoid take. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.

Project-Related Impacts to Riparian Habitat and Natural Communities of Special Concern

~~BIO-34~~BIO-35 (***Analysis for Revegetation***): If trees are to be removed during Project activities a qualified biologist will complete an analysis on the number of trees and impacts to the habitat to determine if a habitat restoration and revegetation plan (HRRP) will be needed. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.

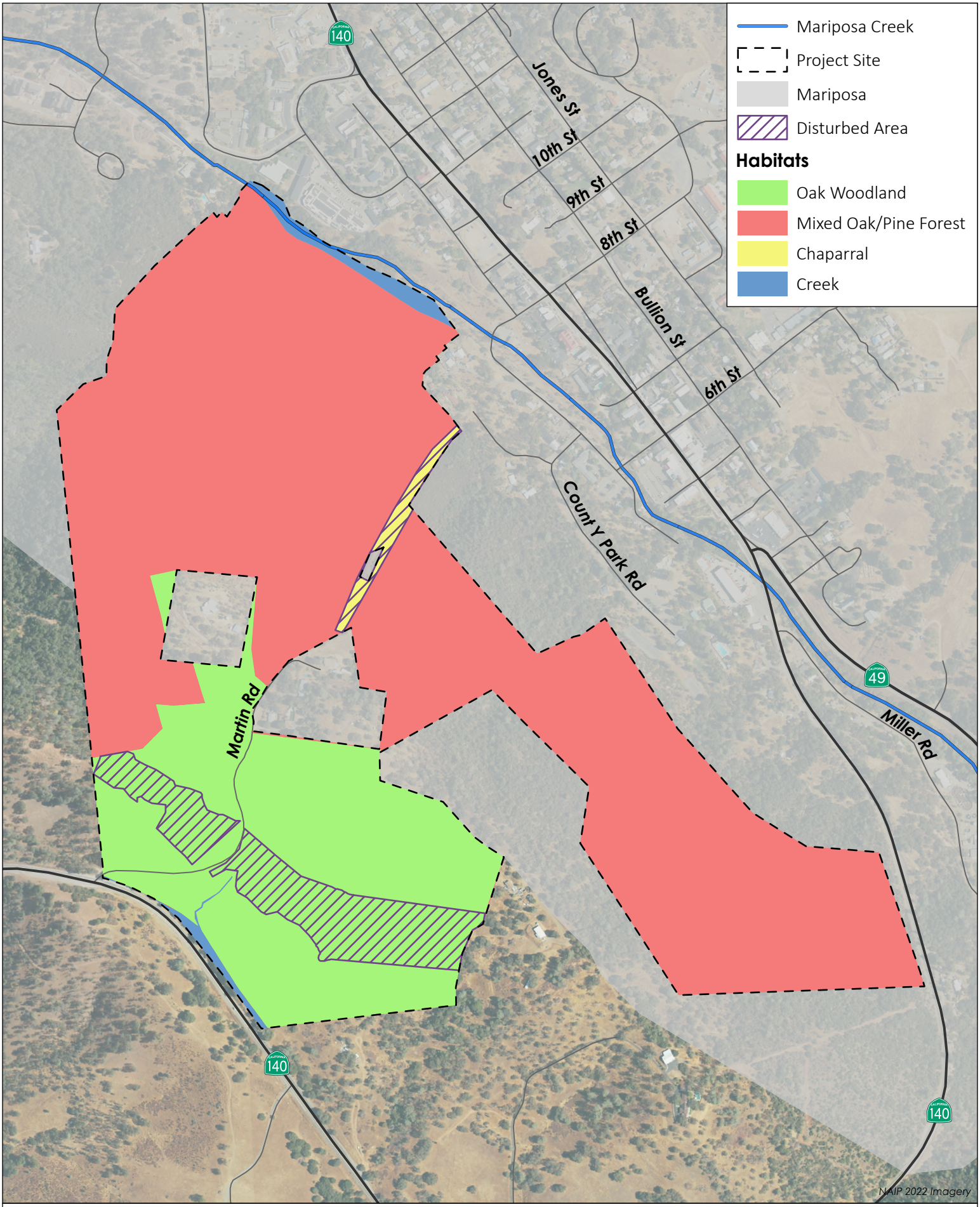
~~BIO-35~~BIO-36 (***HRRP***)**:** If determined by the qualified biologist's analysis an HRRP is required, one will be developed for the Project. Upon completion of the Project, all vegetation impacted by permanent and temporary impacts, including trails, staging areas, temporary roads, and borrow sites, will be recontoured if necessary and revegetated to promote restoration of the area to pre-Project conditions. The HRRP will detail the process or processes to be implemented to restore the target areas and replant vegetation removed during the Project and will include the following Project-specific information, at a minimum:

- summary of habitat impacts and proposed habitat restoration actions;
- location of the restoration sites and existing site conditions;
- restoration design, including a proposed restoration site schedule and descriptions of existing and proposed soils and hydrology;
- site preparation requirements (including soil amendments, if required);
- invasive species eradication plan if applicable, planting plan, and maintenance plan;
- monitoring measures, with performance and success criteria;
- monitoring methods, duration, and schedule; and contingency measures and remedial actions.

The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.

Project-Related Impacts to Regulated Waters, Wetlands, and Water Quality

~~BIO-36~~BIO-37 (***Permits***)**:** If the Project intends to impact potentially jurisdictional waters, permits with USACE, RWQCB, and/or CDFW will be obtained to comply with state and federal regulations, if necessary. These permits, certifications, and agreements would ensure impacts to waters are minimized to the extent possible and permanent impacts would be offset by compensatory mitigation. Copies of any permits, certifications, and agreements shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.



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Mariposa Creek Parkway Phase III Hillside Trails

Mariposa County

PROVOST& PRITCHARD

4.5 CULTURAL RESOURCES

Table 4-10: Cultural Resources Impacts

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource pursuant to in § 15064.5?	☐	☒	☐	☐
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?	☐	☒	☐	☐
c) Disturb any human remains, including those interred outside of dedicated cemeteries?	☐	☒	☐	☐

4.5.1 BASELINE CONDITIONS

Mariposa was originally founded as a mining camp on Agua Fría Creek approximately 6-miles west of present-day Mariposa. The town was moved to its current location in 1850 due to dwindling gold returns in Agua Fría Creek and frequent fires and flooding. The Frémont adobe, built as Frémont's office in 1850, was one of the first permanent structures in the new town that would become the county seat of Mariposa County the following year. The Mariposa courthouse was constructed in 1854 and is still in operation (Durham 1998). The town has many additional structures, a few of which are the Mariposa Meat Market (1859), the Bogan Building (1850s), the International Order of Oddfellow's Hall (1855), and the Capitol Saloon (1867). The Masonic Hall was constructed in 1851 and after fires in 1858 and 1866, the hall was rebuilt again in 1917. It has been recently renovated. The present-day Mariposa Hotel was originally Gallison's Hotel housed in the Stolder Building from 1877 until it burned in 1887. It was rebuilt in 1901 (See Appendix C).

While tourism has played a part in the economy of Mariposa since the 1870s, it wasn't until the route now known as Highway 140 was completed in 1926 that it really took off. For the first time, Yosemite travelers were passing through the heart of Mariposa. At the same time, the increasing affordability of automobiles meant that more people than ever were able to travel at their leisure. Tourism still plays a major role in Mariposa's economy, with over 50 percent of the population employed in tourism-related industries (See Appendix C).

4.5.1.1 PHASE I PEDESTRIAN SURVEY

A Phase I Survey Cultural Resources Report was prepared for the Project, dated August 2024. A site survey for potential archaeological and historic resources was conducted July 31st to August 2, 2024, by ASM & Affiliates staff archaeologist. The Area of Potential Effect (APE) that was used for the Phase I Survey Cultural Resources Report is identified as 235 acres. The field methods employed included intensive pedestrian examination of the ground surface for evidence of archaeological sites in the form of artifacts, surface features (such as bedrock mortars, historical mining equipment), and archaeological indicators (e.g., organically enriched midden soil, burnt animal bone); the identification and location of any discovered sites, should they be present; tabulation and recording of surface diagnostic artifacts; site sketch mapping; preliminary evaluation of site integrity; and site recording, following the California Office of Historic Preservation Instructions for Recording Historic Resources (See Appendix C).

4.5.1.2 RECORDS SEARCH

In order to determine whether the study area had been previously surveyed for cultural resources, and/or whether any such resources were known to exist on any of them, an archival records search was conducted by ASM Affiliates and staff of the Central California Information Center (CCIC) on March 14, 2024. The records search was completed to determine: (i) if prehistoric or historical archaeological sites had previously been recorded within the study area; (ii) if the project area had been systematically surveyed by archaeologists prior to the initiation of this field study; and/or (iii) whether the region of the field project was known to contain archaeological sites and to thereby be archaeologically sensitive. Records examined included archaeological site files and maps, the National Register of Historic Places, Historic Property Data File, California Inventory of Historic Resources, and the California Points of Historic Interest.

According to the CCIC record search, three previous studies have been conducted within the study area. An additional 36 studies have been completed within a 0.5-mi radius of the study area. The CCIC results identified no previously recorded cultural resources within the Project site. A total of 80 previously recorded cultural resources were identified within the 0.5-mi. buffer, with the nearest located less than 0.1 mi. from the Project site.

4.5.1.3 NATIVE AMERICAN OUTREACH

The Native American Heritage Commission (NAHC) in Sacramento was contacted for the Project. They were provided with a brief description of the Project and a map showing its location and were requested to perform a search of the Sacred Lands File to determine if any Native American resources have been recorded in the immediate Project area. The NAHC identifies, catalogs, and protects Native American cultural resources -- ancient places of special religious or social significance to Native Americans and known ancient graves and cemeteries of Native Americans on private and public lands in California. The NAHC is also charged with ensuring California Native American tribes' accessibility to ancient Native American cultural resources on public lands, overseeing the treatment and disposition of inadvertently discovered Native American human remains and burial items, and administering the California Native American Graves Protection and Repatriation Act, among many other powers and duties. NAHC provided a current list of Native American Tribal contacts in the Project area to notify of the proposed trail Project.

The results of the search indicated that no known sacred sites or tribal cultural resources were located within the Project area. Mariposa County sent outreach letters by certified mail to all the tribes listed on the NAHC contact list pursuant Assembly Bill 52. The Southern Sierra Miwuk Nation (SSMN) has knowledge of tribal cultural resources within portions of the project area and requested to review the Cultural Report. On June 4, the Phase I Survey Cultural Resources Report was provided to the SSMN.

4.5.2 IMPACT ANALYSIS

a) Would the project cause a substantial adverse change in the significance of a historical resource pursuant to in § 15064.5?

b) Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?

a and b) Less than Significant Impact with Mitigation Incorporated. A CHRIS records search, from the CCIC, was conducted March 14, 2024. According to the CCIC, three previous studies have been conducted within the study area. An additional 36 studies have been completed within a 0.5-mi radius of the study area. The CCIC results identified no previously recorded cultural resources within the Project site. A total of 80 previously recorded cultural resources were identified within the 0.5-mi. buffer, with the nearest located less than 0.1 mi. from the Project site. It is unlikely that the Project has the potential to result in significant impacts or adverse effects to cultural or historical resources, such as archaeological remains, artifacts, or historic properties. However, in the improbable event that cultural resources are

encountered during Project construction, implementation of mitigation measure CUL-1 outlined below would reduce impacts to less than significant.

c) Would the project disturb any human remains, including those interred outside of dedicated cemeteries?

Less than Significant Impact with Mitigation Incorporated. There is no evidence or record that the Project has the potential to be an unknown burial site, or the site of buried human remains. In the unlikely event of such a discovery, mitigation shall be implemented. With incorporation of mitigation measure CUL-2 outlined below, impacts resulting from the discovery of remains interred on the Project site would be less than significant.

4.5.3 MITIGATION

CUL-1 (Archaeological Remains) Should archaeological remains or artifacts be unearthed during any stage of project activities, work in the area of the discovery shall cease until the area is evaluated by a qualified archaeologist. If mitigation is warranted, the project proponent shall abide by recommendations of the archaeologist. The Mariposa County Planning Department shall be immediately notified of any find and mitigation measure recommended.

CUL-2 (Human Remains) In the event human remains, artifacts, or potentially significant cultural resources are discovered during ground disturbance on the project site, a Native American monitor shall be on-site for the duration of ground disturbance. During any construction activity that involves ground disturbance, if any signs of prehistoric, historic, archaeological, paleontological resources are evident, all work activity within fifty feet of the find shall stop and the Mariposa County Planning Department shall be notified immediately. No work shall be done within fifty feet of the find until Planning has identified appropriate measures to protect the find and those measures have been implemented by the project proponent. Protection measures for the site may include, but not be limited to, requiring the project proponent to hire a qualified archaeologist who shall conduct necessary inspections and research, and who may supervise all further ground disturbance activities and make any such recommendations as necessary to ensure compliance with applicable regulations. In addition to the Planning Department, the Mariposa County Coroner and the Native American Heritage Commission shall be notified should human remains be discovered. If the remains are determined by the Native American Heritage Commission to be Native American, the NAHC guidelines shall be adhered to in treatment and disposition of the remains. Representatives of the Most Likely Descendant shall be requested to be on-site during disturbance and/or removal of human remains.

4.6 ENERGY

Table 4-11: Energy Impacts

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	☐	☐	☒	☐
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☐	☒

4.6.1 BASELINE CONDITIONS

California's major sources of energy are petroleum products (i.e., gasoline, diesel, and oil), electricity, and natural gas. Pacific Gas and Electric (PG&E) supplies electricity to the Project area. PG&E obtains its power through hydroelectric, thermal (natural gas), wind, and solar generation or purchases. PG&E continually produces new electric generation and natural gas sources and implements continuous improvements to gas lines throughout its service areas to ensure the provision of services to residents. New construction would be subject to Titles 20 and 24 of the California Code of Regulations which each serve to reduce demand for electrical energy by implementing energy-efficient standards for residential, as well as non-residential buildings.

4.6.2 IMPACT ANALYSIS

a) Would the project result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

Less than Significant Impact. Implementation of the Project would require the temporary use of energy resources for removal of existing features and construction of new trail features. This energy use would primarily be in the form of petroleum products and electricity used to operate construction equipment and consumed during vehicle trips associated with material delivery/debris hauling and commuting workers. Indirect energy use would also occur and include the extraction, production, and transportation of goods and materials needed for construction. While construction activities would result in the temporary consumption of energy resources in the form of vehicle and equipment fuels (gasoline and diesel fuel) and electricity (directly or indirectly), such consumption would be incidental and temporary and would not result in wasteful, inefficient, or unnecessary consumption of energy resources. Maintenance of these structures would require minimal energy use, similar to existing County infrastructure maintenance activities. These activities would occur on an as-needed basis. Additionally, the Project does not involve constructing habitable structures; therefore, no energy efficiency policies apply. For these reasons, energy impacts during Project construction, maintenance, and operation would be less than significant.

b) Would the project conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

No Impact. The Project would not conflict with or obstruct a plan for renewable energy or energy efficiency. Project would follow any applicable State or local plan regarding renewable energy or energy efficiency. There would be no impact.

4.7 GEOLOGY AND SOILS

Table 4-12: Geology and Soils Impacts

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☐	☒
ii. Strong seismic ground shaking?	☐	☐	☐	☒
iii. Seismic-related ground failure, including liquefaction?	☐	☐	☐	☒
iv. Landslides?	☐	☐	☒	☐
b) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☐	☐
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☒	☐
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994) creating substantial direct or indirect risks to life or property?	☐	☐	☐	☒
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	☐	☐	☐	☒
f) Directly or indirectly destroy a unique paleontological resource or site or unique geological feature?	☐	☐	☒	☐

4.7.1 BASELINE CONDITIONS

4.7.1.1 GEOLOGY AND SOILS

Mariposa is situated in the western foothills of the central section of the Sierra Nevada mountain range. The Sierra Nevada mountain range is a granitic batholith formed by the uplifting of metamorphic and igneous rocks. The Mariposa TPA, which includes the Project area, is primarily underlain by metamorphic rocks.[5] The soils onsite consist of sand and sandy loam (see Section 4.4.1.2).

[5] (Mariposa County, 2006)

4.7.1.2 FAULTS AND SEISMICITY

The Foothills Fault System traverses Mariposa County. This fault system has a total length of more than 200 miles, located primarily along the western front of the Sierra Nevada foothills and consists of two major parallel fault and fracture zones that run northwest-southeast across Mariposa County: the Bear Mountains Fault Zone and the Melones Fault Zone. The Bear Mountains Fault Zone crosses the northern Mariposa County line at Highway 132 near the northwest corner of Lake McClure. It runs south-southeast over the lake near New Exchequer Dam but does not continue more than a few miles to the southeast beyond the lake. The Melones Fault Zone also runs southeast across the County closely following SR 49 from the area of Jamestown through Bear Valley to the town of Mariposa. Although, the Foothills Fault System is considered active (since the 1975 Oroville Earthquake, the majority of the County, including the Project area falls within the low-risk category for seismic activity.[6]

4.7.1.3 LIQUEFACTION

The potential for liquefaction, which is the loss of soil strength due to seismic forces, is dependent on soil types and density, the groundwater table, and the duration and intensity of ground shaking. Soil conditions are key factors in selecting locations for direct groundwater recharge projects. Using the United States Department of Agriculture Natural Resources Conservation Service soil survey of Mariposa County, an analysis of the soils onsite was performed. The Mariposa County General Plan deems the dangers of liquefaction in the County as minimal.[7]

4.7.1.4 SOIL SUBSIDENCE

There are two types of Subsidence: Land subsidence and hydrocompaction subsidence. Hydrocompaction subsidence occurs when a large land area settles due to over-saturation. These areas are typically composed of open-textured soils that become saturated, high in silt or clay content. Land subsidence occurs when an extensive amount of ground water, oil, or natural gas is withdrawn from below the ground surface. The soils onsite have a low to moderate risk of subsidence.

4.7.1.5 DAM AND LEVEE FAILURE

The closest dam or levee to the Project site is the Stockton Creek Dam. The Project area is outside of the Stockton Creek Dam Failure Inundation Boundary.[8]

4.7.2 IMPACT ANALYSIS

a) Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:

i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

No Impact. According to the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist, the Project area is not located within an Alquist-Priolo Earthquake Fault Zone and no known faults cut through the local soil at the site.[9] There would be no impact.

[6] (Mariposa County, 2006)
[7] Ibid.
[8] (California Department of Water Resources n.d.)
[9] (California Department of Conservation, 2021)

ii. Strong seismic ground shaking?

No Impact. The Project area is not likely to be impacted by strong seismic ground shaking. Therefore, there would be no impact.

iii. Seismic-related ground failure, including liquefaction?

No Impact. The Project is not located in or near a fault zone and the underlying soil is not susceptible to liquefaction.[10] There would be no impact.

iv. Landslides?

Less than Significant Impact. Landslides occur when masses of rock, earth, or debris move down a slope, including rock falls, deep failure of slopes, and shallow debris flows. Often, they accompany other natural hazards such as floods and earthquakes. The Project would construct trails along steep slopes that have the potential to degrade, resulting in landslides. To reduce potential impacts related to landslides, the Project would comply with all applicable California Building Code (CBC) requirements. In addition, Project design would include features that would maintain soil slope stability. These design features include planting and encouraging natural growth of vegetation and the use of retaining walls. Both features are an effective means of slope stabilization. With the inclusion of said Project features and compliance with the CBC, impacts would be less than significant.

b) Would the project result in substantial soil erosion or the loss of topsoil?

Less than Significant Impact. Earthmoving activities associated with the Project would include excavation and pond construction. These activities could expose soils to erosion processes and the extent of erosion would vary depending on slope steepness/stability, vegetation/cover, concentration of runoff, and weather conditions. Dischargers whose projects disturb one (1) or more acres of soil, or whose projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres, are required to obtain coverage under the General Permit for Discharges of Storm Water Associated with Construction Activity Construction General Permit Order 2009-0009-DWQ. Construction activity subject to this permit includes clearing, grading, and disturbances to the ground such as stockpiling or excavation but does not include regular maintenance activities performed to restore the original line, grade, or capacity of the facility. The Construction General Permit requires the development of a Stormwater Pollution Prevention Plan (SWPPP) by a certified Qualified SWPPP Developer. Since the Project would comply with the California State Water Resources Control Board (SWRCB) requirements of implementing a SWPPP, the impact would be less than significant.

c) Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

Less than Significant Impact. As mentioned, the Project is not susceptible to liquefaction or lateral spreading. The hillside trail system and recreational features would involve excavation and grading that could increase the instability of underlying geologic units or soil. In order to maintain a safe work environment from potential landslides and rockfall hazards, construction safety protocols would be implemented. Cal/OSHA requires construction projects to abide by and maintain safety plans. Abiding by Cal/OSHA requirements would assist in minimizing potential hazards from landslides and rock falls, ultimately maintaining a safe work environment.

[10] (California Department of Conservation, 2021)

As mentioned earlier, Project design would include features that would help the Project soils maintain soil slope stability. These design features include planting and encouraging natural growth of vegetation and the use of retaining walls. Both features are an effective means of slope stabilization. Therefore with the incorporation of such design features, compliance with all applicable building code and Cal/OSHA requirements, impacts would be less than significant.

d) Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?

No Impact. The Project is not located on expansive soil, as defined in Table 18-1-8 of the Uniform Building Code (1994). As seen in Table 4-7, the soils onsite consist of sand and sandy loam. There would be no impact.

e) Would the project have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?

No Impact. The Project would not include permanent work or living facilities and thus would not require the use of septic tanks or alternative wastewater disposal systems. There would be no impact.

f) Would the project directly or indirectly destroy a unique paleontological resource or site or unique geological feature?

Less than Significant Impact. Paleontological resources are fossilized remains of flora and fauna and associated deposits. Most fossils are found in sedimentary rock. Sedimentary rock is formed by dirt (sand, silt, or clay) and debris that settles to the bottom of an ocean or lake and compresses for such a long time that it becomes hard as a rock. CEQA requires that a determination be made as to whether a project would directly or indirectly destroy a unique paleontological resource or site or unique geological feature (CEQA Appendix G(v)(c)). If an impact is significant, CEQA requires feasible measures to minimize the impact (CCR Title 14(3) Section 15126.4(a)(1)). PRC Section 5097.5 (see above) also applies to paleontological resources.

The Project would require grading and excavation activities on a site that has been previously disturbed from earthwork. The Project would comply with California Public Resources Code Section 5097.5 which pertains to the protection of paleontological resources. With compliance with said regulation, impacts would be less than significant.

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4.8 GREENHOUSE GAS EMISSIONS

Table 4-13: Greenhouse Gas Emissions Impacts

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒	☐
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☐	☒

4.8.1 BASELINE CONDITIONS

Commonly identified GHG emissions and sources include the following:

Carbon dioxide (CO_2) is an odorless, colorless natural greenhouse gas. CO_2 is emitted from natural and anthropogenic sources. Natural sources include the following: decomposition of dead organic matter; respiration of bacteria, plants, animals, and fungus; evaporation from oceans; and volcanic out gassing. Anthropogenic sources include the burning of coal, oil, natural gas, and wood.

Methane (CH_4) is a flammable greenhouse gas. A natural source of methane is the anaerobic decay of organic matter. Geological deposits, known as natural gas fields, also contain methane, which is extracted for fuel. Other sources are from landfills, fermentation of manure, and ruminants such as cattle.

Nitrous oxide (N_2O), also known as laughing gas, is a colorless greenhouse gas. Nitrous oxide is produced by microbial processes in soil and water, including those reactions that occur in fertilizer containing nitrogen. In addition to agricultural sources, some industrial processes (fossil fuel-fired power plants, nylon production, nitric acid production, and vehicle emissions) also contribute to its atmospheric load.

Water vapor is the most abundant, and variable greenhouse gas. It is not considered a pollutant; in the atmosphere, it maintains a climate necessary for life.

Ozone (O_3) is known as a photochemical pollutant and is a greenhouse gas; however, unlike other greenhouse gases, ozone in the troposphere is relatively short-lived and, therefore, is not global in nature. O_3 is not emitted directly into the atmosphere but is formed by a complex series of chemical reactions between volatile organic compounds, nitrogen oxides, and sunlight.

Aerosols are suspensions of particulate matter in a gas emitted into the air through burning biomass (plant material) and fossil fuels. Aerosols can warm the atmosphere by absorbing and emitting heat and can cool the atmosphere by reflecting light.

Chlorofluorocarbons (CFCs) are nontoxic, nonflammable, insoluble, and chemically unreactive in the troposphere (the level of air at the earth's surface). CFCs were first synthesized in 1928 for use as refrigerants, aerosol propellants, and cleaning solvents. CFCs destroy stratospheric ozone; therefore, their production was stopped as required by the Montreal Protocol in 1987.

Hydrofluorocarbons (HFCs) are synthetic chemicals that are used as a substitute for CFCs. Of all the greenhouse gases, HFCs are one of three groups (the other two are perfluorocarbons and sulfur hexafluoride) with the highest global warming potential. HFCs are human-made for applications such as air conditioners and refrigerants.

Perfluorocarbons (PFCs) have stable molecular structures and do not break down through the chemical processes in the lower atmosphere; therefore, PFCs have long atmospheric lifetimes, between 10,000 and 50,000 years. The two main sources of PFCs are primary aluminum production and semiconductor manufacture.

Sulfur hexafluoride (SF_6) is an inorganic, odorless, colorless, nontoxic, nonflammable gas. It has the highest global warming potential of any gas evaluated. Sulfur hexafluoride is used for insulation in electric power transmission and distribution equipment, in the magnesium industry, in semiconductor manufacturing, and as a tracer gas for leak detection.

There are uncertainties as to exactly what the climate changes will be in various local areas of the earth, and what the effects of clouds will be in determining the rate at which the mean temperature will increase. There are also uncertainties associated with the magnitude and timing of other consequences of a warmer planet: sea level rise, spread of certain diseases out of their usual geographic range, the effect on agricultural production, water supply, sustainability of ecosystems, increased strength and frequency of storms, extreme heat events, air pollution episodes, and the consequence of these effects on the economy.

Emissions of GHGs contributing to global climate change are largely attributable to human activities associated with the industrial/manufacturing, utility, transportation, residential, and agricultural sectors. About three-quarters of human emissions of CO_2 to the global atmosphere during the past 20 years are due to fossil fuel burning. Atmospheric concentrations of CO_2, CH_4, and N_2O have increased by at least 40 percent, 150 percent, and 20 percent respectively since the year 1750.[11] GHG emissions are typically expressed in carbon dioxide-equivalents (CO_2e), based on the GHG's Global Warming Potential (GWP). The GWP is dependent on the lifetime, or persistence, of the gas molecule in the atmosphere. For example, one ton of CH_4 has the same contribution to the greenhouse effect as approximately 25 tons of CO_2. Therefore, CH_4 is a much more potent GHG than CO_2. In accordance with MCAPCD's the *County of Mariposa General Plan – Volume IV Environmental Impact Report*[12], proposed projects would be required to meet a CO2 emissions threshold of 500 tons per year. Projects exceeding this threshold would be deemed to have a significant impact on the environment.

4.8.2 IMPACT ANALYSIS

Project Related Emissions

Short-term construction emissions associated with the Project were calculated using CalEEMod, Version 2022.1.1.29. The emissions modeling includes emissions generated by off-road equipment, haul trucks, and worker commute trips. Emissions were quantified based on an anticipated construction schedule of approximately four months. Remaining assumptions were based on the default parameters contained in the model. Modeling assumptions and output files are included in Appendix A. Estimated construction-generated related emissions are summarized in Table 4-14. GHGs impact the environment over time as they increase and contribute to climate change.

[11] (California Air Resources Board, 2014)
[12] (County of Mariposa, 2006)

Table 4-14: Short Term Construction Related GHG Emissions

	Emissions (MT CO2e) in Tons per Year
Maximum Annual Construction CO2e Emissions	258
MCAPCD Threshold (tons per year)	500
Threshold Exceeded?	No

Construction related generation of GHGs would be a maximum of 258 Metric Tons of Carbon Dioxide Equivalent (MT CO2e) per year, while operational emissions would be negligible, if any, due to the nature of the proposed Project. The Project would not exceed MCAPCD's threshold for generation of GHG emissions.

a) Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

Less than Significant Impact. The Project would not generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment. As shown in Table 4-14, the Project is not expected to result in the generation of GHG emissions that would exceed the MCAPCD's threshold for GHG emissions. Therefore, impacts would be less than significant.

b) Would the project conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

No Impact. The Project would not conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs. The Project would be in compliance with all MCAPCD policies and regulations and would not exceed an applicable threshold for GHG emissions. Therefore, there would be no impacts.

4.9 HAZARDS AND HAZARDOUS MATERIALS

Table 4-15: Hazards and Hazardous Materials Impacts

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☒	☐
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☒	☐
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☐	☒
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☒	☐
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	☐	☐	☐	☒
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
g) Expose people or structures, either directly or indirectly to a significant risk of loss, injury or death involving wildland fires?	☐	☒	☐	☐

4.9.1 BASELINE CONDITIONS

4.9.1.1 HAZARDOUS MATERIALS

The Hazardous Waste and Substances Sites (Cortese) List is a planning document used by the State, local agencies, and developers to comply with CEQA requirements in providing information about the location of hazardous materials release sites. Government Code Section 65962.5 requires the California Environmental Protection Agency to develop at least annually an updated Cortese List. The Department of Toxic Substances Control (DTSC) is responsible for a portion of the information contained in the Cortese List. Other State and local government agencies are required to provide additional hazardous material release information for the Cortese List. DTSC's EnviroStor database provides DTSC's component of Cortese List data (DTSC, 2010). In addition to the EnviroStor database, the State Water Resources Control Board

(SWRCB) Geotracker database provides information on regulated hazardous waste facilities in California, including underground storage tank (UST) cases and non-UST cleanup programs, Spills-Leaks-Investigations-Cleanups (SLIC) sites, Department of Defense sites, and Land Disposal program. A search of the DTSC EnviroStor database and the SWRCB Geotracker performed on May 27, 2025, determined that there are no known active hazardous waste generators or hazardous material spill sites within the Project area or immediate surrounding vicinity.[13] The nearest historical hazardous material spill site was located at the Mariposa Quick Stop (Shell) at 4989 Highway 140. The case was resolved and has been closed since June 10, 2014.[14]

4.9.1.2 AIRPORTS

The nearest active public airport is the Mariposa Yosemite Airport, approximately 4.5 miles northeast of the Project area.

4.9.1.3 EMERGENCY RESPONSE PLAN

The Mariposa County Office of Emergency Services (OES) is housed under the Mariposa County Sheriff's Office. OES coordinates planning and preparedness, response, and recovery efforts for disasters occurring within the County. The OES' website contains various information in regard to emergency response.[15]

4.9.1.4 SENSITIVE RECEPTORS

Sensitive receptors, consisting of residences and schools, are located on lots adjacent to the Project. The nearest is located less than 150 feet away of the Project area. The nearest school to the Project area is the Mariposa Elementary School located approximately 0.5 miles east.

4.9.2 IMPACT ANALYSIS

a) Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

b) Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

a and b) Less than Significant Impact. Construction of the Project would potentially require the use of various types and quantities of hazardous materials. Hazardous materials that are typically used during construction include, but are not limited to, hydraulic oil, diesel fuel, grease, lubricants, solvents, paint, asphalt, and adhesives. Although equipment used during construction activities has the potential to contain various hazardous materials, these materials would be used in accordance with the manufacturers' specifications and all applicable regulations in order to reduce the potential for incidental release of pollutants or hazardous substances on-site. Applicable regulations include the California Department of Occupational Safety and Health Administration regulations regarding regular maintenance and inspection of equipment, spill prevention, and spill remediation. Furthermore, any potential accidental hazardous materials spills during construction are the responsibility of the contractor to remediate in accordance with industry Best Management Practices (BMP) and State and county regulations. With the implementation of said specifications, regulatory requirements, and BMPs, impacts related to construction would be less than significant.

[13] (California Department of Toxic Substances Control, 2024); (California State Waterboards, 2024)
[14] Ibid.
[15] Mariposa County Office of Emergency Services: Office of Emergency Services | Mariposa County, CA - Official Website

In terms of Project operations, there would be no routine storage or use of hazardous materials and therefore, there would be no impact. All in all, impacts would be less than significant.

c) Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

No Impact. The Project area is not located within a quarter mile of an existing or proposed school. As mentioned above, the nearest school to the Project area is located 0.5 miles away. Therefore, there would be no impact.

d) Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

Less than Significant Impact. The Project does not involve land that is listed as an active hazardous materials site pursuant to Government Code Section 65962.5 and is not included on a list compiled by DTSC. Both the SWRCB's GeoTracker and DTSC's EnviroStor websites were queried on May 27, 2025 for contaminated groundwater or sites in the area with negative findings. Once the Project is fully constructed, there would be no need for the transport, use, or disposal of hazardous materials and the land area proposed for the Project has not been identified as an active hazardous waste generator or hazardous material spill site. Impacts would be less than significant.

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?

No Impact. The Project is not located within an adopted airport land use plan or within two miles of a public airport or public use airport. The nearest airport to the Project is the Mariposa-Yosemite Airport, approximately 4.5 miles northwest. There would be no impact.

f) Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

No Impact. The Project does not involve any physical barriers, nor will it interfere with any roadways in such a way that would impede emergency or hazards response; therefore, the Project would not interfere with implementation of an emergency response plan or evacuation plan. There would be no impact.

g) Would the project expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?

Less than Significant Impact. The Project would be located in an area of increased wildland fire risk. Implementation of mitigation measures WLD-1 and WLD-2 would lessen any potential significant impacts to a less than significant level. Wildland fire impacts and risks, as well as the two mitigation measures mentioned above, are discussed further in Section 4.20 Wildfire.

4.9.3 MITIGATION

See WLD-1 and WLD-2 in Section 4.20.3.

4.10 HYDROLOGY AND WATER QUALITY

Table 4-16: Hydrology and Water Quality Impacts

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	☐	☐	☒	☐
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☐	☒
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
i. result in substantial erosion or siltation on- or off-site;	☐	☐	☒	☐
ii. substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;	☐	☐	☒	☐
iii. create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	☐	☐	☒	☐
iv. impede or redirect flood flows?	☐	☐	☒	☐
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☒	☐
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☐	☒

4.10.1 BASELINE CONDITIONS

Similar to the rest of California, Mariposa County experiences a Mediterranean type of climate with equally pronounced summers and winters. The majority of the precipitation is rainfall, though Mariposa does receive snowfall multiple times during the winter when temperatures are low enough. The average annual precipitation level reaches approximately 30 inches with most of the precipitation falling between November and April.[16] The major hydrological feature within Mariposa is Mariposa Creek, which runs adjacent to the proposed Project area. Mariposa Creek begins approximately three miles north of the Mariposa TPA within the mountain ridges of the Sierra Nevada mountains. Downstream, below the Mariposa TPA, various tributaries flow into Mariposa Creek, one being Stockton Creek. The Mariposa Public

[16] (County of Mariposa 1992)

Utility District (MPUD) owns and operates a 440-acre foot reservoir on Stockton Creek known as the Stockton Creek Reservoir.[17] MPUD also provides wastewater services to the residents and businesses in the Mariposa TPA.

4.10.2 IMPACT ANALYSIS

a) Would the project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?

Less than Significant Impact. During construction of the proposed hillside trails, Project grading and potential vegetation removal would disturb soils in the Project area. Unless measures are taken to prevent erosion of disturbed soils, rain events could wash loose soil into the adjacent Mariposa Creek, causing sedimentation. Stormwater runoff could also carry pollutants like nutrients, heavy metals, pesticides and herbicides, toxic chemicals, oils and fuels, and lubricants into the creek. The primary stormwater pollutant at the construction site would be excess sediment. Excess sediment could be mobilized anywhere earthwork occurs.

As previously described in Section 4.7 Geology and Soils, the County would ensure the construction contractor employ the appropriate water quality and erosion control BMPs to minimize the potential for offsite erosion and sedimentation in accordance with the construction specifications and with the NPDES CGP for Storm Water Discharges associated with construction activity. These BMPs would be in accordance with Caltrans's Construction Site Best Management Practices Manual[18] and would ensure no water quality standards or waste discharge requirements would be violated. Impacts would be less than significant.

Operation of the proposed Project would involve continued recreational use of the adjacent creek corridor that would be connected to the proposed hillside trails. It would not introduce new uses that discharge additional water pollutants relative to existing conditions. Therefore, compliance with existing regulatory requirements would ensure that the Project does not violate water quality standards or waste discharge requirements and would not create substantial runoff water or otherwise degrade water quality. Impacts would be less than significant.

b) Would the project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

No Impact. The Project includes no use of groundwater and would not result in any impacts associated with the depletion of groundwater supply or recharge. Therefore, there would be no impact.

c) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:

i. result in substantial erosion or siltation on- or off-site;

ii. substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;

[17] (Mariposa Public Utility District, 2023)
[18] Caltrans's Construction Site Best Management Practices Manual can be found here: Microsoft Word - CSBMP-May-2017-Final-122917 (ca.gov)

iii. create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or

iv. impede or redirect flood flows?

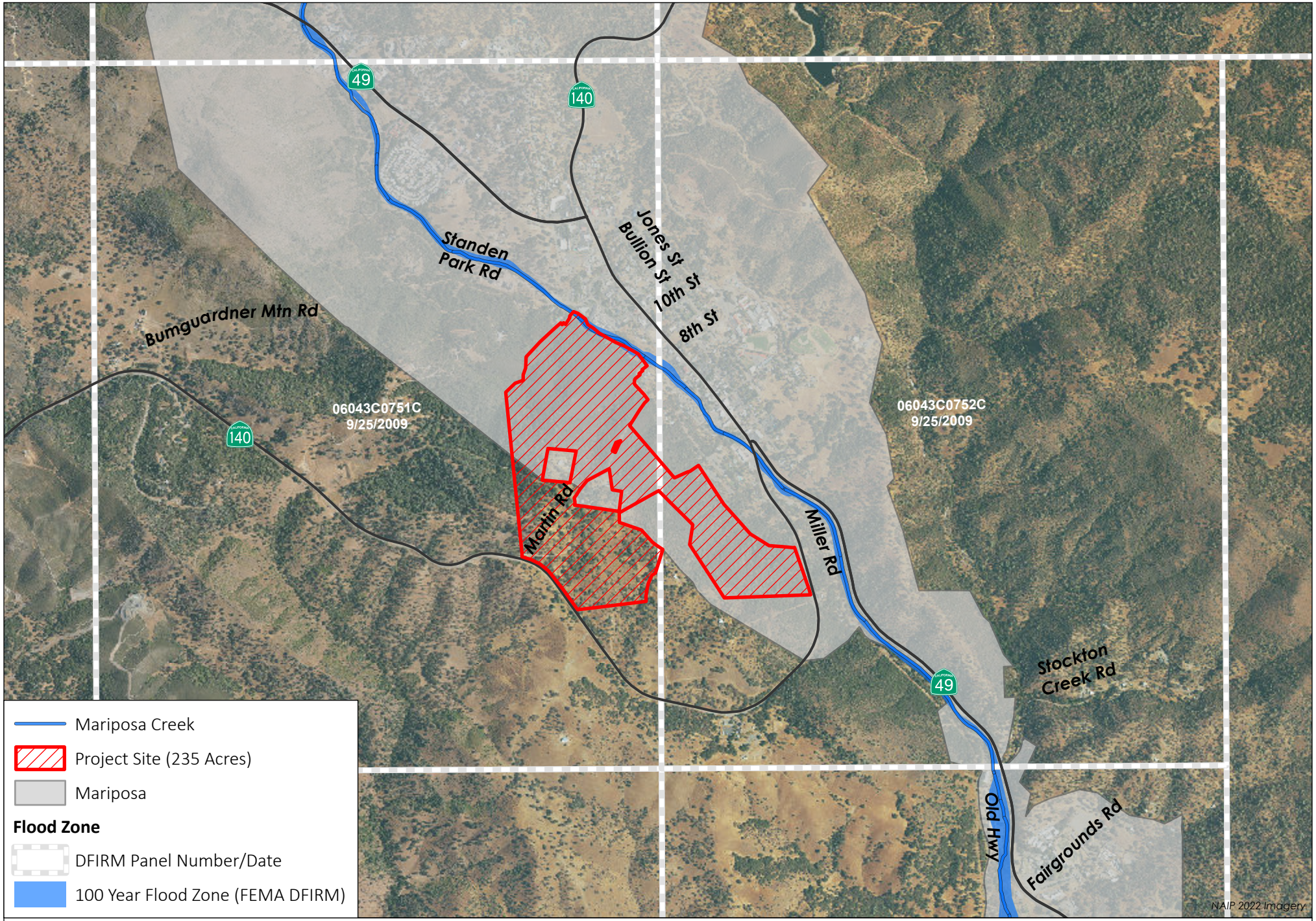
c-i – c-iv) Less than Significant Impact. Construction activities would involve excavation, filling and grading of soils, which would expose areas to potential erosion during construction. Grading activities would be performed in accordance with Mariposa County standards. BMPs, as mentioned earlier, would be implemented during construction to further reduce potential impacts of erosion or siltation on or off site. Areas disturbed during construction would be restored once construction commences. A SWPPP will be prepared to comply with the conditions of the NPDES general stormwater permit for construction activities.

d) Would the project in flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundations?

Less than Significant Impact. A portion of the Project area is located within a regulatory floodway (Mariposa Creek) (see Figure 4-3). Construction of the Project elements would not occur during times when the potential for flooding is high. This would prevent the potential release of pollutants into Mariposa Creek. During operation, the Project would not contain pollutants; therefore, no pollutants would be at risk of releasing into the creek during inundation periods. Impacts would be less than significant.

e) Would the project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

No Impact. The Project would not affect the implementation of the water quality control plan or the groundwater sustainability plan as no new water sources or discharges would be developed as part of the Project. There would be no impact.



Mariposa Creek Parkway Phase III Hillside Trails

Mariposa County

PROVOST& PRITCHARD

3/13/2024 \\EgnyteDrive\Clients\WRT-3619\361924001-Mariposa Hillside Trails\400 GIS\Map\WRT_Mariposa_Creek_Parkway_Phase_III_Hillside_Trails\WRT_Mariposa_Creek_Parkway_Phase_III_Hillside_Trails.aprx

4.11 LAND USE AND PLANNING

Table 4-17: Land Use and Planning Impacts

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Physically divide an established community?	☐	☐	☐	☒
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☒	☐

4.11.1 BASELINE CONDITIONS

The Project is located within Mariposa County, which is known for its rural and natural character. The land use authority for the Project area is the County of Mariposa. The Project area spans multiple parcels of land and contains multiple land use and zoning designations (see Table 2-1 in Chapter 2).

4.11.2 IMPACT ANALYSIS

a) Would the project physically divide an established community?

No Impact. The Project would add a recreational benefit to the community. The Project is located within the community of Mariposa; however, the Project would construct a trail system that would connect existing trails in the area. No aspect of the proposed Project would physically cause an obstruction within Mariposa. Therefore, there would be no impact

b) Would the project cause a significant environmental conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

Less than Significant Impact. The Project would require a zone amendment to change all the Project parcels' and zoning designations to Public Quasi-Public Zone. The Public Quasi Public zone district includes recreation areas and parkways as permitted uses. With implementation of the zone amendment, the Project would be consistent with the applicable State and local goals and policies. Impacts would be less than significant.

4.12 MINERAL RESOURCES

Table 4-18: Mineral Resources Impacts

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	☐	☐	☐	☒

4.12.1 BASELINE CONDITIONS

Mariposa County is situated astride the southern extreme of the mineralized fault belt running through the Central Sierra Mountains, which is commonly referred to as the "Mother Lode." While it is generally recognized that the richest portion of the Mother Lode Fault System is north of Mariposa County, the County has a historic record of precious metal mining production.

Mariposa County has one active slate quarry — Yosemite Slate Quarry, located off of Highway 140 on Agua Fria Road approximately 2.5 miles west of the Project area. With the exception of sand and gravel extraction and processing, most mines in the County are now closed or only intermittently active.[19]

4.12.2 IMPACT ANALYSIS

a) Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

b) Would the project result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?

a and b) No Impact. The Project area is not identified as containing any mineral resources. As a result, the Project would not result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan. Therefore, there would be no impact.

[19] (Mariposa County Panning Department, 2006)

4.13 NOISE

Table 4-19: Noise Impacts

Would the project result in:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☒	☐	☐
b) Generation of excessive ground borne vibration or ground borne noise levels?	☐	☐	☒	☐
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒

4.13.1 BASELINE CONDITIONS

4.13.1.1 TERMINOLOGY

Noise can be defined as unwanted and objectionable sound. Sound levels are usually measured and expressed in decibels (dB) with 0 dB corresponding roughly to the threshold of hearing. The method commonly used to quantify environmental sounds consists of evaluating all frequencies of a sound in accordance with a filter that reflects the fact that human hearing is less sensitive at very low and very high frequencies compared to mid-range frequencies. This is called "A" weighting, and the dB level measurement is called the A-weighted sound level (dBA). It is expressed on a logarithmic (power of 10) scale using a frequency weighted pattern that duplicates the human ear's sensitivity to sound. A 70-dBA sound level is approximately twice as loud as a 60-dBA sound level and four times as loud as a 50-dBA sound level.

Sound intensity is normally measured through the A-weighted sound level, or dBA. This scale gives greater weight to the frequencies of sound to which the human ear is most sensitive. The A-weighted sound level is the basis for many various sound level metrics, including the day/night sound level and the Community Noise Equivalent Level, both of which represent how humans are more sensitive to sound at night. In addition, the equivalent continuous sound level (Leq) is the average sound energy of time-varying noise over a sample period and the (Lmax) is the maximum instantaneous noise level occurring over a sample period.

4.13.1.2 LOCAL NOISE REGULATIONS

The Mariposa County General Plan does not specifically limit hours during which construction may occur; however, it is common practice to limit hours of construction activity to minimize construction noise impacts in residential areas during the early morning and late evening hours, and on weekends and holidays. Although not specifically stated in the County's General Plan Noise Element, it is also a standard requirement of many jurisdictions that all construction equipment be properly maintained and muffled to minimize noise generation at the source.

Some guidance on construction-related noise is provided by Section 14-8.02 of the Caltrans Standard Specifications document which suggests that construction equipment not exceed 86 dB Lmax at a distance of 50 feet from job site activities from 9 p.m. and 6 a.m.[20]

Mariposa County does not have any established performance standards regarding ground borne vibration levels from construction activities. However, the Mariposa County General Plan Noise Element does include Implementation Measure 15.1a (3) which requires the County to implement standards that will reduce vibration from construction activities to a level that is less than perceptible at adjacent property lines. Therefore, for purposes of this analysis, the "severe" impact criterion of 0.4 inch per second peak particle velocity (PPV) for vibration is utilized from the Caltrans 2020 Transportation and Construction Vibration Guidance Manual.[21]

4.13.1.3 EXISTING NOISE SETTING

Land uses surrounding the Project area consist of scattered low density residential uses, commercial buildings, and open space uses including Mariposa Creek. The existing noise environment in the immediate Project area is dominated by songbirds, residential maintenance equipment, and sporadic vehicle traffic along SR 140/49. Some land uses are considered more sensitive to ambient noise levels than others because of the amount of noise exposure (in terms of both exposure duration and insulation from noise) and the types of activities typically involved for those uses. Residences, schools, day cares, rest homes, hospitals, and churches are generally more sensitive to noise than commercial and industrial land uses. The scattered residences in the Project area are the primary sensitive receptors.

4.13.1.4 TYPICAL CONSTRUCTION NOISE LEVELS

Noise levels from point sources such as equipment at construction sites typically attenuate at a rate of 6 dBA per doubling of distance. Therefore, only areas within several hundred feet of construction sites would typically be exposed to perceptible construction noise levels. As noted above, the Mariposa County does not establish numeric standards for construction noise. However, construction noise that substantially exceeds existing ambient noise levels could disturb sensitive receptors, such as residences and schools.

Table 4-20: Typical Construction Noise Levels

Equipment	50 feet from Source (dBA L_{eq})	100 feet from Source (dBA L_{eq})	200 feet from Source (dBA L_{eq})	300 feet from Source (dBA L_{eq})
Air Compressor	80	74	68	64
Backhoe	80	74	68	64
Concrete Mixer	85	79	73	69
Grader	85	79	73	69
Jack Hammer	88	82	76	72
Loader	80	74	68	64
Paver	85	79	73	69
Roller	85	79	73	69
Saw	76	70	64	60
Scraper	85	79	73	69
Truck	84	78	72	68

Source: Noise level at 50 feet from (John A. Volpe National Transportation Systems Center 2018)
Note: Noise Levels at 100 feet, 200 feet, and 300 feet were extrapolated using a 6 dBA attenuation rate per doubling of distance. Each noise level assumes the piece of equipment is operating at full power for the expected duration to complete the construction activity. The duration varies widely between each piece of equipment. Noise levels also depend on the model and year of the equipment used.

[20] Caltrans Standard Specification document can be found here: Standard Specifications 2018.
[21] (California Department of Transportation 2020)

4.13.2 IMPACT ANALYSIS

a) Would the project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

Less than Significant Impact with Mitigation Incorporated. Construction noise levels at and near the Project construction areas would fluctuate depending on the particular type, number, and duration of uses of various pieces of construction equipment. Construction-related material haul trips would raise ambient noise levels along haul routes, depending on the number of haul trips made and types of vehicles used. Noise at the construction site would be intermittent and its intensity would vary. The degree of construction noise impacts may vary for different areas of the Project and also vary depending on the construction activities. During construction of the Project, noise from construction activities may intermittently dominate the noise environment in the immediate area of construction and some of the sensitive receptors surrounding the Project area may be temporarily affected. As mentioned above, most of the construction equipment, other than the jack hammer, would not be expected to exceed Caltrans Standards of 86 dB Lmax at a distance of 50 feet from construction site activities. To ensure these Project-related increases in ambient noise would not exceed applicable noise and land use standards, the noise reducing BMPs pursuant to Mitigation Measures NOI-1, NOI-2, and NOI-3 will be implemented. With the inclusion of said mitigation, impacts would be less than significant.

b) Would the project result in generation of excessive ground borne vibration or ground borne noise levels?

Less than Significant Impact. Construction activities such as excavation and trail grading and paving would temporarily increase ground borne vibration and/or ground borne noise levels in the vicinity of the Project area. The nearest vibration-sensitive land use from the Project are adjacent residential properties, located approximately 50 to 300 feet from the boundary of the Project construction footprint. An on-site source of vibration during Project construction would potentially be from a vibratory roller or paver, which would be used for pavement compaction for the proposed trail. A vibratory roller or paver would create approximately 0.210 inches per second PPV at a distance of 25 feet.[22] Using the Caltrans criterion of 0.4 inches per second Peak Particle Velocity (PPV) at 25 feet, the approximately 0.210 inches per second PPV vibration impact generated at 25 feet would be less than what is considered a “severe” impact. Therefore, although vibration may be perceptible by nearby residences (the nearest of which would be approximately 50 feet from the closest operation of a vibratory roller or paver), temporary impacts associated (and other potential equipment) would be less than significant.

c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

No Impact. The Mariposa-Yosemite Airport is located approximately 4.5 miles northwest of the Project area. According to the Mariposa-Yosemite Airport Comprehensive Land Use Plan, the Project area is not located in close enough proximity to be affected by airport noise.[23] Therefore, there would be no impact.

[22] (California Department of Transportation 2020)
[23] (Aries Consultant Ltd. 1995)

4.13.3 MITIGATION

The County shall ensure the construction contractor implement the following construction noise reducing measures:

NOI-1 The construction contractor shall ensure that all noise producing construction activities, including warming-up or servicing equipment and any preparation for construction, shall not commence prior to the hours of 7:00am Monday through Friday, and 8:00am on Saturdays. All construction activities shall cease by sunset Monday through Saturday. No construction shall occur on Sundays. Any deviation from the construction hours shall require Planning Department consideration and approval. The construction contractor shall locate on-site equipment staging areas to maximize the distance between construction-related noise sources and noise sensitive receptors nearest the project site during construction. This measure will be implemented by the Mariposa County Planning Department through the construction permitting process.

NOI-2 The construction contractor shall ensure that all equipment will have sound control devices that are no less effective than those provided on the original equipment. Further, pavement breakers and jackhammers shall also be equipped with acoustically attenuating shields or shrouds recommended by the manufacturers thereof. In lieu of or in the absence of manufacturers' recommendations, the Director of Public Works shall have the authority to prescribe such means of accomplishing maximum noise attenuation as deemed to be in the public interest, considering the available technology and economic feasibility. This measure will be implemented by the Mariposa County Planning Department through the construction permitting process.

NOI-3 The County shall ensure by inclusion in any work agreement with contractors that equipment and trucks used for construction of the Project utilize the best available noise control techniques (including mufflers, use of intake silencers, ducts, engine enclosures and acoustically attenuating shields or shrouds).

NOI-4 The County shall ensure by inclusion in any work agreement with contractors that impact equipment (e.g., jack hammers, etc.) used for construction of the Project be hydraulically or electrically powered wherever feasible to avoid noise associated with compressed air exhaust from pneumatically powered tools. Where use of pneumatically powered tools is unavoidable, use of an exhaust muffler on the compressed air exhaust can lower noise levels from the exhaust by up to about 10 dBA. When feasible, external jackets on the impact equipment can achieve a reduction of 5 dBA. Whenever feasible, use quieter procedures, such as drilling rather than impact equipment operation.

4.14 POPULATION AND HOUSING

Table 4-21: Population and Housing Impacts

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☒	☐
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☒	☐

4.14.1 BASELINE CONDITIONS

According to the U.S. Census Bureau, as of April 1, 2020, the estimated population for Mariposa County was 17,131.[24] The County has seen a decrease of approximately 6.1% since the last census was conducted in 2010. The County is characterized as natural and scenic and is sparsely populated due to its mountainous topography resulting in limited development. The Project area is located along the hillside near Mariposa Creek and the existing Mariposa Creek Parkway within the Town of Mariposa. There are various residences scattered near the Project area.

4.14.2 IMPACT ANALYSIS

a) Would the project induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

b) Would the project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

a and b) Less than Significant Impact. The Project would not involve the construction of infrastructure that could induce substantial population growth, such as new or increased capacity sewer or water lines, or the construction or extension of streets and roads for the purpose of supporting permanent inhabitants. The Project does not propose the construction of new homes or business. The proposed hillside trails, as well as the proposed amenity improvements, would serve both the residents in the Mariposa area and non-local visitors. The proposed hillside trails would not expand the capacity of the motor vehicle system and therefore would not induce population growth. In addition, the Project would not require displacement of housing or people. Any residences in the vicinity of the Project would not be impacted by the Project. Impacts would be less than significant to population and housing.

[24] (United States Census Bureau 2022)

4.15 PUBLIC SERVICES

Table 4-22: Public Services

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
i. Fire protection?	☐	☐	☒	☐
ii. Police protection?	☐	☐	☒	☐
iii. Schools?	☐	☐	☐	☒
iv. Parks?	☐	☐	☒	☐
v. Other public facilities?	☐	☐	☐	☒

4.15.1 BASELINE CONDITIONS

Fire Protection: The Mariposa County Fire Department would serve the Project area, with Mariposa Fire Station 22 being the closest fire station. Due to the Project's large footprint, the closest distance to the fire station is 0.6 miles, while the furthest distance is 1.4 miles.

Police Protection: The Mariposa County Sheriff Department would serve the Project area. Due to the Project's large footprint, the Mariposa County Sheriff's Office is located as close as 0.3 miles away to as far as one mile away.

Schools: Mariposa Elementary School is the closest school to the Project site, at a distance of approximately 0.35 miles east of the Project.

Parks: The Project is located adjacent to the Mariposa Creek Parkway and the Mariposa County Park.

Landfills: The nearest landfill to the Project is the Mariposa Landfill, Composting, and Recycling Center, located approximately two miles northwest.

4.15.2 IMPACT ANALYSIS

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

i. Fire Protection:

ii. Police Protection:

a-i – a-ii) Less than Significant Impact. The Project would maintain public access from SR 140 at a minimum of three locations: 8th Street,at the County Park via County Park Road, and Martin Rd. Due to the Project's proximity to fire and police stations, response times in the event of an emergency would not be expected to be significant. Even with the varying topography of the site which could increase response time, emergency access would still be maintained. Furthermore, the Project would not add residential, commercial, or other structural development that could substantially increase demand for police or fire services. Therefore, the Project would have a less than significant impact related to fire and police protection facilities.

iii. Schools:

No Impact. The Project includes the construction of a trail system and ancillary amenities along the hillside adjacent to the Mariposa Creek Parkway. The Project would not include residences or places of employment that would increase the population of school-age children in Mariposa County. Due to the fact that the Project would not increase demand for school facilities, no impact would occur.

iv. Parks:

Less than Significant Impact. The Project would construct trails along the hillside adjacent to the Mariposa Creek Parkway. The proposed trails would consist of paths, landscaping, and several recreational facilities. These proposed renovations and the trail extension itself are not expected to substantially affect the level of public use at the nearby County Park. Furthermore, the Project would not add residences or places of employment that would increase the service population for parks in Mariposa County. Therefore, the Project would not result in the need for new or physically altered parks.

Although the Project would not add or expand parkland, the proposed trail and trail amenities would serve as recreational facilities for Mariposa residents. As discussed further in Section 4.16 Recreation, the environmental effects of constructing the proposed recreational facilities are one component of the overall Project, and as such, are part of the whole of the action that in analyzed in this IS/MND, and there would be no additional impacts. Impacts would be less than significant.

v. Other public facilities:

No Impact. The Project would not cause an increase in Mariposa County's population. Therefore, it would not increase demand for libraries or other governmental facilities. There would be no impact.

4.16 RECREATION

Table 4-23: Recreation Impacts

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☒	☐
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☒	☐

4.16.1 BASELINE CONDITIONS

The County of Mariposa maintains a park system which includes eight parks. These park sites allow residents and tourists access to recreational activities such as swimming, fishing, picnicking, and hiking. Other public and private entities provide local recreational opportunities in Mariposa County too. These entities include Mariposa Unified School District, the Fair Board, and Yosemite National Park. The Project area is located adjacent to the Mariposa County Park and the Mariposa Creek Parkway. Plans to extend the Mariposa Creek Parkway have been made public within the Mariposa Creek Parkway Master Plan, adopted December 2019.

Mariposa County's historic reliance on Yosemite National Park as an economic driver is becoming increasingly threatened by natural disasters that impact park operations.

Yosemite is over-burdened by throngs of tourists that seek alternative means of enjoying the Park. The Town of Mariposa plans to become the Base Camp for larger adventures, with longer trails and bigger loops that tie into a regional trail network that connects Mariposa with the Merced River Trail and Yosemite National Park.

4.16.2 IMPACT ANALYSIS

a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

Less than Significant Impact. The Project would develop additional trails along the hillside adjacent to the existing Mariposa Creek Parkway trail. Proposed amenities such as shaded benches, pet facilities, outdoor classrooms, and conservation zones (see Chapter 2 Project Description for other amenities included) would increase the trail's attractiveness to Mariposa's residents and visitors. However, it is not anticipated that the Project would cause an increase in trail use to the extent that would substantially alter public use of neighborhood parks. The Project would not involve construction of residential units or other development that increases the service population for local parks. In addition, the Project would add recreational resources to the Mariposa Creek Parkway, helping to meet countywide demand without overwhelming existing parks. Therefore, it would not significantly accelerate or cause the physical deterioration of existing parks, requiring repair or expansion. Impacts would be less than significant.

b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?

Less than Significant Impact. As mentioned throughout this document, the Project includes the construction of a hillside trail system adjacent to the existing Mariposa Creek Parkway.

The physical and environmental impacts of this Project are outlined throughout this IS/MND. The primary source of environmental impacts would occur during the construction phase of the Project. Impacts are discussed in greater detail within their respective Impact Analysis sections that include mitigation measures to reduce impacts to less significant levels.

The trail Project is considered a recreational facility. The construction and operation of the new facilities would expand the recreational amenities within the County and town of Mariposa. The Project would not result in any new impacts beyond those evaluated within this document. The overall implementation of the Project would be mitigated to a less than significant level in accordance with the requirements of CEQA. Mitigation measures can be found in Chapter 5 Mitigation, Monitoring, and Reporting Program.

4.17 TRANSPORTATION

Table 4-24: Transportation Impacts

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	☐	☐	☒	☐
b) Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?	☐	☐	☒	☐
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☐	☒
d) Result in inadequate emergency access?	☐	☐	☒	☐

4.17.1 BASELINE CONDITIONS

The Project is located approximately 600 feet west of SR 140. SR 140 is the primary thoroughfare in Mariposa. Various local roads intersect the highway and are used as access roads to the Mariposa Creek Parkway. Currently, access to the parkway is achieved by taking either Joe Howard Street or 8th Street.

4.17.2 IMPACT ANALYSIS

a) Would the project conflict with a plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?

Less than Significant Impact. The Project would enhance the existing trail system in Mariposa by providing additional trail miles. The hillside trails would connect to the existing Mariposa Creek Parkway trail system, ultimately creating one large local system of trails adjacent to Mariposa and Mariposa Creek. Regionally, it would become part of several regional bicycle routes extending into the national forests and Yosemite National Park. By providing various trail amenities such as outdoor classrooms, conservation zones, and bike trails, the Project would increase the use of the trail system as a multi-modal use. The Project would provide access for hikers, runners, and bicyclists. While the Project would increase the number of vehicles traveling to and from the Project area, significant permanent traffic activity is not anticipated. The Project would also include parking lots to accommodate trail users who are traveling to the site in vehicles. Parking would include the necessary number of ADA spaces, as required by local and state regulations. The existing County Park parking lot is also anticipated to accommodate Project trail users.

Regarding the overall circulation system, the Project would be consistent with the County-adopted Mariposa TPA Town Plan. No aspect of the Project would conflict with a program plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities. Impacts would be less than significant.

b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3 subdivision (b)?

Less than Significant Impact. A significant project impact would be one that conflicts with or is inconsistent with CEQA Guidelines §15064.3. This section states that vehicles miles traveled (VMT) is the most appropriate measure of transportation impacts. VMT is the product of a number of trips and the length of those trips. An analysis of a project's VMT assists in determining the project's contribution to greenhouse gas emissions and the effect on the State's goals for reducing emissions. This section of CEQA Guidelines states that "vehicle miles traveled" refers to the amount and distance of automobile travel attributable to a project. Section 15064.3(b)(1) states that for land use projects vehicle miles traveled exceeding an applicable threshold of significance may indicate a significant impact. Generally, projects within one-half mile of either an existing major transit stop or a stop along an existing high quality transit corridor should be presumed to cause a less than significant transportation impact. Projects that decrease VMT in the project area compared to existing conditions should be presumed to have a less than significant transportation impact.

The State of California Governor's Office of Planning and Research (OPR) published a Technical Advisory (TA) on Evaluating Transportation Impacts in CEQA (December 2018) to provide advice and recommendations, which agencies and other entities may use at their discretion. The TA acknowledges that lead agencies should set criteria and thresholds for VMT and transportation impacts. However, it provides guidance to residential, office and retail uses, citing these as the most common land uses. Beyond these three land uses, there is no guidance provided for any other land use type. The TA also notes that land uses may have a less than significant impact if they are located within a low VMT area or in close proximity to a transit route, and suggests that screening maps be used for this determination. TA Section E(1) – Screening Thresholds for Land Use Projects contains a subsection titled Screening Thresholds for Small Projects. This subsection states the following:

> *Absent substantial evidence indicating that a project would generate a potentially significant level of VMT, or inconsistency with a Sustainable Communities Strategy or general plan, projects that generate or attract fewer than 110 trips per day generally may be assumed to cause a less than significant impact.*

As seen in Appendix A, the Project is estimated to generate a maximum of 20 vehicle trips per day during construction, which is less than the 110 trips threshold noted above. Furthermore, during operation, the Project is estimated to generate approximately 45 vehicle trips per day on weekends and 9 vehicle trips per day on weekdays. Based upon these factors, the Project's VMT is considered less than significant.

c) Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

No Impact. The Project would not add sharp curves, new intersections, or incompatible uses. By adding lighting to the Project area, the Project would improve visibility and reduce potential hazards for trail users. Therefore, no impact related to roadway hazards would occur. There would be no impact.

d) Would the project result in inadequate emergency access?

Less than Significant Impact. The Project would provide an extension of an existing trail that contains both paved and soft paths. The existing trailhead would be open, providing access to the trail at all times. Although the trail is not anticipated to be utilized by motor vehicles, it would be accessible for emergency access in the event of an emergency. No Project feature would impede existing emergency access to the trail corridor. The Project would not substantially increase traffic delay on nearby roadways. Therefore, it would not cause delays in emergency access on roadways. The impact on emergency access would be less than significant.

4.18 TRIBAL CULTURAL RESOURCES

Table 4-25: Tribal Cultural Resources Impacts

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
i. Listed or eligible for listing in the California Register of Historical Resources, or in the local register of historical resources as defined in Public Resources Code section 5020.1(k), or	☐	☒	☐	☐
ii. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☒	☐	☐

4.18.1 BASELINE CONDITIONS

Mariposa is located within the territory of the Southern Sierra Miwok (alternatively Me-Wuk or Miwuk). The Sierra Miwok, members of the Penutian language group, occupied the territory between the Mokelumne and Fresno rivers, as well as the full width of the west slope of the Sierra Nevada, from the edge of the Central Valley to the Sierra crest.

The influx of outsiders to the central Sierra region during the Gold Rush period resulted in a major disruption for the Miwoks and their way of life. Within a decade, introduced diseases, environmental damage, and cultural conflicts with the outsiders had decimated much of the population. Despite this calamity, some tribal members managed to survive and have continued their cultural traditions (See Appendix C).

4.18.1.1 PUBLIC RESOURCES CODE SECTION 21080.3.1, ET SEQ. (CODIFICATION OF AB 52, 2013-14)

Public Resources Code Section 21080.3.1, et seq. (codification of AB 52, 2013-14) requires that a lead agency, within 14 days of determining that it would undertake a project, must notify in writing any California Native American Tribe traditionally and culturally affiliated with the geographic area of the project if that Tribe has previously requested notification about projects in that geographic area. The notice must briefly describe the project and inquire whether the Tribe wishes to initiate request formal consultation. Tribes have 30 days from receipt of notification to request formal consultation. The lead

agency then has 30 days to initiate the consultation, which then continues until the parties come to an agreement regarding necessary mitigation or agree that no mitigation is needed, or one or both parties determine that negotiation occurred in good faith, but no agreement would be made.

The County of Mariposa has received written correspondence from the North Fork Mono Tribe, the North Fork Rancheria of Mono, the Picayune Rancheria of Chukchansi, and the Southern Sierra Miwuk Nation pursuant to AB 52 requesting notification of proposed projects.

In addition, a search of the SLF by the NAHC was completed for the Project. The results of the search indicated that no known sacred sites or tribal cultural resources were located within the Project area. On July 31, 2024, Mariposa County sent outreach letters pursuant to AB 52 via certified mail to the tribes listed on the NAHC contact list in an effort to obtain additional information on Tribal Cultural Resources. The list of the 12 tribes that were sent consultation letters is provided in Table 4-26 below. The Southern Sierra Miwuk Nation (SSMN) has knowledge of tribal cultural resources within portions of the Project area and requested to review the Cultural Report which was sent to them June 5, 2025. In summary, the SSMN had concerns regarding three sensitive cultural resources within the Project area; however, additional research and review of the current design plans confirm that all three cultural sites are not within the project improvement areas.

On July 29, 2025, SSMN concurred with the recommendations made in the Cultural Report by ASM Affiliates.

- *Since the location of site P-22-001393 could not be accessed due to vegetation overgrowth to confirm its presence or absence, it is recommended that the recorded site location be avoided and preserved in place.*
- *If avoidance is not possible, it is recommended that a qualified archaeologist and SSMN Tribal Monitor, monitor vegetation clearing in the area and update the site if it is identified. If the site cannot be avoided, it is recommended the site be subject to a formal evaluation for eligibility to the California Register of Historical Resources (CRHR).*
- *It is recommended that MARIPOSA-SITE-1 be avoided and preserved in place. If avoidance by project design is not possible, it is recommended that the site be subject to a formal evaluation for eligibility to the California Register of Historical Resources (CRHR). If construction is to occur, SSMN recommends a Tribal Monitor be on-site.*
- *MARIPOSA-SITE-2 is recommended as not eligible for inclusion in the CRHR due to a lack of integrity and research potential. Any development or use of the site locations will not have an adverse effect on significant or unique historical resources. If construction is to occur, SSMN recommends a Tribal Monitor be on-site.*
- *With the avoidance of sites P-22-001393 and MARIPOSA-SITE-1, any proposed future use or development within the study area does not have the potential to result in adverse impacts to unique or significant historical resources. A determination of no significant impacts for cultural resources is therefore recommended. It is further recommended that, in the unlikely event that cultural resources are encountered during any construction or use of the study area, a qualified archaeologist be contacted to assess the discovery.*

If artifact discovery occurs, artifacts are to remain secured on-site, until repatriation can occur at a location, determined by the Tribe, within the Project area. See CUL-1 and CUL-2 below.

Table 4-26: Tribal Outreach Pursuant to AB 52

Tribe	Name of Tribal Contact
Chicken Ranch	Lloyd Matheson
Nashville Enterprise Miwok-Maidu-Nishinam	Cosme Valdez
North Fork Rancheria of Mono Indians	Elaine Fink
Picayune Rancheria of the Chukchansi Indians	Heather Airey
Picayune Rancheria of the Chukchansi Indians	Claudia Gonzales
Southern Sierra Miwuk Nation	Sandra Chapman
Tule River Indian Tribe	Joey Garfield
Tule River Indian Tribe	Tribal Archaeologist
Tule River Indian Tribe	Kerri Vera
Tuolumne Band of Me-Wuk Indians	Andrea Reich
Tuolumne Band of Me-Wuk Indians	Stanley Cox
Wuksachi Indian Tribe/ Eshom Valley Band	Kenneth Woodrow

4.18.2 IMPACT ASESSMENT

a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

i. Listed or eligible for listing in the California Register of Historical Resources, or in the local register of historical resources as defined in Public Resources Code section 5020.1(k), or

ii. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

a-i – a-ii) Less than Significant Impact with Mitigation Incorporated. A search of the NAHC Sacred Lands File was completed for the Project APE. Results of this file search were negative, and no tribal cultural resources were identified in the Project APE. A records search was also conducted at the SSJVIC, California State University, Bakersfield. The search results determined that tribal cultural resources were not discovered. The three cultural resources identified by the cultural report within the Project APE will be completely avoided as they are not located within the Project improvement areas for recreational trail design construction and components. The SSMN tribe concurred that if the sites can be completely avoided and preserved in lace that no further mitigation is required. Mitigation measures **CUL-1** and **CUL-2,** described in **Section 4.5.3** are recommended in the event cultural materials or human remains are unearthed during excavation or construction.

4.18.3 MITIGATION

See **CUL-1** and **CUL-2** in Section 4.5.3.

4.19 UTILITIES AND SERVICE SYSTEMS

Table 4-27: Utilities and Service Systems Impacts

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☒	☐
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	☐	☐	☒	☐
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☐	☒
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☒	☐
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☒	☐

4.19.1 BASELINE CONDITIONS

Wastewater collection and potable water within most of the County is provided primarily by on-site means or small, private communal systems. A portion of the Project is within the boundaries of the MPUD. MPUD provides water and wastewater services through a community system. The Mariposa County Department of Public Works provides solid waste services for lands within the County, including the Project area. Electrical and telecommunications services are limited throughout the County.

4.19.2 IMPACT ANALYSIS

a) Would the project require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?

Less than Significant Impact. A restroom would be constructed along the trail. This restroom would connect to an on-site septic system that would also be built along with the restroom facility. Consistent with requirements of the Mariposa County Environmental Health Unit, the septic system would be designed in accordance with the soil characteristics and topography of the area in order to manage any wastewater produced, utilizing a septic leach field to allow the wastewater to be distributed into the surrounding soil. The system would be located a safe distance from drinking water sources to avoid potential contamination. It would also be installed well above the groundwater table to ensure that no contamination threats exist. Wastewater production as a result of the restroom would be negligible due

to the limited and periodic use of the septic system by trail users. While there would need to be construction of a wastewater facility (i.e., the septic tank system), adherence to applicable regulations and industry BMPs for installation would ensure that impacts remain less than significant.

b) Would the project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?

Less than Significant Impact. The Project would not require substantial water. ~~Project operations would be passive in nature and would not use any water.~~ The County will not be creating a new public water system. The drinking fountain/water bottle filling station will be located between the tennis courts at the Mariposa County Park. The Mariposa County Park is serviced by the Mariposa Public Utility District(MPUD). There will be no water services at the upper trailhead off of Martin Road. During construction, water may be used for dust control purposes; however, construction would be temporary. Therefore, impacts would be less than significant.

c) Would the project result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

No Impact. As mentioned, the Project would include a restroom and on-site septic system that would also be built along with the restroom facility. The Project's septic system would not connect to MPUD's system and therefore would not result in any impacts to the system. There would be no impact.

d) Would the project generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

e) Would the project comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

d and e) Less than Significant Impact. During construction, waste would be limited to debris from construction products. Post-construction, it is expected that recreational users would generate a minor amount of additional solid waste. Solid waste bins would be installed along the trails. Regular solid waste removal from the Project area would be added to Mariposa County's regular maintenance schedule. Due to the minor amount of solid waste anticipated to be generated, the Project would result in a less than significant impact.

4.20 WILDFIRE

Table 4-28: Wildfire Impacts

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☒	☐	☐
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrollable spread of wildfire?	☐	☒	☐	☐
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☒	☐	☐
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☒	☐	☐

4.20.1 BASELINE CONDITIONS

The Project area is served by both the Mariposa County Fire Department and the California Department of Forestry and Fire Protection (CAL FIRE) for its fire protection needs. The Project area also receives fire protection from CAL FIRE due to its designation as a State Responsibility Area (SRA).[25] CAL FIRE has the primary financial responsibility for the prevention and suppression of wildland fires within lands that have been determined to be an SRA. SRAs are categorized into three fire hazard levels: moderate, high, and very high. According to CAL FIRE, the Project area is not located in a very high fire hazard severity zone, but it is located in high and moderate fire hazard severity zones.[26] According to CAL FIRE, Mariposa County has a rural and natural setting, with mountainous and forested features that are suitable for wildfires. "In many areas, particularly the settled areas of the county, this natural regime has been significantly altered by human and forest health impacts, such as insect outbreaks and drought-induced tree mortality contributing to more aggressive and harder to control wildfires near human development."[27]

4.20.2 IMPACT ANALYSIS

a) If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project substantially impair an adopted emergency response plan or emergency evacuation plan?

b) If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project due to slope, prevailing winds, and other factors, exacerbate wildfire risks and

[25] (California Department of Forestry and Fire Protection 2022)
[26] (ArcGIS n.d.)
[27] (WRT et al. 2019)

thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?

c) If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?

d) If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

a – d) Less than Significant Impact with Mitigation Incorporated. Although the Project is not located in a very high fire hazard severity zone, the Project area and its surroundings contain lands that are classified as high fire hazard severity zone. The surrounding vegetation, in close proximity to commercial and residential buildings, provides a fuel source for wildland fires. Due to the location of the Project, wildfire mitigation will be provided in an abundance of caution. Any potential impacts associated with construction and implementation of the new facilities would be considered less than significant with the implementation of WLD-1 and WLD-2 mitigation measures described below.

4.20.3 MITIGATION MEASURES

WLD-1 (Defensible Space). Pre-wildfire mitigation measures focus on the maintenance of defensible space and fire-focused landscaping for the life of the project, and may include:

a) Highly flammable vegetation near the Project will be maintained to reduce fire fuel, as appropriate.

b) Dispose of debris, such as dry debris, leaves, and dead limbs near and within the Project.

c) Design defensible spaces with fire breaks around the Project, as appropriate.

WLD-2 (Water Source). Adequate on-site water sources will be made available during high fire risk construction activities and will include, but not limited to, water truck, water backpacks, and/or fire extinguishers.

4.21 CEQA MANDATORY FINDINGS OF SIGNIFICANCE

Table 4-29: CEQA Mandatory Findings of Significance

Does the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☒	☐	☐
b) Have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	☐	☒	☐	☐
c) Have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☒	☐

4.21.1 STATEMENT OF FINDINGS

a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

Less than Significant with Mitigation Incorporated. The analysis conducted in this IS/MND results in a determination that the Project, with incorporation of mitigation measures, would have a less than significant effect on the environment. The potential for impacts to aesthetics, biological resources, cultural resources, noise, tribal cultural resources, and wildfire from the construction and operation of the Project would be less than significant with the incorporation of the mitigation measures discussed in Chapter 5 Mitigation, Monitoring, and Reporting Program. Accordingly, the Project would involve no potential for significant impacts through the degradation of the quality of the environment, the reduction in the habitat or population of fish or wildlife, including endangered plants or animals, the elimination of a plant or animal community or example of a major period of California history or prehistory

b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?

Less than Significant Impact with Mitigation Incorporated. CEQA Guidelines Section 15064(i) States that a Lead Agency shall consider whether the cumulative impact of a project is significant and whether the

effects of the project are cumulatively considerable. The assessment of the significance of the cumulative effects of a project must, therefore, be conducted in connection with the effects of past projects, other current projects, and probable future projects. The Project includes the construction of a trail system and ancillary amenities along the hillside adjacent to the Mariposa Creek Parkway. No additional vehicular roads or habitable structures would be constructed as a result of the Project. The Project is not expected to result in direct or indirect population growth. Therefore, implementation of the Project would not result in significant cumulative impacts and all potential impacts would be reduced to less than significant through the implementation of mitigation measures and basic regulatory requirements incorporated into future Project design.

c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

Less than Significant Impact. The Project includes the construction of a trail system and ancillary amenities along the hillside adjacent to the Mariposa Creek Parkway. The Project in and of itself would not create a significant hazard to the public or the environment. Construction related impacts could occur temporarily as a result of Project construction. However, implementation of basic regulatory requirements identified in this IS/MND would ensure that impacts are less than significant. Therefore, the Project would not have any direct or indirect adverse impacts on humans. This impact would be less than significant.

5 MITIGATION, MONITORING, AND REPORTING PROGRAM

This Mitigation Monitoring and Reporting Program (MMRP) has been formulated based upon the findings of the Initial Study/Mitigated Negative Declaration (IS/MND) for the Project in Mariposa County. The MMRP table lists mitigation measures recommended in the IS/MND for the Project and identifies monitoring and reporting requirements.

Table 5-1: Mitigation, Monitoring, and Reporting Program presents the mitigation measures identified for the Project. Each mitigation measure is numbered with a symbol indicating the topical section to which it pertains, a hyphen, and the impact number. For example, AIR-2 would be the second mitigation measure identified in the Air Quality analysis of the IS/MND.

The first column of Table 5-1: Mitigation, Monitoring, and Reporting Program identifies the mitigation measure. The second column, entitled "When Monitoring is to Occur," identifies the time the mitigation measure should be initiated. The third column, "Frequency of Monitoring," identifies the frequency of the monitoring of the mitigation measure. The fourth column, "Agency Responsible for Monitoring," names the party ultimately responsible for ensuring that the mitigation measure is implemented. The last columns will be used by the Lead and Responsible Agencies to ensure that individual mitigation measures have been complied with and monitored.

Table 5-1: Mitigation, Monitoring, and Reporting Program

Mitigation, Monitoring, and Reporting Program						
Item	Mitigation Measure	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
Aesthetics						
AES-1	All outdoor lighting shall adhere to International Dark Sky Association standards, including the requirement that all outdoor lighting shall be hooded or screened as to direct the source of light downward and focus onto the property from which it originates and shall not negatively impact adjacent properties or directly reflect upon any adjacent properties. A lighting plan shall be submitted to Mariposa Planning prior to the issuance of grading or construction permits for the project.	During construction activities	Once, near project completion	Mariposa County Planning Department		
Biological Resources						
General Project-Related Impacts						
BIO-1	**(*WEAP Training*):** Prior to initiating construction activities (including staging and mobilization), all personnel associated with Project construction will attend a mandatory Worker Environmental Awareness Program (WEAP) training, conducted by a qualified biologist (someone familiar with the identification and habitats of these species), to aid workers in identifying special status resources that may occur in the site. The specifics of this program will include identification of the sensitive species and suitable habitats, a description of the regulatory status and general ecological characteristics of sensitive resources, and review of the limits of construction and mitigation measures required to reduce impacts to biological resources within the work area. This training will discuss special status species, describe the laws and regulations in place to provide protection of these species, identify the penalties for violation of applicable environmental laws and regulations, and include a list of required protective measures to avoid "take." A fact sheet summarizing this information, along with photographs or illustrations	Prior to the start of any construction activities	As needed for any new construction personnel during construction activities	Mariposa County Planning Department		

Mitigation, Monitoring, and Reporting Program						
Item	Mitigation Measure	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
	of sensitive species with potential to occur on the site, will also be prepared for distribution to all contractors, their employees, and all other personnel involved with construction of the Project. All trainees will sign a form documenting that they have attended WEAP training and understand the information presented to them. These signed forms shall be provided to the Mariposa County Planning Department prior to initiation of construction activities.					
BIO-2	**(*BMPs*):** The Project proponent will require that all workers employ the following best management practices (BMPs) in order to avoid and minimize potential impacts to special status species: • Vehicles will observe a 15-mph speed limit while on unpaved access routes. • All open trenches, holes, sumps, and other excavations greater than 6-inches with sidewalls steeper than a 1:1 (45 degree) slope will have an escape ramp of earth or a non-slip material with a less than 1:1 slope or these will be covered with barrier material such that animals are unable to dig or squeeze under the barrier and become entrapped/ • Workers will inspect areas beneath parked vehicles, equipment, and materials prior to mobilization. If special status species are detected, the individual will either be allowed to leave of its own volition or will be captured by the qualified biologist (must possess appropriate collecting/handling permits or relevant experience) and relocated out of harm's way to the nearest suitable habitat beyond the influence of the Project work area. "Take" of a state or	During Construction Activities	Daily	Mariposa County Planning Department		

Mitigation, Monitoring, and Reporting Program						
Item	Mitigation Measure	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
	federal special status (rare, California Species of Special Concern, threatened, or endangered) species is prohibited without the necessary federal or state take permit. • The presence of any special status species will be reported to the Project's qualified biologist, who will submit the occurrence to the CNDDB. If necessary, the biologist will report the occurrence to CDFW and/or USFWS.					
Project-Related Impacts to Special Status Plant Species						
BIO-3	The presence of any special status species will be reported to the Project's qualified biologist, who will submit the occurrence to the CNDDB. If necessary, the biologist will report the occurrence to CDFW and/or USFWS. These signed forms shall be provided to the Mariposa County Planning Department prior to initiation of construction activities.					
BIO-4	**(*Pre-Construction Survey*):** Prior to Project activities occurring onsite, a qualified botanist/biologist will conduct focused botanical surveys during the appropriate blooming seasons. At a minimum three (3) surveys will be conducted, each at least one (1) month apart, across the blooming periods for beaked clarkia (April – May), big-scale balsamroot (March – July), Congdon's lomatium (March – June), Congdon's woolly sunflower (March – June), grassland suncup (April – June), Madera leptosiphon (April – May), Mariposa clarkia (May – June), Mariposa cryptantha (April – June), Mariposa daisy (June – August), Mariposa lupine (April – May), Mariposa pussypaws (April – May), Parry's horkelia (April – September), shaggyhair lupine (April – May), slender-stalked monkeyflower (April	Prior to construction activities	Once, as determined by qualified biologist during construction activities	Mariposa County Planning Department		

Mitigation, Monitoring, and Reporting Program						
Item	Mitigation Measure	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
	– May), ~~and~~ yellow-lip pansy monkeyflower (April – July), and Yosemite onion (May – June) according to CDFW's *Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Sensitive Natural Communities* (2018) for all appropriate habitats for these species within the site. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.					
BIO-5	**(*Avoidance*):** If special status plants are identified during a survey, an avoidance buffer and, if necessary, use of exclusion fencing, will be placed around the area so as not to disturb the plants or its root system. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.	Prior to construction activities	Once, as determined by qualified biologist during construction activities	Mariposa County Planning Department		
BIO-6	**(*Formal Consultation*):** If rare plant individuals or populations are detected within Project work areas during the focused botanical surveys, and the plants cannot be avoided, the Project proponent will initiate consultation with CNPS (for CNPS-ranked species), CDFW (for California proposed, threatened, or endangered species), and/or USFWS (for threatened or endangered species) to determine next steps for salvage and relocation. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.	Prior to construction activities	Once, as determined by qualified biologist during construction activities	Mariposa County Planning Department		

Mitigation, Monitoring, and Reporting Program						
Item	Mitigation Measure	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
Project-Related Mortality and/or Nest Abandonment of Migratory Birds, Raptors, and Special Status Birds						
BIO-7	**(*Avoidance*):** The Project's construction activities will occur, if feasible, between ~~August 16~~October 1 and January 31 (outside of the nesting bird season) to avoid impacts to nesting birds.	~~August 16~~ October 1 to January 31	Once, as determined by qualified biologist during construction activities	Mariposa County Planning Department		
BIO-8	**(*Pre-construction Surveys*):** If activities must occur within the nesting bird season (February 1 to ~~August 15~~September 30), a qualified biologist (someone able to identify these species) will conduct a pre-construction survey for active nests within seven (7) calendar days prior to the start of construction. It will be completed within the site, and up to 100 feet outside of the site for nesting migratory birds and up to 500 feet outside of the site for nesting raptors. Raptor nests are considered "active" upon the nest-building stage. If no active nests are observed, no further mitigation is required. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.	Prior to the start of construction activities	Once, as determined by qualified biologist prior to construction activities	Mariposa County Planning Department		
BIO-9	***(Avoidance Buffers)*:** On discovery of any active nests or breeding colonies near work areas, a qualified biologist will determine appropriate avoidance buffer distances based on applicable CDFW and/or USFWS guidelines, the biology of the species, conditions of the nest(s), and the level of Project disturbance. If necessary, avoidance buffers will be identified with flagging, fencing, or other easily visible means, and will be maintained until the biologist has determined that the nestlings have fledged. The results of any surveys and mitigation measures employed to reduce impacts	Prior to the start of construction activities	Once, as determined by qualified biologist prior to construction activities	Mariposa County Planning Department		

Mitigation, Monitoring, and Reporting Program						
Item	Mitigation Measure	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
	on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.					
Project-Related Mortality and/or Disturbance to California Red-Legged Frog						
BIO-10	***(Pre-construction Take Avoidance Surveys)*:** A qualified biologist (someone familiar with the identification and habitat of this species) will conduct a pre-construction take avoidance survey for CRLF within seven (7) days of construction in accordance with the Revised Guidance on Site Assessment and Field Surveys for the California Red-legged Frog (USFWS 2005) or current guidance for CRLF to determine if CRLF are within or adjacent (within 100 feet) to the creek habitat. This survey will be completed when adult frogs are most likely to be detected at night between January 1 and June 30. If construction activities will begin outside of this timeframe two surveys will be required, one between January 1 and June 30 and the second survey within seven (7) days prior to construction activities within or adjacent (within 100 feet) of the creek habitat. If no CRLFs are found during the pre-construction survey(s) work may commence without further surveys. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.	Within seven (7) days of construction activities	Once, as determined by qualified biologist prior to construction activities	Mariposa County Planning Department		
BIO-11	***(CRLF Avoidance)*:** If CRLF are found during preconstruction surveys, initial ground-disturbing activities should be timed to avoid the period when CRLF are most likely to be moving through upland areas (November 1 and March 31). If any CRLF are found during preconstruction surveys or at any time during construction, a 50-foot no-disturbance	Upon discovery of CRLF	Once, as determined by qualified biologist prior to construction activities	Mariposa County Planning Department		

Mitigation, Monitoring, and Reporting Program						
Item	Mitigation Measure	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
	buffer around CRLF and their burrows will be implemented. Project activities in the immediate vicinity will cease, allowing individuals to leave the Project site on their own accord.					
BIO-~~11~~12	**(*Monitor*):** If CRLF are observed during ~~the~~ surveys or during construction, a qualified biologist will conduct a pre-activity clearance survey each day and remain on the site to oversee all vegetation clearing and ground disturbing activities within or adjacent (within 100 feet) of the creek habitat or in other areas of the project site when initial ground-disturbing activities must take place between November 1 and March 31 when CRLF are moving though upland habitats.. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.	Upon discovery of CRLF	Once, as determined by qualified biologist prior to construction activities	Mariposa County Planning Department		
BIO-~~12~~13	**(*FYLF Take Authorization*):** If avoidance is not feasible the Project will consult with the USFWS to acquire take permits for CRLF prior to any Project activities. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.	During construction activities	Once, as determined by qualified biologist prior to construction activities	Mariposa County Planning Department		
Project-Related Mortality and/or Disturbance to Crotch's Bumble Bee						
BIO-~~13~~14	**(*Flying Bumble Bee and Nest Surveys*):** A qualified biologist (someone who is familiar with and can identify bumble bees) will conduct three flying bumble bee and nest surveys during the peak flying periods (April, May to June, and July) in accordance with Survey Considerations for California Endangered Species Act Candidate Bumble Bee Species (California Department of Fish and Wildlife 2023) prior to initial ground disturbing activities	Prior to the start of construction activities	Once, as determined by qualified biologist prior to construction activities	Mariposa County Planning Department		

Mitigation, Monitoring, and Reporting Program						
Item	Mitigation Measure	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
	~~within or adjacent (within 100 feet) of the creek habitat~~. The biologist will walk throughout the ~~creek~~ project work area ~~habitat onsite and up to 100 feet outside of the creek habitat~~ during the optimal time of the day to inspect for bumble bees and any nests. If an individual is observed, it will be followed until it can be determined if a nest is present within the survey boundary. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.					
BIO-~~14~~15	***(Identification and Protection Plan)*:** Bumble bee individuals need to be captured to be identified. If a bumble bee nest is observed, no Project activities will occur within 50 feet of the nest until a plan to identify the species using the nest and protect nesting and overwintering Crotch's bumble bee has been submitted to CDFW and approved in writing by CDFW. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.	During construction activities	Once, as determined by qualified biologist prior to construction activities	Mariposa County Planning Department		
Project-Related Mortality and/or Disturbance to Monarch Butterfly						
BIO-~~15~~16	**(*Avoidance*):** Vegetation removal will not occur during the monarch breeding season (February 1 to August 31.	During construction activities	During construction activities	Mariposa County Planning Department		
BIO-~~16~~17	**(*Pre-construction Surveys*):** If vegetation removal will occur during the breeding season (February 1 to August 31) a pre-construction survey of the BSA will be conducted by a qualified biologist (someone who can identify the species and is familiar with the species' host plants) within 15 days prior to construction activities to determine if milkweeds (*Asclepias* spp.) plants are located within the site. If	During construction activities	During construction activities	Mariposa County Planning Department		

Mitigation, Monitoring, and Reporting Program						
Item	Mitigation Measure	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
	no milkweed plants are observed, no further mitigation is required. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.					
BIO-~~17~~18	**(*Buffers*):** If milkweeds are observed within the BSA during the breeding season (February 1 to August 31), an avoidance buffer will be placed around the area as to not to disturb the plant or its root system. The buffer will be left in place until a qualified biologist has determined the buffers are no longer warranted. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.	During construction activities	During construction activities	Mariposa County Planning Department		
BIO-~~18~~19	**(*Monarch Egg and Larvae Survey*):** If milkweeds are observed within the BSA during the breeding season (February 1 to August 31) and cannot be avoided, a qualified biologist will conduct a monarch egg and larvae survey to look for eggs and larvae on milkweeds within seven (7) days prior to their removal. If no eggs or larvae are observed the milkweed plants can be removed under the supervision of a qualified biologist and will be replanted at a 3:1 ratio. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.	During construction activities	During construction activities	Mariposa County Planning Department		
BIO-~~19~~20	**(*Consultation with USFWS if Listed*):** In the event a milkweed plant with monarch eggs or larvae is detected during the pre-construction survey and	During the pre-construction survey	Once	Mariposa County Planning Department		

Mitigation, Monitoring, and Reporting Program						
Item	Mitigation Measure	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
	cannot be avoided and this species is listed under the ESA prior to this observation, consultation with USFWS will be completed to avoid take. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.					
Project-Related Mortality and/or Disturbance of Maternity Roosting Bats and Special Status Bats						
BIO-~~20~~21	**(*Pre-Construction Survey*):** A qualified biologist (someone familiar with the identification and sign of this species) will conduct a pre-construction survey for cavities and if needed, and emergence survey, within 7 days or less prior to construction if construction activities fall between March 1 and September 30 (bat maternity season) and/or November 1 through February 28 (overwintering season). This survey would help identify current bat roosting locations in trees or cavities within or near the Project site prior to the start of construction.	Within seven (7) days of construction activities	Once, as determined by qualified biologist prior to construction activities	Mariposa County Planning Department		
BIO-~~21~~22	**(*Establish Buffers*):** On discovery of any bat roosts near work areas a qualified biologist will determine appropriate construction setback distances (buffer zones) based on the biology of the species, conditions of the roost(s), and the level of Project disturbance, if appropriate. If necessary, construction buffers will be identified with flagging, fencing, or other easily visible means, and will be maintained until the biologist has determined that the roost will no longer be impacted by construction. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.	Upon discovery of bat roosts	Once, as determined by qualified biologist prior to construction activities	Mariposa County Planning Department		

Mitigation, Monitoring, and Reporting Program						
Item	Mitigation Measure	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
BIO-~~22~~23	**(*Avoidance*):** Project activities are not to occur within 100 feet of the identified maternity bat roost between sunset and sunrise during maternity season from March 1 through September 30 and the special status species overwintering bat roost from November 1 through February 28. Lighting is not to be used near roosts where it would shine on or into the roost entrance. Combustion equipment, such as generators, pumps, and vehicles are not to be parked, operated, under or adjacent to the roost.	During construction activities	During construction activities	Mariposa County Planning Department		
BIO-~~23~~24	**(*Disturbance to Trees*):** If a tree or trees must be removed a qualified biologist will inspect the tree prior to removal to verify that the tree is not active roosting habitat. Once the tree is deemed clear of bats, the tree will be removed within two days. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.	During construction activities	During construction activities	Mariposa County Planning Department		
Project-Related Mortality and/or Disturbance to Foothill Yellow-Legged Frog						
BIO-~~24~~25	**(*Pre-construction Take Avoidance Survey*):** A qualified biologist (someone familiar with the identification and habitat of this species) will conduct surveys for FYLF in accordance with CDFW's *Considerations for Conserving the Foothill Yellow-Legged Frog* (California Department of Fish and Wildlife 2018), or current guidance for FYLF to determine if FYLF are within or adjacent (within 100 feet) of the creek habitat. If no FYLFs are found during the pre-construction survey and no surface water is present in the creeks, work may commence without further surveys.	Prior to the start of construction activities	Once, as determined by qualified biologist prior to construction activities	Mariposa County Planning Department		
BIO-~~25~~26	***(FYLF Consultation and Avoidance)*:** If any FYLF are found during preconstruction surveys or at any time during construction, consultation with CDFW	Upon discovery of FYLF	Once, as determined by qualified biologist	Mariposa County Planning Department		

Mitigation, Monitoring, and Reporting Program						
Item	Mitigation Measure	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
	and USFWS is warranted to determine if the Project can avoid take. CDFW recommends that initial ground-disturbing activities be timed to avoid the period when FYLF are most likely to be moving through upland areas (i.e., November 1 to March 31). When ground-disturbing activities must take place between November 1 and March 31, CDFW recommends that a qualified biologist monitor construction activity daily for FYLF. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.		prior to construction activities			
BIO-~~26~~27	**(*Monitor*):** If FYLF have been observed during preconstruction surveys or at any time during construction and ground-disturbing activities must take place between November 1 and March 31, surface water is present during the preconstruction surveys, or if surface water becomes present at any time during the work period, the qualified biologist will conduct a pre-activity clearance survey each day and remain on the site to oversee all vegetation clearing and ground disturbing activities within FYLF habitat. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.	Upon discovery of FYLF	Once, as determined by qualified biologist prior to construction activities	Mariposa County Planning Department		
BIO-~~27~~28	**(*FYLF Take Authorization*):** If avoidance is not feasible the Project will consult with the USFWS and CDFW to acquire take permits for FYLF prior to any Project activities. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning	During construction activities	Once, as determined by qualified biologist prior to construction activities	Mariposa County Planning Department		

Mitigation, Monitoring, and Reporting Program						
Item	Mitigation Measure	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
	Department prior to commencement of any construction activities.					
Project-Related Mortality and/or Disturbance to Hardhead						
BIO-~~28~~29	**(*Avoidance*):** If possible, construction activities will not occur in or within 50 feet of Mariposa Creek or the unnamed creek when water is present.	During construction activities	Once, as determined by qualified biologist prior to construction activities	Mariposa County Planning Department		
BIO-~~29~~30	**(*Pre-construction Survey*):** If construction activities must occur in or within 50 feet of the waterways when water is present a pre-construction survey will be conducted by a qualified biologist (someone who is familiar with and can identify fish species) to look for hardhead and other special status fish species that may be present in Mariposa Creek or the unnamed creek. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.	Prior to the start of construction activities	Once, as determined by qualified biologist prior to construction activities	Mariposa County Planning Department		
BIO-~~30~~31	**(*Formal Consultation*):** If hardhead or other special status fish species are observed within Mariposa Creek or the unnamed creek and cannot be avoided the Project proponent will initiate consultation with the National Marine Fisheries Service and/or CDFW to determine any additional mitigation and minimization measures to avoid impacts to special status fish within the creeks. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.	Upon discovery of hardhead	Once, as determined by qualified biologist prior to construction activities	Mariposa County Planning Department		

Mitigation, Monitoring, and Reporting Program						
Item	Mitigation Measure	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
Project-Related Mortality and/or Disturbance to Northwestern Pond Turtle						
BIO-~~31~~32	**(*Pre-construction Survey and Avoidance Buffers*):** Within seven (7) days prior to the start of construction, a qualified biologist (someone familiar with the identification and habitat of this species) will conduct a pre-construction survey for northwestern pond turtle within the creek habitat and surrounding areas up to 330 feet. Pre-construction surveys will be conducted in accordance with the draft *Western Pond Turtle (Emys marmorata) Visual Survey Protocol for the Southcoast Ecoregion* (United States Geological Survey 2006), or current guidance. If no northwestern pond turtles are observed during the pre-construction survey, then construction activities may begin. If the surveys results in the identification of a northwestern pond turtle or an individual is found on the site during construction activities, it will be allowed to leave the site on its own or a qualified biologist (must possess appropriate collecting/handling permits or relevant experience) will stop work and relocate the individual. The qualified biologist will determine appropriate buffers to be implemented to avoid impacts to the individual(s). The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.	Within seven (7) days prior to the start of construction activities	Once, as determined by qualified biologist prior to construction activities	Mariposa County Planning Department		
BIO-~~32~~33	**(*Monitor*):** If northwestern pond turtles are observed on the site, a qualified biologist will conduct a pre-activity clearance survey each day and remain on the site to oversee all vegetation clearing and ground disturbing activities until the individual(s) have left the site. The results of any surveys and mitigation measures employed to	During construction activities	Daily, during construction activities	Mariposa County Planning Department		

Mitigation, Monitoring, and Reporting Program						
Item	Mitigation Measure	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
	reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.					
BIO-~~33~~34	**(*Formal Consultation*):** Should northwestern pond turtles get listed by the ESA in this area and the Project/qualified biologist needs to move an individual, consultation for protection plans and/or relocation plans with the appropriate agencies will be completed to avoid take. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.	Prior to the start of construction activities	Once, Prior to ground disturbing activities and the start of construction	Mariposa County Planning Department		
Project-Related Impacts to Riparian Habitat and Natural Communities of Special Concern						
BIO-~~34~~35	**(*Analysis for Revegetation*):** If trees are to be removed during Project activities a qualified biologist will complete an analysis on the number of trees and impacts to the habitat to determine if a habitat restoration and revegetation plan (HRRP) will be needed.	During construction activities	During construction activities	Mariposa County Planning Department		
BIO-~~35~~36	**(*HRRP*):** If determined by the qualified biologist's analysis an HRRP is required, one will be developed for the Project. Upon completion of the Project, all vegetation impacted by permanent and temporary impacts, including trails, staging areas, temporary roads, and borrow sites, will be recontoured if necessary and revegetated to promote restoration of the area to pre-Project conditions. The HRRP will detail the process or processes to be implemented to restore the target areas and replant vegetation removed during the Project and will include the following Project-specific information, at a minimum: • summary of habitat impacts and proposed habitat restoration actions;	Prior to the start of construction activities	Once, Prior to ground disturbing activities and the start of construction	Mariposa County Planning Department		

Mitigation, Monitoring, and Reporting Program						
Item	Mitigation Measure	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
	• location of the restoration sites and existing site conditions; • restoration design, including a proposed restoration site schedule and descriptions of existing and proposed soils and hydrology; • site preparation requirements (including soil amendments, if required); • invasive species eradication plan if applicable, planting plan, and maintenance plan; • monitoring measures, with performance and success criteria; • monitoring methods, duration, and schedule; and • contingency measures and remedial actions. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.					
Project-Related Impacts to Regulated Waters, Wetlands, and Water Quality						
BIO-~~36~~37	**(*Permits*):** If the Project intends to impact potentially jurisdictional waters, permits with USACE, RWQCB, and/or CDFW will be obtained to comply with state and federal regulations, if necessary. These permits, certifications, and agreements would ensure impacts to waters are minimized to the extent possible and permanent impacts would be offset by compensatory mitigation. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning	Prior to the start of construction activities	Once, Prior to ground disturbing activities and the start of construction	Mariposa County Planning Department		

Mitigation, Monitoring, and Reporting Program						
Item	Mitigation Measure	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
	Department prior to commencement of any construction activities.					
			Cultural Resources			
CUL-1	(Archaeological Remains): Should archaeological remains or artifacts be unearthed during any stage of project activities, work in the area of discovery shall cease until the area is evaluated by a qualified archaeologist. If mitigation is warranted, the project proponent shall abide by recommendations of the archaeologist.	During construction activities upon discovery of archaeological remains in the work areas.	Daily, upon discovery of archaeological remains in the work areas	Mariposa County Planning Department		
CUL-2	(Human Remains): In the event human remains, artifacts, or potentially significant cultural resources are discovered during ground disturbance on the project site, a Native American monitor shall be on-site for the duration of ground disturbance. During any construction activity that involves ground disturbance, if any signs of prehistoric, historic, archaeological, paleontological resources are evident, all work activity within fifty feet of the find shall stop and the Mariposa County Planning Department shall be notified immediately. No work shall be done within fifty feet of the find until Planning has identified appropriate measures to protect the find and those measures have been implemented by the project proponent. Protection measures for the site may include, but not be limited to, requiring the project proponent to hire a qualified archaeologist who shall conduct necessary inspections and research, and who may supervise all further ground disturbance activities and make any such recommendations as necessary to ensure compliance with applicable regulations. In addition to the Planning Department, the Mariposa County Coroner and the Native American Heritage Commission shall be notified should human remains be discovered. If the remains are determined by the Native American Heritage Commission to be Native	During construction activities upon discovery of human remains in the work areas.	Daily, upon discovery of human remains in the work areas.	Mariposa County Planning Department		

Mitigation, Monitoring, and Reporting Program						
Item	Mitigation Measure	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
	American, the NAHC guidelines shall be adhered to in treatment and disposition of the remains. Representatives of the Most Likely Descendant shall be requested to be on-site during disturbance and/or removal of human remains.					
			Noise			
NOI-1	The construction contractor shall ensure that all noise producing construction activities, including warming-up or servicing equipment and any preparation for construction, shall not commence prior to the hours of 7:00am Monday through Friday, and 8:00am on Saturdays. All construction activities shall cease by sunset Monday through Saturday. No construction shall occur on Sundays. Any deviation from the construction hours shall require Planning Department consideration and approval. The construction contractor shall locate on-site equipment staging areas to maximize the distance between construction-related noise sources and noise sensitive receptors nearest the project site during construction.	During construction activities	Daily, during construction activities	Mariposa County Planning Department		
NOI-2	The construction contractor shall ensure that all equipment will have sound control devices that are no less effective than those provided on the original equipment. Further, pavement breakers and jackhammers shall also be equipped with acoustically attenuating shields or shrouds recommended by the manufacturers thereof. In lieu of or in the absence of manufacturers' recommendations, the Director of Public Works shall have the authority to prescribe such means of accomplishing maximum noise attenuation as deemed to be in the public interest, considering the available technology and economic feasibility.	During construction activities	Daily, during construction activities	Mariposa County Planning Department		
NOI-3	The County shall ensure by inclusion in any work agreement with contractors that equipment and trucks used for construction of the Project utilize the	During construction activities	Daily, during construction activities	Mariposa County Planning Department		

Mitigation, Monitoring, and Reporting Program						
Item	Mitigation Measure	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
	best available noise control techniques (including mufflers, use of intake silencers, ducts, engine enclosures and acoustically attenuating shields or shrouds).					
NOI-4	The County shall ensure by inclusion in any work agreement with contractors that impact equipment (e.g., jack hammers, etc.) used for construction of the Project be hydraulically or electrically powered wherever feasible to avoid noise associated with compressed air exhaust from pneumatically powered tools. Where use of pneumatically powered tools is unavoidable, use of an exhaust muffler on the compressed air exhaust can lower noise levels from the exhaust by up to about 10 dBA. When feasible, external jackets on the impact equipment can achieve a reduction of 5 dBA. Whenever feasible, use quieter procedures, such as drilling rather than impact equipment operation.	During construction activities	Daily, during construction activities	Mariposa County Planning Department		
Tribal Cultural Resources						
See **CUL-1** and **CUL-2** in Section 4.5.3.						
Wildfire						
WLD-1	(Defensible Space). Pre-wildfire mitigation measures focus on the maintenance of defensible space and fire-focused landscaping for the life of the project, and may include: a. Highly flammable vegetation near the Project will be maintained to reduce fire fuel, as appropriate. b. Dispose of debris, such as dry debris, leaves, and dead limbs near and within the Project. c. Design defensible spaces with fire breaks around the Project, as appropriate.	During construction activities	Daily, during construction activities	Mariposa County Planning Department		

Mitigation, Monitoring, and Reporting Program						
Item	Mitigation Measure	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
WLD-2	(Water Source). Adequate on-site water sources will be made available during high fire risk construction activities and will include, but not limited to, water truck, water backpacks, and/or fire extinguishers	During construction activities	Daily, during construction activities	Mariposa County Planning Department		

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APPENDICES

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Mariposa Creek Parkway Phase III Hillside Trails Detailed Report

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1. Basic Project Information

1.1. Basic Project Information

Data Field	Value
Project Name	Mariposa Creek Parkway Phase III Hillside Trails
Construction Start Date	5/4/2026
Lead Agency	—
Land Use Scale	Project/site
Analysis Level for Defaults	County
Windspeed (m/s)	2.80
Precipitation (days)	18.2
Location	37.481298887482765, -119.9709736101359
County	Mariposa
City	Unincorporated
Air District	Mariposa County APCD
Air Basin	Mountain Counties
TAZ	3020
EDFZ	5
Electric Utility	Pacific Gas & Electric Company
Gas Utility	Pacific Gas & Electric
App Version	2022.1.1.29

1.2. Land Use Types

Land Use Subtype	Size	Unit	Lot Acreage	Building Area (sq ft)	Landscape Area (sq ft)	Special Landscape Area (sq ft)	Population	Description
Other Non-Asphalt Surfaces	17.9	Acre	17.9	0.00	0.00	—	—	—

Other Non-Asphalt Surfaces	15.0	1000sqft	0.34	0.00	0.00	—	—	—

1.3. User-Selected Emission Reduction Measures by Emissions Sector

No measures selected

2. Emissions Summary

2.1. Construction Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Un/Mit.	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	3.89	3.28	29.3	30.2	0.06	1.24	7.80	9.05	1.14	3.97	5.12	—	6,783	6,783	0.28	0.06	0.72	6,808
Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.92	0.77	6.71	7.05	0.01	0.28	1.15	1.43	0.26	0.50	0.76	—	1,552	1,552	0.06	0.01	0.07	1,558
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.17	0.14	1.22	1.29	< 0.005	0.05	0.21	0.26	0.05	0.09	0.14	—	257	257	0.01	< 0.005	0.01	258

2.2. Construction Emissions by Year, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Year	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily - Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2026	3.89	3.28	29.3	30.2	0.06	1.24	7.80	9.05	1.14	3.97	5.12	—	6,783	6,783	0.28	0.06	0.72	6,808

Daily - Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2026	0.92	0.77	6.71	7.05	0.01	0.28	1.15	1.43	0.26	0.50	0.76	—	1,552	1,552	0.06	0.01	0.07	1,558
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2026	0.17	0.14	1.22	1.29	< 0.005	0.05	0.21	0.26	0.05	0.09	0.14	—	257	257	0.01	< 0.005	0.01	258

3. Construction Emissions Details

3.1. Site Preparation (2026) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	3.74	3.14	29.2	28.8	0.05	1.24	—	1.24	1.14	—	1.14	—	5,298	5,298	0.21	0.04	—	5,316
Dust From Material Movement	—	—	—	—	—	—	7.67	7.67	—	3.94	3.94	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Off-Road	0.23	0.19	1.76	1.74	< 0.005	0.07	—	0.07	0.07	—	0.07	—	319	319	0.01	< 0.005	—	320
Dust From Material Movement	—	—	—	—	—	—	0.46	0.46	—	0.24	0.24	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.04	0.03	0.32	0.32	< 0.005	0.01	—	0.01	0.01	—	0.01	—	52.9	52.9	< 0.005	< 0.005	—	53.0
Dust From Material Movement	—	—	—	—	—	—	0.08	0.08	—	0.04	0.04	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.15	0.13	0.09	1.42	0.00	0.00	0.14	0.14	0.00	0.03	0.03	—	161	161	0.01	0.01	0.63	164
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.07	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	9.03	9.03	< 0.005	< 0.005	0.02	9.17
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Worker	< 0.005	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	1.50	1.50	< 0.005	< 0.005	< 0.005	1.52
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.3. Grading (2026) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	3.62	3.04	27.2	27.6	0.06	1.12	—	1.12	1.03	—	1.03	—	6,599	6,599	0.27	0.05	—	6,621
Dust From Material Movement	—	—	—	—	—	—	3.59	3.59	—	1.42	1.42	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.66	0.55	4.92	4.99	0.01	0.20	—	0.20	0.19	—	0.19	—	1,193	1,193	0.05	0.01	—	1,197
Dust From Material Movement	—	—	—	—	—	—	0.65	0.65	—	0.26	0.26	—	—	—	—	—	—	—

Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.12	0.10	0.90	0.91	< 0.005	0.04	—	0.04	0.03	—	0.03	—	198	198	0.01	< 0.005	—	198
Dust From Material Movement	—	—	—	—	—	—	0.12	0.12	—	0.05	0.05	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.17	0.15	0.10	1.63	0.00	0.00	0.16	0.16	0.00	0.04	0.04	—	184	184	0.01	0.01	0.72	187
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.03	0.03	0.02	0.25	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	31.0	31.0	< 0.005	< 0.005	0.06	31.5
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	< 0.005	< 0.005	0.05	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	5.13	5.13	< 0.005	< 0.005	0.01	5.21
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

4. Operations Emissions Details

4.10. Soil Carbon Accumulation By Vegetation Type

4.10.1. Soil Carbon Accumulation By Vegetation Type - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Vegetation	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.2. Above and Belowground Carbon Accumulation by Land Use Type - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.3. Avoided and Sequestered Emissions by Species - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Species	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

5. Activity Data

5.1. Construction Schedule

Phase Name	Phase Type	Start Date	End Date	Days Per Week	Work Days per Phase	Phase Description
Site Preparation	Site Preparation	5/4/2026	6/2/2026	5.00	22.0	—
Grading	Grading	6/3/2026	9/2/2026	5.00	66.0	—

5.2. Off-Road Equipment

5.2.1. Unmitigated

Phase Name	Equipment Type	Fuel Type	Engine Tier	Number per Day	Hours Per Day	Horsepower	Load Factor
Site Preparation	Rubber Tired Dozers	Diesel	Average	3.00	8.00	367	0.40
Site Preparation	Tractors/Loaders/Backhoes	Diesel	Average	4.00	8.00	84.0	0.37
Grading	Graders	Diesel	Average	1.00	8.00	148	0.41
Grading	Excavators	Diesel	Average	2.00	8.00	36.0	0.38
Grading	Tractors/Loaders/Backhoes	Diesel	Average	2.00	8.00	84.0	0.37
Grading	Scrapers	Diesel	Average	2.00	8.00	423	0.48
Grading	Rubber Tired Dozers	Diesel	Average	1.00	8.00	367	0.40

5.3. Construction Vehicles

5.3.1. Unmitigated

Phase Name	Trip Type	One-Way Trips per Day	Miles per Trip	Vehicle Mix
Site Preparation	—	—	—	—
Site Preparation	Worker	17.5	11.2	LDA,LDT1,LDT2
Site Preparation	Vendor	—	9.01	HHDT,MHDT
Site Preparation	Hauling	0.00	20.0	HHDT
Site Preparation	Onsite truck	—	—	HHDT
Grading	—	—	—	—
Grading	Worker	20.0	11.2	LDA,LDT1,LDT2
Grading	Vendor	—	9.01	HHDT,MHDT
Grading	Hauling	0.00	20.0	HHDT
Grading	Onsite truck	—	—	HHDT

5.4. Vehicles

5.4.1. Construction Vehicle Control Strategies

Non-applicable. No control strategies activated by user.

5.5. Architectural Coatings

Phase Name	Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)

5.6. Dust Mitigation

5.6.1. Construction Earthmoving Activities

Phase Name	Material Imported (cy)	Material Exported (cy)	Acres Graded (acres)	Material Demolished (sq. ft.)	Acres Paved (acres)
Site Preparation	—	—	33.0	0.00	—

Grading	—	—	198	0.00	—

5.6.2. Construction Earthmoving Control Strategies

Control Strategies Applied	Frequency (per day)	PM10 Reduction	PM2.5 Reduction
Water Exposed Area	2	61%	61%

5.7. Construction Paving

Land Use	Area Paved (acres)	% Asphalt
Other Non-Asphalt Surfaces	17.9	0%
Other Non-Asphalt Surfaces	0.34	0%

5.8. Construction Electricity Consumption and Emissions Factors

kWh per Year and Emission Factor (lb/MWh)

Year	kWh per Year	CO2	CH4	N2O
2026	0.00	204	0.03	< 0.005

5.18. Vegetation

5.18.1. Land Use Change

5.18.1.1. Unmitigated

Vegetation Land Use Type	Vegetation Soil Type	Initial Acres	Final Acres

5.18.1. Biomass Cover Type

5.18.1.1. Unmitigated

Biomass Cover Type	Initial Acres	Final Acres

5.18.2. Sequestration

5.18.2.1. Unmitigated

Tree Type	Number	Electricity Saved (kWh/year)	Natural Gas Saved (btu/year)

6. Climate Risk Detailed Report

6.1. Climate Risk Summary

Cal-Adapt midcentury 2040–2059 average projections for four hazards are reported below for your project location. These are under Representation Concentration Pathway (RCP) 8.5 which assumes GHG emissions will continue to rise strongly through 2050 and then plateau around 2100.

Climate Hazard	Result for Project Location	Unit
Temperature and Extreme Heat	31.3	annual days of extreme heat
Extreme Precipitation	11.4	annual days with precipitation above 20 mm
Sea Level Rise	—	meters of inundation depth
Wildfire	28.7	annual hectares burned

Temperature and Extreme Heat data are for grid cell in which your project are located. The projection is based on the 98th historical percentile of daily maximum/minimum temperatures from observed historical data (32 climate model ensemble from Cal-Adapt, 2040–2059 average under RCP 8.5). Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.
Extreme Precipitation data are for the grid cell in which your project are located. The threshold of 20 mm is equivalent to about ¾ an inch of rain, which would be light to moderate rainfall if received over a full day or heavy rain if received over a period of 2 to 4 hours. Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.
Sea Level Rise data are for the grid cell in which your project are located. The projections are from Radke et al. (2017), as reported in Cal-Adapt (Radke et al., 2017, CEC-500-2017-008), and consider inundation location and depth for the San Francisco Bay, the Sacramento-San Joaquin River Delta and California coast resulting different increments of sea level rise coupled with extreme storm events. Users may select from four scenarios to view the range in potential inundation depth for the grid cell. The four scenarios are: No rise, 0.5 meter, 1.0 meter, 1.41 meters
Wildfire data are for the grid cell in which your project are located. The projections are from UC Davis, as reported in Cal-Adapt (2040–2059 average under RCP 8.5), and consider historical data of climate, vegetation, population density, and large (> 400 ha) fire history. Users may select from four model simulations to view the range in potential wildfire probabilities for the grid cell. The four simulations make different assumptions about expected rainfall and temperature are: Warmer/drier (HadGEM2-ES), Cooler/wetter (CNRM-CM5), Average conditions (CanESM2), Range of different rainfall and temperature possibilities (MIROC5). Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.

6.2. Initial Climate Risk Scores

Climate Hazard	Exposure Score	Sensitivity Score	Adaptive Capacity Score	Vulnerability Score
Temperature and Extreme Heat	N/A	N/A	N/A	N/A
Extreme Precipitation	3	0	0	N/A
Sea Level Rise	N/A	N/A	N/A	N/A

Wildfire	1	0	0	N/A
Flooding	N/A	N/A	N/A	N/A
Drought	N/A	N/A	N/A	N/A
Snowpack Reduction	0	0	0	N/A
Air Quality Degradation	N/A	N/A	N/A	N/A

The sensitivity score reflects the extent to which a project would be adversely affected by exposure to a climate hazard. Exposure is rated on a scale of 1 to 5, with a score of 5 representing the greatest exposure.
The adaptive capacity of a project refers to its ability to manage and reduce vulnerabilities from projected climate hazards. Adaptive capacity is rated on a scale of 1 to 5, with a score of 5 representing the greatest ability to adapt.
The overall vulnerability scores are calculated based on the potential impacts and adaptive capacity assessments for each hazard. Scores do not include implementation of climate risk reduction measures.

6.3. Adjusted Climate Risk Scores

Climate Hazard	Exposure Score	Sensitivity Score	Adaptive Capacity Score	Vulnerability Score
Temperature and Extreme Heat	N/A	N/A	N/A	N/A
Extreme Precipitation	3	1	1	3
Sea Level Rise	N/A	N/A	N/A	N/A
Wildfire	1	1	1	2
Flooding	N/A	N/A	N/A	N/A
Drought	N/A	N/A	N/A	N/A
Snowpack Reduction	1	1	1	2
Air Quality Degradation	N/A	N/A	N/A	N/A

The sensitivity score reflects the extent to which a project would be adversely affected by exposure to a climate hazard. Exposure is rated on a scale of 1 to 5, with a score of 5 representing the greatest exposure.
The adaptive capacity of a project refers to its ability to manage and reduce vulnerabilities from projected climate hazards. Adaptive capacity is rated on a scale of 1 to 5, with a score of 5 representing the greatest ability to adapt.
The overall vulnerability scores are calculated based on the potential impacts and adaptive capacity assessments for each hazard. Scores include implementation of climate risk reduction measures.

6.4. Climate Risk Reduction Measures

7. Health and Equity Details

7.1. CalEnviroScreen 4.0 Scores

The maximum CalEnviroScreen score is 100. A high score (i.e., greater than 50) reflects a higher pollution burden compared to other census tracts in the state.

Indicator	Result for Project Census Tract
Exposure Indicators	—
AQ-Ozone	75.1
AQ-PM	36.6
AQ-DPM	0.81
Drinking Water	62.0
Lead Risk Housing	25.6
Pesticides	2.14
Toxic Releases	3.04
Traffic	0.34
Effect Indicators	—
CleanUp Sites	37.6
Groundwater	80.6
Haz Waste Facilities/Generators	50.1
Impaired Water Bodies	33.2
Solid Waste	98.5
Sensitive Population	—
Asthma	57.8
Cardio-vascular	95.1
Low Birth Weights	50.5
Socioeconomic Factor Indicators	—
Education	36.6
Housing	64.8
Linguistic	13.3
Poverty	74.3
Unemployment	83.6

7.2. Healthy Places Index Scores

The maximum Health Places Index score is 100. A high score (i.e., greater than 50) reflects healthier community conditions compared to other census tracts in the state.

Indicator	Result for Project Census Tract
Economic	—
Above Poverty	38.79122289
Employed	49.83959964
Median HI	20.18478121
Education	—
Bachelor's or higher	41.92223791
High school enrollment	2.527909663
Preschool enrollment	7.686385218
Transportation	—
Auto Access	48.80020531
Active commuting	51.18696266
Social	—
2-parent households	11.84396253
Voting	93.5711536
Neighborhood	—
Alcohol availability	74.13063005
Park access	19.3763634
Retail density	2.643397921
Supermarket access	37.0973951
Tree canopy	97.20261773
Housing	—
Homeownership	55.61401258
Housing habitability	64.7760811
Low-inc homeowner severe housing cost burden	61.76055434
Low-inc renter severe housing cost burden	30.70704478

Uncrowded housing	76.50455537
Health Outcomes	—
Insured adults	38.36776594
Arthritis	0.0
Asthma ER Admissions	64.0
High Blood Pressure	0.0
Cancer (excluding skin)	0.0
Asthma	0.0
Coronary Heart Disease	0.0
Chronic Obstructive Pulmonary Disease	0.0
Diagnosed Diabetes	0.0
Life Expectancy at Birth	78.1
Cognitively Disabled	80.8
Physically Disabled	15.4
Heart Attack ER Admissions	34.9
Mental Health Not Good	0.0
Chronic Kidney Disease	0.0
Obesity	0.0
Pedestrian Injuries	60.8
Physical Health Not Good	0.0
Stroke	0.0
Health Risk Behaviors	—
Binge Drinking	0.0
Current Smoker	0.0
No Leisure Time for Physical Activity	0.0
Climate Change Exposures	—
Wildfire Risk	15.4
SLR Inundation Area	0.0

Children	64.0
Elderly	2.4
English Speaking	62.4
Foreign-born	6.8
Outdoor Workers	42.4
Climate Change Adaptive Capacity	—
Impervious Surface Cover	95.0
Traffic Density	1.1
Traffic Access	0.0
Other Indices	—
Hardship	71.5
Other Decision Support	—
2016 Voting	84.9

7.3. Overall Health & Equity Scores

Metric	Result for Project Census Tract
CalEnviroScreen 4.0 Score for Project Location (a)	56.0
Healthy Places Index Score for Project Location (b)	29.0
Project Located in a Designated Disadvantaged Community (Senate Bill 535)	No
Project Located in a Low-Income Community (Assembly Bill 1550)	Yes
Project Located in a Community Air Protection Program Community (Assembly Bill 617)	No

a: The maximum CalEnviroScreen score is 100. A high score (i.e., greater than 50) reflects a higher pollution burden compared to other census tracts in the state.
b: The maximum Health Places Index score is 100. A high score (i.e., greater than 50) reflects healthier community conditions compared to other census tracts in the state.

7.4. Health & Equity Measures

No Health & Equity Measures selected.

7.5. Evaluation Scorecard

Health & Equity Evaluation Scorecard not completed.

7.6. Health & Equity Custom Measures

No Health & Equity Custom Measures created.

8. User Changes to Default Data

Screen	Justification
Construction: Construction Phases	No buildings, demolition, or paving. Based on anticipated construction schedule.

Appendix B – Biological Evaluation

MARIPOSA COUNTY PLANNING DEPARTMENT

MARIPOSA HILLSIDE TRAILS PROJECT BIOLOGICAL EVALUATION

MARIPOSA COUNTY
OCTOBER 2025

PREPARED FOR:
Mariposa County Planning Department
Mariposa County

PREPARED BY:
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ACRONYMS AND ABBREVIATIONS

BMP ..... Best Management Practices
CRLF ..... California red-legged frog
CDFW..... California Department of Fish and Wildlife
CDP… ..... Census-Designated Place
CEQA ..... California Environmental Quality Act
CNDDB..... California Natural Diversity Database
CNPS..... California Native Plant Society
County..... Mariposa County
FYLF ..... Foothill Yellow-legged Frogs
°F..... degrees Fahrenheit
HCP ..... Habitat Conservation Plan
HRRP..... Habitat Restoration and Revegetation Plan
IPaC ..... United States Fish and Wildlife Service's Information for Planning and Consultation system
MBTA..... Migratory Bird Treaty Act
NCCP..... Natural Community Conservation Plan
NEPA..... National Environmental Policy Act
NPDES..... National Pollutant Discharge Elimination System
NRCS..... Natural Resources Conservation Service
Project ..... Mariposa Creek Parkway Phase III: Hillside Trails Project
Provost & Pritchard..... Provost & Pritchard Consulting Group
RWQCB..... Regional Water Quality Control Board
SWPPP ..... Storm Water Pollution Prevention Plan
USACE..... United States Army Corps of Engineers
USC ..... United States Code
USEPA..... Environmental Protection Agency
USFWS..... United States Fish and Wildlife Service
USGS..... United States Geological Survey

1 INTRODUCTION

This Biological Evaluation, prepared by Provost & Pritchard Consulting Group (Provost & Pritchard) in compliance with the California Environmental Quality Act (CEQA) includes descriptions of the biological resources present or with potential to occur within the Mariposa Creek Parkway Phase III: Hillside Trails Project (or "Project"), potential Project-related impacts to those resources, and mitigation measures to reduce these impacts to a less-than-significant level under CEQA.

1.1 PROJECT DESCRIPTION

The Project site (or "site") is located in the Sierra Nevada Mountain Range northeast of the City of Merced and south/southwest of the unincorporated community and census-designated place (CDP) of Mariposa in the middle portion of Mariposa County, California (see Figure 1).

The Hillside Trails Project proposes to construct approximately 12.3 miles of nature trails branching off the planned Phase III section of the Mariposa Creek Parkway Trail. The total Project site consists of approximately 235 acres (see Figure 3). While included in this report, not all 235 acres will be impacted by the Project. Trail widths would vary from three to eight feet. The intent of the proposed Project is to increase recreational opportunities in the area and encourage the use of the new designated trails. The new trails would be divided into four different segments based on their location and intended purpose.

1.2 REPORT OBJECTIVES

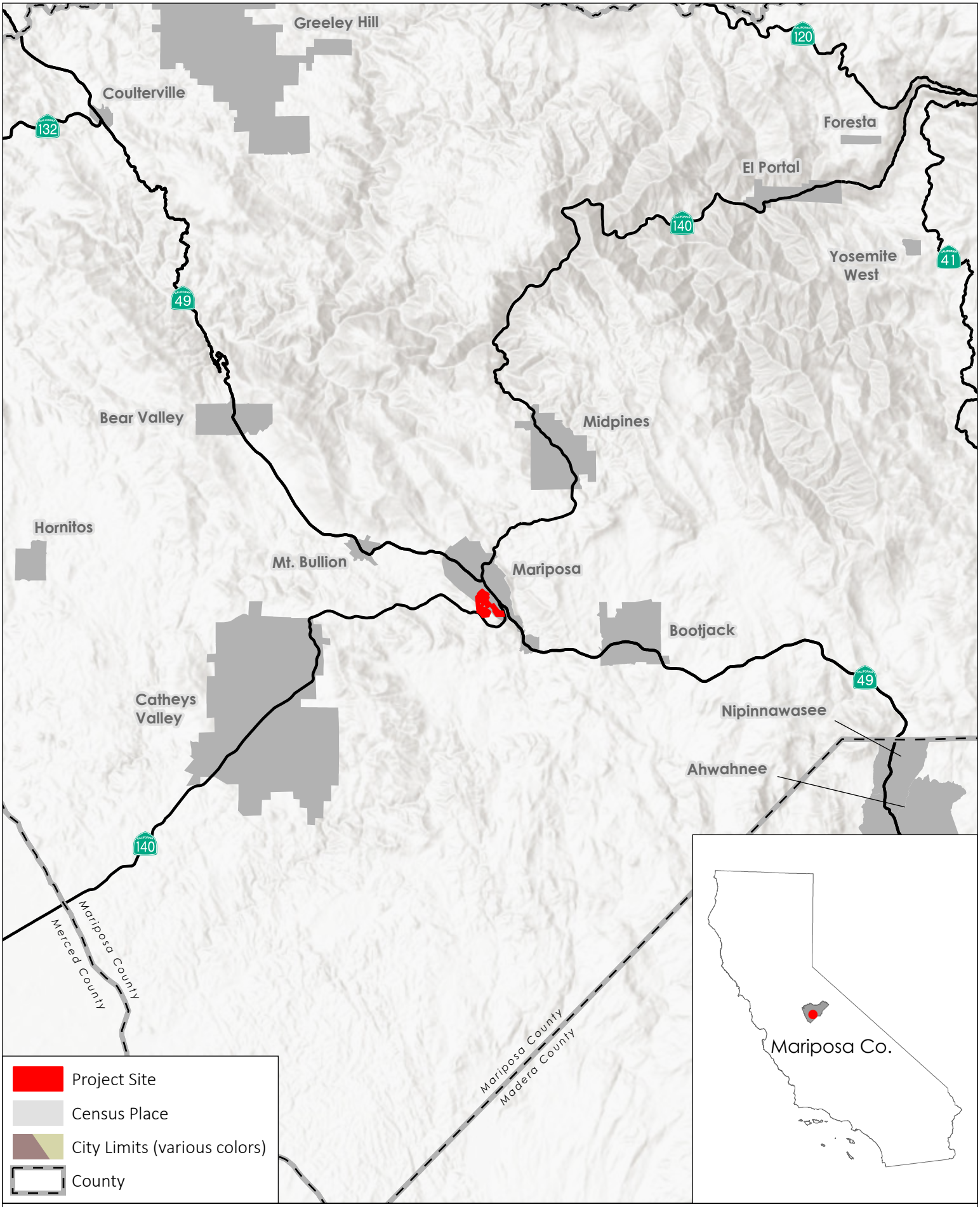
Construction activities such as those proposed by the Project could potentially change biological resources or habitats that are critical for sensitive plant and wildlife species. In cases such as these, development may be regulated by State or federal agencies, and/or addressed by local regulatory agencies.

This report addresses issues related to the following:

- The presence of sensitive biological resources within the site, or those with the potential to occur within the site.
- The federal, State, and local regulations regarding these resources.
- Mitigation measures that may be required to reduce the magnitude of anticipated impacts and/or comply with permit requirements of State and federal resource agencies.

Therefore, the objectives of this report are to:

- Summarize all site - specific information related to existing biological resources.
- Make reasonable inferences about the biological resources that could occur on the site based on habitat suitability and the proximity of the site to a species' known range.
- Summarize all state and federal natural resource protection laws that may be relevant to implementation of the project.
- Identify and discuss project impacts to biological resources likely to occur onsite within the context of CEQA and/or state or federal laws.
- Identify and prescribe a set of avoidance and minimization measures that would reduce impacts to a less-than-significant level (as identified by CEQA) and are generally consistent with recommendations of the resource agencies for affected biological resources.



Regional Vicinity Map

Mariposa Hillside Trails Project

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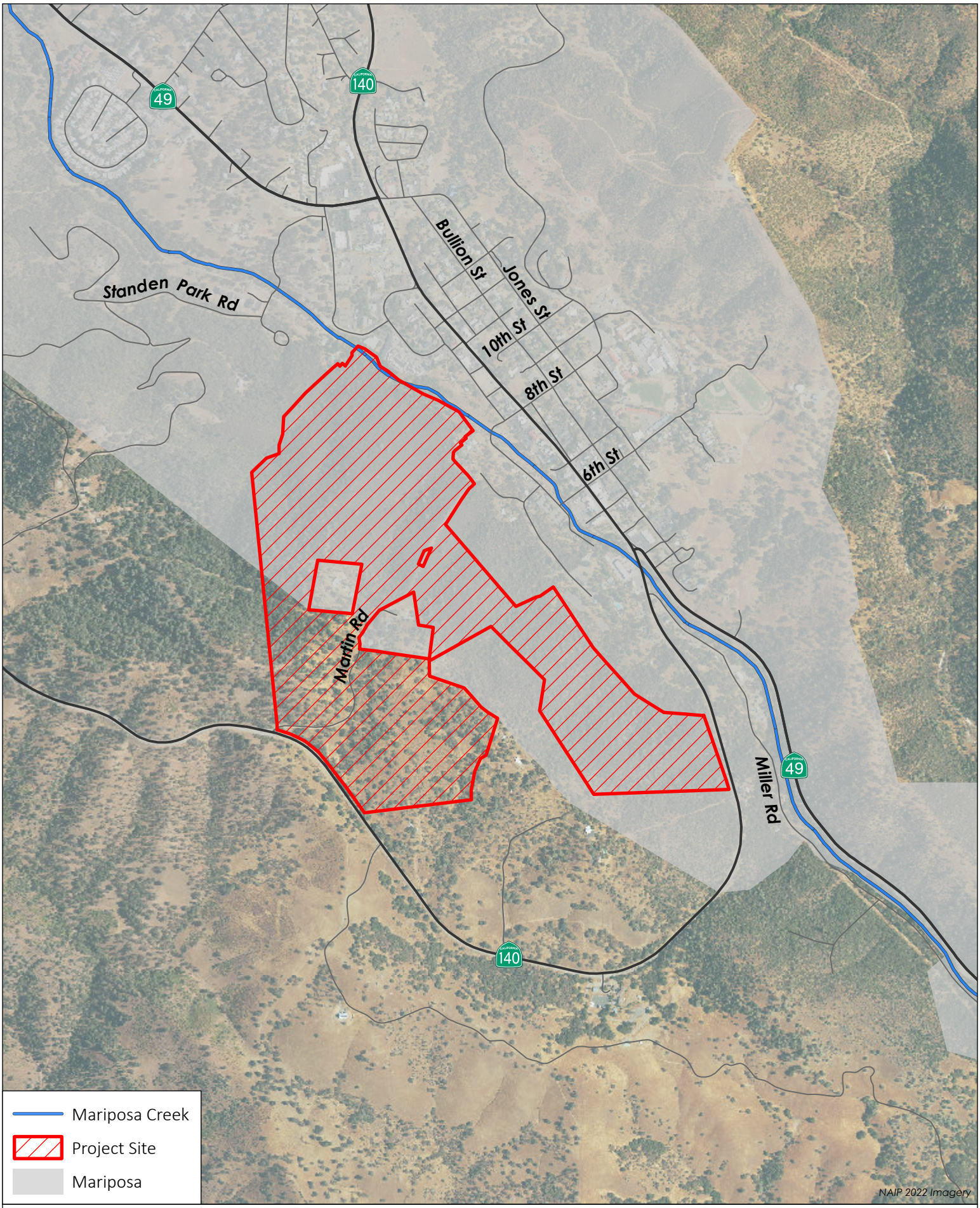
Fig. 1 Page 1-2



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Aerial Map

Mariposa Hillside Trails Project

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Fig. 2 Page 1-3

1.3 STUDY METHODOLOGY

A reconnaissance-level field survey of the site was conducted over two days on January 30 and 31, 2025, by Provost & Pritchard biologist, Shaylea Stark. The survey consisted of walking and driving throughout the Project site while identifying and noting land uses, biological habitats and communities, and plant and animal species encountered. Habitats were also assessed to help with determining if they could be suitable for various rare or protected plant and animal species. Representative photographs of the site were taken and are presented in Appendix A.

Ms. Stark then utilized the results of the field survey to analyze potential Project-related impacts to biological resources based on the resources known to occur or with the potential to occur within the site. Sources of information used in preparation of this analysis included: CDFW's California Natural Diversity Database (CNDDB; see Appendix B for the species list) and California Wildlife Habitat Relationships (CWHR) database; California Native Plant Society's (CNPS) Online Inventory of Rare and Endangered Vascular Plants of California; CalFlora's online database of California native plants; Jepson Herbarium's online database (i.e., Jepson eFlora); United States Fish and Wildlife Service's (USFWS) Environmental Conservation Online System, Information for Planning and Consultation (IPaC; see Appendix C for the species list) system, and National Wetlands Inventory; iNaturalist; NatureServe Explorer's online database; United States Department of Agriculture Natural Resources Conservation Service's (NRCS) Web Soil Survey (see Appendix D for the Web Soil Survey Report); California Herps website; and various manuals, reports, and references related to plants and animals of the Sierra Nevada region.

The field survey did not include focused surveys for special status species. The field survey conducted included the appropriate level of detail to assess the significance of potential impacts to sensitive biological resources resulting from implementing the Project. Furthermore, the field survey was sufficient to generally describe aquatic features of the Project site that could be claimed as jurisdictional by federal and/or State agencies, such as the United States Army Corps of Engineers (USACE), California Department of Fish and Wildlife (CDFW), Regional Water Quality Control Board (RWQCB), and the State Water Resources Control Board. If Project activities resulted in impacts to aquatic resources and aquatic habitats, this report would be sufficient to support required permit applications, if needed, for the Project.

2 EXISTING CONDITIONS

2.1 REGIONAL SETTINGS

2.1.1 TOPOGRAPHY

The site is located within the *Mariposa* U.S. Geological Survey (USGS) 7.5-minute quadrangle within the southwest portion of Section 23, a small portion on the east side of Section 22, and a small portion on the north side of Section 26, Township 05 South, Range 18 East. The topography of the site consists of rolling hills and mountains with elevations ranging from approximately 1,895 to 2,625 feet above mean sea level (see Figure 2).

2.1.2 CLIMATE

Like most of California, the site experiences a Mediterranean climate. Warm, dry summers are followed by cool, moist winters. In the summer, average high temperatures range between 85- and 88-degrees Fahrenheit (°F), but do not often exceed 96 °F, and the humidity is generally low. Winter temperatures are often below 50 °F during the day and rarely exceed 55 °F. On average, the CDP of Mariposa Valley receives approximately 30 inches of precipitation in the form of rain and snow yearly, most of which occurs between October and May (Weatherspark 2025), and the site would be expected to receive similar amounts of precipitation.

2.1.3 HYDROLOGY

The nearest surface waters to the Project site are Mariposa Creek and an unnamed creek. Mariposa Creek is located along the north/northeast portion of the site and flows southwest, and the unnamed creek is located along the south portion of the site and appears to flow southwest.

Stormwater or snowmelt runoff from upland areas flows into the unnamed creek which then flows into Buckeye Creek, Agua Fria Creek, which then flows into Mariposa Creek south of the Project site. Mariposa Creek then flows into Deadman creek, bear creek, the San Joaquin river, the Suisan Bay, the San Francisco Bay, and eventually the Pacific Ocean.

2.1.4 SOILS

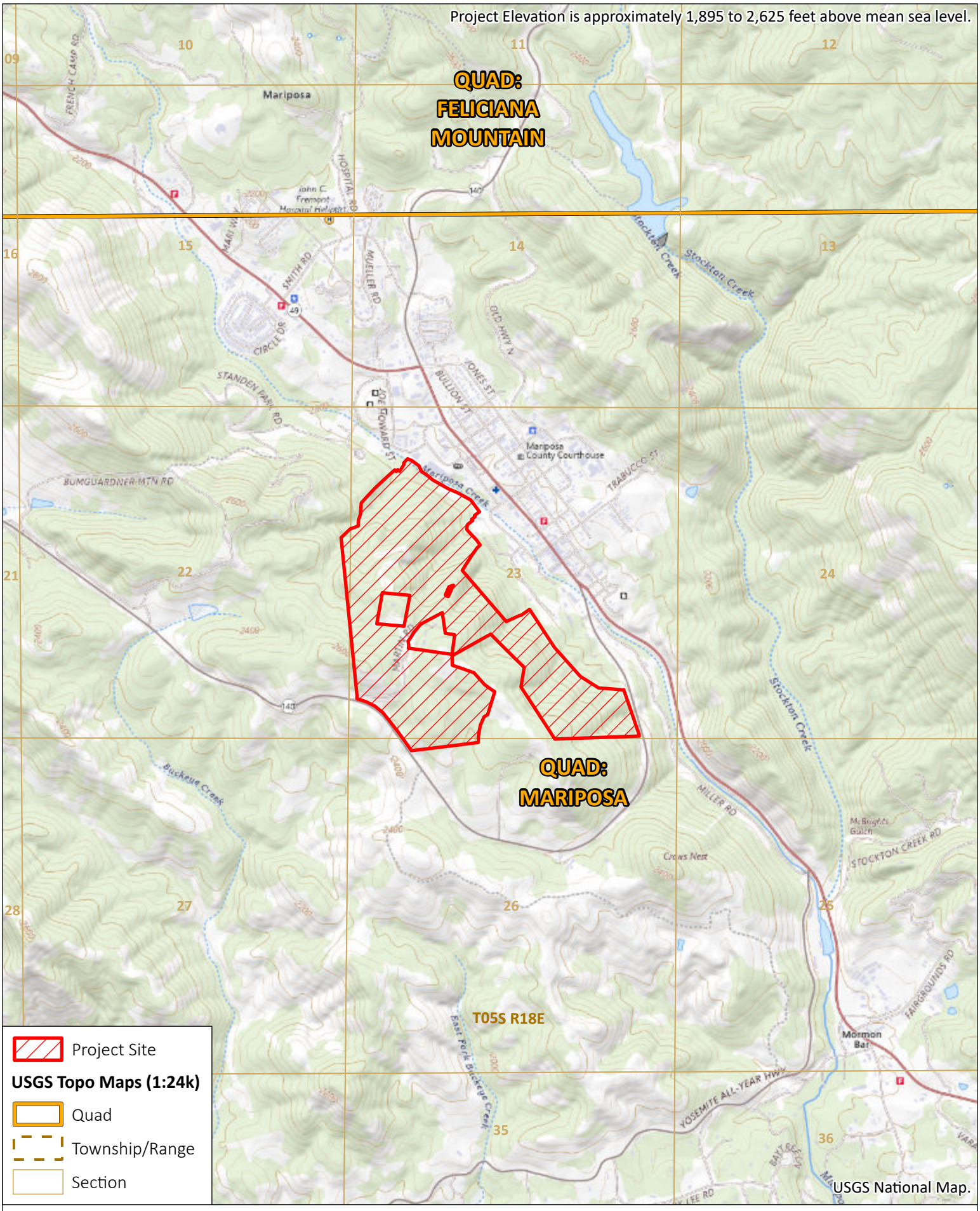
Five soil mapping units representing four soil types were identified within the site and are listed in Table 1 (see Appendix D for the Web Soil Survey Report). The soils are displayed with their core properties in the table below, according to the Major Land Resource Area of California. These soils are primarily used for livestock grazing, wildlife habitat, recreation, watershed, and home site development.

Table 1: List of Soils Located on the Site and Their Basic Properties

Soil	Soil Map Unit	Percent of Site	Hydric Soil Category	Drainage	Permeability	Runoff
Loafercreek-Gopheridge	Complex, 15 to 30 percent slopes	1.3%	Nonhydric	Well drained	Low to high	High
	Complex, 30 to 60 percent slopes	14.8%	Nonhydric	Well drained	Low to high	High
Gardellones-Gopheridge	Motherlode complex, 30 to 60 percent slopes	65.3%	Nonhydric	Well drained	Low to moderately high	High

Soil	Soil Map Unit	Percent of Site	Hydric Soil Category	Drainage	Permeability	Runoff
Trabuco-Jasperpeak	Rock outcrop complex, 8 to 30 percent slopes	15.3%	Nonhydric	Well drained	Low to moderately high	Medium to rapid
Riverwash and Tailings	-	3.3%	Partially hydric	-	-	-

Hydric soils are defined as soils that are saturated, flooded, or ponded long enough during the growing season to develop anaerobic conditions such that under sufficiently wet conditions, hydrophytic vegetation can be supported. Hydric soil ratings are derived from specific soil properties as well as climate, parent material, vegetation, landform type, and biological activity of a certain location. One of the major soil mapping units is partially hydric and makes up 3.3% of the site and is located along Mariposa Creek. The remainder of the soil mapping units within the site are nonhydric.



Topographic Map

Mariposa Hillside Trails Project

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Fig. 3 Page 2-3

2.2 BIOTIC HABITATS

Four biotic habitats were observed within the site and included oak woodland, mixed oak/pine forest, chaparral, and creek habitat (see Figure 4). Birds observed throughout all habitats included bushtit (*Psaltriparus minimus*), northern flicker (*Colaptes auratus*), house finch (*Haemorhous mexicanus*), oak titmouse (*Baeolophus inornatus*), ruby-crowned kinglet (*Regulus calendula*), spotted towhee (*Pipilo maculatus*), Nuttall's woodpecker (*Dryobates nuttallii*), California scrub-jay (*Aphelocoma californica*), common raven (*Corvus corax*), lesser goldfinch (*Spinus psaltria*), phainopepla (*Phainopepla nitens*), dark-eyed junco (*Junco hyemalis*), black phoebe (*Sayornis nigricans*), wrentit (*Chamaea fasciata*), California towhee (*Melozone crissalis*), white-breasted nuthatch (*Sitta carolinensis*), acorn woodpecker (*Melanerpes formicivorus*), and yellow-rumped warbler (*Setophaga coronata*). These habitats and their constituent plant and animal species are described in more detail in the following sections.

2.2.1 OAK WOODLAND

This habitat within the site is dominated by widely spaced interior live oak (*Quercus wislizeni*), blue oak (*Quercus douglasii*), patches of Pacific poison oak (*Toxicodendron diversilobum*), and non-native annual grasses. Vegetation throughout this habitat included common evening primrose (*Oenothera biennis*), gray pine (*Pinus sabiniana*), common vetch (*Vicia sativa*), mistletoe (*Viscum album*), bristly dogtail grass (*Cynosurus echinatus*), and common hedge parsley (*Torilis arvensis*). Wavyleaf soap plant (*Chlorogalum pomeridianum*) was located within the oak woodland near small depressions in the hillside. Arizona cypress (*Cupressus arizonica*) and deodar cedar (*Cedrus deodara*) were planted within the site near private properties.

The survey resulted in the observation of Botta's pocket gopher (*Thomomys bottae*), and Pacific tree frogs (*Pseudacris regilla*) were heard calling within this habitat.

A large portion of oak woodland habitat within the site was highly disturbed adjacent to Martin Road due to vegetation clearing. The remainder of this habitat provides expansive high-quality habitat to a variety of wildlife, year-round. The site likely serves mule deer (*Odocoileus hemionus*), foraging birds, including raptors, during the day, as well as bats, coyotes, and other nocturnal animals at night.

2.2.2 MIXED OAK/PINE FOREST

This habitat within the site is dominated by an overstory of gray pine, interior live oak, and patches of Pacific poison oak. Vegetation located in the understory included California cudweed (*Pseudognaphalium californicum*), Pacific snakeroot (*Sanicula crassicaulis*), mushroom (*Suillaceae* sp.), goldback fern (*Pentagramma triangularis*), white horehound (*Marrubium vulgare*), white leaf manzanita (*Arctostaphylos viscida*), toyon (*Heteromeles arbutifolia*), California buckeye (*Aesculus californica*), buckbrush ceanothus (*Ceanothus cuneatu*), mountain sweet cicely (*Osmorhiza berteroi*), hollyleaf redberry (*Rhamnus ilicifolia*), birchleaf mountain mahogany (*Cercocarpus montanus*), western buttercup (*Ranunculus occidentalis*), gooseberry (*Phyllanthus emblica*), Oregon grape (*Berberis aquifolium*), sticky cinquefoil (*Drymocallis glandulosa*), and two incense cedars (*Calocedrus decurrens*) were located along the trail opposite Mariposa Creek.

The survey resulted in the observation of western gray squirrel (*Sciurus griseus*), and Pacific tree frogs were heard calling within this habitat.

The mixed oak/pine forest habitat within the site provides expansive high-quality habitat to a variety of wildlife, year-round. The site likely serves mule deer and foraging birds during the day, as well as owls, bats, coyotes, and other nocturnal animals at night.

2.2.3 CHAPARRAL

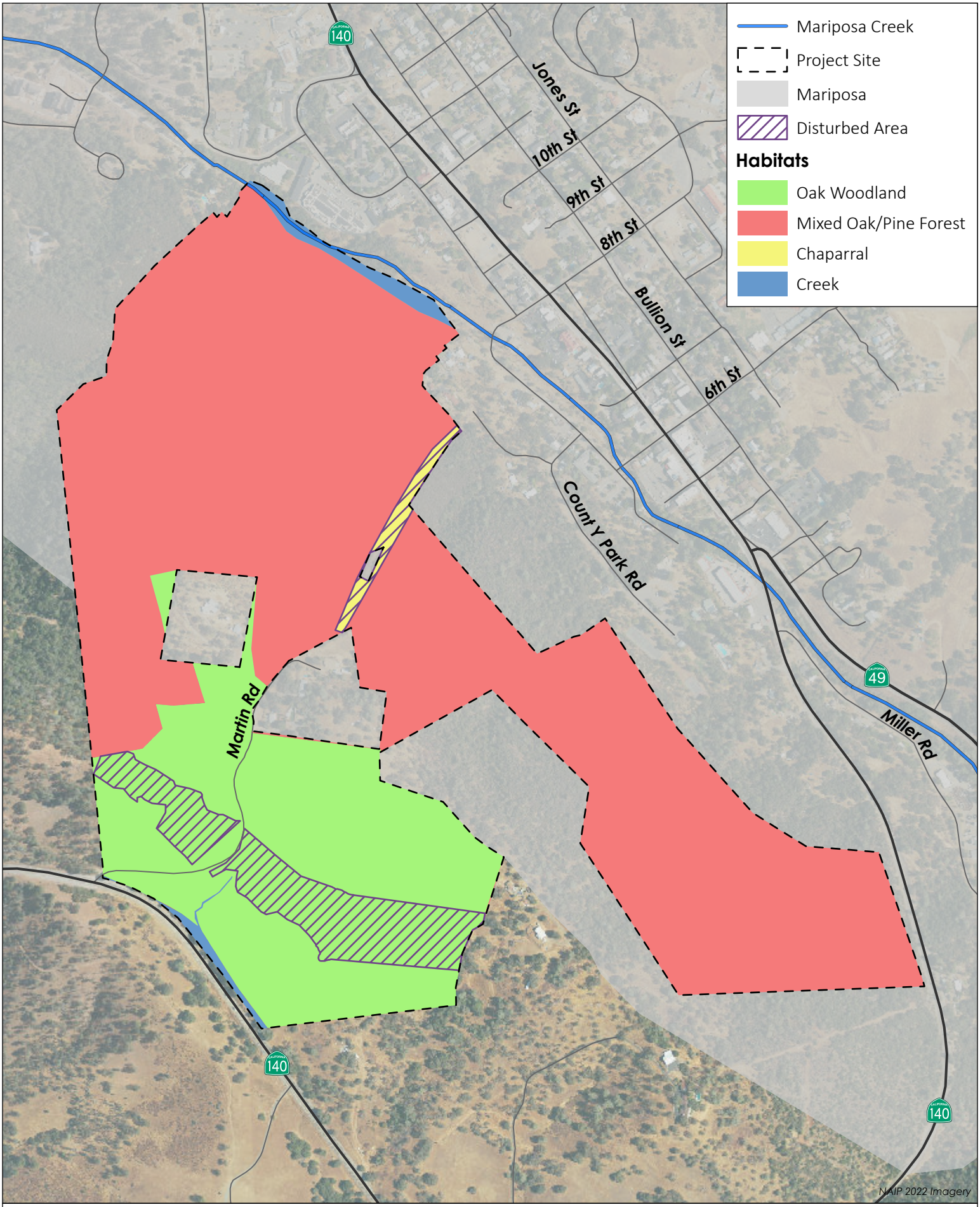
This habitat within the site is dominated by white leaf manzanita, chamise (*Adenostoma fasciculatum*), and deerweed (*Acmispon glaber*). Other vegetation located within this habitat included toyons, interior live oaks, Pacific poison oak, California buckeye, filiform rockjasmine (*Androsace filiformi*), yerba santa (*Eriodictyon californicum*), common hedge parsley (*Torilis arvensis*), Himalayan blackberry (*Rubus armeniacus*), mushroom sp., flaxleaf fleabane (*Conyza bonariensis*), pipestem clematis (*Clematis lasiantha*), sticky cinquefoil, California cudweed, willows (Salix spp.), golden-fleece (*Ericameria arborescens*), and bigflower agoseris (*Agoseris grandiflora*). No wildlife species exclusive to this habitat were observed during the survey.

The chaparral habitat within the site is highly disturbed along the powerlines due to vegetation clearing. The Project site outside of the cleared area provides expansive high-quality habitat to a variety of wildlife, year-round. The site likely serves mule deer, foraging birds, including raptors, during the day, as well as bats, coyotes, and other nocturnal animals at night.

2.2.4 CREEK

This habitat occurs along Mariposa Creek and an unnamed stream which both contained water at the time of the survey. Mariposa Creek is located along the north/northeast portion of the site and the unnamed creek is located along the south portion of the site. Both waterways contained sand-gravel-boulder bottoms and slow-moving water.

Naturally occurring vegetation within this habitat included white alder (*Alnus rhombifolia*), curly dock (*Rumex crispus*), willows, valley oak trees (*Quercus lobata*), miner's-lettuce (*Claytonia perfoliate*), ribwort plantain (*Plantago lanceolata*), Himalayan blackberry, watercress (*Nasturtium officinale*), tall flatsedge (*Cyperus eragrostis*), and one grey pine tree adjacent to Mariposa Creek. Restoration plantings were located within this habitat and included silver lupine (*Lupinus albifrons*), American alumroot (*Heuchera americana*), western redbud (*Cercis occidentalis*), California bay laurel (*Umbellularia californica*), and California wildrose (*Rosa californica*). No wildlife species exclusive to this habitat were observed during the survey.



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Habitats Map

Mariposa Hillside Trails Project

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Fig. 4 Page 2-6

2.3 NATURAL COMMUNITIES OF SPECIAL CONCERN AND RIPARIAN HABITAT

Natural communities of special concern are those that are of limited distribution, distinguished by significant biological diversity, or home to special status species. CDFW has classified and mapped all natural communities in California. Just as the special status plant and animal species (see Section 2.6), these natural communities of special concern can be found within the CNDDB. There are no recorded observations of a natural community of special concern mapped within the site and no natural communities of special concern were observed during the field survey.

Riparian habitat is composed of plant communities that occur along the banks, and sometimes over the banks, of most waterways and is an important habitat for numerous wildlife species. CDFW has jurisdiction over most riparian habitat in California. Mariposa Creek and the unnamed stream contained riparian habitat and were located within the site but would not be impacted during the Project.

2.4 DESIGNATED CRITICAL HABITAT

The USFWS often designates areas of "critical habitat" when it lists species as threatened or endangered. Critical habitat is a specific geographic area that contains features essential for the conservation of a threatened or endangered species, which may require special management and protection. According to the IPaC, designated critical habitat is absent from the site and vicinity.

2.5 WILDLIFE MOVEMENT CORRIDORS AND NATIVE WILDLIFE NURSERY SITES

Wildlife movement corridors are routes that animals regularly and predictably follow during seasonal migration, dispersal from native ranges, daily travel within home ranges, and inter-population movements. Movement corridors in California are typically associated with valleys, ridgelines, and rivers and creeks supporting riparian vegetation.

The oak woodland and mixed oak/pine forest habitats of the site and surrounding areas consisted of expansive open grassland and forests where species could move through. Numerous game trails were observed during the field survey in these habitats. Mariposa Creek and the unnamed stream within the site could act as a corridor for aquatic and terrestrial wildlife though these waterways and would not be impacted during the Project.

Native wildlife nursery sites are areas where a species or group of similar species raise their young in a concentrated place, such as maternity bat roosts. Large trees with natural cavities were located within and adjacent to the site and could function as native wildlife nursery sites for bats. Mariposa Creek and the unnamed stream could be used by amphibian species as wildlife nursery sites though these waterways would not be impacted during the Project.

2.6 SPECIAL STATUS PLANTS AND ANIMALS

California contains several rare plant and animal species. In this context, "rare" is defined as a species known to have low populations or limited distributions. Conversion of habitats to accommodate human population growth in turn reduces the already-limited suitable habitat for rare species. This results in rare and sensitive species becoming increasingly more vulnerable to extirpation. State and federal regulations have provided the CDFW and USFWS with mechanisms for conserving and protecting the diversity of plant and animal species native to California. Numerous native plants and animals have been formally designated as "threatened" or "endangered" under state and federal endangered species legislation. Other formal designations include "candidate" for listing or "species of special concern" by CDFW. The CNPS has its list of native plants considered rare, threatened, or endangered. Collectively these animals and plants are referred to as "special status species."

A query of the CNDDB for occurrences of special status plant and animal species was conducted for the *Mariposa* USGS 7.5-minute quadrangle that contains the site, and for the eight surrounding USGS quadrangles: *Bear Valley, Ben Hur, Buckingham Mountain, Catheys Valley, Feliciana Mountain, Horsecamp Mountain, Illinois Hill,* and *Stumpfield Mountain*. A query of the IPaC was also completed for the site. These species, and their potential to occur within the site, are listed in Table 2 and Table 3, below. Other special status species that did not show up in the CNDDB query, but have the potential to occur in the vicinity, are also included in Table 3. Species lists obtained from CNDDB and IPaC are available in Appendix B and Appendix C, respectively. All relevant sources of information, as discussed in the Study Methodology section of this report, as well as field observations, were used to determine if any special status species have the potential to occur within the site.

Table 2: List of Special Status Plants with Potential to Occur Onsite and/or in the Vicinity

Species	Status*	Habitat	Occurrence within the Site
Beaked clarkia (*Clarkia rostrata*)	CNPS 1B	Found in woodlands and valley foothill grasslands on the west slope of the Sierra Nevada range, around 1,650 feet in elevation. Blooms April – May.	**Possible.** The oak woodland habitat onsite was suitable for this species. The nearest recorded observation of this species within the vicinity was approximately 2 miles northwest of the site in 1985.
Big-scale balsamroot (*Balsamorhiza macrolepis*)	CNPS 1B	Found in open, grassy, or rocky slopes within chaparral, grassland, and cismontane woodland habitats at elevations less than 5,000 feet. Blooms March – July.	**Possible.** The oak woodland and chaparral habitat onsite was suitable for this species. The nearest recorded observation of this species within the vicinity was approximately 3.5 miles southeast of the site in 1886.
Congdon's lomatium (*Lomatium congdonii*)	CNPS 1B	Occurs in cismontane woodland and chapparal habitats. Especially in serpentine soils with serpentine chaparral plants and grey pines. Grows at elevations between 1,100 and 2,100 feet. Blooms March – June.	**Possible.** The oak woodland and chaparral habitat onsite was suitable for this species. The nearest recorded observation of this species within the vicinity was around the unincorporated community of Mariposa in 1903.
Congdon's woolly sunflower (*Eriophyllum congdonii*)	CNPS 1B	Found in chaparral, cismontane woodland, lower montane coniferous forest, and valley and foothill grasslands. Occurs in cracks in rock outcroppings, and on talus; sometimes with blue oaks, and California buckeye. Found at elevations between 1,640 and 6,230 feet. Blooms March – June.	**Possible.** The site contained suitable habitat for this species. The nearest recorded observation of this species within the vicinity was approximately 9 miles northeast of the site in 1999.
Grassland suncup (*Camissonia lacustris*)	CNPS 1B	Occurs in valley and foothill grasslands, cismontane woodland, lower montane coniferous forest, and chaparral, often on gravelly, serpentine, and granitic soils at elevations between 590 and 4,000 feet. Blooms April – June.	**Possible.** The site contained suitable habitat for this species. The nearest recorded observation of this species within the vicinity was approximately 10 miles southeast of the site in 1963.

Species	Status*	Habitat	Occurrence within the Site
Koch's cord moss (*Entosthodon kochii*)	CNPS 1B	Occurs in cismontane woodland. Often found growing on soil on riverbanks at elevations between 600 and 1,200 feet.	**Absent.** The site is outside of the elevational range for this species.
Madera leptosiphon (*Leptosiphon serrulatus*)	CNPS 1B	Found within openings of foothill woodland, often yellow-pine forest, and chaparral at elevations between 1,000 and 4,300 feet. Blooms April – May.	**Possible.** The oak woodland and chaparral habitat onsite was suitable for this species. The nearest recorded observation of this species within the vicinity was around the unincorporated community of Mariposa in 1896.
Mariposa clarkia (*Clarkia biloba* ssp. *australis*)	CNPS 1B	Found in chaparral and cismontane woodland and several sites occur in the foothill woodland/riparian ecotone. Often occurs on serpentine soil at elevations between 980 and 1,800 feet. Blooms May – June.	**Possible.** The oak woodland and chaparral habitat onsite was suitable for this species. The nearest recorded observation of this species within the vicinity was approximately 1 mile northwest of the site in 2009.
Mariposa cryptantha (*Cryptantha mariposae*)	CNPS 1B	Usually occurs in chaparral communities. Can be found on rocky, semi barren ridges, dry slopes, and serpentine outcrops at elevations between 650 and 2,200 feet. Blooms April – June.	**Possible.** The chaparral habitat onsite was suitable for this species. The nearest recorded observation of this species within the vicinity was approximately 1 mile northwest of the site in 1994.
Mariposa daisy (*Erigeron mariposanus*)	CNPS 1A	Found in cismontane woodland. One known site. Occurs at elevations between 1,970 and 2,625 feet. Blooms June – August.	**Possible.** The oak woodland habitat onsite was suitable for this species. The nearest recorded observation of this species within the vicinity was around the unincorporated community of Mariposa in 1900.
Mariposa lupine (*Lupinus citrinus* var. *deflexus*)	CNPS 1B	Found in chaparral and cismontane woodland. Occurs on decomposed granitic sand on hilltops and hillsides on the western slope of the Sierra Nevada, mostly in areas with southern exposure. Found at elevations between 1,310 and 1,970 feet. Blooms April – May.	**Possible.** The oak woodland and chaparral habitat onsite was suitable for this species. The nearest recorded observation of this species within the vicinity was approximately 2 miles east of the site in 2008.
Mariposa pussypaws (*Calyptridium pulchellum*)	FT, CNPS 1B	Found in cismontane woodland and chaparral. Occurs on granite domes and is restricted to exposed sites at elevations between 1,300 and 3,600 feet. Blooms April – May.	**Possible.** The oak woodland and chaparral habitat onsite was suitable for this species. The nearest recorded observation of this species within the vicinity was approximately 3 miles south of the site in 2011.
Parry's horkelia (*Horkelia parryi*)	CNPS 1B	Found in chaparral and cismontane woodland. Occurs in openings in chaparral or woodland; especially known from the Ione formation in Amador County. Found at elevations between 275 and	**Possible.** The oak woodland and chaparral habitat onsite was suitable for this species. The nearest recorded observation of this species within the vicinity was approximately 8 miles northeast of the site in 2013.

Species	Status*	Habitat	Occurrence within the Site
		3,655 feet. Blooms April – September.	
Pleasant Valley mariposa-lily (*Calochortus clavatus* var. *avius*)	CNPS 1B	Found in the lower montane coniferous forests of the Sierra Nevada range, often in rocky areas at elevations between 2,900 and 5,900 feet. Blooms May – July.	**Absent.** The site is outside of the elevational range for this species.
Recurved larkspur (*Delphinium recurvatum*)	CNPS 1B	Occurs in chenopod scrub, cismontane woodland, and grassland habitats on poorly drained, fine, alkaline soils; often in valley saltbush or valley chenopod scrub communities at elevations between 100 and 2,600 feet. Blooms March – June.	**Unlikely.** The soils onsite are unsuitable for this species. The nearest recorded observation of this species within the vicinity was approximately 16 miles southeast of the site in 1979.
Shaggyhair lupine (*Lupinus spectabilis*)	CNPS 1B	Found in chaparral and cismontane woodland habitats. Associated with open rocky slopes of serpentine and grey pine woodland. Occurs at elevations between 850 and 2,700 feet. Blooms April – May.	**Possible.** The oak woodland and chaparral habitat onsite was suitable for this species. The nearest recorded observation of this species within the vicinity was approximately 1 mile northwest of the site in 1994.
Slender-stalked monkeyflower (*Erythranthe gracilipes*)	CNPS 1B	Found in disturbed areas, such as road shoulders and burns. Can also be found in the cracks of large granitic rocks in chaparral habitats. Grows at elevations between 1,600 and 4,300 feet. Blooms April – May.	**Possible.** The chaparral habitat of the site was suitable for this species. The nearest recorded observation of this species within the vicinity was approximately 0.5 miles southeast of the site in 1897.
Slender-stemmed monkeyflower (*Erythranthe filicaulis*)	CNPS 1B	Found in cismontane woodland, lower and upper montane coniferous forests, and meadows and seeps. Often within the transition zone of the Sierra Nevada on moist granitic sand and meadow edges and in vernally mesic sites. Occurs at elevations between 3,935 and 5,740 feet. Blooms May – July.	**Absent.** The site is outside of the elevational range for this species.
Yellow-lip pansy monkeyflower (*Diplacus pulchellus*)	FT, CSSC	Found in yellow pine forest, meadows, and wetland-riparian habitats. Often in vernally wet depressions or seepage areas at elevations between 1,970 and 6,560 feet. Blooms April – July.	**Possible.** The creek habitat and portions of the oak woodland habitat within the site were suitable for this species. The nearest recorded observation of this species within the vicinity was approximately 4.5 miles southeast of the site in 1958.
Yosemite onion (*Allium yosemitense*)	CNPS 1B	Found in broadleaved upland forest, chaparral, cismontane woodland, and lower montane coniferous forest. Occurs in	**Possible.** The chapparal, oak woodland, and mixed oak/pine forest habitats provide suitable habitat for this species. The nearest

Species	Status*	Habitat	Occurrence within the Site
		pockets of wet soil or in wet cracks of metamorphic rock, and on slopes and walls. Found at elevations between 1,770 and 7,230 feet. Blooms May – June.	recorded observation of this species within the vicinity was approximately 12.5 miles northeast of the site in 1981.

Table 3: List of Special Status Animals with Potential to Occur Onsite and/or in the Vicinity

Species	Status*	Habitat	Occurrence within the Site
Bald eagle (*Haliaeetus leucocephalus*)	CE, CFP	Resides in old growth forests as well as lower montane coniferous forests. Can also be found in open uplands in the winter. Nests are generally found in large trees within a mile of water. Nests and winters along ocean shores, lake margins, and rivers.	**Unlikely.** While this species could forage or fly over the site, no waterbodies are within the site, and it is unlikely this species would nest within the site. The nearest recorded observation of this species within the vicinity was approximately 15 miles south of the site in 2007.
California condor (*Gymnogyps californianus*)	FE, CE, CFP	Typically nests in cavities in canyon or cliff faces but have also been recorded nesting in giant sequoias in Tulare County. Requires vast expanses of open savannah, grassland, and/or foothill chaparral in mountain ranges of moderate altitude. Forages for carrion up to 100 miles from their roost/nest sites.	**Unlikely.** While this species could forage or fly over the site, no cliffs are within the site, and it is unlikely this species would nest within the site. There are no recorded observations of this species on CNDDB within the regional vicinity of the Project.
California red-legged frog (*Rana draytonii*)	FT, CSSC	Inhabits perennial rivers, creeks, and stock ponds with vegetative cover within the Coast Range and northern foothills of the Sierra Nevada.	**Possible.** Waterways within the site could support this species. There are no recorded observations of this species on CNDDB within the regional vicinity of the Project.
California tiger salamander – central California DPS (*Ambystoma californiense*)	FT, CT	Requires vernal pools or seasonal ponds for breeding and small mammal burrows for aestivation. Generally found in grassland and oak savannah plant communities in central California from sea level to 1,500 feet in elevation. Can migrate up to 1.3 miles to breed.	**Absent.** The site is outside of the elevational range for this species.
Crotch's bumble bee (*Bombus crotchii*)	CCE	Occurs throughout coastal California, as well as east to the Sierra Nevada-Cascade crest, and south into Mexico. Food plant genera include snapdragons, scorpionweeds, primroses, poppies, and buckwheats. Nests are often located underground in abandoned rodent nests, or above ground in tufts of grass, old bird nests, rock piles, or	**Possible.** The site contained suitable habitat that would provide foraging habitat for this species and contained dead trees and small mammal burrows where this species could nest and overwinter. The nearest recorded observation of this species within the vicinity was approximately 5.5 miles southwest of the site in 2020.

Species	Status*	Habitat	Occurrence within the Site
		cavities in dead trees. This species overwinters under leaf litter or soft soil.	
Foothill yellow-legged frog – south Sierra Distinct Population Segment (*Rana boylii*)	FE, CE	Frequents rocky streams and rivers with rocky substrate and open, sunny banks in forests, chaparral, and woodlands. Occasionally found in isolated pools, vegetated backwaters, and deep, shaded, spring-fed pools.	**Possible.** Waterways within the site could support this species. The nearest recorded observation of this species within the vicinity was around the unincorporated community of Mariposa in 1899.
Fisher- Southern Sierra Nevada-ESU (*Pekania pannanti*)	FE, CT	Can be found in intermediate to large-tree stages of coniferous forests with high percent canopy closure, generally within the low-medium elevational areas of the southern Sierra Nevada.	**Absent.** The site is outside of the elevational range for this species.
Hardhead (*Mylopharodon conocephalus*)	CSSC	Occurs in low- to mid-elevation streams in the Sacramento-San Joaquin drainage. Clear, deep pools with sand-gravel-boulder bottoms and slow-moving water are required. This species is often sympatric with Sacramento pikeminnow and Sacramento sucker. Hardhead are typically absent from streams occupied by sunfishes and from heavily altered habitats.	**Possible.** Waterways within the site could support this species. The nearest recorded observation of this species within the vicinity was approximately 0.5 mile southeast of the site in Stockton Creek in 2017.
Limestone salamander (*Hydromantes brunus*)	CFP, CT	Found in limestone outcrops in the foothill pine-chaparral belt along the Merced River and its tributaries, from 800-2600 feet in elevation. California buckeye is an indicator of optimal habitat. Seeks cover in limestone caverns, talus, rock fissures, and surface objects.	**Absent.** The site is outside of the known range for this species.
Monarch butterfly (*Danaus plexippus*)	FPT	Roosts in wind-protected tree groves (eucalyptus, Monterey pine, cypress), with nectar and water sources nearby. Larval host plants consist of milkweeds. Winter roost sites extend along the Pacific Coast from northern Mendocino to Baja California, Mexico.	**Possible.** The site contained suitable foraging habitat for this species. Monarchs could travel through the site during the breeding season. While they could travel through the site, roosting habitat was absent. The nearest observation on iNaturalist occurred within Mariposa.
Northwestern pond turtle (*Actinemys marmorata*)	FPT, CSSC	An aquatic turtle of ponds, marshes, slow-moving rivers, streams, and irrigation ditches with riparian vegetation. Requires adequate basking sites	**Possible.** Waterways within the site could support this species. The nearest recorded observation of this species within the vicinity was around the unincorporated

Species	Status*	Habitat	Occurrence within the Site
		and sandy banks or grassy open fields to deposit eggs.	community of Mariposa on an unknow date.
Pallid bat (*Antrozous pallidus*)	CSSC	Found in grasslands, chaparral, and woodlands, where it feeds on ground- and vegetation-dwelling arthropods, and occasionally takes insects in flight. Prefers to roost in rock crevices, but may also use tree cavities, caves, bridges, and other human-made structures.	**Possible.** The site provides suitable foraging and roosting habitat for this species. The nearest recorded observation of this species within the vicinity was approximately 8 miles north of the site in 1997.
Sierra Nevada yellow-legged frog (*Rana sierrae*)	FT, CE	Prefer lakes, ponds, marshes, meadows, and streams at elevations ranging from 4,500 to 12,000 feet. They are always encountered within a few feet of water.	**Absent.** The site is outside of the elevational range for this species.
Spotted bat (*Euderma maculatum*)	CSSC	Roosts in cliffs, rock crevices, and caves. Often forages over water and along washes. This species feeds almost exclusively on moths.	**Unlikely.** While this species could forage or fly over the site, no cliffs are within the site, and it is unlikely this species would roost within the site. The nearest recorded observation of this species within the vicinity was approximately 8 miles north of the site in 1996.
Townsend's big-eared bat (*Corynorhinus townsendii*)	CSSC	Occurs in a variety of habitats, but prefers cool, dark roost sites, and is often found in caves and mines. They roost in the open, hanging from walls and ceilings. Western populations typically forage on moths in areas of dense foliage.	**Unlikely.** While this species could forage or fly over the site, no cliffs or caves are within the site, and it is unlikely this species would roost within the site. The nearest recorded observation of this species within the vicinity was approximately 4.5 miles northwest of the site in 1956.
Valley elderberry longhorn beetle (*Desmocerus californicus dimorphus*)	FT	Lives in mature elderberry shrubs in the Central Valley and adjacent foothills from Tehama County south through Merced and Mariposa Counties with two scattered populations in Madera and Fresno Counties. Adults are active from March to June.	**Absent.** The site is outside of the known range for this species.
Western spadefoot (*Spea hammondii*)	FPT, CSSC	The majority of the time this species is terrestrial and occurs in small mammal burrows and soil cracks, sometimes in the bottom of dried pools. Prefers open areas with sandy or gravelly soils, in a variety of habitats including mixed woodlands, grasslands, coastal sage scrub, chaparral, sandy washes, lowlands, river	**Absent.** The site is outside of the known range for this species.

Species	Status*	Habitat	Occurrence within the Site
		floodplains, alluvial fans, playas, alkali flats, foothills, and mountains. Vernal or seasonal pools, that hold water for a minimum of three weeks, are necessary for breeding.	

***EXPLANATION OF OCCURRENCE DESIGNATIONS AND STATUS CODES**

Present:	Species observed on the site at time of field surveys or during recent past.
Likely:	Species not observed on the site, but it may reasonably be expected to occur there on a regular basis.
Possible:	Species not observed on the site, but it could occur there from time to time.
Unlikely:	Species not observed on the site, and would not be expected to occur there except, perhaps, as a transient.
Absent:	Species not observed on the site and precluded from occurring there due to absence of suitable habitat.

STATUS CODES

FE	Federally Endangered	CE	California Endangered
FT	Federally Threatened	CCE	California Endangered (Candidate)
FPT	Federally Threatened (Proposed)	CT	California Threatened
		CFP	California Fully Protected
		CSSC	California Species of Special Concern

CNPS LISTING

1A	Plants presumed extinct in California.
1B	Plants rare, threatened, or endangered in California and elsewhere.

3 IMPACTS AND MITIGATION

3.1 SIGNIFICANCE CRITERIA

3.1.1 CEQA

General plans, area plans, and specific projects are subject to the provisions of CEQA. The purpose of CEQA is to assess the impacts of proposed projects on the environment prior to project implementation. Impacts to biological resources are just one type of environmental impact assessed under CEQA and vary from project to project in terms of scope and magnitude. Projects requiring removal of vegetation may result in the mortality or displacement of animals associated with this vegetation. Animals adapted to humans, roads, buildings, and pets may replace those species formerly occurring on a site. Plants and animals that are rare may be destroyed or displaced. Sensitive habitats such as wetlands and riparian woodlands may be altered or destroyed. Such impacts may be considered either "significant" or "less than significant" under CEQA. According to *CEQA Statute and Guidelines* (AEP 2023), "significant effect on the environment" means a substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the project including land, air, water, minerals, flora, fauna, ambient noise, and objects of historic or aesthetic interest. Specific project impacts to biological resources may be considered "significant" if they would:

- Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the CDFW or USFWS;
- Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the CDFW or USFWS;
- Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (CWA) (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means;
- Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors or impede the use of native wildlife nursery sites;
- Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance; or
- Conflict with the provisions of an adopted Habitat Conservation Plan (HCP), Natural Community Conservation Plan (NCCP), or other approved local, regional, or state HCP.

Furthermore, CEQA Guidelines Section 15065(a) states that a project may trigger the requirement to make a "mandatory finding of significance" if the project has the potential to:

> "Substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of an endangered, rare or threatened species, or eliminate important examples of the major periods of California history or prehistory."

3.2 RELEVANT GOALS, POLICIES, AND LAWS

3.2.1 MARIPOSA COUNTY GENERAL PLAN

The Mariposa County General Plan contains the following goals and policies related to the project:

3.2.1.1.1 CONSERVATION AND OPEN SPACE

Goal 11-1: Conserve the natural and scenic resources, and open space lands to protect and enhance the County's quality of life and character ensuring a viable economy.

Policy 11-1a: Conserve natural and scenic resources through County programs and development standards.

Policy 11-1b: Collaborate with other public and private agencies for conservation management plans and programs.

Implementation Measure 11-1b (1): The County should participate in conservation management planning with Federal and State and other public and private agencies.

Goal 11-2: Protect and manage the use of Mariposa County's limited water resources.

Policy 11-2b: Preserve surface and sub-surface water quality

Implementation Measure 11-2b (1): Review development designs to ensure compliance with Federal and State water quality regulations and to ensure that the project does not discharge contaminated water.

Policy 11-2d: Conserve water sources for water-dependent species and the continuity of riparian communities.

Implementation Measure 11-2d (1): Implement requirements for minimum building and grading setback lines from waters of the State (i.e., perennial streams and environmentally significant wetlands), that are adequate to protect stream, riparian, and wetland resource values.

Goal 11-4: Conserve and enhance the ecosystems, plant communities, wildlife habitats, and the inherent diversity of both plant and animal species for the recreational, commercial, aesthetic, and basic ecosystems needs.

Policy 11-4a: Conserve the diversity of native ecosystems, plant communities, wildlife habitat, and plant and animal species in the County.

Implementation Measure 11-4a (1): The County will implement a Mariposa County Environmental Conservation Program. The Program shall include development standards and programs conserving, protecting, and mitigating the impacts on:

- significant and sensitive habitat including wildlife migration corridors,
- breeding and nesting areas (as seasonally appropriate);
- known occurrences of special status animal species;
- riparian habitat around bodies of water and along watercourses and seasonal drainages;

- known occurrences of special status plant species, and
- significant and sensitive plant communities.

Implementation Measure 11-4a (2): Site development and grading review should minimize the removal of native trees and groves of trees.

Implementation Measure 11-4a (3): The County shall develop and enforce standards that reduce or eradicate invasive species affecting the agricultural and natural ecosystems.

Implementation Measure 11-4a (4): The County shall publish landscaping guidelines for the use of site-appropriate native plant species.

Implementation Measure 11-4a (5): The County shall utilize collaborative planning efforts to coordinate local efforts to eradicate invasive plant species.

Implementation Measure 11-4a (6): The County shall require site surveys in compliance with Federal and State regulations as part of environmental review to determine:

- The presence or absence of endangered species and their habitat;
- The presence or absence of threatened or rare wildlife and plant species and their habitat;
- The presence or absence of breeding raptors and migratory birds;
- The presence or absence of sensitive native plant communities;
- The presence or absence of native wildlife migration or travel corridors; and
- The presence or absence of jurisdictional wetland or other waters of the U.S.

Implementation Measure 11-4a (7): The County shall record the data collected from the required site surveys to create a comprehensive map of environmental resources in Mariposa County. The map shall include but not be limited to vegetation communities with associated habitats for sensitive wildlife species.

Implementation Measure 11-4a (8): During project review and environmental analysis, the County shall comply with federal and State regulations to require measures that:

- Protect endangered species and their habitat; County of Mariposa General Plan – Volume I Countywide General Plan Page 11-11
- Protect threatened or rare wildlife and plant species and their habitats;
- Protect breeding raptors and migratory birds;
- Protect and avoid, to the extent feasible, sensitive native plant communities;
- Protect and avoid, to the extent feasible, native wildlife migration or travel corridors; and
- Protect and avoid, to the extent feasible, jurisdictional wetland or other waters of the U.S.

3.2.2 THREATENED AND ENDANGERED SPECIES

Permits may be required from CDFW and/or USFWS if activities associated with a project have the potential to result in the "take" of a species listed as threatened or endangered under the California Endangered Species Act (CESA) and/or Endangered Species Act (ESA), respectively. Take is defined by CESA as, "to hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture or kill" (California Fish and Game Code, Section 86). Take is more broadly defined by the ESA to include "harm" (16 USC, Section 1532(19),

50 CFR, Section 17.3). CDFW and USFWS are responsible agencies under CEQA and NEPA. Both agencies review CEQA and NEPA documents in order to determine the adequacy of the treatment of endangered species issues and to make project-specific recommendations for their conservation.

3.2.3 DESIGNATED CRITICAL HABITAT

When species are listed as threatened or endangered, the USFWS often designates areas of "critical habitat" as defined by section 3(5)(A) of the ESA. Critical habitat is a term defined in the ESA as a specific geographic area that contains features essential for the conservation of a threatened or endangered species and that may require special management and protection. Critical habitat is a tool that supports the continued conservation of imperiled species by guiding cooperation with the federal government. Designations only affect federal agency actions or federally funded or permitted activities. Critical habitat does not prevent activities that occur within the designated area. Only activities that involve a federal permit, license, or funding and are likely to destroy or adversely modify critical habitat will be affected.

3.2.4 MIGRATORY BIRDS

The Migratory Bird Treaty Act (MBTA: 16 USC 703-712) prohibits killing, possessing, or trading in any bird species covered in one of four international conventions to which the United States is a party, except in accordance with regulations prescribed by the Secretary of the Interior. The name of the act is misleading, as it covers almost all bird's native to the United States, even those that are non-migratory. The MBTA encompasses whole birds, parts of birds, and bird nests and eggs. Additionally, California Fish and Game Code makes it unlawful to take or possess any non-game birds covered by the MBTA (Section 3513), as well as any other native non-game birds (Section 3800).

3.2.5 BIRDS OF PREY

Birds of prey are protected in California under provisions of California Fish and Game Code (Section 3503.5), which states that it is unlawful to take, possess, or destroy any birds in the order Falconiformes (hawks and eagles) or Strigiformes (owls), as well as their nests and eggs. The bald eagle and golden eagle are afforded additional protection under the Bald and Golden Eagle Protection Act (16 USC 668), which makes it unlawful to kill birds or their eggs, or take feathers or nests, without a permit issued by the U.S. Secretary of the Interior.

3.2.6 NESTING BIRDS

In California, protection is afforded to the nests and eggs of all birds. California Fish and Game Code (Section 3503) states that it is "unlawful to take, possess, or needlessly destroy the nest or eggs of any bird except as otherwise provided by this code or any regulation adopted pursuant thereto." Breeding-season disturbance that causes nest abandonment and/or loss of reproductive effort is considered a form of "take" by the CDFW.

3.2.7 WETLANDS AND OTHER "JURISDICTIONAL WATERS"

Aquatic resources, including wetlands, streams, rivers, and lakes, are among the important biological resources that are protected by local, state, and federal laws and regulations. Activities that impact these "jurisdictional waters" may be regulated and require permits which aim to avoid or minimize adverse impacts to "jurisdictional waters" to the greatest extent possible. The definition of a jurisdictional water may vary depending on the regulatory agency, and the limits of jurisdiction for each agency are described below.

The USACE, pursuant to Section 404 of the Clean Water Act (CWA), upholds a set of guidelines to regulate activities that could result in the discharge of pollutants into "waters of the United States" ("WOTUS"). The legal definition of WOTUS has significantly evolved since the passage of the CWA in 1972 as a result of administrative rulings and litigation involving federal jurisdiction over water resources. Thus, the reach and extent of USACE and United States Environmental Protection Agency (USEPA) jurisdiction over aquatic features has continually been subject to revision.

The current administrative definition of WOTUS is described in the Biden Administration's 2023 "Conforming Rule." The extent of jurisdiction has been defined in the Code of Federal Regulations (CFR) but is also subject to interpretation by the federal courts. Jurisdictional waters generally include the following categories defined by section 328.3, subdivision (a) of title 33 of the CFR:

1) *Traditional Navigable Waters, the territorial seas, or interstate waters (not including interstate wetlands);*
2) *Impoundments of waters of the United States;*
3) *Tributaries of:*
    a. *Traditional Navigable Waters, territorial seas, or interstate waters (not including interstate wetlands); or*
    b. *Impoundments of water of the United States when the tributaries meet the relatively permanent standard.*
4) *Wetlands:*
    a. *Adjacent to Traditional Navigable Waters, the territorial seas, or interstate waters;*
    b. *Adjacent to and with a continuous surface connection to relatively permanent impoundments of waters of the United States*
    c. *Adjacent to and with a continuous surface connection to relatively permanent jurisdictional tributaries.*
5) *Intrastate lakes and ponds not identified in items 1 through 4 of this section that are relatively permanent, standing or continuously flowing bodies of water with a continuous surface connection to the waters identified in items 1 or 3 above.*

Exclusions under the new definition include the following:

1) *Waste treatment systems, including treatment ponds or lagoons, designed to meet the requirements of the CWA;*
2) *Prior converted cropland designated by the Secretary of Agriculture. The exclusion would cease upon a change of use, which means that the area is no longer available for the production of agricultural commodities. Notwithstanding the determination of an area's status as prior converted cropland by any other Federal agency, for the purposes of the CWA, the final authority regarding CWA jurisdiction remains with USEPA;*
3) *Ditches (including roadside ditches) excavated wholly in and draining only dry land and that do not carry a relatively permanent flow of water;*
4) *Artificially irrigated areas that would revert to dry land if the irrigation ceased;*
5) *Artificial lakes or ponds created by excavating or diking dry land to collect and retain water and which are used exclusively for such purposes as stock watering, irrigation, settling basins, or rice growing;*
6) *Artificial reflecting or swimming pools or other small ornamental bodies of water created by excavating or diking dry land to retain water for primarily aesthetic reasons;*
7) *Waterfilled depressions created in dry land incidental to construction activity and pits excavated in dry land for the purpose of obtaining fill, sand, or gravel unless and until the construction or excavation operation is abandoned and the resulting body of water meets the definition of waters of the United States; and*
8) *Swales and erosional features (e.g., gullies, small washes) characterized by low volume, infrequent, or short duration flow.*

The Department of the Army, acting through the USACE, regulates the filling or excavation of jurisdictional waters and is authorized to issue permits for activities within WOTUS under the authority of Section 404 of the CWA. The extent of jurisdiction is defined by an "ordinary high-water mark" on opposing channel banks.

The State of California also asserts jurisdiction over drainages, wetlands, and other aquatic features. The limits of State jurisdiction differ from those of the USEPA and USACE, often being more inclusive of water resources. The California Department of Fish and Wildlife has jurisdiction over the bed and bank of rivers, natural drainages, streams, and lakes and regulates alteration to these features pursuant to the provisions of Section 1601 and 1602 of the California Fish and Game Code. Activities to alter these features would require a Lake or Streambed Alteration Agreement from CDFW, which could include mitigation measures for aquatic and biological resources that could be affected by Project activities.

The State Water Resources Control Board, under the Porter-Cologne Water Quality Control Act of 1969, holds regulatory authority over activities affecting water quality of all surface water and groundwater in California, collectively known as "waters of the state." Discharges into waters of the state that are also WOTUS require a CWA Section 401 Water Quality Certification from the appropriate regional office as a prerequisite to obtaining certain federal permits, such as a CWA Section 404 permit. Discharges into all Waters of the State, even those that are not also WOTUS, require waste discharge requirements (WDRs), or waivers of WDRs, from the RWQCB. The RWQCB also administers the Construction Storm Water Program and the federal National Pollution Discharge Elimination System (NPDES) program. Projects that disturb one acre or more of soil must obtain a Construction General Permit under the Construction Storm Water Program. A prerequisite for this permit is the development of a Storm Water Pollution Prevention Plan (SWPPP) by a certified Qualified SWPPP Developer. Projects that discharge wastewater, storm water, or other pollutants into a WOTUS may require an NPDES permit.

3.3 POTENTIALLY SIGNIFICANT PROJECT-RELATED IMPACTS AND MITIGATION

Species protected by California Fish and Game Code, CDFW, USFWS, or CEQA that have the potential to be impacted by Project activities include: beaked clarkia, big-scale balsamroot, Congdon's lomatium, Congdon's woolly sunflower, grassland suncup, Madera leptosiphon, Mariposa clarkia, Mariposa cryptantha, Mariposa daisy, Mariposa lupine, Mariposa pussypaws, Parry's horkelia, shaggyhair lupine, slender-stalked monkeyflower, yellow-lip pansy monkeyflower, Yosemite onion, California red-legged frog, Crotch's bumble bee, foothill yellow-legged frog, hardhead, monarch butterfly, northwestern pond turtle, and pallid bat. Other sensitive resources that have the potential to be impacted by the Project include nesting migratory birds, jurisdictional waters, wildlife movement corridors, and native wildlife nursery sites. Corresponding mitigation measures can be found below.

3.3.1 GENERAL PROJECT-RELATED IMPACTS

The Project has the potential to impact a number of sensitive resources, as described in more detail in the following sections. Impacts to these resources would be a violation of state and federal laws or considered a potentially significant impact under CEQA. Implementation of the following measures will help reduce potential impacts to these resources to a less than significant level under CEQA and will help with complying with state and federal laws protecting these resources:

> Mitigation Measure BIO-1a (*WEAP Training*): Prior to initiating construction activities (including staging and mobilization), all personnel associated with Project construction will attend a mandatory Worker Environmental Awareness Program (WEAP) training, conducted by a qualified biologist (someone familiar with the identification and habitats of these species), to aid workers in identifying special status resources that may occur in the site. The specifics of this program will include identification of the sensitive species and suitable habitats, a description of the regulatory status and general ecological characteristics of sensitive resources, and review of the limits of construction and mitigation measures required to reduce impacts to biological resources within the work area. This training will discuss special status species, describe the laws and regulations in place to provide protection of these species, identify the penalties for violation of applicable

environmental laws and regulations, and include a list of required protective measures to avoid "take." A fact sheet summarizing this information, along with photographs or illustrations of sensitive species with potential to occur on the site, will also be prepared for distribution to all contractors, their employees, and all other personnel involved with construction of the Project. All trainees will sign a form documenting that they have attended WEAP training and understand the information presented to them.

Mitigation Measure BIO-1b (*BMPs*): The Project proponent will require that all workers employ the following best management practices (BMPs) in order to avoid and minimize potential impacts to special status species:

- Vehicles will observe a 15-mph speed limit while on unpaved access routes.
- All open trenches, holes, sumps, and other excavations greater than 6-inches with sidewalls steeper than a 1:1 (45 degree) slope will have an escape ramp of earth or a non-slip material with a less than 1:1 slope or these will be covered with barrier material such that animals are unable to dig or squeeze under the barrier and become entrapped.
- Workers will inspect areas beneath parked vehicles, equipment, and materials prior to mobilization. If special status species are detected, the individual will either be allowed to leave of its own volition or will be captured by the qualified biologist (must possess appropriate collecting/handling permits or relevant experience) and relocated out of harm's way to the nearest suitable habitat beyond the influence of the Project work area. "Take" of a state or federal special status (rare, California Species of Special Concern, threatened, or endangered) species is prohibited without the necessary federal or state take permit(s).
- The presence of any special status species will be reported to the Project's qualified biologist, who will submit the occurrence to the CNDDB. If necessary, the biologist will report the occurrence to CDFW and/or USFWS.

3.3.2 PROJECT-RELATED IMPACTS TO SPECIAL STATUS PLANT SPECIES

The following special status plant species were identified to potentially occur within or adjacent to the site: beaked clarkia, big-scale balsamroot, Congdon's lomatium, Congdon's woolly sunflower, grassland suncup, Madera leptosiphon, Mariposa clarkia, Mariposa cryptantha, Mariposa daisy, Mariposa lupine, Mariposa pussypaws, Parry's horkelia, shaggyhair lupine, slender-stalked monkeyflower, and yellow-lip pansy monkeyflower. Beaked clarkia and Mariposa daisy may occur within the oak woodland habitat of the site. Mariposa cryptantha and slender-stalked monkeyflower may occur within the chaparral habitat of the site. Yellow-lip pansy monkeyflower may occur within the creek habitat of the site. Big-scale balsamroot, Congdon's lomatium, Madera leptosiphon, Mariposa clarkia, Mariposa lupine, Mariposa pussypaws, Parry's horkelia, and shaggyhair lupine may occur within the oak woodland and chaparral habitats of the site. Congdon's woolly sunflower, grassland suncup, and Yosemite onion may occur within all habitats of the site.

The survey of the site was conducted outside the blooming season for these plants. Projects that adversely affect special status plants or result in the mortality of special status plants would be considered a significant impact under CEQA and may be a violation of state and/or federal laws.

Implementation of the following measures will reduce potential impacts to special status plants to a less than significant level under CEQA will help the Project comply with state and federal laws protecting these plant species.

Mitigation Measure BIO-2a (*Pre-Construction Survey*): Prior to Project activities occurring onsite, a qualified botanist/biologist will conduct focused botanical surveys during the appropriate blooming

seasons. At a minimum three (3) surveys will be conducted, each at least one (1) month apart, across the blooming periods for beaked clarkia (April – May), big-scale balsamroot (March – July), Congdon's lomatium (March – June), Congdon's woolly sunflower (March – June), grassland suncup (April – June), Madera leptosiphon (April – May), Mariposa clarkia (May – June), Mariposa cryptantha (April – June), Mariposa daisy (June – August), Mariposa lupine (April – May), Mariposa pussypaws (April – May), Parry's horkelia (April – September), shaggyhair lupine (April – May), slender-stalked monkeyflower (April – May), yellow-lip pansy monkeyflower (April – July), and Yosemite onion (May – June) according to CDFW's *Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Sensitive Natural Communities* (2018) for all appropriate habitats for these species within the site.

Mitigation Measure BIO-2b (*Avoidance*): If special status plants are identified during a survey, an avoidance buffer and, if necessary, use of exclusion fencing, will be placed around the area so as not to disturb the plants or its root system.

Mitigation Measure BIO-2c (*Formal Consultation*): If rare plant individuals or populations are detected within Project work areas during the focused botanical surveys, and the plants cannot be avoided, the Project proponent will initiate consultation with CNPS (for CNPS-ranked species), CDFW (for California proposed, threatened, or endangered species), and/or USFWS (for threatened or endangered species) to determine next steps for salvage and relocation.

3.3.3 PROJECT-RELATED MORTALITY AND/OR NEST ABANDONMENT OF MIGRATORY BIRDS, RAPTORS, AND SPECIAL STATUS BIRDS

The site and adjacent areas contain suitable nesting and foraging habitat for a variety of protected bird species, such as migratory birds, and raptors. It is anticipated that during the nesting bird season, protected birds could nest on the ground or in shrubs and trees within, and adjacent to, the site and forage within the site. Protected birds located within or adjacent to the site during construction have the potential to be injured or killed by Project-related activities. In addition to the direct "take" of protected birds within the site and adjacent areas, these birds nesting in these areas could be disturbed by Project-related activities resulting in nest abandonment. Projects that adversely affect the nesting success of protected birds or result in the mortality of these birds would be a violation of state and federal laws and considered a potentially significant impact under CEQA.

While foraging habitat for protected birds, such as California condor and bald eagle, is present on the site, suitable foraging habitat is located adjacent to the site and within the vicinity of the site. Loss of the foraging habitat from implementation of the Project is not considered a significant impact.

Implementation of the following measures will reduce potential impacts to protected nesting birds to a less than significant level under CEQA and will help the Project comply with state and federal laws protecting these avian species.

Mitigation Measure BIO-3a (*Avoidance*): The Project's construction activities will occur, if feasible, between October 1 and January 31 (outside of the nesting bird season) to avoid impacts to nesting birds.

Mitigation Measure BIO-3b (*Pre-construction Surveys*): If activities must occur within the nesting bird season (February 1 to September 30), a qualified biologist (someone able to identify these species) will conduct a pre-construction survey for active nests within seven (7) calendar days prior to the start of construction. It will be completed within the site, and up to 100 feet outside of the site for nesting migratory birds and up to 500 feet outside of the site for nesting raptors. Raptor

nests are considered "active" upon the nest-building stage. If no active nests are observed, no further mitigation is required.

Mitigation Measure BIO-3c (*Avoidance Buffers*): On discovery of any active nests or breeding colonies near work areas, a qualified biologist will determine appropriate avoidance buffer distances based on applicable CDFW and/or USFWS guidelines, the biology of the species, conditions of the nest(s), and the level of Project disturbance. If necessary, avoidance buffers will be identified with flagging, fencing, or other easily visible means, and will be maintained until the biologist has determined that the nestlings have fledged.

3.3.4 PROJECT-RELATED MORTALITY AND/OR DISTURBANCE TO CALIFORNIA RED-LEGGED FROG

The site contains Mariposa Creek along the north/northeast portion of the site and an unnamed creek along the south portion of the site. These waterways provide suitable aquatic habitat, and the oak woodland and mixed oak/pine forest habitats provide suitable upland habitat for California red-legged frog (CRLF). CRLF within the site during construction have the potential to be injured or killed by Project-related activities. Projects that result in the mortality of individuals would be considered a potentially significant impact under CEQA and a violation of federal law protecting this species.

Implementation of the following measures will reduce potential impacts to CRLF to a less than significant level under CEQA and will help the Project comply with state and federal laws protecting these bird species.

Mitigation Measure BIO-4a (*Pre-construction Take Avoidance Surveys*): A qualified biologist (someone familiar with the identification and habitat of this species) will conduct a pre-construction take avoidance survey for CRLF within seven (7) days of construction in accordance with the *Revised Guidance on Site Assessment and Field Surveys for the California Red-legged Frog* (USFWS 2005) or current guidance for CRLF to determine if CRLF are within or adjacent (within 100 feet) to the creek habitat. This survey will be completed when adult frogs are most likely to be detected at night between January 1 and June 30. If construction activities will begin outside of this timeframe two surveys will be required, one between January 1 and June 30 and the second survey within seven (7) days prior to construction activities within or adjacent (within 100 feet) of the creek habitat. If no CRLFs are found during the pre-construction survey(s) work may commence without further surveys.

Mitigation Measure BIO-4b (*CRLF Avoidance*): If CRLF are found during preconstruction surveys, initial ground-disturbing activities should be timed to avoid the period when CRLF are most likely to be moving through upland areas (November 1 and March 31). If any CRLF are found during preconstruction surveys or at any time during construction, a 50-foot no-disturbance buffer around CRLF and their burrows will be implemented. Project activities in the immediate vicinity will cease, allowing individuals to leave the Project site on their own accord.

Mitigation Measure BIO-4b (*Monitor*): If CRLF are observed during surveys or during construction, a qualified biologist will conduct a pre-activity clearance survey each day and remain on the site to oversee all vegetation clearing and ground disturbing activities within or adjacent (within 100 feet) of the creek habitat or in other areas of the project site when initial ground-disturbing activities must take place between November 1 and March 31 when CRLF are moving though upland habitats.

Recommendation BIO-4c (*FYLF Take Authorization*): If avoidance is not feasible the Project will consult with the USFWS to acquire take permits for CRLF prior to any Project activities.

3.3.5 PROJECT-RELATED MORTALITY AND/OR DISTURBANCE TO CROTCH'S BUMBLE BEE

Habitats within the site and surrounding area were determined to be suitable for foraging, nesting, and overwintering Crotch's bumble bee. Queens are actively flying for only two months from March until May and reach maximum flying activity in April. Males are generally present and flying from May to September with peak flying activity occurring in July. Workers of this species are present and flying from April to August, with peak flying activity occurring between May and June. There is abundant foraging habitat adjacent to the APE that could be used, and implementation of the Project would not significantly reduce potential foraging habitat for this species. Therefore, no mitigation measures are warranted for loss of foraging habitat. Construction activities occurring within nesting or overwintering habitat could result in injury, mortality, displacement, disturbance, or inhibit the movement of this species, and would be considered a significant impact under CEQA and a violation of CESA.

Implementation of the following measures will reduce potential impacts to nesting and overwintering Crotch's bumble bee to a less than significant level under CEQA will help the Project comply with state laws protecting this species.

> Mitigation Measure BIO-5a (*Flying Bumble Bee and Nest Surveys*): A qualified biologist (someone who is familiar with and can identify bumble bees) will conduct three flying bumble bee and nest surveys during the peak flying periods (April, May to June, and July) in accordance with Survey Considerations for California Endangered Species Act Candidate Bumble Bee Species (California Department of Fish and Wildlife 2023) prior to initial ground disturbing activities. The biologist will walk throughout the project work area during the optimal time of the day to inspect for bumble bees and any nests. If an individual is observed, it will be followed until it can be determined if a nest is present within the survey boundary.
>
> Mitigation Measure BIO-5b (*Identification and Protection Plan*): Bumble bee individuals need to be captured to be identified. If a bumble bee nest is observed, no Project activities will occur within 50 feet of the nest until a plan to identify the species using the nest and protect nesting and overwintering Crotch's bumble bee has been submitted to CDFW and approved in writing by CDFW.

3.3.6 PROJECT-RELATED MORTALITY AND/OR DISTURBANCE TO MONARCH BUTTERFLY

Habitats within portions of the site are likely to be suitable for foraging monarch butterflies. Monarchs could travel through the site during the breeding season and potentially lay eggs on milkweeds. While monarchs could travel through the site, roosting habitat was absent. There is abundant foraging habitat adjacent to the site that could be used, and implementation of the Project is unlikely to significantly reduce potential foraging habitat for this species. Therefore, no mitigation measures are warranted for loss of foraging habitat. Construction activities during the breeding season could result in injury, mortality, displacement, or disturbance and would be considered a significant impact under CEQA.

Implementation of the following measures will reduce potential impacts to monarch eggs and larvae to a less than significant level under CEQA and will help the Project comply with federal laws protecting this species.

> Mitigation Measure BIO-6a (*Avoidance*): Vegetation removal will not occur during the monarch breeding season (February 1 to August 31).
>
> Mitigation Measure BIO-6b (*Pre-construction Surveys*): If vegetation removal will occur during the breeding season (February 1 to August 31) a pre-construction survey of the BSA will be conducted by a qualified biologist (someone who can identify the species and is familiar with the species' host

plants) within 15 days prior to construction activities to determine if milkweeds (*Asclepias* spp.) plants are located within the site. If no milkweed plants are observed, no further mitigation is required.

Mitigation Measure BIO-6c (*Buffers*): If milkweeds are observed within the BSA during the breeding season (February 1 to August 31), an avoidance buffer will be placed around the area as to not to disturb the plant or its root system. The buffer will be left in place until a qualified biologist has determined the buffers are no longer warranted.

Mitigation Measure BIO-6d (*Monarch Egg and Larvae Survey*): If milkweeds are observed within the BSA during the breeding season (February 1 to August 31) and cannot be avoided, a qualified biologist will conduct a monarch egg and larvae survey to look for eggs and larvae on milkweeds within seven (7) days prior to their removal. If no eggs or larvae are observed the milkweed plants can be removed under the supervision of a qualified biologist and will be replanted at a 3:1 ratio.

Mitigation Measure BIO-6e (*Consultation with USFWS if Listed*): In the event a milkweed plant with monarch eggs or larvae is detected during the pre-construction survey and cannot be avoided and this species is listed under the ESA prior to this observation, consultation with USFWS will be completed to avoid take.

3.3.7 PROJECT-RELATED MORTALITY AND/OR DISTURBANCE OF MATERNITY ROOSTING BATS AND SPECIAL STATUS BATS

Trees with natural cavities occurred within the site and may support tree-roosting species of bats such as pallid bats. Roosting habitat becomes especially sensitive to bat populations during the maternity season (March 1 to September 30) when pups are maturing and during the overwintering season (November 1 through February 28). Projects that impact maternity roosting bats or hibernating roosting special status bats would be considered a significant impact under CEQA.

Implementation of the following measures will reduce potential impacts to roosting maternity bats and roosting special status bats to a less than significant level under CEQA.

Mitigation Measure BIO-7a (*Pre-Construction Survey*): A qualified biologist (someone familiar with the identification and sign of this species) will conduct a pre-construction survey for cavities and if needed, and emergence survey, within 7 days or less prior to construction if construction activities fall between March 1 and September 30 (bat maternity season) and/or November 1 through February 28 (overwintering season). This survey would help identify current bat roosting locations in trees or cavities within or near the Project site prior to the start of construction.

Mitigation Measure BIO-7b (*Establish Buffers*): On discovery of any bat roosts near work areas a qualified biologist will determine appropriate construction setback distances (buffer zones) based on the biology of the species, conditions of the roost(s), and the level of Project disturbance, if appropriate. If necessary, construction buffers will be identified with flagging, fencing, or other easily visible means, and will be maintained until the biologist has determined that the roost will no longer be impacted by construction.

Mitigation Measure BIO-7c (*Avoidance*): Project activities are not to occur within 100 feet of the identified maternity bat roost between sunset and sunrise during maternity season from March 1 through September 30 and the special status species overwintering bat roost from November 1 through February 28. Lighting is not to be used near roosts where it would shine on or into the

roost entrance. Combustion equipment, such as generators, pumps, and vehicles are not to be parked, operated, under or adjacent to the roost.

Mitigation Measure BIO-7d (*Disturbance to Trees*): If a tree or trees must be removed a qualified biologist will inspect the tree prior to removal to verify that the tree is not active roosting habitat. Once the tree is deemed clear of bats, the tree will be removed within two days.

3.3.8 PROJECT-RELATED MORTALITY AND/OR DISTURBANCE TO FOOTHILL YELLOW-LEGGED FROG

The site contains Mariposa Creek along the north/northeast portion of the site and an unnamed creek along the south portion of the site. These waterways provide suitable aquatic habitat, and the oak woodland and mixed oak/pine forest habitats provide suitable upland habitat for foothill yellow-legged frogs (FYLF). FYLF within the site during construction have the potential to be injured or killed by Project-related activities. Projects that result in the mortality of individuals would be considered a potentially significant impact under CEQA and a violation of federal law protecting this species.

Implementation of the following measures will reduce potential impacts to FYLF to a less than significant level and help the Project comply with federal and state laws that protect this species.

Mitigation Measure BIO-8a (*Pre-construction Take Avoidance Survey*): A qualified biologist (someone familiar with the identification and habitat of this species) will conduct surveys for FYLF in accordance with CDFW's *Considerations for Conserving the Foothill Yellow-Legged Frog* (California Department of Fish and Wildlife 2018), or current guidance for FYLF to determine if FYLF are within or adjacent (within 100 feet) of the creek habitat. If no FYLFs are found during the pre-construction survey and no surface water is present in the creeks, work may commence without further surveys.

Mitigation Measure BIO-8b (*FYLF Consultation and Avoidance*): If any FYLF are found during preconstruction surveys or at any time during construction, consultation with CDFW and USFWS is warranted to determine if the Project can avoid take. CDFW recommends that initial ground-disturbing activities be timed to avoid the period when FYLF are most likely to be moving through upland areas (i.e., November 1 to March 31). When ground-disturbing activities must take place between November 1 and March 31, CDFW recommends that a qualified biologist monitor construction activity daily for FYLF.

Mitigation Measure BIO-8c (*Monitor*): If FYLF have been observed during preconstruction surveys or at any time during construction and ground-disturbing activities must take place between November 1 and March 31, surface water is present during the preconstruction surveys, or if surface water becomes present at any time during the work period, the qualified biologist will conduct a pre-activity clearance survey each day and remain on the site to oversee all vegetation clearing and ground disturbing activities within FYLF habitat.

Recommendation BIO-8d (*FYLF Take Authorization*): If avoidance is not feasible the Project will consult with the USFWS and CDFW to acquire take permits for FYLF prior to any Project activities.

3.3.9 PROJECT-RELATED MORTALITY AND/OR DISTURBANCE TO HARDHEAD

The site contains Mariposa Creek along the north/northeast portion of the site and an unnamed creek along the south portion of the site through no Project activities are proposed within the creek habitat. These waterways provide suitable aquatic habitat for hardhead. Hardhead present within the creek during construction have the potential to be injured or killed by Project-related activities. Projects that result in

the mortality of individuals would be considered a potentially significant impact under CEQA and a violation of federal law protecting this species.

Implementation of the following measures will reduce potential impacts to the hardhead to a less than significant level under CEQA and will ensure compliance with state laws protecting this species.

> Mitigation Measure BIO-9a (*Avoidance*): If possible, construction activities will not occur in or within 50 feet of Mariposa Creek or the unnamed creek when water is present.
>
> Mitigation Measure BIO-9b (*Pre-construction Survey*): If construction activities must occur in or within 50 feet of the waterways when water is present a pre-construction survey will be conducted by a qualified biologist (someone who is familiar with and can identify fish species) to look for hardhead and other special status fish species that may be present in Mariposa Creek or the unnamed creek.
>
> Mitigation Measure BIO-9c (*Formal Consultation*): If hardhead or other special status fish species are observed within Mariposa Creek or the unnamed creek and cannot be avoided the Project proponent will initiate consultation with the National Marine Fisheries Service and/or CDFW to determine any additional mitigation and minimization measures to avoid impacts to special status fish within the creeks.

3.3.10 PROJECT-RELATED MORTALITY AND/OR DISTURBANCE TO NORTHWESTERN POND TURTLE

The site contains Mariposa Creek along the north/northeast portion of the site and an unnamed creek along the south portion of the site. The creek habitat could be used by northwestern pond turtle for dispersal and basking. The oak woodland habitat of the site could be used by northwestern pond turtle for nesting and foraging. Upland areas would be permanently impacted through no Project activities are proposed within the creek habitat. Noise, vegetation removal, movement of workers, construction, and ground disturbance as a result of Project activities have the potential to significantly impact northwestern pond turtle. Potentially significant impacts associated with Project activities could include inadvertent entrapment or direct mortality. Project activities that impact northwestern pond turtles would be considered a potentially significant impact under CEQA.

The following measures will be implemented prior to the start of construction and will reduce impacts to northwestern pond turtle to a less than significant level under CEQA:

> Mitigation Measure BIO-10a (*Pre-construction Survey and Avoidance Buffers*): Within seven (7) days prior to the start of construction, a qualified biologist (someone familiar with the identification and habitat of this species) will conduct a pre-construction survey for northwestern pond turtle within the creek habitat and surrounding areas up to 330 feet. Pre-construction surveys will be conducted in accordance with the draft *Western Pond Turtle (Emys marmorata) Visual Survey Protocol for the Southcoast Ecoregion* (United States Geological Survey 2006), or current guidance. If no northwestern pond turtles are observed during the pre-construction survey, then construction activities may begin. If the surveys results in the identification of a northwestern pond turtle or an individual is found on the site during construction activities, it will be allowed to leave the site on its own or a qualified biologist (must possess appropriate collecting/handling permits or relevant experience) will stop work and relocate the individual. The qualified biologist will determine appropriate buffers to be implemented to avoid impacts to the individual(s).

Mitigation Measure BIO-10b (*Monitor*): If northwestern pond turtles are observed on the site, a qualified biologist will conduct a pre-activity clearance survey each day and remain on the site to oversee all vegetation clearing and ground disturbing activities until the individual(s) have left the site.

Mitigation Measure BIO-10c (*Formal Consultation*): Should northwestern pond turtles get listed by the ESA in this area and the Project/qualified biologist needs to move an individual, consultation for protection plans and/or relocation plans with the appropriate agencies will be completed to avoid take.

3.3.11 PROJECT-RELATED IMPACTS TO REGULATED WATERS, WETLANDS, AND WATER QUALITY

The Project involves the construction of approximately 12.3 miles of nature trails. No work is currently proposed to occur within Mariposa Creek or the unnamed stream. If the Project were to impact these waterways Project-related impacts to some or all of these waters would be considered a potentially significant impact under CEQA. Impacts to waters of the U.S. are also subject to the permit requirements of Sections 401 and 404 of the Clean Water Act and impacts to waters of the state are subject to the permit requirements of Section 401 of the Clean Water Act and California Fish and Game Code. The placement of fill within any wetlands or other jurisdictional features will require a 401 Water Quality Certification from the RWQCB, 404 permit from the USACE, and a Lake or Streambed Alteration Agreement from CDFW.
There are no designated wild and scenic rivers within the site; therefore, the Project would not result in direct impacts to wild and scenic rivers.

If construction involves ground disturbance over an area greater than one acre, the Project would need to obtain a Construction General Permit under the Construction Storm Water Program administered by the RWQCB. A prerequisite for this permit is the development of a Storm Water Pollution Prevention Plan to ensure construction activities do not adversely affect water quality. This plan will need to be prepared in support of the Construction General Permit application.

Implementation of the following measures will reduce potential impacts to waters to a less than significant level under CEQA and will ensure compliance with state and federal laws protecting these waters.

Mitigation Measure BIO-11a (*Permits*): If the Project intends to impact potentially jurisdictional waters, permits with USACE, RWQCB, and/or CDFW will be obtained to comply with state and federal regulations, if necessary. These permits, certifications, and agreements would ensure impacts to waters are minimized to the extent possible and permanent impacts would be offset by compensatory mitigation.

3.3.12 PROJECT-RELATED IMPACTS TO RIPARIAN HABITAT AND NATURAL COMMUNITIES OF SPECIAL CONCERN

Riparian habitat is present along Mariposa Creek and the unnamed stream though impacts to these waterways and riparian habitat are not proposed during the Project. If the Project were to impact riparian habitat, impacts are addressed under mitigation measure BIO-11a. Although there are no recorded observations of a natural community of special concern mapped within the site and no natural communities of special concern were observed during the field survey, the Project could impact high quality habitat for wildlife species in the area.

Mitigation Measure BIO-12a (*Analysis for Revegetation*): If trees are to be removed during Project activities a qualified biologist will complete an analysis on the number of trees and impacts to the habitat to determine if a habitat restoration and revegetation plan (HRRP) will be needed.

Mitigation Measure BIO-12b (*HRRP*): If determined by the qualified biologist's analysis an HRRP is required, one will be developed for the Project. Upon completion of the Project, all vegetation impacted by permanent and temporary impacts, including trails, staging areas, temporary roads, and borrow sites, will be recontoured if necessary and revegetated to promote restoration of the area to pre-Project conditions. The HRRP will detail the process or processes to be implemented to restore the target areas and replant vegetation removed during the Project and will include the following Project-specific information, at a minimum:

- summary of habitat impacts and proposed habitat restoration actions;
- location of the restoration sites and existing site conditions;
- restoration design, including a proposed restoration site schedule and descriptions of existing and proposed soils and hydrology;
- site preparation requirements (including soil amendments, if required);
- invasive species eradication plan if applicable, planting plan, and maintenance plan;
- monitoring measures, with performance and success criteria;
- monitoring methods, duration, and schedule; and
- contingency measures and remedial actions.

3.3.13 PROJECT-RELATED IMPACTS TO WILDLIFE MOVEMENT CORRIDORS AND NATIVE WILDLIFE NURSERY SITES

The oak woodland and mixed oak/pine forest habitats of the site and surrounding areas consisted of expansive open grassland and forests where species could move through. Numerous game trails were observed during the field survey in these habitats. Mariposa Creek and the unnamed stream within the site could act as a corridor for aquatic and terrestrial wildlife, but no impacts are proposed to these waterways and wildlife will be able to continue using these features while construction is occurring and would be able to continue utilizing them after construction activities are completed.

The site has suitable features that could be used as native wildlife nursery sites. Large trees with natural cavities were located within and adjacent to the site and could function as native wildlife nursery sites for bats. Mariposa Creek and the unnamed stream could be used by amphibian species as wildlife nursery sites, though no work is proposed within these waterways. Project-related impacts to any native wildlife nursery sites would be considered a significant impact under CEQA.

The potential impacts to species that could use the trees as a wildlife nursery site have been addressed in Mitigation Measures BIO-7a, and BIO-7d. If the Project were to impact the waterways, impacts to species that could use the waterways as a wildlife nursery site have been addressed in Mitigation Measures BIO-11a. Implementation of these will reduce potential impacts to native wildlife nursery sites to a less than significant level under CEQA. Implementation of the following mitigation measures would reduce potential impacts to wildlife movement corridors to less than significant.

Mitigation Measure BIO-13a (*Operational Hours*): When possible, construction activities within 100-feet of Mariposa Creek and the unnamed stream should be limited to a half hour after sunrise through a half hour before sunset to reduce potential impacts to wildlife movement corridors.

3.4 LESS THAN SIGNIFICANT PROJECT-RELATED IMPACTS

3.4.1 PROJECT-RELATED IMPACTS TO SPECIAL STATUS PLANT SPECIES ABSENT FROM, OR UNLIKELY TO OCCUR ON, THE PROJECT SITE

Of the 20 regionally occurring special status plant species, four are considered absent from or unlikely to occur within the site due to past or ongoing disturbance and/or the absence of suitable habitat. These

species include: Koch's cord moss, Pleasant Valley mariposa-lily, recurved larkspur, and slender-stemmed monkeyflower.

Since it is unlikely that these species would occur onsite, implementation of the Project should have no impact on these five special status species through construction mortality, disturbance, or loss of habitat. Mitigation measures are not warranted.

3.4.2 PROJECT-RELATED IMPACTS TO SPECIAL STATUS ANIMAL SPECIES ABSENT FROM, OR UNLIKELY TO OCCUR ON, THE PROJECT SITE

Of the 17 regionally occurring special status animal species, 10 are considered absent from or unlikely to occur within the site due to past or ongoing disturbance and/or the absence of suitable habitat. These species include: Bald eagle, California condor, California tiger salamander, fisher, limestone salamander, Sierra Nevada yellow-legged frog, spotted bat, Townsend's big-eared bat, valley elderberry longhorn beetle, and western spadefoot.

Since it is unlikely that these species would occur onsite, implementation of the Project should have no impact on these 10 special status species through construction mortality, disturbance, or loss of habitat. Mitigation measures are not warranted.

3.4.3 PROJECT-RELATED IMPACTS TO CRITICAL HABITAT

Designated critical habitat is absent from the site and surrounding lands. Therefore, there would be no impact to critical habitat, and mitigation measures are not warranted.

3.4.4 LOCAL POLICIES OR HABITAT CONSERVATION PLANS

The Project appears to be consistent with the goals and policies of the Mariposa County General Plan. There are no known HCPs or NCCPs in the Project vicinity. Mitigation measures are not warranted.

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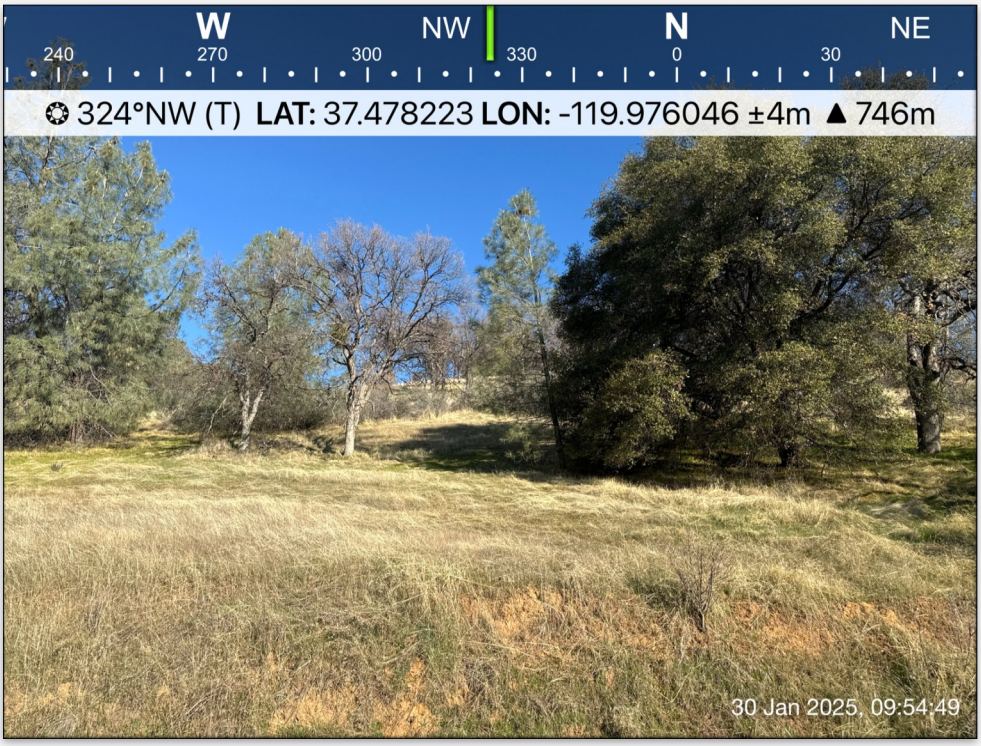
APPENDIX A: REPRESENTATIVE PHOTOS OF THE PROJECT SITE

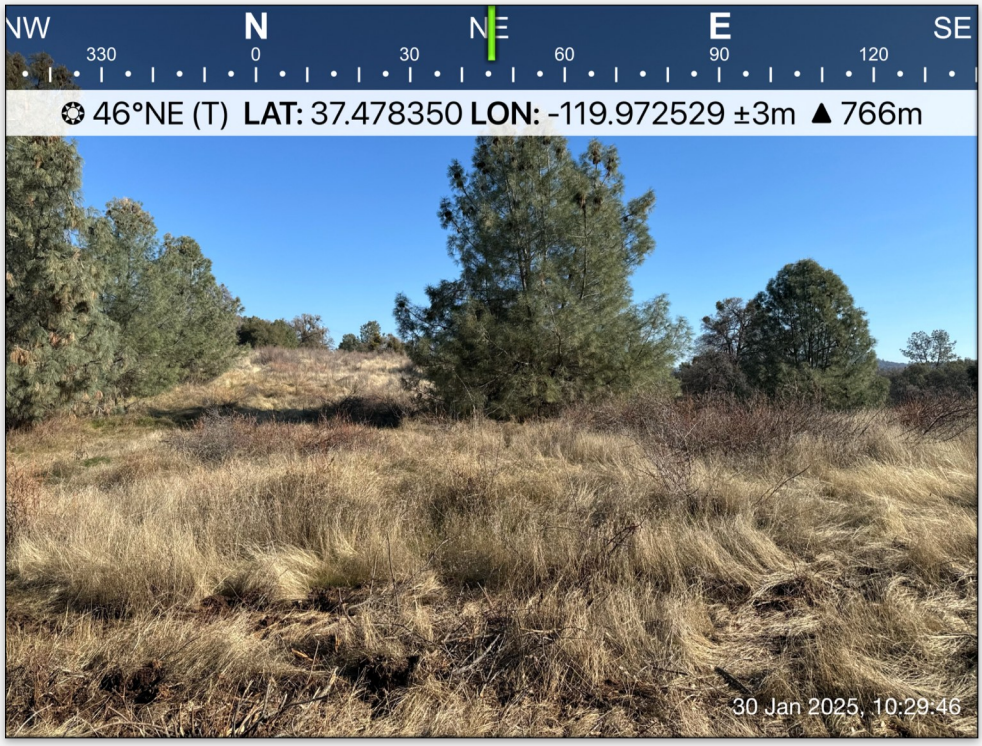
Photograph 1

Overview of the Martin Road which goes through a portion of the oak woodland habitat onsite.



Photograph 2

Overview of the oak woodland habitat onsite.



Photograph 3

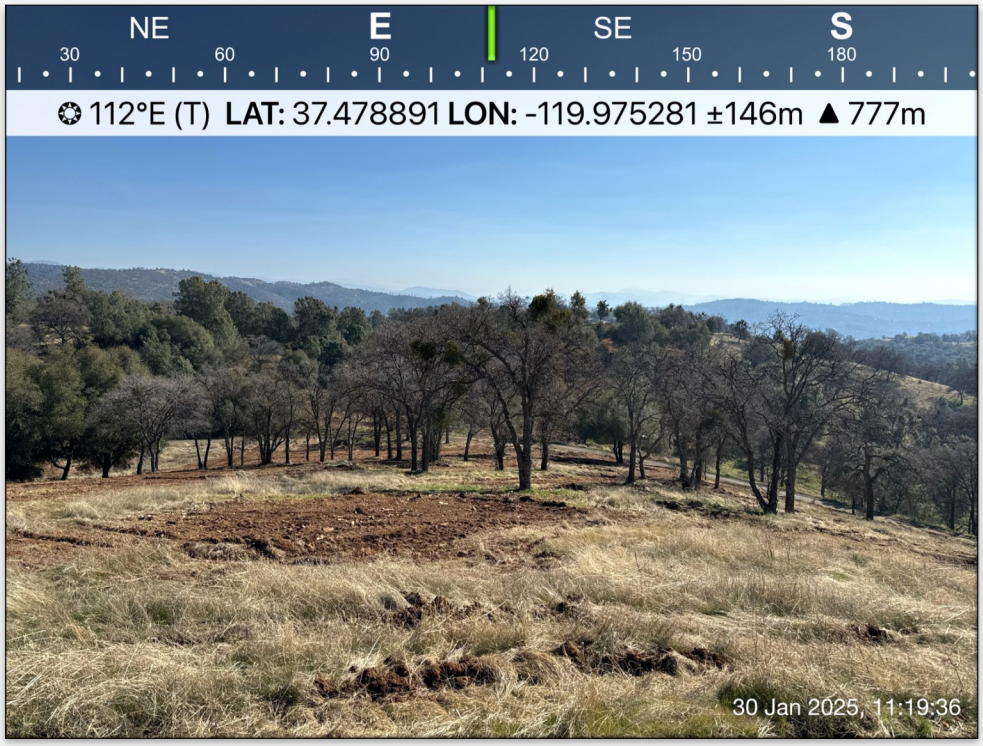
Another overview of the oak woodland habitat onsite.

Photograph 4

Overview of the disturbed oak woodland habitat on-site.

Photograph 5

Another overview of the disturbed oak woodland habitat onsite.



Photograph 6

Another overview of the disturbed oak woodland habitat onsite.

Photograph 7

Example of a depression located in the disturbed oak woodland habitat onsite.

Photograph 8

Overview of the flattened barn located in the disturbed oak woodland habitat onsite.

Photograph 9

Overview of the mixed oak/ pine forest habitat onsite.

Photograph 10

Another overview of the mixed oak/pine forest habitat onsite.

Photograph 11

Another overview of the mixed oak/pine forest habitat onsite.

Photograph 12

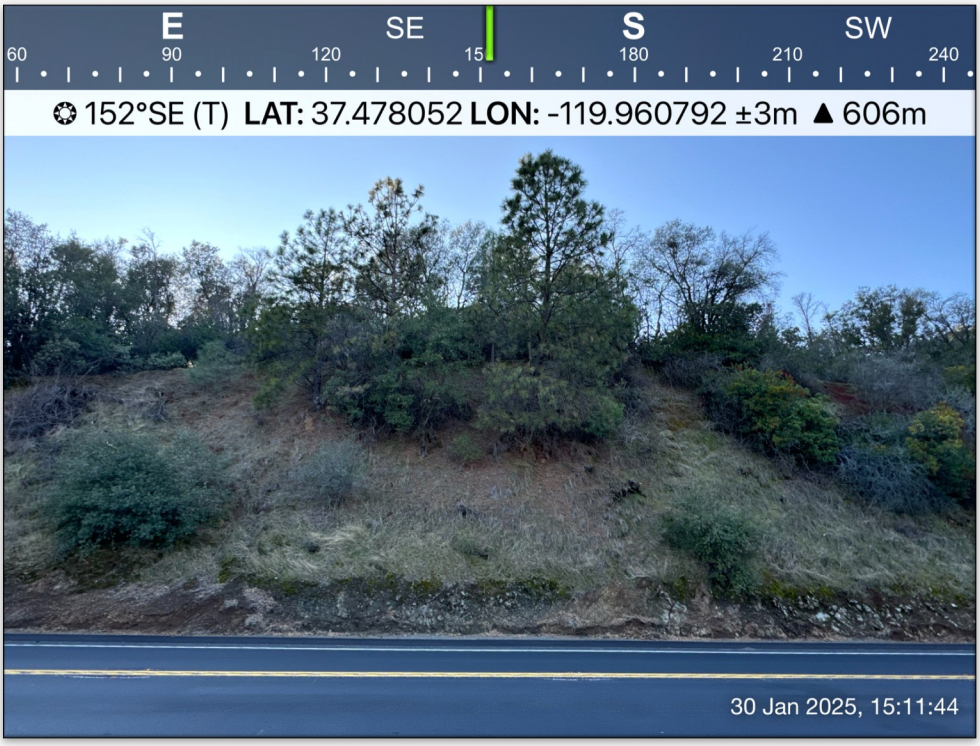
Another overview of the mixed oak/pine forest habitat onsite.

Photograph 13

Another overview of the mixed oak/pine forest habitat onsite.

Photograph 14

Another overview of the mixed oak/pine forest habitat onsite.



Photograph 15

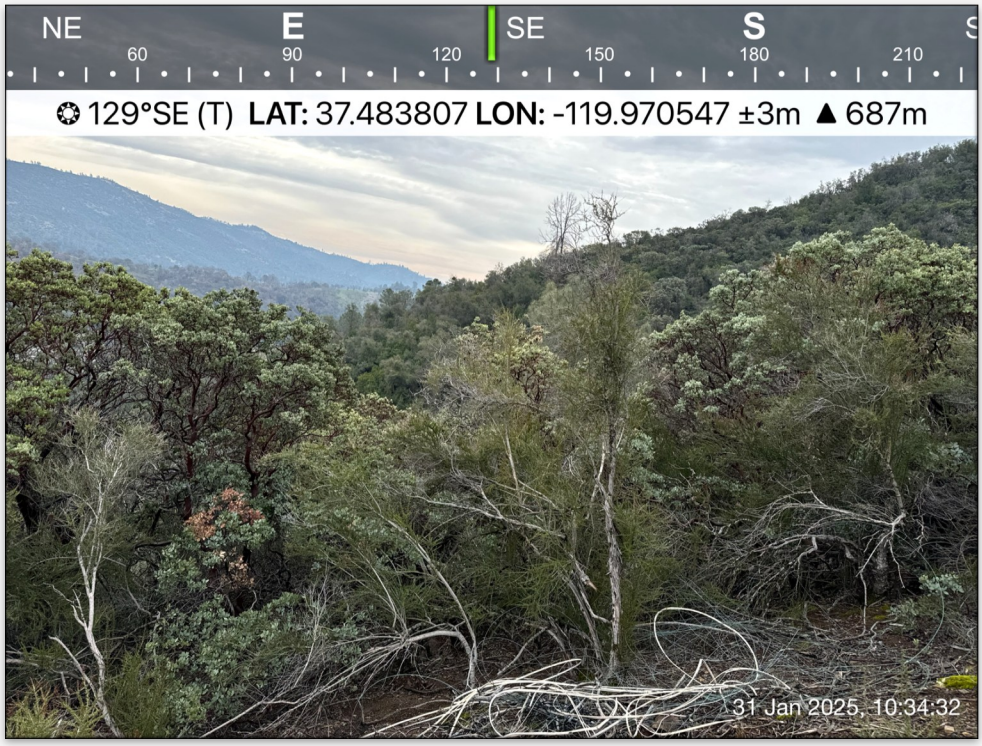
Overview of the mixed oak/ pine forest habitat onsite which ends at State Route 140.

Photograph 16

Overview of the disturbed chaparral habitat onsite.

Photograph 17

Another overview of the disturbed chaparral habitat onsite.



Photograph 18

Another overview of the disturbed chaparral habitat onsite.

Photograph 19

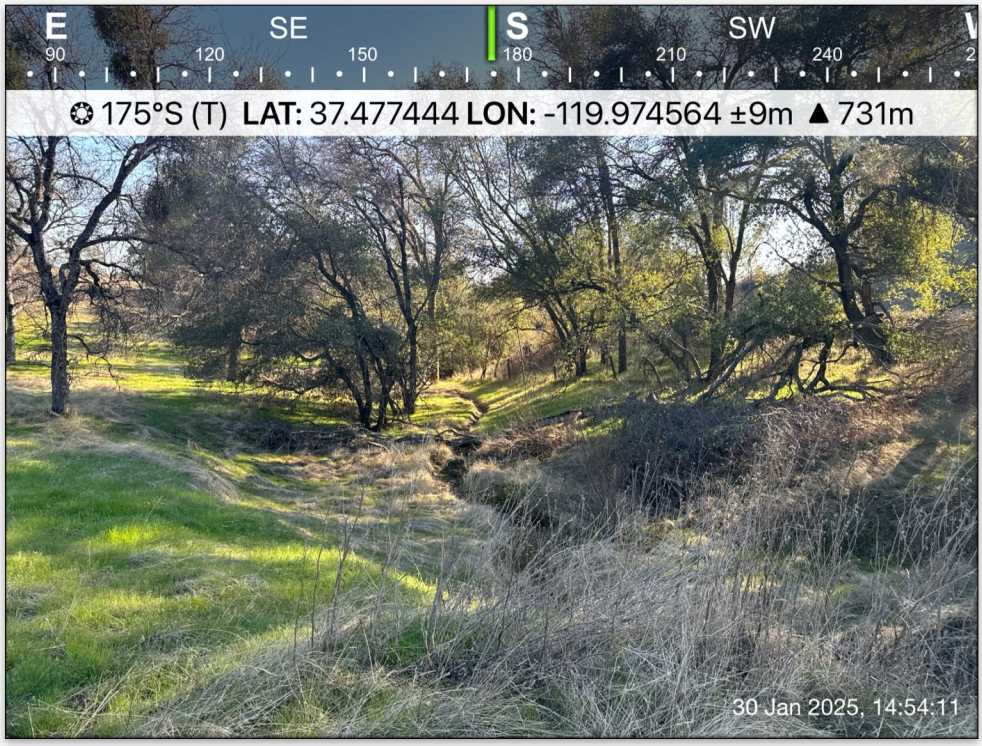
Overview of Mariposa Creek within the creek habitat on-site.

Photograph 20

Another overview of Mariposa Creek within the creek habitat onsite.

Photograph 21

Overview of the unnamed drainage/creek within the creek habitat onsite.



Photograph 22

Another overview of the unnamed drainage/creek within the creek habitat onsite.

Photograph 23

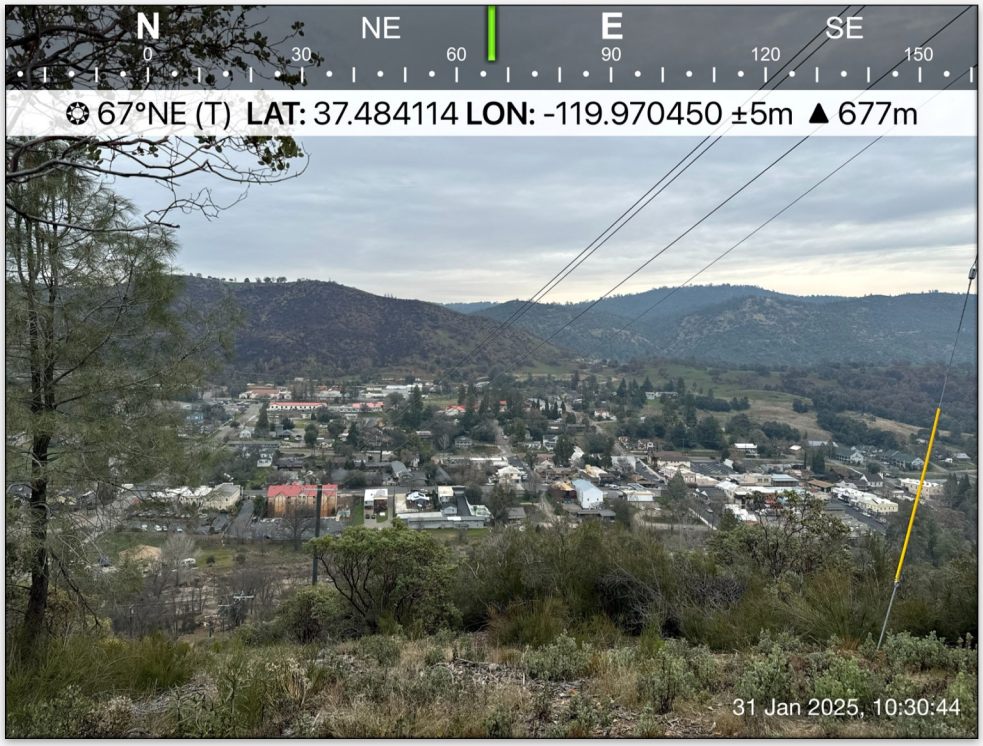
Surrounding land to the east of the site contained rural residential houses within oak woodland habitat.

Photograph 24

Land surrounded by the site but not included in the site contained rural residential houses within oak woodland habitat.

Photograph 25

Surrounding land to the west of the site contained oak woodland habitat.



Photograph 26

Surrounding land to the north/ northeast of the site contained the CDP of Mariposa.

APPENDIX B: CNDDB 9-QUAD SPECIES LIST

Selected Elements by Common Name

California Department of Fish and Wildlife

California Natural Diversity Database

Query Criteria: Quad IS (Bear Valley (3712051) OR Feliciana Mtn. (3711958) OR Buckingham Mtn. (3711957) OR Stumpfield Mtn. (3711947) OR Mariposa (3711948) OR Catheys Valley (3712041) OR Illinois Hill (3712031) OR Ben Hur (3711938) OR Horsecamp Mountain (3711937))

Species	Element Code	Federal Status	State Status	Global Rank	State Rank	Rare Plant Rank/CDFW SSC or FP
amphibious caddisfly *Desmona bethula*	IITRI77010	None	None	G2G3	S2S3	
bald eagle *Haliaeetus leucocephalus*	ABNKC10010	Delisted	Endangered	G5	S3	FP
beaked clarkia *Clarkia rostrata*	PDONA050Y0	None	None	G2G3	S2S3	1B.3
big-scale balsamroot *Balsamorhiza macrolepis*	PDAST11061	None	None	G2	S2	1B.2
Boharts' blue butterfly *Philotiella speciosa bohartorum*	IILEPG3011	None	None	G3T1	S1	
California tiger salamander - central California DPS *Ambystoma californiense pop. 1*	AAAAA01181	Threatened	Threatened	G2G3T3	S3	WL
Central Valley Drainage Hardhead/Squawfish Stream *Central Valley Drainage Hardhead/Squawfish Stream*	CARA2443CA	None	None	GNR	SNR	
Congdon's lomatium *Lomatium congdonii*	PDAPI1B0B0	None	None	G2	S2	1B.2
Congdon's woolly sunflower *Eriophyllum congdonii*	PDAST3N030	None	Rare	G2	S2	1B.2
Crotch's bumble bee *Bombus crotchii*	IIHYM24480	None	Candidate Endangered	G2	S2	
foothill yellow-legged frog - south Sierra DPS *Rana boylii pop. 5*	AAABH01055	Endangered	Endangered	G3T2	S2	
grassland suncup *Camissonia lacustris*	PDONA030W0	None	None	G2	S2	1B.2
hardhead *Mylopharodon conocephalus*	AFCJB25010	None	None	G3	S3	SSC
Koch's cord moss *Entosthodon kochii*	NBMUS2P050	None	None	G1	S1	1B.3
Leech's skyline diving beetle *Hydroporus leechi*	IICOL55040	None	None	G3	S2S3	
limestone salamander *Hydromantes brunus*	AAAAD09010	None	Threatened	G2G3	S2S3	FP
Madera leptosiphon *Leptosiphon serrulatus*	PDPLM09130	None	None	G3	S3	1B.2
Mariposa clarkia *Clarkia biloba ssp. australis*	PDONA05051	None	None	G4G5T3	S3	1B.2

Species	Element Code	Federal Status	State Status	Global Rank	State Rank	Rare Plant Rank/CDFW SSC or FP
Mariposa cryptantha *Cryptantha mariposae*	PDBOR0A1Q0	None	None	G2G3	S2S3	1B.3
Mariposa daisy *Erigeron mariposanus*	PDAST3M5L0	None	None	GX	SX	1A
Mariposa lupine *Lupinus citrinus var. deflexus*	PDFAB2B102	None	Threatened	G2T1T2	S1	1B.2
Mariposa pussypaws *Calyptridium pulchellum*	PDPOR09060	Threatened	None	G1	S1	1B.1
North American porcupine *Erethizon dorsatum*	AMAFJ01010	None	None	G5	S3	
northwestern pond turtle *Actinemys marmorata*	ARAAD02031	Proposed Threatened	None	G2	SNR	SSC
pallid bat *Antrozous pallidus*	AMACC10010	None	None	G4	S3	SSC
Parry's horkelia *Horkelia parryi*	PDROS0W0C0	None	None	G2	S2	1B.2
Pleasant Valley mariposa-lily *Calochortus clavatus var. avius*	PMLIL0D095	None	None	G4T2	S2	1B.2
recurved larkspur *Delphinium recurvatum*	PDRAN0B1J0	None	None	G2?	S2	1B.2
shaggyhair lupine *Lupinus spectabilis*	PDFAB2B3P0	None	None	G2	S2	1B.2
Sierra Nevada yellow-legged frog *Rana sierrae*	AAABH01340	Endangered	Threatened	G2	S2	WL
slender-stalked monkeyflower *Erythranthe gracilipes*	PDSCR1B1C0	None	None	G2	S2	1B.2
slender-stemmed monkeyflower *Erythranthe filicaulis*	PDPHR012H0	None	None	G2	S2	1B.2
spotted bat *Euderma maculatum*	AMACC07010	None	None	G4	S3	SSC
Townsend's big-eared bat *Corynorhinus townsendii*	AMACC08010	None	None	G4	S2	SSC
valley elderberry longhorn beetle *Desmocerus californicus dimorphus*	IICOL48011	Threatened	None	G3T3	S3	
western spadefoot *Spea hammondii*	AAABF02020	Proposed Threatened	None	G2G3	S3S4	SSC
yellow-lip pansy monkeyflower *Diplacus pulchellus*	PDSCR1B280	None	None	G2	S2	1B.2
Yosemite onion *Allium yosemitense*	PMLIL022L0	None	Rare	G3	S3	1B.3
Yosemite sideband *Monadenia yosemitensis*	IMGASZ3010	None	None	G1	S1S2	

Species	Element Code	Federal Status	State Status	Global Rank	State Rank	Rare Plant Rank/CDFW SSC or FP
Yuma myotis	AMACC01020	None	None	G5	S4	
Myotis yumanensis						

Record Count: 40

APPENDIX C: IPAC SPECIES LIST

United States Department of the Interior

FISH AND WILDLIFE SERVICE
Sacramento Fish And Wildlife Office
Federal Building
2800 Cottage Way, Room W-2605
Sacramento, CA 95825-1846
Phone: (916) 414-6600 Fax: (916) 414-6713

In Reply Refer To: 05/22/2025 17:09:07 UTC
Project Code: 2025-0071379
Project Name: Mariposa Hillside Trails Project

Subject: List of threatened and endangered species that may occur in your proposed project location or may be affected by your proposed project

To Whom It May Concern:

The enclosed species list identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the IPaC system by completing the same process used to receive the enclosed list.

The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2) of the Act and its implementing regulations (50 CFR 402 *et seq.*), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat.

A Biological Assessment is required for construction projects (or other undertakings having similar physical impacts) that are major Federal actions significantly affecting the quality of the human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2)

(c)). For projects other than major construction activities, the Service suggests that a biological evaluation similar to a Biological Assessment be prepared to determine whether the project may affect listed or proposed species and/or designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

If a Federal agency determines, based on the Biological Assessment or biological evaluation, that listed species and/or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. In addition, the Service recommends that candidate species, proposed species and proposed critical habitat be addressed within the consultation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the "Endangered Species Consultation Handbook" at:

https://www.fws.gov/sites/default/files/documents/endangered-species-consultation-handbook.pdf

Migratory Birds: In addition to responsibilities to protect threatened and endangered species under the Endangered Species Act (ESA), there are additional responsibilities under the Migratory Bird Treaty Act (MBTA) and the Bald and Golden Eagle Protection Act (BGEPA) to protect native birds from project-related impacts. Any activity, intentional or unintentional, resulting in take of migratory birds, including eagles, is prohibited unless otherwise permitted by the U.S. Fish and Wildlife Service (50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)). For more information regarding these Acts, see https://www.fws.gov/program/migratory-bird-permit/what-we-do.

The MBTA has no provision for allowing take of migratory birds that may be unintentionally killed or injured by otherwise lawful activities. It is the responsibility of the project proponent to comply with these Acts by identifying potential impacts to migratory birds and eagles within applicable NEPA documents (when there is a federal nexus) or a Bird/Eagle Conservation Plan (when there is no federal nexus). Proponents should implement conservation measures to avoid or minimize the production of project-related stressors or minimize the exposure of birds and their resources to the project-related stressors. For more information on avian stressors and recommended conservation measures, see https://www.fws.gov/library/collections/threats-birds.

In addition to MBTA and BGEPA, Executive Order 13186: *Responsibilities of Federal Agencies to Protect Migratory Birds*, obligates all Federal agencies that engage in or authorize activities that might affect migratory birds, to minimize those effects and encourage conservation measures that will improve bird populations. Executive Order 13186 provides for the protection of both migratory birds and migratory bird habitat. For information regarding the implementation of Executive Order 13186, please visit https://www.fws.gov/partner/council-conservation-migratory-birds.

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. Please include the Consultation Code in the header of this letter with any request for consultation or correspondence about your project that you submit to our office.

Attachment(s):

- Official Species List

OFFICIAL SPECIES LIST

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

Sacramento Fish And Wildlife Office
Federal Building
2800 Cottage Way, Room W-2605
Sacramento, CA 95825-1846
(916) 414-6600

PROJECT SUMMARY

Project Code: 2025-0071379
Project Name: Mariposa Hillside Trails Project
Project Type: Recreation - New Construction
Project Description: The Hillside Trails project proposes to construct approximately 12.3 miles of nature trails branching off the planned Phase III section of the Mariposa Creek Parkway Trail. The total project site consists of approximately 235 acres. Trail widths would vary from three to eight feet. The intent of the proposed project is to bring a balance of adventure and tranquility to the area. The new trails would be divided into four different segments based on their location and intended purpose.

Project Location:

The approximate location of the project can be viewed in Google Maps: https://www.google.com/maps/@37.48300355000001,-119.97323279604596,14z

Counties: Mariposa County, California

ENDANGERED SPECIES ACT SPECIES

There is a total of 8 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries[1], as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

---

1. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

MAMMALS

NAME	STATUS
Fisher *Pekania pennanti* Population: SSN DPS There is **proposed** critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/3651	Endangered

BIRDS

NAME	STATUS
California Condor *Gymnogyps californianus* Population: Wherever found, except where listed as an experimental population There is **final** critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/8193	Endangered

REPTILES

NAME	STATUS
Northwestern Pond Turtle *Actinemys marmorata* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/1111	Proposed Threatened

AMPHIBIANS

NAME	STATUS
California Red-legged Frog *Rana draytonii* There is **final** critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/2891	Threatened
California Tiger Salamander *Ambystoma californiense* Population: U.S.A. (Central CA DPS) There is **final** critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/2076	Threatened
Foothill Yellow-legged Frog *Rana boylii* Population: South Sierra Distinct Population Segment (South Sierra DPS) There is **proposed** critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/5133	Endangered

INSECTS

NAME	STATUS
Monarch Butterfly *Danaus plexippus* There is **proposed** critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/9743	Proposed Threatened

FLOWERING PLANTS

NAME	STATUS
Mariposa Pussypaws *Calyptridium pulchellum*	Threatened

No critical habitat has been designated for this species.
Species profile: https://ecos.fws.gov/ecp/species/2695

CRITICAL HABITATS

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

YOU ARE STILL REQUIRED TO DETERMINE IF YOUR PROJECT(S) MAY HAVE EFFECTS ON ALL ABOVE LISTED SPECIES.

IPAC USER CONTACT INFORMATION

Agency: Private Entity
Name: Shaylea Stark
Address: 455 W Fir Ave
City: Clovis
State: CA
Zip: 93612
Email sstark@ppeng.com
Phone: 5594492700

APPENDIX D: NRCS WEB SOIL SURVEY REPORT

United States Department of Agriculture

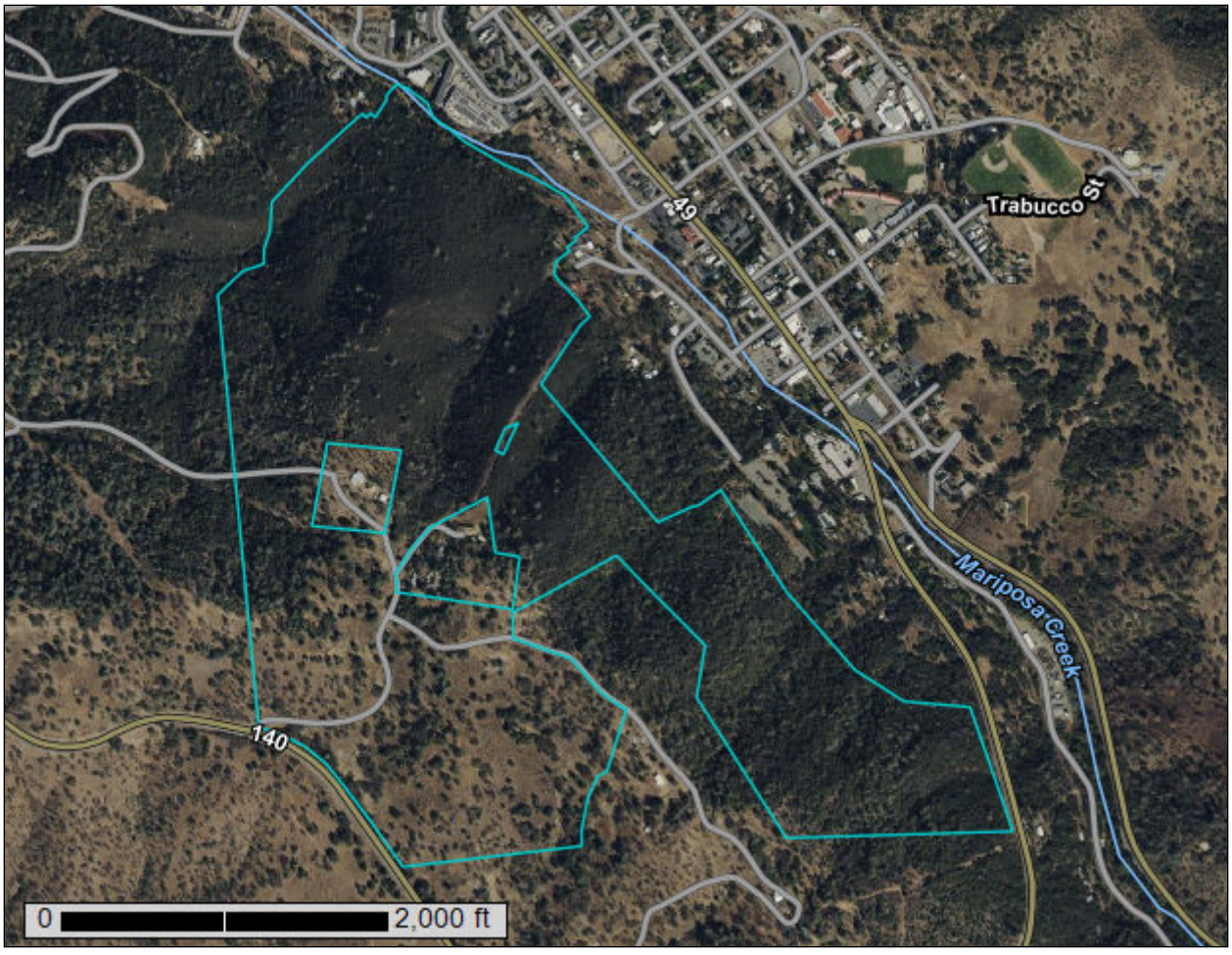
NRCS

Natural Resources Conservation Service

A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

Custom Soil Resource Report for Mariposa County Area, California

Mariposa Hillside Trails Project



March 19, 2025

Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (https://offices.sc.egov.usda.gov/locator/app?agency=nrcs) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

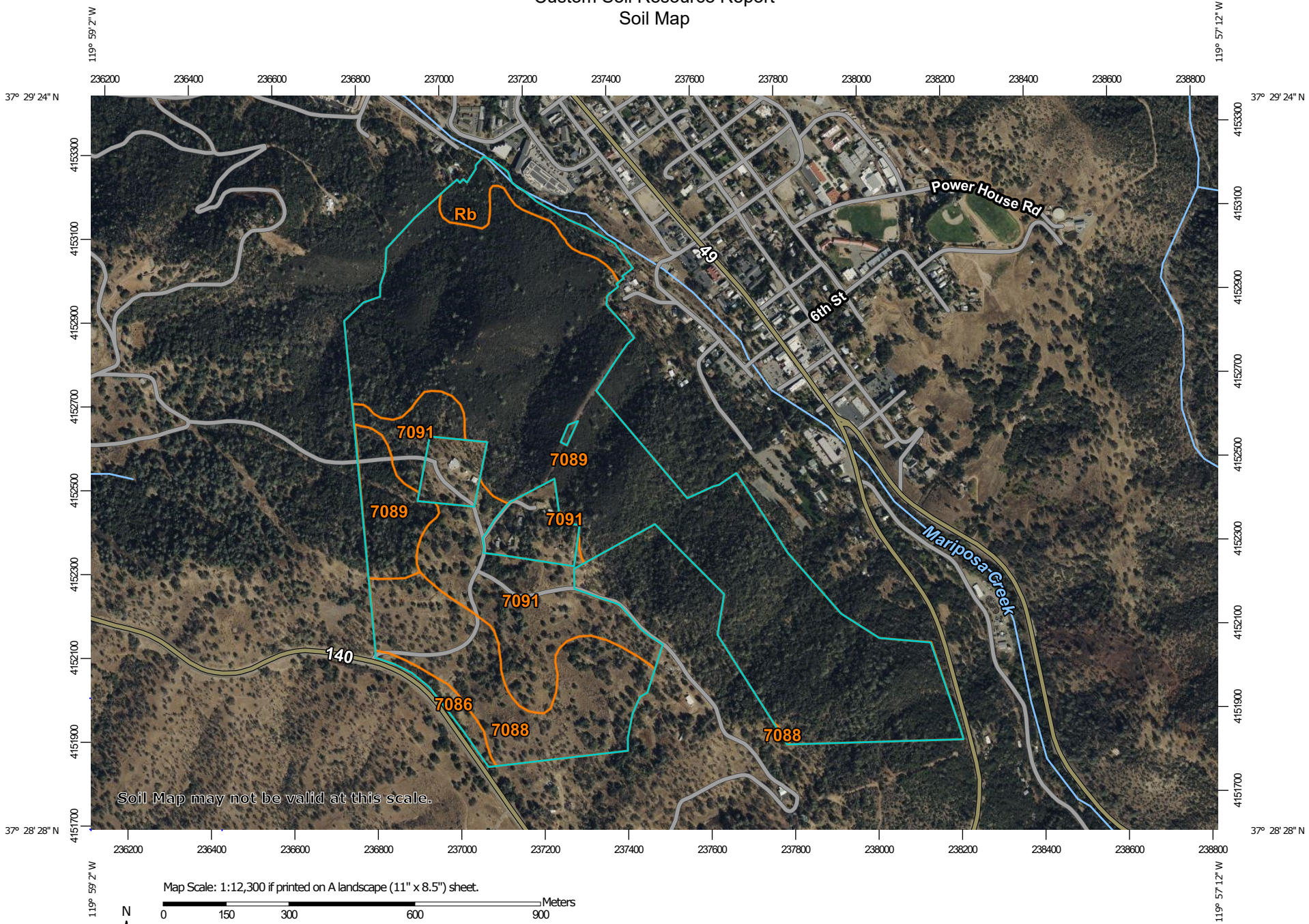
After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report
Soil Map



Map Scale: 1:12,300 if printed on A landscape (11" x 8.5") sheet.

N

Meters: 0 150 300 600 900

Feet: 0 500 1000 2000 3000

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 11N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Mariposa County Area, California
Survey Area Data: Version 17, Aug 30, 2024

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Oct 9, 2022—Oct 25, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
7086	Loafercreek-Gopheridge complex, 15 to 30 percent slopes	3.0	1.3%
7088	Loafercreek-Gopheridge complex, 30 to 60 percent slopes	34.8	14.8%
7089	Gardellones-Gopheridge-Motherlode complex, 30 to 60 percent slopes	153.5	65.3%
7091	Trabuco-Jasperpeak-Rock outcrop complex, 8 to 30 percent slopes	36.1	15.3%
Rb	Riverwash and tailings	7.7	3.3%
Totals for Area of Interest		**235.0**	**100.0%**

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not

mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Mariposa County Area, California

7086—Loafercreek-Gopheridge complex, 15 to 30 percent slopes

Map Unit Setting

National map unit symbol: 2mx8f
Elevation: 850 to 2,300 feet
Mean annual precipitation: 24 to 34 inches
Mean annual air temperature: 57 to 61 degrees F
Frost-free period: 215 to 320 days
Farmland classification: Not prime farmland

Map Unit Composition

Loafercreek and similar soils: 50 percent
Gopheridge and similar soils: 25 percent
Minor components: 25 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Loafercreek

Setting

Landform: Hills
Landform position (two-dimensional): Backslope, footslope
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Colluvium over residuum derived from metavolcanics

Typical profile

A - 0 to 1 inches: loam
Bt1 - 1 to 4 inches: loam
Bt2 - 4 to 13 inches: loam
Bt3 - 13 to 20 inches: loam
Cr - 20 to 30 inches: bedrock
R - 30 to 79 inches: bedrock

Properties and qualities

Slope: 15 to 30 percent
Surface area covered with cobbles, stones or boulders: 0.0 percent
Depth to restrictive feature: 20 to 39 inches to paralithic bedrock; 20 to 49 inches to lithic bedrock
Drainage class: Well drained
Capacity of the most limiting layer to transmit water (Ksat): Low to high (0.01 to 2.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water supply, 0 to 60 inches: Low (about 3.5 inches)

Interpretive groups

Land capability classification (irrigated): 6e
Land capability classification (nonirrigated): 6e
Hydrologic Soil Group: C
Ecological site: F018XI201CA - Moderately Deep Thermic Foothills

Hydric soil rating: No

Description of Gopheridge

Setting

Landform: Hills
Landform position (two-dimensional): Backslope, footslope
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Colluvium over residuum derived from metavolcanics

Typical profile

A - 0 to 3 inches: loam
BA - 3 to 7 inches: loam
Bt1 - 7 to 11 inches: very gravelly loam
Bt2 - 11 to 17 inches: very gravelly loam
Bt3 - 17 to 24 inches: very gravelly loam
R - 24 to 79 inches: bedrock

Properties and qualities

Slope: 15 to 30 percent
Surface area covered with cobbles, stones or boulders: 0.0 percent
Depth to restrictive feature: 20 to 39 inches to lithic bedrock
Drainage class: Well drained
Capacity of the most limiting layer to transmit water (Ksat): Low to high (0.01 to 2.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water supply, 0 to 60 inches: Low (about 3.0 inches)

Interpretive groups

Land capability classification (irrigated): 4e
Land capability classification (nonirrigated): 4e
Hydrologic Soil Group: C
Ecological site: F018XI201CA - Moderately Deep Thermic Foothills
Hydric soil rating: No

Minor Components

Bonanza

Percent of map unit: 13 percent
Landform: Hills
Landform position (two-dimensional): Shoulder, backslope, footslope
Landform position (three-dimensional): Side slope
Down-slope shape: Convex
Across-slope shape: Convex
Ecological site: F018XI200CA - Low Elevation Foothills
Hydric soil rating: No

Motherlode

Percent of map unit: 10 percent
Landform: Hills
Landform position (two-dimensional): Backslope, footslope
Landform position (three-dimensional): Side slope

Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: F018XI202CA - Deep Thermic Steep Hillslopes
Hydric soil rating: No

Mined land

Percent of map unit: 1 percent
Landform: Hills
Down-slope shape: Concave, convex
Across-slope shape: Linear, convex
Hydric soil rating: No

Rock outcrop, metavolcanic

Percent of map unit: 1 percent
Landform: Hills
Hydric soil rating: No

7088—Loafercreek-Gopheridge complex, 30 to 60 percent slopes

Map Unit Setting

National map unit symbol: 20mn5
Elevation: 850 to 2,430 feet
Mean annual precipitation: 23 to 34 inches
Mean annual air temperature: 57 to 61 degrees F
Frost-free period: 205 to 320 days
Farmland classification: Not prime farmland

Map Unit Composition

Loafercreek and similar soils: 50 percent
Gopheridge and similar soils: 24 percent
Minor components: 26 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Loafercreek

Setting

Landform: Hills
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Colluvium over residuum derived from metavolcanics

Typical profile

Oi - 0 to 0 inches: slightly decomposed plant material
A - 0 to 3 inches: loam
Bw - 3 to 5 inches: loam
Bt1 - 5 to 8 inches: loam
Bt2 - 8 to 17 inches: very gravelly loam
Bt3 - 17 to 22 inches: stony sandy clay loam

Cr - 22 to 32 inches: bedrock
R - 32 to 79 inches: bedrock

Properties and qualities

Slope: 30 to 60 percent
Surface area covered with cobbles, stones or boulders: 0.0 percent
Depth to restrictive feature: 20 to 39 inches to paralithic bedrock; 20 to 49 inches to lithic bedrock
Drainage class: Well drained
Capacity of the most limiting layer to transmit water (Ksat): Low to high (0.01 to 2.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water supply, 0 to 60 inches: Very low (about 3.0 inches)

Interpretive groups

Land capability classification (irrigated): 7e
Land capability classification (nonirrigated): 7e
Hydrologic Soil Group: C
Ecological site: F018XI201CA - Moderately Deep Thermic Foothills
Hydric soil rating: No

Description of Gopheridge

Setting

Landform: Hills
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Colluvium over residuum derived from metavolcanics

Typical profile

A - 0 to 2 inches: very gravelly loam
BA - 2 to 6 inches: very cobbly loam
Bt1 - 6 to 12 inches: very cobbly loam
Bt2 - 12 to 18 inches: extremely gravelly loam
Bt3 - 18 to 26 inches: extremely gravelly loam
R - 26 to 79 inches: bedrock

Properties and qualities

Slope: 30 to 60 percent
Surface area covered with cobbles, stones or boulders: 3.0 percent
Depth to restrictive feature: 20 to 39 inches to lithic bedrock
Drainage class: Well drained
Capacity of the most limiting layer to transmit water (Ksat): Low to high (0.01 to 2.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water supply, 0 to 60 inches: Very low (about 1.8 inches)

Interpretive groups

Land capability classification (irrigated): 7e

Land capability classification (nonirrigated): 7e
Hydrologic Soil Group: C
Ecological site: F018XI201CA - Moderately Deep Thermic Foothills
Hydric soil rating: No

Minor Components

Motherlode
Percent of map unit: 10 percent
Landform: Hills
Landform position (two-dimensional): Backslope, footslope
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: F018XI201CA - Moderately Deep Thermic Foothills
Hydric soil rating: No

Rock outcrop, metavolcanic
Percent of map unit: 5 percent
Landform: Hills
Hydric soil rating: No

Jasperpeak
Percent of map unit: 5 percent
Landform: Hills
Landform position (two-dimensional): Shoulder, backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Convex
Across-slope shape: Convex
Ecological site: F018XI200CA - Low Elevation Foothills
Hydric soil rating: No

Gardellones
Percent of map unit: 5 percent
Landform: Hills
Landform position (two-dimensional): Backslope, footslope
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: F018XI202CA - Deep Thermic Steep Hillslopes
Hydric soil rating: No

Mined land
Percent of map unit: 1 percent
Landform: Hills
Down-slope shape: Concave, convex
Across-slope shape: Linear, convex
Hydric soil rating: No

7089—Gardellones-Gopheridge-Motherlode complex, 30 to 60 percent slopes

Map Unit Setting

National map unit symbol: 2n89g
Elevation: 980 to 2,440 feet
Mean annual precipitation: 25 to 34 inches
Mean annual air temperature: 57 to 61 degrees F
Frost-free period: 210 to 315 days
Farmland classification: Not prime farmland

Map Unit Composition

Gardellones and similar soils: 68 percent
Gopheridge and similar soils: 15 percent
Motherlode and similar soils: 15 percent
Minor components: 2 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Gardellones

Setting

Landform: Hills
Landform position (two-dimensional): Backslope, footslope
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Colluvium over residuum derived from metavolcanics

Typical profile

Oi - 0 to 0 inches: slightly decomposed plant material
A - 0 to 4 inches: loam
Bt1 - 4 to 20 inches: very stony loam
Bt2 - 20 to 35 inches: clay
Bt3 - 35 to 46 inches: clay
Crt - 46 to 55 inches: bedrock
R - 55 to 79 inches: bedrock

Properties and qualities

Slope: 30 to 60 percent
Surface area covered with cobbles, stones or boulders: 0.0 percent
Depth to restrictive feature: 39 to 49 inches to paralithic bedrock; 39 to 79 inches to lithic bedrock
Drainage class: Well drained
Capacity of the most limiting layer to transmit water (Ksat): Low to moderately high (0.01 to 0.20 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None

Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water supply, 0 to 60 inches: Low (about 5.9 inches)

Interpretive groups

Land capability classification (irrigated): 7e
Land capability classification (nonirrigated): 7e
Hydrologic Soil Group: C
Ecological site: F018XI202CA - Deep Thermic Steep Hillslopes
Hydric soil rating: No

Description of Gopheridge

Setting

Landform: Hills
Landform position (two-dimensional): Shoulder, backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Colluvium over residuum derived from metavolcanics

Typical profile

Oi - 0 to 0 inches: slightly decomposed plant material
A - 0 to 3 inches: loam
BA - 3 to 6 inches: loam
Bt1 - 6 to 12 inches: loam
Bt2 - 12 to 23 inches: extremely gravelly clay loam
R - 23 to 79 inches: bedrock

Properties and qualities

Slope: 30 to 60 percent
Surface area covered with cobbles, stones or boulders: 0.0 percent
Depth to restrictive feature: 20 to 39 inches to lithic bedrock
Drainage class: Well drained
Capacity of the most limiting layer to transmit water (Ksat): Low to moderately high (0.01 to 0.20 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water supply, 0 to 60 inches: Low (about 3.0 inches)

Interpretive groups

Land capability classification (irrigated): 8
Land capability classification (nonirrigated): 8
Hydrologic Soil Group: D
Ecological site: F018XI201CA - Moderately Deep Thermic Foothills
Hydric soil rating: No

Description of Motherlode

Setting

Landform: Hills
Landform position (two-dimensional): Backslope, footslope
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Colluvium over residuum derived from metavolcanics

Typical profile

A - 0 to 4 inches: loam
BA - 4 to 8 inches: loam
Bt1 - 8 to 20 inches: loam
Bt2 - 20 to 29 inches: very gravelly clay loam
Bt3 - 29 to 38 inches: gravelly loam
Bt4 - 38 to 48 inches: loam
BC - 48 to 56 inches: loam
R - 56 to 79 inches: bedrock

Properties and qualities

Slope: 30 to 60 percent
Surface area covered with cobbles, stones or boulders: 0.0 percent
Depth to restrictive feature: 39 to 59 inches to paralithic bedrock; 39 to 59 inches to lithic bedrock
Drainage class: Well drained
Capacity of the most limiting layer to transmit water (Ksat): Low to high (0.01 to 2.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water supply, 0 to 60 inches: Moderate (about 8.8 inches)

Interpretive groups

Land capability classification (irrigated): 7e
Land capability classification (nonirrigated): 7e
Hydrologic Soil Group: C
Ecological site: F018XI202CA - Deep Thermic Steep Hillslopes
Hydric soil rating: No

Minor Components

Rock outcrop, metavolcanic

Percent of map unit: 2 percent
Landform: Hills
Hydric soil rating: No

7091—Trabuco-Jasperpeak-Rock outcrop complex, 8 to 30 percent slopes

Map Unit Setting

National map unit symbol: 2z5lq
Elevation: 1,100 to 3,580 feet
Mean annual precipitation: 21 to 39 inches
Mean annual air temperature: 55 to 61 degrees F
Frost-free period: 190 to 315 days

Farmland classification: Not prime farmland

Map Unit Composition

Trabuco and similar soils: 55 percent
Jasperpeak and similar soils: 24 percent
Rock outcrop, metavolcanic: 11 percent
Minor components: 10 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Trabuco

Setting

Landform: Hills
Landform position (two-dimensional): Backslope, footslope
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Colluvium over residuum derived from metavolcanics

Typical profile

A - 0 to 5 inches: cobbly loam
BAt - 5 to 12 inches: cobbly clay loam
2Bt1 - 12 to 26 inches: gravelly clay
2Bt2 - 26 to 36 inches: clay
2BCt - 36 to 55 inches: clay loam
2Crt - 55 to 65 inches: bedrock

Properties and qualities

Slope: 8 to 30 percent
Surface area covered with cobbles, stones or boulders: 10.0 percent
Depth to restrictive feature: 6 to 18 inches to abrupt textural change; 39 to 59 inches to paralithic bedrock
Drainage class: Well drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Low to moderately low (0.01 to 0.06 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water supply, 0 to 60 inches: Very low (about 1.8 inches)

Interpretive groups

Land capability classification (irrigated): 7e
Land capability classification (nonirrigated): 7e
Hydrologic Soil Group: D
Ecological site: F018XI205CA - Thermic Granitic Foothills
Hydric soil rating: No

Description of Jasperpeak

Setting

Landform: Hills
Landform position (two-dimensional): Summit, shoulder
Landform position (three-dimensional): Crest
Down-slope shape: Convex
Across-slope shape: Convex

Parent material: Residuum weathered from metavolcanics

Typical profile

A - 0 to 3 inches: very gravelly sandy loam
2Bt - 3 to 12 inches: extremely gravelly loam
2Rt - 12 to 79 inches: bedrock

Properties and qualities

Slope: 8 to 30 percent
Depth to restrictive feature: 10 to 20 inches to lithic bedrock
Drainage class: Well drained
Runoff class: Medium
Capacity of the most limiting layer to transmit water (Ksat): Low to high (0.01 to 2.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water supply, 0 to 60 inches: Very low (about 0.7 inches)

Interpretive groups

Land capability classification (irrigated): 8
Land capability classification (nonirrigated): 8
Hydrologic Soil Group: D
Ecological site: F018XI200CA - Low Elevation Foothills
Hydric soil rating: No

Description of Rock Outcrop, Metavolcanic

Setting

Landform: Hills
Landform position (three-dimensional): Crest

Interpretive groups

Land capability classification (irrigated): 8
Land capability classification (nonirrigated): 8

Minor Components

Loafercreek

Percent of map unit: 7 percent
Landform: Hills
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: F018XI201CA - Moderately Deep Thermic Foothills
Hydric soil rating: No

Mined land

Percent of map unit: 3 percent
Landform: Hills

Rb—Riverwash and tailings

Map Unit Setting

National map unit symbol: hk2x
Elevation: 310 to 3,500 feet
Mean annual precipitation: 12 to 45 inches
Mean annual air temperature: 55 to 63 degrees F
Frost-free period: 150 to 275 days
Farmland classification: Not prime farmland

Map Unit Composition

Riverwash: 50 percent
Tailings: 49 percent
Minor components: 1 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Riverwash

Setting

Landform: Channels, flood plains
Parent material: Mixed alluvium

Typical profile

C - 0 to 6 inches: extremely gravelly sand
C - 6 to 60 inches: stratified gravelly sand to extremely gravelly coarse sand

Properties and qualities

Slope: 0 to 4 percent
Drainage class: Well drained
Runoff class: Very high
Depth to water table: About 0 to 24 inches
Frequency of flooding: Frequent

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 8w
Ecological site: R017XY903CA - Stream Channels and Floodplains
Hydric soil rating: Yes

Description of Tailings

Setting

Landform: Stream terraces
Parent material: Mixed alluvium

Typical profile

C - 0 to 60 inches: fragmental material

Properties and qualities

Slope: 0 to 5 percent
Drainage class: Well drained
Runoff class: Very high
Frequency of flooding: Rare

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 8s
Hydric soil rating: No

Minor Components

Rock wasteland

Percent of map unit: 1 percent
Landform: Stream terraces
Hydric soil rating: No

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Appendix C – Class III Inventory/ Phase I Survey Report

PHASE I SURVEY
FOR THE MARIPOSA CREEK PARKWAY PHASE III HILLSIDE TRAILS PROJECT, MARIPOSA COUNTY, CALIFORNIA

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MANAGEMENT SUMMARY

This report documents the results of a Phase I survey for the Mariposa Creek Parkway Phase III Hillside Trails Project (Project). The Project is within Mariposa County, directly southwest of the city of Mariposa. This places the Project on the foothills of the Sierra Nevada range, as illustrated on the Mariposa USGS 7.5-minute topographic quadrangle. The proposed Project consists of approximately 12.3 miles (mi.) of nature trails branching off the planned Phase III section of the Mariposa Creek Parkway Trail. Elevations within the Project area, which contains steep slopes, range from 2,000 feet (ft.) above mean sea level (amsl) to 2,540 ft. amsl.

ASM Affiliates (ASM) conducted this study, with Director Peter A. Carey, MA, RPA, serving as principal investigator. Senior Archaeologist Dustin Merrick, MA, RPA, was a contributing author of this report. The study was undertaken to assist with compliance with the California Environmental Quality Act (CEQA).

To determine whether the Project site had been previously surveyed for cultural resources, and/or whether any such resources were known to exist within or near to it, staff of the Central California Information Center (CCIC) conducted an archival records search on March 14, 2024. According to the CCIC, three previous studies (MP-08710, MP-8988, MP-9258) have been conducted within the Project site, and 36 previous studies were identified within the 0.5-mi. buffer. Based on CCIC data, approximately 5 percent of the Project site has been previously surveyed. All of these studies are less than 10 years old. The CCIC results identified no previously recorded cultural resources within the Project site. A total of 80 previously recorded cultural resources were identified within the 0.5-mi. buffer, with the nearest located less than 0.1 mi. from the Project site.

Geoarchaeological review of the Project site indicates that the Project site is unlikely to contain buried deposits. Historic aerial and topographic map review shows the Project site has had minimal development which occurred beginning in 1945.

A Phase I survey of the Project site was conducted by ASM Associate Archaeologist Robert Azpitarte, BA, and Assistant Archaeologist Daniel Ware, BA, conducted the fieldwork., from July 31 to August 2, 2024. Parallel survey transects spaced at 15 meters (m) apart were employed for the survey. The proposed Project consists of nature trails branching off the planned Phase III section of the Mariposa Creek Parkway Trail. The Project site consists largely of undeveloped land as well as unpaved and paved roads. Visibility for the Project site ranged from fair (approximately 50 percent) to poor (approximately 15 percent) with the exception of the northeastern and northwestern portions of the Project site which were too steep and vegetated to survey. Visibility was obscured by native and non-native vegetation. Two prospect pits (MAR-SITE-1 and MAR-SITE-2) and a collapsed structure (MAR-STRUCTURE-1) were observed within the Project site. No other cultural resources of any kind were observed within the Project site.

Two prospect pits (MAR-SITE-1 and MAR-SITE-2) and a collapsed structure (MAR-STRUCTURE-1) were observed within the Project site; however, the Project site remained largely undeveloped as far back as 1983, and there is no evidence that these resources meet the 50-year-

old age requirement to be considered historical resources under CEQA. No other cultural resources of any kind were observed within the Project site.

Based on the above analyses and findings, ASM recommends a finding of ***less-than-significant impact*** under CEQA. It is further recommended that, in the unlikely event that cultural resources are identified during Project construction, work be halted within a 100 ft. radius of the find and a qualified archaeologist be contacted to evaluate the newly discovered resource. Appropriate project conditions and mitigation measures should be adopted by the lead agency to reduce those impacts to less than significant.

1. INTRODUCTION AND REGULATORY CONTEXT

ASM Affiliates (ASM) was retained by the Provost and Pritchard Consulting Group to conduct an intensive Phase I cultural resources survey for the Mariposa Creek Parkway Phase III Hillside Trails Project (Project), Mariposa County, California. The study was undertaken to assist with compliance with the California Environmental Protection Act (CEQA) with the County of Mariposa acting as the CEQA lead agency. The investigation was conducted, specifically, to ensure that significant impacts to historical resources do not occur as a result of Project construction.

This current study included:

- A background records search and literature review to determine if any known cultural resources were present in the project zone and/or whether the area had been previously and systematically studied by archaeologists;
- An on-foot, intensive inventory of the Project site to identify and record previously undiscovered cultural resources and to examine known sites; and,
- A preliminary assessment of any such resources found within the subject property.

Director Peter A. Carey, MA, RPA, served as principal investigator. Senior Archaeologist Dustin Merrick, MA, RPA, was a contributing author of this report. Associate Archaeologist Robert Azpitarte, BA, and Assistant Archaeologist Daniel Ware, BA, conducted the fieldwork.

This document constitutes a report on the Phase I survey. Subsequent chapters provide background to the investigation, including historic context studies; the findings of the archival records search; a summary of the field surveying techniques employed; and the results of the fieldwork. We conclude with management recommendations for the Project.

1.1 PROJECT LOCATION

The Project is within Mariposa County, directly southeast of the city of Mariposa. This places the Project on the foothills of the Sierra Nevada range. The Project is within an unsectioned portion of the Mariposa USGS 7.5-minute topographic quadrangle. The proposed Project site consists of undeveloped lands adjacent to residential properties. Elevations within the Project area, which contains steep slopes, range from 2,000 feet (ft.) above mean sea level (amsl) to 2,540 ft. amsl.

1.2 PROJECT DESCRIPTION

The Hillside Trails Project proposes to construct approximately 12.3 miles (mi.) of nature trails branching off the planned Phase III section of the Mariposa Creek Parkway Trail. The total Project area consists of approximately 235 acres (ac.). Trail widths would vary from 3 to 8 ft. The intent of the proposed Hillside Trails Project is to bring a balance of adventure and tranquility to the area.

The new trails would be divided into four segments based on their location and intended purpose. These lengths are an estimate and include the following:

Front Country Trails

- 0.8 mi. and 1.6 mi. stacked loops from the Mariposa Creek Parkway
- Trail running grades 5–7 percent

Destination Trails

- 1.6 mi. trail from Mariposa Creek Parkway up to overlook
- 2.8 mi. trail from Mariposa Creek Parkway up to highpoint of the site
- Trail running grade 5–8 percent
- Opportunity for more technically challenging trails

Oak Woodland Trails

- 1.6 mi. woodland loop from proposed trailhead
- 0.7 mi. trail from proposed trailhead up to high point of the site
- Trail running grades <5 percent
- Opportunity for more accessible trails

Park Trails

- 2.5 mi. loop option from the County Park
- 1.9 mi. trail from County Park to overlook
- Trail running grade 4–8 percent

Trail Amenities and Features

The proposed Project would include various amenities and features within the trail system. They are anticipated to include the following if possible:

- Shaded benches
- Scenic viewpoints
- Restrooms with drinking fountains
- Ecological restoration areas
- Educational signage
- Pet facilities (i.e., waste bags and waterspouts)
- Americans with Disabilities Act (ADA) accessible routes
- Bike racks and repair station
- Isolated meditation areas
- Swing benches
- Large gathering spaces with table seating
- Exercise stations

- Outdoor classroom
- Bike jumps
- Bird blinds
- Ropes course
- Hitching post
- Parking
- Conservation zones

Zone Amendment

The Project may require a zone amendment for the Project parcels that are currently not zoned Public Quasi-Public.

1.3 REGULATORY CONTEXT

1.3.1 California Environmental Quality Act

CEQA is applicable to discretionary actions by state or local lead agencies. Under CEQA, lead agencies must analyze impacts to cultural resources. Significant impacts under CEQA occur when "historically significant" or "unique" cultural resources are adversely affected, which occurs when such resources could be altered or destroyed through Project implementation. Historically significant cultural resources are defined by eligibility for or by listing in the California Register of Historical Resources (CRHR).

CEQA Guidelines Section 15064.5 defines historical resources as:

1. A resource listed in, or determined to be eligible by the State Historical Resources Commission, for listing in the CRHR (Pub. Res. Code § 5024.1, Title 14 CCR, Section 14 CCR, Section 4850 et seq.).
2. A resource included in a local register of historical resources, as defined in section 5020.1(k) of the Public Resources Code or identified as significant in a historical resource survey meeting the requirements section 5024.1(g) of the Public Resources Code, shall be presumed to be historically or culturally significant. Public agencies must treat any such resource as significant unless the preponderance of evidence demonstrates that it is not historically or culturally significant.
3. Any object, building, structure, site, area, place, record, or manuscript which a lead agency determines to be historically significant or significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California may be considered to be a historical resource, provided the lead agency's determination is supported by substantial evidence in light of the whole record. Generally, a resource shall be considered by the lead agency to be "historically significant" if the resource meets the criteria for listing in the CRHR (Pub. Res. Code, § 5024.1, Title 14 CCR, Section 14 CCR, Section 4852)
4. The fact that a resource is not listed in, or determined to be eligible for listing in the CRHR, not included in a local register of historical resources (pursuant to section 5020.1(k) of the Public Resources Code), or identified in an historical resources survey

> (meeting the criteria in section 5024.1(g) of the Public Resources Code) does not preclude a lead agency from determining that the resource may be a historical resource as defined in Public Resources Code sections 5020.1(j) or 5024.1.

Unique resources under CEQA are those that represent:

> An archaeological artifact, object, or site about which it can be clearly demonstrated that, without merely adding to the current body of knowledge, there is a high probability that it meets any of the following criteria:
>
> (1) Contains information needed to answer important scientific research questions and that there is a demonstrable public interest in that information.
> (2) Has a special and particular quality such as being the oldest of its type or the best available example of its type.
> (3) Is directly associated with a scientifically recognized important prehistoric or historic event or person (PRC § 21083.2(g)).

Preservation in place is the preferred approach under CEQA to mitigating adverse impacts to significant or unique cultural resources.

1.3.2 California Register of Historical Resources Significance Criteria

The CRHR program encourages public recognition and protection of resources of architectural, historical, archeological, and cultural significance, identifies historical resources for state and local planning purposes, determines eligibility for state historic preservation grant funding and affords certain protections under CEQA.

To be eligible for listing in the CRHR, a resource must satisfy at least one of the following four criteria:

1. It is associated with events that have made a significant contribution to the broad patterns of local or regional history or the cultural heritage of California or the United States.
2. It is associated with the lives of persons important to local, California, or national history.
3. It embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master or possesses high artistic values.
4. It has yielded, or has the potential to yield, information important to the prehistory or history of the local area, California, or the nation.

Historical resources eligible for listing in the CRHR must meet at least one of the criteria of significance described above and retain enough of their historic character or appearance to be recognizable as historical resources and to convey the reasons for their significance. For the purposes of eligibility for CRHR, integrity is defined as "the authenticity of an historical resource's physical identity evidenced by the survival of characteristics that existed during the resource's period of significance" (California Office of Historic Preservation 2001). This general definition

is strengthened by the more specific definition offered by the National Register of Historic Places (NRHP)—the criteria and guidelines on which the CRHR criteria and guidelines are based upon. In 2012, the California Office of Historic Preservation clarified that the intent of the CRHR regulations is to be the same as the NRHP (California Department of Transportation 2012).

1.3.3 Integrity

To be eligible for listing in the CRHR a property must retain sufficient integrity to convey its significance. The NRHP publication *How to Apply the National Register Criteria for Evaluation*, establishes how to evaluate the integrity of a property: "Integrity is the ability of a property to convey its significance" (National Park Service, National Register of Historic Places 1998). The evaluation of integrity must be grounded in an understanding of a property's physical features and how they relate to the concept of integrity. Determining which of these aspects are most important to a property requires knowing why, where, and when a property is significant. To retain historic integrity, a property must possess several, and usually most, aspects of integrity:

1. **Location** is the place where the historic property was constructed or the place where the historic event occurred.
2. **Design** is the combination of elements that create the form, plan, space, structure, and style of a property.
3. **Setting** is the physical environment of a historic property and refers to the character of the site and the relationship to surrounding features and open space. Setting often refers to the basic physical conditions under which a property was built and the functions it was intended to serve. These features can be either natural or manmade, including vegetation, paths, fences, and relationships between other features or open space.
4. **Materials** are the physical elements that were combined or deposited during a particular period or time, and in a particular pattern or configuration to form a historic property.
5. **Workmanship** is the physical evidence of crafts of a particular culture or people during any given period of history or prehistory and can be applied to the property as a whole, or to individual components.
6. **Feeling** is a property's expression of the aesthetic or historic sense of a particular period of time. It results from the presence of physical features that, when taken together, convey the property's historic character.
7. **Association** is the direct link between the important historic event or person and a historic property.

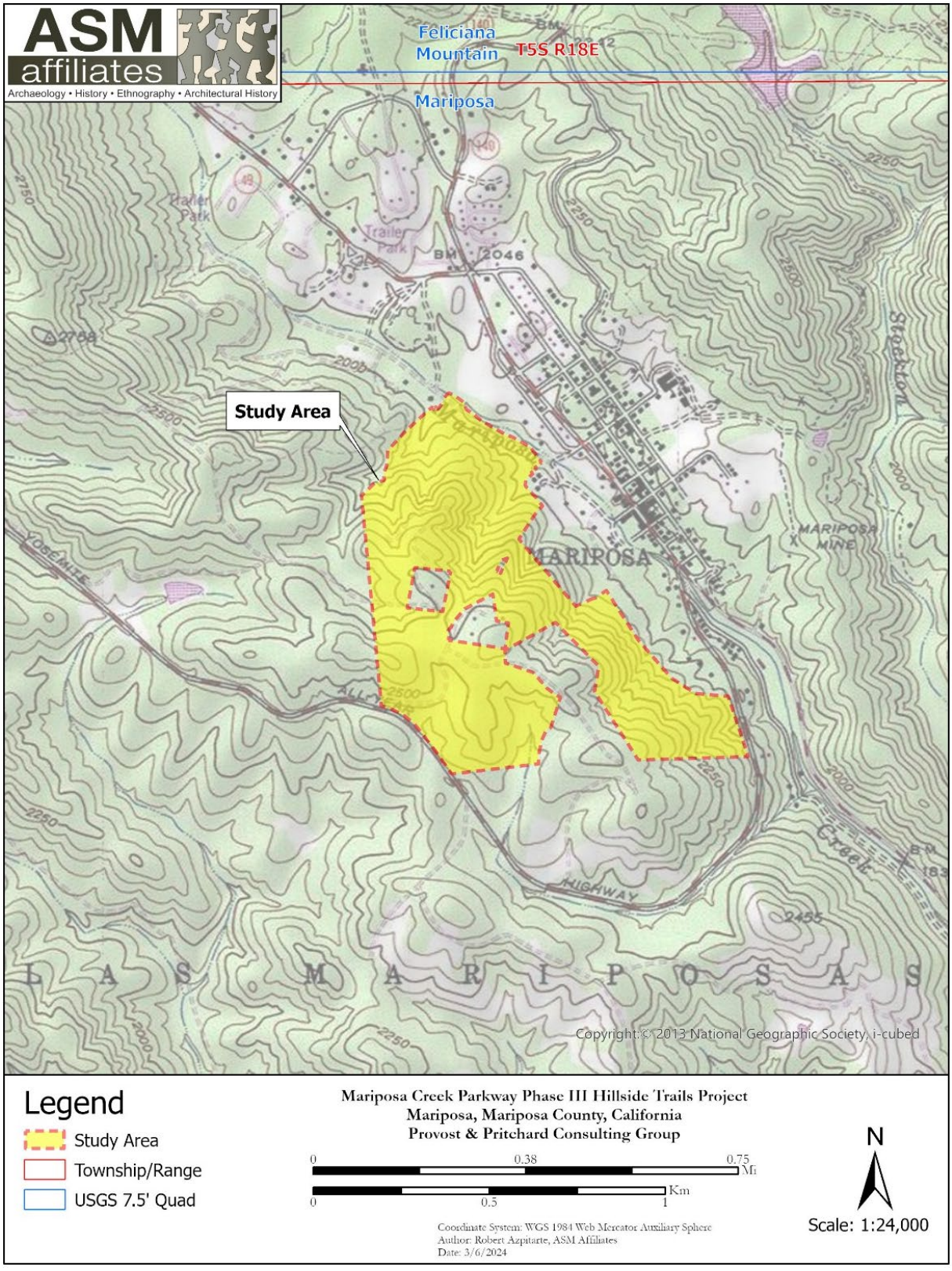

Figure 1. Location of the Mariposa Creek Parkway Phase III Hillside Trails Project Site, Mariposa County, California.

2. ENVIRONMENTAL AND CULTURAL BACKGROUND

2.1 ENVIRONMENTAL BACKGROUND

2.1.1 Environmental Setting

The Project area is directly southeast of the city of Mariposa in the western foothills of the Sierra Nevada range. As previously noted, the average elevation of the Project site is approximately 2,250 ft. amsl with slopes ranging between 3 and 60 percent. Bounded to the north-northeast by Mariposa Creek, and to the east, south, and west by the sinuous route of California Highway 140 (CA-140), the Project site is characterized by hillslopes, streams, and historic era-modern deposits associated with mining activities. In addition to Mariposa Creek, Buckeye Creek is within the southern portion of the Project site, and Stockton Creek is roughly 0.9 mi. east of the Project site. The Melones Fault bisects the Project area and is oriented roughly northwest-to-southeast. As outlined below, soils in the Project area formed between the Pre-Quaternary Period (>1.9 my) and the Historic era/modern period (150 years before present [YBP]).

2.1.2 Geology and Geomorphology

The geology of the Project area consists of Jurassic and Pre-Cretaceous deposits separated by the northwest-to-southeast trending Melones Fault (USGS 1985). One of the major tectonic features of the western Sierra Nevada Range, the Melones Fault is characterized by lenses of serpentine, quartz veins, and intensely sheared rocks (Konigsmark 2002:47). The Project site is composed of Jurassic Period metasedimentary rocks (Jms) and Jurassic Period metavolcanic rocks (Jmu) west of the Melones Fault, and Pre-Cretaceous Period metamorphosed ultramafic rocks (pKmv) east of the Melones Fault. Mariposa Mine is roughly 0.5 mile east of the Project site and is associated with pKmv deposits (USGS 1985).

2.1.3 Soils

Soils in the Project site were identified through the U.S. Department of Agriculture's National Resource Conservation Service (USDA-NRCS 2019) Soil Survey Geographic (SSURGO) soil data. Soils in the Project site consist of alluvium, colluvium, residuum, and historic era/modern mining deposits. The dates provided below largely originate from Rosenthal and Meyer (2004: Appendix D). Several soil types (Gardellones, Gopheridge, Motherlode, Jasperpeak) were not included in Rosenthal and Meyer's (2004) geoarchaeological overview. Based on their degree of soil development, and geomorphic location, these soil types at minimum pre-date the Holocene epoch. Aside from mined land, soil types accounting for less than five percent of the Project site were not included. Moving roughly north to south across the Project site, soil map units are as follows:

- Riverwash and Tailings (Historic-modern; <150 YBP);
- Gardellones; (Pre-Holocene; >11,500 YBP);
- Gopheridge; (Pre-Holocene; >11,500 YBP);

- Motherlode; (Pre-Holocene; >11,500 YBP);
- Trabuco; (Pre-Quaternary; >1.9 my);
- Jasperpeak (Pre-Holocene; >11,500 YBP);
- Rock outcrop (Pre-Quaternary; >1.9 my);
- Loafercreek (Pre-Quaternary; >1.9 my);
- Mined Land (Historic-modern; <150 YBP);

The youngest soil type within the Project site consists of alluvial deposits mapped as Riverwash and Tailings (USDA-NRCS 2019). These deposits are in the northeastern portion of the Project site, and account for roughly 7.58 acres of the Project site. Flanking Mariposa Creek, Riverwash and Tailings formed during the Historic era/modern period and are largely associated with mining activities. Aside from mining land, the remaining soil types consist of colluvium and residuum, and pre-date the Holocene epoch. Mining land is mapped as accounting for three percent of the Project site and is likely associated with tailing piles. Prospect Sites 1 and 2 are in the southern portion of the Project site and are associated with hillslopes marked by Loafercreek-Gopheridge soil complex.

2.1.4 Buried Site Sensitivity

As outlined above, most of the deposits in the Project site formed prior to the peopling of the region and have low to very low buried site potential (Rosenthal and Meyer 2004: Appendix D). The exception to this pattern centers on the historic era-modern deposits (Riverwash and Tailings) that flank Mariposa Creek. These deposits account for roughly 7.58 acres of the Project site and have moderate potential for buried sites (Rosenthal and Meyer 2004:108, Table 20).

2.2 ETHNOGRAPHIC BACKGROUND

Mariposa is within the territory of the Southern Sierra Miwok (alternatively Me-Wuk or Miwuk). The Sierra Miwok, members of the Penutian language group (Levy 1978), occupied the territory between the Mokelumne and Fresno rivers, as well as the full width of the west slope of the Sierra Nevada range, from the edge of the Central Valley to the Sierra crest (Moratto 1984:290).

The socio-political structure of the Southern Sierra Miwoks is based on the patrilineal joint family acting as an independent autonomous political unit (Kroeber 1925; Levy 1978). The men of the lineage remained at their ancestral home, bringing their wives to live with them, and sending their daughters and sisters to their husbands' homes. The patriarch, as head of the unit, was chief. Chieftainship was normally passed down directly from father to eldest son. As a land-owning group, the lineage-maintained lands were shared in common by all members of the family unit.

The Sierra Miwok lived in permanent settlements of "10 or 15 to several hundred people," usually on the southern exposure of ridges or knolls and close to water sources (Moratto 1984:290). The larger, main villages generally consisted of family dwellings, acorn granaries, bedrock mortars, a sweat house, a headman's house, and a ceremonial structure. The main villages were usually surrounded by smaller settlements related by kinship and economic ties to the primary village.

Dwellings were conical, ranging from 8 to 15 feet in diameter, and covered by slabs of cedar bark, or bark from other conifers (Levy 1978). Each dwelling had a shallow dirt fireplace in its center for warmth and light. Most cooking was done in the earth oven located next to the fire. The oven was often a simple pit, 12 to 18 inches deep by as many inches wide. Food was cooked, baked, or steamed by placing hot stones among the cooking items; acorn bread, greens, bulbs, corms (short, thick, solid, food-storing underground stems), meat, and fish.

Subsistence was gained by harvesting plants, hunting, and fishing (Moratto 1984:290). Important staple items included black and golden oak acorns, buckeye nuts, and pine nuts. Additionally, snares, traps, nets, and bow and arrows were used to hunt mule deer, pronghorn, black bear, rabbits, quail, and pigeons. Salmon, trout, suckers, whitefish, and sturgeon were caught by hook, net, trap, poison, and captured by hand.

The influx of outsiders to the central Sierra region during the Gold Rush period resulted in a major disruption for the Miwoks and their way of life. Within a decade, introduced diseases, environmental damage, and cultural conflicts with the outsiders had decimated much of the population. Despite this calamity, some tribal members managed to survive and have continued their cultural traditions.

2.3 PRE-CONTACT ARCHAEOLOGICAL BACKGROUND

The prehistory of the Sierra Nevada Mountains has been described in detail by Moratto (1984) who places Mariposa and the nearby Yosemite Valley in the central Sierran archaeological subregion, encompassing the watersheds of the Cosumnes, Mokelumne, Calaveras, Stanislaus, Tuolumne, Merced, Chowchilla, and Fresno rivers (Moratto 1984:288). Evidence indicates that Yosemite Valley has been inhabited for as long as 4000 to 6000 YBP. In addition, archaeological sites in the vicinity of El Portal indicate that the Merced River canyon may have been inhabited as early as 9,500 years ago (NPS 2022). Substantial additional evidence of early occupation is found in the central valley, especially to the southwest around Tulare Lake, where a number of sites are known to date to the *Paleoindian Period*, circa 12,500 to 9000 YBP.

Less evidence for early occupation has then been found at higher elevations, off the valley floor, a circumstance which may be due to preservation issues or potentially the changing nature of land-use during early pre-contact times. In general terms at least occasional use of the Sierra and foothills occurred during the *Early* and *Middle Archaic*, circa 9000 to 4000 YBP, as signaled by discoveries of characteristic projectile points or spear points. Substantial occupation had occurred by the *Late Archaic* (4000 to 1500 YBP) and *Late Prehistoric* (1500–150 YBP) periods, however, Moratto (1984) has defined a cultural sequence for these periods at the Buchanan Reservoir/Eastman Lake, about 12 mi. due south of Cathey's Valley, that is pertinent to the Project location.

Moratto's *Chowchilla Phase* (2300 YBP to 1700 YBP) is characterized by a few relatively large villages near rivers, with a corresponding large population size. Subsistence appears to have followed a generalized hunting and gathering pattern with little specialization. Trade occurred both with Great Basin groups to the east, and the lowland populations in the Central Valley to the west. This phase appears to represent a widespread expansion of populations across many California

environments and an increase in population size which occurred during the Late Archaic period in many parts of the state (Whitley 2000). At least initially, this was associated with (and may have been at least partly influenced by) favorable climatic conditions at the beginning of this period, known as the Mid-Holocene Optimum.

The *Raymond Phase* (1700–500 YBP) experienced a diminution in villages and population sizes and a fall-off in trade, but an increasing reliance on acorn processing in subsistence practices. This phase appears to correlate with sub-optimal climatic conditions that started with the so-called Medieval Climatic Anomaly, which was a period of drought, followed by the Little Ice Age, characterized by colder temperatures.

The *Madera Phase* (500–150 YBP) represents the lifeways recorded for the Miwok ethnographically. It was marked by large villages near rivers and smaller settlements dispersed in the hinterlands, large population size, intensive exploitation of the acorn, and the appearance of Brownware ceramics.

2.4 HISTORICAL BACKGROUND

Some of the earliest nonindigenous explorations of the Sierra Nevada mountains include Euro-American explorers and fur trappers such as Jedediah Smith, Kit Carson, and Joseph Walker. The earliest of these nonindigenous expeditions and explorations took place in 1827 with Jedediah Smith and continued into the 1840s with small group expeditions trekking across the Sierra Nevada. Cartographers and explorers continued to explore the Sierra Nevada throughout the late nineteenth and early twentieth centuries, with Yosemite Valley becoming the first federally protected region of the Sierra in 1864 (Farquhar 1925).

The discovery of gold in northern California in 1848 resulted in a dramatic increase in population, consisting of a good portion of fortune seekers and gold miners who began to scour other parts of the state. After 1851, when gold was discovered in the Sierra Nevada mountains in eastern Kern County, the area's population snowballed. In California in 1848, with the exclusion of indigenous inhabitants, the population was 10,000 residents, and in just over five years, that number increased to 250,000 residents (Dilsaver 1983). Some new immigrants began ranching in the San Joaquin Valley to supply the miners and mining towns. Ranchers grazed cattle and sheep, and farmers dry-farmed or used limited irrigation to grow grain crops, leading to the creation of small agricultural communities throughout the valley (JRP Historical Consulting 2009).

The general area that would become Mariposa was originally encountered in September 1806 during the expedition of Lieutenant Gabriel Moraga of the Mexican Army, which bestowed the name Las Mariposas (The Butterflies) on the region because of the incredible number of monarch butterflies they encountered. The Merced River, El Rio Nuestra Senora de la Merced (The River of Our Lady of Mercy), also was named by Lieutenant Moraga when he and his soldiers had just completed a 40-mi. march (Cook 1960). The first American to make a mark in Mariposa County history was the frontier explorer John C. Frémont. In 1847, Thomas O. Larkin inadvertently purchased the Rancho Las Mariposas instead of Rancho Santa Cruz for Frémont from the Mexican government. Frémont was at first upset with the accidental purchase of this seemingly worthless, isolated Indian land that lacked any farms or ranchlands; however, he changed his tune when gold

was discovered the following year. Mariposa turned out to be at the southern end of the mother lode and settlers soon inundated the area (Yosemite Mariposa County Tourism Bureau 2022).

Mariposa was originally founded as a mining camp on Agua Fría Creek approximately 6 mi. west of present-day Mariposa. The town was moved to its current location in 1850 due to dwindling gold returns in Agua Fría Creek and frequent fires and flooding. The Frémont adobe, built as Frémont's office in 1850, was one of the first permanent structures in the new town that would become the county seat of Mariposa County the following year. The Mariposa courthouse was constructed in 1854 and is still in operation (Durham 1998). The town has many additional structures, a few of which are the Mariposa Meat Market (1859), the Bogan Building (1850s), the International Order of Oddfellows (I.O.O.F.) Hall (1855), and the Capitol Saloon (1867). The Masonic Hall was constructed in 1851 and, after fires in 1858 and 1866, the hall was rebuilt again in 1917. It has been recently renovated. The present-day Mariposa Hotel was originally Gallison's Hotel housed in the Stolder Building from 1877 until it burned in 1887. It was rebuilt in 1901. (Gallucci n.d.).

While tourism has played a part in the economy of Mariposa since the 1870s, it wasn't until the route now known as CA-140 was completed in 1926 that it really took off. For the first time, Yosemite travelers were passing through the heart of Mariposa. At the same time, the increasing affordability of automobiles meant that more people than ever were able to travel at their leisure (Yosemite Mariposa County Tourism Bureau 2022). Tourism still plays a major role in Mariposa's economy, with over 50 percent of the population employed in tourism-related industries (DataUSA 2020).

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3. ARCHIVAL RECORDS SEARCH

3.1 ARCHIVAL RECORDS SEARCH

To determine whether the Project site had been previously surveyed for cultural resources, and/or whether any such resources were known to exist within or near to it, staff of the Central California Information Center (CCIC) conducted an archival records search on March 14, 2024. The records search was completed to determine: (i) if pre-contact or historic-era cultural resources had previously been recorded within the Project site; (ii) if the Project site had been systematically surveyed by archaeologists prior to the initiation of this fieldwork; and/or (iii) whether the area surrounding the proposed Project was known to contain archaeological sites or built environment resources and to thereby be culturally sensitive. Records examined included archaeological site files and maps, the National Register of Historic Places, Historic Property Data File, California Inventory of Historic Resources, and the California Points of Historic Interest. The records search included the Project site and a 0.5-mi. buffer.

According to the CCIC, three previous studies (MP-08710, MP-8988, MP-9258) have been conducted within the Project site, and 36 previous studies were identified within the 0.5 mi. buffer (Table 1). Based on CCIC data, approximately 5 percent of the Project site has been previously surveyed. All of these studies are less than 10 years old.

The CCIC results identified no previously recorded cultural resources within the Project site. A total of 80 previously recorded cultural resources were identified within the 0.5-mi. buffer, with the nearest located less than 0.1 mi. from the Project site (Table 2). The results of the CCIC records search are available in Confidential Appendix A.

Table 1. Previous Reports

Report #	Year	Author/Organization	Title	Project site Relationship
MP-00507	1978	Napton, L. K./ CSC Stanislaus Institute for Archaeological Research; for Boyle Engineering Corp.	Archaeological Survey of the Proposed Mariposa Wastewater Facilities Project, Mariposa County, California.	Outside
MP-00537	1990	Page, S./ Susan E. Page	Negative Archaeological Survey Report, District 10, Mariposa County, Highway 49 Widening Project	Outside
MP-00553	1979	Rhode, David/ David Rhode -CAL TRANS	Supplementary Archaeological Survey of a Proposed Passing Lane Construction Project on CA-140 in Mariposa County, California 10-Mrp-140 Location 6 (18.9/20.0)	Outside
MP-01967	1979	Rhode, David/ Caltrans District 10	Extended Survey Report of Two Archaeological Sites in a Proposed Passing Lane Location in Mariposa County 10-Mpa-140 Passing Lane 7 (P.M. 22.0/25.1).	Outside

Report #	Year	Author/Organization	Title	Project site Relationship
MP-02085	1993	Peak & Associates, Inc./ Peak & Associates, Inc.	Cultural Resource Assessment of a Proposed Multi-Family Apartment Complex in Mariposa, Mariposa County, California.	Outside
MP-02227	1982	Menderhausen, Ralph R./ Mariposa County Historical Society	Historic Survey Project, Mariposa, California, March 1, 1981 to April 30, 1982, Final Completion Report. (Mariposa County)	Outside
MP-02796	1996	Napton, L. K./ L. K. Napton	Negative Archaeological Survey Report, 10-MP-Joe Howard-Fournier Road, Mariposa County	Outside
MP-03908	1980	Baltich, Michael/ Caltrans District 10	Historic Property Survey Report, Supplemental Data, 10-MPA-140, Locations No. 2, 3, 4, 5 & 8, Between PM 4.2 and 26.0, and 10-MPA-140, Locations No. 7, PM 22.0/25.1	Outside
MP-03910	1979	Rhode, David/ California Department of Transportation District 10	Supplementary Archaeological Survey Report of a Proposed Passing Lane Location in Mariposa County, 10 MPA-140, Passing Lane 7, (P.M. 22.0/25.1)	Outside
MP-04007	2000	Levy, R. S., E. Wulf, and T. Keefe/ Caltrans District 10	Archaeological Survey Report for the Storm Damage Restoration Project on California State CA-140 in Mariposa County, CA 10-MPA-140, KP 54.72-83.36 (PM 34.1/51.8).	Outside
MP-04160	2000	Johnston, S. E./ Caltrans District 10	Historic Property Survey Report and Archaeological Survey Report for the Mariposa Creek Bridge Replacement Project on State Route 49 in Mariposa County, California; 10-MRP-49, PM 17.1/17.5, EA 10 1A8400.	Outside
MP-04301	2001	Davis-King, S./ Davis-King & Associates, for Mariposa County Dept. of Public Works	Historical Resources Survey Report (Positive) for the Mariposa Creek Parkway Phase 2 Pedestrian Improvements Mariposa County, California.	Outside
MP-04700	2001	Busby, Colin I./ Basin Research Associates and William Kostura, Historian	Historic Property Survey Report for Four Proposed Yosemite Area Regional Transportation System (YARTS) Staging Areas on State Route 140: Colorado Road, Midpines Post Office, Triangle Road, and State Route 49 Miners Inn, in Mariposa County.	Outside
MP-04728	1998	Rowney, R./ R. Rowney	CDF Project Review Report for Archaeological and Historical Resources, Long VMP.	Outside
MP-04738	2002	Rowney, R./ R. Rowney	Archaeological Survey Report: Long VMP.	Outside
MP-04986	2003	Varner, D./ Varner Associates, for County of Mariposa Dept. of Public Works	A Cultural Resource Study of the Mariposa Arts Park Site in Mariposa County, California.	Outside

Report #	Year	Author/Organization	Title	Project site Relationship
MP-05025	2003	Varner, D., K. Jacobson, J. Wilson, and S. Winter/ Varner Associates, for County of Mariposa Dept. of Public Works	Archaeological Investigations for the Mariposa Arts Park, Mariposa County, California.	Outside
MP-05750	2005	Billat, L./ EarthTouch Inc.	Historic Property Assessment for the Mariposa/CA-1293B Cellular Facility at 5074 Old Highway North, Mariposa City and County, California.	Outside
MP-05961	2005	Varner, D./ Varner Associates	A Cultural Resources Study of the Griffith Property in Mariposa County, CA	Outside
MP-06106	2006	Varner, D./ Varner Associates	A Cultural Resource Study of the Manzanita Estates Property in Mariposa County, California.	Outside
MP-06416	2007	Varner, D./ Varner Associates, for Dubberke/Lawson, LLC	A Cultural Resource Study for Access Roads and Utilities to Mariposa Town Blocks 12, 16, and 20, in Mariposa County, California.	Outside
MP-06707	2008	Varner, D. M./ Varner Associates, for Lawson Construction	A Cultural Resource Study of Vacant Parcels in the Town of Mariposa, Mariposa County, California.	Outside
MP-07346	2010	Marsh, S./ Sierra National Forest High Sierra Ranger District	Mariposa Storage Shed Demolition; a Sierra National Forest Project Funded through the American Recovery and Reinvestment Act of 2009; Heritage Resource Management Report, R2010051551030.	Outside
MP-07415	2001	Phillips, T./ Mariposa Historical Society	The Fremont Adobe: The Oldest Building in Mariposa. The Mariposa Sentinel, Vol. 44, No. 4: 5	Outside
MP-07417	1998	Pinkerton, S./ Pinkerton, S.	Mariposa Heritage Press Publishes New Booklet on Mariposa's Historic 1858 Jail. The Mariposa Sentinel, Vol. 41, No. 4	Outside
MP-07837	2014	Napton, L. K./ L. Kyle Napton, Historical Resources Consultant, for Mariposa Public Utilities District	Cultural Resources Investigations of the Proposed Mariposa Public Utilities District Wastewater Treatment Facilities Expansion Project, Mariposa County, California	Outside
MP-08153	2015	Napton, L. K./ L. Kyle Napton, Ph.D., Historical Resources Consultant for Mariposa Public Utility District	Final Report: Cultural Resources Investigations of the Proposed Mariposa Public Utility District Wastewater Treatment Facilities Improvement Project, Mariposa County, California	Outside
MP-08154	2015	Supernowicz, D./ Historic Resource Associates for Mariposa Public Utility District	Historic Resource Report of the Mariposa Public Utilities District Wastewater Treatment Facility Project, 4956 Miller Road, Mariposa, Mariposa County, California	Outside

Report #	Year	Author/Organization	Title	Project site Relationship
MP-08710	2017	Whitaker, A., A. Ugan & T. Hildebrandt/ Far Western Anthropological Research Group, Inc. for Caltrans	Director's Orders Hazard Tree Removal Survey and Site Assessment along State Routes 49 and 140, Mariposa County, California, EA 10-1G430	**Within**
MP-08779	2018	Kile, M./ Culturescape for John Hulbert	Letter Report: Phase I Cultural Survey of APN 013-130-045, Mariposa, CA 95338	Outside
MP-08827	2018	Brady, J./ Caltrans	Finding of No Adverse Effect for the Mariposa Crosswalks Project. Mariposa County, California; 10-MPA-140, PM 21.20/22.80, EA: 10-0Y600; Project I.D. 1300 0244	Outside
MP-08827A	2018	Brady, J./ Caltrans	Environmentally Sensitive Area (ESA) and Monitoring Action Plan for the Mariposa Crosswalks Project. Mariposa County, California; 10-MPA-140, PM 21.20/22.80, EA: 10-0Y600; Project I.D. 1300 0244	Outside
MP-08917	2018	Dallas, Herb and Denise Ruzicka/ CAL FIRE	An Archaeological Survey Report and Site Assessment for the Detwiler Incident in Mariposa County, California	Outside
MP-08988	2019	Parker, A. and A. Whitaker/ Far Western Anthropological Research Group, Inc. for Caltrans	Archaeological Survey Report for Director's Orders Hazard Tree Removal in District 10, Amador, Calaveras, Mariposa, Merced, San Joaquin, Stanislaus and Tuolumne Counties, CA	**Within**
MP-09011	2021	Hudlow, S. M./ Hudlow Cultural Resources Associates for Self-Help Enterprises	A Phase I Cultural Resource Survey for Self-Help Enterprises, Mariposa Village Apartments, Mariposa, Mariposa County, California	Outside
MP-09011A	2021	Hudlow, S./Hudlow Cultural Resource Associates	An Additional Phase I Cultural Resource Survey for Self-Help Enterprises, Mariposa Village Apartments, Mariposa, Mariposa County, California	Outside
MP-09112	2019	Whitaker, A./ Far Western Anthropological Research Group, Inc. for Caltrans	Historic Property Survey Report for Caltrans Hazard Tree Removal Project, District 10 Segment 2: Tuolumne and Mariposa Counties, California, State Routes 108, 120, and 140; E-FIS 10-1800-0018, EA 10-1F6423 [Survey area extends in Alpine County]	Outside
MP-09112	2018	Ugan, A. & A. Whitaker/ Far Western Anthropological Research Group, Inc. for Caltrans	Archaeological Survey Report. 2018 Hazard Tree Removal Project, State Route 120, Caltrans District 10, Tuolumne and Mariposa Counties, California	Outside

Report #	Year	Author/Organization	Title	Project site Relationship
MP-09112	2018	Parker, A. & A. Ugan/ Far Western Anthropological Research Group, Inc. for Caltrans	Cultural Resources Monitoring Report. 2018 Hazard Tree Removal Project, State Route 140, Caltrans District 10, and Mariposa County, California	Outside
MP-09147	2020	Hudlow, Scott/ Hudlow Cultural Resource Associates For MRCC Properties, LLC	A Phase 1 Cultural Resource Survey for MRCC Properties, Brown Bear Hotel and Yosemite Conference Center, Mariposa, Mariposa County, California; January 2020; Revised April 2020	Outside
MP-09258	2019	Waechter, S. A./ Far Western Anthropological Research Group, Inc.	Historic Property Survey Report for Director's Orders Hazard Tree Removal Project District 10, Amador, Calaveras, Mariposa, Merced, San Joaquin, Stanislaus and Tuolumne Counties, California, State Routes 4, 5, 12, 26, 49, 88, 108, 120 and 140; E-FIS 10-1600-0133, EA 10-1F6403, Contract 06A2312, Task Order 11	**Within**
MP-09264	2021	Sims, A./ ESA for Wildhaven	Cultural Resources Findings Memorandum for the Wildhaven Yosemite Project	Outside
MP-09802	2024	Martisius, N. and Melinda Pacheco Patrick/ Far Western Anthropological Research Group, Inc. for Caltrans	Archaeological Survey Report for the District 10 Middle-Mile Broadband Initiative Project, State Routes 132 and 140, Mariposa and Tuolumne Counties, California; 10-MPA/TUO-132 PM 0.027/R0.460/3.774/R7.636/18.746; 10-MPA-140 PM 22.08/51.803; Project ID 1022000254, EA 10-1Q210	Outside

Table 2. Previously Recorded Resources

Primary #	Type	Description	Eligibility Status	Project site Relationship
P-22-000816	Prehistoric-era site	Lithic scatter, bedrock milling feature, habitation debris	Determined not eligible	Outside
P-22-001393	Prehistoric-era site	Bedrock milling feature	Determined not eligible	Outside
P-22-001707	Historic-era structure	Fremont Adobe	Determined eligible	Outside
P-22-001708	Historic-era structure	Schlageter Hotel	Determined eligible	Outside
P-22-001710	Historic-era structure	Mariposa County Jail	Determined eligible	Outside
P-22-002016	Historic-era district	Town of Mariposa Historic District	Determined eligible	Outside
P-22-002017	Historic-era structure	Mariposa County High School	Determined eligible	Outside
P-22-002018	Historic-era structure	Mariposa County Courthouse	Determined eligible	Outside
P-22-002024	Historic-era structure	St. Joseph's Catholic Church & Cemetery	Determined eligible	Outside
P-22-002067	Prehistoric-era site	Bedrock milling feature	Unknown	Outside
P-22-002068	Historic-era site	Mining site	Determined ineligible	Outside
P-22-002078	Historic-era structure	4887 Miller Road	Unevaluated	Outside
P-22-002298	Historic-era structure	Gimblin's Law Office	Determined eligible	Outside

Primary #	Type	Description	Eligibility Status	Project site Relationship
P-22-002299	Historic-era site	Mariposa Mine	Determined eligible	Outside
P-22-002301	Historic-era structure	Methodist Church South	Determined eligible	Outside
P-22-002305	Historic-era structure	Gardenia Cantina	Determined eligible	Outside
P-22-002307	Historic-era structure	Opera house	Unevaluated	Outside
P-22-002309	Historic-era structure	May Ballentyne's Doctor's Office	Determined eligible	Outside
P-22-002312	Historic-era structure	Masonic lodge and senior citizens center	Determined eligible	Outside
P-22-002320	Historic-era structure	Historic-era residence	Determined eligible	Outside
P-22-002322	Historic-era structure	Stolder House	Determined eligible	Outside
P-22-002329	Prehistoric site	Howard Rancheria	Unknown	Outside
P-22-002346	Historic-era structure	Dexter House	Determined eligible	Outside
P-22-002348	Historic-era structure	Duff residence	Determined eligible	Outside
P-22-002349	Historic-era structure	Bertken House	Determined eligible	Outside
P-22-002350	Historic-era structure	Lilian McNutt House	Determined eligible	Outside
P-22-002352	Historic-era structure	Schlageter House	Determined eligible	Outside
P-22-002354	Historic-era structure	A.R. Michaels House	Determined eligible	Outside
P-22-002356	Historic-era structure	Farnsworth House	Determined eligible	Outside
P-22-002362	Historic-era structure	Lind House	Determined eligible	Outside
P-22-002379	Historic-era structure	Milburn House	Determined eligible	Outside
P-22-002380	Historic-era structure	Garber House	Determined eligible	Outside
P-22-002382	Historic-era structure	Garber House	Determined eligible	Outside
P-22-002384	Historic-era structure	George Lang House	Not Evaluated	Outside
P-22-002389	Historic-era structure	Trabucco Sporting Goods Store	Determined eligible	Outside
P-22-002390	Historic-era structure	Western Auto	Determined eligible	Outside
P-22-002391	Historic-era structure	El Capitan Saloon	Determined eligible	Outside
P-22-002392	Historic-era structure	Bogan and Company Building	Determined eligible	Outside
P-22-002394	Historic-era structure	Stolder Building	Determined eligible	Outside
P-22-002395	Historic-era structure	Fremont House	Determined eligible	Outside
P-22-002396	Historic-era structure	W.S. Zellers residence	Determined eligible	Outside
P-22-002397	Historic-era structure	Wagon Wheel Restaurant	Determined eligible	Outside
P-22-002398	Historic-era structure	Mariposa Brewery	Determined eligible	Outside
P-22-002408	Historic-era structure	Fournier House	Determined eligible	Outside
P-22-002414	Historic-era structure	Alarid House	Determined eligible	Outside
P-22-002417	Historic-era structure	Emile Trabucco House	Determined eligible	Outside
P-22-002418	Historic-era structure	Pauline Trabucco House	Determined eligible	Outside
P-22-002420	Historic-era structure	Prouty House	Determined eligible	Outside
P-22-002421	Historic-era structure	Bessie McElligott House	Determined eligible	Outside
P-22-002423	Historic-era structure	Counts House	Determined eligible	Outside
P-22-002425	Historic-era structure	Newman House	Determined eligible	Outside
P-22-002427	Historic-era structure	Alta's House	Determined eligible	Outside
P-22-002428	Historic-era structure	Campbell House	Determined eligible	Outside
P-22-002429	Historic-era structure	John L. Dexter Museum	Determined eligible	Outside
P-22-002434	Historic-era structure	Kleiman House	Determined eligible	Outside
P-22-002438	Historic-era structure	Pettis House	Determined eligible	Outside
P-22-002439	Historic-era structure	Pratt House	Determined eligible	Outside
P-22-002440	Historic-era structure	Maguire's	Not evaluated	Outside
P-22-002441	Historic-era structure	Sudreau	Not evaluated	Outside
P-22-002454	Historic-era structure	Yosemite Market	Determined eligible	Outside
P-22-002455	Historic-era structure	Arndke House	Determined eligible	Outside
P-22-002456	Historic-era structure	Gann House	Not evaluated	Outside
P-22-002459	Historic-era structure	Rowlands Shoe Store	Determined eligible	Outside
P-22-002460	Historic-era structure	Trabucco Warehouse	Determined eligible	Outside
P-22-002461	Historic-era structure	Pine Tree Hotel	Determined eligible	Outside

Primary #	Type	Description	Eligibility Status	Project site Relationship
P-22-002462	Historic-era structure	Hull House/ Capitol Saloon/ Reeds Saloon	Determined eligible	Outside
P-22-002464	Historic-era structure	Highway Patrol Office	Determined eligible	Outside
P-22-002465	Historic-era structure	Butterfly Market	Determined eligible	Outside
P-22-002484	Historic-era structure	Bridge 40-02; 5338-0002-0000	Determined ineligible	Outside
P-22-002557	Prehistoric-era site	Bedrock milling feature	Unknown	Outside
P-22-002586	Historic-era site	Refuse scatter, fence	Unknown	Outside
P-22-003200	Historic-era structure	Jones St. Residence	Determined ineligible	Outside
P-22-003495	Historic-era structure	Mariposa Wastewater Treatment Plant	Unevaluated	Outside
P-22-003842	Historic-era site	Mining site	Unknown	Outside
P-22-003852	Historic-era site	Mining site	Unknown	Outside
P-22-003857	Historic-era site	Mining site	Unknown	Outside
P-22-003931	Historic-era structure	Single family property	Unevaluated	Outside
P-22-003932	Historic-era structure	Single family property	Unevaluated	Outside
P-22-003933	Historic-era site	Refuse scatter	Unknown	Outside
P-22-003964	Historic-era structure	Single family property	Unevaluated	Outside

3.2 TRIBAL OUTREACH AND CONSULTAION

As part of the CEQA process, the County of Mariposa conducted Assembly Bill 52 (AB 52) outreach and consultation with interested Tribes. No responses have been received as of the writing of this report. The outreach and consultation documentation are provided in Confidential Appendix B.

3.3 HISTORIC AERIAL AND TOPOGRAPHIC MAPS

Historical topographical maps and aerial imagery that included the Project site were consulted to identify potential historic-era structures or resources. According to USGS topographic quadrangles, historical aerials, Google Earth imagery, and Nationwide Environmental Title Research, the area has undergone minimal development since at least the mid-twentieth century. The 1912 USGS Mariposa 1:125,000 topographic maps depict the Project site as undeveloped with what is now the CA-140 highway surrounding the Project site on the east, south, and west. From 1945 to 1971, the Project site was unchanged according to topographic maps.

Aerial imagery depicts the majority of the Project site as undeveloped lands as far back as 1945. From 1945 to 1983, the Project site changed very little with the only observable change being the development of Martin Road in the 1983 aerial image. The same 1983 aerial depicts the development of two properties directly adjacent to the Project site, along with associated access roads. From 1984 to 2022, the Project site appears in its current form, according to aerial imagery.

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4. METHODS AND RESULTS

4.1 FIELD METHODS

A Phase I survey of the Project site was conducted by ASM Associate Archaeologist Robert Azpitarte and Assistant Archaeologist Daniel Ware, from July 31 to August 2, 2024. The field methods employed included intensive pedestrian examination of the ground surface for evidence of archaeological sites in the form of artifacts, surface features (such as bedrock mortars, historical mining equipment), and archaeological indicators (e.g., organically enriched midden soil, burnt animal bone); the identification and location of any discovered sites, should they be present; tabulation and recording of surface diagnostic artifacts; site sketch mapping; preliminary evaluation of site integrity; and site recording, following the California Office of Historic Preservation Instructions for Recording Historic Resources, using DPR 523 forms. Parallel survey transects spaced at 15 meter (m.) apart were employed for the inventory.

4.2 SURVEY RESULTS

The proposed Project site consists of nature trails branching off the planned Phase III section of the Mariposa Creek Parkway Trail. The Project site consists of largely of undeveloped land as well as unpaved and paved roads. Visibility for the Project site ranged from fair (approximately 50 percent) to poor (approximately 15 percent) with the exception of the northeastern and northwestern portions of the Project site which were too steep and vegetated to survey. Visibility was obscured by native non-native vegetation. Figure 2 and Figure 3 depict general conditions of the surveyable portions of the project site, and Figure 4 and Figure 5 depict areas too steep and/or vegetated to survey. Two prospect pits (MAR-SITE-1 and MAR-SITE-2) and a collapsed structure (MAR-STRUCTURE-1) were observed within the Project site. These resources are described below. No other cultural resources of any kind were observed within the Project site.

Figure 2. Project site overview, facing north.

Figure 3. Project site overview, facing south-southeast.

Figure 4. Example of unsurveyable area, facing southwest.

Figure 5. High vegetation density, facing west.

4.2.1 Newly Recorded Sites

MAR-SITE-1

MAR-SITE-1 is a prospect site located on a wide knoll roughly 660 ft. north-northwest of the intersection of CA-140 and Martin Road. The site measures 83 ft. in diameter and is situated at an elevation of 2,597 ft. amsl (Figure 6).

MAR-SITE-1 consists of three prospect trenches (Trench 1 through Trench 3). A short tailings feature is also associated with MAR-SITE-1. Measurements for these features are presented in Table 3. No diagnostic artifacts were observed. No previous structures or claims appear on historic topographic maps for MAR-SITE-1. Topographic maps from 1912 to 1972 depict the entire Project site as completely undeveloped. The 1983 aerial image depicts the first development within the project site; as such, it is unlikely MAR-SITE-1 is more than 50 years old.

Table 3. MAR-SITE-1, Observed Features

Designation:	Dimensions:
Trench 1	6 ft. long by 3 ft. wide by 2.5 ft. deep
Trench 2	2.5 ft. long by 5 ft. wide by 2 ft. deep
Trench 3	20 ft. long by 3 ft. wide by 3 ft. deep

Figure 6. MAR-SITE-1 overview, facing northeast.

MAR-SITE-2

MAR-SITE-2 is a prospect site located on a wide knoll roughly 1,295 ft. east-southeast from the intersection of CA-140 and Martin Road. The site measures 137.5 ft. in diameter, and it is situated at an elevation of 2,509 ft. amsl (Figure 7).

MAR-SITE-2 consists of two trenches (Trench 1 and Trench 2) and three pits (Pit 1 through Pit 3). A short tailings pile is associated with all features. Measurements for these features are presented in Table 4. No previous structures or claims appear on historic topographic maps for MAR-SITE-2. Topographic maps from 1912 to 1972 depict the entire Project site as completely undeveloped. The 1983 aerial image depicts the first development within the project site; as such, it is unlikely MAR-SITE-2 is more than 50 years old.

Table 4. MAR-SITE-2, Observed Features

Designation:	Dimensions:
Trench 1	8 ft. long by 3 ft. wide by 2 ft. deep
Trench 2	12 ft. long by 4 ft. wide by 4 ft. deep
Pit 1	5 ft. wide by 3 ft. deep
Pit 2	5 ft. wide by 2.5 ft. deep
Pit 3	6 ft. diameter by 2 ft. deep

Figure 7. MAR-SITE-2 overview, facing south-southwest.

MAR-STRUCTURE-1

MAR-STRUCTURE-1 is a collapsed structure located approximately 1,849 ft. northeast of the intersection of CA-140 and Martin Road. The structure measures approximately 60 ft. wide and 45 ft. long, and it is situated at an elevation of 2,544 ft. amsl (Figure 8).

MAR-STRUCTURE-1 consists of a collapsed structure composed of milled lumber and corrugated sheet metal and held together by mass-machined, round head nails. Remnant framing of the south facade is still standing. Square joint notching was observed on corner beams. A partially dilapidated barbed wire fence is just north and immediately east of MAR-STRUCTURE-1. The fence is composed of wooden posts and modern steel T-bars.

No diagnostic artifacts were observed. Topographic maps from 1912 to 1972 depict the entire Project site as completely undeveloped. The 1983 aerial image depicts MAR-STRUCTURE-1; as such, it is unlikely the structure is more than 50 years old.

Figure 8. MAR-STRUCTURE-1 overview, facing west.

5. SUMMARY AND RECOMMENDATIONS

A Phase I study was conducted from February to August 2024 for the Mariposa Creek Parkway Phase III Hillside Trails Project site, Mariposa County, California. To determine whether the Project site had been previously surveyed for cultural resources, and/or whether any such resources were known to exist within or near to it, staff of the Central California Archaeological Information Center, California State University, Stanislaus, conducted an archival records search. The records search included the Project site and a 0.5 mi. buffer. According to CCIC records, only a small portion of the Project site had previously been surveyed and no previously recorded cultural resources were within the Project site. A total of 80 previously recorded cultural resources were identified within the 0.5-mi. buffer, with the nearest located less than 0.1 mi. from the Project site. AB 52 outreach was also conducted by the County of Mariposa, and the results were negative for Tribal Cultural Resources.

Archival research indicates that the Project site has low to very low buried site potential and has remained largely undeveloped throughout the twentieth and twenty-first centuries.

Phase I survey fieldwork was conducted from July 31 to August 2, 2024, with parallel transects spaced at a maximum 15 m. intervals walked throughout the Project site, where accessible. The Project site consists largely of undeveloped land as well as unpaved and paved roads. Visibility for the Project site ranged from fair (approximately 50 percent) to poor (approximately 15 percent) with the exception of the northeastern and northwestern portions of the Project site which were too steep and vegetated to survey. Visibility was obscured by native and non-native vegetation. Two prospect pits (MAR-SITE-1 and MAR-SITE-2) and a collapsed structure (MAR-STRUCTURE-1) were observed within the Project site; however, the Project site remained largely undeveloped as far back as 1983, and there is no evidence that these resources meet the 50-year-old age requirement to be considered historical resources under CEQA. No other cultural resources of any kind were observed within the Project site.

5.1 RECOMMENDATIONS

Based on the above analyses and findings, ASM recommends a finding of ***less than significant impact*** under CEQA. It is further recommended that, in the unlikely event that cultural resources are identified during Project construction, work be halted within a 100 ft. radius of the find and a qualified archaeologist be contacted to evaluate the newly discovered resource. Appropriate project conditions and mitigation measures should be adopted by the lead agency to reduce those impacts to less than significant.

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CONFIDENTIAL APPENDICES

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MARIPOSA COUNTY

MARIPOSA CREEK PARKWAY PHASE III HILLSIDE TRAILS PROJECT

RESPONSE TO PUBLIC COMMENTS

LOCATION
NOVEMBER 2025

PREPARED FOR:
Mariposa County 5100 Bullion Street, Mariposa, CA 9533

PREPARED BY:
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INTRODUCTION

The following are Mariposa County's responses to comments received during the public review period for the IS/MND SCH No. 2025081254, dated August 2025, prepared for the Mariposa Creek Parkway - Phase III Hillside Trails Project. The Notice of Intent to adopt an IS/MND was circulated for public review from August 28, 2025, through September 26, 2025. Two (2) comment letters were received during the public review period: one (1) from the California Department of Fish & Wildlife (CDFW), dated September 25, 2025; and one (1) from the California Department of Transportation (Caltrans), dated September 25, 2025.

Additionally, an email was received from the State Water Resources Control Board on September 3, 2025, regarding the potential need for a new public water system for this Project. The County responded that the Project will not be creating a new public water system. The drinking fountain/water bottle filling station will be located between the tennis courts at the Mariposa County Park. The Mariposa County Park is serviced by the Mariposa Public Utility District (MPUD). There will be no water services at the upper trailhead off of Martin Road. The Division of Drinking Water responded that they would not have discretionary approval for this Project, and therefore no comment letter is needed by their agency.

Comments received during the public review period did not result in changes to the IS/MND. Although comments included recommendations, editorial comments and suggestions, no new unavoidable significant effects were identified, and mitigation measures were not lessened as a result of responding to comments. Pursuant to CEQA Guidelines 2022 Section 15073.5 (c) 1, the IS/MND has not been substantially revised after public notice of its availability and therefore does not require recirculation.

COMMENT LETTER A – CALIFORNIA DEPARTMENT OF FISH & WILDLIFE (SEPTEMBER 25, 2025)

COMMENT A/1

Commentor states: California Tiger Salamander: The MND states that California tiger salamander (CTS) is absent from the Project site due to the Project site being outside the historical elevation range of the species. CDFW concurs that published data supports the historical range for the species to be below the elevation of the Project site; however, biological studies have shown that CTS are physiologically capable of dispersing up to approximately 1.5-miles from seasonally flooded wetlands (Searcy and Shaffer 2011). Further, CTS have previously been observed approximately 200 yards east of the north/ northeastern portions of the Project site, in the downtown Mariposa area. While the observation is currently pending publication within the CNDDB database, it has been field verified by multiple qualified biologists with expertise in the biology and identification of CTS. As the Project site has upland refugia habitat to support the species and the Project site is within proximity of their estimated range, CDFW finds there is potential for presence of CTS within the Project site. As such, CDFW recommends CTS Protocol Surveys, Avoidance Buffer, and Take Authorization.

RESPONSE A/1

Comment noted. Based on the field survey and background review of historical aerial imagery there is no vernal pool or suitable aquatic habitat within the site, and the steepness of the slopes and dense vegetation would make it unlikely CTS would disperse through the site or use it as upland refugia habitat. The downtown Mariposa area is at a lower elevation and contains grassland habitat which this species could use if they occur in the area, unlike the Project site. Therefore, measures for CTS Protocol Surveys, Avoidance Buffer, and Take Authorization are not warranted.

COMMENT A/2

Commentor states : Crotch's Bumble Bee: The MND states the occurrence of Crotch's bumble bee (CBB) as possible within the Project site. MM BIO-13 and BIO-14 provide for a preconstruction survey and indicate if a CBB nest is observed during survey efforts that no Project activities will occur within 50 feet of the nest until the species is identified. CDFW is concerned that the measure's language, which indicates three flying bumble bee and nest surveys would be conducted during the peak flying periods, does not specify that they would be protocol level surveys and therefore may not be sufficient to identify CBB and their nests. In addition, BIO-13 states that CBB surveys will be conducted within or adjacent to creek habitat. CDFW is concerned that as proposed MM BIO-13 does not consider other areas within and adjacent to the Project site that may also contain suitable habitat for the species. CBB may inhabit a variety of habitats, including grasslands, scrublands, openings in woodlands, and areas with bare ground such as vacant lots, dirt roads, and levees (Xerces Society et al. 2018). CBB use requisite habitat elements for nesting, such as small mammal burrows and bunch/thatched grasses, which may be present in or near the Project site. CDFW recommends that a qualified biologist conduct focused surveys for CBB, and their requisite habitat features following the methodology outlined in the Survey Considerations for California Endangered Species Act Candidate Bumble Bee Species (CDFW 2023).

Further the MND states that bumble bee individuals need to be captured to be identified. Please note that the capture of CBB, or other special-status bee species, for identification is considered take and would require a Scientific Collecting permit or an Incidental Take Permit to comply with CESA. As such, CDFW recommends CBB Protocol Surveys, Avoidance Buffer, and Take Authorization.

RESPONSE A/2

Comment noted. MM BIO-13 will be reworded to include surveys within all habitats of the Project site. MM BIO-13 was written based on methodology outlined in the Survey Considerations for California Endangered Species Act Candidate Bumble Bee Species (CDFW 2023) and the document will be referenced in the measure. MM BIO-14 states that bumble bee individuals need to be captured to be identified therefore no Project activities will occur within 50 feet of the nest until a plan to identify the species using the nest and protect nesting and overwintering Crotch's bumble bee has been submitted to CDFW and approved in writing by CDFW. If Crotch's bumble bees are not nesting within the site, they would be expected to fly away and not be impacted by Project activities. Therefore, measures for CBB Protocol Surveys, Avoidance Buffer, and Take Authorization are not warranted.

COMMENT A/3

Commentor States: California Red-Legged Frog: The MND states the occurrence of California Red-Legged Frog (CRLF) as possible within the Project site. MM BIO-10 and BIO-11 provide for a preconstruction survey and a daily pre-activity clearance survey, including Project activity monitoring near creek habitat by a qualified biologist. CDFW concurs with these measures; however, if CRLF are detected during the preconstruction or daily pre-activity clearance surveys, CDFW recommends CRLF Avoidance.

RESPONSE A/3

Comment noted. MM CRLF Avoidance will be added to the measures in the MND.

COMMENT A/4

Commentor states: Pallid Bat: The MND states the occurrence of Pallid bat (PBA) as possible within the Project site. MM BIO-20, BIO-21and BIO-22 provide for a preconstruction survey, construction buffer zones, and avoidance of identified maternity bat roosts. CDFW is concerned that the language included in the MND does not adequately minimize potentially significant impacts to less than significant. Specifically, the methods to be used during focused surveys for PBA presence, the establishment of a no-disturbance buffer to be implemented during all Project activities. As such, CDFW recommends Pallid Bat Focused Surveys and Bat Roost Disturbance Avoidance and Minimization.

RESPONSE A/4

Comment noted. MM BIO-20 calls for a pre-construction survey that would identify suitable bat habitat, and if found a dusk emergence survey for potential roosts. MM BIO-21 and BIO-22 state buffer distances will be determined by a qualified biologist. MM BIO-23 includes surveys to reduce potential impacts to roosts during tree removal. Therefore, additional measures for Pallid Bat Focused Surveys and Bat Roost Disturbance Avoidance and Minimization are not warranted.

COMMENT A/5

Commentor states: Special-Status Plants: The MND lists Congdon's woolly sunflower and Mariposa lupine as possible for occurrence within the Project site, and Yosemite onion as absent within the Project site due to it being outside of its elevation range. CDFW does not concur as Calflora lists Yosemite onion elevation range as 1,770 to 6,955 feet and California Native Plant Society lists 1,755 to 7,229 feet, both of which are within the elevational range of the Project. CDFW recommends adding Yosemite onion to the survey protocol and avoidance buffer provided in mitigation measure (MM) BIO-4 and MM BIO-5. CDFW concurs with these measures but recommends if special-status plants are detected, an avoidance buffer of a minimum of 50 feet be established from the outer edge of the plant population(s) or specific habitat type(s) required by special-status plant species.

Congdon's woolly sunflower and Yosemite onion are designated as State Rare under the California Native Plant Protection Act of 1977 (NPPA) which is only applicable to the 64 species, subspecies, and varieties of plants that are specifically identified as part of the NPPA. The unauthorized take of plant species listed as threatened, endangered, or rare pursuant to CESA or the NPPA is a violation of Fish and Game Code. As such, CDFW recommends Special-status Plant Consultation and Take Authorization.

RESPONSE A/5

Comment noted. Yosemite onion will be added to survey in MM BIO-4, and the elevation range will be adjusted. MM BIO-5 and MM BIO-6 calls for avoidance and consultation with the appropriate agencies if special status plant species are found during the botanical surveys. Therefore, additional measures for Special-status Plant Consultation and Take Authorization are not warranted.

COMMENT A/6

Commentor states: Nesting Birds: CDFW encourages that Project ground-disturbing activities occur during the bird non-nesting season; however, if ground-disturbing or vegetation-disturbing activities must occur during the nesting season (February 1st through September 15th), the Project applicant is responsible for ensuring that implementation of the Project does not result in violation of the Migratory Bird Treaty Act or relevant Fish and Game Code sections as referenced above. MM BIO-7 and BIO-8 lists the nesting bird season as February 1st to August 15th, CDFW recommends extending the latter date to September 15th to minimize and avoid potential impacts to nesting birds.

If the nesting season cannot be avoided, CDFW recommends that a qualified biologist conduct a pre-construction survey for active nests no more than 10 days prior to the start of ground or vegetation disturbance to maximize the probability that nests that could potentially be impacted are detected. CDFW also recommends that surveys cover a sufficient area around the Project site to identify nests and determine their status. A sufficient area means any area potentially affected, either directly or indirectly, by the Project. In addition to direct impacts (i.e., nest destruction), noise, vibration, and movement of workers or equipment could also affect nests. CDFW recommends that a qualified biologist establish a behavioral baseline of all identified nests. Once Project activities begin, CDFW recommends having a qualified biologist continuously monitor nests to detect behavioral changes resulting from the Project. If behavioral changes occur, CDFW recommends halting the work causing that change and consulting with CDFW for additional avoidance and minimization measures. MM BIO-9 provides for avoidance buffers to be determined by a qualified biologist based upon applicable CDFW/United States Fish and Wildlife Service (USFWS) guidelines. If continuous monitoring of identified nests by a qualified biologist is not feasible, CDFW recommends a minimum no-disturbance buffer of 250 feet around active nests of non-listed bird species and a 500-foot no-disturbance buffer around active nests of non-listed raptors. These buffers are advised to remain in place until the breeding season has ended or until a qualified biologist has determined the birds have fledged and are no longer reliant upon the nest or on-site parental care for survival. Variance from these no-disturbance buffers is possible when there is a compelling biological or ecological reason to do so, such as when the Project site would be concealed from a nest site by topography. CDFW recommends that a qualified biologist advise and support any variance from these buffers and notify CDFW in advance of implementing a variance.

RESPONSE A/6

Comment noted. The nesting bird season generally extends to September 15th when Swainson's hawks have the potential to occur in the area. MM BIO-7 and BIO-8 state work will occur, if possible, outside of nesting bird season, and surveys for nesting birds will occur within seven (7) days prior to the start of construction. MM BIO-9 states buffers will be implemented by a qualified biologist based on CDFW and/or

USFWS guidelines, the biology of the species, conditions of the nest(s), and the level of Project disturbance. Therefore, edits to measures are not warranted.

COMMENT A/7

Commentor states: Project Lighting: The MND describes the Project would provide new sources of light and glare by installing trial lighting fixtures. Installation of outdoor artificial night lighting can disrupt the circadian rhythms of many wildlife species. Many species use photoperiod cues for communication, determining when to begin foraging, thermoregulation behavior, and migration (Longcore and Rich 2004, Miller 2006, Nightingale et al. 2006, Perry et al. 2008, Stone et al. 2009). Phototaxis, a phenomenon which results in attraction and movement towards light, can disorient, entrap, and temporarily blind wildlife species that experience it (Longcore and Rich 2004). Project activities could result in disruption of wildlife behavior, inadvertent injury, or mortality. CDFW recommends that the MND for the Project include an analysis of the impacts of artificial lighting on biological resources and incorporate enforceable mitigation measures to decrease the impacts of artificial outdoor lighting on wildlife species.

Potentially feasible mitigation measures include motion sensitive lighting; mounting light fixtures as low as possible to minimize light trespass; use of light fittings that direct and confine the spread of light downward; and use of long-wavelength light sources. In addition, CDFW recommends that lighting not be installed in ecologically sensitive areas (e.g., streams, wetlands, and habitat used by special status species, such as nesting/roosting sites and riparian corridors) and the use of the white/blue wavelengths of the light spectrum be avoided.

RESPONSE A/7

Comment noted. The Project lighting will be mounted as low as possible and hooded downward.

COMMENT A/8

Commentor states: Lake and Streambed Alteration: The MND states the Project site includes Mariposa Creek along the north/northeast portion of the site and an unnamed creek along the southern portion of the site. Though the MND states that no Project activities are proposed within the creek, the document further describes construction related activities that may result in impacts to hydrological features including associated riparian habitat. CDFW notes that Project activities that substantially change the bed, bank, and channel of any river, stream, or lake are subject to CDFW's regulatory authority pursuant Fish and Game Code section 1600 et seq. Fish and Game Code section 1602 requires an entity to notify CDFW prior to commencing any activity that may (a) substantially divert or obstruct the natural flow of any river, stream, or lake; (b) substantially change or use any material from the bed, bank, or channel of any river, stream, or lake (including the removal of riparian vegetation): (c) deposit debris, waste or other materials that could pass into any river, stream, or lake. "Any river, stream, or lake" includes those that are ephemeral or intermittent as well as those that are perennial and may include those that are highly modified such as canals and retention basins. CDFW is required to comply with CEQA in the issuance of a Lake or Streambed Alteration Agreement; therefore, if the CEQA document approved for the Project does not adequately describe the Project and its impacts to lakes or streams, a subsequent CEQA analysis may be necessary for Lake or Streambed Alteration Agreement issuance. For information on notification requirements, please refer to CDFW's website (https://wildlife.ca.gov/Conservation/LSA) or contact CDFW staff in the Central Region Lake and Streambed Alteration Program at (559) 243-4593.

RESPONSE A/8

Comment noted. Impacts to Mariposa Creek and the unnamed creek or the riparian habitat around them are not proposed for this Project. Due to the size of the Project, mitigation was included in case there is an

impact to these waterways or the associated riparian habitat. MM BIO-34, BIO-35, and BIO-36 would address any impacts if they are proposed at a later time.

COMMENT A/9

Commentor states: CNDDB Positive Submission of Data: Please note that the California Natural Diversity Database (CNDDB) is populated by and records voluntary submissions of species detections. As a result, species may be present in locations not depicted in the CNDDB but where there is suitable habitat and features capable of supporting species. A lack of an occurrence record in the CNDDB does not mean a species is not present. In order to adequately assess any potential Project-related impacts to biological resources, surveys conducted by a qualified wildlife biologist/botanist during the appropriate survey period(s) and using the appropriate protocol survey methodology are warranted to determine whether or not any special-status species are present at or near the Project site.

RESPONSE A/9

Comment noted. Other special status species that did not show up in the CNDDB query, but have the potential to occur in the vicinity, were also included in the special status species table and analysis.

COMMENT A/10

Commentor states: Environmental Data: CEQA requires that information developed in environmental impact reports and negative declarations be incorporated into a database which may be used to make subsequent or supplemental environmental determinations. (Pub. Resources Code, § 21003, subd. (e)). Accordingly, please report any special-status species and natural communities detected during Project surveys to CNDDB. The CNDDB field survey form can be filled out and submitted online at the following link: https://wildlife.ca.gov/Data/CNDDB/Submitting-Data. The types of information reported to CNDDB can be found at the following link: https://www.wildlife.ca.gov/Data/CNDDB/Plants-and-Animals.

RESPONSE A/10

Comment noted. MM BIO-3 states the presence of any special status species will be reported to the Project's qualified biologist, who will submit the occurrence to the CNDDB. If necessary, the biologist will report the occurrence to CDFW and/or USFWS.

COMMENT A/11

Commentor states: Filing Fees: The Project, as proposed, could have an impact on fish and/or wildlife, and assessment of environmental document filing fees is necessary. Fees are payable upon filing of the Notice of Determination by the Lead Agency and serve to help defray the cost of environmental review by CDFW. Payment of the environmental document filing fee is required in order for the underlying project approval to be operative, vested, and final. (Cal. Code Regs, tit. 14, § 753.5; Fish & G. Code, § 711.4; Pub. Resources Code, § 21089).

RESPONSE A/11

Comment noted. All necessary filing fees will be paid by the CEQA lead agency upon the filing of the Notice of Determination.

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State of California – Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
Central Region
1234 East Shaw Avenue
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GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director

LETTER A

September 25, 2025

Ben Goger, Senior Community and Development Planner
Mariposa County Planning Department
5100 Bullion Street, Suite 1
Mariposa, CA 95338
(209) 966-5151
bgoger@mariposacounty.org

Subject: Mariposa Creek Parkway Phase III Hillside Trails Project (Project)
Initial Study/Mitigated Negative Declaration (MND)
State Clearinghouse No.: 2025081254

Dear Ben Goger:

The California Department of Fish and Wildlife (CDFW) received an MND from Mariposa County for the above referenced Project pursuant the California Environmental Quality Act (CEQA) and CEQA Guidelines.[1]

Thank you for the opportunity to provide comments and recommendations regarding those activities involved in the Project that may affect California fish and wildlife. Likewise, CDFW appreciates the opportunity to provide comments regarding those aspects of the Project that CDFW, by law, may be required to carry out or approve through the exercise of its own regulatory authority under the Fish and Game Code.

CDFW ROLE

CDFW is California's **Trustee Agency** for fish and wildlife resources and holds those resources in trust by statute for all the people of the State (Fish & G. Code, §§ 711.7, subd. (a) & 1802; Pub. Resources Code, § 21070; CEQA Guidelines § 15386, subd. (a)). CDFW, in its trustee capacity, has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants, and habitat necessary for biologically sustainable populations of those species (*Id.*, § 1802). Similarly, for purposes of CEQA, CDFW is charged by law to provide, as available, biological expertise during public agency environmental review efforts, focusing specifically on projects and related activities that have the potential to adversely affect fish and wildlife resources.

CDFW is also submitting comments as a **Responsible Agency** under CEQA (Pub. Resources Code, § 21069; CEQA Guidelines, § 15381). CDFW expects that it may

[1] CEQA is codified in the California Public Resources Code in section 21000 et seq. The "CEQA Guidelines" are found in Title 14 of the California Code of Regulations, commencing with section 15000.

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need to exercise regulatory authority as provided by the Fish and Game Code. As proposed, for example, the Project may be subject to CDFW's lake and streambed alteration regulatory authority (Fish & G. Code, § 1600 et seq). Likewise, to the extent implementation of the Project as proposed may result in "take" as defined by State law of any species protected under the California Endangered Species Act (CESA) (Fish & G. Code, § 2050 et seq.), the Project proponent may seek related take authorization as provided by the Fish and Game Code.

Nesting Birds: CDFW has jurisdiction over actions with potential to result in the disturbance or destruction of active nest sites or the unauthorized take of birds. Fish and Game Code sections that protect birds, their eggs and nests include sections 3503 (regarding unlawful take, possession, or needless destruction of the nest or eggs of any bird), 3503.5 (regarding the take, possession, or destruction of any birds-of-prey or their nests or eggs), and 3513 (regarding unlawful take of any migratory nongame bird).

Unlisted Species: Species of plants and animals need not be officially listed as Endangered, Rare, or Threatened (E, R, or T) on any State or Federal list to be considered E, R, or T under CEQA. If a species can be shown to meet the criteria for E, R, or T, as specified in the CEQA Guidelines section 15380, CDFW recommends it be fully considered in the environmental analysis for the Project.

PROJECT DESCRIPTION SUMMARY

Proponent: Mariposa County

Objective: The Project proposes to construct approximately 12.3 miles of nature trails and ancillary facilities including restrooms, parking, ecological restoration areas, and an outdoor classroom, which will branch off the planned Phase III section of the Mariposa Creek Parkway Trail. Ongoing activities associated with the Project include those related to the operation and maintenance of the Parkway including mowing, vegetation pruning, limbing of trees, and the restoration of trails as needed. The total Project area consists of approximately 235 acres.

Location: The Project site is located in the Sierra Nevada Mountain Range northeast of the City of Merced and south/southwest of the unincorporated community of Mariposa in the middle portion of Mariposa County. The Project site resides within Assessor's Parcel Numbers (APNs) 012-130-005, 012-140-040, and 013-190-008.

COMMENTS AND RECOMMENDATIONS

CDFW offers the comments and recommendations below to assist Mariposa County in adequately identifying and/or mitigating the Project's significant, or potentially significant, direct, indirect, and cumulative impacts on fish and wildlife (biological) resources. Editorial comments or other suggestions may also be included to improve the MND prepared for this Project.

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The MND notes the Project site topography consists of rolling hills and mountains with elevations ranging from approximately 1,895 to 2,625 feet above mean sea level. Four biotic habitats were observed within the Project site including oak woodland, mixed oak/pine forest, chaparral, and creek habitat. The creek habitat includes Mariposa Creek located along the north/northeast portion of the Project site and an unnamed creek is located along the southern portion of the Project site. Both waterways contain sand-gravel-boulder bottoms and slow-moving water.

Currently, the MND acknowledges that the Project site is within the geographic range of several special-status animal species and proposes specific mitigation measures to reduce impacts to less than significant. CDFW has concerns about the ability of some of these measures to reduce impacts to less than significant and avoid unauthorized take for special-status animal species, including but not limited to: the State and federally threatened California tiger salamander - Central California Distinct Population Segment (DPS) (*Ambystoma californiense* pop. 1); the State candidate Crotch's bumble bee (*Bombus crotchii*); the State species of special concern and federally threatened California red-legged frog (*Rana draytonii*); and the State species of special concern pallid bat (*Antrozous pallidus)*.

CDFW also has concerns about the ability of the proposed Mitigation Measures (MM) to reduce impacts to less than significant and avoid unauthorized take for the special-status plant species, including: the State threatened, California Rare Plant Rank (CRPR) 1B.2 Mariposa Lupine (*Lupinus citrinus var. deflexus*); the State Rare, CRPR 1B.2 Congdon's woolly sunflower (*Eriophyllum congdonii*); and the State rare CRPR 1B.3 Yosemite Onion (*Allium yosemitense*).

California Tiger Salamander

A/1

The MND states that California tiger salamander (CTS) is absent from the Project site due to the Project site being outside the historical elevation range of the species. CDFW concurs that published data supports the historical range for the species to be below the elevation of the Project site; however, biological studies have shown that CTS are physiologically capable of dispersing up to approximately 1.5-miles from seasonally flooded wetlands (Searcy and Shaffer 2011). Further, CTS have previously been observed approximately 200 yards east of the north/ northeastern portions of the Project site, in the downtown Mariposa area. While the observation is currently pending publication within the CNDDB database, it has been field verified by multiple qualified biologists with expertise in the biology and identification of CTS. As the Project site has upland refugia habitat to support the species and the Project site is within proximity of their estimated range, CDFW finds there is potential for presence of CTS within the Project site. As such, CDFW recommends the following:

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Recommended Mitigation Measure 1: CTS Protocol Surveys

CDFW recommends that a qualified biologist conduct protocol-level surveys in accordance with the United States Fish and Wildlife Service (USFWS) "Interim Guidance on Site Assessment and Field Surveys for Determining Presence or a Negative Finding of the California Tiger Salamander" (USFWS 2003) at the appropriate time of year to determine the existence and extent of CTS breeding and refugia habitat. The protocol-level surveys for CTS require more than one survey season and are dependent upon sufficient rainfall to complete. As a result, consultation with CDFW is recommended well in advance of beginning the surveys and prior to any planned vegetation- or ground-disturbing activities. CDFW advises that the protocol-level survey include a 100-foot buffer around the Project site in all areas of wetland and upland habitat that could support CTS. Please be advised that protocol-level survey results are viable for two years after the results are reviewed by CDFW.

Recommended Mitigation Measure 2: CTS Avoidance Buffer

A/1 cont.

If CTS protocol-level surveys are not conducted, CDFW advises that a minimum 50-foot no-disturbance buffer be delineated around all small mammal burrows in suitable upland refugia habitat within and/or adjacent to the Project site. Further, CDFW recommends potential or known breeding habitat within and/or adjacent to the Project site be delineated with a minimum 250-foot no-disturbance buffer. Both upland burrow and wetland breeding no-disturbance buffers are intended to minimize impacts to CTS habitat and avoid take of individuals.

Recommended Mitigation Measure 3: CTS Take Authorization

If through surveys it is determined that CTS are occupying or have the potential to occupy the Project site, consultation with CDFW is warranted to determine if the Project can avoid take. If take cannot be avoided, take authorization through the acquisition of an ITP, pursuant to Fish and Game Code section 2081 subdivision (b) is necessary to comply with CESA. In the absence of protocol surveys, the applicant can assume presence of CTS within the Project site and obtain an ITP from CDFW.

Crotch's Bumble Bee

A/2

The MND states the occurrence of Crotch's bumble bee (CBB) as possible within the Project site. MM BIO-13 and BIO-14 provide for a preconstruction survey and indicate if a CBB nest is observed during survey efforts that no Project activities will occur within 50 feet of the nest until the species is identified. CDFW is concerned that the measure's language, which indicates three flying bumble bee and nest surveys would be conducted during the peak flying periods, does not specify that they would be protocol level surveys and therefore may not be sufficient to identify CBB and their nests. In

Docusign Envelope ID: DBA40914-3E60-44B9-823B-6E536226682B

addition, BIO-13 states that CBB surveys will be conducted within or adjacent to creek habitat. CDFW is concerned that as proposed MM BIO-13 does not consider other areas within and adjacent to the Project site that may also contain suitable habitat for the species. CBB may inhabit a variety of habitats, including grasslands, scrublands, openings in woodlands, and areas with bare ground such as vacant lots, dirt roads, and levees (Xerces Society et al. 2018). CBB use requisite habitat elements for nesting, such as small mammal burrows and bunch/thatched grasses, which may be present in or near the Project site. CDFW recommends that a qualified biologist conduct focused surveys for CBB, and their requisite habitat features following the methodology outlined in the Survey Considerations for California Endangered Species Act Candidate Bumble Bee Species (CDFW 2023).

Further the MND states that bumble bee individuals need to be captured to be identified. Please note that the capture of CBB, or other special-status bee species, for identification is considered take and would require a Scientific Collecting permit or an Incidental Take Permit to comply with CESA. As such, CDFW recommends the following:

A/2 cont

Recommended Mitigation Measure 4: CBB Protocol Surveys

Depending on the time between the initial survey efforts, if potentially suitable habitat is identified and regardless of what time of year Project activities will be conducted, CDFW recommends that a qualified biologist conduct focused surveys for CBB and their requisite habitat features following the methodology outlined in the Survey Considerations for California Endangered Species Act Candidate Bumble Bee Species (CDFW 2023).

Recommended Mitigation Measure 5: CBB Avoidance Buffer

If CBB is detected, CDFW recommends that all small mammal burrows and thatched/bunch grasses be avoided by a minimum of 50 feet to avoid take and potentially significant impacts. If ground-disturbing activities will occur during the overwintering period (October through February), consultation with CDFW is warranted to discuss how to implement Project activities and avoid take. Any detection of CBB prior to or during Project implementation warrants consultation with CDFW to discuss how to avoid take.

Recommended Mitigation Measure 6: CBB Take Authorization

If take cannot be avoided, CDFW recommends acquiring an ITP pursuant to Fish and Game Code Section 2081(b), prior to initiating ground-disturbing activities.

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California Red-Legged Frog

The MND states the occurrence of California Red-Legged Frog (CRLF) as possible within the Project site. MM BIO-10 and BIO-11 provide for a preconstruction survey and a daily pre-activity clearance survey, including Project activity monitoring near creek habitat by a qualified biologist. CDFW concurs with these measures; however, if CRLF are detected during the preconstruction or daily pre-activity clearance surveys, CDFW recommends the following:

A/3

Recommended Mitigation Measure 7: CRLF Avoidance
If any CRLF are found during preconstruction surveys or at any time during construction, CDFW recommends avoidance whenever possible via delineation and observance of a 50-foot no-disturbance buffer around CRLF and their burrows. If CRLF are observed on the Project site, CDFW also recommends that Project activities in the immediate vicinity cease, allowing individuals to leave the Project site on their own accord. Finally, CDFW recommends that initial ground-disturbing activities be timed to avoid the period when CRLF are most likely to be moving through upland areas (November 1 and March 31). When ground-disturbing activities must take place between November 1 and March 31, CDFW recommends a qualified biologist monitor construction activity daily for CRLF.

Pallid Bat

The MND states the occurrence of Pallid bat (PBA) as possible within the Project site. MM BIO-20, BIO-21and BIO-22 provide for a preconstruction survey, construction buffer zones, and avoidance of identified maternity bat roosts. CDFW is concerned that the language included in the MND does not adequately minimize potentially significant impacts to less than significant. Specifically, the methods to be used during focused surveys for PBA presence, the establishment of a no-disturbance buffer to be implemented during all Project activities. As such, CDFW recommends the following:

A/4

Recommended Mitigation Measure 8: Pallid Bat Focused Surveys
CDFW recommends focused surveys to establish species usage and seasonal usage. Focused survey methodology is advised to include visual surveys of bats (observation of presence of bats during foraging period), inspection for suitable habitat or bat sign (guano), and use of ultrasonic detectors (Anabat, Sonobat, etc.) during all dusk emergence and pre-dawn re-entry. To maximize detectability, each survey needs to be conducted within one 24-hour period.

Recommended Mitigation Measure 9: Bat Roost Disturbance Avoidance and Minimization

If bats are present, CDFW recommends that a 100-foot no-disturbance buffer be placed around the roost and installing new roost sites to be in place prior to the

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A/4 cont.

initiation of Project related activities to allow enough time for bats to relocate. If a bat roost is identified and work is planned to occur during the breeding season, CDFW recommends that no disturbance to maternity roosts occur and that CDFW be consulted to determine measures to prevent breeding disruption or failure.

Special-Status Plants

The MND lists Congdon's woolly sunflower and Mariposa lupine as possible for occurrence within the Project site, and Yosemite onion as absent within the Project site due to it being outside of its elevation range. CDFW does not concur as Calflora lists Yosemite onion elevation range as 1,770 to 6,955 feet and California Native Plant Society lists 1,755 to 7,229 feet, both of which are within the elevational range of the Project. CDFW recommends adding Yosemite onion to the survey protocol and avoidance buffer provided in mitigation measure (MM) BIO-4 and MM BIO-5. CDFW concurs with these measures but recommends if special-status plants are detected, an avoidance buffer of a minimum of 50 feet be established from the outer edge of the plant population(s) or specific habitat type(s) required by special-status plant species.

A/5

Congdon's woolly sunflower and Yosemite onion are designated as State Rare under the California Native Plant Protection Act of 1977 (NPPA) which is only applicable to the 64 species, subspecies, and varieties of plants that are specifically identified as part of the NPPA. The unauthorized take of plant species listed as threatened, endangered, or rare pursuant to CESA or the NPPA is a violation of Fish and Game Code. As such, CDFW recommends the following:

Recommended Mitigation Measure 10: **Special-status Plant Consultation and Take Authorization**

During protocol surveys if special-status plant species, including State endangered, threatened, or rare plants, are identified during botanical surveys, consultation with CDFW is recommended to avoid take. For State CESA and NPPA listed species, If take cannot be avoided, CDFW recommends the Project obtain an ITP, pursuant to Fish and Game Code section 2081 subdivision (b) and/or California Code of Regulations, Title 14, Section 786.9, subdivision (b) to comply with CESA and the NPPA.

Editorial Comments and/or Suggestions

A/6

Nesting Birds: CDFW encourages that Project ground-disturbing activities occur during the bird non-nesting season; however, if ground-disturbing or vegetation-disturbing activities must occur during the nesting season (February 1st through September 15th), the Project applicant is responsible for ensuring that implementation of the Project does not result in violation of the Migratory Bird Treaty Act or relevant Fish and Game Code sections as referenced above. MM BIO-7 and BIO-8 lists the nesting bird season as

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February 1st to August 15th, CDFW recommends extending the latter date to September 15th to minimize and avoid potential impacts to nesting birds.

If the nesting season cannot be avoided, CDFW recommends that a qualified biologist conduct a pre-construction survey for active nests no more than 10 days prior to the start of ground or vegetation disturbance to maximize the probability that nests that could potentially be impacted are detected. CDFW also recommends that surveys cover a sufficient area around the Project site to identify nests and determine their status. A sufficient area means any area potentially affected, either directly or indirectly, by the Project. In addition to direct impacts (i.e., nest destruction), noise, vibration, and movement of workers or equipment could also affect nests. CDFW recommends that a qualified biologist establish a behavioral baseline of all identified nests. Once Project activities begin, CDFW recommends having a qualified biologist continuously monitor nests to detect behavioral changes resulting from the Project. If behavioral changes occur, CDFW recommends halting the work causing that change and consulting with CDFW for additional avoidance and minimization measures.

A/6 cont

MM BIO-9 provides for avoidance buffers to be determined by a qualified biologist based upon applicable CDFW/United States Fish and Wildlife Service (USFWS) guidelines. If continuous monitoring of identified nests by a qualified biologist is not feasible, CDFW recommends a minimum no-disturbance buffer of 250 feet around active nests of non-listed bird species and a 500-foot no-disturbance buffer around active nests of non-listed raptors. These buffers are advised to remain in place until the breeding season has ended or until a qualified biologist has determined the birds have fledged and are no longer reliant upon the nest or on-site parental care for survival. Variance from these no-disturbance buffers is possible when there is a compelling biological or ecological reason to do so, such as when the Project site would be concealed from a nest site by topography. CDFW recommends that a qualified biologist advise and support any variance from these buffers and notify CDFW in advance of implementing a variance.

Project Lighting: The MND describes the Project would provide new sources of light and glare by installing trial lighting fixtures. Installation of outdoor artificial night lighting can disrupt the circadian rhythms of many wildlife species. Many species use photoperiod cues for communication, determining when to begin foraging, thermoregulation behavior, and migration (Longcore and Rich 2004, Miller 2006, Nightingale et al. 2006, Perry et al. 2008, Stone et al. 2009). Phototaxis, a phenomenon which results in attraction and movement towards light, can disorient, entrap, and temporarily blind wildlife species that experience it (Longcore and Rich 2004). Project activities could result in disruption of wildlife behavior, inadvertent injury, or mortality.

A/7

CDFW recommends that the MND for the Project include an analysis of the impacts of artificial lighting on biological resources and incorporate enforceable mitigation measures to decrease the impacts of artificial outdoor lighting on wildlife species.

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A/7 cont

Potentially feasible mitigation measures include motion sensitive lighting; mounting light fixtures as low as possible to minimize light trespass; use of light fittings that direct and confine the spread of light downward; and use of long-wavelength light sources. In addition, CDFW recommends that lighting not be installed in ecologically sensitive areas (e.g., streams, wetlands, and habitat used by special status species, such as nesting/roosting sites and riparian corridors) and the use of the white/blue wavelengths of the light spectrum be avoided.

A/8

Lake and Streambed Alteration: The MND states the Project site includes Mariposa Creek along the north/northeast portion of the site and an unnamed creek along the southern portion of the site. Though the MND states that no Project activities are proposed within the creek, the document further describes construction related activities that may result in impacts to hydrological features including associated riparian habitat. CDFW notes that Project activities that substantially change the bed, bank, and channel of any river, stream, or lake are subject to CDFW's regulatory authority pursuant Fish and Game Code section 1600 et seq. Fish and Game Code section 1602 requires an entity to notify CDFW prior to commencing any activity that may (a) substantially divert or obstruct the natural flow of any river, stream, or lake; (b) substantially change or use any material from the bed, bank, or channel of any river, stream, or lake (including the removal of riparian vegetation): (c) deposit debris, waste or other materials that could pass into any river, stream, or lake. "Any river, stream, or lake" includes those that are ephemeral or intermittent as well as those that are perennial and may include those that are highly modified such as canals and retention basins.

CDFW is required to comply with CEQA in the issuance of a Lake or Streambed Alteration Agreement; therefore, if the CEQA document approved for the Project does not adequately describe the Project and its impacts to lakes or streams, a subsequent CEQA analysis may be necessary for Lake or Streambed Alteration Agreement issuance. For information on notification requirements, please refer to CDFW's website (https://wildlife.ca.gov/Conservation/LSA) or contact CDFW staff in the Central Region Lake and Streambed Alteration Program at (559) 243-4593.

A/9

CNDDB Positive Submission of Data: Please note that the California Natural Diversity Database (CNDDB) is populated by and records voluntary submissions of species detections. As a result, species may be present in locations not depicted in the CNDDB but where there is suitable habitat and features capable of supporting species. A lack of an occurrence record in the CNDDB does not mean a species is not present. In order to adequately assess any potential Project-related impacts to biological resources, surveys conducted by a qualified wildlife biologist/botanist during the appropriate survey period(s) and using the appropriate protocol survey methodology are warranted to determine whether or not any special-status species are present at or near the Project site.

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ENVIRONMENTAL DATA

A/10

CEQA requires that information developed in environmental impact reports and negative declarations be incorporated into a database which may be used to make subsequent or supplemental environmental determinations. (Pub. Resources Code, § 21003, subd. (e)). Accordingly, please report any special-status species and natural communities detected during Project surveys to CNDDB. The CNDDB field survey form can be filled out and submitted online at the following link: https://wildlife.ca.gov/Data/CNDDB/Submitting-Data. The types of information reported to CNDDB can be found at the following link: https://www.wildlife.ca.gov/Data/CNDDB/Plants-and-Animals.

FILING FEES

A/11

The Project, as proposed, could have an impact on fish and/or wildlife, and assessment of environmental document filing fees is necessary. Fees are payable upon filing of the Notice of Determination by the Lead Agency and serve to help defray the cost of environmental review by CDFW. Payment of the environmental document filing fee is required in order for the underlying project approval to be operative, vested, and final. (Cal. Code Regs, tit. 14, § 753.5; Fish & G. Code, § 711.4; Pub. Resources Code, § 21089).

CONCLUSION

CDFW appreciates the opportunity to comment on the MND to assist Mariposa County in identifying and mitigating Project impacts on biological resources. A Mitigation and Monitoring Program (MMRP) (Attachment 1) is included to assist Mariposa County with incorporating the recommended mitigation measures provided above. Questions regarding this letter or further coordination should be directed to John Riedel, Environmental Scientist, at (559) 807-1453 or John.Riedel@wildlife.ca.gov.

Sincerely,

DocuSigned by:
Julie Vance
FA83F09FE08945A...
Julie A. Vance
Regional Manager

Attachment (MMRP)

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ec: **State Clearinghouse**
Land Use and Climate Innovation
state.clearinghouse@lci.ca.gov

U.S. Fish and Wildlife Service
Ian Vogel
ian vogel@fws.gov

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and western bumble bee (Bombus occidentalis occidentalis) as Endangered under the California Endangered Species Act. October 2018.

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Attachment 1

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
RECOMMENDED MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)

PROJECT: Mariposa Creek Parkway Phase III Hillside Trails Project

SCH No.: 2025081254

RECOMMENDED MITIGATION MEASURE	**STATUS/DATE/INITIALS**
Before Disturbing Soil or Vegetation	
California Tiger Salamander (CTS)	
Recommended Mitigation Measure 1: CTS protocol surveys	
Recommended Mitigation Measure 3: CTS take authorization	
Crotch's Bumble Bee (CBB)	
Recommended Mitigation Measure 4: CBB protocol surveys	
Recommended Mitigation Measure 6: CBB take authorization	
Pallid Bat (PBA)	
Recommended Mitigation Measure 8: PBA focused surveys	
Special-Status Plants (SSP)	
Recommended Mitigation Measure 10: SSP consultation and take authorization	
During Construction	
California Tiger Salamander (CTS)	
Recommended Mitigation Measure 2: CTS avoidance buffer	
Crotch's Bumble Bee (CBB)	
Recommended Mitigation Measure 5:	

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CBB avoidance buffer	
California Red-Legged Frog (CRLF)	
Recommended Mitigation Measure 7: CRLF avoidance buffer	
Pallid Bat (PBA)	
Recommended Mitigation Measure 9: PBA roost avoidance and minimization	

COMMENT LETTER B – CALIFORNIA DEPARTMENT OF TRANSPORTATION (SEPTEMBER 25, 2025)

COMMENT B/1

Commentor states: Environmental: If there are any construction related activities that will encroach into Caltrans Right of Way (ROW) as a result of the project, the project proponent must apply for an Encroachment Permit with the Caltrans District 10 Encroachment Permit Office.

RESPONSE B/1

Comment noted. No construction or construction related activities will occur within Caltrans ROW. Therefore, a Caltrans District 10 Encroachment Permit is not warranted.

COMMENT B/2

Commentor states: Active Transportation:

- Caltrans supports the installation of transportation facilities that reduce levels of traffic stress (LTS) for pedestrians and bicyclists in communities. These transportation facilities lessen safety/collision risks with motor vehicles by providing separate route alternatives that are protected rather than having to ride and walk on roads with motorized traffic, while also fills gaps in local and regional active transportation networks.
- Caltrans supports project efforts that incentivize exercise and environmental stewardship by encouraging mode shifts from short-distance motor vehicle trips to walking and bicycling. These efforts provide transportation choices in communities beyond depending on resource-intensive single occupancy vehicles (SOV's).

RESPONSE B/2

Commet noted. Thank you for your support. .

COMMENT B/3

Commentor states: Travel Forecasting:

- In Section 4.17.2 Impact Analysis on page 4-66 and 4-67 there is no map provided indicating the locations of the parking areas for trail users wanting to get to the trails via automobiles.
    - Please provide maps referencing the locations of the parking areas for users to the trails using automobiles, including the relationship to the circulation system and the state route system.
- In Section 4.17.2 (b) on page 4-67, Appendix A is referenced with the statement, "Furthermore, during operation, the Project is estimated to generate approximately 45 vehicle trips per day on weekends and 9 vehicle trips per day on weekdays." No sources were cited for these trip generation estimates. One does not know how these trip estimates were derived from reading this document (including the appendices).
    - Please provide cited sources for the trip generation estimates stated in this section.
- In Section 4.17.2 (d) on page 4-67, "The Project would not substantially increase traffic delay on nearby roadways." This statement isn't substantiated by any quantitative analysis or qualitative evaluation.
    - Please substantiate this statement by providing the quantitative analysis and/or qualitative evaluation.

RESPONSE B/3

Please refer to the attached Trip Distribution Exhibit, which illustrates the destination parking areas and trip origins, as well as the proportion of trips anticipated to utilize the State Highway System.

With respect to trip generation, no established trip generation estimates are available in the *ITE Trip Generation Manual* for this specific land use type. Consequently, trip estimates were derived based on the total number of available parking spaces, which serves as a reasonable basis for site-generated demand.
During typical weekday operations, it is anticipated that the primary parking lot (consisting of nine main parking stalls) will be utilized throughout the day by facility visitors. Weekend activity levels are expected to increase, with visitation projected to reach approximately 130% of the available parking capacity (36 stalls), indicating potential turnover and short-duration parking demand.

PROJECT BOUNDARY

PARKING AREAS -DESTINATION

OVERFLOW PARKING

PRIMARY PARKING

MARIPOSA CREEK

STROMING RD

COUNTY PARK RD

9TH ST

8TH ST

7TH ST

6TH ST

5TH ST

4TH ST

3RD ST

JONES ST

BULLION ST

140

49

MILLER ROAD

MARTIN ROAD

SR-140

10% OF TRIP ENDS

90% OF TRIP ENDS

CENTRAL YOSEMITE HWY

SCALE IN FEET

0 300 600 1200

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MARIPOSA HILLSIDE TRAIL

MARIPOSA COUNTY
MARIPOSA, CA

TRIP DISTRIBUTION EXHIBIT

DESIGN ENGINEER: APM

DATE: OCT 2025

JOB NO: 361924001

1 OF 1

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California Department of Transportation

OFFICE OF THE DISTRICT 10 RURAL PLANNING
P.O. BOX 2048 | STOCKTON, CA 95201
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LETTER B

September 25, 2025

Mr. Ben Goger
Senior Community Design &
Development Planner
5100 Buillion Street
Mariposa, CA 95338

Mariposa Creek Parkway Phase III – Hillside Trails Project
Initial Study - Mitigated Negative Declaration (ISMND)
SCH #2025081254

Dear Mr. Goger,

The Department of Transportation (Caltrans) appreciates the opportunity to review and comment on the Hillside Trails Project Initial Study that proposes to construct approximately 12.3 miles of nature trails branching off the planned Phase III section of the Mariposa Creek Parkway Trail. The total project area consists of approximately 235 acres. Trail widths would vary from two to eight feet. The project's intent is to bring a balance of recreation, adventure, and tranquility to the area. The new trails would be divided into four different segments based on their location and intended purpose. These lengths are an estimate and include the following: Front-Country Trails, Destination Trails, Oak Woodland Trails, and Park Trails.

The proposed project would include various amenities and features within the trail system. These are anticipated to include the following if possible: Shaded benches, scenic viewpoints, restrooms with drinking fountains, ecological restoration areas, educational signage, pet facilities (i.e., waste bags and waterspouts), Americans with Disabilities Act (ADA) accessible routes, bike racks, repair, and wash station, isolated meditation areas, swing benches, large gathering spaces with table seating, exercise stations, outdoor classroom, bike jumps, bird blinds, hitching posts, parking, and conservation zones.

Caltrans has the following comments:

Environmental

If there are any construction related activities that will encroach into Caltrans Right of Way (ROW) as a result of the project, the project proponent must apply for an Encroachment Permit with the Caltrans District 10 Encroachment Permit Office.

- All California Environmental Quality Act (CEQA) documentation, with supporting technical studies, must be submitted with the Encroachment Permit Application. These studies may include an analysis of potential impacts to any cultural sites, historic properties, biological resources, hazardous waste/materials, scenic highways, and/or other environmental resources within Caltrans Right of Way, at the project site(s). Evidence of consultation with local Native American tribes and interested parties will need to be presented within the technical documents for approval of encroachment in the Caltrans ROW. If any previously unknown cultural resources are discovered during construction in Caltrans ROW, all work must stop within a 100-foot radius of the discovery. The Caltrans D10 Environmental Office must be notified immediately. The Caltrans Professionally Qualified Staff (PQS) will investigate the discovery. No work shall resume within the 100-foot radius until authorized by the Caltrans PQS.

B/1

- Mitigation Measures BIO-7 in the Initial Study identifies the nesting season as February 1 to August 15; however, Caltrans considers the nesting season to be February 1 to September 30. There are mature trees within and/or near Caltrans ROW that could provide suitable nesting habitat.
- If work will occur between February 1 and September 30 of any year, a pre-construction bird survey must be conducted by a qualified biologist prior to the start of any construction related activities in Caltrans ROW.
- If an active nest is observed, a protective buffer must be established around the nest per California Department of Forestry and Wildlife (CDFW) guidelines. No work is allowed within the protective buffer limits until the young have fledged and until authorized by the Caltrans District 10 Environmental Office. Results of the pre-construction bird survey(s) must be provided to the Caltrans District 10 Environmental Office prior to the start of construction.
- If there are impacts to water resources within Caltrans ROW, Caltrans will need to review the correspondence with the permitting authorities (California

Department of Fish and Wildlife [CDFW], United States Army Corps of Engineers (USACE, Regional Water Quality Control Board(RWQCB) and/or be provided copies of any required permits prior to the start of any construction in Caltrans ROW.

B/1

- If there are impacts to any special status species, critical habitat, or Essential Fish Habitat that exist within Caltrans ROW, evidence of consultation with CDFW, U.S. Fish & Wildlife Service, (USFWS) and/or National Marine Fisheries Service (NMFS) shall be provided to Caltrans with the Encroachment Permit application.

Active Transportation

- Caltrans supports the installation of transportation facilities that reduce levels of traffic stress (LTS) for pedestrians and bicyclists in communities. These transportation facilities lessen safety/collision risks with motor vehicles by providing separate route alternatives that are protected rather than having to ride and walk on roads with motorized traffic, while also fills gaps in local and regional active transportation networks.

B/2

- Caltrans supports project efforts that incentivize exercise and environmental stewardship by encouraging mode shifts from short-distance motor vehicle trips to walking and bicycling. These efforts provide transportation choices in communities beyond depending on resource-intensive single occupancy vehicles (SOV's).

Travel Forecasting

- In Section 4.17.2 Impact Analysis on page 4-66 and 4-67 there is no map provided indicating the locations of the parking areas for trail users wanting to get to the trails via automobiles.
    - Please provide maps referencing the locations of the parking areas for users to the trails using automobiles, including the relationship to the circulation system and the state route system.

B/3

- In Section 4.17.2 (b) on page 4-67, Appendix A is referenced with the statement, "Furthermore, during operation, the Project is estimated to generate approximately 45 vehicle trips per day on weekends and 9 vehicle trips per day on weekdays." No sources were cited for these trip generation estimates. One does not know how these trip estimates were derived from reading this document (including the appendices).
    - Please provide cited sources for the trip generation estimates stated in this section.

B/3

- In Section 4.17.2 (d) on page 4-67, "The Project would not substantially increase traffic delay on nearby roadways." This statement isn't substantiated by any quantitative analysis or qualitative evaluation.
    - Please substantiate this statement by providing the quantitative analysis and/or qualitative evaluation.

All future development for the project will require further review by Caltrans.

If you have any questions or would like to discuss these comments, please contact Lloyd Clark at (209) 986-9802 (Email: Lloyd.Clark@dot.ca.gov), or me at (209) 639-8832 (Email: Gregoria.ponce@dot.ca.gov).

Sincerely,

Gregoria Ponce'

Gregoria Ponce'
Chief, Office of Rural Planning

c: State Clearinghouse

5 MITIGATION, MONITORING, AND REPORTING PROGRAM

This Mitigation Monitoring and Reporting Program (MMRP) has been formulated based upon the findings of the Initial Study/Mitigated Negative Declaration (IS/MND) for the Project in Mariposa County. The MMRP table lists mitigation measures recommended in the IS/MND for the Project and identifies monitoring and reporting requirements.

Table 5-1: Mitigation, Monitoring, and Reporting Program presents the mitigation measures identified for the Project. Each mitigation measure is numbered with a symbol indicating the topical section to which it pertains, a hyphen, and the impact number. For example, AIR-2 would be the second mitigation measure identified in the Air Quality analysis of the IS/MND.

The first column of Table 5-1: Mitigation, Monitoring, and Reporting Program identifies the mitigation measure. The second column, entitled "When Monitoring is to Occur," identifies the time the mitigation measure should be initiated. The third column, "Frequency of Monitoring," identifies the frequency of the monitoring of the mitigation measure. The fourth column, "Agency Responsible for Monitoring," names the party ultimately responsible for ensuring that the mitigation measure is implemented. The last columns will be used by the Lead and Responsible Agencies to ensure that individual mitigation measures have been complied with and monitored.

Table 5-1: Mitigation, Monitoring, and Reporting Program

Mitigation, Monitoring, and Reporting Program						
Item	Mitigation Measure	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
Aesthetics						
AES-1	All outdoor lighting shall adhere to International Dark Sky Association standards, including the requirement that all outdoor lighting shall be hooded or screened as to direct the source of light downward and focus onto the property from which it originates and shall not negatively impact adjacent properties or directly reflect upon any adjacent properties. A lighting plan shall be submitted to Mariposa Planning prior to the issuance of grading or construction permits for the project.	During construction activities	Once, near project completion	Mariposa County Planning Department		
Biological Resources						
General Project-Related Impacts						
BIO-1	**(*WEAP Training*):** Prior to initiating construction activities (including staging and mobilization), all personnel associated with Project construction will attend a mandatory Worker Environmental Awareness Program (WEAP) training, conducted by a qualified biologist (someone familiar with the identification and habitats of these species), to aid workers in identifying special status resources that may occur in the site. The specifics of this program will include identification of the sensitive species and suitable habitats, a description of the regulatory status and general ecological characteristics of sensitive resources, and review of the limits of construction and mitigation measures required to reduce impacts to biological resources within the work area. This training will discuss special status species, describe the laws and regulations in place to provide protection of these species, identify the penalties for violation of applicable environmental laws and regulations, and include a list of required protective measures to avoid "take." A fact sheet summarizing this information, along with photographs or illustrations	Prior to the start of any construction activities	As needed for any new construction personnel during construction activities	Mariposa County Planning Department		

Mitigation, Monitoring, and Reporting Program						
Item	Mitigation Measure	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
	of sensitive species with potential to occur on the site, will also be prepared for distribution to all contractors, their employees, and all other personnel involved with construction of the Project. All trainees will sign a form documenting that they have attended WEAP training and understand the information presented to them. These signed forms shall be provided to the Mariposa County Planning Department prior to initiation of construction activities.					
BIO-2	**(*BMPs*):** The Project proponent will require that all workers employ the following best management practices (BMPs) in order to avoid and minimize potential impacts to special status species: • Vehicles will observe a 15-mph speed limit while on unpaved access routes. • All open trenches, holes, sumps, and other excavations greater than 6-inches with sidewalls steeper than a 1:1 (45 degree) slope will have an escape ramp of earth or a non-slip material with a less than 1:1 slope or these will be covered with barrier material such that animals are unable to dig or squeeze under the barrier and become entrapped/ • Workers will inspect areas beneath parked vehicles, equipment, and materials prior to mobilization. If special status species are detected, the individual will either be allowed to leave of its own volition or will be captured by the qualified biologist (must possess appropriate collecting/handling permits or relevant experience) and relocated out of harm's way to the nearest suitable habitat beyond the influence of the Project work area. "Take" of a state or	During Construction Activities	Daily	Mariposa County Planning Department		

Mitigation, Monitoring, and Reporting Program						
Item	Mitigation Measure	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
	federal special status (rare, California Species of Special Concern, threatened, or endangered) species is prohibited without the necessary federal or state take permit. • The presence of any special status species will be reported to the Project's qualified biologist, who will submit the occurrence to the CNDDB. If necessary, the biologist will report the occurrence to CDFW and/or USFWS.					
Project-Related Impacts to Special Status Plant Species						
BIO-3	The presence of any special status species will be reported to the Project's qualified biologist, who will submit the occurrence to the CNDDB. If necessary, the biologist will report the occurrence to CDFW and/or USFWS. These signed forms shall be provided to the Mariposa County Planning Department prior to initiation of construction activities.					
BIO-4	**(*Pre-Construction Survey*):** Prior to Project activities occurring onsite, a qualified botanist/biologist will conduct focused botanical surveys during the appropriate blooming seasons. At a minimum three (3) surveys will be conducted, each at least one (1) month apart, across the blooming periods for beaked clarkia (April – May), big-scale balsamroot (March – July), Congdon's lomatium (March – June), Congdon's woolly sunflower (March – June), grassland suncup (April – June), Madera leptosiphon (April – May), Mariposa clarkia (May – June), Mariposa cryptantha (April – June), Mariposa daisy (June – August), Mariposa lupine (April – May), Mariposa pussypaws (April – May), Parry's horkelia (April – September), shaggyhair lupine (April – May), slender-stalked monkeyflower (April	Prior to construction activities	Once, as determined by qualified biologist during construction activities	Mariposa County Planning Department		

Mitigation, Monitoring, and Reporting Program						
Item	Mitigation Measure	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
	– May), ~~and~~ yellow-lip pansy monkeyflower (April – July), and Yosemite onion (May – June) according to CDFW's *Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Sensitive Natural Communities* (2018) for all appropriate habitats for these species within the site. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.					
BIO-5	**(*Avoidance*):** If special status plants are identified during a survey, an avoidance buffer and, if necessary, use of exclusion fencing, will be placed around the area so as not to disturb the plants or its root system. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.	Prior to construction activities	Once, as determined by qualified biologist during construction activities	Mariposa County Planning Department		
BIO-6	**(*Formal Consultation*):** If rare plant individuals or populations are detected within Project work areas during the focused botanical surveys, and the plants cannot be avoided, the Project proponent will initiate consultation with CNPS (for CNPS-ranked species), CDFW (for California proposed, threatened, or endangered species), and/or USFWS (for threatened or endangered species) to determine next steps for salvage and relocation. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.	Prior to construction activities	Once, as determined by qualified biologist during construction activities	Mariposa County Planning Department		

Mitigation, Monitoring, and Reporting Program						
Item	Mitigation Measure	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
Project-Related Mortality and/or Nest Abandonment of Migratory Birds, Raptors, and Special Status Birds						
BIO-7	**(*Avoidance*):** The Project's construction activities will occur, if feasible, between ~~August 16~~October 1 and January 31 (outside of the nesting bird season) to avoid impacts to nesting birds.	~~August 16~~ October 1 to January 31	Once, as determined by qualified biologist during construction activities	Mariposa County Planning Department		
BIO-8	**(*Pre-construction Surveys*):** If activities must occur within the nesting bird season (February 1 to ~~August 15~~September 30), a qualified biologist (someone able to identify these species) will conduct a pre-construction survey for active nests within seven (7) calendar days prior to the start of construction. It will be completed within the site, and up to 100 feet outside of the site for nesting migratory birds and up to 500 feet outside of the site for nesting raptors. Raptor nests are considered "active" upon the nest-building stage. If no active nests are observed, no further mitigation is required. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.	Prior to the start of construction activities	Once, as determined by qualified biologist prior to construction activities	Mariposa County Planning Department		
BIO-9	***(Avoidance Buffers)*:** On discovery of any active nests or breeding colonies near work areas, a qualified biologist will determine appropriate avoidance buffer distances based on applicable CDFW and/or USFWS guidelines, the biology of the species, conditions of the nest(s), and the level of Project disturbance. If necessary, avoidance buffers will be identified with flagging, fencing, or other easily visible means, and will be maintained until the biologist has determined that the nestlings have fledged. The results of any surveys and mitigation measures employed to reduce impacts	Prior to the start of construction activities	Once, as determined by qualified biologist prior to construction activities	Mariposa County Planning Department		

Mitigation, Monitoring, and Reporting Program						
Item	Mitigation Measure	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
	on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.					
Project-Related Mortality and/or Disturbance to California Red-Legged Frog						
BIO-10	***(Pre-construction Take Avoidance Surveys)*:** A qualified biologist (someone familiar with the identification and habitat of this species) will conduct a pre-construction take avoidance survey for CRLF within seven (7) days of construction in accordance with the Revised Guidance on Site Assessment and Field Surveys for the California Red-legged Frog (USFWS 2005) or current guidance for CRLF to determine if CRLF are within or adjacent (within 100 feet) to the creek habitat. This survey will be completed when adult frogs are most likely to be detected at night between January 1 and June 30. If construction activities will begin outside of this timeframe two surveys will be required, one between January 1 and June 30 and the second survey within seven (7) days prior to construction activities within or adjacent (within 100 feet) of the creek habitat. If no CRLFs are found during the pre-construction survey(s) work may commence without further surveys. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.	Within seven (7) days of construction activities	Once, as determined by qualified biologist prior to construction activities	Mariposa County Planning Department		
BIO-11	***(CRLF Avoidance)*:** If CRLF are found during preconstruction surveys, initial ground-disturbing activities should be timed to avoid the period when CRLF are most likely to be moving through upland areas (November 1 and March 31). If any CRLF are found during preconstruction surveys or at any time during construction, a 50-foot no-disturbance	Upon discovery of CRLF	Once, as determined by qualified biologist prior to construction activities	Mariposa County Planning Department		

Mitigation, Monitoring, and Reporting Program						
Item	Mitigation Measure	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
	buffer around CRLF and their burrows will be implemented. Project activities in the immediate vicinity will cease, allowing individuals to leave the Project site on their own accord.					
BIO-~~11~~12	**(*Monitor*):** If CRLF are observed during ~~the~~ surveys or during construction, a qualified biologist will conduct a pre-activity clearance survey each day and remain on the site to oversee all vegetation clearing and ground disturbing activities within or adjacent (within 100 feet) of the creek habitat or in other areas of the project site when initial ground-disturbing activities must take place between November 1 and March 31 when CRLF are moving though upland habitats.. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.	Upon discovery of CRLF	Once, as determined by qualified biologist prior to construction activities	Mariposa County Planning Department		
BIO-~~12~~13	**(*FYLF Take Authorization*):** If avoidance is not feasible the Project will consult with the USFWS to acquire take permits for CRLF prior to any Project activities. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.	During construction activities	Once, as determined by qualified biologist prior to construction activities	Mariposa County Planning Department		
Project-Related Mortality and/or Disturbance to Crotch's Bumble Bee						
BIO-~~13~~14	**(*Flying Bumble Bee and Nest Surveys*):** A qualified biologist (someone who is familiar with and can identify bumble bees) will conduct three flying bumble bee and nest surveys during the peak flying periods (April, May to June, and July) in accordance with Survey Considerations for California Endangered Species Act Candidate Bumble Bee Species (California Department of Fish and Wildlife 2023) prior to initial ground disturbing activities	Prior to the start of construction activities	Once, as determined by qualified biologist prior to construction activities	Mariposa County Planning Department		

Mitigation, Monitoring, and Reporting Program						
Item	Mitigation Measure	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
	~~within or adjacent (within 100 feet) of the creek habitat~~. The biologist will walk throughout the ~~creek~~ project work area ~~habitat onsite and up to 100 feet outside of the creek habitat~~ during the optimal time of the day to inspect for bumble bees and any nests. If an individual is observed, it will be followed until it can be determined if a nest is present within the survey boundary. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.					
BIO-~~14~~15	***(Identification and Protection Plan)*:** Bumble bee individuals need to be captured to be identified. If a bumble bee nest is observed, no Project activities will occur within 50 feet of the nest until a plan to identify the species using the nest and protect nesting and overwintering Crotch's bumble bee has been submitted to CDFW and approved in writing by CDFW. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.	During construction activities	Once, as determined by qualified biologist prior to construction activities	Mariposa County Planning Department		
Project-Related Mortality and/or Disturbance to Monarch Butterfly						
BIO-~~15~~16	**(*Avoidance*):** Vegetation removal will not occur during the monarch breeding season (February 1 to August 31.	During construction activities	During construction activities	Mariposa County Planning Department		
BIO-~~16~~17	**(*Pre-construction Surveys*):** If vegetation removal will occur during the breeding season (February 1 to August 31) a pre-construction survey of the BSA will be conducted by a qualified biologist (someone who can identify the species and is familiar with the species' host plants) within 15 days prior to construction activities to determine if milkweeds (*Asclepias* spp.) plants are located within the site. If	During construction activities	During construction activities	Mariposa County Planning Department		

Mitigation, Monitoring, and Reporting Program						
Item	Mitigation Measure	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
	no milkweed plants are observed, no further mitigation is required. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.					
BIO-~~17~~18	**(*Buffers*):** If milkweeds are observed within the BSA during the breeding season (February 1 to August 31), an avoidance buffer will be placed around the area as to not to disturb the plant or its root system. The buffer will be left in place until a qualified biologist has determined the buffers are no longer warranted. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.	During construction activities	During construction activities	Mariposa County Planning Department		
BIO-~~18~~19	**(*Monarch Egg and Larvae Survey*):** If milkweeds are observed within the BSA during the breeding season (February 1 to August 31) and cannot be avoided, a qualified biologist will conduct a monarch egg and larvae survey to look for eggs and larvae on milkweeds within seven (7) days prior to their removal. If no eggs or larvae are observed the milkweed plants can be removed under the supervision of a qualified biologist and will be replanted at a 3:1 ratio. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.	During construction activities	During construction activities	Mariposa County Planning Department		
BIO-~~19~~20	**(*Consultation with USFWS if Listed*):** In the event a milkweed plant with monarch eggs or larvae is detected during the pre-construction survey and	During the pre-construction survey	Once	Mariposa County Planning Department		

Mitigation, Monitoring, and Reporting Program						
Item	Mitigation Measure	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
	cannot be avoided and this species is listed under the ESA prior to this observation, consultation with USFWS will be completed to avoid take. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.					
Project-Related Mortality and/or Disturbance of Maternity Roosting Bats and Special Status Bats						
BIO-~~20~~21	**(*Pre-Construction Survey*):** A qualified biologist (someone familiar with the identification and sign of this species) will conduct a pre-construction survey for cavities and if needed, and emergence survey, within 7 days or less prior to construction if construction activities fall between March 1 and September 30 (bat maternity season) and/or November 1 through February 28 (overwintering season). This survey would help identify current bat roosting locations in trees or cavities within or near the Project site prior to the start of construction.	Within seven (7) days of construction activities	Once, as determined by qualified biologist prior to construction activities	Mariposa County Planning Department		
BIO-~~21~~22	**(*Establish Buffers*):** On discovery of any bat roosts near work areas a qualified biologist will determine appropriate construction setback distances (buffer zones) based on the biology of the species, conditions of the roost(s), and the level of Project disturbance, if appropriate. If necessary, construction buffers will be identified with flagging, fencing, or other easily visible means, and will be maintained until the biologist has determined that the roost will no longer be impacted by construction. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.	Upon discovery of bat roosts	Once, as determined by qualified biologist prior to construction activities	Mariposa County Planning Department		

Mitigation, Monitoring, and Reporting Program						
Item	Mitigation Measure	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
BIO-~~22~~23	**(*Avoidance*):** Project activities are not to occur within 100 feet of the identified maternity bat roost between sunset and sunrise during maternity season from March 1 through September 30 and the special status species overwintering bat roost from November 1 through February 28. Lighting is not to be used near roosts where it would shine on or into the roost entrance. Combustion equipment, such as generators, pumps, and vehicles are not to be parked, operated, under or adjacent to the roost.	During construction activities	During construction activities	Mariposa County Planning Department		
BIO-~~23~~24	**(*Disturbance to Trees*):** If a tree or trees must be removed a qualified biologist will inspect the tree prior to removal to verify that the tree is not active roosting habitat. Once the tree is deemed clear of bats, the tree will be removed within two days. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.	During construction activities	During construction activities	Mariposa County Planning Department		
Project-Related Mortality and/or Disturbance to Foothill Yellow-Legged Frog						
BIO-~~24~~25	**(*Pre-construction Take Avoidance Survey*):** A qualified biologist (someone familiar with the identification and habitat of this species) will conduct surveys for FYLF in accordance with CDFW's *Considerations for Conserving the Foothill Yellow-Legged Frog* (California Department of Fish and Wildlife 2018), or current guidance for FYLF to determine if FYLF are within or adjacent (within 100 feet) of the creek habitat. If no FYLFs are found during the pre-construction survey and no surface water is present in the creeks, work may commence without further surveys.	Prior to the start of construction activities	Once, as determined by qualified biologist prior to construction activities	Mariposa County Planning Department		
BIO-~~25~~26	***(FYLF Consultation and Avoidance)*:** If any FYLF are found during preconstruction surveys or at any time during construction, consultation with CDFW	Upon discovery of FYLF	Once, as determined by qualified biologist	Mariposa County Planning Department		

Mitigation, Monitoring, and Reporting Program						
Item	Mitigation Measure	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
	and USFWS is warranted to determine if the Project can avoid take. CDFW recommends that initial ground-disturbing activities be timed to avoid the period when FYLF are most likely to be moving through upland areas (i.e., November 1 to March 31). When ground-disturbing activities must take place between November 1 and March 31, CDFW recommends that a qualified biologist monitor construction activity daily for FYLF. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.		prior to construction activities			
BIO-~~26~~27	**(*Monitor*):** If FYLF have been observed during preconstruction surveys or at any time during construction and ground-disturbing activities must take place between November 1 and March 31, surface water is present during the preconstruction surveys, or if surface water becomes present at any time during the work period, the qualified biologist will conduct a pre-activity clearance survey each day and remain on the site to oversee all vegetation clearing and ground disturbing activities within FYLF habitat. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.	Upon discovery of FYLF	Once, as determined by qualified biologist prior to construction activities	Mariposa County Planning Department		
BIO-~~27~~28	**(*FYLF Take Authorization*):** If avoidance is not feasible the Project will consult with the USFWS and CDFW to acquire take permits for FYLF prior to any Project activities. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning	During construction activities	Once, as determined by qualified biologist prior to construction activities	Mariposa County Planning Department		

Mitigation, Monitoring, and Reporting Program						
Item	Mitigation Measure	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
	Department prior to commencement of any construction activities.					
Project-Related Mortality and/or Disturbance to Hardhead						
BIO-~~28~~29	**(*Avoidance*):** If possible, construction activities will not occur in or within 50 feet of Mariposa Creek or the unnamed creek when water is present.	During construction activities	Once, as determined by qualified biologist prior to construction activities	Mariposa County Planning Department		
BIO-~~29~~30	**(*Pre-construction Survey*):** If construction activities must occur in or within 50 feet of the waterways when water is present a pre-construction survey will be conducted by a qualified biologist (someone who is familiar with and can identify fish species) to look for hardhead and other special status fish species that may be present in Mariposa Creek or the unnamed creek. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.	Prior to the start of construction activities	Once, as determined by qualified biologist prior to construction activities	Mariposa County Planning Department		
BIO-~~30~~31	**(*Formal Consultation*):** If hardhead or other special status fish species are observed within Mariposa Creek or the unnamed creek and cannot be avoided the Project proponent will initiate consultation with the National Marine Fisheries Service and/or CDFW to determine any additional mitigation and minimization measures to avoid impacts to special status fish within the creeks. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.	Upon discovery of hardhead	Once, as determined by qualified biologist prior to construction activities	Mariposa County Planning Department		
Project-Related Mortality and/or Disturbance to Northwestern Pond Turtle						

Mitigation, Monitoring, and Reporting Program						
Item	Mitigation Measure	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
BIO-~~31~~32	**(*Pre-construction Survey and Avoidance Buffers*):** Within seven (7) days prior to the start of construction, a qualified biologist (someone familiar with the identification and habitat of this species) will conduct a pre-construction survey for northwestern pond turtle within the creek habitat and surrounding areas up to 330 feet. Pre-construction surveys will be conducted in accordance with the draft *Western Pond Turtle (Emys marmorata) Visual Survey Protocol for the Southcoast Ecoregion* (United States Geological Survey 2006), or current guidance. If no northwestern pond turtles are observed during the pre-construction survey, then construction activities may begin. If the surveys results in the identification of a northwestern pond turtle or an individual is found on the site during construction activities, it will be allowed to leave the site on its own or a qualified biologist (must possess appropriate collecting/handling permits or relevant experience) will stop work and relocate the individual. The qualified biologist will determine appropriate buffers to be implemented to avoid impacts to the individual(s). The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.	Within seven (7) days prior to the start of construction activities	Once, as determined by qualified biologist prior to construction activities	Mariposa County Planning Department		
BIO-~~32~~33	**(*Monitor*):** If northwestern pond turtles are observed on the site, a qualified biologist will conduct a pre-activity clearance survey each day and remain on the site to oversee all vegetation clearing and ground disturbing activities until the individual(s) have left the site. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant	During construction activities	Daily, during construction activities	Mariposa County Planning Department		

Mitigation, Monitoring, and Reporting Program						
Item	Mitigation Measure	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
	levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.					
BIO-~~33~~34	**(*Formal Consultation*):** Should northwestern pond turtles get listed by the ESA in this area and the Project/qualified biologist needs to move an individual, consultation for protection plans and/or relocation plans with the appropriate agencies will be completed to avoid take. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.	Prior to the start of construction activities	Once, Prior to ground disturbing activities and the start of construction	Mariposa County Planning Department		
Project-Related Impacts to Riparian Habitat and Natural Communities of Special Concern						
BIO-~~34~~35	**(*Analysis for Revegetation*):** If trees are to be removed during Project activities a qualified biologist will complete an analysis on the number of trees and impacts to the habitat to determine if a habitat restoration and revegetation plan (HRRP) will be needed.	During construction activities	During construction activities	Mariposa County Planning Department		
BIO-~~35~~36	**(*HRRP*):** If determined by the qualified biologist's analysis an HRRP is required, one will be developed for the Project. Upon completion of the Project, all vegetation impacted by permanent and temporary impacts, including trails, staging areas, temporary roads, and borrow sites, will be recontoured if necessary and revegetated to promote restoration of the area to pre-Project conditions. The HRRP will detail the process or processes to be implemented to restore the target areas and replant vegetation removed during the Project and will include the following Project-specific information, at a minimum: • summary of habitat impacts and proposed habitat restoration actions;	Prior to the start of construction activities	Once, Prior to ground disturbing activities and the start of construction	Mariposa County Planning Department		

Mitigation, Monitoring, and Reporting Program						
Item	Mitigation Measure	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
	• location of the restoration sites and existing site conditions; • restoration design, including a proposed restoration site schedule and descriptions of existing and proposed soils and hydrology; • site preparation requirements (including soil amendments, if required); • invasive species eradication plan if applicable, planting plan, and maintenance plan; • monitoring measures, with performance and success criteria; • monitoring methods, duration, and schedule; and • contingency measures and remedial actions. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning Department prior to commencement of any construction activities.					
Project-Related Impacts to Regulated Waters, Wetlands, and Water Quality						
BIO-~~36~~37	**(*Permits*):** If the Project intends to impact potentially jurisdictional waters, permits with USACE, RWQCB, and/or CDFW will be obtained to comply with state and federal regulations, if necessary. These permits, certifications, and agreements would ensure impacts to waters are minimized to the extent possible and permanent impacts would be offset by compensatory mitigation. The results of any surveys and mitigation measures employed to reduce impacts on species to less than significant levels shall be provided to the Mariposa County Planning	Prior to the start of construction activities	Once, Prior to ground disturbing activities and the start of construction	Mariposa County Planning Department		

Mitigation, Monitoring, and Reporting Program						
Item	Mitigation Measure	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
	Department prior to commencement of any construction activities.					
			Cultural Resources			
CUL-1	(Archaeological Remains): Should archaeological remains or artifacts be unearthed during any stage of project activities, work in the area of discovery shall cease until the area is evaluated by a qualified archaeologist. If mitigation is warranted, the project proponent shall abide by recommendations of the archaeologist.	During construction activities upon discovery of archaeological remains in the work areas.	Daily, upon discovery of archaeological remains in the work areas	Mariposa County Planning Department		
CUL-2	(Human Remains): In the event human remains, artifacts, or potentially significant cultural resources are discovered during ground disturbance on the project site, a Native American monitor shall be on-site for the duration of ground disturbance. During any construction activity that involves ground disturbance, if any signs of prehistoric, historic, archaeological, paleontological resources are evident, all work activity within fifty feet of the find shall stop and the Mariposa County Planning Department shall be notified immediately. No work shall be done within fifty feet of the find until Planning has identified appropriate measures to protect the find and those measures have been implemented by the project proponent. Protection measures for the site may include, but not be limited to, requiring the project proponent to hire a qualified archaeologist who shall conduct necessary inspections and research, and who may supervise all further ground disturbance activities and make any such recommendations as necessary to ensure compliance with applicable regulations. In addition to the Planning Department, the Mariposa County Coroner and the Native American Heritage Commission shall be notified should human remains be discovered. If the remains are determined by the Native American Heritage Commission to be Native	During construction activities upon discovery of human remains in the work areas.	Daily, upon discovery of human remains in the work areas.	Mariposa County Planning Department		

Mitigation, Monitoring, and Reporting Program						
Item	Mitigation Measure	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
	American, the NAHC guidelines shall be adhered to in treatment and disposition of the remains. Representatives of the Most Likely Descendant shall be requested to be on-site during disturbance and/or removal of human remains.					
			Noise			
NOI-1	The construction contractor shall ensure that all noise producing construction activities, including warming-up or servicing equipment and any preparation for construction, shall not commence prior to the hours of 7:00am Monday through Friday, and 8:00am on Saturdays. All construction activities shall cease by sunset Monday through Saturday. No construction shall occur on Sundays. Any deviation from the construction hours shall require Planning Department consideration and approval. The construction contractor shall locate on-site equipment staging areas to maximize the distance between construction-related noise sources and noise sensitive receptors nearest the project site during construction.	During construction activities	Daily, during construction activities	Mariposa County Planning Department		
NOI-2	The construction contractor shall ensure that all equipment will have sound control devices that are no less effective than those provided on the original equipment. Further, pavement breakers and jackhammers shall also be equipped with acoustically attenuating shields or shrouds recommended by the manufacturers thereof. In lieu of or in the absence of manufacturers' recommendations, the Director of Public Works shall have the authority to prescribe such means of accomplishing maximum noise attenuation as deemed to be in the public interest, considering the available technology and economic feasibility.	During construction activities	Daily, during construction activities	Mariposa County Planning Department		
NOI-3	The County shall ensure by inclusion in any work agreement with contractors that equipment and trucks used for construction of the Project utilize the	During construction activities	Daily, during construction activities	Mariposa County Planning Department		

Mitigation, Monitoring, and Reporting Program						
Item	Mitigation Measure	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
	best available noise control techniques (including mufflers, use of intake silencers, ducts, engine enclosures and acoustically attenuating shields or shrouds).					
NOI-4	The County shall ensure by inclusion in any work agreement with contractors that impact equipment (e.g., jack hammers, etc.) used for construction of the Project be hydraulically or electrically powered wherever feasible to avoid noise associated with compressed air exhaust from pneumatically powered tools. Where use of pneumatically powered tools is unavoidable, use of an exhaust muffler on the compressed air exhaust can lower noise levels from the exhaust by up to about 10 dBA. When feasible, external jackets on the impact equipment can achieve a reduction of 5 dBA. Whenever feasible, use quieter procedures, such as drilling rather than impact equipment operation.	During construction activities	Daily, during construction activities	Mariposa County Planning Department		
Tribal Cultural Resources						
See **CUL-1** and **CUL-2** in Section 4.5.3.						
Wildfire						
WLD-1	(Defensible Space). Pre-wildfire mitigation measures focus on the maintenance of defensible space and fire-focused landscaping for the life of the project, and may include: a. Highly flammable vegetation near the Project will be maintained to reduce fire fuel, as appropriate. b. Dispose of debris, such as dry debris, leaves, and dead limbs near and within the Project. c. Design defensible spaces with fire breaks around the Project, as appropriate.	During construction activities	Daily, during construction activities	Mariposa County Planning Department		

Mitigation, Monitoring, and Reporting Program						
Item	Mitigation Measure	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
WLD-2	(Water Source). Adequate on-site water sources will be made available during high fire risk construction activities and will include, but not limited to, water truck, water backpacks, and/or fire extinguishers	During construction activities	Daily, during construction activities	Mariposa County Planning Department		

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

Resolution No. 25-___ **Adopt a Mitigated Negative Declaration with a Mitigation, Monitoring, and Reporting Program and Approve the Design Documents for the Mariposa Creek Parkway Hillside Trails Project (SCH: 2025091254), Mariposa County Owner, Assessor Parcel Numbers: 012-140-034, 012-143-007, 012-143-008, 012-140-039, 013-190-008, 012-130-028, and 012-130-016**

WHEREAS, the Mariposa Town Planning Area Town Plan identifies the Mariposa Creek Parkway as a priority project with multiple social, economic, and environmental benefits; and

WHEREAS, on 28th day of January 2020 the Local Transportation Commission adopted Resolution 2020-3 to approve the Mariposa Creek Parkway Master Plan which identified the hillside as a location for future trails; and

WHEREAS, in 23rd of March 2021, the Board of Supervisors adopted Resolution 2021-155 to approve the Recreation and Resiliency Master Plan which further expanded upon the recommendation for recreation on the hillside originally proposed in the Mariposa Creek Parkway Master Plan; and

WHEREAS, on 12th day of July 2022, the Board of Supervisors adopted Resolution 2022-419, to authorize the submittal of an application for a Sierra Nevada Conservancy (SNC) Vibrant Recreation and Tourism Grant for the Mariposa Creek Parkway Phase III Recreation and Resiliency Enhancements to design shovel-ready trails; and

WHEREAS, on 11th day of April 2023, the Board approved an agreement with Wallace, Roberts, and Todd, Inc. (WRT) to conduct the Mariposa Creek Parkway Phase III Hillside Recreation and Resiliency Project Design and Permitting; and

WHEREAS, the project is located on approximately 235 acres of County-owned land directly adjacent to Mariposa Creek, with the project area in the Mountain Home, Scenic Resource, Scenic Resource- 5-acre, and Public/Quasi Public Zones; and

WHEREAS, the project entails 12.3 miles of multi-use trails with amenities and features to support the trail users; and

WHEREAS, WRT's subconsultants, Provost and Pritchard, prepared environmental documents in accordance with the California Environmental Quality Act (CEQA) and local administrative procedures; and

WHEREAS, the CEQA Initial Study/proposed Mitigated Negative Declaration was circulated locally

and through the State Clearinghouse (SCH) for review by state agencies under SCH No. 2025091254 with both local and state review periods running from 28th day of August 2025 through 29th of September 2025; and

WHEREAS, a Staff Report and Initial Study were prepared pursuant to the California Government Code, Mariposa County Code, CEQA, and local administrative procedures; and

WHEREAS, a duly noticed Board of Supervisors public hearing was scheduled for the 4th day of November 2025; and

WHEREAS, the Board of Supervisors did hold a public hearing on the noticed date and considered all of the information in the public record, including the Initial Study and Staff Report, testimony presented by the public concerning the project, and the comments received from the public during the public comment period; and

NOW THEREFORE BE IT RESOLVED, the Board of Supervisors of the County of Mariposa does hereby adopt a Mitigated Negative Declaration with a Mitigation, Monitoring, and Reporting Program and Approve the Design Documents for the Mariposa Creek Parkway Hillside Trails Project (SCH: 2025091254).

ON MOTION BY Supervisor _____, seconded by Supervisor _____, this resolution is duly passed and adopted this 4th day of November 2025 by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAIN:

ATTEST:

_____ _____

Danielle Bondshu, Clerk of the Board

Rosemarie Smallcombe, Board Chair
Board of Supervisors

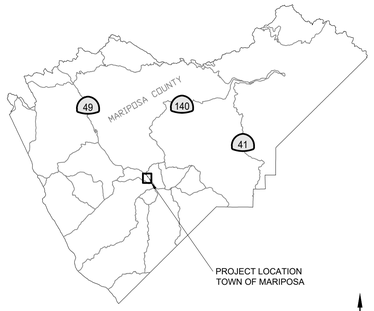
APPROVED AS TO FORM:

_____

Kevin Briggs, County Counsel

MARIPOSA CREEK PARKWAY PHASE III HILLSIDE TRAILS

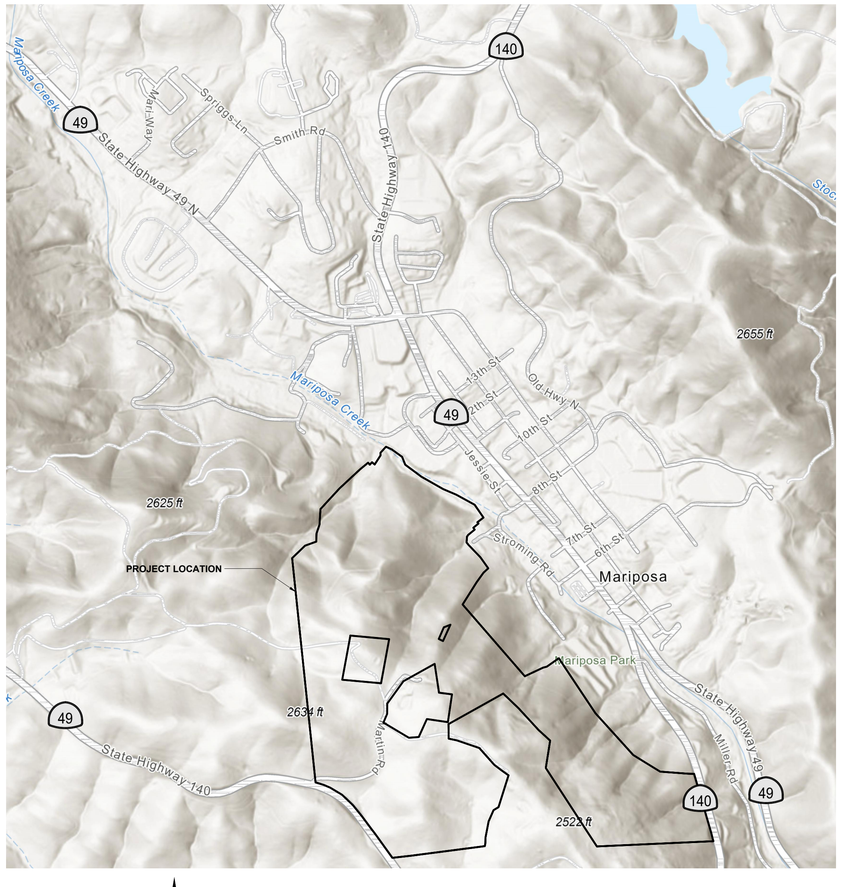
MARIPOSA, CA



PHASE III LOCATION MAP

NOT TO SCALE

N



SITE MAP

1"=1.89 MI

N

PROJECT SCOPE

THE MARIPOSA CREEK PARKWAY SYSTEM IS A TRAIL NETWORK THAT CONNECTS THE TOWN OF MARIPOSA FROM THE FAIRGROUNDS TO THE COUNTY JAIL.

THE PHASE III HILLSIDE TRAILS PROJECT WILL CONNECT THE EXISTING AND IN-PROGRESS TRAIL AND OPEN SPACE NETWORK WITH THE ADJACENT MARIPOSA COUNTY PARK AND RIDGELINE ABOVE TOWN. THIS WILL CLOSE THE GAP IN THE COMMUNITY'S RECREATION PROFILE WHILE CONTRIBUTING TO LOCAL WILDFIRE RISK REDUCTION PRIORITIES.

THE PROJECT WILL INSTALL SITE AMENITIES SUCH AS FURNISHINGS, COMPACTED AGGREGATE PAVED PICNIC AREAS, A VIEWING DECK, TRAILHEADS, PICNIC TABLES, BOULDERS, STONE STACKED WALLS AND TIMBER STEPS WHERE NEEDED FOR STABILIZATION.

NOTES:

GENERAL NOTES

1. Mariposa County (209)-966-5356 shall be contacted at least 48 hours prior to commencement of work on or near existing county facilities.
2. Mariposa public utilities district (209)-966-2515 shall be contacted at least 48 hours prior to commencement of work on or near existing district facilities.
3. Used material, rejects, misfits, or seconds, etc. are not acceptable for use on Mariposa County facilities unless authorized by engineer.
4. All construction shall be in conformance with these plans, project specifications, Mariposa Public Utility District specifications and Mariposa County specifications.
5. Contractor shall field verify the horizontal and vertical locations of all existing facilities prior to commencing work. Call underground service alert (USA) at 8-1-1. Contractor shall make engineer aware of any discrepancies.
6. All construction shall be performed in accordance with applicable health and safety laws of the state of California and CAL-OSHA standards.
7. The contractor will be responsible for the repair of all pipeline cracks, which develop during construction of improvements affecting existing facilities.
8. All excess material and/or debris shall be removed upon completion of installation.
9. Contractor shall be responsible for providing adequate sedimentation, track out and dust control at all times.
10. See field notes included in plans.

SITE SAFETY AND PROTECTION NOTES

The duty of the engineer, owner or its agents to conduct construction review of the contractor's performance and the undertaking of inspections or the giving of instructions as authorized herein is not intended to include review of the adequacy of the contractor's safety measures in, on, or near the construction site and shall not be construed as supervision of the actual construction nor make the engineer, owner or its agents responsible for providing a safe place for the performance of work by the contractor, subcontractors, or suppliers, or for access, visits, use, work, travel or occupancy by any person.

The contractor shall have at the work site, copies or suitable extracts of construction safety orders, issued by CAL-OSHA. Contractor shall comply with provisions of these and all other applicable laws, ordinances and regulations. the contractor must comply with provisions of the safety and health regulations for construction, promulgated by the secretary of labor under section 107 of the contract work hours and safety standards act, as set forth in title 29 C.F.R.

To protect the lives and health of contractor's employees under the contract, the contractor shall comply with all pertinent provisions of the "manual of accident prevention in construction" issued by the associated general contractors of America, INC., and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment or work under the contract.

The contractor alone shall be responsible for the safety, efficiency, and adequacy of the contractor's facilities, appliances, and methods and for any damage, which may result from their failure or their improper construction, maintenance or operation.

The contractor agrees that it shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property; that this requirement shall apply continuously and not be limited to normal working hours; and that the contractor shall defend, indemnify and hold the owner, WRT Design, Provost & Pritchard Consulting Group, and their respective agents harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting for liability arising from the sole negligence of owner, or the respective agents.

The owner and its agents' site responsibilities are limited solely to the activities of their employees on site. These responsibilities shall not be inferred by any party to mean that the owner or its agents have responsibility for site safety. Safety in, on, or about the site is the sole and exclusive responsibility of the contractor alone. The contractor's methods of work performance, superintendence and the contractor's employees, and sequencing of construction are also the sole and exclusive responsibilities of the contractor alone.

LANDSCAPE FEATURE PLACEMENT NOTES

1. The project contains landscape features that shall be located per the plans using field survey or measurement. Landscape features include the following items:
   - Trail Intersections
   - Benches
   - Picnic Tables
   - Fences
2. Prior to installation, contractor shall place flags at centerline and at beginning and end of features using a unique color for each feature type.
3. County Authorized Representative will review in the field and modify as needed during a field review meeting organized by the Contractor per specifications.

TOPOGRAPHY NOTE

Topography shown was collected by Provost & Pritchard Consulting Group during a field survey conducted in June 2024.

GRADING NOTES

1. Do not place more than 1-foot of loosely compacted fill within drip line of existing trees to be protected in place.
2. Earth moving and compaction for the creation of the trail system shall be performed with hand held tools, which may include mechanical tampers.

SHEET INDEX

L-000 - COVER SHEET

CIVIL

G-001 - KEY MAP
C-001 - EXISTING CONDITIONS & DEMO PLAN LOWER MARTIN
C-002 - EXISTING CONDITIONS & DEMO PLAN UPPER MARTIN
C-003 - EXISTING CONDITIONS & DEMO PLAN MARIPOSA CREEK PARKWAY TRAILHEAD
C-101 - HORIZONTAL CONTROL PLAN LOWER MARTIN
C-102 - HORIZONTAL CONTROL PLAN UPPER MARTIN
C-103 - HORIZONTAL CONTROL PLAN CREEK PARKWAY TRAILHEAD
C-104 - HORIZONTAL CONTROL PLAN - ADA TRAIL
C-201 - GRADING PLAN LOWER MARTIN
C-202 - GRADING PLAN UPPER MARTIN
C-203 - GRADING PLAN ADA TRAIL 1
C-204 - GRADING PLAN ADA TRAIL 2
C-205 - GRADING PLAN ADA TRAIL 3

LANDSCAPE

L-101 - OVERALL SITE PLAN
L-102 - PRIMIMARY TRAILHEAD ENLARGEMENT
L-103 - SECONDARY TRAILHEAD ENLARGEMENT
L-104 - OVERLOOK ENLARGEMENT
L-200 - CONSTRUCTION DETAILS - FLATWORK
L-201 - CONSTRUCTION DETAILS - STEPS, WALLS, FENCING
L-202 - CONSTRUCTION DETAILS - FURNISHINGS
L-203 - CONSTRUCTION DETAILS - FURNISHINGS
L-204 - CONSTRUCTION DETAILS - FURNISHINGS
L-205 - CONSTRUCTION DETAILS - FURNISHINGS
L-206 - CONSTRUCTION DETAILS - FURNISHINGS

TRAILS

L1 - COVER SHEET
L2 - GENERAL NOTES
L3 - KEY MAP
A1 - ENLARGEMENT PLAN 1
A2 - ENLARGEMENT PLAN 2
A3 - ENLARGEMENT PLAN 3
A4 - ENLARGEMENT PLAN 4
A5 - ENLARGEMENT PLAN 5
A6 - ENLARGEMENT PLAN 6
A7 - ENLARGEMENT PLAN 7
A8 - ENLARGEMENT PLAN 8
A9 - ENLARGEMENT PLAN 9
A10 - ENLARGEMENT PLAN 10
A11 - ENLARGEMENT PLAN 11
A12 - ENLARGEMENT PLAN 12
O1 - TRAIL CONSTRUCTION DETAILS
O2 - TRAIL CONSTRUCTION DETAILS
O3 - TRAIL CONSTRUCTION DETAILS

ARCHITECTURE

G001 - PROJECT INFORMATION
G010 - RENDERINGS
A.A200 - PRIMARY TRAILHEAD - ARCHITECTURAL PLANS
A.A201 - PRIMARY TRAILHEAD - REFLECTED CEILING PLAN
A.A400 - PRIMARY TRAILHEAD - EXTERIOR ELEVATIONS
B.A200 - SECONDARY TRAILHEAD DRAWINGS
C.A200 - VIEWING DECK - ARCHITECTURAL PLANS
C.A400 - VIEWING DECK - ELEVATIONS

ABBREVIATIONS

VIF	VERIFIED IN FIELD
TYP.	TYPICAL
SQFT	SQUARE FEET
(E)	EXISTING
CL	CENTERLINE
DIA	DIAMETER
L.O.W.	LIMIT OF WORK
SPEC	SPECIFICATION
C.I.P	CAST-IN-PLACE
PA	PLANTING AREA

WRT

MARIPOSA CREEK PARKWAY

PHASE III HILLSIDE TRAILS

OWNER

MARIPOSA COUNTY
5100 BULLION STREET
MARIPOSA, CA 95338
209.742.1343
BEN GOJER

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JAY HOESCHLER

NOT FOR CONSTRUCTION

SEAL

REGISTERED LANDSCAPE ARCHITECT
JOHN R. GIBBS
4417
SIGNATURE
6/9/2025
DATE
EXP. 08.31.26
STATE OF CALIFORNIA

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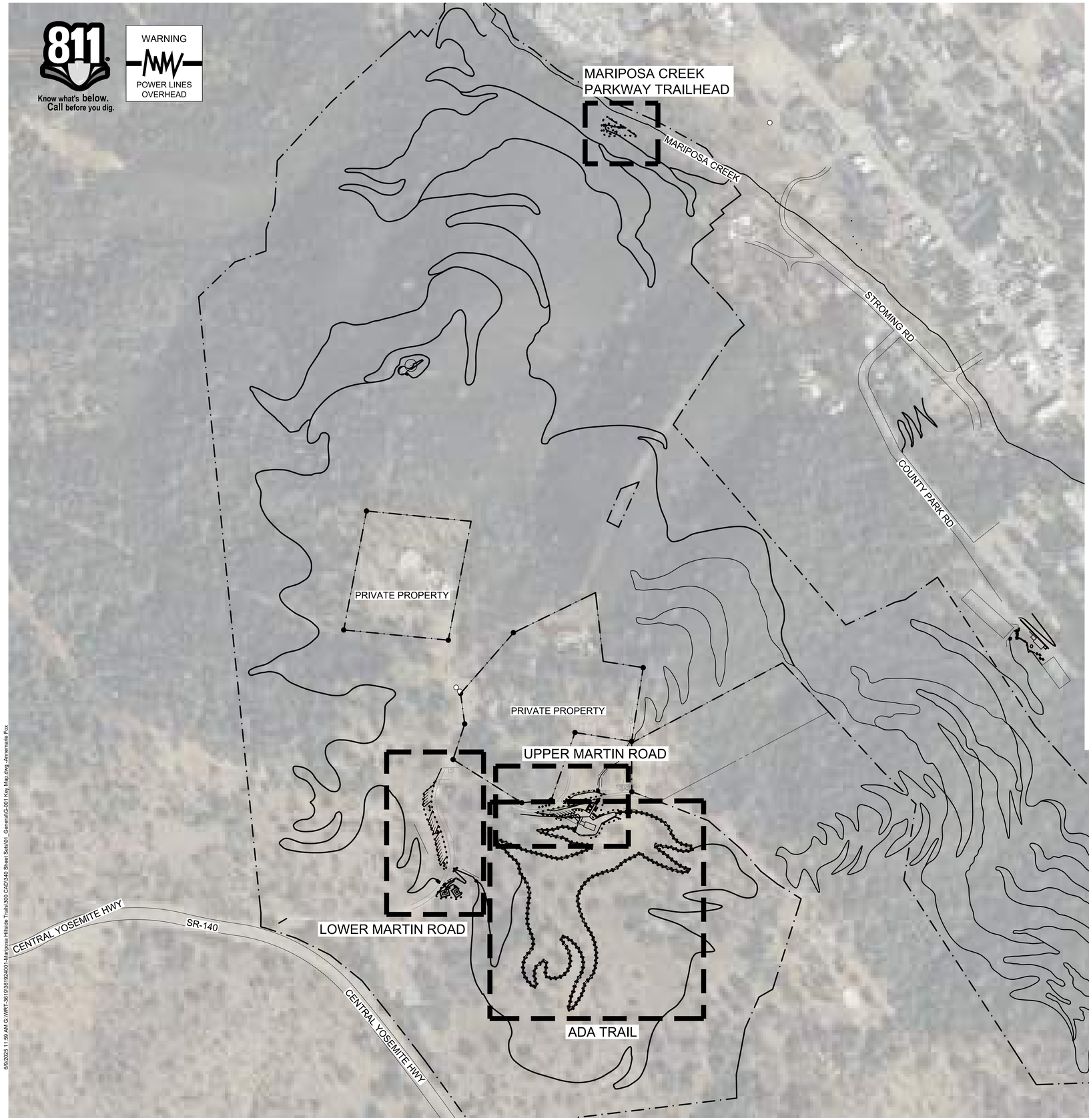
DESIGN DEVELOPMENT
65%

WRT PROJECT # 8252.07

ISSUE DATE	6/9/2025
DRAWN BY	SJ
CHECKED BY	JG/MD
SCALE	AS SHOWN

COVER SHEET

L-000



ABBREVIATIONS

AB	AGGREGATE BASE	HORIZ	HORIZONTAL
AC	ASPHALT CONCRETE	IN	INCH
APPROX	APPROXIMATE	LF	LINEAR FEET
APN	ASSESSOR'S PARCEL NUMBER	MAX	MAXIMUM
BM	BENCHMARK	MIN	MINIMUM
C, CONC	CONCRETE	MISC	MISCELLANEOUS
CA	CALIFORNIA	(N)	NORTH
CONT	CONTINUOUS	NAVD	NORTH AMERICAN VERTICAL DATUM
CONST	CONSTRUCT/CONSTRUCTION	NGVD	NATIONAL GEODETIC VERTICAL DATUM
CP	CONTROL POINT	NTS	NOT TO SCALE
DEMO	DEMOLISH/DEMOLITION	(P)	PROPOSED
DIM	DIMENSION	℄	PROPERTY LINE
DW	DRIVEWAY	PVMT	PAVEMENT
DWG	DRAWING	R	RADIUS
(E)	EXISTING, EAST	REV	REVISION
EA	EACH	R/W	RIGHT OF WAY
EG	EXISTING GRADE	S=	SLOPE
EL, ELEV	ELEVATION	SF	SQUARE FEET
EP	EDGE OF PAVEMENT	STD	STANDARD
EQUIV	EQUIVALENT	TYP	TYPICAL
ESMT	EASEMENT	UG	UNDERGROUND
(F)	FUTURE	UP	UTILITY POLE
FF	FINISHED FLOOR	UT	UTILITY
FG	FINISHED GRADE	VERT	VERTICAL
FNC	FENCE	W/	WITH
FT	FOOT/FEET	W/O	WITHOUT

LINETYPES

LINETYPE EXISTING	LINETYPE NEW	DESCRIPTION
123	123	CONTOUR (MAJOR)
123	123	CONTOUR (MINOR)
x x	x x	FENCE (WIRE)
		GRADE BREAK
		SWALE W/FLOW ARROWS
OE		ELECTRIC (AERIAL)
SS		SANITARY SEWER
		CENTERLINE
		EASEMENT
		MEANDER LINE
		PROPERTY LINE
		RIGHT-OF-WAY
		SECTION LINE
		REVISION CLOUD
		DEMO LINE
		WORK LIMITS

HATCH PATTERNS

HATCH TYPE NEW	DESCRIPTION
	DECOMPOSED GRANITE
	AGGREGATE BASE
	CONCRETE

WRT

MARIPOSA HILLSIDE TRAIL

MARIPOSA, CA

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JAY HOESCHLER

KEYPLAN

REV # DATE DESCRIPTION

SEAL

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PROVOST & PRITCHARD
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DESIGN DEVELOPMENT
65%

WRT PROJECT #	8252.07
ISSUE DATE	JUNE 2025
DRAWN BY	JMN
CHECKED BY	MO
SCALE	AS NOTED

Key Map

G-001

6/9/2025 11:59 AM G:\WRT-36\1924001-Mariposa Hillside Trail\300 CAD\340 Sheet Sets\01_General\C-001 Key Map.dwg -Annemarie Fox

811 Know what's below. Call before you dig.

WARNING
POWER LINES OVERHEAD

PP TREE
PP TREE
LW
PP TREE
PP GRAVEL ROAD
PP FENCE
MARTIN ROAD
LW
PP TREE
GRAVEL ROAD
PP
LW
TREE PP
TO SR-140

DEMOLITION LEGEND

LW LIMITS OF WORK.
CLEAR AND GRUB PER
PROJECT SPECIFICATIONS.

PP PROTECT IN PLACE

SCALE IN FEET
0 10 20 40

WRT

MARIPOSA HILLSIDE TRAIL

MARIPOSA, CA

OWNER
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KEYPLAN

REV # DATE DESCRIPTION

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Exist Conditions & Demo Plan - LOWER MARTIN

C-001

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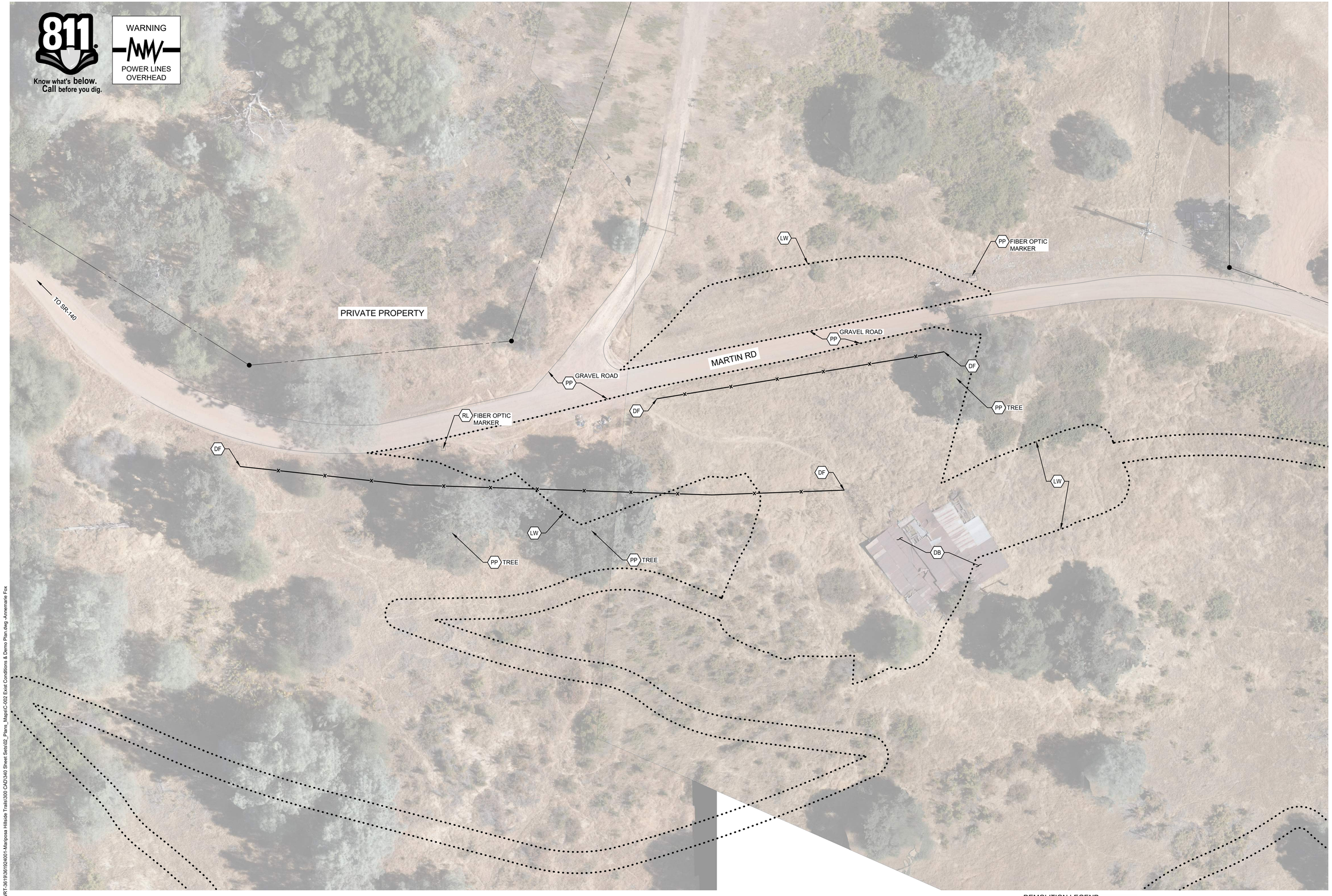

DEMOLITION LEGEND

- DB — DEMOLISH (E) BARN
- DF — DEMOLISH (E) FENCE
- LW — LIMITS OF WORK. CLEAR AND GRUB PER PROJECT SPECIFICATIONS.
- PP — PROTECT IN PLACE
- RL — RELOCATE PER PLANS

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MARIPOSA, CA

OWNER

MARIPOSA COUNTY

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Exist Conditions & Demo Plan - UPPER MARTIN

C-002

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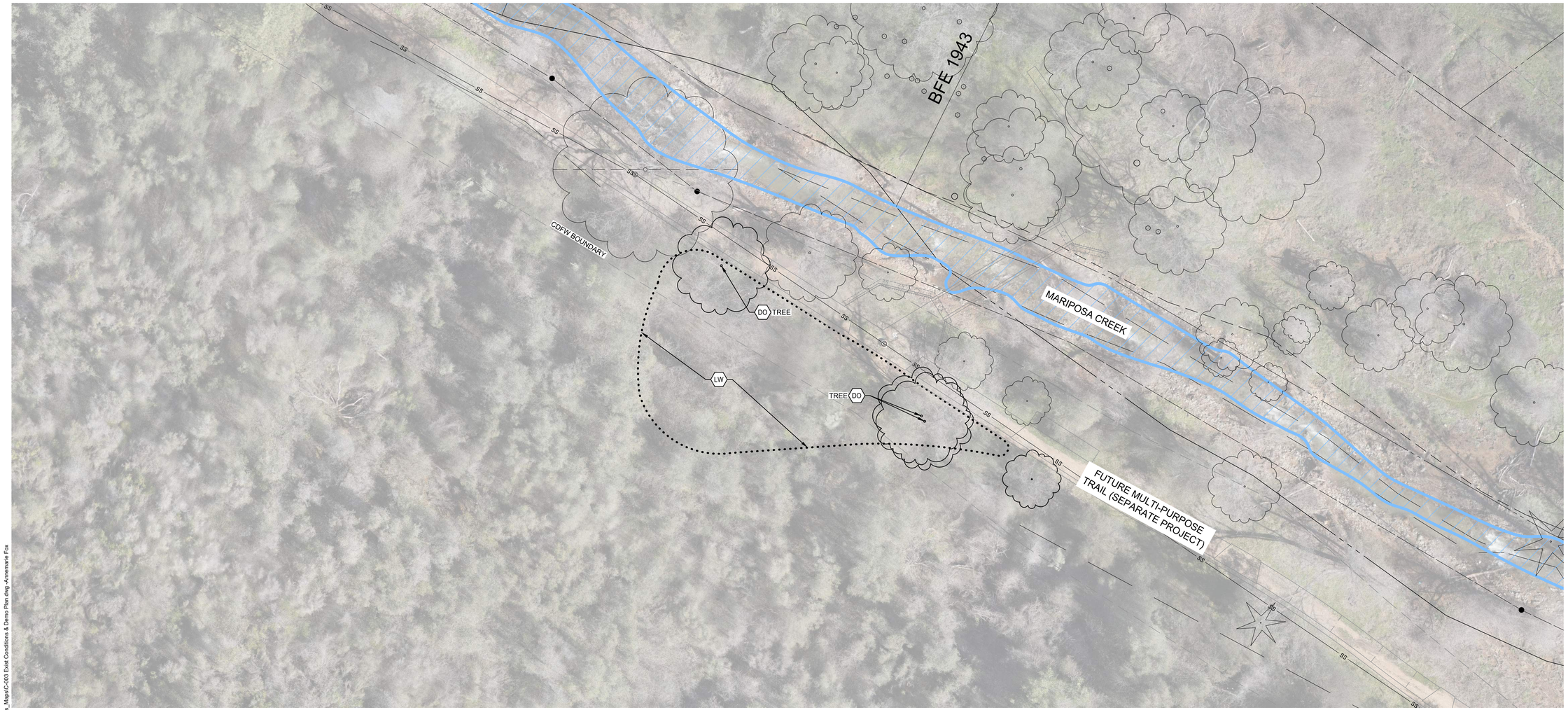

DEMOLITION LEGEND

- (DO) DEMOLITION BY OTHERS
- (LW) LIMITS OF WORK. CLEAR AND GRUB PER PROJECT SPECIFICATIONS.
- (PP) PROTECT IN PLACE

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Exist Conditions & Demo Plan - MARIPOSA CREEK PARKWAY TRAILHEAD

C-003

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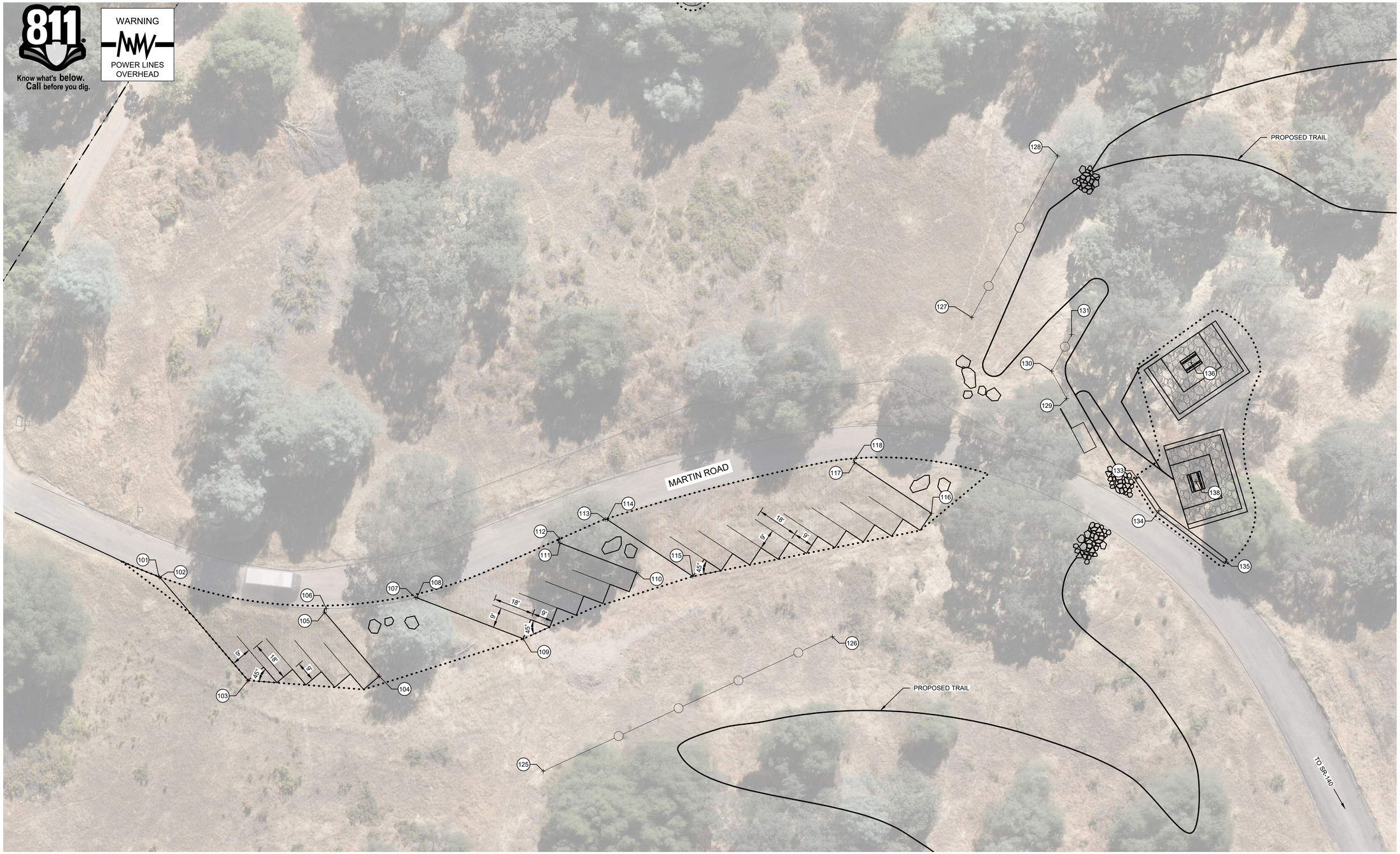

HORIZONTAL CONTROL - LOWER MARTIN ROAD			
POINT #	NORTHING	EASTING	DESCRIPTION
101	1997588.24	6714327.14	MATCH (E) / BEGIN CURVE
102	1997587.82	6714326.85	END CURVE
103	1997549.08	6714281.53	ANGLE POINT
104	1997491.49	6714283.41	ANGLE POINT
105	1997515.46	6714311.45	BEGIN CURVE
106	1997514.69	6714313.10	MATCH (E) / END CURVE
107	1997475.53	6714317.85	MATCH (E) / BEGIN CURVE
108	1997474.93	6714317.81	END CURVE
109	1997428.23	6714299.84	ANGLE POINT
110	1997378.47	6714328.91	ANGLE POINT

HORIZONTAL CONTROL - LOWER MARTIN ROAD			
POINT #	NORTHING	EASTING	DESCRIPTION
111	1997412.16	6714341.87	BEGIN CURVE
112	1997412.20	6714343.72	MATCH (E) / END CURVE
113	1997392.30	6714352.34	MATCH (E) / BEGIN CURVE
114	1997391.44	6714352.22	END CURVE
115	1997353.81	6714327.26	ANGLE POINT
116	1997249.03	6714354.94	ANGLE POINT
117	1997282.74	6714377.31	BEGIN CURVE
118	1997282.26	6714379.14	MATCH (E) / END CURVE
119	1996717.82	6714208.87	VOID
120	1996651.58	6714211.83	VOID

HORIZONTAL CONTROL - LOWER MARTIN ROAD			
POINT #	NORTHING	EASTING	DESCRIPTION
121	1996629.46	6714218.56	VOID
122	1996744.62	6714245.92	VOID
123	1996713.82	6714246.17	VOID
124	1996624.13	6714268.03	VOID
125	1997419.46	6714241.68	SPLIT RAIL FENCE
126	1997292.54	6714300.75	SPLIT RAIL FENCE
127	1997231.32	6714440.94	SPLIT RAIL FENCE
128	1997193.63	6714511.91	SPLIT RAIL FENCE
129	1997189.65	6714405.34	SPLIT RAIL FENCE
130	1997196.28	6714417.40	SPLIT RAIL FENCE

HORIZONTAL CONTROL - LOWER MARTIN ROAD			
POINT #	NORTHING	EASTING	DESCRIPTION
131	1997187.51	6714433.47	SPLIT RAIL FENCE
132	1996667.70	6714301.16	VOID
133	1997158.88	6714370.46	STONE WALL
134	1997149.17	6714356.09	STONE WALL
135	1997119.84	6714333.79	STONE WALL
136	1997135.06	6714421.27	PICNIC TABLE
137	1996694.32	6714321.50	VOID
138	1997132.92	6714368.85	PICNIC TABLE
139	1996688.45	6714291.59	VOID
140	1996671.85	6714320.59	VOID

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Horizontal Control Plan - LOWER MARTIN

C-101

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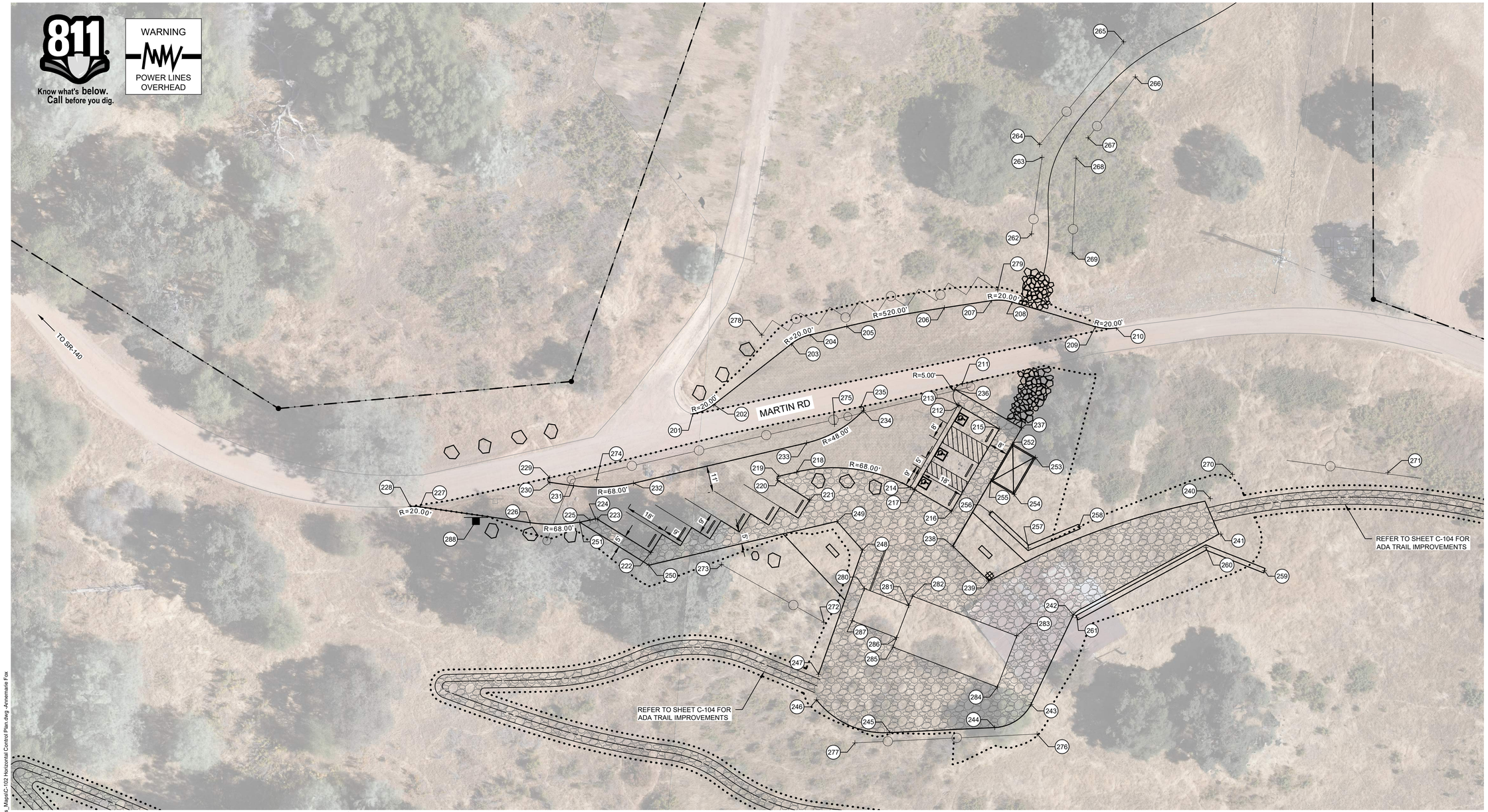

HORIZONTAL CONTROL - UPPER MARTIN			
POINT #	NORTHING	EASTING	DESCRIPTION
201	1997506.10	6714866.79	MATCH (E) / BEGIN CURVE
202	1997510.05	6714875.57	END CURVE
203	1997535.71	6714908.30	BEGIN CURVE
204	1997539.46	6714916.10	END CURVE
205	1997543.05	6714931.53	BEGIN CURVE
206	1997550.89	6714972.60	END CURVE
207	1997553.86	6714992.47	BEGIN CURVE
208	1997553.25	6715001.11	END CURVE
209	1997542.88	6715036.13	BEGIN CURVE
210	1997542.31	6715044.96	MATCH (E) / END CURVE
211	1997518.84	6714980.16	MATCH (E) / BEGIN CURVE
212	1997509.64	6714978.80	END CURVE
213	1997509.90	6714978.41	PAVEMENT EDGE
214	1997475.25	6714958.31	PAVEMENT EDGE
215	1997499.84	6714995.70	ANGLE POINT

HORIZONTAL CONTROL - UPPER MARTIN			
POINT #	NORTHING	EASTING	DESCRIPTION
216	1997465.24	6714975.63	ANGLE POINT
217	1997474.28	6714960.05	BEGIN CURVE
218	1997481.68	6714910.51	END CURVE
219	1997479.92	6714902.96	BEGIN CURVE
220	1997478.10	6714902.66	END CURVE
221	1997469.67	6714915.89	ANGLE POINT
222	1997447.79	6714849.16	ANGLE POINT
223	1997461.84	6714826.58	BEGIN CURVE
224	1997461.96	6714825.83	END CURVE
225	1997461.42	6714823.51	BEGIN CURVE
226	1997460.35	6714798.36	END CURVE
227	1997467.04	6714752.02	BEGIN CURVE
228	1997467.21	6714747.92	MATCH (E) / END CURVE
229	1997479.30	6714806.56	MATCH (E) / BEGIN CURVE
230	1997477.34	6714806.64	END CURVE

HORIZONTAL CONTROL - UPPER MARTIN			
POINT #	NORTHING	EASTING	DESCRIPTION
231	1997475.90	6714816.63	BEGIN CURVE
232	1997476.97	6714841.78	END CURVE
233	1997493.95	6714914.67	BEGIN CURVE
234	1997507.53	6714938.48	POINT OF COMPOUND CURVATURE
235	1997509.20	6714937.56	MATCH (E) / END CURVE
236	1997516.48	6714976.98	PAVEMENT EDGE
237	1997500.15	6715005.13	PAVEMENT EDGE
238	1997450.39	6714976.26	PAVEMENT EDGE
239	1997435.82	6714991.39	PAVEMENT EDGE
240	1997470.45	6715084.51	PAVEMENT EDGE
241	1997455.55	6715088.91	PAVEMENT EDGE
242	1997421.43	6715026.85	PAVEMENT EDGE
243	1997383.81	6715009.03	PAVEMENT EDGE
244	1997374.09	6714993.80	PAVEMENT EDGE
245	1997371.96	6714949.67	PAVEMENT EDGE

HORIZONTAL CONTROL - UPPER MARTIN			
POINT #	NORTHING	EASTING	DESCRIPTION
246	1997385.76	6714918.80	PAVEMENT EDGE
247	1997396.47	6714919.67	PAVEMENT EDGE
248	1997448.80	6714938.13	PAVEMENT EDGE
249	1997460.88	6714927.42	PAVEMENT EDGE
250	1997442.45	6714848.27	PAVEMENT EDGE
251	1997460.56	6714819.17	PAVEMENT EDGE
252	1997493.49	6715001.19	DOUBLE VAULT RESTROOM
253	1997487.80	6715010.90	DOUBLE VAULT RESTROOM
254	1997472.27	6715001.89	DOUBLE VAULT RESTROOM
255	1997477.92	6714992.16	DOUBLE VAULT RESTROOM
256	1997464.51	6714992.04	STONE WALL
257	1997449.75	6715007.95	STONE WALL
258	1997458.75	6715029.35	STONE WALL
259	1997440.17	6715107.20	STONE WALL
260	1997449.92	6715082.66	STONE WALL

HORIZONTAL CONTROL - UPPER MARTIN			
POINT #	NORTHING	EASTING	DESCRIPTION
261	1997420.32	6715028.37	STONE WALL
262	1997581.98	6715009.29	SPLIT RAIL FENCE
263	1997614.19	6715013.68	SPLIT RAIL FENCE
264	1997619.56	6715012.70	SPLIT RAIL FENCE
265	1997662.84	6715048.03	SPLIT RAIL FENCE
266	1997648.08	6715052.95	SPLIT RAIL FENCE
267	1997622.40	6715033.02	SPLIT RAIL FENCE
268	1997613.87	6715028.01	SPLIT RAIL FENCE
269	1997574.00	6715026.38	SPLIT RAIL FENCE
270	1997480.70	6715093.84	SPLIT RAIL FENCE
271	1997481.51	6715159.21	SPLIT RAIL FENCE
272	1997418.43	6714921.91	SPLIT RAIL FENCE
273	1997442.73	6714878.82	SPLIT RAIL FENCE
274	1997478.42	6714826.29	SPLIT RAIL FENCE
275	1997501.74	6714926.41	SPLIT RAIL FENCE

HORIZONTAL CONTROL - UPPER MARTIN			
POINT #	NORTHING	EASTING	DESCRIPTION
276	1997371.35	6715011.61	SPLIT RAIL FENCE
277	1997367.64	6714934.98	SPLIT RAIL FENCE
278	1997539.29	6714895.78	FENCE
279	1997558.33	6714995.07	FENCE
280	1997432.61	6714938.97	PAVILION
281	1997425.47	6714957.65	PAVILION
282	1997429.44	6714959.17	PAVILION
283	1997412.66	6715003.07	PAVILION
284	1997391.17	6714994.86	PAVILION
285	1997407.96	6714950.96	PAVILION
286	1997411.93	6714952.47	PAVILION
287	1997419.07	6714933.79	PAVILION
288	1997461.02	6714775.51	RELOCATED SIGN

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Horizontal Control Plan - UPPER MARTIN

C-102

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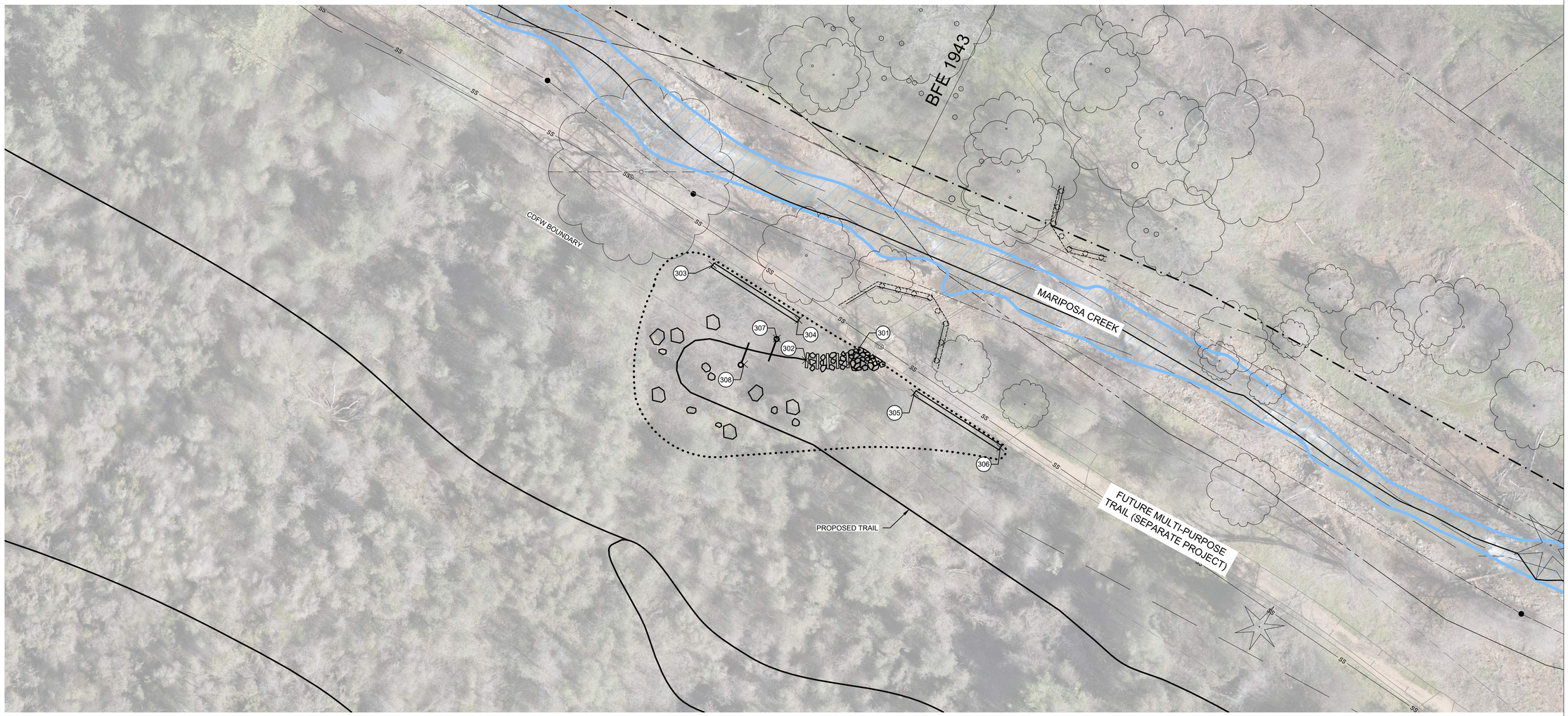

HORIZONTAL CONTROL - TRAILHEAD			
POINT #	NORTHING	EASTING	DESCRIPTION
301	2000338.38	6715111.25	BOTTOM OF TIMBER STEP
302	2000339.67	6715094.08	TOP OF TIMBER STEP
303	2000377.50	6715057.06	STONE WALL
304	2000355.64	6715091.16	STONE WALL
305	2000326.71	6715137.26	STONE WALL
306	2000304.85	6715171.36	STONE WALL
307	2000348.27	6715082.57	STEEL GATE
308	2000338.03	6715069.53	STEEL GATE

N

SCALE IN FEET
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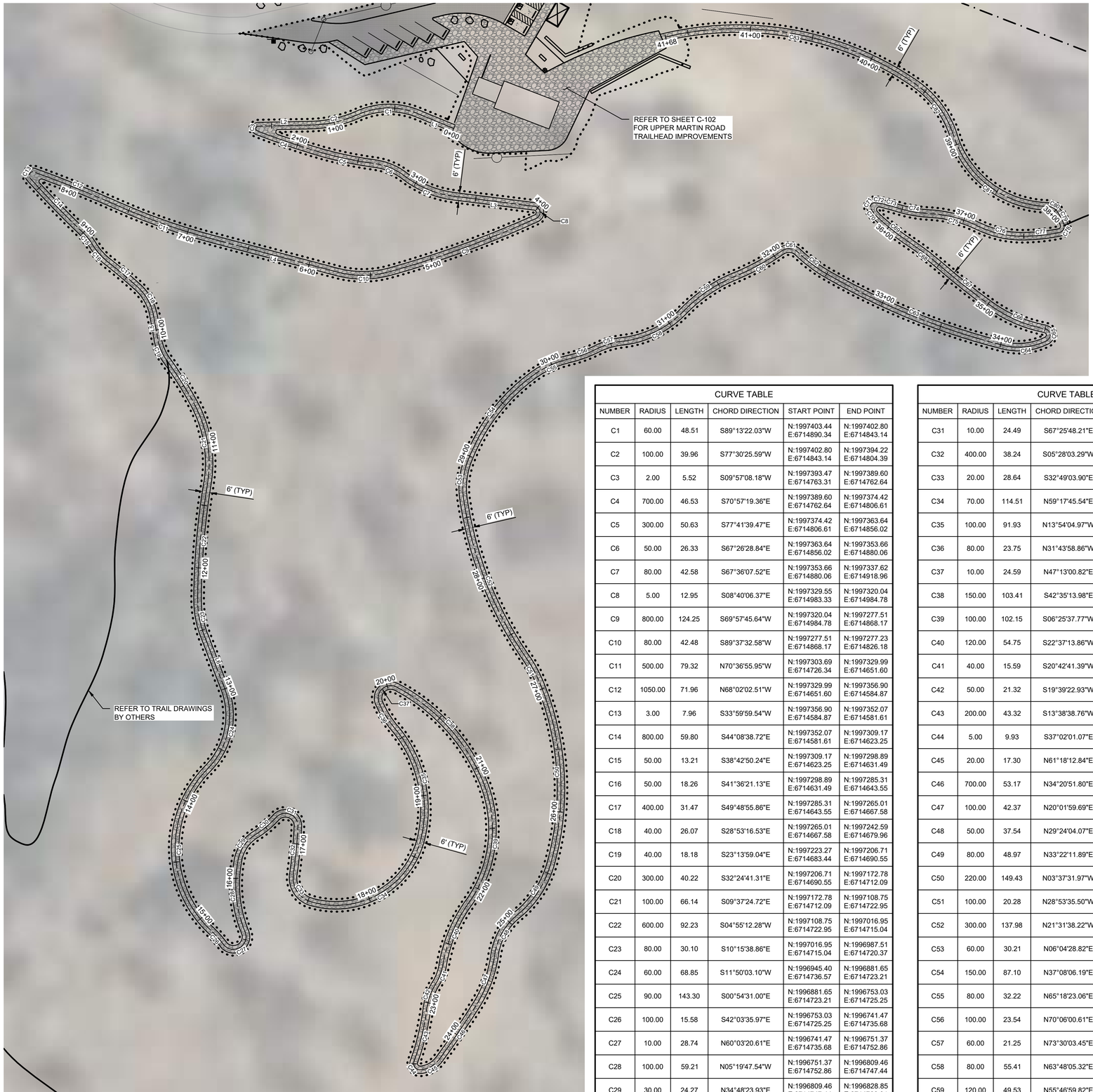
Horizontal Control Plan - MARIPOSA CREEK PARKWAY TRAILHEAD

C-103

6/9/2025 11:36 AM G:\WRT-3619\3619024001-Mariposa Hillside Trails\300 CAD\340 Sheet Sets\02_Plans_MapsIC-103 Horizontal Control Plan.dwg -Annemarie Fox



CURVE TABLE					
NUMBER	RADIUS	LENGTH	CHORD DIRECTION	START POINT	END POINT
C1	60.00	48.51	S89°13'22.03"W	N:1997403.44 E:6714890.34	N:1997402.80 E:6714843.14
C2	100.00	39.96	S77°30'25.59"W	N:1997402.80 E:6714843.14	N:1997394.22 E:6714804.39
C3	2.00	5.52	S09°57'08.18"W	N:1997393.47 E:6714763.31	N:1997389.60 E:6714762.64
C4	700.00	46.53	S70°57'19.36"E	N:1997389.60 E:6714762.64	N:1997374.42 E:6714806.61
C5	300.00	50.63	S77°41'39.47"E	N:1997374.42 E:6714806.61	N:1997363.64 E:6714856.02
C6	50.00	26.33	S67°26'28.84"E	N:1997363.64 E:6714856.02	N:1997353.66 E:6714880.06
C7	80.00	42.58	S67°36'07.52"E	N:1997353.66 E:6714880.06	N:1997337.62 E:6714918.96
C8	5.00	12.95	S08°40'06.37"E	N:1997329.55 E:6714983.33	N:1997320.04 E:6714984.78
C9	800.00	124.25	S69°57'45.64"W	N:1997320.04 E:6714984.78	N:1997277.51 E:6714868.17
C10	80.00	42.48	S89°37'32.58"W	N:1997277.51 E:6714868.17	N:1997277.23 E:6714826.18
C11	500.00	79.32	N70°36'55.95"W	N:1997303.69 E:6714726.34	N:1997329.99 E:6714651.60
C12	1050.00	71.96	N68°02'02.51"W	N:1997329.99 E:6714651.60	N:1997356.90 E:6714584.87
C13	3.00	7.96	S33°59'59.54"W	N:1997356.90 E:6714584.87	N:1997352.07 E:6714581.61
C14	800.00	59.80	S44°08'38.72"E	N:1997352.07 E:6714581.61	N:1997309.17 E:6714623.25
C15	50.00	13.21	S38°42'50.24"E	N:1997309.17 E:6714623.25	N:1997298.89 E:6714631.49
C16	50.00	18.26	S41°36'21.13"E	N:1997298.89 E:6714631.49	N:1997285.31 E:6714643.55
C17	400.00	31.47	S49°48'55.86"E	N:1997285.31 E:6714643.55	N:1997265.01 E:6714667.58
C18	40.00	26.07	S28°53'16.53"E	N:1997265.01 E:6714667.58	N:1997242.59 E:6714679.96
C19	40.00	18.18	S23°13'59.04"E	N:1997223.27 E:6714683.44	N:1997206.71 E:6714690.55
C20	300.00	40.22	S32°24'41.31"E	N:1997206.71 E:6714690.55	N:1997172.78 E:6714712.09
C21	100.00	66.14	S09°37'24.72"E	N:1997172.78 E:6714712.09	N:1997108.75 E:6714722.95
C22	600.00	92.23	S04°55'12.28"W	N:1997108.75 E:6714722.95	N:1997016.95 E:6714715.04
C23	80.00	30.10	S10°15'38.86"E	N:1997016.95 E:6714715.04	N:1996987.51 E:6714720.37
C24	60.00	68.85	S11°50'03.10"W	N:1996945.40 E:6714736.57	N:1996881.65 E:6714723.21
C25	90.00	143.30	S00°54'31.00"E	N:1996881.65 E:6714723.21	N:1996753.03 E:6714725.25
C26	100.00	15.58	S42°03'35.97"E	N:1996753.03 E:6714725.25	N:1996741.47 E:6714735.68
C27	10.00	28.74	N60°03'20.61"E	N:1996741.47 E:6714735.68	N:1996751.37 E:6714752.86
C28	100.00	59.21	N05°19'47.54"W	N:1996751.37 E:6714752.86	N:1996809.46 E:6714747.44
C29	30.00	24.27	N34°48'23.93"E	N:1996809.46 E:6714747.44	N:1996828.85 E:6714760.91
C30	80.00	21.74	N50°11'45.92"E	N:1996828.85 E:6714760.91	N:1996842.72 E:6714777.56

CURVE TABLE					
NUMBER	RADIUS	LENGTH	CHORD DIRECTION	START POINT	END POINT
C31	10.00	24.49	S67°25'48.21"E	N:1996842.72 E:6714777.56	N:1996835.50 E:6714794.94
C32	400.00	38.24	S05°28'03.29"W	N:1996835.50 E:6714794.94	N:1996797.45 E:6714791.29
C33	20.00	28.64	S32°49'03.90"E	N:1996797.45 E:6714791.29	N:1996775.38 E:6714805.52
C34	70.00	114.51	N59°17'45.54"E	N:1996775.38 E:6714805.52	N:1996827.55 E:6714893.36
C35	100.00	91.93	N13°54'04.97"W	N:1996827.55 E:6714893.36	N:1996913.67 E:6714872.04
C36	80.00	23.75	N31°43'58.86"W	N:1996913.67 E:6714872.04	N:1996933.80 E:6714859.60
C37	10.00	24.59	N47°13'00.82"E	N:1996933.80 E:6714859.60	N:1996946.60 E:6714873.43
C38	150.00	103.41	S42°35'13.98"E	N:1996946.60 E:6714873.43	N:1996871.96 E:6714942.03
C39	100.00	102.15	S06°25'37.77"W	N:1996871.96 E:6714942.03	N:1996774.81 E:6714931.09
C40	120.00	54.75	S22°37'13.86"W	N:1996774.81 E:6714931.09	N:1996724.70 E:6714910.21
C41	40.00	15.59	S20°42'41.39"W	N:1996724.70 E:6714910.21	N:1996710.22 E:6714904.73
C42	50.00	21.32	S19°39'22.93"W	N:1996710.22 E:6714904.73	N:1996690.29 E:6714897.62
C43	200.00	43.32	S13°38'38.76"W	N:1996690.29 E:6714897.62	N:1996648.27 E:6714887.42
C44	5.00	9.93	S37°02'01.07"E	N:1996648.27 E:6714887.42	N:1996641.59 E:6714892.46
C45	20.00	17.30	N61°18'12.84"E	N:1996641.59 E:6714892.46	N:1996649.64 E:6714907.17
C46	700.00	53.17	N34°20'51.80"E	N:1996649.64 E:6714907.17	N:1996693.52 E:6714937.16
C47	100.00	42.37	N20°01'59.69"E	N:1996693.52 E:6714937.16	N:1996733.03 E:6714951.57
C48	50.00	37.54	N29°24'04.07"E	N:1996733.03 E:6714951.57	N:1996764.97 E:6714969.56
C49	80.00	48.97	N33°22'11.89"E	N:1996764.97 E:6714969.56	N:1996805.24 E:6714996.08
C50	220.00	149.43	N03°37'31.97"W	N:1996805.24 E:6714996.08	N:1996951.51 E:6714986.81
C51	100.00	20.28	N28°53'35.50"W	N:1996951.51 E:6714986.81	N:1996969.24 E:6714977.03
C52	300.00	137.98	N21°31'38.22"W	N:1996969.24 E:6714977.03	N:1997096.46 E:6714926.85
C53	60.00	30.21	N06°04'28.82"E	N:1997096.46 E:6714926.85	N:1997126.19 E:6714930.01
C54	150.00	87.10	N37°08'06.19"E	N:1997126.19 E:6714930.01	N:1997194.65 E:6714981.86
C55	80.00	32.22	N65°18'23.06"E	N:1997194.65 E:6714981.86	N:1997208.02 E:6715010.93
C56	100.00	23.54	N70°06'00.61"E	N:1997208.02 E:6715010.93	N:1997216.01 E:6715033.01
C57	60.00	21.25	N73°30'03.45"E	N:1997216.01 E:6715033.01	N:1997222.02 E:6715053.28
C58	80.00	55.41	N63°48'05.32"E	N:1997222.02 E:6715053.28	N:1997245.99 E:6715102.01
C59	120.00	49.53	N55°46'59.82"E	N:1997245.99 E:6715102.01	N:1997273.65 E:6715142.68
C60	200.00	42.94	N61°27'27.08"E	N:1997273.65 E:6715142.68	N:1997294.13 E:6715180.33

CURVE TABLE					
NUMBER	RADIUS	LENGTH	CHORD DIRECTION	START POINT	END POINT
C61	10.00	13.73	S85°21'42.15"E	N:1997294.13 E:6715180.33	N:1997293.11 E:6715192.97
C62	120.00	29.47	S53°03'52.68"E	N:1997293.11 E:6715192.97	N:1997275.44 E:6715216.46
C63	550.00	151.72	S68°00'07.56"E	N:1997275.44 E:6715216.46	N:1997218.79 E:6715356.69
C64	50.00	35.38	N83°49'17.26"E	N:1997218.79 E:6715356.69	N:1997222.52 E:6715391.14
C65	5.00	12.45	N07°47'15.31"W	N:1997222.52 E:6715391.14	N:1997231.91 E:6715389.86
C66	110.00	47.38	N66°47'03.87"W	N:1997231.91 E:6715389.86	N:1997250.44 E:6715346.65
C67	550.00	51.14	N51°46'56.60"W	N:1997250.44 E:6715346.65	N:1997282.07 E:6715306.49
C68	250.00	31.34	N52°42'34.01"W	N:1997282.07 E:6715306.49	N:1997301.04 E:6715281.57
C69	200.00	31.18	N51°50'01.85"W	N:1997301.04 E:6715281.57	N:1997320.29 E:6715257.08
C70	30.00	9.71	N38°05'52.62"W	N:1997320.29 E:6715257.08	N:1997327.90 E:6715251.12
C71	3.00	6.23	N30°42'04.15"E	N:1997327.90 E:6715251.12	N:1997332.34 E:6715253.76
C72	30.00	6.96	S83°07'34.43"E	N:1997332.34 E:6715253.76	N:1997331.51 E:6715260.65
C73	200.00	12.78	S74°39'10.65"E	N:1997331.51 E:6715260.65	N:1997328.13 E:6715272.97
C74	100.00	25.12	S80°01'06.24"E	N:1997328.13 E:6715272.97	N:1997323.79 E:6715297.64
C75	100.00	40.51	S75°36'29.01"E	N:1997323.79 E:6715297.64	N:1997313.79 E:6715336.62
C76	80.00	36.55	S77°05'22.13"E	N:1997313.79 E:6715336.62	N:1997305.69 E:6715371.93
C77	150.00	29.46	N84°11'44.25"E	N:1997305.69 E:6715371.93	N:1997308.67 E:6715401.20
C78	5.00	8.70	N28°42'58.46"E	N:1997308.67 E:6715401.20	N:1997315.37 E:6715404.87
C79	50.00	10.90	N27°22'55.42"W	N:1997315.37 E:6715404.87	N:1997325.03 E:6715399.87
C80	10.00	9.61	N61°10'21.06"W	N:1997325.03 E:6715399.87	N:1997329.49 E:6715391.76
C81	80.00	99.44	N53°06'32.51"W	N:1997329.49 E:6715391.76	N:1997385.41 E:6715317.26
C82	80.00	53.15	N36°32'01.51"W	N:1997385.41 E:6715317.26	N:1997427.34 E:6715286.20
C83	250.00	207.92	N79°23'29.37"W	N:1997427.34 E:6715286.20	N:1997464.52 E:6715087.68

LINE TABLE				
NUMBER	LENGTH	DIRECTION	START POINT	END POINT
L1	31.12	N67°36'47.23"W	N:1997391.59 E:6714919.11	N:1997403.44 E:6714890.34
L2	41.08	S88°57'19.88"W	N:1997394.22 E:6714804.39	N:1997393.47 E:6714763.31
L3	64.87	S82°51'01.09"E	N:1997337.62 E:6714918.96	N:1997329.55 E:6714983.33
L4	103.28	N75°09'37.79"W	N:1997277.23 E:6714826.18	N:1997303.69 E:6714726.34
L5	19.63	S10°12'50.56"E	N:1997242.59 E:6714679.96	N:1997223.27 E:6714683.44
L6	45.12	S21°02'16.61"E	N:1996987.51 E:6714720.37	N:1996945.40 E:6714736.57

WARNING
POWER LINES OVERHEAD

811 Know what's below. Call before you dig.

SCALE IN FEET
0 20 40 80

WRT

MARIPOSA HILLSIDE TRAIL

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MARIPOSA COUNTY
5100 BULLION STREET
MARIPOSA, CA 95338
209.742.1343
BEN GOJER

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WALLACE ROBERTS & TODD, INC.
120 2ND ST, 3RD FLOOR
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REGISTERED PROFESSIONAL ENGINEER MICHAEL R. OSBORN No. 71447 FOR REVIEW ONLY STATE OF CALIFORNIA

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DESIGN DEVELOPMENT
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WRT PROJECT #	8252.07
ISSUE DATE	JUNE 2025
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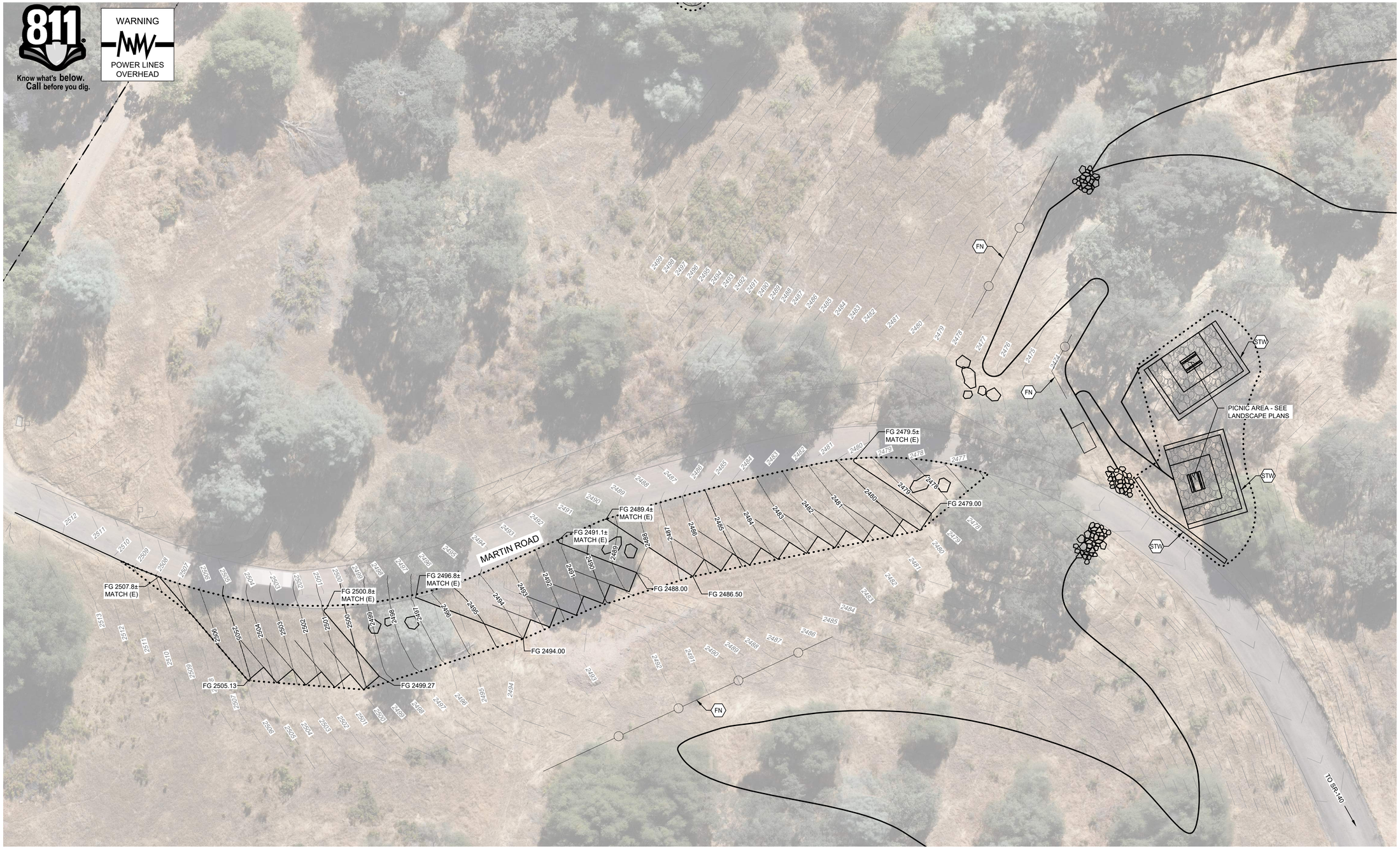
CHECKED BY	MO
SCALE	AS NOTED

Horizontal Control Plan - ADA TRAIL

C-104

6/9/2025 11:36 AM G:\WRT-361\9361924001-Mariposa Hillside Trails\300 CAD\340 Sheet Sets\02_Plans_Maps\C-104 Horizontal Control Plan.dwg -Annemarie Fox



CONSTRUCTION NOTES		
CALLOUT	DESCRIPTION	DETAIL NO.
	CONCRETE PAVEMENT	
	DECOMPOSED GRANITE	
	AGGREGATE BASE	
DW	FURNISH AND INSTALL DETECTABLE WARNING SURFACE	
	ADA TRAIL LEVEL LANDING- SLOPE SHALL BE LESS THAN 2.0% IN ALL DIRECTIONS AND A MINIMUM OF 6' IN WIDTH AND 5' IN LENGTH	
FN	SPLIT RAIL FENCE- SEE LANDSCAPE PLANS	
STW	DECORATIVE STONE WALL- SEE LANDSCAPE PLANS	

SCALE IN FEET
0 10 20 40

WRT

MARIPOSA HILLSIDE TRAIL

MARIPOSA, CA

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TEXAS 78205
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GRAHAM BEACH

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AVID TRAILS
435.659.4979
AVIDTRAILS.COM
JAY HOESCHLER

KEYPLAN

REV # DATE DESCRIPTION

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REGISTERED PROFESSIONAL ENGINEER
MICHAEL R. OSBORN
No. 74477
STATE OF CALIFORNIA
FOR REVIEW ONLY

PROVOST& PRITCHARD
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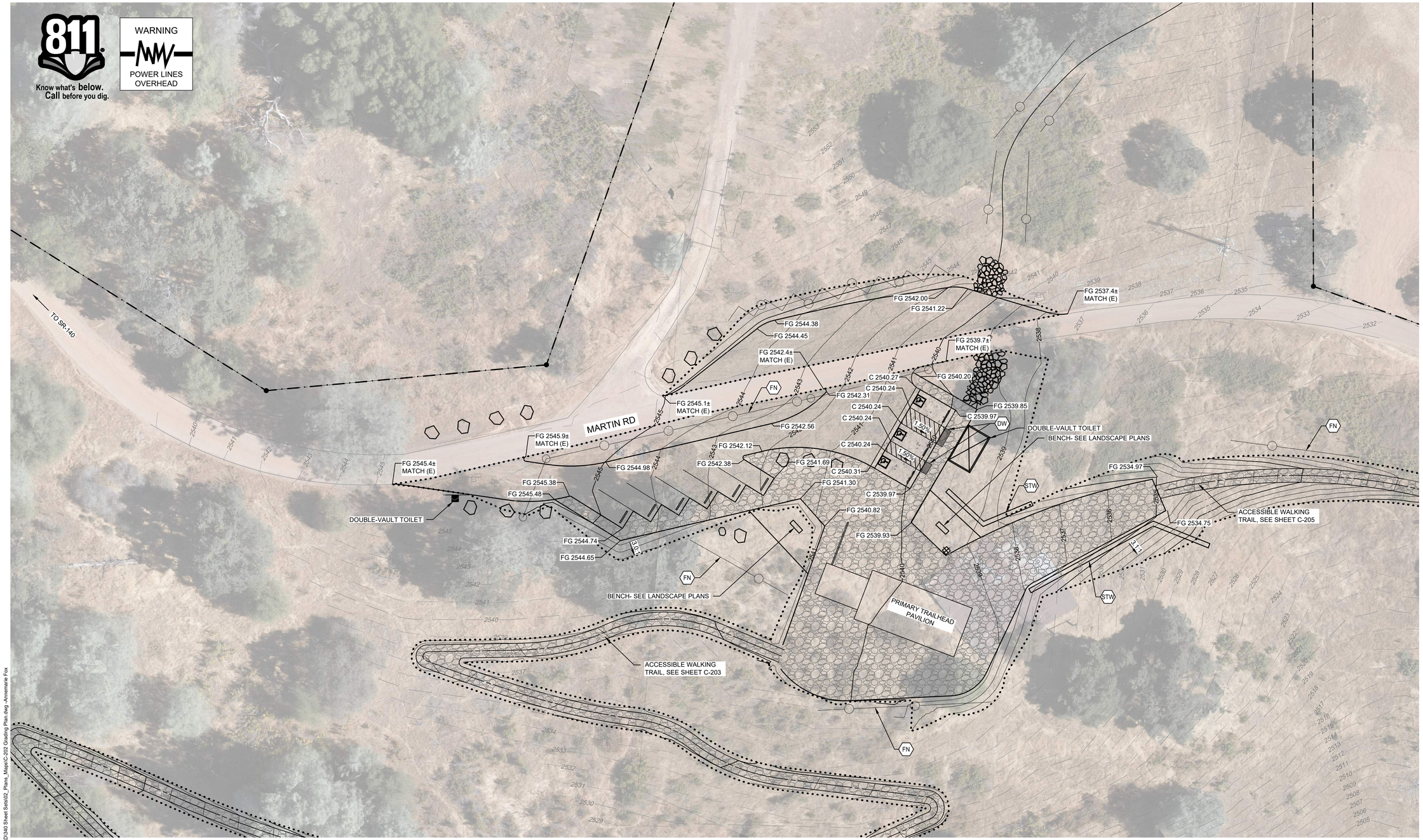
WRT PROJECT #	8252.07
ISSUE DATE	JUNE 2025
DRAWN BY	JMN
CHECKED BY	MO
SCALE	AS NOTED

Grading Plan - LOWER MARTIN

C-201

6/9/2025 11:37 AM G:\WRT-381959\924001-Mariposa Hillside Trails\300 CAD\340 Sheet Sets\02_Plans_Maps\C-201 Grading Plan.dwg -Annemarie Fox



CONSTRUCTION NOTES		
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	CONCRETE PAVEMENT	
	DECOMPOSED GRANITE	
	AGGREGATE BASE	
DW	FURNISH AND INSTALL DETECTABLE WARNING SURFACE	
	ADA TRAIL LEVEL LANDING- SLOPE SHALL BE LESS THAN 2.0% IN ALL DIRECTIONS AND A MINIMUM OF 6' IN WIDTH AND 5' IN LENGTH	
FN	SPLIT RAIL FENCE- SEE LANDSCAPE PLANS	
STW	DECORATIVE STONE WALL- SEE LANDSCAPE PLANS	

SCALE IN FEET
0 10 20 40

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MARIPOSA, CA

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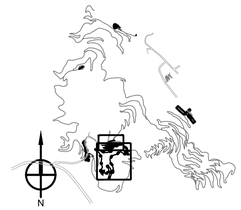
KEYPLAN



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DESIGN DEVELOPMENT
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WRT PROJECT #	8252.07
ISSUE DATE	JUNE 2025
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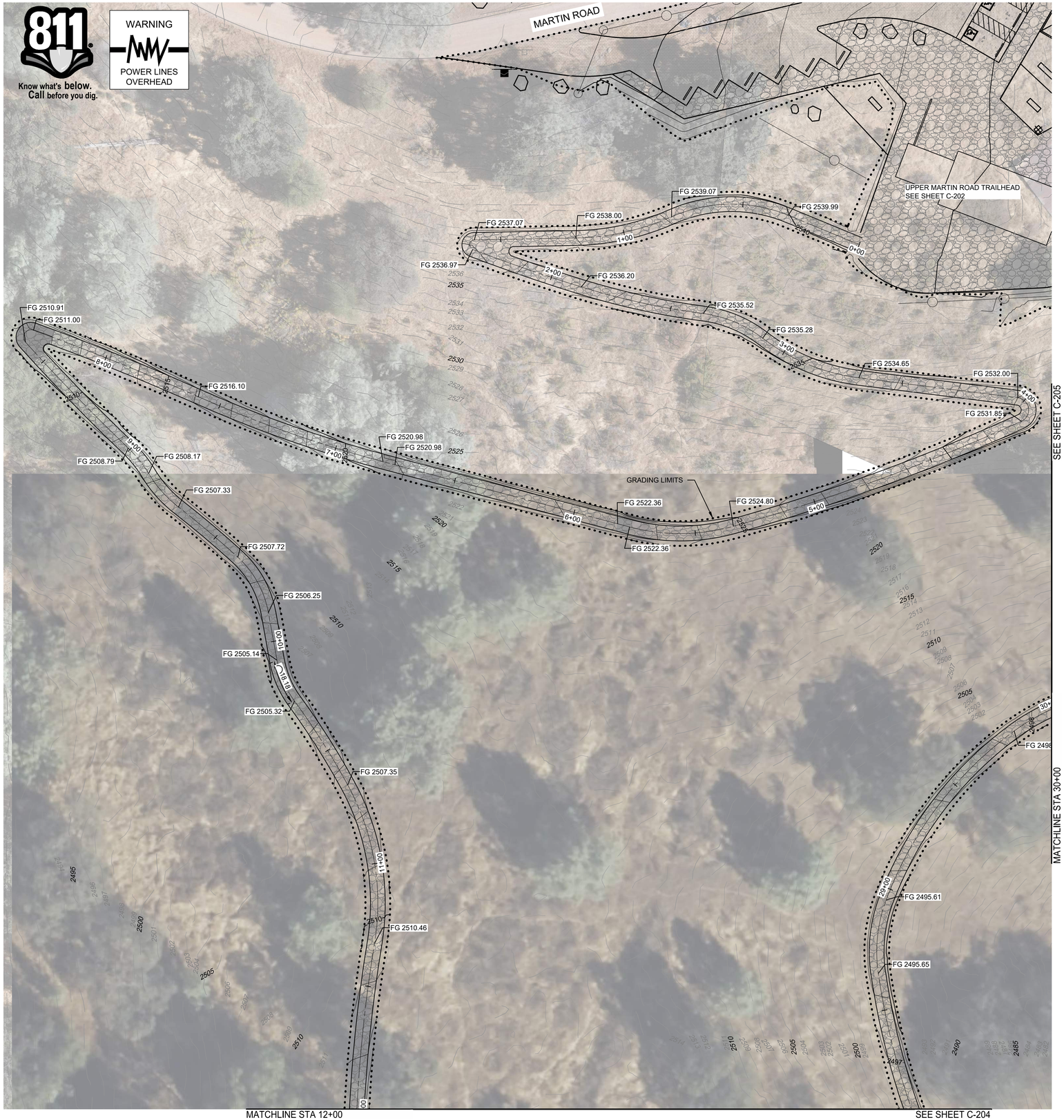
CHECKED BY	MO
SCALE	AS NOTED

Grading Plan - UPPER MARTIN

C-202

6/9/2025 2:14 PM G:\WRT-36\36192400\1-Mariposa Hillside Trails\300 CAD\340 Sheet Sets\02_Plans_Maps\C-202 Grading Plan.dwg -Annemarie Fox



CONSTRUCTION NOTES		
CALLOUT	DESCRIPTION	DETAIL NO.
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DW	FURNISH AND INSTALL DETECTABLE WARNING SURFACE	
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FN	SPLIT RAIL FENCE- SEE LANDSCAPE PLANS	
STW	DECORATIVE STONE WALL- SEE LANDSCAPE PLANS	

SCALE IN FEET
0 10 20 40

WRT

MARIPOSA HILLSIDE TRAIL

MARIPOSA, CA

OWNER
MARIPOSA COUNTY
5100 BULLION STREET
MARIPOSA, CA 95338
209.742.1343
BEN GOJER

LANDSCAPE ARCHITECT
WALLACE ROBERTS & TODD, INC.
120 2ND ST, 3RD FLOOR
SAN FRANCISCO, CA 94103
415.575.4722
WRTDESIGN.COM
JOHN GIBBS, PLA

CIVIL ENGINEER
PROVOST & PRITCHARD
455 W FIR AVENUE
CLOVIS, CA 93611-9166
559.449.2700
PROVOSTANDPRITCHARD.COM
MICHAEL OSBORN, PE

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TEXAS 78205
210.227.3335
LAKEFLATO.COM
GRAHAM BEACH

TRAILS
AVID TRAILS
435.659.4979
AVIDTRAILS.COM
JAY HOESCHLER

KEYPLAN

REV # DATE DESCRIPTION

SEAL

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CLOVIS, CA 93611-9166
PHONE (559) 449-2700
FAX (559) 449-2715
www.provostandpritchard.com

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ISSUE DATE	JUNE 2025
DRAWN BY	JMN
CHECKED BY	MO
SCALE	AS NOTED

Grading Plan - ADA TRAIL 1

C-203

6/9/2025 11:39 AM G:\WRT-3619\3619240001-Mariposa Hillside Trails\300 CAD\340 Sheet Sets\02_Plans_Maps\C-203 Grading Plan.dwg -Annemarie Fox

CONSTRUCTION NOTES		
CALLOUT	DESCRIPTION	DETAIL NO.
	CONCRETE PAVEMENT	
	DECOMPOSED GRANITE	
	AGGREGATE BASE	
DW	FURNISH AND INSTALL DETECTABLE WARNING SURFACE	
	ADA TRAIL LEVEL LANDING- SLOPE SHALL BE LESS THAN 2.0% IN ALL DIRECTIONS AND A MINIMUM OF 6' IN WIDTH AND 5' IN LENGTH	
FN	SPLIT RAIL FENCE- SEE LANDSCAPE PLANS	
STW	DECORATIVE STONE WALL- SEE LANDSCAPE PLANS	

SCALE IN FEET
0 10 20 40

WRT

MARIPOSA HILLSIDE TRAIL

MARIPOSA, CA

OWNER
MARIPOSA COUNTY
5100 BULLION STREET
MARIPOSA, CA 95338
209.742.1343
BEN GOJER

LANDSCAPE ARCHITECT
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KEYPLAN

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DESIGN DEVELOPMENT
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SCALE	AS NOTED

Grading Plan - ADA TRAIL 2

C-204

6/9/2025 11:40 AM G:\WRT-36\8536\82400\Mariposa Hillside Trails\300 CAD\340 Sheet Sets\02_Plans_Maps\C-204 Grading Plan.dwg Annemarie Fox

CONSTRUCTION NOTES		
CALLOUT	DESCRIPTION	DETAIL NO.
	CONCRETE PAVEMENT	
	DECOMPOSED GRANITE	
	AGGREGATE BASE	
DW	FURNISH AND INSTALL DETECTABLE WARNING SURFACE	
	ADA TRAIL LEVEL LANDING- SLOPE SHALL BE LESS THAN 2.0% IN ALL DIRECTIONS AND A MINIMUM OF 6' IN WIDTH AND 5' IN LENGTH	
FN	SPLIT RAIL FENCE- SEE LANDSCAPE PLANS	
STW	DECORATIVE STONE WALL- SEE LANDSCAPE PLANS	

SCALE IN FEET
0 10 20 40

WRT

MARIPOSA HILLSIDE TRAIL

MARIPOSA, CA

OWNER
MARIPOSA COUNTY
5100 BULLION STREET
MARIPOSA, CA 95338
209.742.1343
BEN GOJER

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KEYPLAN

REV # DATE DESCRIPTION

SEAL

REGISTERED PROFESSIONAL ENGINEER
MICHAEL R. OSBORN
No. 72161
CIVIL
STATE OF CALIFORNIA

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SCALE	AS NOTED

Grading Plan - ADA TRAIL 3

C-205

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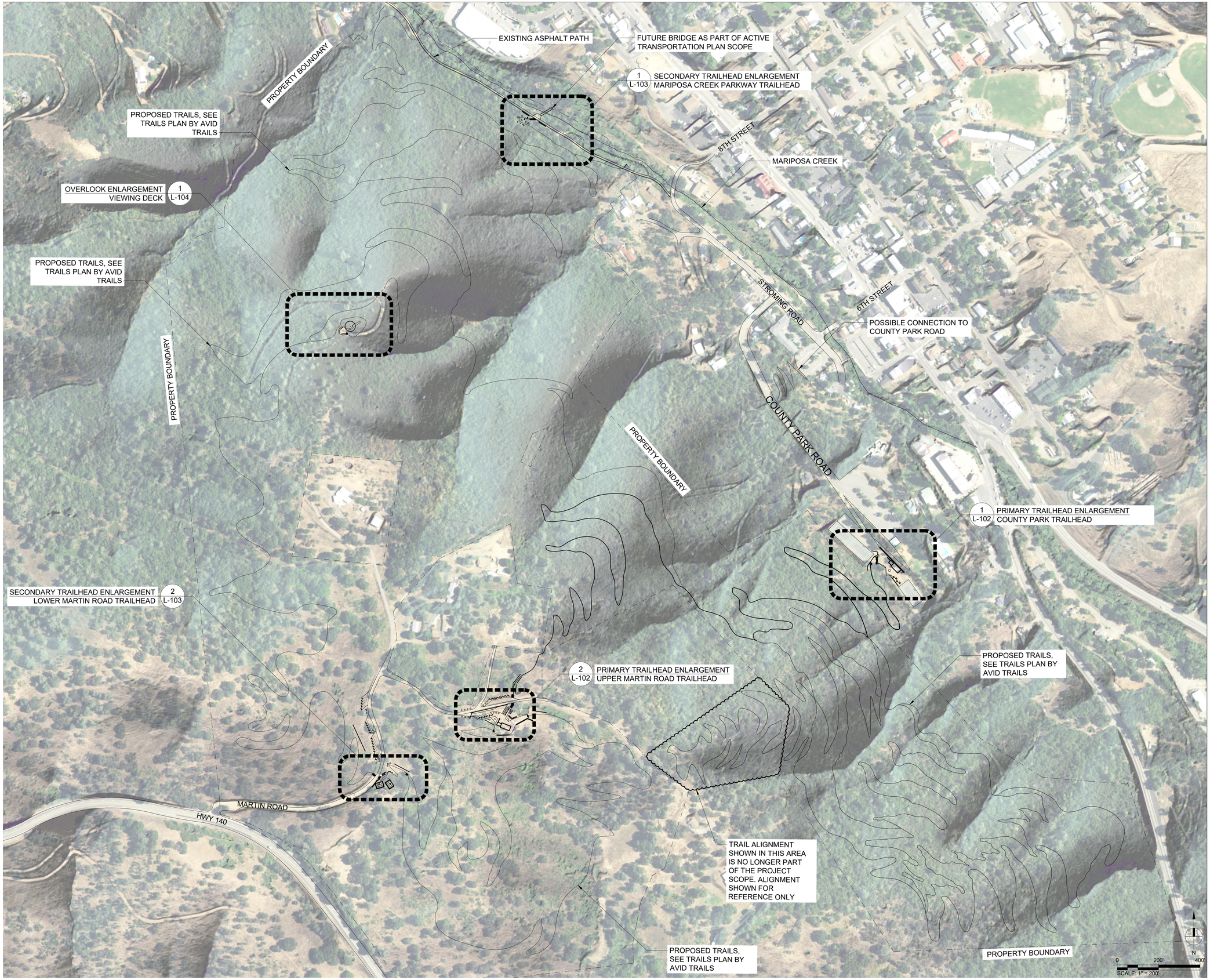

WRT

MARIPOSA CREEK PARKWAY

PHASE III HILLSIDE TRAILS

OWNER

MARIPOSA COUNTY
5100 BULLION STREET
MARIPOSA, CA 95338
209.742.1343
BEN GOJER

LANDSCAPE ARCHITECT

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REGISTERED LANDSCAPE ARCHITECT
JOHN R. GIBBS
4417
SIGNATURE
6/9/2025
DATE
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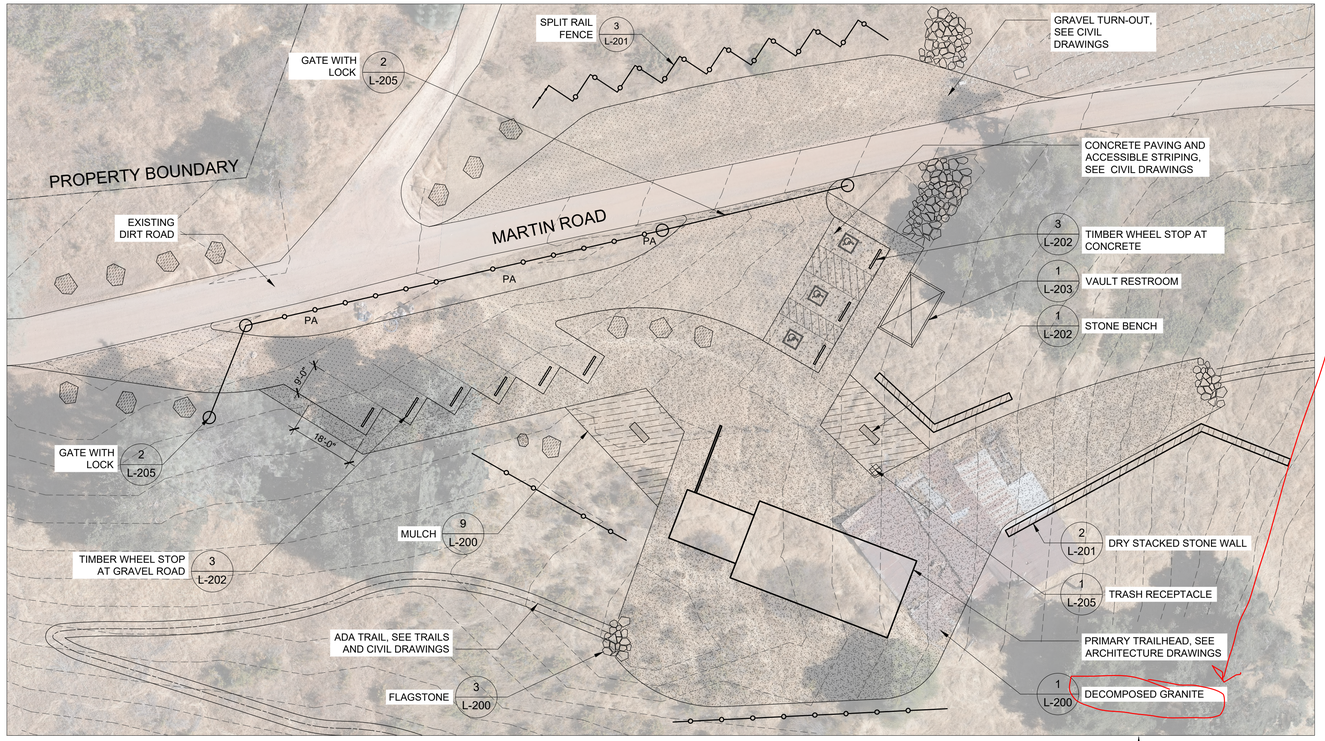
SCALE	AS SHOWN

OVERALL SITE PLAN

L-101

Granitecrete for ADA?



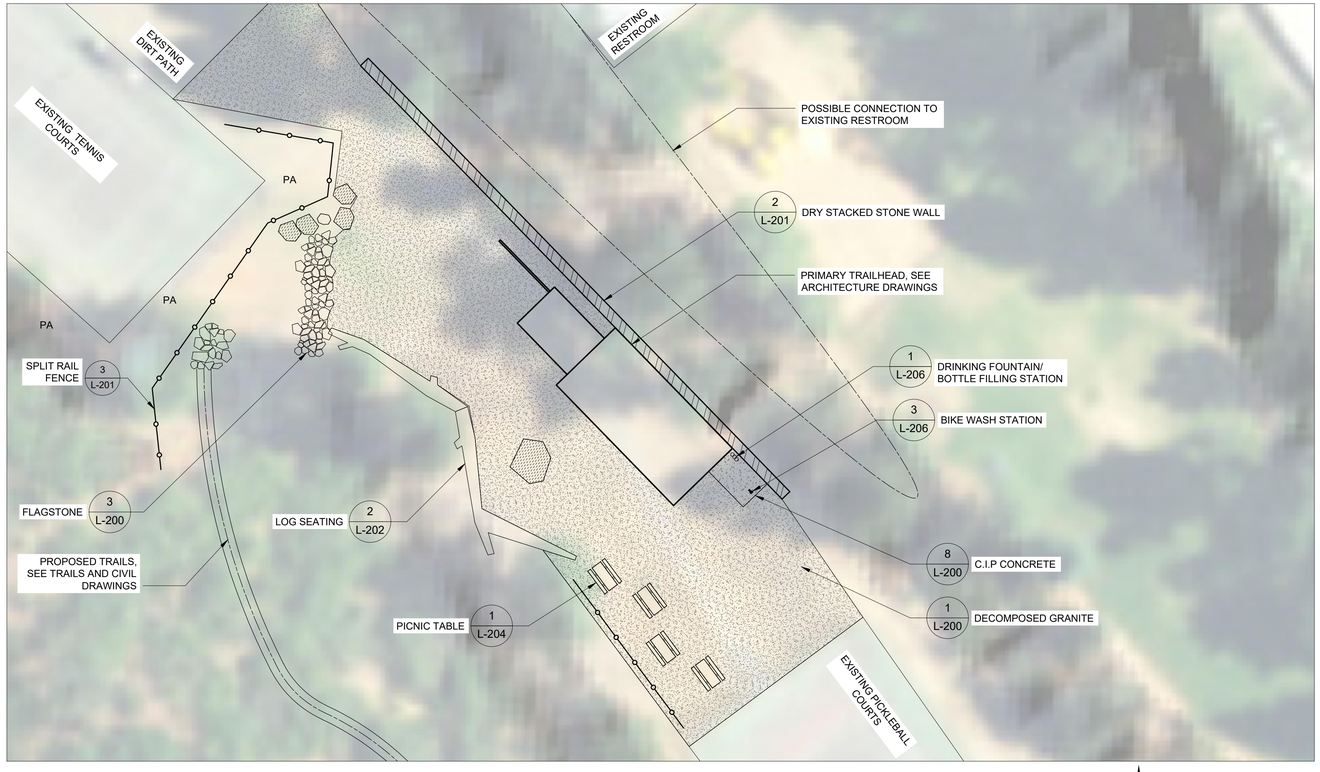
2 PRIMARY TRAILHEAD ENLARGEMENT - UPPER MARTIN ROAD TRAILHEAD

SCALE: 1"=20'

N

0 20' 40'

SCALE: 1" = 20'



1 PRIMARY TRAILHEAD ENLARGEMENT - COUNTY PARK TRAILHEAD

SCALE: 1"=20'

N

0 20' 40'

SCALE: 1" = 20'

LANDSCAPE MATERIALS LEGEND

	TYPE	DETAIL	NOTES, COLOR, AND FINISH	SOURCE
	STABILIZED DECOMPOSED GRANITE	1/L-200	GOLD PATHWAY FINES, SUNSET GOLD PATH FINES OR APPROVED EQUAL	
	GRAVEL ROAD AGGREGATE BASE		SEE CIVIL DRAWINGS	
	C.I.P CONCRETE	8/L-200	SEE CIVIL DRAWINGS	
	MULCH	9/L-200	WOOD FIBAR MULCH	
	FLAGSTONE	3/L-200	THERMAL SLIP RESISTANT, ROUGH TEXTURED SURFACE	COLDSPRING 36772 RD 606, RAYMOND, CA 93653 DANIEL SCHNEIDER 320.240.5262
	TRAIL CENTERLINE		SEE TRAILS DRAWINGS FOR WIDTH AND MATERIALS	
PA	PLANTING AREA			

LANDSCAPE FURNISHING LEGEND

	TYPE	DETAIL	NOTES, COLOR, AND FINISH	SOURCE
6'-0" 2'-0"	STONE BENCH	1/L-202	BUSH-HAMMERED TOP, SPLIT-FACESIDES, SIERRAWHITE, 3' HIGH QUANTITY: 2	COLDSPRING (RAYMOND GRANITE CO) 36772 RD 606, RAYMOND, CA 93653 https://coldspringusa.com/products/sierra-white/ DANIEL SCHNEIDER 320.240.5262
	PICNIC TABLE	1/L-204	MODEL #114-96" CONCRETE PICNIC TABLE, TIMBER SERIES	OUTDOOR CREATIONS 2270 Barney Road Anderson, CA 96007 Ph: 530.365.6106
	TRASH CAN	1/L-205	MODEL #515 CONCRETE SQUARE WOODGRAIN TRASH RECEPTACLE	OUTDOOR CREATIONS 2270 Barney Road Anderson, CA 96007 Ph: 530.365.6106
	LOG SEATING	2/L-202		
	DRINKING FOUNTAIN/BOTTLE FILLING STATION	1/L-206	MODEL #10145SM CONCRETE SQUARE WOODGRAIN TRASH RECEPTACLE	MOST DEPENDABLE FOUNTAINS,INC 5705 Commander Drive Arlington, TN 38002 Ph: 901.867.0039
	BIKE WASH STATION	3/L-206	MODEL 150 SM	MOST DEPENDABLE FOUNTAINS,INC 5705 Commander Drive Arlington, TN 38002 Ph: 901.867.0039
	GATE	2/L-205	S- SERIES, GALVANIZED STEEL, TUBULAR DOUBLE GATES	HOOVER FENCE CO. https://www.hooverfence.com/hfc-s-series-tubular-barrier-double-gate-kits-galvanized-steel

LANDSCAPE EDGES LEGEND

	TYPE	DETAIL
	SPLIT RAIL FENCE	3/L-201
	TIMBER WHEEL STOP	3,4/L-202
	DRY STACKED STONE WALL	2/L-201

STONE SCHEDULE

	TYPE	DETAIL	NOTES, COLOR, AND FINISH	SOURCE
	STONE TYPE A	4,5/L-201	SIZE: GREATER THAN 3' DIAMETER. LOCAL STONE FROM FERGUSON SLIDE STOCKPILE	OWNER WILL DELIVER TO SITE STAGING AREA. HANNAH HARRISON 209.742.1343
	STONE TYPE B	4,5/L-201	SIZE: 2'-3' DIAMETER. LOCAL STONE FROM FERGUSON SLIDE STOCKPILE	OWNER WILL DELIVER TO SITE STAGING AREA. HANNAH HARRISON 209.742.1343
	STONE TYPE C	4,5/L-201	SIZE: 8"-12" DIAMETER. LOCAL STONE FROM FERGUSON SLIDE STOCKPILE	OWNER WILL DELIVER TO SITE STAGING AREA. HANNAH HARRISON 209.742.1343

WRT

MARIPOSA CREEK PARKWAY

PHASE III HILLSIDE TRAILS

OWNER
MARIPOSA COUNTY
5100 BULLION STREET
MARIPOSA, CA 95338
209.742.1343
BEN GOJER

LANDSCAPE ARCHITECT
WALLACE ROBERTS & TODD, INC.
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SAN FRANCISCO, CA 94103
415.575.4722
WRTDESIGN.COM
JOHN GIBBS, PLA

CIVIL ENGINEER
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210.227.3335
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AVID TRAILS
435.659.4979
AVIDTRAILS.COM
JAY HOESCHLER

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REGISTERED LANDSCAPE ARCHITECT
JOHN R. GIBBS
4417
SIGNATURE
6/9/2025
DATE
EXP. 04-30-26
STATE OF CALIFORNIA

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WRT PROJECT # 8252.07

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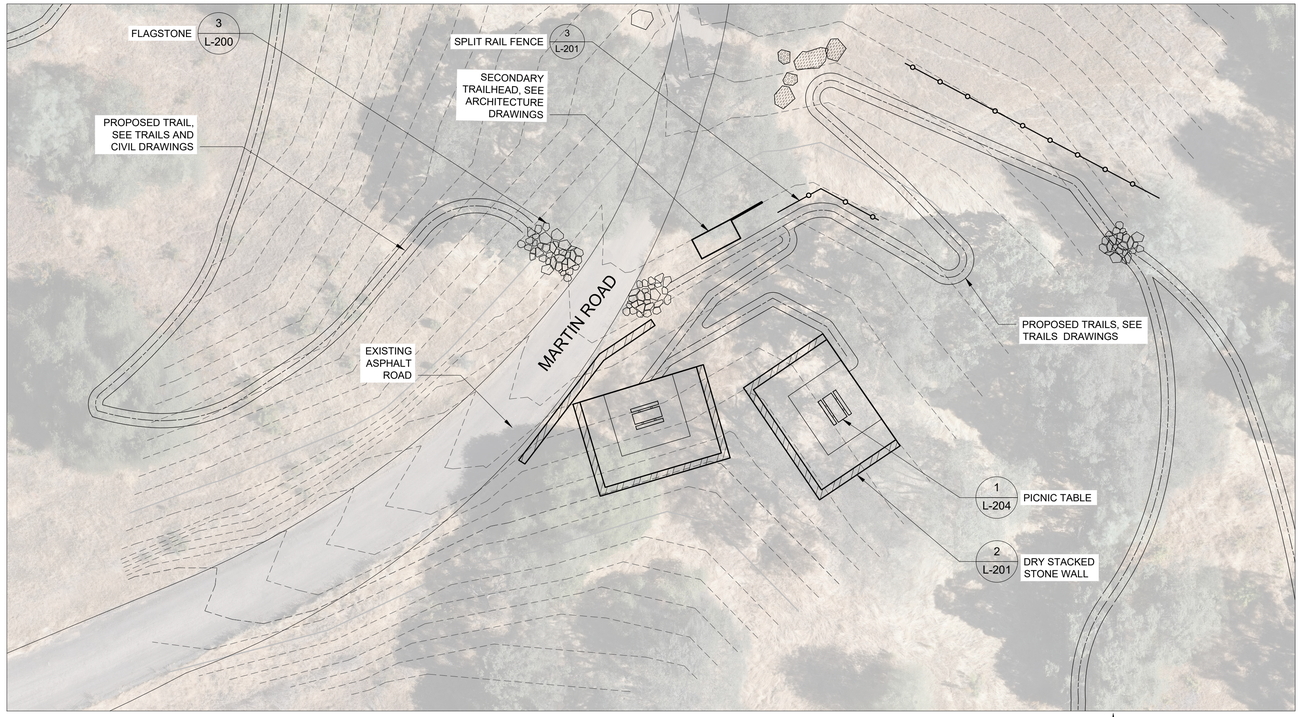
SCALE	AS SHOWN

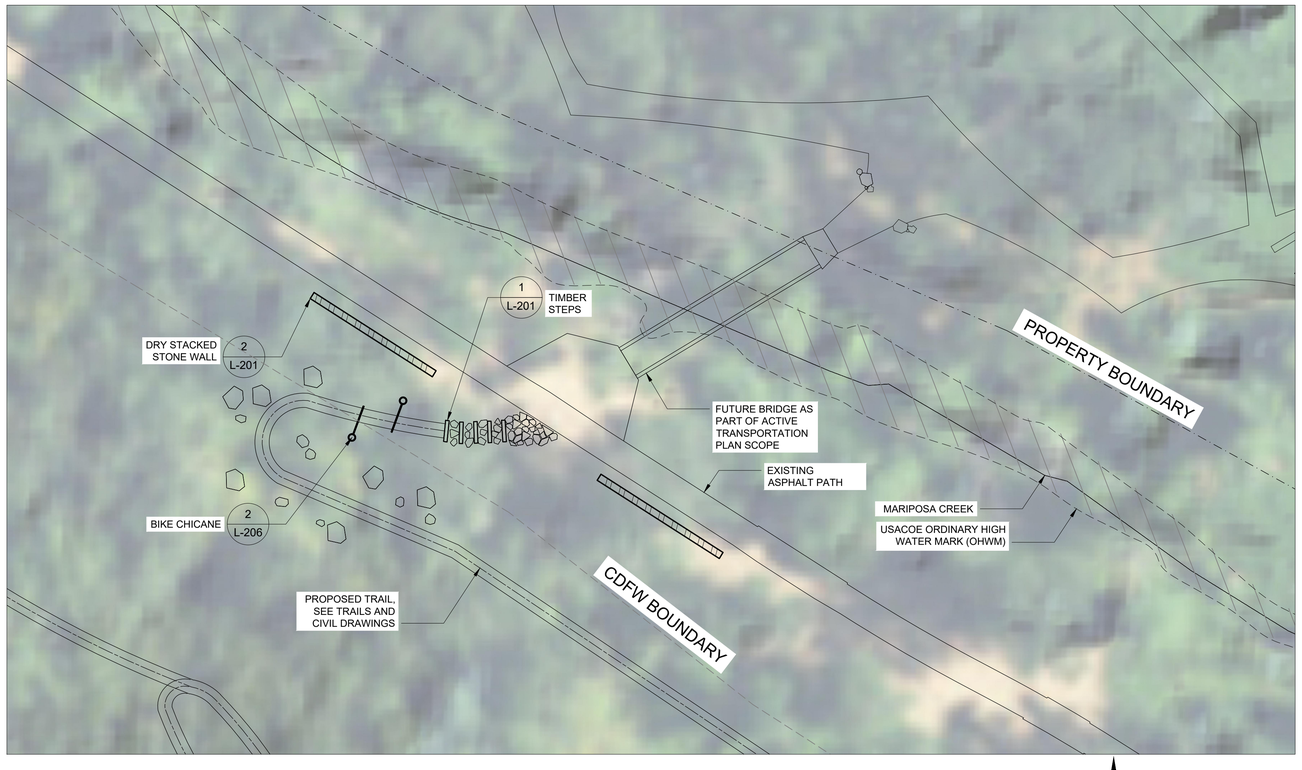
PRIMARY TRAILHEAD ENLARGEMENTS

L-102



2 SECONDARY TRAILHEAD ENLARGEMENT - LOWER MARTIN ROAD TRAILHEAD

SCALE: 1"=20'



1 SECONDARY TRAILHEAD ENLARGEMENT - MARIPOSA CREEK PARKWAY TRAILHEAD

SCALE: 1"=20'

LANDSCAPE MATERIALS LEGEND

	TYPE	DETAIL	NOTES, COLOR, AND FINISH	SOURCE
	FLAGSTONE	3/L-200	THERMAL SLIP RESISTANT, ROUGH TEXTURED SURFACE	COLDSPRING 36772 RD 606, RAYMOND, CA 93653 DANIEL SCHNEIDER 320.240.5262
	TRAIL CENTERLINE		SEE TRAILS DRAWINGS FOR WIDTH AND MATERIALS	
PA	PLANTING AREA			

LANDSCAPE FURNISHING LEGEND

	TYPE	DETAIL	NOTES, COLOR, AND FINISH	SOURCE
	BIKE CHICANE	2/L-206	MODEL #37112 SIMPLE STEEL SWIVEL BARRIER	SHARPLINE SOLUTIONS 1621 W. GLADSTONE ST. AZUSA, CA 91702 Ph: 626-483-0348
	PICNIC TABLE	1/L-204	MODEL #114-96" CONCRETE PICNIC TABLE, TIMBER SERIES	OUTDOOR CREATIONS 2270 Barney Road Anderson, CA 96007 Ph: 530.365.6106

LANDSCAPE EDGES LEGEND

	TYPE	DETAIL
	SPLIT RAIL FENCE	3/L-201
	TIMBER STEPS	1/L-201
	DRY STACKED STONE WALL	2/L-201

STONE SCHEDULE

	TYPE	DETAIL	NOTES, COLOR, AND FINISH	SOURCE
	STONE TYPE A	4,5/L-201	SIZE: GREATER THAN 3' DIAMETER. LOCAL STONE FROM FERGUSON SLIDE STOCKPILE	OWNER WILL DELIVER TO SITE STAGING AREA. HANNAH HARRISON 209.742.1343
	STONE TYPE B	4,5/L-201	SIZE: 2'-3' DIAMETER. LOCAL STONE FROM FERGUSON SLIDE STOCKPILE	OWNER WILL DELIVER TO SITE STAGING AREA. HANNAH HARRISON 209.742.1343
	STONE TYPE C	4,5/L-201	SIZE: 8"-12" DIAMETER. LOCAL STONE FROM FERGUSON SLIDE STOCKPILE	OWNER WILL DELIVER TO SITE STAGING AREA. HANNAH HARRISON 209.742.1343

WRT

MARIPOSA CREEK PARKWAY

PHASE III HILLSIDE TRAILS

OWNER
MARIPOSA COUNTY
5100 BULLION STREET
MARIPOSA, CA 95338
209.742.1343
BEN GOJER

LANDSCAPE ARCHITECT
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WRTDESIGN.COM
JOHN GIBBS, PLA

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JOHN R. GIBBS
4417
SIGNATURE
6/9/2025
DATE
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STATE OF CALIFORNIA

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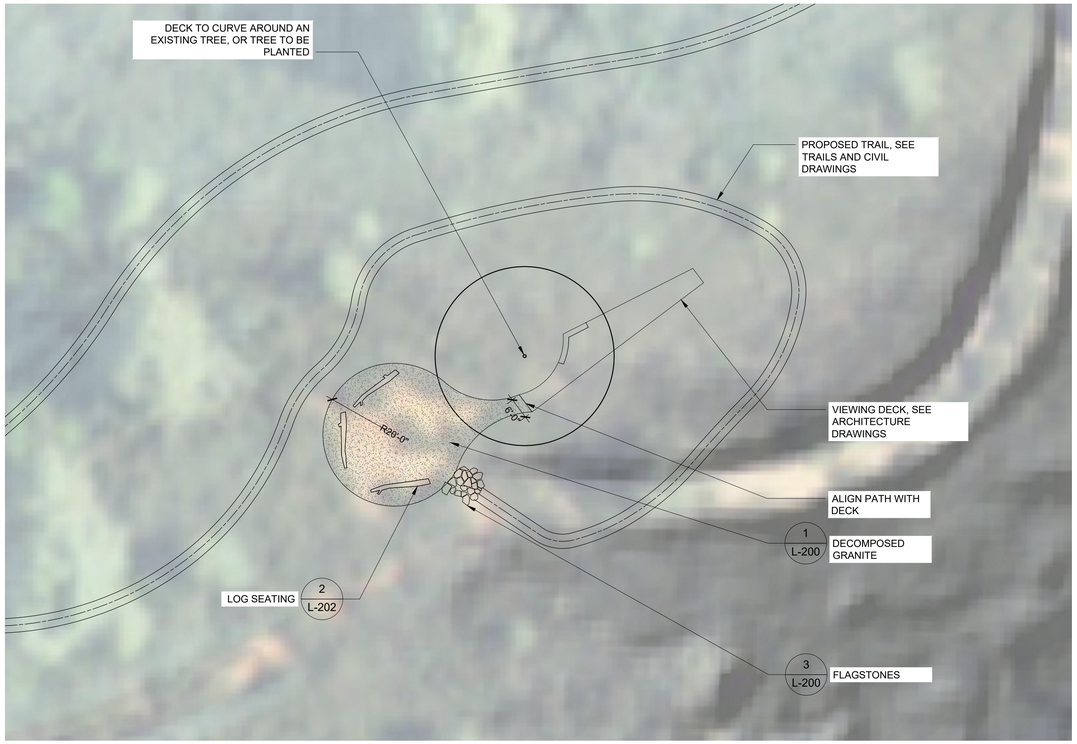
ISSUE DATE	6/9/2025
DRAWN BY	SJ
CHECKED BY	JG/MD
SCALE	AS SHOWN

SECONDARY TRAILHEAD ENLARGEMENTS

L-103



1 OVERLOOK ENLARGEMENT - VIEWING DECK

SCALE: 1"=20'

N

0 20' 40'

SCALE: 1" = 20'

LANDSCAPE MATERIALS LEGEND

	TYPE	DETAIL	NOTES, COLOR, AND FINISH	SOURCE
	DECOMPOSED GRANITE	1/L-200	GOLD PATHWAY FINES, SUNSET GOLD PATH FINES OR APPROVED EQUAL	
	FLAGSTONE	3/L-200	THERMAL SLIP RESISTANT, ROUGH TEXTURED SURFACE	COLDSPRING 36772 RD 606, RAYMOND, CA 93653 DANIEL SCHNEIDER 320.240.5262
	TRAIL CENTERLINE		SEE TRAILS DRAWINGS FOR WIDTH AND MATERIALS	

LANDSCAPE FURNISHING LEGEND

	TYPE	DETAIL
	LOG SEATING	2/L-202

WRT

MARIPOSA CREEK PARKWAY

PHASE III HILLSIDE TRAILS

OWNER

MARIPOSA COUNTY

5100 BULLION STREET
MARIPOSA, CA 95338
209.742.1343
BEN GOJER

LANDSCAPE ARCHITECT

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GRAHAM BEACH

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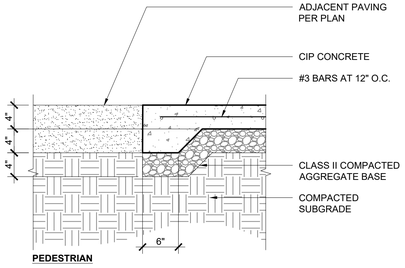
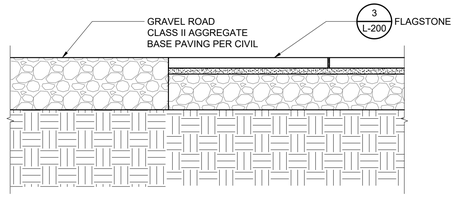
OVERLOOK ENLARGEMENT

L-104



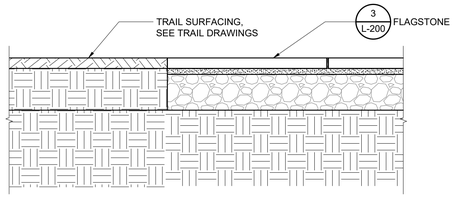
8 CAST IN PLACE CONCRETE

SCALE: 1" = 1'-0"



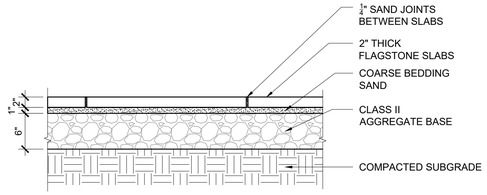
4 FLAGSTONE AT GRAVEL ROAD

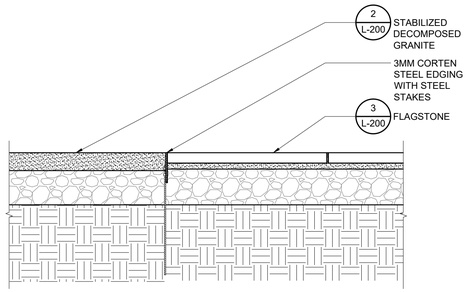
SCALE: 1" = 1'-0"



7 FLAGSTONE AT TRAILS

SCALE: 1" = 1'-0"



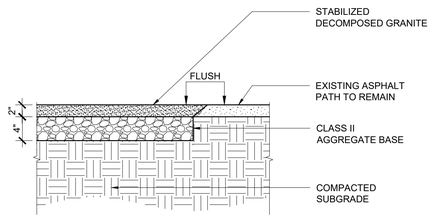


6 FLAGSTONE AT DECOMPOSED GRANITE

SCALE: 1" = 1'-0"

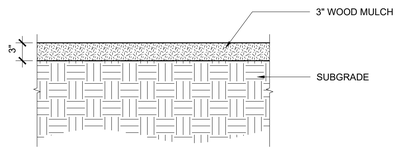
3 FLAGSTONE

SCALE: 1" = 1'-0"



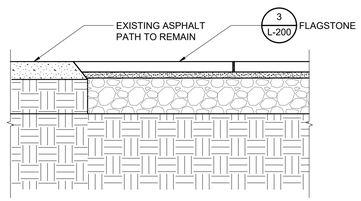
2 DECOMPOSED GRANITE AT ASPHALT

SCALE: 1" = 1'-0"



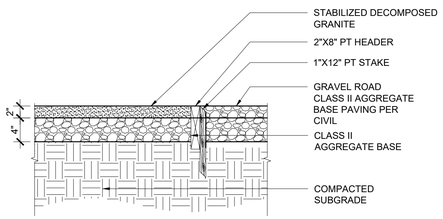
9 MULCH

SCALE: 1" = 1'-0"



5 FLAGSTONE AT ASPHALT

SCALE: 1" = 1'-0"



1 DECOMPOSED GRANITE AT GRAVEL ROAD

SCALE: 1" = 1'-0"

WRT

MARIPOSA CREEK PARKWAY

PHASE III HILLSIDE TRAILS

OWNER

MARIPOSA COUNTY
5100 BULLION STREET
MARIPOSA, CA 95338
209.742.1343
BEN GOJER

LANDSCAPE ARCHITECT

WALLACE ROBERTS & TODD, INC.
120 2ND ST, 3RD FLOOR
SAN FRANCISCO, CA 94103
415.575.4722
WRTDESIGN.COM
JOHN GIBBS, PLA

CIVIL ENGINEER

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ARCHITECT

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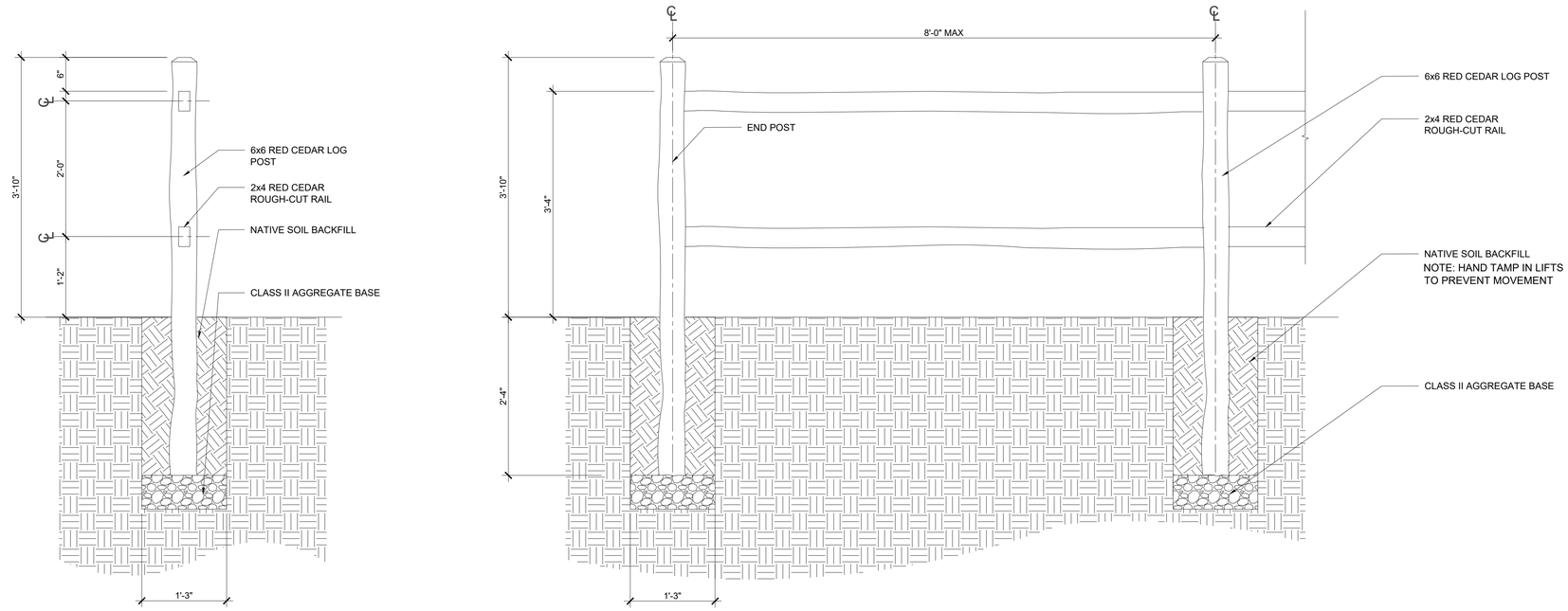
DESIGN DEVELOPMENT
65%

WRT PROJECT # 8252.07

ISSUE DATE	6/9/2025
DRAWN BY	SJ
CHECKED BY	JG/MD
SCALE	AS SHOWN

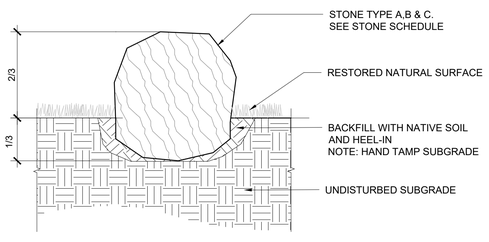
FLATWORK

L-200



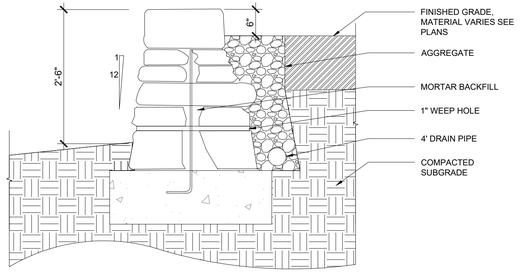
3 SPLIT RAIL FENCE

SCALE: 1" = 1'-0"



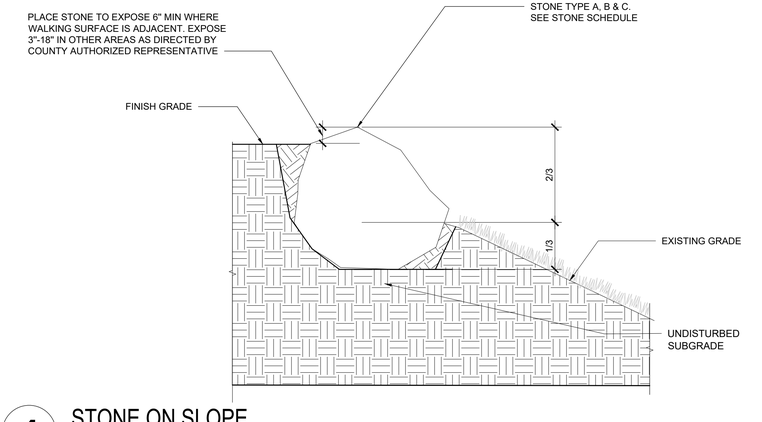
5 STONE

SCALE: 1" = 1'-0"



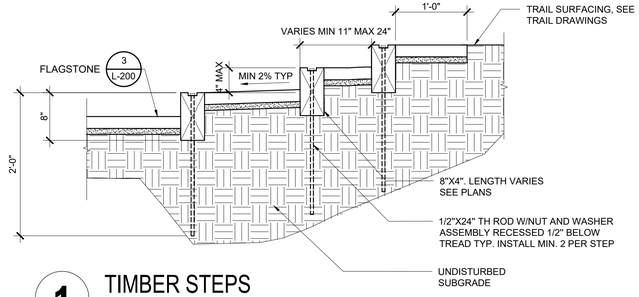
2 DRY STACKED STONE WALL

SCALE: 3/4" = 1'-0"



4 STONE ON SLOPE

SCALE: 1" = 1'-0"



1 TIMBER STEPS

SCALE: 1" = 1'-0"

WRT

MARIPOSA CREEK PARKWAY

PHASE III HILLSIDE TRAILS

OWNER

MARIPOSA COUNTY
5100 BULLION STREET
MARIPOSA, CA 95338
209.742.1343
BEN GOJER

LANDSCAPE ARCHITECT

WALLACE ROBERTS & TODD, INC.
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WRTDESIGN.COM
JOHN GIBBS, PLA

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DESIGN DEVELOPMENT
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WRT PROJECT # 8252.07

ISSUE DATE	6/9/2025
DRAWN BY	SJ
CHECKED BY	JG/MD
SCALE	AS SHOWN

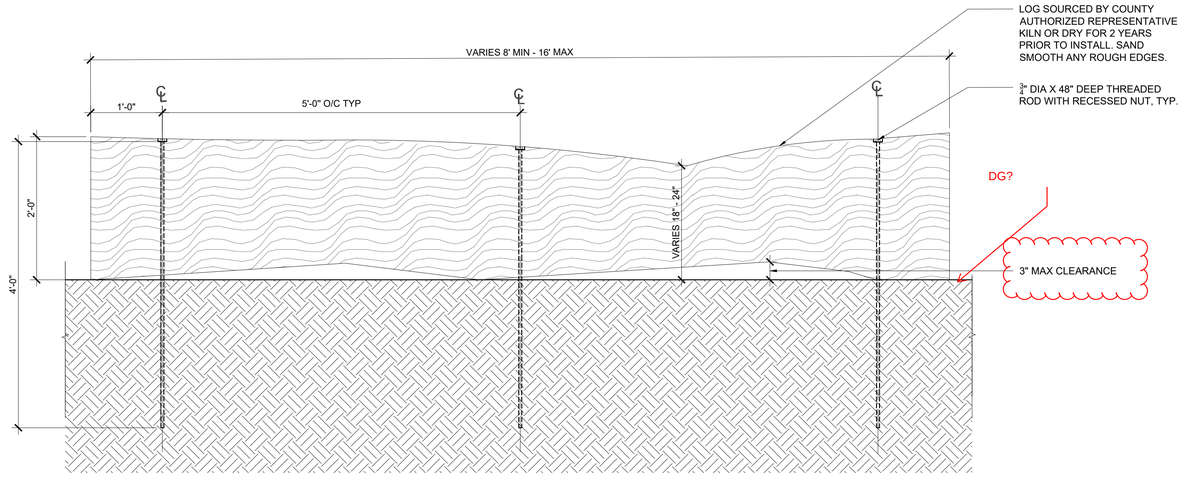
STEPS, WALLS, FENCING

L-201

Sections at the steps

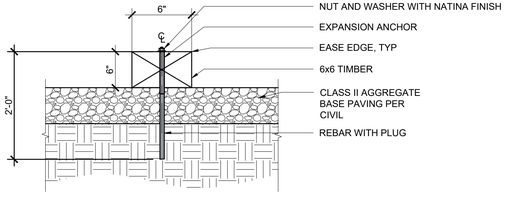
4 TIMBER WHEEL STOP AT CONCRETE

SCALE: 1" = 1'-0"



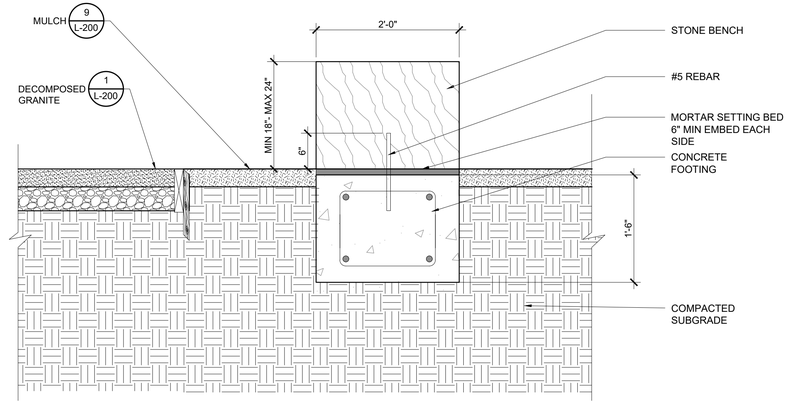
2 LOG SEATING

SCALE: 1" = 1'-0"



3 TIMBER WHEEL STOP AT GRAVEL ROAD

SCALE: 1" = 1'-0"



1 STONE BENCH

SCALE: 1" = 1'-0"

WRT

MARIPOSA CREEK PARKWAY

PHASE III HILLSIDE TRAILS

OWNER

MARIPOSA COUNTY
5100 BULLION STREET
MARIPOSA, CA 95338
209.742.1343
BEN GOJER

LANDSCAPE ARCHITECT

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JOHN GIBBS, PLA

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GRAHAM BEACH

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JAY HOESCHLER

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REGISTERED LANDSCAPE ARCHITECT
JOHN A. GIBBS
4417
SIGNATURE
6/9/2025
DATE
EXP. 08-31-26
STATE OF CALIFORNIA

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DESIGN DEVELOPMENT
65%

WRT PROJECT # 8252.07

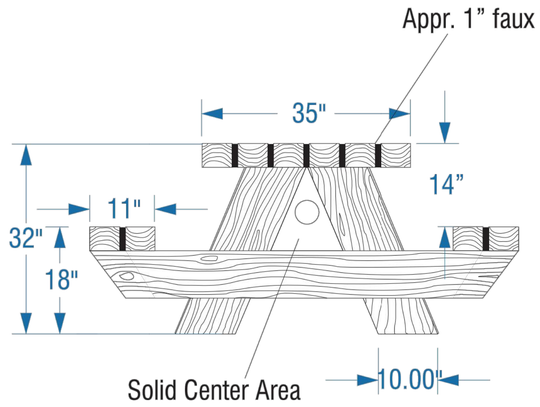
ISSUE DATE	6/9/2025
DRAWN BY	SJ
CHECKED BY	JG/MD
SCALE	AS SHOWN

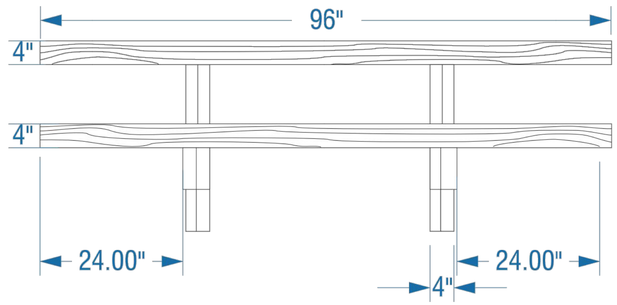
FURNISHINGS

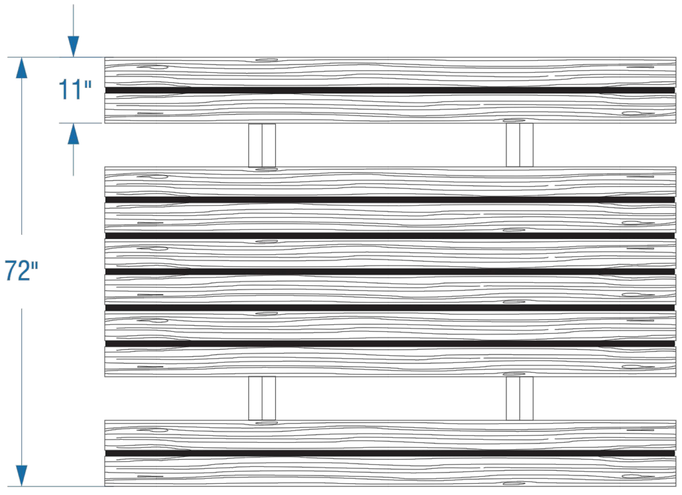
L-202

MODEL#114 - 96" CONCRETE PICNIC TABLE, TIMBER SERIES	OUTDOOR CREATIONS, INC.	SCALE: 1” = 32”
	CUSTOMER APPROVAL x_____	DRAWN BY: MNC

* Table Cast as (1) piece. No bolts, brackets or assembly required.







NOTES:
1. Concrete mix design to include a mixture of Portland Cement, water, coarse and fine aggregates, pure mineral oxide coloring agents (when applicable) to yield a minimum compressive strength of 5000 psi.
2. Final product shall be reinforced with #4 and #5 rebar grid.
3. Product is cast in 1-piece with no assembly required.
4. Hairline cracks may develop over time. These are not structural failures, but inherent characteristics of the material itself.
5. Air pockets are a common occurrence in precast products. The frequency and size of air pockets are variable and to be expected, especially on vertical surfaces.
6. Concrete corners and edges will chip if not handled according to guidelines. Patch kits are available but may or may not blend and can be variable.
7. There is a level of care and maintenance associated with your product and is the responsibility of the end user. Choosing the right sealer can help minimize those costs.

WEIGHT: 2550 LBS.
TEXTURE:
COLOR:
SEALER:

* Wheelchair Accessibility available at both ends of table to meet A.D.A. Guidelines

OUTDOOR CREATIONS INC.
2270 Barney Street
Anderson, CA 96007
(530) 365-6106
FAX (530) 365-5129

1 PICNIC TABLE
SCALE: 1" = 1'-0"

WRT

MARIPOSA CREEK PARKWAY
PHASE III HILLSIDE TRAILS

OWNER
MARIPOSA COUNTY
5100 BULLION STREET
MARIPOSA, CA 95338
209.742.1343
BEN GOJER

LANDSCAPE ARCHITECT
WALLACE ROBERTS & TODD, INC.
120 2ND ST, 3RD FLOOR
SAN FRANCISCO, CA 94103
415.575.4722
WRTDESIGN.COM
JOHN GIBBS, PLA

CIVIL ENGINEER
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559.449.2700
PROVOSTANDPRITCHARD.COM
MICHAEL OSBORN, PE

ARCHITECT
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210.227.3335
LAKEFLATO.COM
GRAHAM BEACH

TRAILS
AVID TRAILS
435.659.4979
AVIDTRAILS.COM
JAY HOESCHLER

NOT FOR CONSTRUCTION

SEAL

REGISTERED LANDSCAPE ARCHITECT
JOHN R. GIBBS
4417
SIGNATURE
6/9/2025
DATE
EXP. 04-30-26
STATE OF CALIFORNIA

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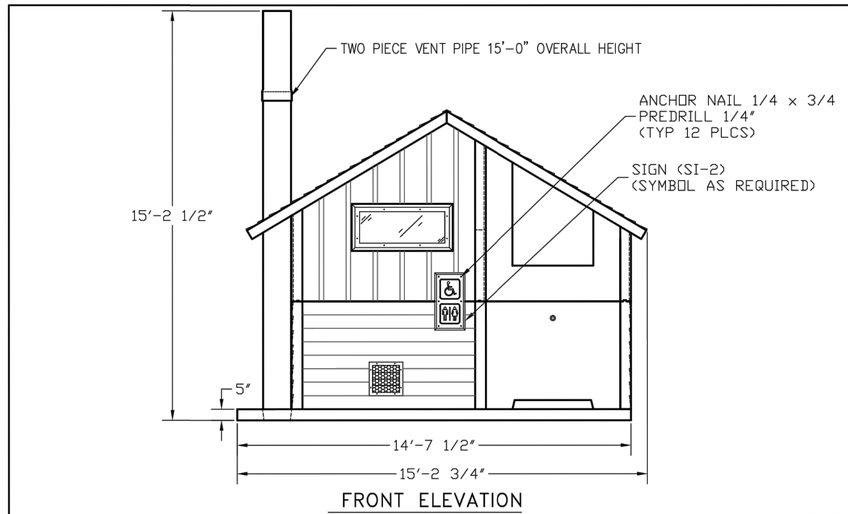
DESIGN DEVELOPMENT
65%

WRT PROJECT # 8252.07

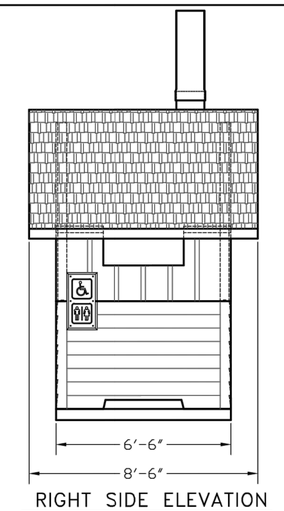
ISSUE DATE	6/9/2025
DRAWN BY	SJ
CHECKED BY	JG/MD
SCALE	AS SHOWN

FURNISHINGS

L-204

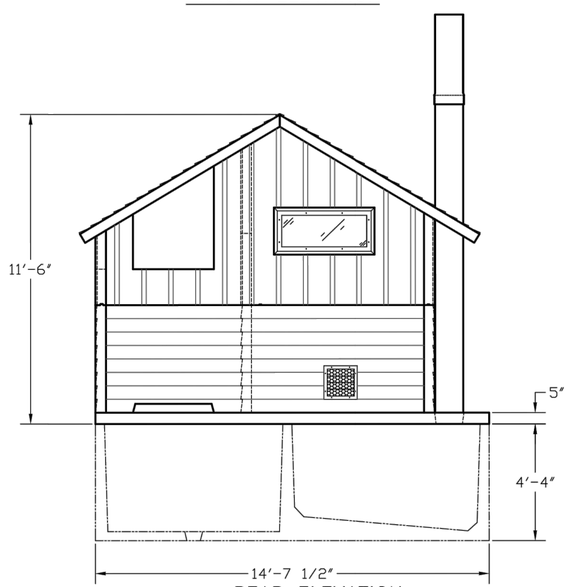


FRONT ELEVATION

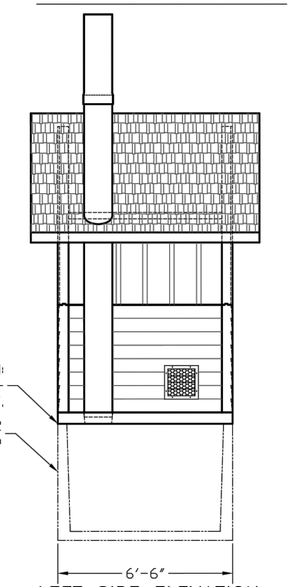


RIGHT SIDE ELEVATION

FOR REFERENCE ONLY



REAR ELEVATION



LEFT SIDE ELEVATION

EMBEDDED MATERIALS

ITEM	QTY	ITEM	QTY
SI-2	2		
VENT PIPE 12'-0"	1		
ANCHOR NAIL 1/4x3/4	12		
VENT PIPE 3'-0"	1		

CU. FT. CONC.	SQ. FT. W.W.F.	APPROXIMATE WEIGHT

Precast Products

PROJECT TITLE
CASCADIAN RIGHT HAND
CXT STANDARD BUILDING

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CXT Incorporated

REV.	DESCRIPTION	APPROVAL	DATE

SCALE	1/4"=1'-0"	DATE	07-19-16
DRAWN		FILE NO.	PD-C02
CHECKED		PLOT	48

BUILDING ELEVATIONS

DWG NO.	SHEET	REV.
C-02		

1 VAULT RESTROOM
SCALE: 3/8" = 1'-0"

WRT

MARIPOSA CREEK PARKWAY

PHASE III HILLSIDE TRAILS

OWNER
MARIPOSA COUNTY
5100 BULLION STREET
MARIPOSA, CA 95338
209.742.1343
BEN GOJER

LANDSCAPE ARCHITECT
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JAY HOESCHLER

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SEAL

REGISTERED LANDSCAPE ARCHITECT
JOHN R. GIBBS
4417
SIGNATURE
6/9/2025
DATE
Exp. 08-31-25
STATE OF CALIFORNIA

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DESIGN DEVELOPMENT
65%

WRT PROJECT # 8252.07

ISSUE DATE	6/9/2025
DRAWN BY	SJ
CHECKED BY	JG/MD
SCALE	AS SHOWN

FURNISHINGS

L-203

2 GATE WITH LOCK

SCALE: 1" = 1'-0"

MODEL# 515 - CONCRETE SQUARE WOODGRAIN TRASH RECEPTACLE

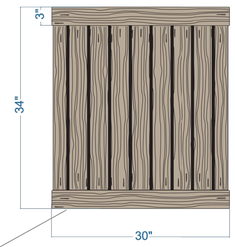
OUTDOOR CREATIONS, INC.

CUSTOMER APPROVAL x_____

SCALE: 1" = 18"

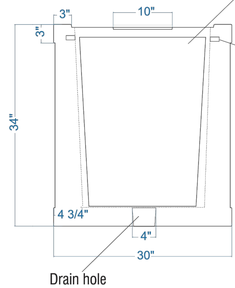
DRAWN BY: MNC

ELEVATION



Recommended to secure trash receptacle to concrete slab with construction epoxy.

SECTION

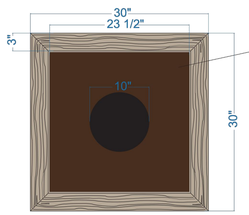


30 gallon plastic liner optional

Threaded steel inserts for attaching bag hangers and lid re-taining cable

Drain hole

PLAN



Lid made from 14 gauge steel powder coated bronze with 10" trash opening. Attached to casting with 1/8" x 24" stainless steel aircraft security cable.

WEIGHT: 1275 LBS
TEXTURE: Woodgrain
COLOR:
SEALER:

NOTES:
1. Concrete mix design to include a mixture of Portland Cement, water, coarse and fine aggregates, pure mineral oxide coloring agents (when applicable) to yield a minimum compressive strength of 5000 psi.
2. Final product shall be reinforced with #4 and #5 rebar grid.
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OUTDOOR CREATIONS INC.
2270 Barney Street
Anderson, CA 96007
(530) 365-6106
FAX (530) 365-5129

1 TRASH RECEPTACLE

SCALE: 1" = 1'-0"

WRT

MARIPOSA CREEK PARKWAY

PHASE III HILLSIDE TRAILS

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DESIGN DEVELOPMENT
65%

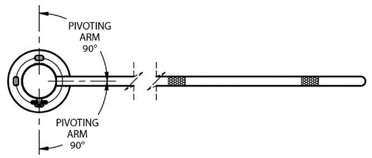
WRT PROJECT # 8252.07

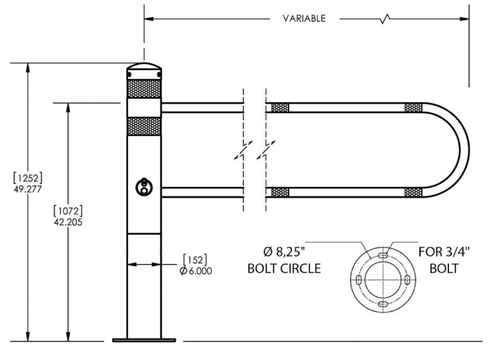
ISSUE DATE	6/9/2025
DRAWN BY	SJ
CHECKED BY	JG/MD
SCALE	AS SHOWN

FURNISHINGS

L-205

Features	
Materials	Structure: Powder-Coated Galvanized Steel Sheeting: Diamond grade, type III
Standard colors	Structure: Black, Textured Finish Sheeting: Yellow or White

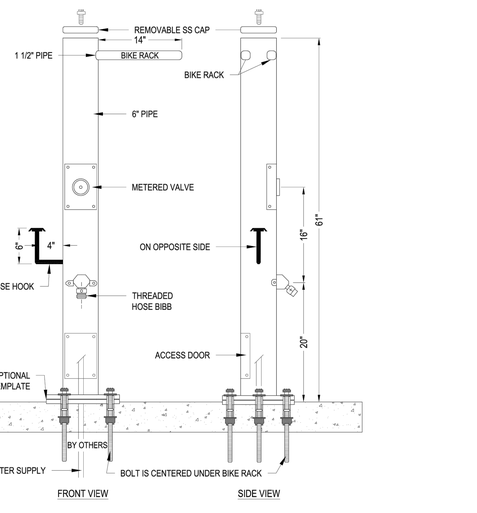




2 BIKE CHICANE

SCALE: NOT TO SCALE

MOST DEPENDABLE FOUNTAINS, INC.
5705 COMMANDER DR. P.O. BOX 587
ARLINGTON, TN 38002-0587
PHONE: (901) 867-0039
www.mostdependable.com



NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. DO NOT SCALE DRAWING.
3. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.
4. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.
5. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info AND ENTER REFERENCE NUMBER 3354-25.3.

MODEL 150 SM

BIKE WASH STATION WITH OPTIONAL TEMPLATE

3354-25.4 REVISION DATE 06/24/2024

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3 BIKE WASH STATION

SCALE: 1" = 1'-0"

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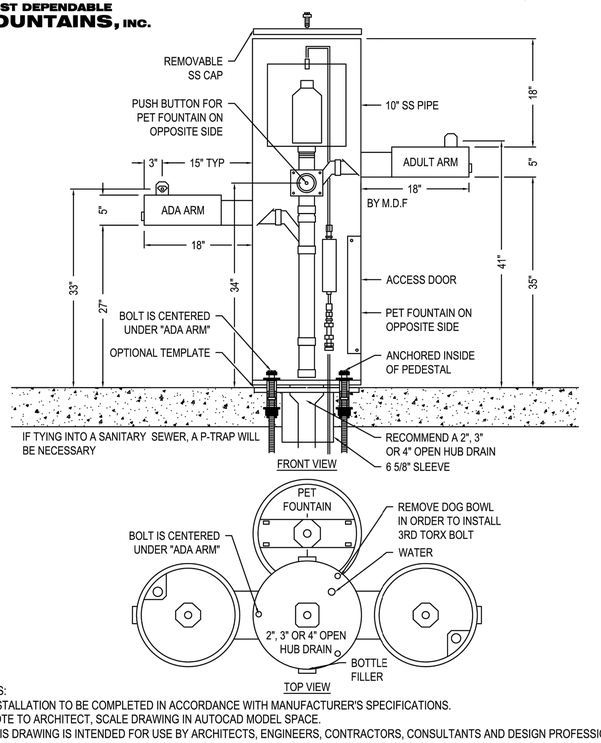
ARLINGTON, TN 38002-0587
PHONE: (901) 867-0039
www.mostdependable.com



NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. NOTE TO ARCHITECT, SCALE DRAWING IN AUTOCAD MODEL SPACE.
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MODEL 10145 SM

SHOWN W/ OPTIONAL PET FOUNTAIN

3354-17.52 CADdetailsPLUS™ REVISION DATE 22/07/2019

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1 DRINKING FOUNTAIN/BOTTLE FILLING STATION

SCALE: 1" = 1'-0"

WRT

MARIPOSA CREEK PARKWAY

PHASE III HILLSIDE TRAILS

OWNER
MARIPOSA COUNTY
5100 BULLION STREET
MARIPOSA, CA 95338
209.742.1343
BEN GOJER

LANDSCAPE ARCHITECT
WALLACE ROBERTS & TODD, INC.
120 2ND ST, 3RD FLOOR
SAN FRANCISCO, CA 94103
415.575.4722
WRTDESIGN.COM
JOHN GIBBS, PLA

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TRAILS
AVID TRAILS
435.659.4979
AVIDTRAILS.COM
JAY HOESCHLER

NOT FOR CONSTRUCTION

SEAL

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DESIGN DEVELOPMENT
65%

WRT PROJECT # 8252.07

ISSUE DATE	6/9/2025
DRAWN BY	SJ
CHECKED BY	JG/MD
SCALE	AS SHOWN

FURNISHINGS

L-206

DESIGN DEVELOPMENT SET FOR MARIPOSA HILLSIDE TRAILS

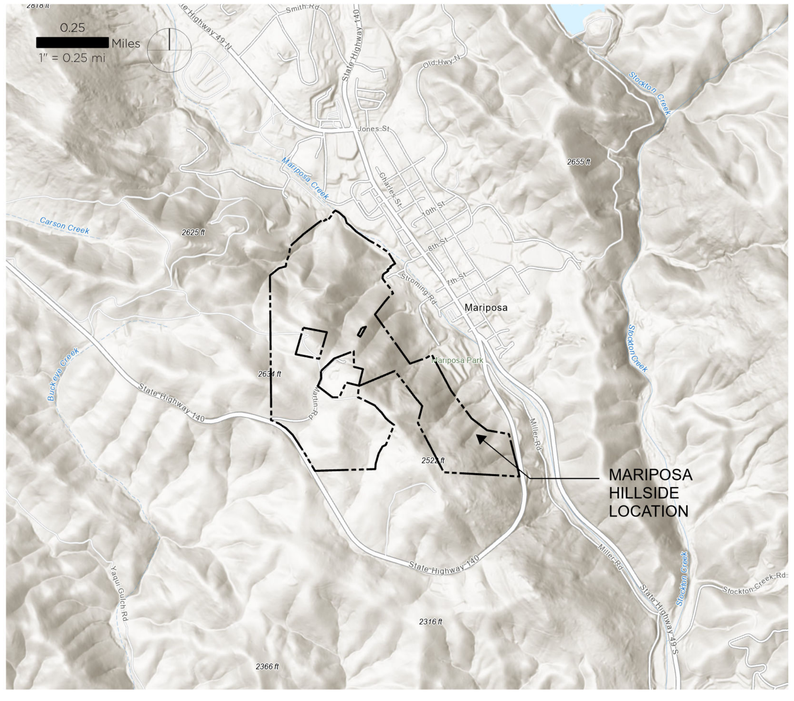
PREPARED FOR WRT, LLC.

DATE: 5/9/2025

L1	COVER SHEET
L2	GENERAL NOTES
L3	KEY MAP
A1	ENLARGEMENT PLAN 1
A2	ENLARGEMENT PLAN 2
A3	ENLARGEMENT PLAN 3
A4	ENLARGEMENT PLAN 4
A5	ENLARGEMENT PLAN 5
A6	ENLARGEMENT PLAN 6
A7	ENLARGEMENT PLAN 7
A8	ENLARGEMENT PLAN 8
A9	ENLARGEMENT PLAN 9
A10	ENLARGEMENT PLAN 10
A11	ENLARGEMENT PLAN 11
A12	ENLARGEMENT PLAN 12
O1	TRAIL CONSTRUCTION DETAILS
O2	TRAIL CONSTRUCTION DETAILS
O3	TRAIL CONSTRUCTION DETAILS

VICINITY MAP

LOCATION MAP



PREPARED BY AVID TRAILS

Jay Hoeschler
info@avidtrails.com
310-779-1271

SIGNED:

DATE: 5/9/2025

PREPARED FOR WRT, LLC.

John Gibbs
120 2nd Street, 3rd Floor
San Francisco, CA 94105
415.575.4722
jgibbs@wrtdesign.com

APPROVED BY:

DATE:

LEGEND

Proposed Trails
- Black DH
- Blue DH
- Green DH
- Bike-Only Climb
- Hike, Uphill Bike-Only
- Hike-Only
- Multi-Use
- Project Boundary
- Mariposa Creek Parkway

NOTES

(1) See Landscape Drawings

TRAIL SCHEDULE

ID	TRAIL TYPE	LF	MILES
B-1	Black DH	2965	0.56
B-2	Green DH	4336	0.82
B-3	Bike-Only Climb	2061	0.39
B-4	Blue DH	3723	0.71
B-5	Blue DH	2391	0.45
B-6	Bike-Only Climb	2142	0.41
B-7	Black DH	4118	0.78
B-8	Green DH	2614	0.5
B-9	Bike-Only Climb	181	0.03
H-1	Hike-Only	337	0.06
H-2	Hike-Only	979	0.19
H-3	Hike-Only	4198	0.8
H-4	Hike-Only	5715	1.08
H-5	Hike-Only	426	0.08
H-6	Hike-Only	191	0.04
H-7	Hike-Only	5942	1.13
H-8	Hike-Only	3008	0.57
H-9	Hike-Only	663	0.13
H-10	Hike-Only	255	0.05
H-11	Hike-Only	3421	0.65
H-12	Hike-Only	2889	0.55
H-13	Hike-Only	790	0.15
H-14	Hike-Only	4260	0.81
HB-1	Hike, Uphill Bike-Only	5549	1.05
HB-2	Hike, Uphill Bike-Only	322	0.06
MU-1	Multi-Use	1680	0.32

PROJECT OVERVIEW

This trail construction project involves the development of new trails in the Mariposa Hillside area of Mariposa County. All trails are proposed to be newly constructed.

PROJECT LOCATION: MARIPOSA HILLSIDE
The Mariposa Hillside is located in Mariposa County, California. This project scope includes 6.3 miles of trail including:

Bike-Only Trails: 4.65 Miles
Hike-Only Trails: 6.26 Miles
Hike, Uphill Bike-Only Trails: 1.11 Miles
Multi-Use Trails: 0.32 Miles

There are currently no existing trails on site. The proposed trails will activate the open space, offering a variety of trail experiences for residents and guests of all ages and abilities. Various connections to adjacent neighborhoods are included in this scope, with recommendations for future connections.

Trail Types and Features
• Trail Types: Bike-Only trails including green, blue, and black downhill trails and climb trails, Hike-Only Trails, Hike, Uphill Bike-Only Trails, and Multi-Use Trails
• Design: All trails within landscaped areas are designed by the landscape architect. These trails are noted with 'See Landscape Drawings.'
• Rock Work: Some at-grade crossings may require significant rock work to enhance the user experience. This may include steps, armoring, and other improvements.
• Material: Trails are intended to be native soil, though imported material may be necessary for some sections of the trail system.

While the design sheets note specific areas requiring rock work, it will be the trail builder's responsibility to field-verify conditions to accurately understand the scope of the build and estimate construction costs.

TRAIL SPECIFICATIONS

All trail alignments are suggested centerlines. The trail builder has discretion to field fit the final trail as conditions dictate.

Natural surface trails and the Saddleback trail should be designed according to the Trail Class 4 Developed Trail specifications below. Trail alignments on plans take precedence over what is shown below.

CLASS 4 HIKING TRAIL
These trails are most closely designated by the USFS as Class 4 trails. For further specifications, refer to the USFS Design Parameters for Class 4 Wilderness Trails.

Recreation Specifications:
• Tread Sustainability: Must shed water at least every 70 feet, preferably every 50 feet. When the trail grade exceeds one-half of the side slope, the tread will be reinforced by checks or rock steps.
• Tread Width: 48 to 72 inches, partial bench construction.
• Protrusions: Rare, and if present, protrusions are less than 3 inches.
• Maximum Obstacle Height: 8 inches.
• Target Grade: 2 to 10 percent, with short pitch maximum of 15 percent grade.
• Grade Distribution: Grades above 5 percent should account for no more than 20 percent of the trail length.
• Cross Slope: 3 to 7 percent, occasionally reaching 10 percent.
• Clearing Height: 8 to 10 feet.
• Clearing Width: 48 to 72 inches.
• Shoulder Clearance: 12 to 18 inches.
• Switchbacks: Turn radius of 4 to 8 feet.

TITLE
GENERAL NOTES & OVERVIEW

PROJECT
Mariposa Hillside Trails

CLIENT
Mariposa County

LOCATION
Mariposa, California

SHEET
L2

DATE
5/9/2025

DRAWN BY
IR

VERSION
01

CHECKED BY
JH

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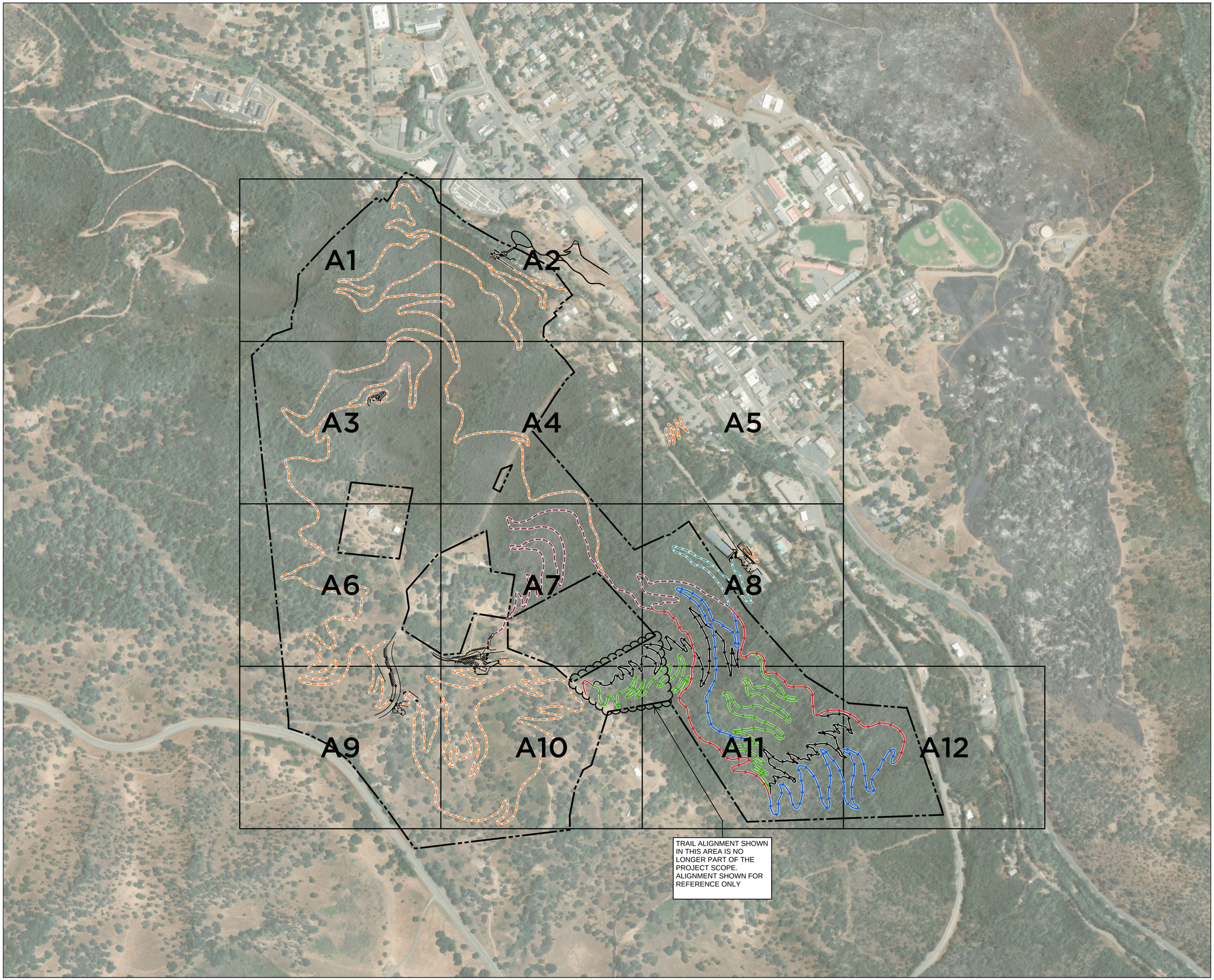

TITLE

KEY MAP

PROJECT

Mariposa Hillside Trails

CLIENT

Mariposa County

LOCATION

Mariposa, California

LEGEND

Proposed Trails

- Black DH
- Blue DH
- Green DH
- Bike-Only Climb
- Hike, Uphill Bike-Only
- Hike-Only
- Multi-Use
- Project Boundary

DATE

5/9/2025

DRAWN BY

Avid Trails

VERSION

01

SHEET

L3

PROJECTION

NAD 1983 StatePlane California III FIPS 0403 Feet

DATUM

North American 1983

SCALE

1 inch = 300 feet | 1:3,600

250'

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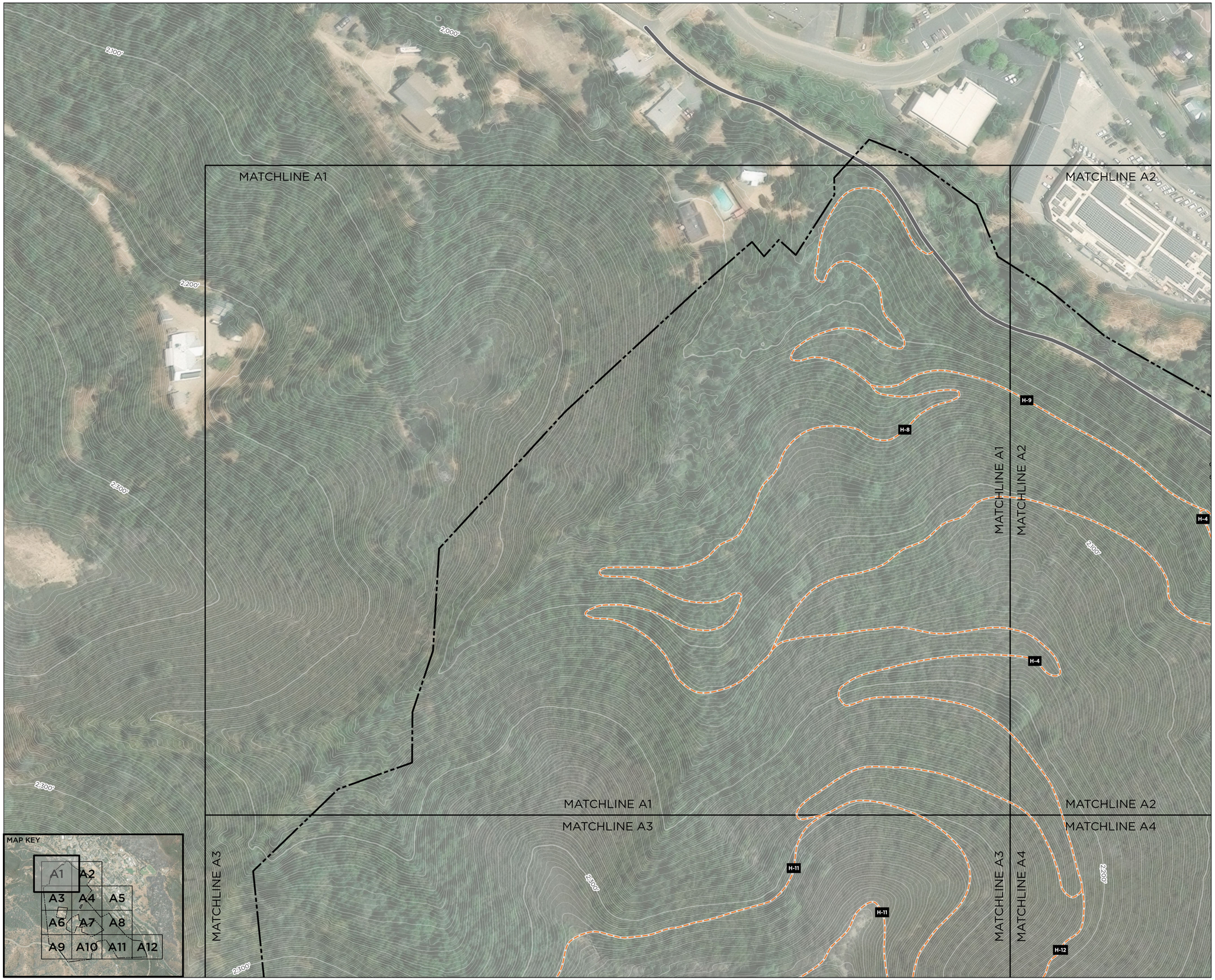

TITLE

ENLARGEMENT PLAN 1

PROJECT

Mariposa Creek Hillside Trails

CLIENT

Mariposa County

LOCATION

Mariposa, California

LEGEND

Proposed Trails
- Black DH
- Blue DH
- Green DH
- Bike-Only Climb
- Hike, Uphill Bike-Only
- Hike-Only
- Multi-Use
- Mariposa Creek Parkway

NOTES

ID	TRAIL TYPE	LF	MILES
H-11	Hike-Only	3421	0.65
H-8	Hike-Only	3008	0.57
H-9	Hike-Only	663	0.13
H-4	Hike-Only	5715	1.08

DATE 5/9/2025

DRAWN BY Avid Trails

VERSION 01

SHEET A1

PROJECTION NAD 1983 StatePlane California III FIPS 0403 Feet

DATUM North American 1983

SCALE 1 inch = 75 feet | 1:900

150'

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TITLE

ENLARGEMENT PLAN 2

PROJECT

Mariposa Creek Hillside Trails

CLIENT

Mariposa County

LOCATION

Mariposa, California

LEGEND

Proposed Trails
- Black DH
- Blue DH
- Green DH
- Bike-Only Climb
- Hike, Uphill Bike-Only
- Hike-Only
- Multi-Use
- Mariposa Creek Parkway

NOTES

1 See Landscape Drawings

ID	TRAIL TYPE	LF	MILES
H-9	Hike-Only	663	0.13
H-4	Hike-Only	5715	1.08
H-10	Hike-Only	255	0.05

DATE 5/9/2025

DRAWN BY Avid Trails

VERSION 01

SHEET **A2**

PROJECTION NAD 1983 StatePlane California III FIPS 0403 Feet

DATUM North American 1983

SCALE 1 inch = 75 feet | 1:900

150'

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MAP KEY

TITLE

ENLARGEMENT PLAN 3

PROJECT

Mariposa Creek Hillside Trails

CLIENT

Mariposa County

LOCATION

Mariposa, California

LEGEND

Proposed Trails
- Black DH
- Blue DH
- Green DH
- Bike-Only Climb
- Hike, Uphill Bike-Only
- Hike-Only
- Multi-Use
- Mariposa Creek Parkway

NOTES

1 See Landscape Drawings

ID	TRAIL TYPE	LF	MILES
H-11	Hike-Only	3421	0.65
H-4	Hike-Only	5715	1.08
H-5	Hike-Only	426	0.08
H-7	Hike-Only	5942	1.13

DATE 5/9/2025

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VERSION 01

SHEET A3

PROJECTION NAD 1983 StatePlane California III FIPS 0403 Feet

DATUM North American 1983

SCALE 1 inch = 75 feet | 1:900

150'

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TITLE

ENLARGEMENT PLAN 4

PROJECT

Mariposa Creek Hillside Trails

CLIENT

Mariposa County

LOCATION

Mariposa, California

LEGEND

Proposed Trails
- Black DH
- Blue DH
- Green DH
- Bike-Only Climb
- Hike, Uphill Bike-Only
- Hike-Only
- Multi-Use
- Mariposa Creek Parkway

NOTES

ID	TRAIL TYPE	LF	MILES
H-4	Hike-Only	5715	1.08
H-12	Hike-Only	2889	0.55

DATE 5/9/2025

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VERSION 01

SHEET **A4**

PROJECTION NAD 1983 StatePlane California III FIPS 0403 Feet

DATUM North American 1983

SCALE 1 inch = 75 feet | 1:900

150'

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TITLE

ENLARGEMENT PLAN 5

PROJECT

Mariposa Creek Hillside Trails

CLIENT

Mariposa County

LOCATION

Mariposa, California

LEGEND

Proposed Trails
- Black DH
- Blue DH
- Green DH
- Bike-Only Climb
- Hike, Uphill Bike-Only
- Hike-Only
- Multi-Use
- Mariposa Creek Parkway

NOTES

ID	TRAIL TYPE	LF	MILES
H-2	Hike-Only	979	0.19

DATE 5/9/2025

DRAWN BY Avid Trails

VERSION 01

SHEET A5

PROJECTION NAD 1983 StatePlane California III FIPS 0403 Feet

DATUM North American 1983

SCALE 1 inch = 75 feet | 1:900

150'

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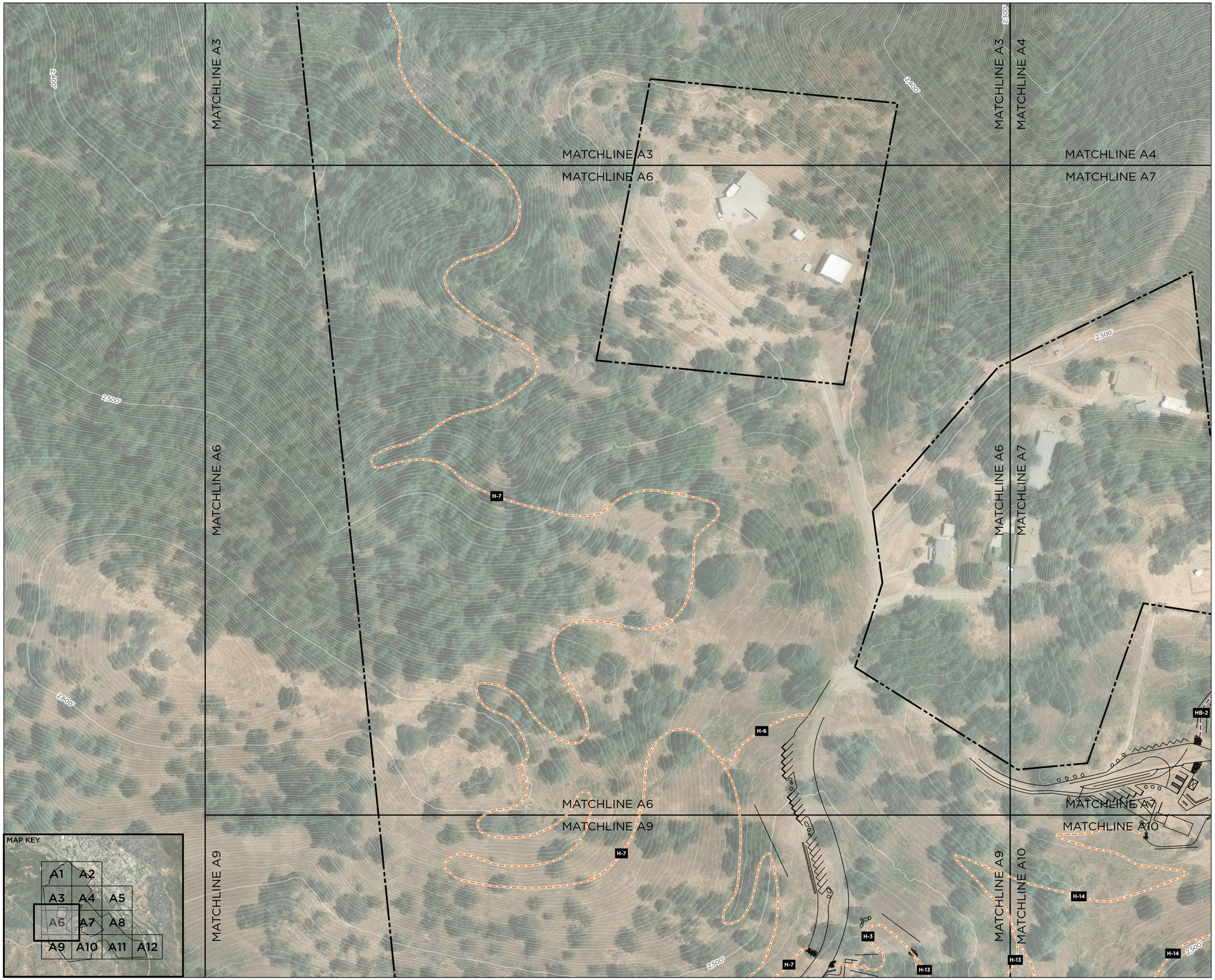

MAP KEY

TITLE

ENLARGEMENT PLAN 6

PROJECT

Mariposa Creek Hillside Trails

CLIENT

Mariposa County

LOCATION

Mariposa, California

LEGEND

Proposed Trails
- Black DH
- Blue DH
- Green DH
- Bike-Only Climb
- Hike, Uphill Bike-Only
- Hike-Only
- Multi-Use
- Mariposa Creek Parkway

NOTES

ID	TRAIL TYPE	LF	MILES
H-6	Hike-Only	191	0.04
H-7	Hike-Only	5942	1.13

DATE 5/9/2025

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VERSION 01

SHEET **A6**

PROJECTION NAD 1983 StatePlane California III FIPS 0403 Feet

DATUM North American 1983

SCALE 1 inch = 75 feet | 1:900

150'

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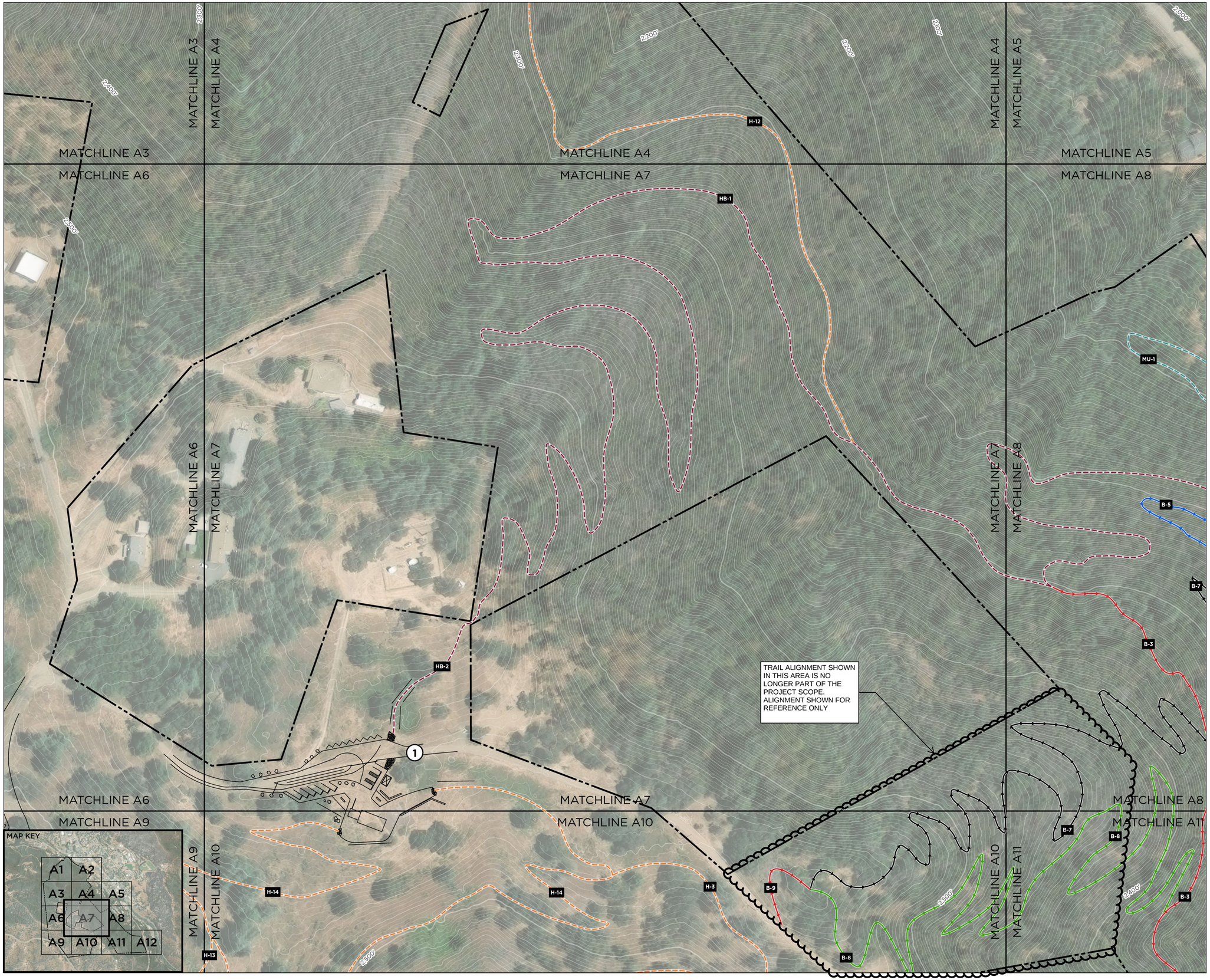

TITLE

ENLARGEMENT PLAN 7

PROJECT

Mariposa Creek Hillside Trails

CLIENT

Mariposa County

LOCATION

Mariposa, California

LEGEND

Proposed Trails
- Black DH
- Blue DH
- Green DH
- Bike-Only Climb
- Hike, Uphill Bike-Only
- Hike-Only
- Multi-Use
- Mariposa Creek Parkway

NOTES

1. See Landscape Drawings

ID	TRAIL TYPE	LF	MILES
HB-2	Hike, Uphill Bike-Only	322	0.06
H-14	Hike-Only	4260	0.81
HB-1	Hike, Uphill Bike-Only	5549	1.05
H-12	Hike-Only	2889	0.55
B-7	Black DH	4118	0.78

DATE

5/9/2025

DRAWN BY

Avid Trails

VERSION

01

SHEET

A7

PROJECTION

NAD 1983 StatePlane California III FIPS 0403 Feet

DATUM

North American 1983

SCALE

1 inch = 75 feet | 1:900

150'

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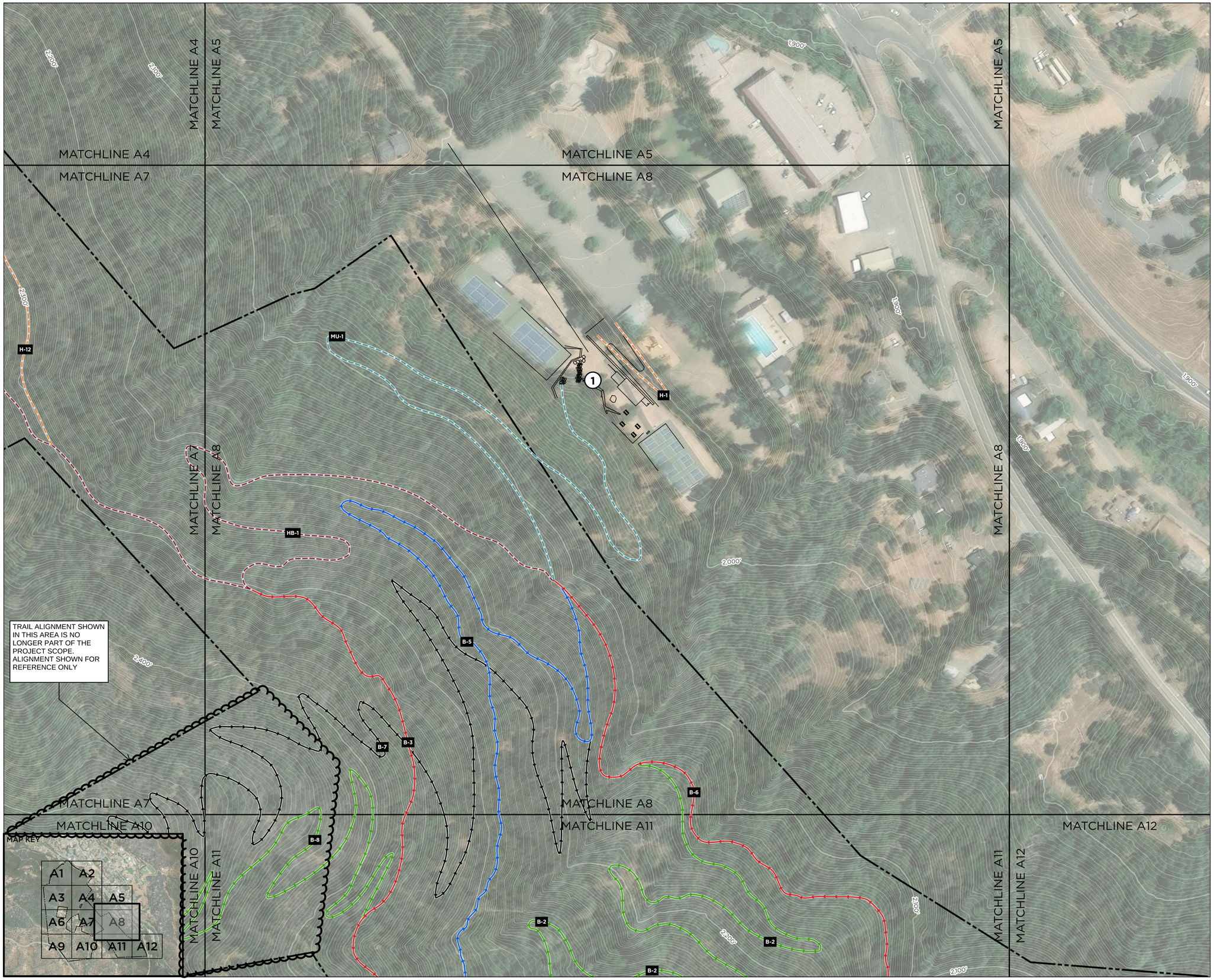

TITLE

ENLARGEMENT PLAN 8

PROJECT

Mariposa Creek Hillside Trails

CLIENT

Mariposa County

LOCATION

Mariposa, California

LEGEND

Proposed Trails
- Black DH
- Blue DH
- Green DH
- Bike-Only Climb
- Hike, Uphill Bike-Only
- Hike-Only
- Multi-Use
- Mariposa Creek Parkway

NOTES

1 See Landscape Drawings

ID	TRAIL TYPE	LF	MILES
MU-1	Multi-Use	1680	0.32
B-3	Bike-Only Climb	2061	0.39
B-6	Bike-Only Climb	2142	0.41
B-5	Blue DH	2391	0.45
B-2	Green DH	4336	0.82
HB-1	Hike, Uphill Bike-Only	5549	1.05
H-1	Hike-Only	337	0.06
B-7	Black DH	4118	0.78
B-8	Green DH	2614	0.5

DATE 5/9/2025

DRAWN BY Avid Trails

VERSION 01

SHEET A8

PROJECTION NAD 1983 StatePlane California III FIPS 0403 Feet

DATUM North American 1983

SCALE 1 inch = 75 feet | 1:900

150'

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TITLE

ENLARGEMENT PLAN 9

PROJECT

Mariposa Creek Hillside Trails

CLIENT

Mariposa County

LOCATION

Mariposa, California

LEGEND

Proposed Trails
- Black DH
- Blue DH
- Green DH
- Bike-Only Climb
- Hike, Uphill Bike-Only
- Hike-Only
- Multi-Use
- Mariposa Creek Parkway

NOTES

1 See Landscape Drawings

ID	TRAIL TYPE	LF	MILES
H-13	Hike-Only	790	0.15
H-14	Hike-Only	4260	0.81
H-7	Hike-Only	5942	1.13
H-3	Hike-Only	4198	0.8

DATE 5/9/2025

DRAWN BY Avid Trails

VERSION 01

SHEET A9

PROJECTION NAD 1983 StatePlane California III FIPS 0403 Feet

DATUM North American 1983

SCALE 1 inch = 75 feet | 1:900

150'

DISCLAIMER

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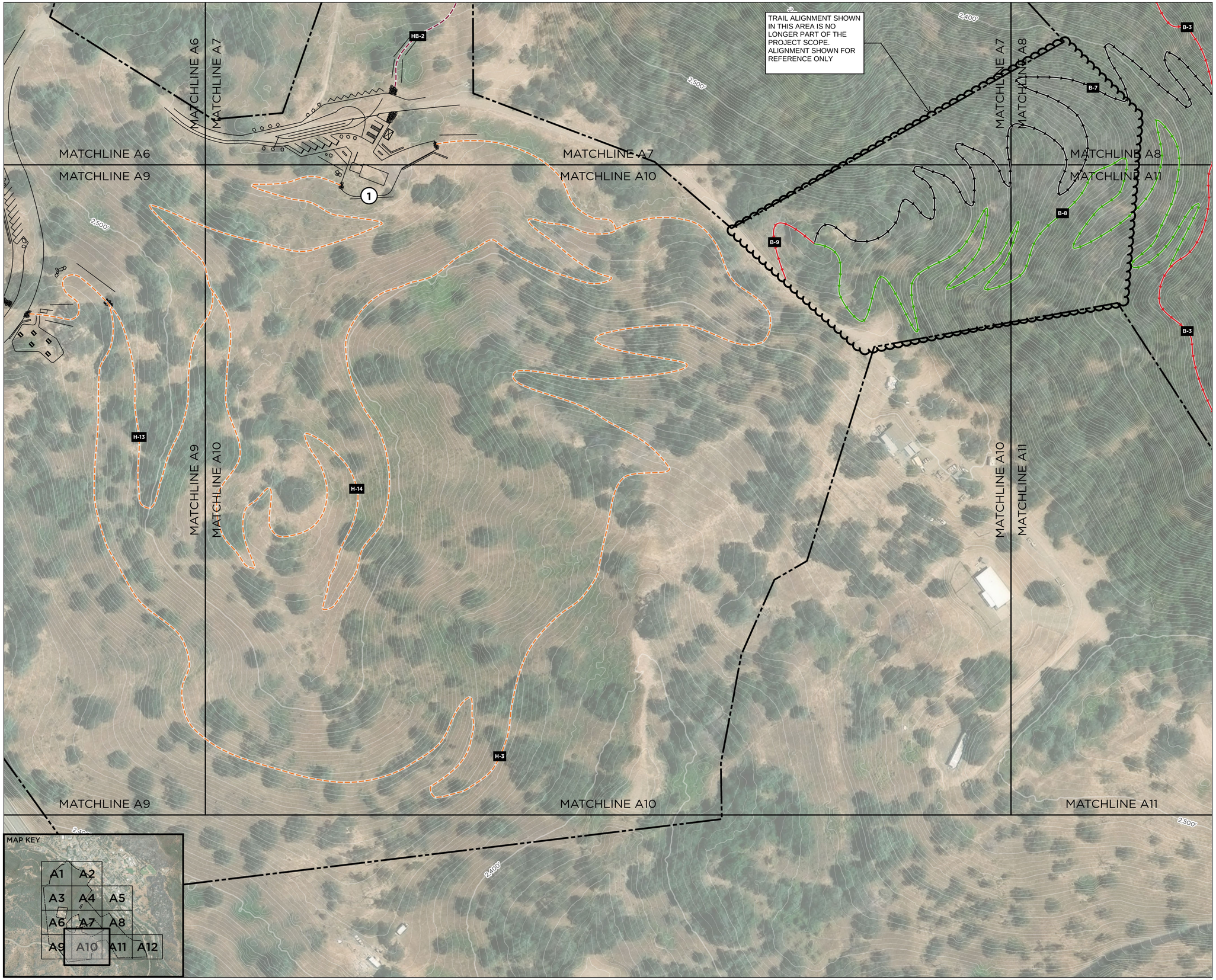

TITLE

ENLARGEMENT PLAN 10

PROJECT

Mariposa Creek Hillside Trails

CLIENT

Mariposa County

LOCATION

Mariposa, California

LEGEND

Proposed Trails

- Black DH
- Blue DH
- Green DH
- Bike-Only Climb
- Hike, Uphill Bike-Only
- Hike-Only
- Multi-Use
- Mariposa Creek Parkway

NOTES

1. See Landscape Drawings

ID	TRAIL TYPE	LF	MILES
H-13	Hike-Only	790	0.15
H-14	Hike-Only	4260	0.81
H-3	Hike-Only	4198	0.8
B-7	Black DH	4118	0.78
B-8	Green DH	2614	0.5
B-9	Bike-Only Climb	181	0.03

DATE 5/9/2025

DRAWN BY Avid Trails

VERSION 01

SHEET **A10**

PROJECTION NAD 1983 StatePlane California III FIPS 0403 Feet

DATUM North American 1983

SCALE 1 inch = 75 feet | 1:900

150'

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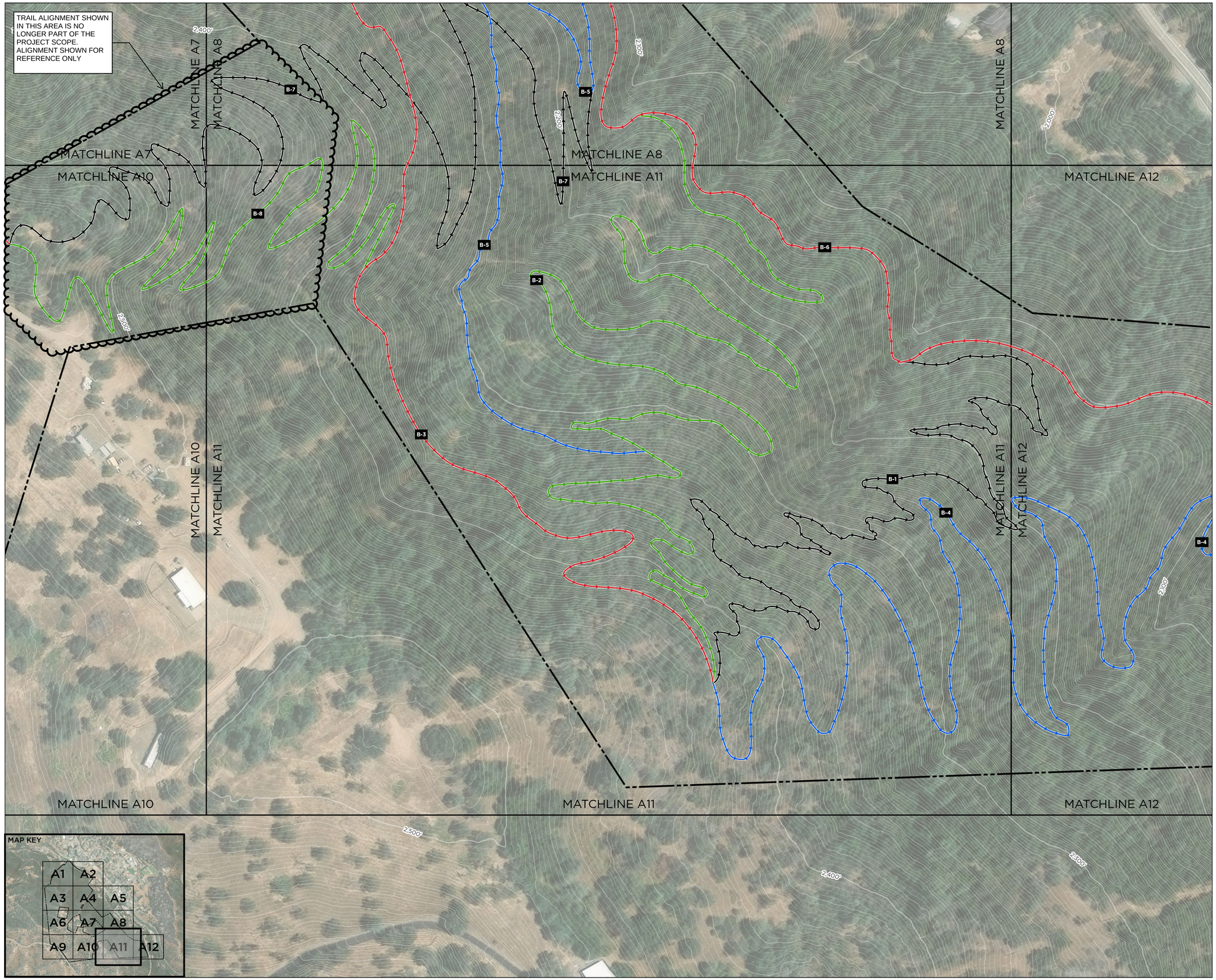

MAP KEY

TITLE

ENLARGEMENT PLAN 11

PROJECT

Mariposa Creek Hillside Trails

CLIENT

Mariposa County

LOCATION

Mariposa, California

LEGEND

Proposed Trails

- Black DH
- Blue DH
- Green DH
- Bike-Only Climb
- Hike, Uphill Bike-Only
- Hike-Only
- Multi-Use
- Mariposa Creek Parkway

NOTES

ID	TRAIL TYPE	LF	MILES
B-3	Bike-Only Climb	2061	0.39
B-4	Blue DH	3723	0.71
B-6	Bike-Only Climb	2142	0.41
B-5	Blue DH	2391	0.45
B-2	Green DH	4336	0.82
B-1	Black DH	2965	0.56
B-7	Black DH	4118	0.78
B-8	Green DH	2614	0.5

DATE 5/9/2025

DRAWN BY Avid Trails

VERSION 01

SHEET A11

PROJECTION NAD 1983 StatePlane California III FIPS 0403 Feet

DATUM North American 1983

SCALE 1 inch = 75 feet | 1:900

150'

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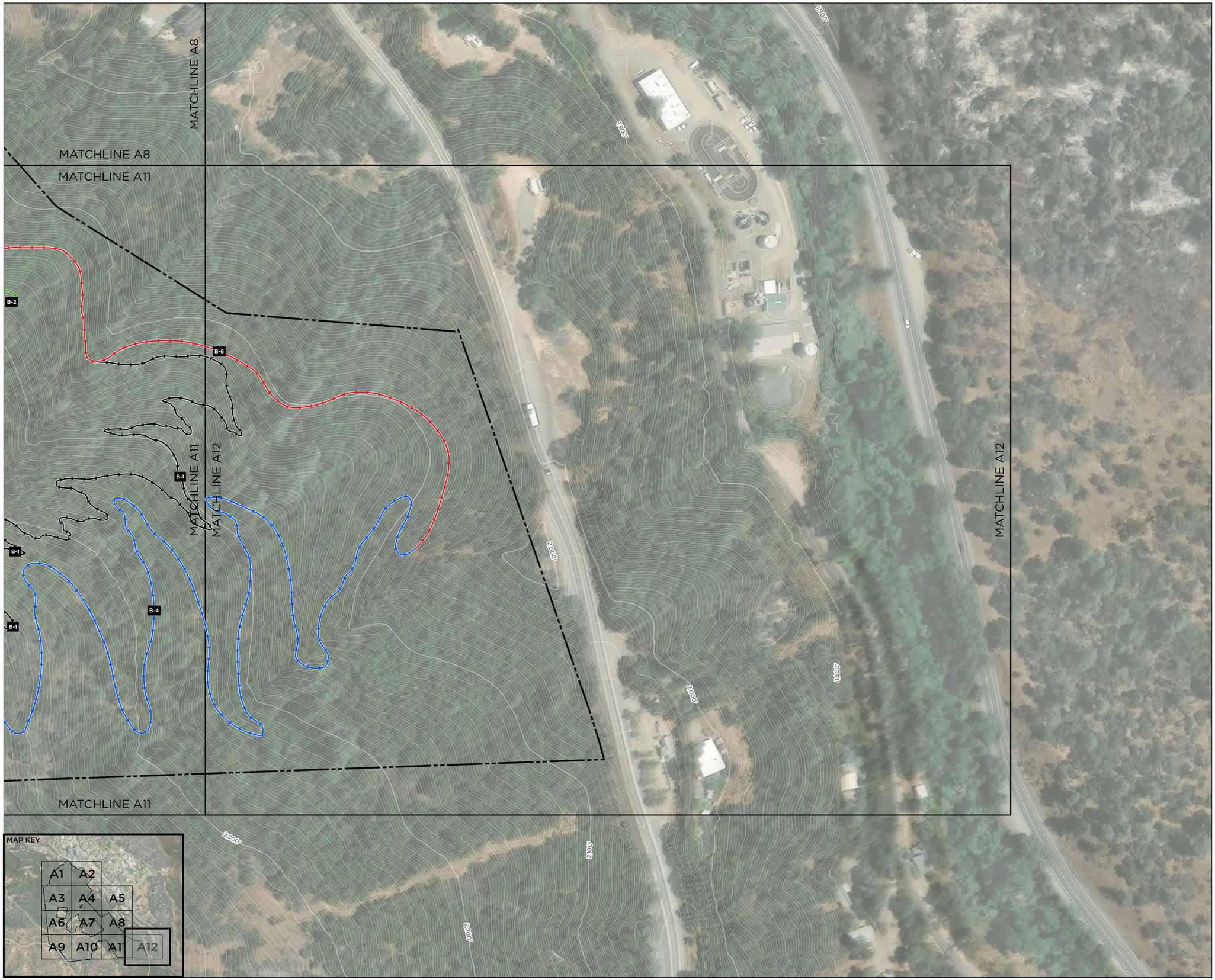

TITLE

ENLARGEMENT PLAN 12

PROJECT

Mariposa Creek Hillside Trails

CLIENT

Mariposa County

LOCATION

Mariposa, California

LEGEND

Proposed Trails
- Black DH
- Blue DH
- Green DH
- Bike-Only Climb
- Hike, Uphill Bike-Only
- Hike-Only
- Multi-Use
- Mariposa Creek Parkway

NOTES

ID	TRAIL TYPE	LF	MILES
B-4	Blue DH	3723	0.71
B-6	Bike-Only Climb	2142	0.41
B-1	Black DH	2965	0.56

DATE 5/9/2025

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VERSION 01

SHEET **A12**

PROJECTION NAD 1983 StatePlane California III FIPS 0403 Feet

DATUM North American 1983

SCALE 1 inch = 75 feet | 1:900

150'

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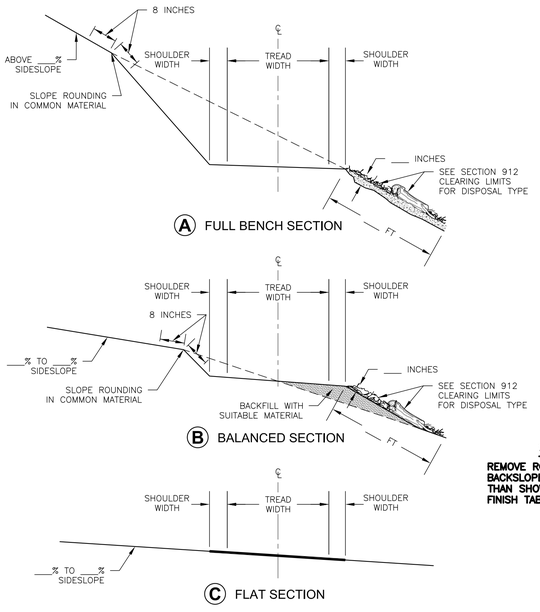
TYPICAL TRAIL CROSS SECTIONS



SLOPE FINISH

REMOVE ROOTS THAT PROTRUDE FROM THE BACKSLOPE WITH DIAMETERS GREATER THAN SHOWN IN THE SLOPE AND TRAILBED FINISH TABLE.

TRAILBED FINISH

REMOVE ROCKS ON THE TRAILBED THAT WILL PROTUDE BEYOND FINISHED GRADE OF THE TRAIL.

NOTES:

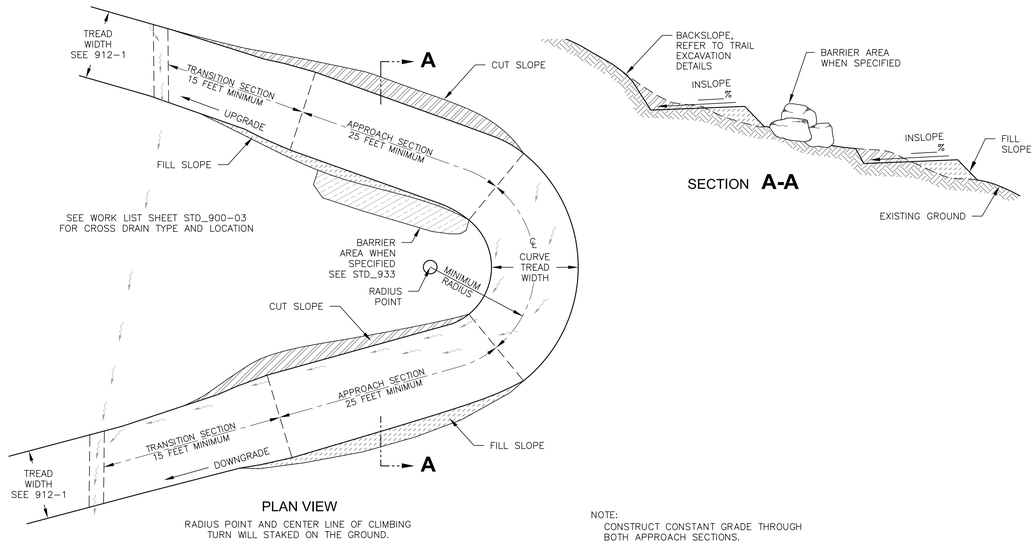
1. **SLASH CONSISTS OF LOGS, LIMBS, BRUSH, AND ROCKS PLACED RANDOMLY IN A WAY TO CATCH SEDIMENT MOVEMENT.**
2. **LIMB ALL TREES AND SHRUBS AND TAMP SLASH INTO GROUND SO THAT 80% OF SLASH IS IN CONTACT WITH THE GROUND.**

1 TYPICAL TRAIL CROSS SECTIONS

O1

SOURCE: US FOREST SERVICE STANDARD TRAIL PLAN DETAILS

NTS



PLAN VIEW

RADIUS POINT AND CENTER LINE OF CLIMBING TURN WILL STAKED ON THE GROUND.

SECTION **A-A**

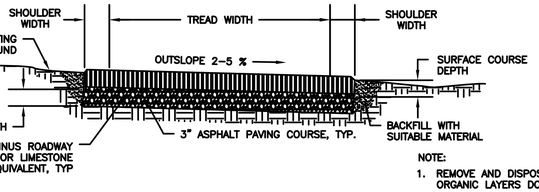
NOTE:
CONSTRUCT CONSTANT GRADE THROUGH BOTH APPROACH SECTIONS.

2 CLIMBING TURNS

O1

SOURCE: US FOREST SERVICE STANDARD TRAIL PLAN DETAILS

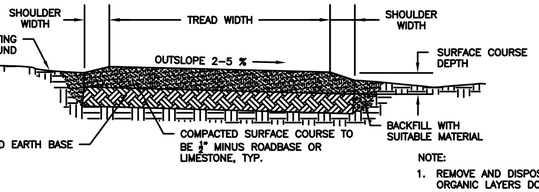
NTS



ASPHALT- TRAIL SECTION

NOTE:

1. **REMOVE AND DISPOSE OF DUFF AND TOP ORGANIC LAYERS DOWN TO MINERAL SOIL.**
2. **COMPACT BACKFILL IN 6 INCH LIFTS UNTIL NO VISUAL DISPLACEMENT.**



CRUSHED STONE CAP- TRAIL SECTION

NOTE:

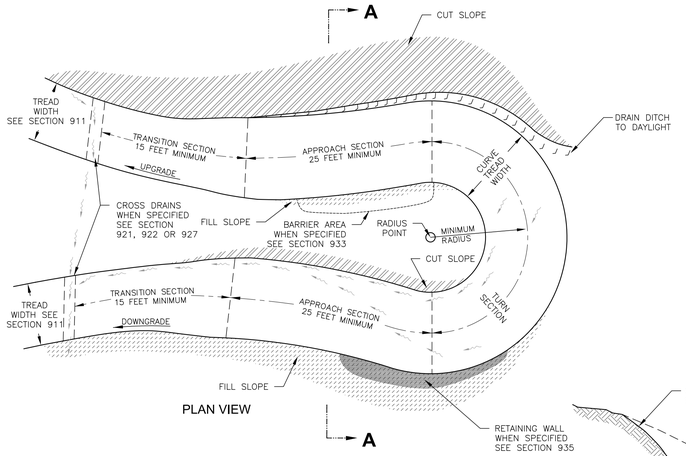
1. **REMOVE AND DISPOSE OF DUFF AND TOP ORGANIC LAYERS DOWN TO MINERAL SOIL.**
2. **COMPACT BACKFILL IN 6 INCH LIFTS UNTIL NO VISUAL DISPLACEMENT.**

3 TYPICAL TRAIL SURFACING

O1

SOURCE: AVID TRAILS

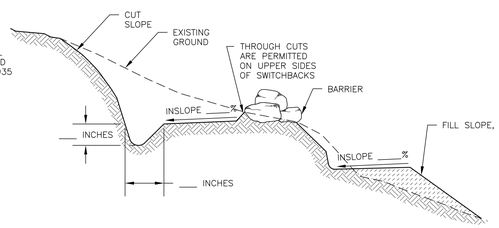
NTS



PLAN VIEW

NOTES:

1. CONSTRUCT CONSTANT GRADE THROUGH BOTH APPROACH SECTIONS AND TURN SECTION.
2. RADIUS POINT AND CENTERLINE OF SWITCHBACK AS STAKED ON THE GROUND.



4 RADIUS SWITCHBACK

O1

SOURCE: US FOREST SERVICE STANDARD TRAIL PLAN DETAILS

NTS

TITLE

CONSTRUCTION DETAILS

PROJECT

Mariposa Hillside Trails

CLIENT

Mariposa County

LOCATION

Mariposa, California

DATE

05.9.25

DRAWN BY

Avid Trails

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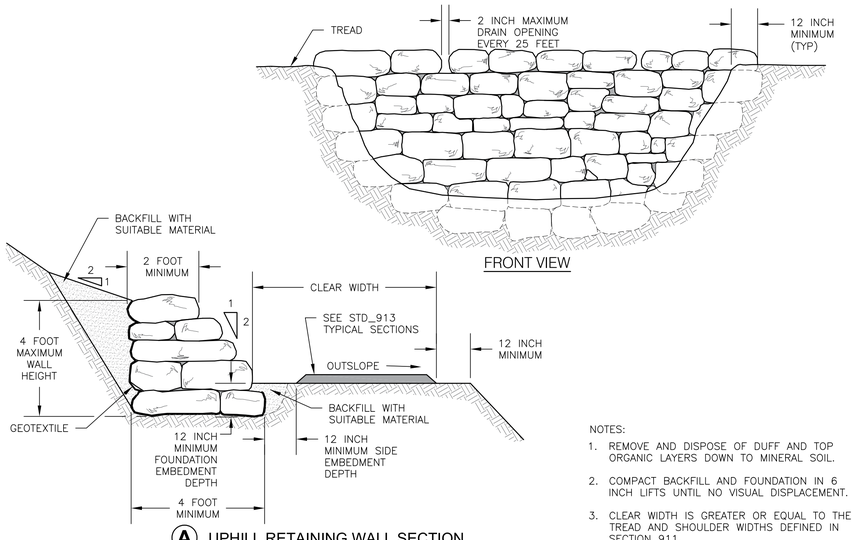


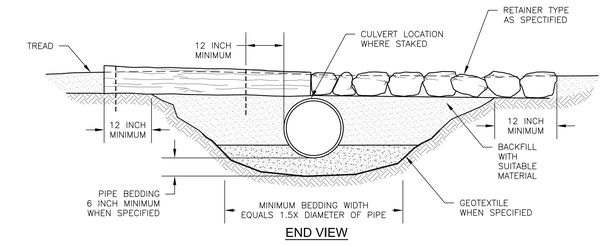
NOTES:

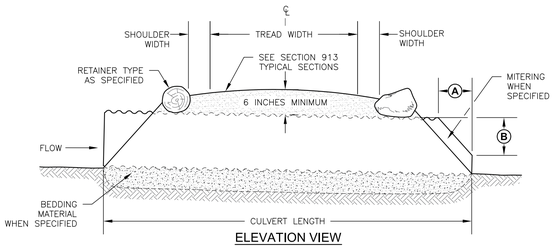
1. REMOVE AND DISPOSE OF DUFF AND TOP ORGANIC LAYERS DOWN TO MINERAL SOIL.
2. COMPACT BACKFILL AND FOUNDATION IN 6 INCH LIFTS UNTIL NO VISUAL DISPLACEMENT.
3. CLEAR WIDTH IS GREATER OR EQUAL TO THE TREAD AND SHOULDER WIDTHS DEFINED IN SECTION 911.

1 02 TYPICAL RETAINING WALL

SOURCE: US FOREST SERVICE STANDARD TRAIL PLAN DETAILS

NTS





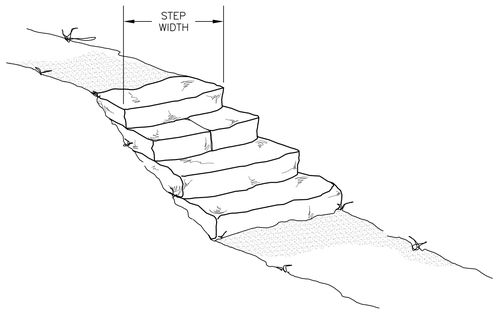
NOTE:

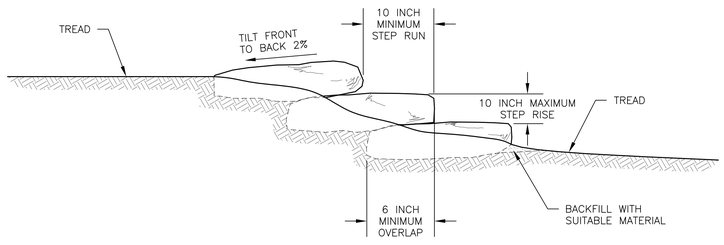
1. COMPACT BACKFILL IN 6 INCH LIFTS UNTIL NO VISUAL DISPLACEMENT.
2. NO ROCKS LARGER THAN 1 1/2 INCHES WITHIN 12 INCHES OF PIPE.

2 02 STANDARD CULVERT

SOURCE: US FOREST SERVICE STANDARD TRAIL PLAN DETAILS

NTS





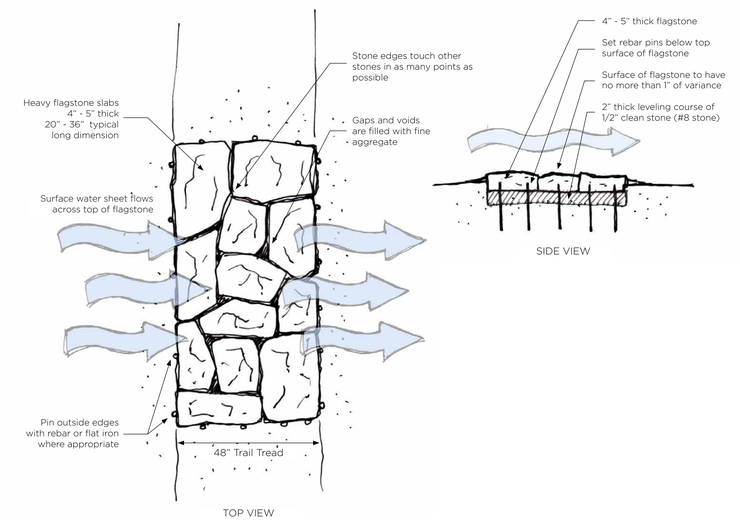
NOTES:

1. COMPACT BACKFILL IN 6 INCH LIFTS UNTIL NO VISUAL DISPLACEMENT.
2. REMOVE AND DISPOSE OF DUFF AND TOP ORGANIC LAYERS DOWN TO MINERAL SOIL.

3 02 OVERLAPPING ROCK STEPS

SOURCE: US FOREST SERVICE STANDARD TRAIL PLAN DETAILS

NTS



4 02 ROCK ARMORING FOR AT-GRADE CROSSING

SOURCE: AVID TRAILS

NTS

TITLE

CONSTRUCTION DETAILS

PROJECT

Mariposa Hillside Trails

CLIENT

Mariposa County

LOCATION

Mariposa, California

DATE 05.9.25

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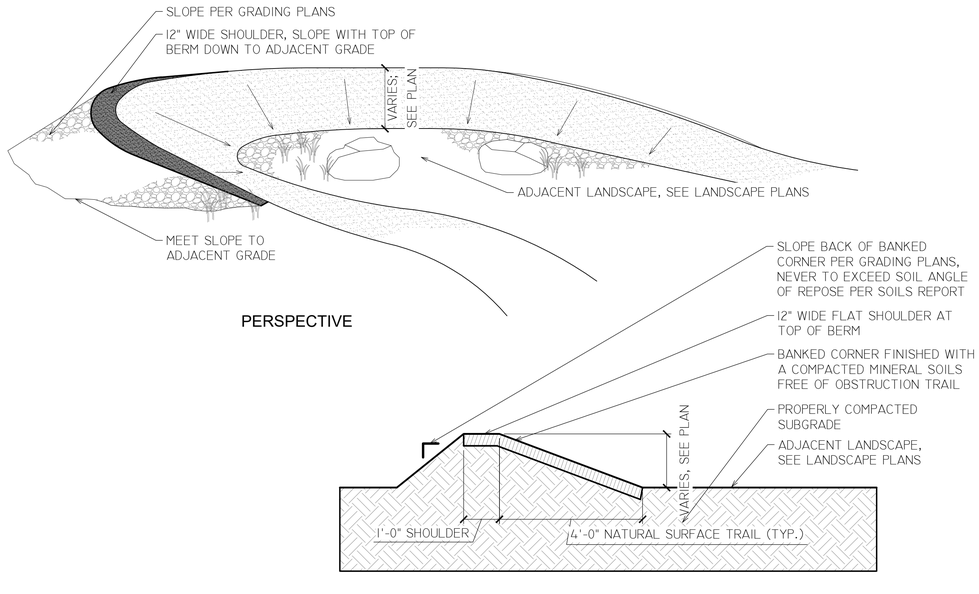
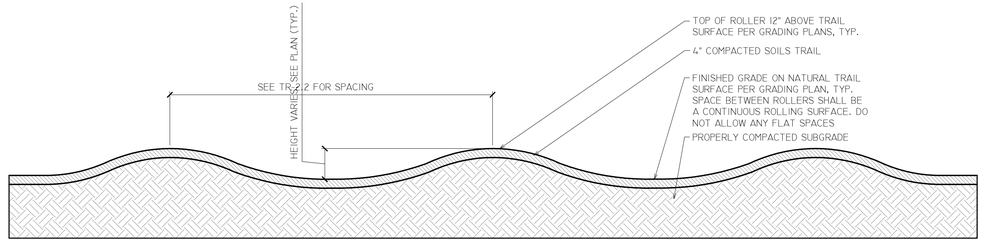


1 TYPICAL BERM TURN

03

SOURCE: AVID TRAILS

SCALE: 1/2" = 1'-0"

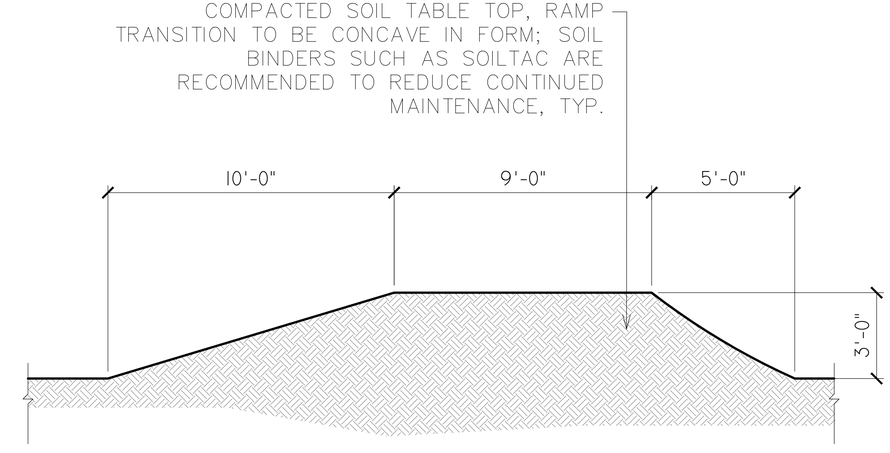


2 TRAIL ROLLERS

03

SOURCE: AVID TRAILS

NTS



3 TABLETOP JUMP

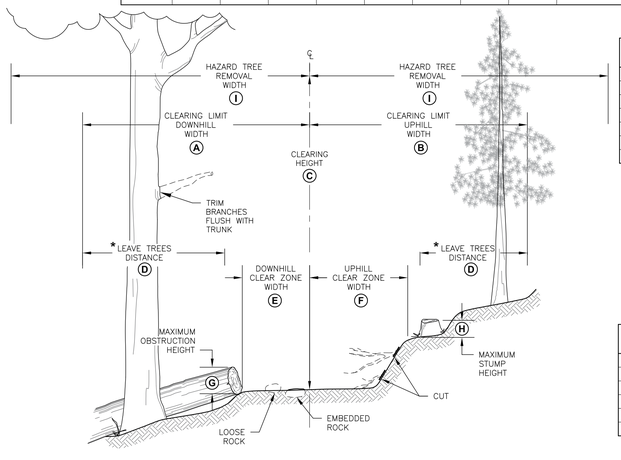
03

SOUCE: AVID TRAILS

NTS

CLEARING LIMITS - TREES AND LOGS

TYPICAL ID	CLEARING METHOD	CLEARING LIMITS: DOWNHILL WIDTH (A)	CLEARING LIMITS: UPHILL WIDTH (B)	CLEARING LIMITS: CLEARING HEIGHT (C)	*LEAVE TREES: DISTANCE (FEET) (D)	*LEAVE TREES: DIAMETER (INCHES)	CLEAR ZONE: DOWNHILL WIDTH (E)	CLEAR ZONE: UPHILL WIDTH (F)	CLEAR ZONE: MAXIMUM OBSTRUCTION HEIGHT (G)	STUMPS: MAXIMUM HEIGHT (H)	HAZARD TREE: REMOVAL WIDTH (I)	DISPOSAL METHOD	COMMENTS
CLT-1	C											D	



CLEARING METHOD

CLEARING TYPE	CLEARING METHOD	COMMENTS
C1	NEW CONSTRUCTION	TREES, PRUNING, & BRUSH
C2	CLEARING LIMIT RESTORATION	TREES, PRUNING, LOGS, BRUSH & MAINTENANCE
C3	TRAIL OPENING	LOGGING OUT, LOOSE ROCK & DRAINAGE CLEARING
C4	HAZARD TREE REMOVAL	ALONG TRAIL CORRIDOR
C5	HAZARD TREE REMOVAL	INDIVIDUAL (AS MARKED)
C6	LOOSE ROCK & ROOT REMOVAL	
C7		

LEAVE TREES: LEAVE TREES SHOULD BE LIVE, SOUND & UNDAMAGED WITH UNCOMPROMISED ROOT SYSTEMS.

HAZARD TREES: HAZARD TREES ARE TREES THAT ARE STANDING OR LEANING DEAD TREES LARGER THAN 8 INCHES IN DIAMETER AND GREATER THAN 90 FEET IN HEIGHT.

DISPOSAL METHOD

DISPOSAL TYPE	DISPOSAL METHOD	COMMENTS
D1	LOP AND SCATTER OUTSIDE TRAILWAY	
D2	LOP AND SCATTER ON FILL SLOPE	
D3	PILE AND BURN	
D4	CHIP	
D5	HAUL TO DISPOSAL SITE	
D6		

4 CLEARING LIMITS

03

SOURCE: US FOREST SERVICE STANDARD TRAIL PLAN DETAILS

NTS

TITLE

CONSTRUCTION DETAILS

PROJECT

Mariposa Hillside Trails

CLIENT

Mariposa County

LOCATION

Mariposa, California

DATE

05.9.25

DRAWN BY

Avid Trails

SHEET

03

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MARIPOSA HILLSIDE TRAILS

MARIPOSA COUNTY, CA

05/28/2025
SCHEMATIC DESIGN

LAKE | FLATO ARCHITECTS, INC.
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311 THIRD STREET
SAN ANTONIO, TEXAS 78205
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www.lakeflato.com

ABBREVIATIONS

ABV	ABOVE
AFF	ABOVE FINISHED FLOOR
ACOUS	ACOUSTICAL
ADJ	ADJUSTABLE
ANOD	ANODIZED
A/C	AIR CONDITIONING
ALT	ALTERNATE
ALUM	ALUMINUM
ADA	AMERICANS WITH DISABILITIES ACT
A.B.	ANCHOR BOLT
ARCH	ARCHITECT (URAL)
AD	AREA DRAIN
ASPH	ASPHALT
BRG	BEARING
BM	BEAM
B.M.	BENCH MARK
BTWN	BETWEEN
BIT	BITUMINOUS
BLK (G)	BLOCK (ING)
BD	BOARD
B.S.	BOTH SIDES
B.W.	BOTH WAYS
BOT	BOTTOM
B.O.B.	BOTTOM OF BEAM
B.O.D.	BOTTOM OF DECK
B.O.S.	BOTTOM OF STEEL
BLDG	BUILDING
BU	BUILT UP
CAB	CABINET
C.I.	CAST IRON
C.B.	CATCH BASIN
CLG	CEILING
CEM	CEMENT
CER TILE	CERAMIC TILE
CIR	CIRCLE
CIRC	CIRCULAR, CIRCUMFERENCE
CLR	CLEAR
COL	COLUMN
COMB	COMBINATION
CONC	CONCRETE
CMU	CONCRETE MASONRY UNIT
CONST	CONSTRUCTION
CONT	CONTINUOUS, CONTINUE
CTR	CONTRACTOR
C.J.	CONTROL JOINT
CNTR	COUNTERTOP
D.	DEEP
DEMO	DEMOLISH, DEMOLITION
DTL	DETAIL
DIAG	DIAGONAL
DIA	DIAMETER
DIM	DIMENSION
DR	DOOR
D.H.	DOUBLE HUNG
DBL	DOUBLE
DS	DOWNSPOUT
DISP	DISPENSER
DWR	DRAWER
DWG	DRAWING
E	EAST
ELEC	ELECTRIC (AL)
ELEV	ELEVATION
ELV	ELEVATOR
EXIST	EXISTING
EPS	EXPANDED (EXTRUDED) POLYSTYRENE BOARD
EQ	EQUAL
EMERG	EMERGENCY
EX	EXHAUST
EXP	EXPOSED
EXP JT	EXPANSION JOINT
EIFS	EXTERIOR INSULATING FINISH SYSTEM
FEC	FIRE EXTINGUISHER CABINET
FIN	FINISH (ED)
FIN FLR	FINISHED FLOOR
FP	FIREPLACE
FLR	FLOOR (ING)
F.D.	FINISHED DIMENSION
FD	FLOOR DRAIN
FLUOR	FLUORESCENT
FRP	FIBERGLASS REINFORCED PANEL
FRZR	FREEZER
FT	FOOT (FEET)
FTG	FOOTING
FOUND	FOUNDATION
GA	GAGE, GAUGE
GALV	GALVANIZED
G.C.	GENERAL CONTRACTOR
GL	GLASS
GYP BD	GYPSUM WALL BOARD
GYP	GYPSUM
H/C	HANDICAPPED
HDWE	HARDWARE
HDR	HEADER
HVAC	HEATING / VENTILATING / AIR CONDITIONING
H.D.	HEAVY DUTY
HGT	HEIGHT
H.	HIGH
HC	HOLLOW CORE
HM	HOLLOW METAL
HORIZ	HORIZONTAL
HB	HOSE BIBB
INCAND	INCANDESCENT
IN	INCHES
INCL	INCLUDE (D), (ING)
ID	INSIDE DIAMETER
INSUL	INSULATION, INSULATING
INT	INTERIOR
LAM	LAMINATE (D)
LAV	LAVATORY
LH	LEFT HAND
L	LENGTH, LONG
LLH	LONG LEG HORIZONTAL
LLV	LONG LEG VERTICAL
MSRY	MASONRY
MAX	MAXIMUM
MECH	MECHANICAL
M.C.	MEDICINE CABINET
MED	MEDIUM
MBR	MEMBER
MEMB	MEMBRANE
MTL	METAL
M.	METER (S)
MIN	MINIMUM
MISC	MISCELLANEOUS
NOM	NOMINAL
N	NORTH
NIC	NOT IN CONTRACT
NTS	NOT TO SCALE
OC	ON CENTER (S)
O.H.	OPPOSITE HAND
OPG	OPENING
OPP	OPPOSITE
OD	OUTSIDE DIAMETER
PTD	PAINTED
PANEL	ELECTRICAL PANELBOARD
PERF	PERFORATED
PLAS	PLASTER
P LAM	PLASTIC LAMINATE
PNL	PANEL
PL	PLATE
PLYWD	PLYWOOD
PVC	POLYVINYL CHLORIDE
POLYISO	POLYISOCYANURATE BOARD
PSI	POUNDS PER SQUARE INCH
PROP	PROPERTY LINE
R.	RADIUS
REF	REFER (ENCE)
REFL	REFLECTED
REFG	REFRIGERATOR
RAG	RETURN AIR GRILLE
REQ'D	REQUIRED
RH	RIGHT HAND
RD	ROOF DRAIN
RO	ROUGH OPENING
SCHED.	SCHEDULE
SEC	SECTION
SHT	SHEET
SHLV	SHELVING
SIM	SIMILAR
SC	SOLID CORE
S	SOUTH
SP	SPACE (S)
SPEC	SPECIFICATION, SPECIFIED
SQ	SQUARE
SS	STAINLESS STEEL
STD	STANDARD
STL	STEEL
STOR	STORAGE
STR	STAIR, STRINGER
SD	STORM DRAIN
STRUCT	STRUCTURAL

ABBREVIATIONS (CONT.)

TAS	TEXAS ACCESSIBILITY STANDARDS
TEL	TELEPHONE
TV	TELEVISION
THK	THICK (NESS)
T&G	TONGUE AND GROOVE
T.O.P.	TOP OF PLATE
T.O.S.	TOP OF STEEL
T.O.W.	TOP OF WALL
T	TREAD, TEMPERED
TYP	TYPICAL
UNO	UNLESS NOTED OTHERWISE
VERT	VERTICAL
WSCT	WAINSCOT
WH	WATER HEATER
W/C	WATER CLOSET
WP	WATERPROOFING
WWF	WELDED WIRE FABRIC
W	WEST
WIN	WINDOW
W/	WITH
W/O	WITHOUT
WD	WOOD

ABBREVIATION SYMBOLS

∠	**ANGLE**
℄	**CENTERLINES**
C	**CHANNEL**
#	**PENNY**
PL	**PLATE**
Φ	**DIAMETER**
W	**WIDE FLANGE BEAM**

DRAWING SYMBOLS

100A — DOOR NUMBER

2.02 — WINDOW NUMBER

ELEVATION MARK - HEIGHT ABOVE REF. ELEV. (0'-0")

1 — REVISION NUMBER

ROOM 212 — ROOM NAME & NUMBER

1 / 4 A700 2 / 3 — INTERIOR ELEVATION NUMBER & SHEET NUMBER

1 / A900 — DETAIL NUMBER / SHEET NUMBER

A400 3 — SHEET NUMBER / EXTERIOR ELEVATION NUMBER

2 / A900 — SECTION NUMBER / SHEET NUMBER

GENERAL NOTES

GENERAL PROJECT NOTES

1. REFER TO COMPLETE SET OF ISSUED CONTRACT DOCUMENTS FOR APPLICABLE NOTES, ABBREVIATIONS, AND SYMBOLS.
2. DO NOT SCALE THE DRAWINGS. IF DIMENSIONS ARE IN QUESTION THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING CLARIFICATION FROM THE ARCHITECT BEFORE CONTINUING.
3. ISOLATE DISSIMILAR METALS TO PREVENT GALVANIC CORROSION.
4. SEALANTS EXPOSED TO VIEW SHALL BE CUSTOM COLOR AS SELECTED BY THE ARCHITECT. COORDINATE LOCATION OF SEALANT AND COMPATIBILITY OF SEALANTS WITH ADJACENT WORK, BUILDING MATERIALS, AND OTHER CONTINUOUS SEALANTS.
5. COMPLY WITH ALL APPLICABLE CODES, LAWS, ORDINANCES, ORDERS, RULES, AND REGULATIONS OF AUTHORITIES HAVING JURISDICTION.
6. REVIEW DOCUMENTS, VERIFY DIMENSIONS AND FIELD CONDITIONS AND CONFIRM THAT WORK IS BUILDABLE AS SHOWN. REPORT ANY CONFLICTS OR OMISSIONS TO THE ARCHITECT FOR CLARIFICATION PRIOR TO PERFORMING ANY WORK IN QUESTION.
7. COORDINATE WORK WITH THE OWNER, INCLUDING SCHEDULING TIME AND LOCATIONS FOR DELIVERIES, BUILDING ACCESS, USE OF BUILDING SERVICES AND FACILITY. MINIMIZE DISTURBANCE OF BUILDING FUNCTIONS AND OCCUPANTS.
8. MAINTAIN WORK AREAS SECURE AND LOCKABLE DURING CONSTRUCTION. COORDINATE WITH OWNER AND/OR PROPERTY MANAGER TO ENSURE SECURITY.
9. MAINTAIN EXITS, EXIT LIGHTING, FIRE PROTECTIVE DEVICES, AND ALARMS IN CONFORMANCE WITH APPLICABLE CODES AND ORDINANCES.
10. EXAMINATION OF THE SITE AND PORTIONS THEREOF THAT AFFECT THIS WORK SHALL BE MADE BY THE GENERAL CONTRACTOR PRIOR TO STARTING WORK, WHO SHALL COMPARE EXISTING CONDITIONS WITH THE CONTRACT DOCUMENTS AND SATISFY HIM/HERSELF AS TO THE EXISTING CONDITIONS UNDER WHICH WORK IS TO BE PERFORMED. CONTRACTOR SHALL AT SUCH TIME ASCERTAIN AND VERIFY THE LOCATIONS OF EXISTING STRUCTURES AND UTILITIES.
11. ALL MANUFACTURED ARTICLES, MATERIALS AND EQUIPMENT SHALL BE INSTALLED, CONNECTED, ERECTED CLEANED, AND CONDITIONED PER THE MANUFACTURER'S INSTRUCTIONS. IN CASE OF DIFFERENCES BETWEEN MANUFACTURER'S INSTRUCTIONS AND THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT BEFORE PROCEEDING WITH THE WORK IN QUESTION.
12. DAMAGE TO NEW AND EXISTING MATERIALS, FINISHES, STRUCTURES AND EQUIPMENT SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER AT THE EXPENSE OF THE CONTRACTOR.
13. CONTRACTOR SHALL REMOVE ALL RUBBISH AND WASTE MATERIALS OF ALL SUBCONTRACTORS AND TRADES ON A DAILY BASIS AND SHALL EXERCISE STRICT CONTROL OVER JOB CLEANING TO PREVENT ANY DIRT, DEBRIS, OR DUST FROM AFFECTING ANY FINISHED AREAS IN OR OUTSIDE THE JOB SITE. BURNING OF DEBRIS ON SITE SHALL NOT BE PERMITTED.
14. CONTRACTOR SHALL NOT PROCEED WITH ANY WORK REQUIRING ADDITIONAL COMPENSATION BEYOND THE CONTRACT AMOUNT WITHOUT AUTHORIZATION FROM THE ARCHITECT OR OWNER. FAILURE TO OBTAIN AUTHORIZATION SHALL INVALIDATE ANY CLAIM FOR ADDITIONAL COMPENSATION.

DIRECTORY

Landscape
WRT DESIGN
120 2nd Street, 3rd Fl
San Francisco, CA 94105
Contact: Smera Rose Jacob
Phone: (415) 363-0454
Email: sjacob@wrtdesign.com

Architect
LAKE FLATO ARCHITECTS
311 Third Street
San Antonio, TX, 78205
Contact: Graham Beach
Phone: (210) 679-2343
Email: gbeach@lakeflato.com

VICINITY MAP

DRAWING INDEX

ARCHITECTURAL SHEET LIST

NUMBER	NAME
G001	PROJECT INFORMATION
G010	RENDERINGS
A.A200	PRIMARY TRAILHEAD - ARCHITECTURAL PLANS
A.A201	PRIMARY TRAILHEAD - REFLECTED CEILING PLAN
A.A400	PRIMARY TRAILHEAD - EXTERIOR ELEVATIONS
B.A200	SECONDARY TRAILHEAD DRAWINGS
C.A200	VIEWING DECK - ARCHITECTURAL PLANS
C.A400	VIEWING DECK - ELEVATIONS

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www.lakeflato.com

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MARIPOSA HILLSIDE TRAILS

MARIPOSA COUNTY, CA

THIS SQUARE APEARS 1/2"x1/2" ON FULL SIZE SHEETS

05/28/2025 — LJF PROJ. NO. 24000

PROJ. ARCHITECT GB — DRAWN BY: AH

SET ISSUE DATES:

DATE	ISSUE

REVISIONS

NO.	DATE	DESCRIPTION

SCHEMATIC DESIGN

PROJECT INFORMATION

G001

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6/2/2025 9:40:26 AM

SECONDARY TRAILHEAD

PRIMARY TRAILHEAD - VIEW 1

VIEWING DECK

PRIMARY TRAILHEAD - VIEW 2

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PROJ. ARCHITECT GB DRAWN BY: Author

SET ISSUE DATES

DATE	ISSUE

REVISIONS

NO.	DATE	DESCRIPTION

SCHEMATIC DESIGN

RENDERINGS

G010

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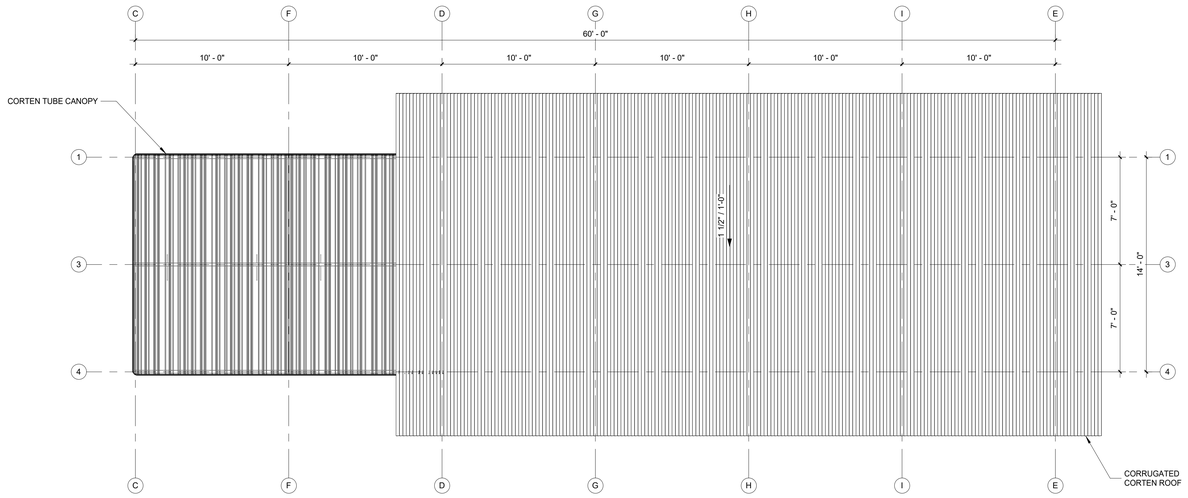
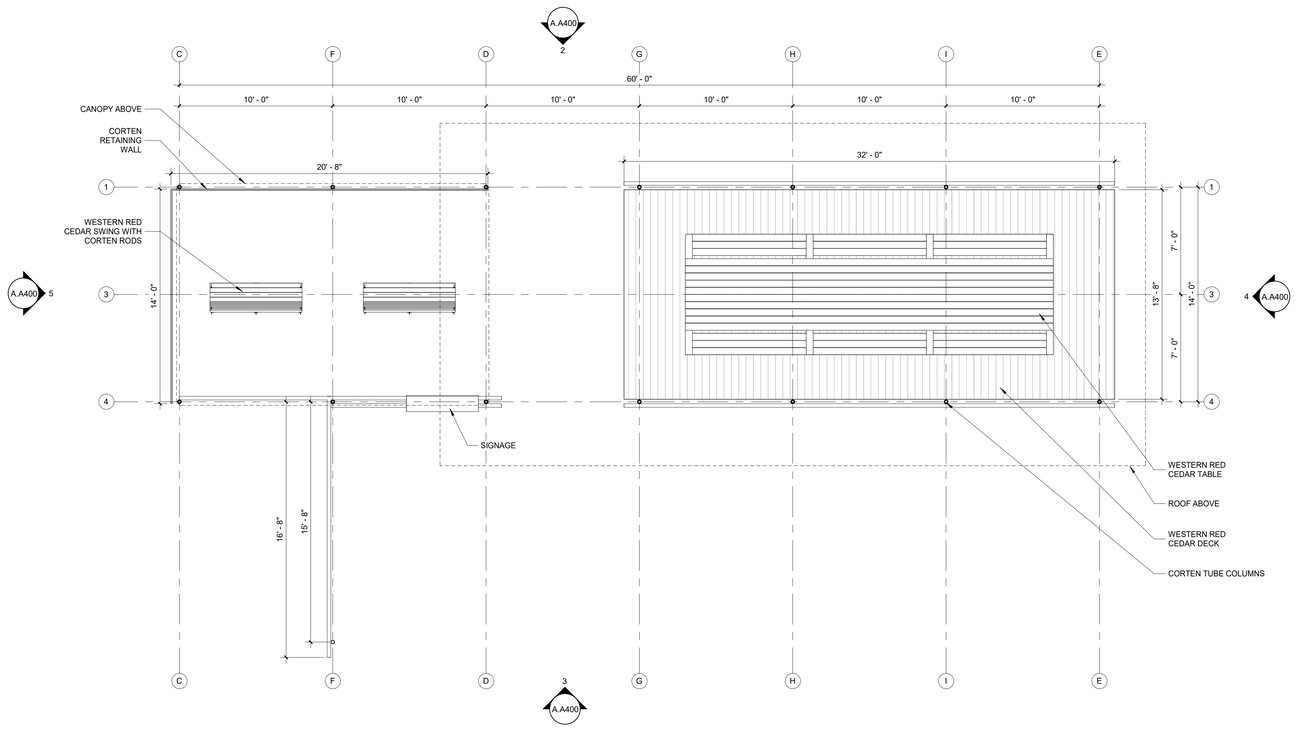


3 ROOF PLAN - PAVILION

SCALE: 1/4" = 1'-0"



1 FLOOR PLAN - PAVILION

SCALE: 1/4" = 1'-0"

FLOOR PLAN GENERAL NOTES

1. DIMENSIONS ARE TO GRID LINE, FACE OF STUD, FACE OF CONCRETE, AND CENTERLINE OF DOOR OPENINGS, UNLESS NOTED OTHERWISE. DIMENSIONS NOTED AS "CLR" MUST BE PRECISELY MAINTAINED. DIMENSIONS ARE NOT ADJUSTABLE WITHOUT ARCHITECT'S APPROVAL UNLESS NOTED AS "+/-". VERIFY DIMENSIONS MARKED "V.I.F." PRIOR TO COMMENCEMENT OF CONSTRUCTION, AND NOTIFY ARCHITECT OF ANY INCONSISTENCIES. "ALIGN" SHALL MEAN TO ACCURATELY LOCATE FINISH FACES IN THE SAME PLANE.
2. REFERENCE AXXX FOR PARTITION TYPES. ALL PARTITIONS ARE TYPE xx UNLESS OTHERWISE NOTED. ADD FULL ACOUSTICAL INSULATION TO ALL PARTITION TYPES ENCLOSING THESE SPACES: OFFICE, CONFERENCE ROOM, TOILET ROOMS, AND MECHANICAL ROOMS.
3. REFERENCE GXXX SERIES FOR GRAPHIC EXTENT OF FIRE RATED PARTITIONS.
4. REFERENCE A001 FOR ADDITIONAL GENERAL NOTES.
5. REFERENCE AXXX FOR FINISH SCHEDULES.
6. FURNITURE LAYOUT IS FOR "REFERENCE" ONLY

ROOF PLAN NOTES

1. REFER TO MECHANICAL, PLUMING AND ELECTRICAL FOR LOCATIONS OF PIPING, CURBS, VENTS, DUCTS, FANS, AND OTHER ITEMS ON THE ROOF SURFACE.
2. PAINT EXPOSED ROOF MOUNTED EQUIPMENT, PIPING, ETC. , EXCEPT THOSE ITEMS WHICH ARE ALUMINUM OR STAINLESS STEEL COLORED AS SELECTED BY ARCHITECT.
3. ALL ROOF FLASHING TO BE ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.
4. REFER TO PLUMBING DRAWINGS FOR ROOF DRAIN SIZES.
5. OVERFLOW ROOF DRAW INLETS SHALL BE 2" ABOVE THE PRIMARY DRAWN INLETS.

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SAN ANTONIO,TEXAS78205
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MARIPOSA HILLSIDE TRAILS

MARIPOSA COUNTY, CA

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05/28/2025 LJF PROJ. NO. 24000

PROJ. ARCHITECT GB DRAWN BY: AH

SET ISSUE DATES

DATE	ISSUE

REVISIONS

NO.	DATE	DESCRIPTION

SCHEMATIC DESIGN

PRIMARY TRAILHEAD - ARCHITECTURAL PLANS

A.A200

6/2/2025 9:39:39 AM

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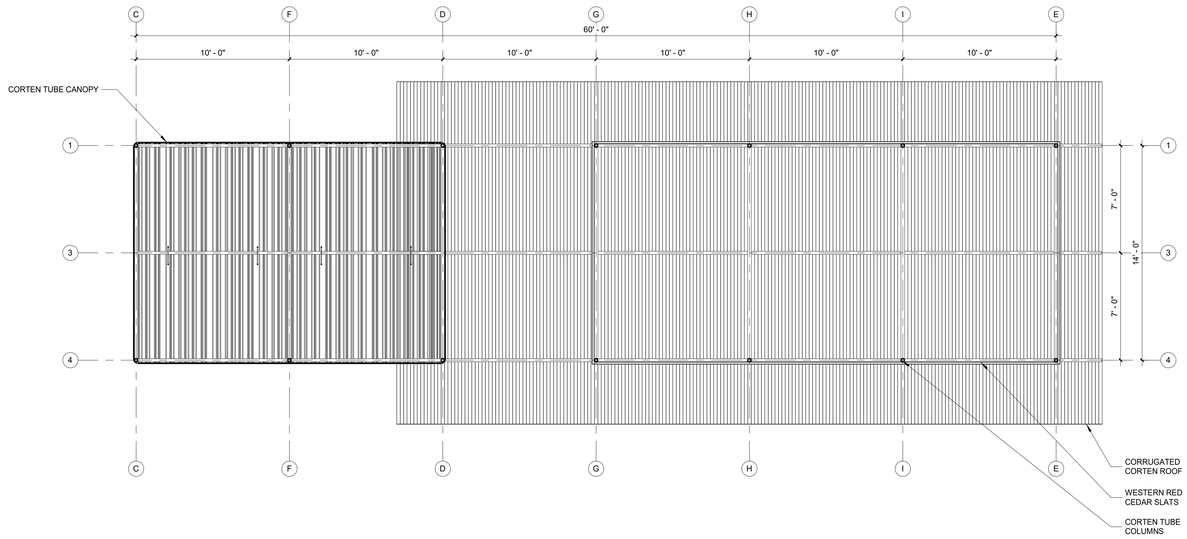

1 REFLECTED CEILING PLAN - PAVILION

SCALE: 1/4" = 1'-0"

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MARIPOSA HILLSIDE TRAILS

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PROJ. ARCHITECT GB DRAWN BY: AH

SET ISSUE DATES

DATE	ISSUE

REVISIONS

NO.	DATE	DESCRIPTION

SCHEMATIC DESIGN

PRIMARY TRAILHEAD - REFLECTED CEILING PLAN

A.A201

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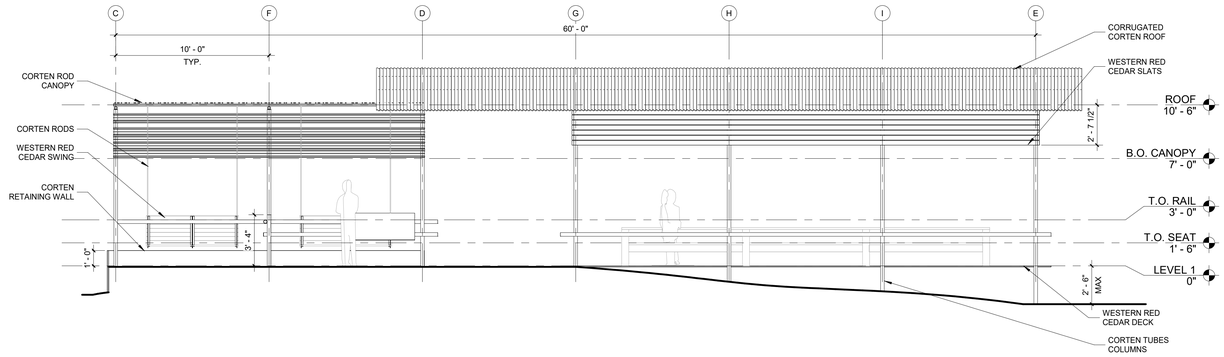
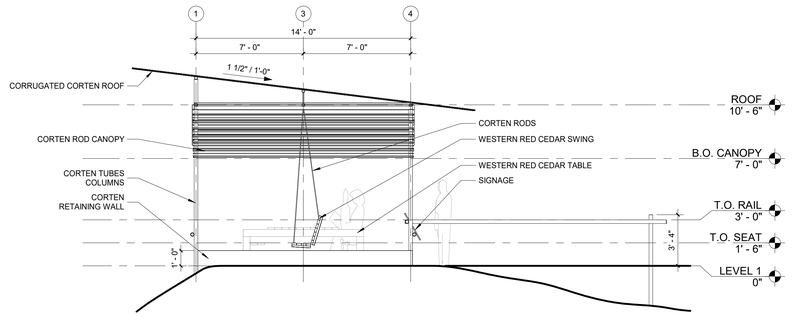


3 SOUTH ELEVATION - PAVILION

SCALE: 1/4" = 1'-0"



5 WEST ELEVATION - PAVILION

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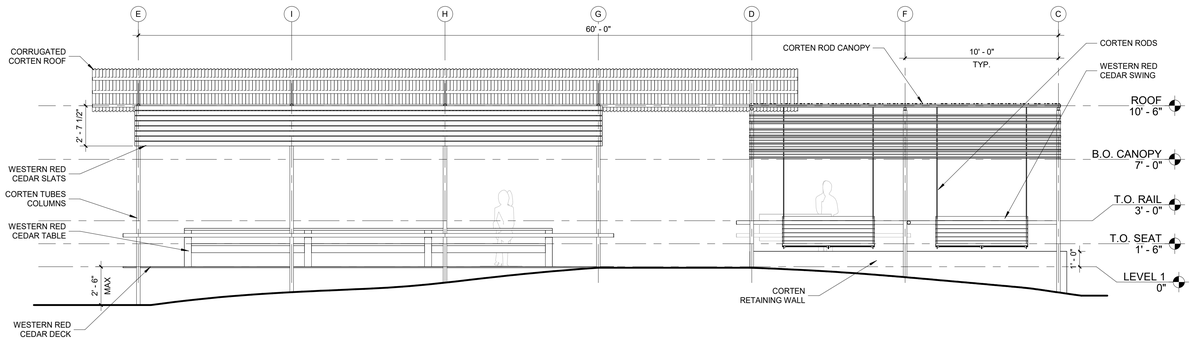

2 NORTH ELEVATION - PAVILION

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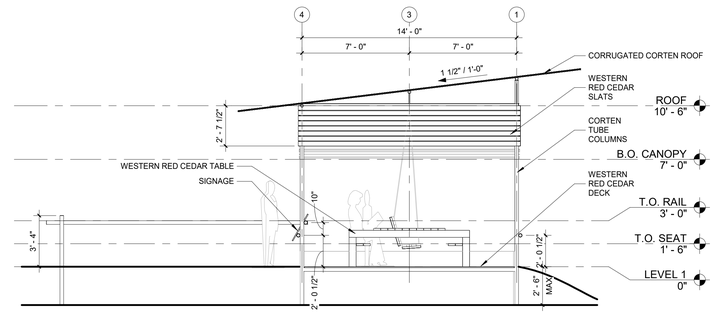

4 EAST ELEVATION - PAVILION

SCALE: 1/4" = 1'-0"

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MARIPOSA HILLSIDE TRAILS

MARIPOSA COUNTY, CA

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05/28/2025 L|F PROJ. NO. 24000

PROJ. ARCHITECT GB DRAWN BY: AH

SET ISSUE DATES

DATE	ISSUE

REVISIONS

NO.	DATE	DESCRIPTION

SCHEMATIC DESIGN

PRIMARY TRAILHEAD - EXTERIOR ELEVATIONS

A.A400

6/2/2025 9:40:26 AM

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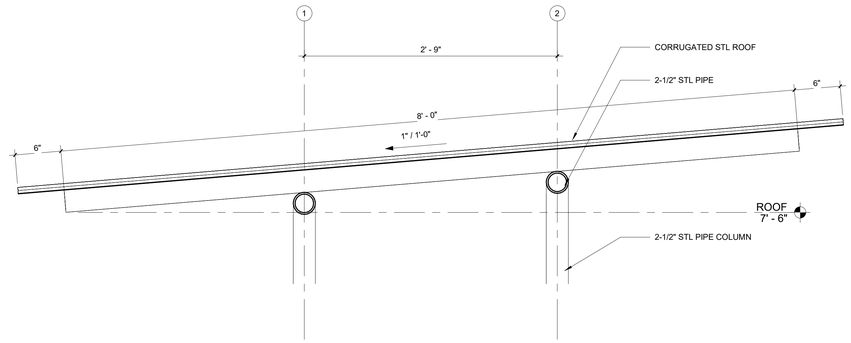

11 SECTION DTL - ROOF FRAMING
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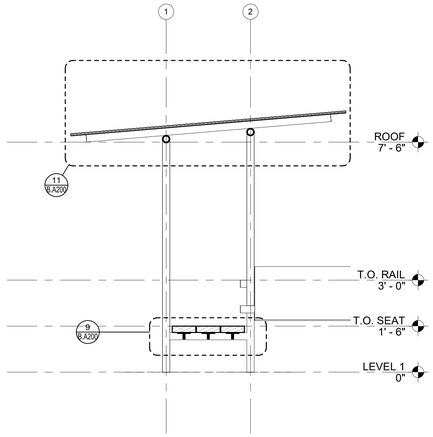

8 ENLARGED SECTION
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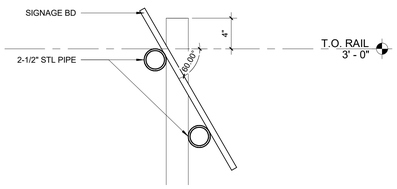

10 SECTION DTL - DISPLAY
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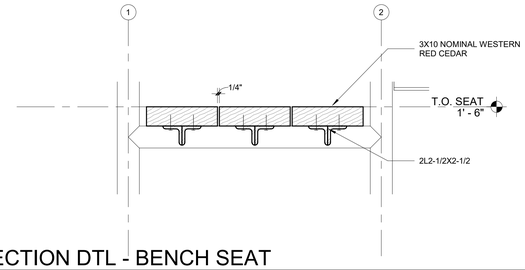

9 SECTION DTL - BENCH SEAT
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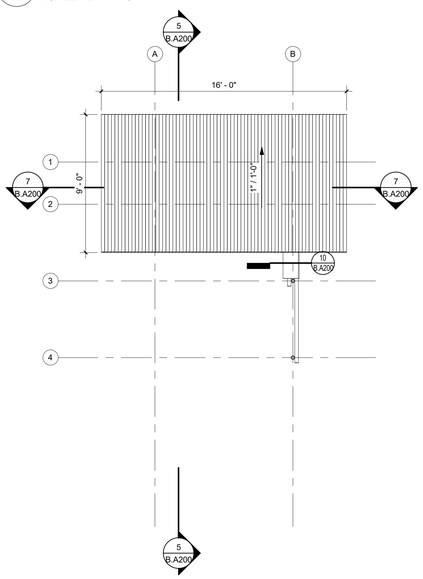
7 SECTION 2
SCALE: 1/4" = 1'-0"

6 NORTH ELEVATION
SCALE: 1/4" = 1'-0"

5 SECTION 1
SCALE: 1/4" = 1'-0"

4 WEST ELEVATION
SCALE: 1/4" = 1'-0"



3 ROOF PLAN
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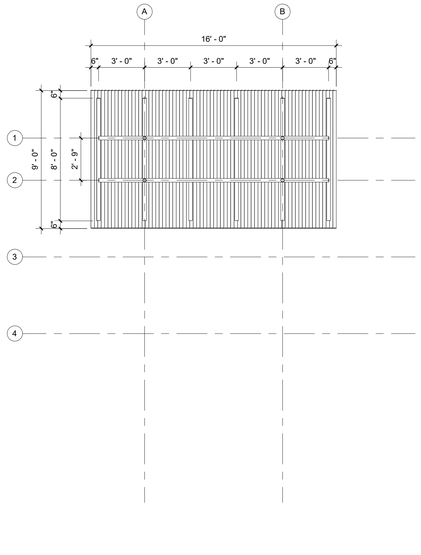
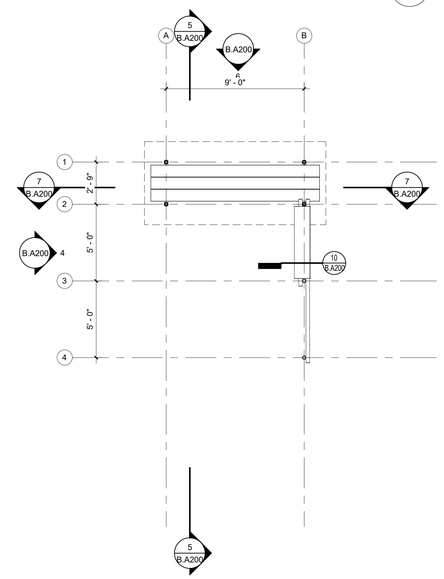


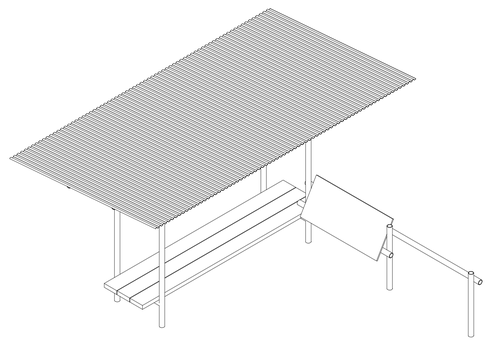
2 REFLECTED CEILING PLAN
SCALE: 1/4" = 1'-0"



1 FLOOR PLAN
SCALE: 1/4" = 1'-0"

GENERAL NOTES

1. DIMENSIONS ARE TO GRID LINE, FACE OF STRUCTURAL MEMBER, AND FACE OF CONCRETE, UNLESS NOTED OTHERWISE.
2. MEMBER SIZING IS SHOWN SOLELY FOR ARCHITECTURAL INTENT AND IS PENDING REVIEW AND APPROVAL BY A STRUCTURAL ENGINEER.
3. STEEL IS CORTEN UNLESS NOTED OTHERWISE.
4. WOOD SPECIES IS WESTERN RED CEDAR UNLESS NOTED OTHERWISE.



AXONOMETRIC

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MARIPOSA HILLSIDE TRAILS

MARIPOSA COUNTY, CA

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05/28/2025 LJF PROJ. NO. 24000
PROJ. ARCHITECT GB DRAWN BY: AH

SET ISSUE DATES

DATE	ISSUE
08/09/24	CONCEPT MOCKUP

REVISIONS

NO.	DATE	DESCRIPTION

SCHEMATIC DESIGN

SECONDARY TRAILHEAD DRAWINGS

B.A200

6/2/2025 9:36:30 AM

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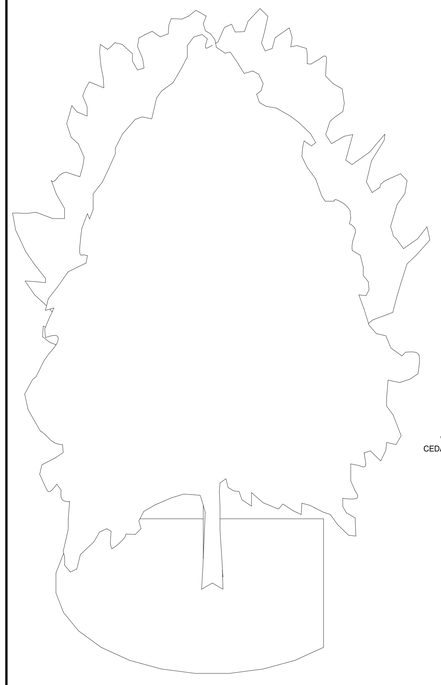

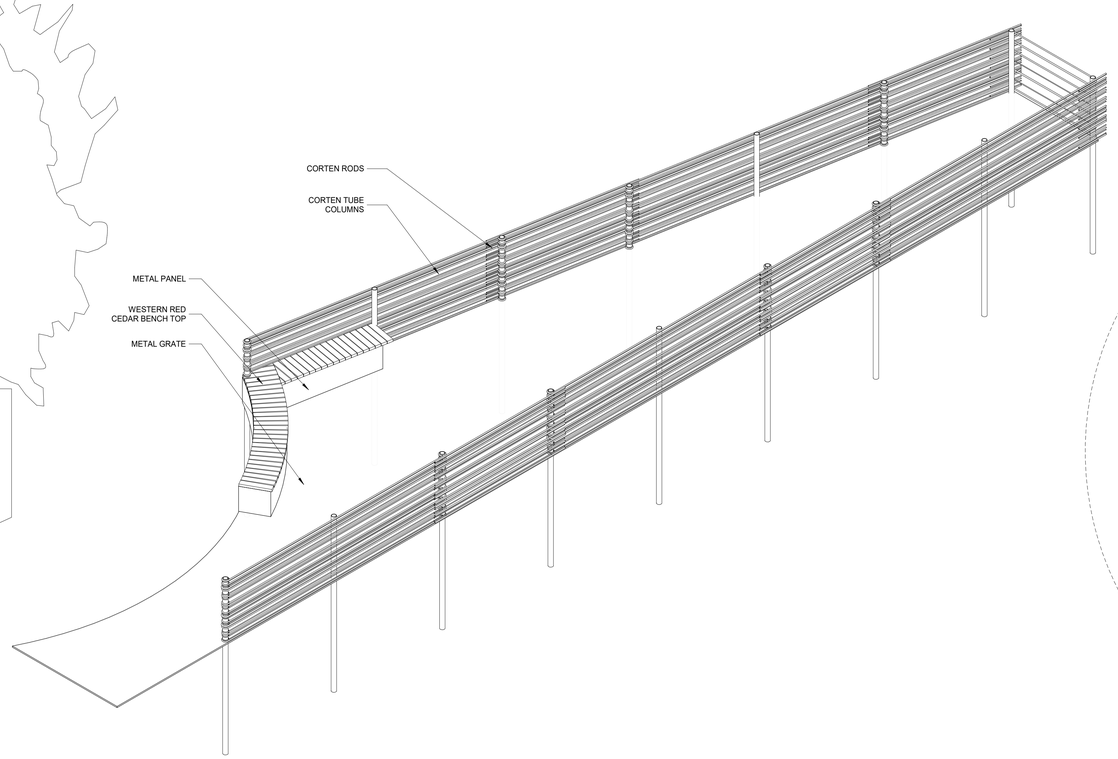

AXONOMETRIC - VIEWING DECK

FLOOR PLAN GENERAL NOTES

1. DIMENSIONS ARE TO GRID LINE, FACE OF STUD, FACE OF CONCRETE, AND CENTERLINE OF DOOR OPENINGS, UNLESS NOTED OTHERWISE. DIMENSIONS NOTED AS "CLR" MUST BE PRECISELY MAINTAINED. DIMENSIONS ARE NOT ADJUSTABLE WITHOUT ARCHITECT'S APPROVAL UNLESS NOTED AS "+/-". VERIFY DIMENSIONS MARKED "V.I.F." PRIOR TO COMMENCEMENT OF CONSTRUCTION, AND NOTIFY ARCHITECT OF ANY INCONSISTENCIES. "ALIGN" SHALL MEAN TO ACCURATELY LOCATE FINISH FACES IN THE SAME PLANE.
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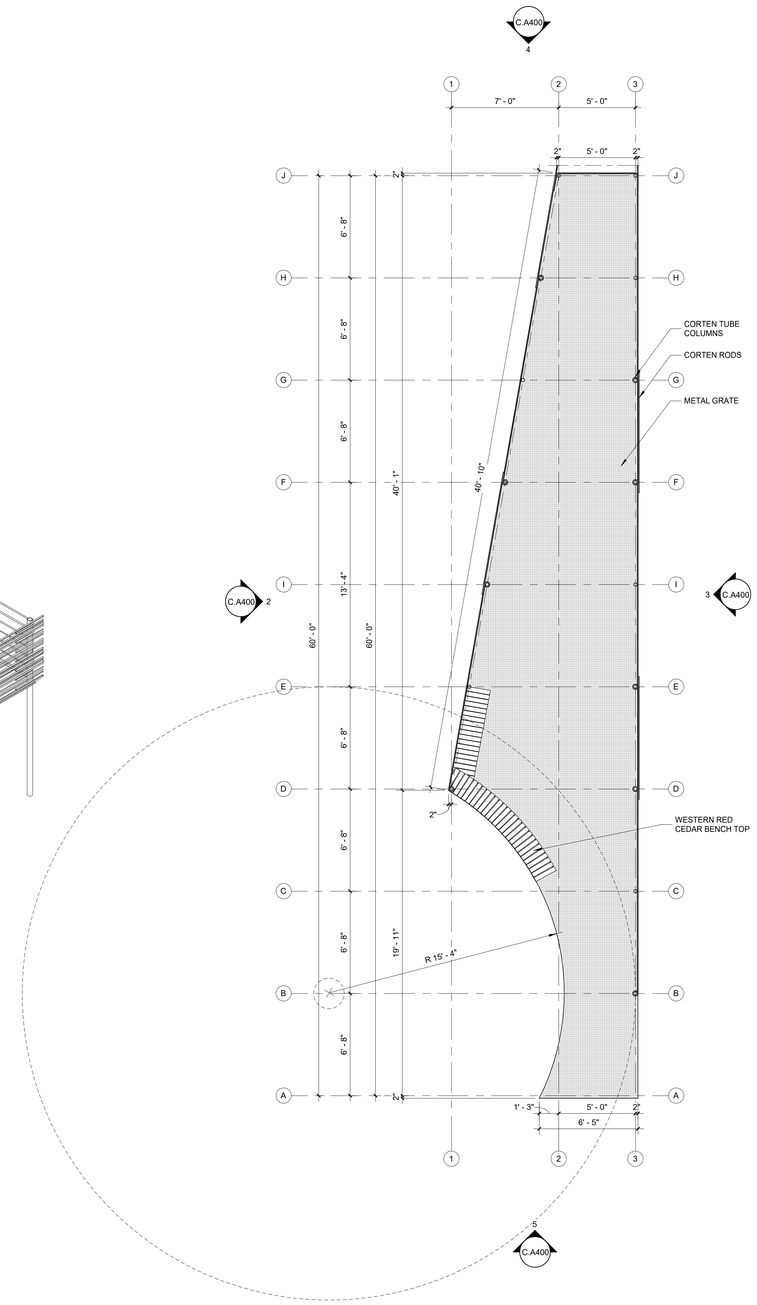
3. REFERENCE GXXX SERIES FOR GRAPHIC EXTENT OF FIRE RATED PARTITIONS.
4. REFERENCE A001 FOR ADDITIONAL GENERAL NOTES.
5. REFERENCE AXXX FOR FINISH SCHEDULES.
6. FURNITURE LAYOUT IS FOR "REFERENCE" ONLY



1 FLOOR PLAN - VIEWING DECK
SCALE: 1/4" = 1'-0"

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MARIPOSA HILLSIDE TRAILS

MARIPOSA COUNTY, CA

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05/28/2025 LJF PROJ. NO. 24000
PROJ. ARCHITECT GB DRAWN BY: AH

SET ISSUE DATES:

DATE	ISSUE
08/09/24	CONCEPT MOCKUP

REVISIONS

NO.	DATE	DESCRIPTION

SCHEMATIC DESIGN

VIEWING DECK - ARCHITECTURAL PLANS

C.A200

6/2/2025 9:22:42 AM

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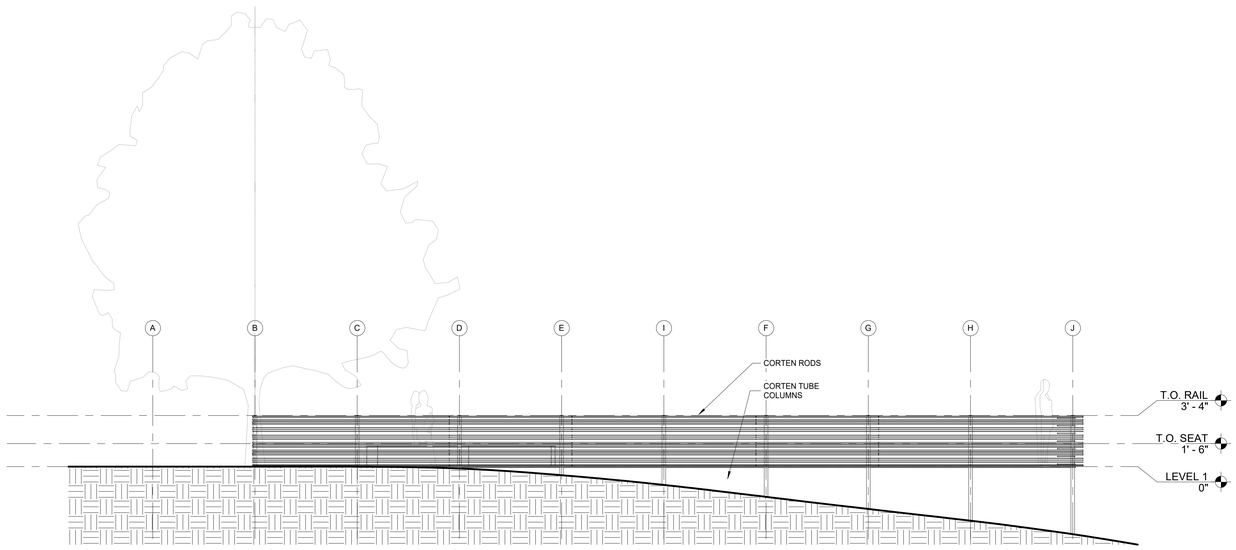

3 EAST ELEVATION - VIEWING DECK
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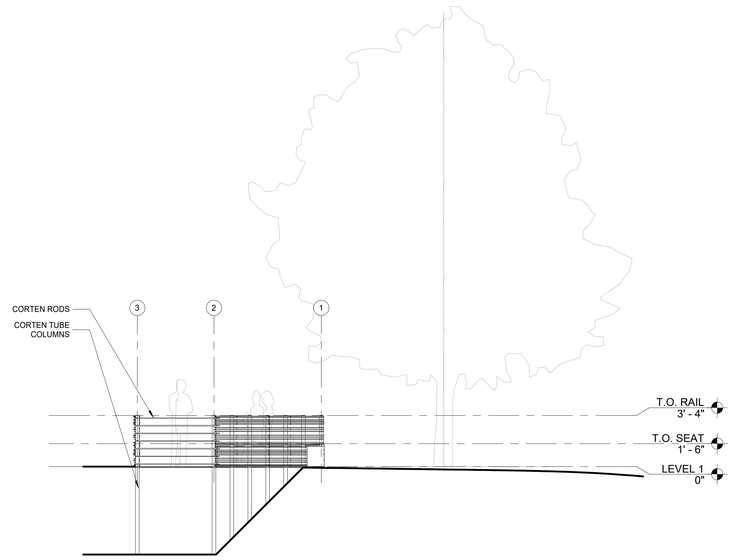

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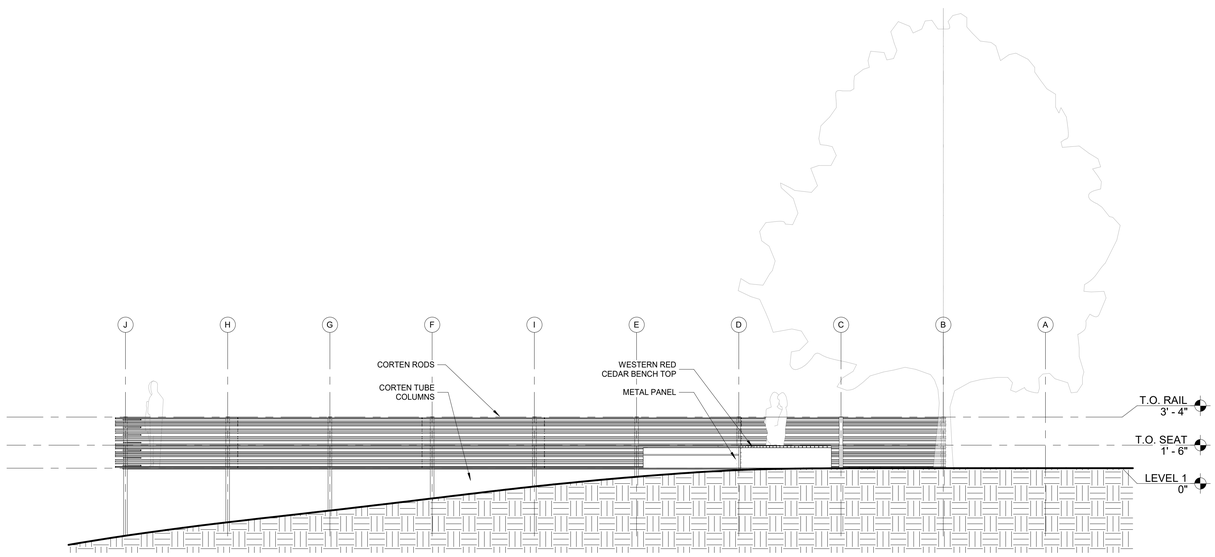
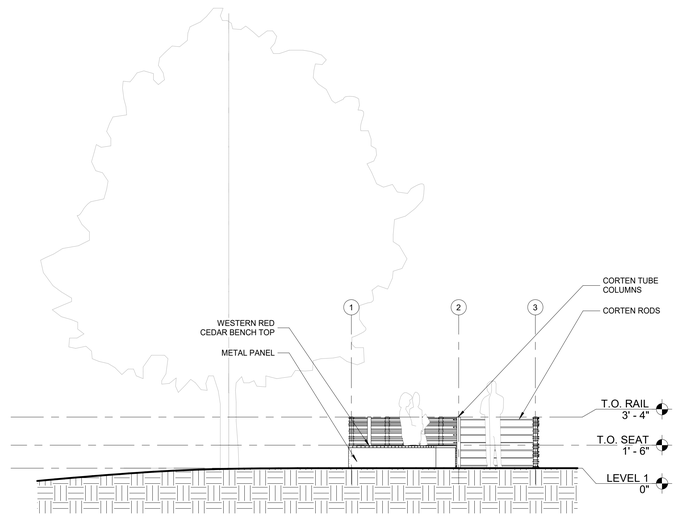
SCALE: 1/4" = 1'-0"



2 WEST ELEVATION - VIEWING DECK
SCALE: 1/4" = 1'-0"



5 SOUTH ELEVATION - VIEWING DECK
SCALE: 1/4" = 1'-0"

ARCHITECTS INC.
LAKE | FLATO
311 THIRD STREET
SAN ANTONIO, TEXAS 78205
P 210.227.3335 F 210.224.9515
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MARIPOSA HILLSIDE TRAILS

MARIPOSA COUNTY, CA

THIS SQUARE APEARS 1/2"x1/2" ON FULL SIZE SHEETS

05/28/2025 L|F PROJ. NO. 24000
PROJ. ARCHITECT GB DRAWN BY: AH

SET ISSUE DATES

DATE	ISSUE
08/09/24	CONCEPT MOCKUP

REVISIONS

NO.	DATE	DESCRIPTION

SCHEMATIC DESIGN

VIEWING DECK - ELEVATIONS

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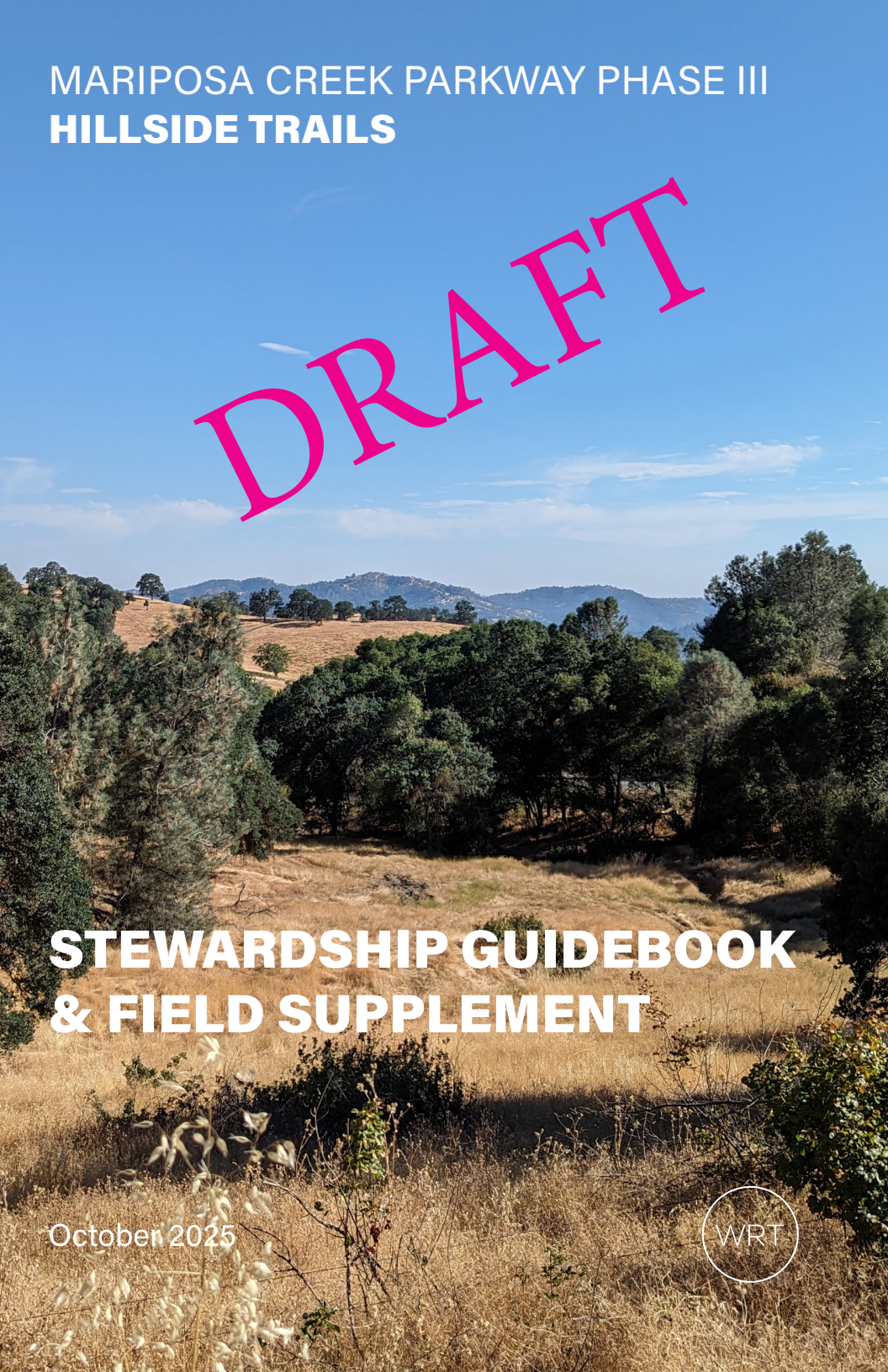
Local File Path: C:\Revit Local Files\Fobsmname.23.A.R23WG.DEVCNTR_jmoore@BPAS.rvt

MARIPOSA CREEK PARKWAY PHASE III

HILLSIDE TRAILS

DRAFT



STEWARDSHIP GUIDEBOOK & FIELD SUPPLEMENT

October 2025

WRT

Mariposa County

Southern Sierra Miwuk Nation

Sierra Foothill Conservancy

Biohabitats

Avid Trails

Perimeter Geography

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VI. CAPACITY MONITORING

VII. IMPLEMENTATION

INTEGRATED PROJECT PRIORITIES:

PUBLIC ACCESS & RECREATION

This trail system is a recreational amenity for visitors and locals. It supports public health and offers a recreational destination adjacent to the downtown core of Mariposa. It offers educational opportunities through interpretive signage and guided walks. The trails encourage low-impact recreation and build public appreciation for biodiversity and resilience while supporting economic development. Trailheads and trails are designed for easy access, limited user conflict, and easy maintenance.

COMMUNITY SUPPORT & STEWARDSHIP

The Hillside Trails will serve as entry points for volunteer programs, citizen science (e.g., rare species monitoring), and youth education. They strengthen community support for our surrounding landscape, with opportunities for harvesting traditional plants and understanding the land management practices best suited to our sensitive environment.

VEGETATION MANAGEMENT & FUEL BREAKS

The trails will create shaded fuel breaks and fire access routes, facilitating wildfire preparedness, supporting suppression efforts, and enabling vegetation maintenance through prescribed burns, hand thinning, and mechanical thinning.

MONITORING & ADAPTIVE MANAGEMENT

The trails will enable ongoing monitoring of species, to check the spread of invasive plants, control erosion, and aid in ecosystem recovery, especially the landscape's transition back to oak woodland.

I. PROJECT OVERVIEW

BASIS OF DESIGN

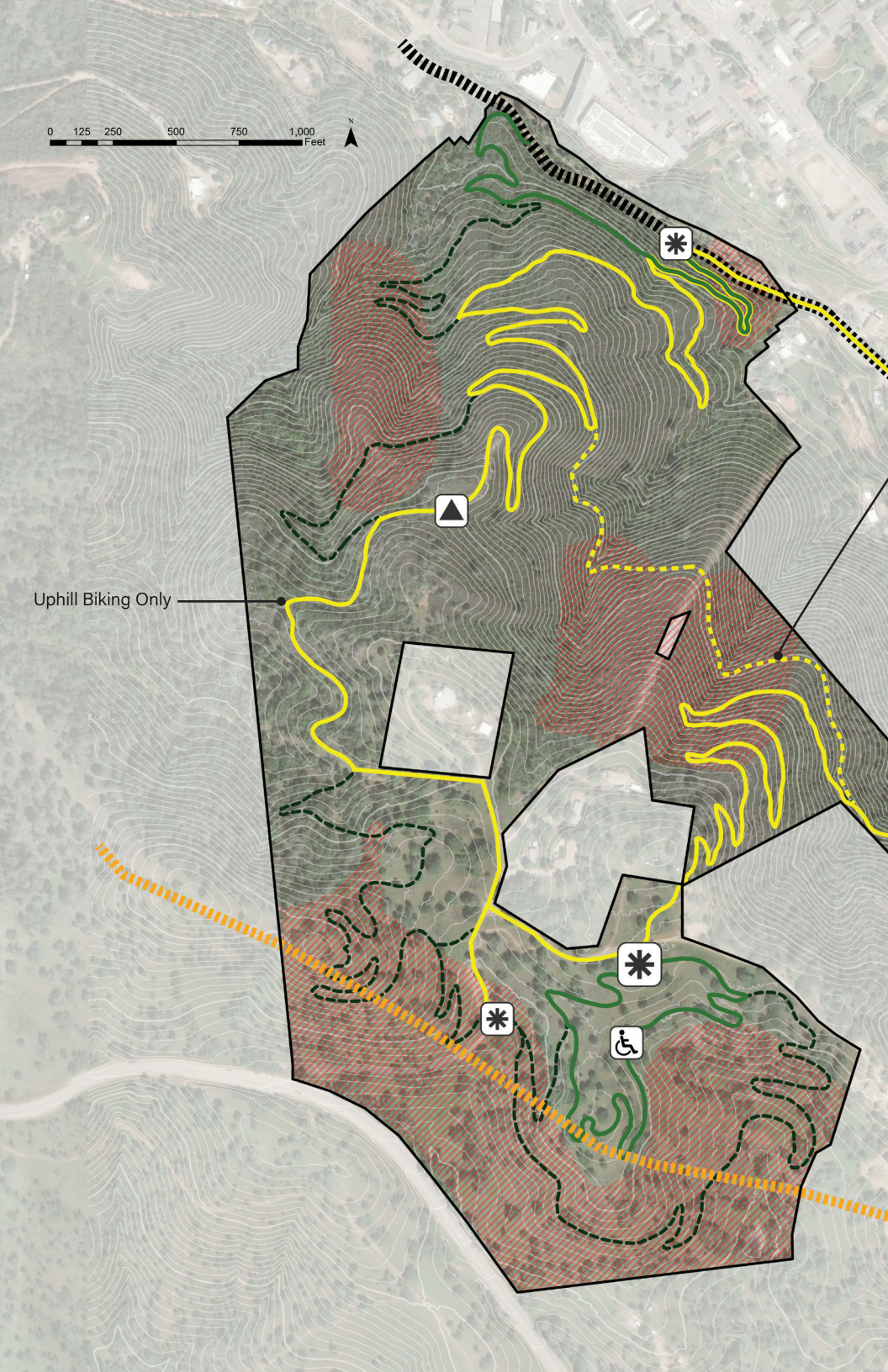
The Hillside Trails have been designed to deliver multiple benefits for multiple audiences. Not only do they create an extensive recreation network, they also set up access for maintaining forest health, cultural stewardship, and outdoor education. The Hillside Trail system will integrate ecological resilience, public health, and economic development goals into this multi-use public recreation asset.

The trails themselves are classified for different uses and users, and the entire hillside is designed to highlight and enhance special features for visitors to enjoy. The primary goal of this project is to expand access to recreation opportunities for multiple user groups while simultaneously increasing the resilience of the landscape and our communities. These multi-benefit opportunities led the design team to consider designs that achieve multiple goals.

The trail system is intended to deliver the maximum amount of trail mileage deemed appropriate to the carrying capacity of the site. This means that while there might be physical space for more trails, the additional mileage would be located in areas prone to erosion or wildlife impacts and would be detrimental to the user's enjoyment of the system as a whole.

The trails encourage connections with other town trails, including the Mariposa Creek Parkway and the future planned Rim Trail around town, as mentioned in the Mariposa Creek Parkway Master Plan. Within the site, a series of nested loops provide options for visitors, ranging from full-day excursions to short evening walks or lunch break rides. The trails avoid private landowner parcels and follow existing disturbed areas (old roads, previous utility cuts) where the connections make sense, as these are likely to be discovered by trail users anyway.

The team has identified priority Conservation Zones within the site, and trails that pass through these zones are meant to be less impactful,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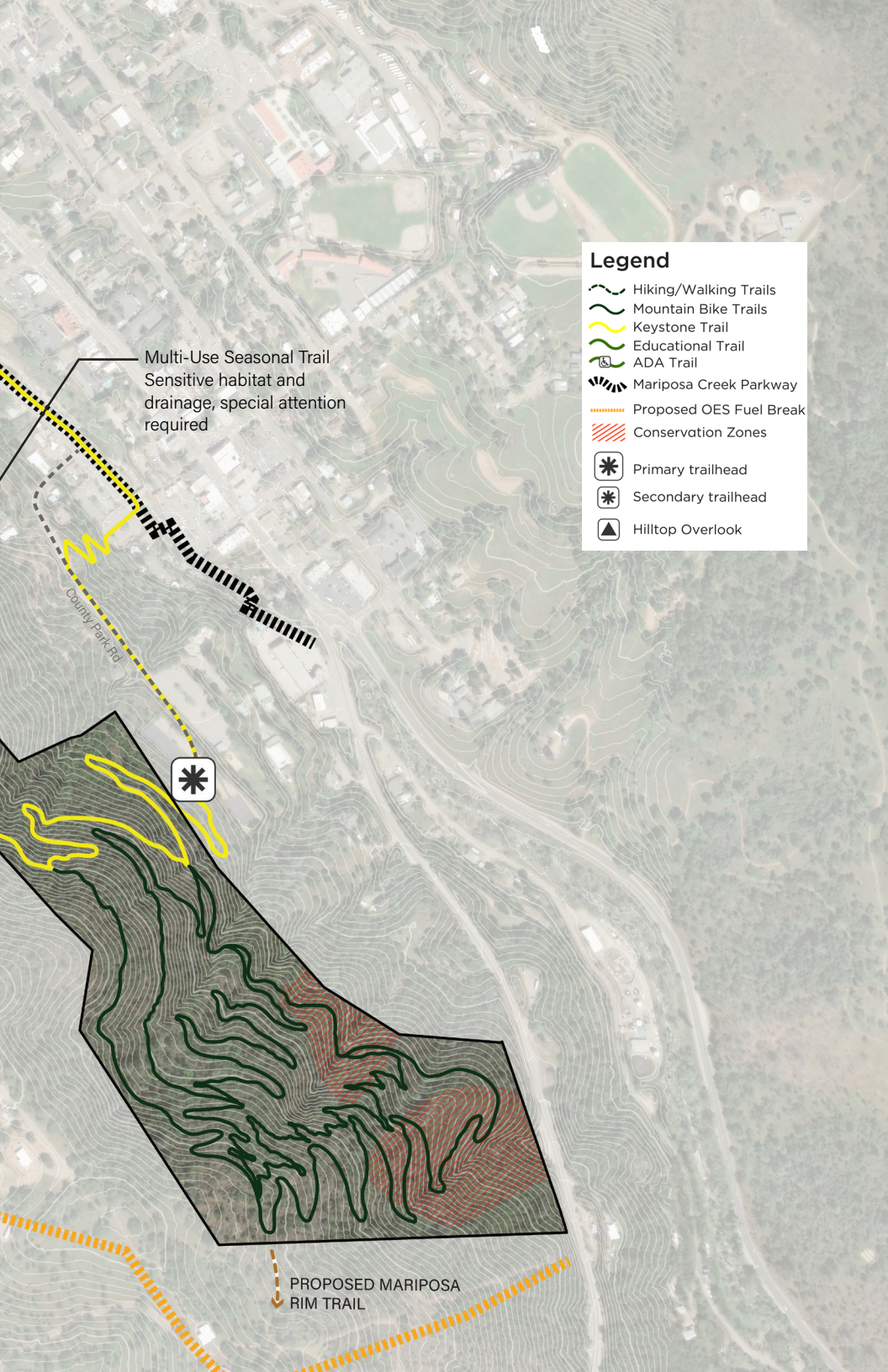
Legend
Hiking/Walking Trails
Mountain Bike Trails
Keystone Trail
Educational Trail
ADA Trail
Mariposa Creek Parkway
Proposed OES Fuel Break
Conservation Zones
Primary trailhead
Secondary trailhead
Hilltop Overlook
Multi-Use Seasonal Trail
Sensitive habitat and drainage, special attention required
County Park Rd
PROPOSED MARIPOSA RIM TRAIL

whether through seasonal closures, additional measures for erosion control, or limited switchbacks. In many cases these are hike-only trails; where bikes are allowed in Conservation Zones, extra measures are taken on steep slopes and drainages to work with the slope and guide runoff. Directionality (downhill) reduces impact from passing bikes as the trails will stay narrower. The Forest Management Plan also offers additional guidance for these sensitive zones.

Overall, the design intentionally creates pockets of programming and experience within one larger destination trail system. The following hierarchy of trails has been developed to limit excess user conflicts and ensure safe and enjoyable experiences for all users.

KEYSTONE TRAIL - 4.1 Miles

Considered to be 6' wide on average, while wider at rest stops or trail junctions, and contextually sensitive to challenging conditions. The Keystone Trail is a connecting path, following a prominent ridge, that forms a loop with the Mariposa Creek Parkway and the County Park. It is a multi-use trail and its surface is crushed stone, such as decomposed granite. It may have rough granite curbing in sensitive areas or to accommodate steeper grades. Culverts may be utilized at drainage crossings. At trailheads, the Keystone Trail has markers and identifiers to indicate the nearby amenity zone and encourage slower speeds. At major nodes, bicycle chicanes may be installed.

ADA TRAIL - 0.81 Miles

Generally 6' wide, or at least periodic passing and turnaround zones for wheelchairs and strollers. This trail winds through the oak savanna on the "backside" of the park. It is accessed from Martin Rd at two points, the lower roadside trailhead and picnic area, or the upper main trailhead which includes ADA parking and a pit toilet. The trail maintains a minimal cross-slope and is under 5% grade along its entire length. The trail has an accessible surface which may include Engineered Wood Fiber (EWF),

stabilized decomposed granite, or bonded aggregate, each of which has varying maintenance and cost implications.

EDUCATIONAL TRAILS - 0.94 Miles (Including ADA)

Average 6' wide, maybe less, with open areas for groups to come together. These are short loops near the Mariposa Creek Parkway and on the ADA-trail which are designed for school field trip outings or group outdoor education classes. They include interpretive signage and other forestry best practices stations that users can interact with or be inspired by. They are in generally easy-to-reach locations.

HIKE ONLY - 3.17 Miles

Average 4' wide. These are soft natural surface trails which follow gentle slopes and utilize switchbacks to limit erosion. They have blurred edges; leaf litter and duff is likely to cover them during prolonged periods of limited use. These trails exist predominantly on the chaparral hillside and oak savanna zones. They access overlooks and high points and are overall strive to be minimally invasive in the landscape.

BIKE ONLY - 4.52 Miles

2'-4' single track trails downhill, uphill ridge trail, and bi-directional overlap with Keystone Trail to access other parts of the park. The bike only trails are designated in the woods above the County Park. Here, variable slopes and dense woodlands create ideal conditions for trails of varying difficulty. An uphill route connects from the County Park trailhead to the top of the ridge, where users can select from beginner, intermediate, or expert (technical and flow) trail downhill. While the trails are too short for sanctioned / official racing, they are able to accommodate community events, with flex space at the County Park trailhead for tents and event logistics. This zone already has extensive parking, but it is envisioned that a new restroom facility would be needed to accommodate demand if events were desired as regular occurrences.

CONCURRENT EFFORTS

Mariposa Forest Management Plan forms a guiding foundation for much of the stewardship and resiliency goals of this project and is discussed in detail in the Landscape Management chapter.

Hazardous Fuels Reduction Project

The Mariposa Creek Parkway Hazardous fuels reduction project funded through a FEMA special hazard reduction grant precipitated by the Oak fire. This project will remove the majority of the overgrown fuels on the Hillside through mechanical and hand removal. This project will have a significant impact on the hillside setting the stage for implementation of the trail system and ongoing maintenance through the Forest Management Plan. This project is currently in the permitting and environmental clearance stage.

Mariposa County Economic Vitality Strategy (2017) developed a strategic framework to guide future development aligned with core values of community, cultural identity, and sense of place. The Strategy promotes authentic, engaging experiences to encourage tourism, strengthens community connections, and leverages creative placemaking to stimulate the economy, support regional landscapes, and promote social equity.

Mariposa Creek Parkway Master Plan (2019) guides the evolution of Mariposa Creek as an amenity for both locals and tourists. The Master Plan articulates a vision of a large, regionally interconnected trail system that will support the economy of the County via recreation while also pursuing environmental restoration and enhancement. The Master Plan focuses on expanding and enhancing the Mariposa Creek Parkway while upholding the community-based themes of health and wellness, community and creativity, and education and environment.

Mariposa County Creative Placemaking Strategy (2021) Mariposa County's Planning Department and Arts Council undertook a community

planning process that engaged a cross-section of County residents to develop a vision for creative placemaking; identify priorities supported by projects, programs, and policies; and organize insights from engagement and planning so that the community is empowered. The Strategy was developed with support from the National Endowment for the Arts' Our Town program.

Mariposa County Recreation and Resiliency Master Plan (2021) is a 20-year vision identifying Mariposa County as a leader in resilience and quality of life by virtue of its parks, open spaces, and trails. It addresses chronic stressors like climate change and unemployment, as well as disturbances such as fires and floods, by integrating resilience into recreational infrastructure to support community health, safety, and economic development. Through extensive community participation, this Plan outlines strategies for inclusivity, equity, and climate adaptation in the hopes that future investments in recreation provide broad benefits without additional infrastructure burdens.

Mariposa Creek Parkway Phase IV Special Plan (2024) focused on the northern, most upstream parcel (185 acres) of the Mariposa Creek planning area. Like other planning efforts, the Phase IV Special Plan included significant outreach to understand and incorporate community priorities. Recommendations included a civic hub at the northern end of the reach including space for small businesses and community events as well as a Parkway trailhead, and housing and a resilience hub at the southern end. Especially important to this Forest Management Plan, the Phase IV Special Plan included specific recommendations for restoration of the Mariposa Creek corridor.

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the Path
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II. SIGNAGE & WAYFINDING

SIGN TYPOLOGIES

Signage for the Hillside Trails will accomplish a number of objectives, and each should be considered in the ultimate signage and wayfinding construction documentation. Safety on the trails is a priority for the County, and signs can be used to alert users to dangerous conditions or plants (e.g. poison oak), trail rules, or provide location information for emergencies. To guide visitors, the signs also need to convey information about trail name and route, directionality (bikers), and difficulty. Additional guidance can be provided around distance, surface material, trail width, and accessibility. Signs can help keep users on the trail and away from private lands or sensitive habitat.

For this project, interpretive and outdoor educational signage will be included to promote conscientious trail stewardship and awareness of the multi-layered goals of the Hillside Trails system. These signs may be standalone elements or included with other wayfinding signage at trailheads and trail junctions. Interpretive signage offers the chance for reflection and reaction. It can be informative without being prescriptive. The most compelling educational signage leaves an impression and realization of something new. It raises awareness and deepens our connection with the topic on the sign or the landscape around it.

Possible ecological and cultural opportunities for interpretive signage on the Hillside Trails are listed here, and there are many others. The project may consider a system of signs that are all tied to a specific theme and placed in deliberate locations. Conversely the interpretive signage may try to cover a wide range of topics to cater to diverse audiences. Ultimately, the signage should reinforce the project's wider mission and be unique to the Hillside Trails, contributing to the overall town-wide interpretive story.

- Habitat management strategies deployed on site.
- Historic ecology;

- Invasive species identification.

- Geology of the region; collision point.

- Climate change; adaptation.

- Wildlife of the hillside and the foothills.

- Oak restoration and regeneration.

- Water use; water resource management; drought.

- Fire safety; fire as a restorative disturbance; cultural and prescribed fire.

- Edible, medicinal, or culturally-relevant plants.

A SIGNAGE FAMILY

With the potential for many different signage types, the project will introduce a signage family, which builds an identity for the Hillside Trails through material, color, font, and hierarchy. This creates a base design for signage that can be adapted to various uses and feels inter-connected. The signage family design for this project may also be tied into proposed signage for the Mariposa Creek Parkway. Key components of a signage family include:

- The Gateway – this sign announces you've arrived. It may be located at the entrance from the highway, or at the trailhead parking lot.

- The Trailhead – signage at the trailhead conveys information about the trail or trail system. It may be housed in a kiosk or pavilion, usually with a map of the property.

- Decision point – signs at trail junctions or splits, where users have to

choose a direction to follow.

► Turn – signs at turns are important to keep users on property and away from sensitive areas. They may be simply arrows or trail markers.

► Confirmation / reinforcement – these are the signs that let visitors know where they are, and that they are (hopefully) heading in the right direction. These may include periodic trail markers, paint, icons, or text.

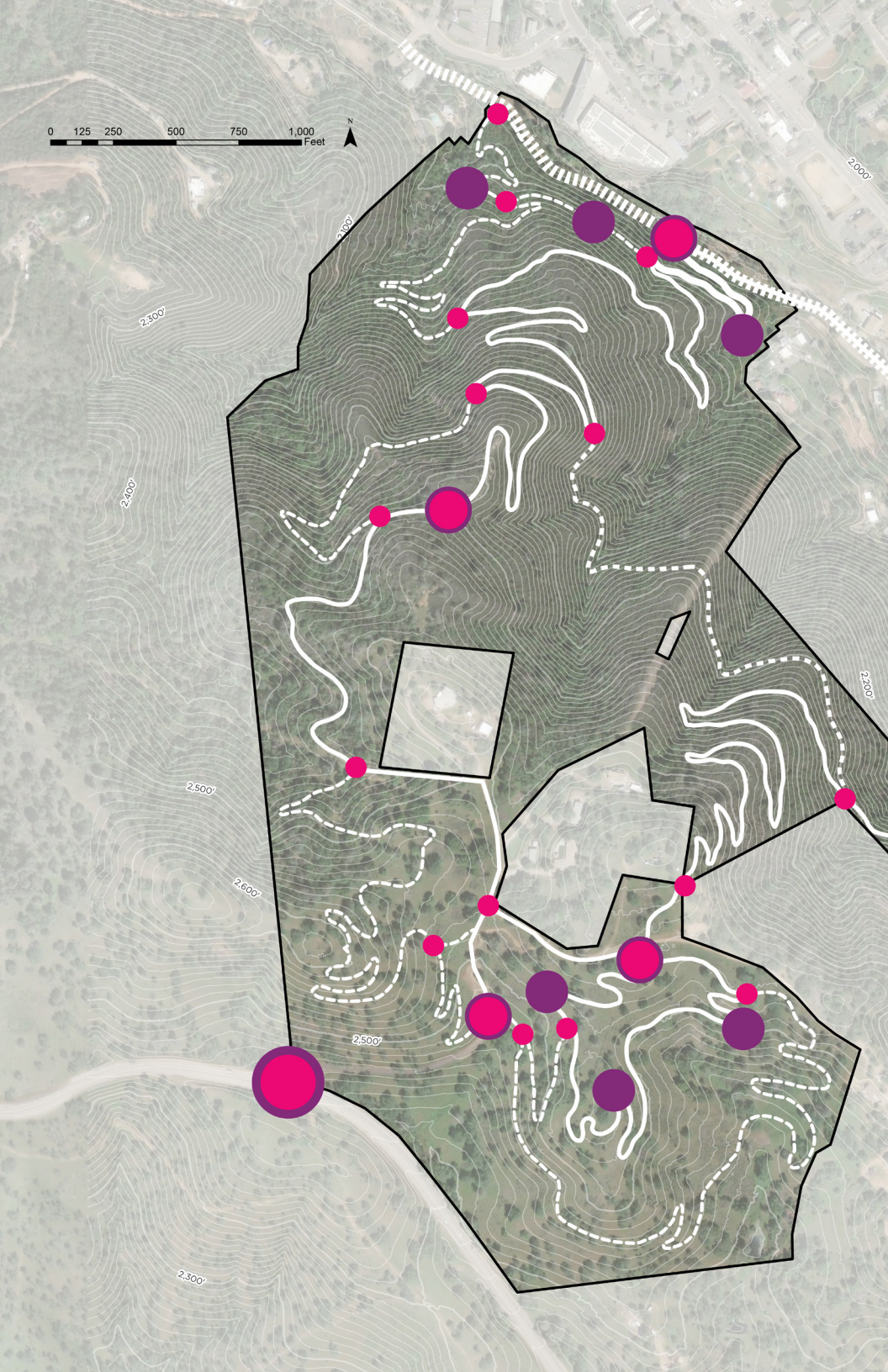
SIGN LOCATIONS

The map on the following pages is a conceptual approach to the signage system for the Hillside Trails, broken down by type. It is a starting point for further design efforts to follow, and may be dependent on funding availability or project phasing.

SELECTED PRECEDENTS

Throughout this document, relevant signage examples are shared to show the different ways they may be deployed and utilized on the Hillside Trails.

▼ *Signs help educate and guide users while also protecting sensitive resources.*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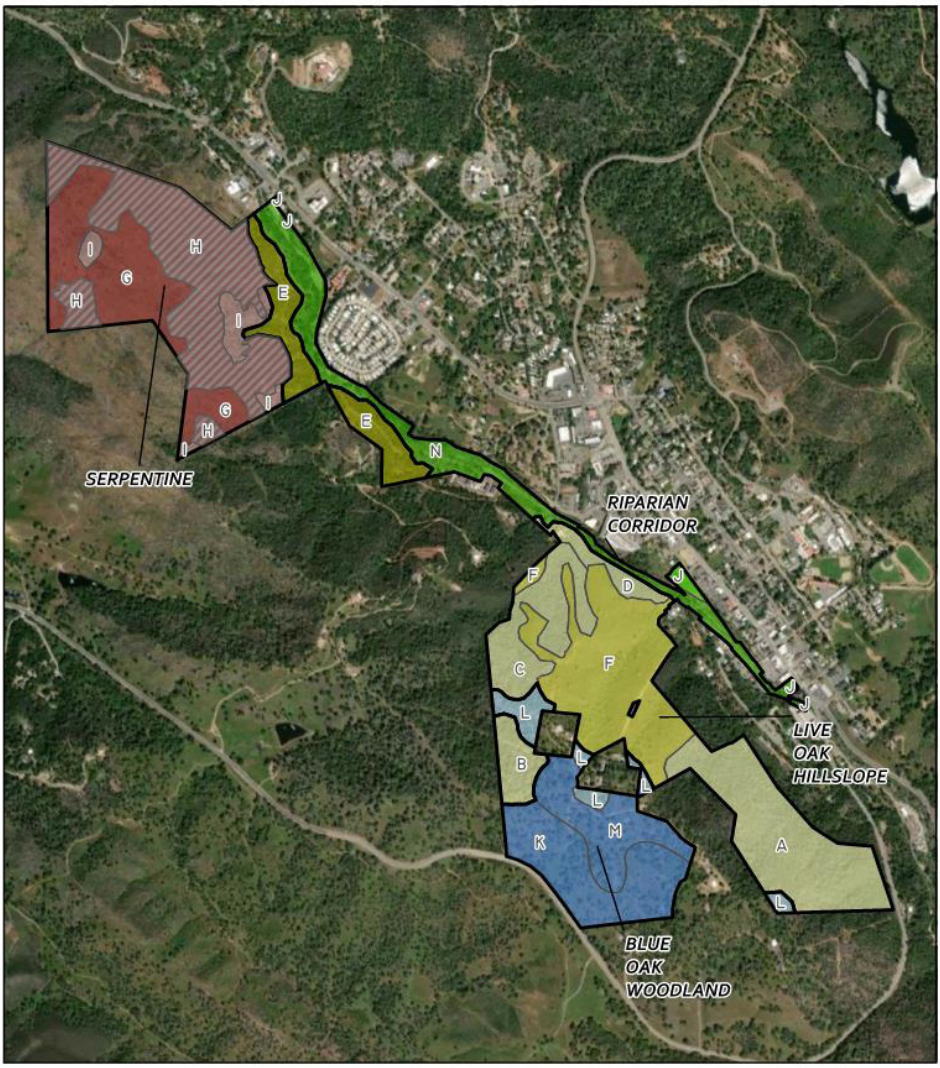
2,000'
2,100'
2,300'
2,400'
2,200'
2,500'
2,600'
2,500'
2,300'

Legend
Gateway
Trailhead
Decision / Turn / Confirmation
Education / Interpretation
2,200'
2,300'
2,100'
1,900'
1,800'
2,000'
1,900'
2,500'
2,400'
2,100'

Figure 5. Forest management zones. Different Level 1 Zones are distinguished by color. Level 2 Management Zones are different hues of their Level 1 color. Fine gray lines separate Level 3 Zones.



III. LANDSCAPE MANAGEMENT

The most recent ecological baseline study and management recommendation document for the Hillside Trails is the 2025 Mariposa Forest Management Plan (MFMP). References are made throughout this Stewardship Guidebook to sections of the MFMP for additional guidance for the management of the Hillside Trails as part of the larger Mariposa forest ecosystem. This Guidebook builds on the MFMP recommendations, which should be consulted for further reading and deeper understanding of the desired conditions for this landscape.

FROM THE 2025 MFMP EXECUTIVE SUMMARY AND INTRODUCTION:

This Forest Management Plan for Phases I-IV of the Mariposa Creek Parkway recommends treatments for different landscape units on the hillside to the southwest of Mariposa, CA. Recommendations are based on a combination of the best understanding of historic ecology, assessment of current conditions, management insight from the Natural Resources Conservation Service, Indigenous knowledge, and consideration of future generations and conditions. The Plan starts with descriptions of the area's large-scale geological and physiographic context and narrows to ecological descriptions of the Mariposa hillside's soils, plant communities, and hydrology. Management recommendations are organized by a tiered mapping system, with four major zones subdivided into prescription-specific units.

The Sierra Foothill Conservancy and Southern Sierra Miwuk Nation have developed this Forest Management Plan to provide guidance on best practices for resilient forest management for Phases I-IV of the Mariposa Creek Parkway project area (referred to herein as the Mariposa hillside). This is the first Forest Management Plan developed for Mariposa's local forests and was initiated in response to observations of long-term habitat modification, vulnerability to natural disturbances such as fire and flooding, anticipated projects, and exposure to the effects of climate change.

GOALS OF THE 2025 MARIPOSA FOREST MANAGEMENT PLAN

1. *Craft and maintain a thoughtful management regime that recognizes the historic and ongoing importance of fire.*

2. *Promote and protect biodiversity.*

3. *Incorporate practices that minimize the risk of disturbance to built spaces.*

4. *Incorporate practices of resilience management consistent with cultural tradition and contemporary priorities.*

5. *Support and promote tribal stewardship and values by inviting the wider community to interact with and understand the land.*

6. *Promote eco-cultural abundance, including high-quality, culturally important plans for use by cultural practitioners.*

TRAIL EXPERIENCES AND LANDSCAPE ACCESS

From the outset, the landscape has been the first consideration of this project in crafting user experiences and trail alignments. The property is so large and varied that it offers multiple distinct environments via slope, aspect, soils, hydrology, and plant communities. The design team incorporated ecological knowledge and analysis to create a trail system that offers a variety of choices, including trail length, intensity, and use.

With ecological insights from the MFMP, trail alignments diverge around (or meander cautiously through, or may even close seasonally) sensitive habitat, enable fuel load and invasive species management, and have designated uses appropriate to their settings. Steep slopes are avoided, or carefully treated where unavoidable. Drainages have crossings and/or protection, and trails conform to valley contours.

Roads and trails will serve as fuel breaks and access routes. This will enable forest management practices, such as invasive species removal, shrub and tree thinning, and prescribed burns. If under threat of wildfire, the trails will provide access for fire personnel (MFMP pp. 42–84). Ideally, the landscape will offer the greatest ecosystem services with the synergies of a trail system and management access (i.e., fuel load reductions and native community restoration).

HABITAT OBJECTIVES

The MFMP, which addresses 800 acres of overlapping and surrounding vegetation, should be referenced for management strategies to work toward desired habitat conditions. Some of these strategies include:

► Preserve and regenerate native oak species (including canyon live oak and black oak) by thinning dense shrubs, encouraging natural regeneration, and protecting seedlings.

► Mitigate wildfire risk by using low or moderate-intensity prescribed burns where feasible to reduce shrub density and mid-canopy layers.

► Seed backslopes and remove woody debris in high-erosion areas to protect soil stability and water quality.

► Establish buffers around native patches to limit invasive spread and encourage healthy understory growth.

► Route trails along previously disturbed areas or low-disturbance paths, preserving culturally significant species.

► Integrate interpretive signage and opportunities for outdoor education that explain forest ecology, wildfire management, and cultural history.

REGIONAL AND HISTORIC CONTEXT

Understanding historical reference conditions, and how and why they change, is the basis for management guidelines. This framework is explained in the MFMP in further detail, but includes the following key takeaways:

► Mariposa is at the junction of the Sierra Nevada and Great Central Valley, featuring diverse topography, geology, and plant communities (pp. 8–13).

► Frequent, low-severity fires historically maintained oak woodlands and chaparral mosaics (pp. 12–13, 32–34).

► Climate shifts are driving increased drought, wildfire frequency, and invasive species risks (pp. 40–41).

MAPPING HABITAT ZONES AS MANAGEMENT UNITS

The MFMP maps habitat zones that each have specific management recommendations based on soils, current vegetation, and fire history (MFMP pp. 37–42). Within each, climate-adaptive strategies address resistance, resilience, and transition pathways. These zones include:

▲ *The Blue Oak Woodlands area of the site is a management unit of primary concern.*

- Live Oak Hillslope
- Serpentine
- Riparian Corridor
- Blue Oak Woodland

The trail system integrated these habitat zones into the design, to guide landscape management, to protect high-value areas of each zone, and to present unique educational opportunities that highlight their values.

Sensitive areas add another layer of deliberate design thinking, and these overlays influence the alignment, construction, and operation of certain trails. Serpentine soils (which support rare endemic species, MFMP pp. 8, 13-15), riparian/drainage corridors, steep slopes, areas of high ecological diversity, and post-burn shrublands (MFMP pp. 17–19, 37–42) are layers of detail within the habitat zones. Within the sensitive areas, referred to as Conservation Zones on the following map, there are fewer trails and the ones that do exist have a lighter touch – they are narrower, designated for hiking only, or close seasonally to protect wildlife.

MANAGEMENT PARTNERSHIPS AND OUTREACH

Management of the Hillside Trails will require shared stewardship across community and regional organizations, in addition to the regular operations of the County's Public Works Department. The project intends to integrate efforts of many local volunteers and citizen scientists (perhaps through iNaturalist) in addition to:

- CalFire training crews
- Yosemite Composite Mountain Bike Club
- Boy & Girl Scouts
- Fire Safe Council
- AmeriCorps crews
- CCC crews
- Me-Su Tribal Crew
- Conservation Corps
- California Native Plant Society
- Southern Sierra Miwuk Nation
- Sierra Foothill Conservancy

Consideration will have to be given to who manages the habitat zones, vegetation, and fuel loads, and who manages the trails (more on trail maintenance in the following chapter). These community groups may also bring skills to ongoing ecological monitoring, as they will become familiar with the state of the land and could be useful field agents with training in monitoring protocols (refer to the Field Guide section of this document).

Overall, this project will promote a shared sense of community ownership and appreciation of historic ecological reference conditions, cultural relationships with the land and fire, desired ecosystem structure and function, and adaptability to climate change by promoting regular stewardship and educational opportunities.

ECOLOGICAL CONSIDERATIONS

Ecological considerations have been a part of this process from the outset, as landscape health is foundational to the project's recreational value and as an economic driver. Critically, a high-functioning hillside ecosystem will better protect the town from threat of wildfire and other associated impacts, such as erosion and flooding. The project should strive to uphold the following restoration strategies and conservation imperatives:

SUMMARY OF FOREST MANAGEMENT STRATEGIES

(MFMP, PP. 82)

Eco-Cultural Restoration: Identify culturally important species and ensure management actions support the gathering and use of these plants. Endeavor to maintain culturally important species throughout, especially within more accessible areas, to encourage intergenerational gathering.

Restore Natural Disturbance Regimes: Implement prescribed burns to mimic historical conditions that support ecosystem health and resilience.

Manage Invasive Species: Use integrated management approaches to reduce competition from non-native species and promote native vegetation recovery.

Enhance Regeneration: Collect and plant native seeds (e.g., oaks), protect seedlings, and create favorable conditions for natural regeneration.

Reduce Fuel Loads and Create Fire Breaks: Thinning and mechanical removal of overgrown vegetation can decrease wildfire risks and support ecosystem balance.

Monitor Ecosystem Health: Regular assessments can inform adaptive management, allowing timely interventions to mitigate emerging threats.

Protect Sensitive Habitats: Prioritize conservation in areas with high levels of endemism or imperiled communities, such as serpentine soils and riparian zones.

Regulatory Compliance: Ensure all actions comply with local, state, and federal regulations, including permits for prescribed burns and protections for endangered species and wetlands/ waters of the US.

RESTORATION / CONSERVATION

► Post-construction replanting: Focus on native species adapted to site conditions (pp. 84–86).

► Fuels reduction: Trails serve as access routes for thinning and holding breaks for burn units (pp. 42–84).

► Erosion management: Install drainage, replant vegetation, and monitor slopes (pp. 13–14).

► Treat undesirable species (e.g., poison oak, invasive species), while preserving native/adapted community structure (pp. 17–20).

► Revegetate with native species adapted to local conditions and habitat (pp. 84–86).

► Cultural burns and selective management: Allow for Indigenous stewardship practices (pp. 32–36).

► Targeted mowing, grazing, prescribed and controlled burns.

► Management of the landscape should be tailored per habitat and conservation zones, with different tasks assigned for dense chaparral or open oak woodlands, for example (pp. 37–42).

► Protect blue oak, black oak, and foothill pine trees for ecological and cultural stewardship (pp. 35–36).

► Retain downed wood and snags for habitat and structure (p. 17).

► Control spread of invasive species with bike/boot cleaning station at trailheads (pp. 17–20).

► Close trails for species needs such as breeding and when weather may

accelerate erosion (pp. 17–20, 32–34, 40-41)

► Avoid disturbance in sensitive areas, including steep slopes, eroding areas, zones with endemic plants, serpentine soils (not within trail extent, but some overlap), riparian corridors, steep slopes, and post-burn shrublands (pp. 17–19, 37–42).

CONSTRUCTION CONSIDERATIONS

For trail maintenance best management practices (BMPs) and technical practices, see the Maintenance chapter that follows. The below objectives refer specifically to the implementation of the Hillside Trails and the sensitivities that need to be considered when the project moves forward. Special attention should be given to conflict points, where trails intersect sensitive landscape features.

► Remove shrubs selectively for visibility and safety; minimize disturbance if removing (p. 42 onward).

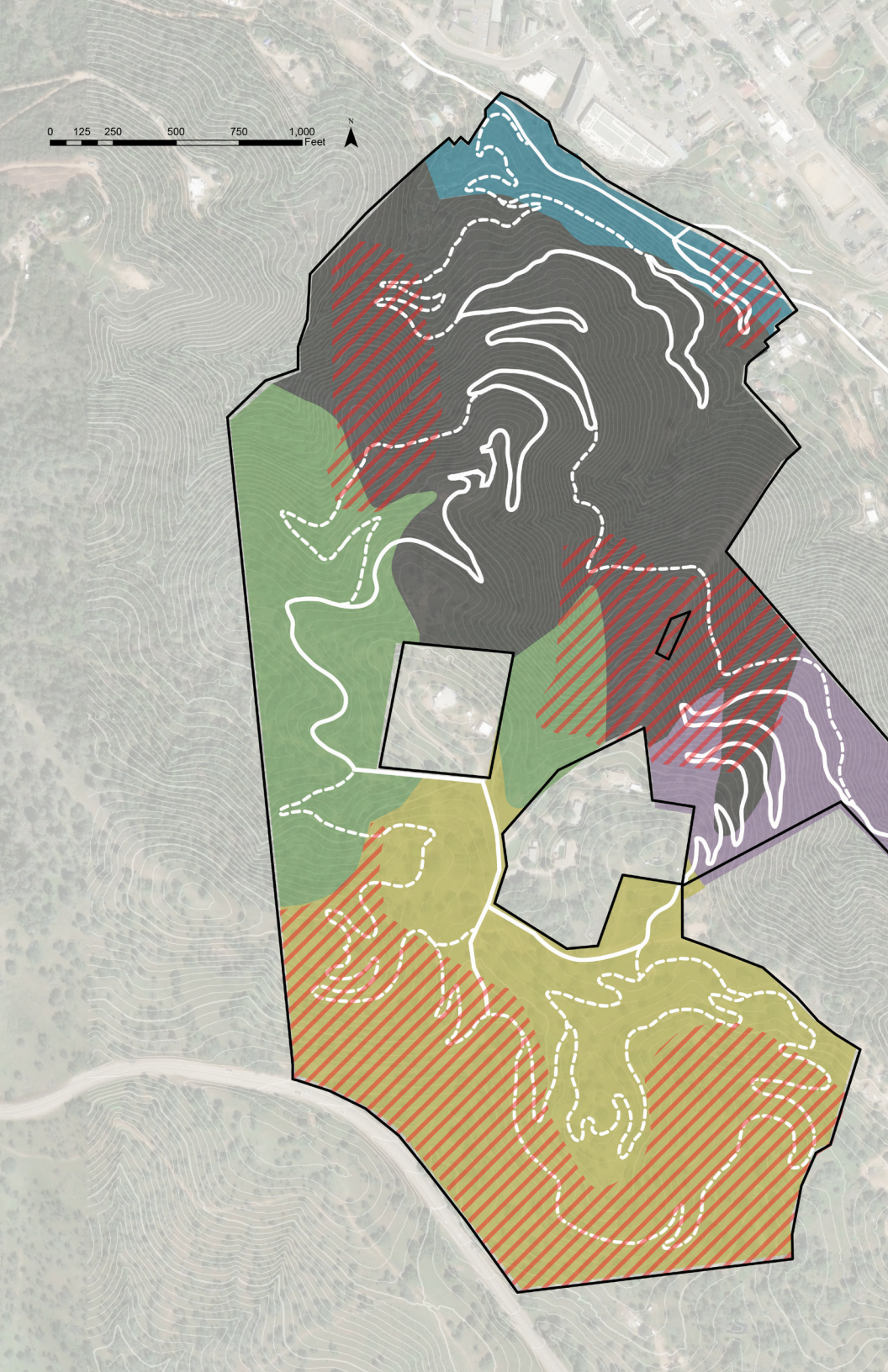
► Design drainage crossings carefully, especially in high-use bike trail areas (pp. 42–84).

► At riparian areas and drainage zones, boardwalk crossings and/or rock protection are recommended to prevent erosion and protect hydrology.

► Trails through Conservation Zones require that disturbance be minimal. Rock protection may be warranted if appropriate (MFMP pp. 62–74).

► Special attention should be paid to variable terrain, vegetation, and special places encountered along the trail. Re-routing, revealing unique features, or alternative treatments may be required.

► Stabilization and erosion control on steep trails (pp. 13–14, 86).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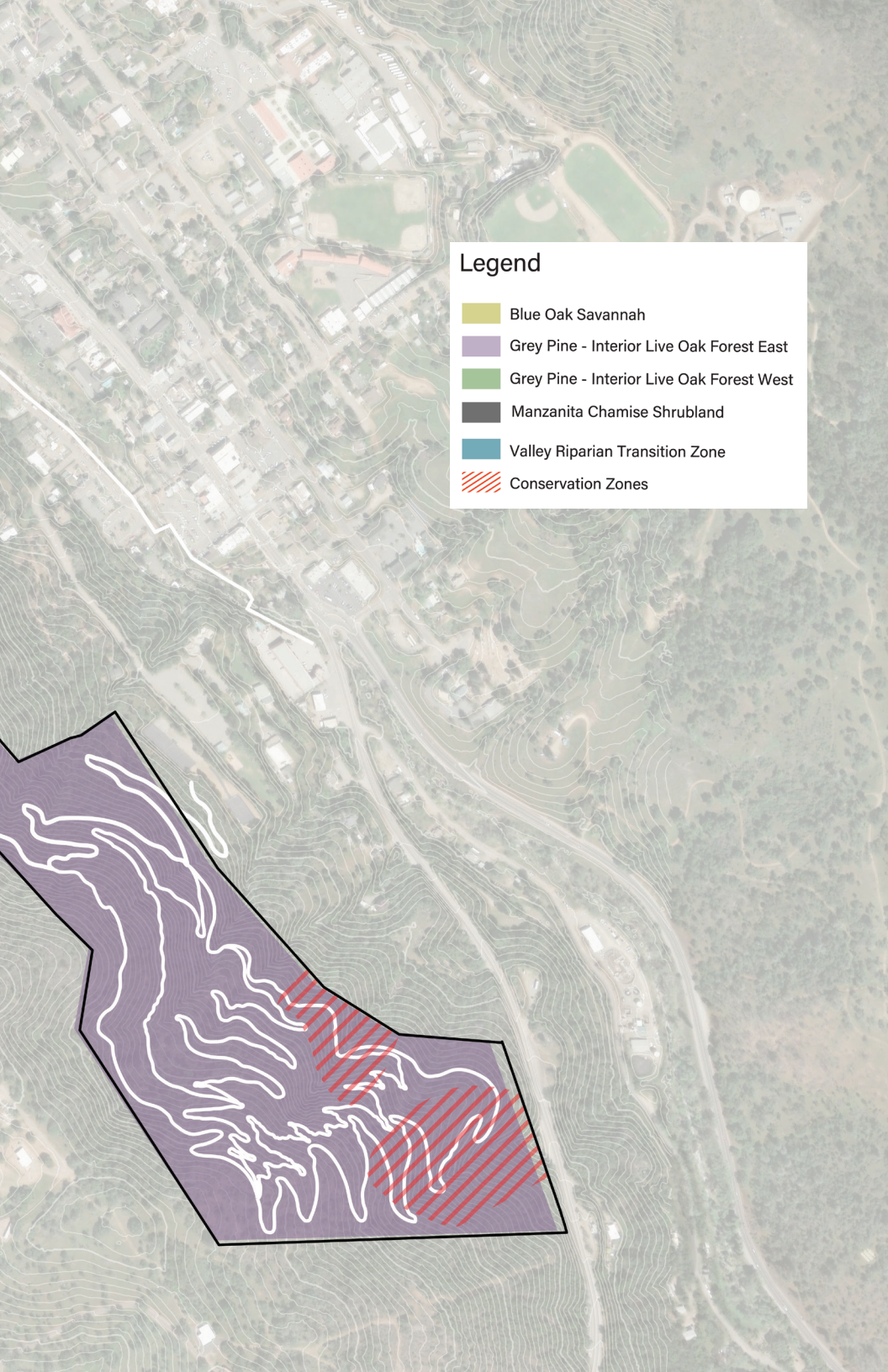

Legend
Blue Oak Savannah
Grey Pine - Interior Live Oak Forest East
Grey Pine - Interior Live Oak Forest West
Manzanita Chamise Shrubland
Valley Riparian Transition Zone
Conservation Zones

► Install drainage features (i.e. rolling grade dips; water bars should be avoided on bike trails).

► Maintain vegetation buffers and large areas/habitat corridors to reduce habitat fragmentation.

► Use local, natural materials; design for minimal maintenance.

► Embed monitoring nodes (data loggers, wildlife cameras).

► Avoid damage to blue oak, black oak, and foothill pine trees, critical to Miwuk cultural stewardship (pp. 35–36).

► Minimize disturbance in fuel load treatments. Remove shrubs selectively for visibility and safety (p. 42 onward).

► Remove invasive plants like poison oak where necessary, while preserving desired historical community structure/species (pp. 17–20).

ADDITIONAL TOPICS COVERED IN THE MFMP:

Indigenous Forest Management and Cultural Stewardship of Habitat

Best Management Practices in Forest Management Zones

Riparian Corridor and Serpentine Management Zones

Invasive Species Management and Monitoring

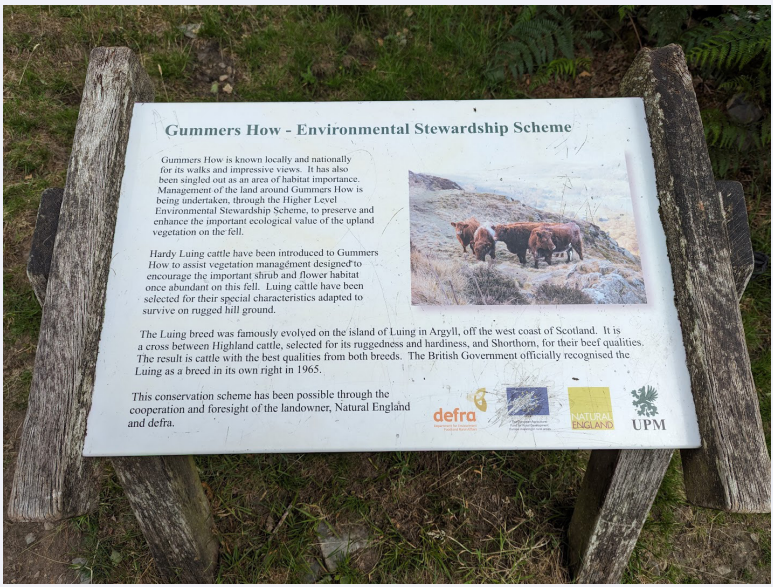
Thinning and Wildfire Access

Erosion and Water Quality

Special-Status Species

Restoration Strategies

▼ *Interpretive signage can be used to communicate land management practices.*



▼ *The California Conservation Corps could be a key partner in project maintenance.*

IV. MAINTENANCE STANDARDS

TRAIL STEWARD / MAINTENANCE WORKER I-III

The project proposes the creation of a Trail Steward / Maintenance Worker I-III, to lead maintenance efforts on the Hillside Trails. It would add new responsibilities to the maintenance worker position description within County Government, including coordinating volunteer efforts, managing funding, and evaluating maintenance needs – ultimately performing many of the duties directly. This position could be a Facilities (or Public Works) staff person that does Town rounds (without mowing), including Catheys Valley, Midpines, Mariposa Park, Mariposa Creek Parkway, and the Hillside Trails. The position would also fold in responsibilities at the Arts Park and Government Center as needed. Alternatively, the position could be a contract arrangement (MOU) with a local partner, or be implemented through volunteer efforts with community organizations.

VEGETATION AND FOREST HEALTH

Ideally, as a part of ongoing landscape management and to meet the fuel reduction aspirations of the project, the Hillside Trails landscape will utilize nature based solutions, including burning the hillside with a low intensity fire at regular intervals. The trail system will provide burn units with periodically burned acres protecting the Mariposa Town Planning area from catastrophic fire. Community fire partner organizations could apply for funding for fuels reduction and prescribed fire from state and federal agencies, such as FEMA, CNRA, SNC, WCB, and CalFire. The Mariposa County Fire Advisory Committee (MCFAC) is made up of community organizations that meet monthly to coordinate and leverage their projects and resources to better protect our communities and make them more resilient to wildfire. The member organizations and their resources that could be used to support the management of the Hillside Trails include:

- Cooperation with Cal-Fire for training needs

- Mariposa County Fire (staff and equipment; masticator, excavator and F-550 Crew truck).

► Mariposa County Public Works Vegetation Management Crew (staff and equipment; masticator, skid steer, chipper)

► Meh-Su Tribal Stewardship Crew (staff and equipment; hand crew, chipper, cultural fire)

► Mariposa Fire Safe Council (grant writing and contractor management)

► Sierra Foothill Conservancy (grant writing, contractor management, volunteer coordination, strong community volunteer base)

► Yosemite Gateway Prescribed Burn Association (community volunteer base, experienced burn leaders and equipment).

► Yosemite Adult School (firefighter training program)

SIGNAGE

Signs shall be sturdy low maintenance design, with a plasma cut Yosemite/Stockton Creek style preferable. Signs will need periodic inspection for stability, vegetation obstruction, and vandalism.

TRAILHEADS & AMENITY STRUCTURES

These components will be added to the town rounds of the Department of Public Works. This includes principally the major and minor trailheads on Martin Rd, but the overlook structure and improvements at the County Park trailhead and Mariposa Creek trailhead will need periodic inspection as well.

► Major Trailhead on Martin Road

This space needs general oversight on morning rounds, which includes unlocking the gate, emptying trash, cleaning the outhouse (composting pit toilet, or CXT), inspecting for litter, and clearing cobwebs or other

signs of wildlife. Note that the CXT will require a contract with an external entity like Mariposa Portable Sanitation, to be pumped clear every two months. During the evening janitorial run, the outhouse could be locked along with the entrance gate. In spring, weed eating will be needed around the structures, picnic areas, and walking surfaces. Other seasonal responsibilities may be identified as visitors begin to use the facilities.

► Minor Trailhead on Martin Road

While there is no outhouse at this trailhead, it will still need inspection for litter, cobwebs, vandalism, and weed control. Parking areas along the road should be included in the rounds for this facility, and the County may wish to pursue a "pack in / pack out" trash policy at this site as most users will be starting and finishing their visit at their vehicles.

Equipment

Needs will arise based on the situation, but at a basic level, staff need to be able to keep the facilities clean and safe. Essential equipment may include: restroom cleaning supplies, trash removal equipment, cleaning solution / paint remover, tools for inspecting and tightening structural components if necessary, shovels, rakes for smoothing gravel surfaces, lopers and hand clippers for vegetation, hose and water tank to spray off furnishings and surfaces.

Labor (based on Merced Irrigation District's Trail Maintenance Schedule)

Trash, seasonal maintenance spraying/weeding, restroom servicing, and general upkeep: ~10 hours per week (will vary greatly by season)

MARTIN ROAD

Currently, Martin Rd is paved with gravel, and is subject to washboarding and erosion / washouts during rain events. Improvements should be considered to accommodate the expected increase in visitation. It could be converted to a County Maintained Road, but needs to be improved for 0.4 miles to the major trailhead from Highway 140. Given the grade

▲ *The Major Trailhead location, at the top of Martin Rd and the site of a flattened barn.*

▼ *The Minor Trailhead, on the approach from Highway 140 up Martin Rd.*

and expected use, it is anticipated that this section of the road should be paved. A preliminary conversation needs to be had with Caltrans Local assistance to see if the parking spaces and estimated trip count for the trailheads trigger any improvements where Martin Rd meets Highway 140. These conversations have been initiated with the project clearance of the California Environmental Quality Act. Maintenance needs will require planning and budgeting for ongoing needs including grading (if the road remains gravel), resurfacing, pulling ditches, and vegetation management. Public Works would prefer if the road was paved to ease the maintenance burden.

TRAILS

The Hillside Trails are designed for low maintenance. If there are opportunities to make repairs during prescribed burns with partners, those opportunities should be maximized. The Trail Steward position would monitor trail condition and coordinate with Public Works and County Fire Department and local trails organizations to maintain trails. Maintenance of the bike trails would be supplemented through an MOU with the Yosemite Composite Mountain Bike team. Maintenance of the whole trail system could be supplemented through an MOU with Mariposa Trails.

Equipment

- General use: Skid steer with bucket/ grapple/ masticator attachments.
- Vegetation: loppers, rakes, shovels, McLeod, Polaski, Maddock etc.

Labor (based on Merced Irrigation District's Trail Maintenance Schedule)

- For vegetation clearing, and general upkeep: ~20 hours per month
- For tread work and sloping: ~2-3 days per season; typically revolving around peak season and in response to any issues

The following section describes typical maintenance standards and responsibilities for trail upkeep, and may be used as a baseline understanding of the investment level necessary for the trail system to remain functional. Significant variability in actual maintenance needs will be driven by the impact (or lack) of trail use, weather patterns and storm events, and seasonality.

MAINTENANCE BASICS

This section draws heavily from the California State Parks Trails Handbook. The Handbook can be referenced for further information and greater detail, and can be found online at the California State Parks website. The following are basic standard guidelines for trail maintenance, and should be supplemented with more advanced techniques as conditions warrant. These maintenance basics should be considered a minimum level of investment required by the County. Additional maintenance projects, driven by user and weather impacts, incidental one-time repairs, and structure replacement will need to be evaluated and prioritized, and may require additional funding sources. Any funding pursued in support of maintenance operations on the Hillside Trails should consider ongoing (daily, annual, two-year, and five-year cycles), incident related repairs, prorated (lifespan of elements) and deferred tasks.

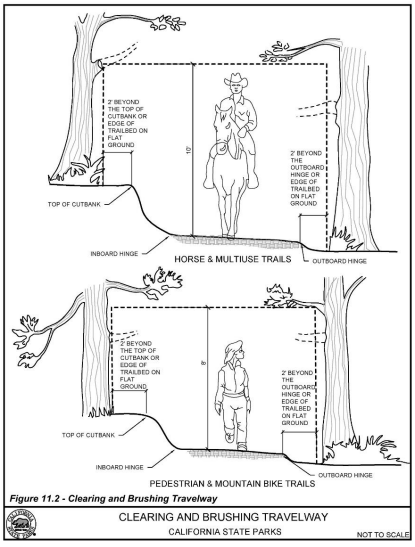


Figure 11.2 - Clearing and Brushing Travelway

11-3

CLEARING

Maintenance clearing includes the removal of downed trees, limbs, rocks, chunks of wood, and other

miscellaneous debris blocking the trail, creating drainage problems, or otherwise impeding trail users. This work is performed on an annual or cyclical basis and often in combination with brushing.

Further information and guidelines for removing down trees is available in the Handbook.

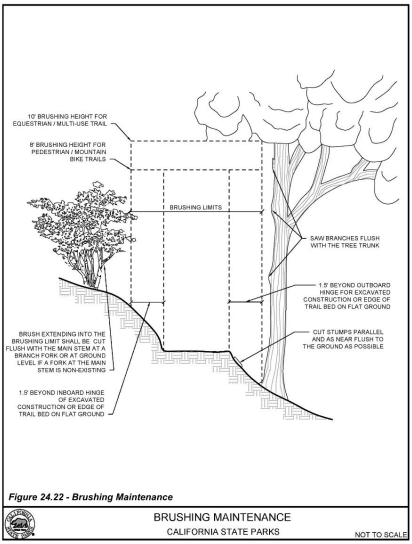


Figure 24.22 - Brushing Maintenance

24-32

BRUSHING

Maintenance "brushing" is the removal of vegetation from the trail that interferes with use of the trail or is otherwise out of compliance with brushing standards. The frequency of brushing is dependent on growing conditions and vegetation types. Sensitive or historic vegetation should be pruned by hand.

On accessible trails, brushing may be modified to provide trail edge protection, in place of railings or fencing. Woody plants such as manzanita can be left growing on the edge of the trail. These are also important sensory experiences for the visually impaired.

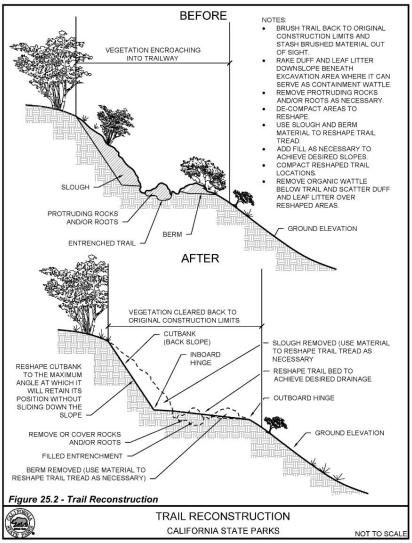


Figure 25.2 - Trail Reconstruction

25-8

TRAIL TREAD MAINTENANCE

Trail tread maintenance is the cyclical

and routine repair necessary to keep the trail surface in compliance with its design and construction standards. This work includes ensuring that the tread is uniformly smooth, compacted, and within the design standards for linear grade, width, cross slope, and surface drainage.

Maintenance is conducted on a cyclical schedule that depends on the types and amounts of use, soil and weather conditions, and the extent of canopy cover. For example, a trail that has soft dry soil and is used by mountain bikers requires more frequent maintenance than a trail with rocky soil.

The maintenance schedule must take into account the soil moisture content. Maintenance should be completed when moisture is adequate. When the soil is too dry, it becomes difficult to shape and compact and separates quickly. When the soil is too wet, it becomes plastic and deforms under loading.

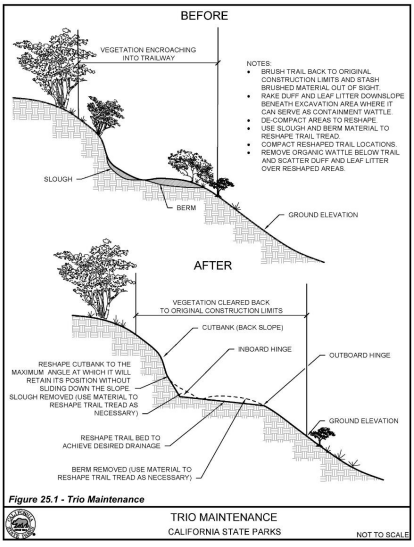


Figure 25.1 - Trio Maintenance

TRIO MAINTENANCE

When the tread surface develops a build-up of soil and organics

along the inboard hinge of the trail (slough) or along the outside edge of the trail (berm), and the center of the trail becomes entrenched, "trio maintenance" is required. Trio maintenance is a three-step process that (1) brushes the trail back to its original construction limits; (2) removes slough and berm; and (3) reshapes the trail tread to its designed standard and construction specifications, and is conducted every 2 to 7 years.

RESTORING COLLAPSED SECTIONS / WASHOUTS

Washouts may occur on the Hillside Trails, especially in a wet winter season. Trails should be inspected following major storm events to check for signs of slope collapse. The backslope should be reshaped to an angle of repose, and the excess material should be spread on the trail to meet the existing outslope on either side of the collapse.

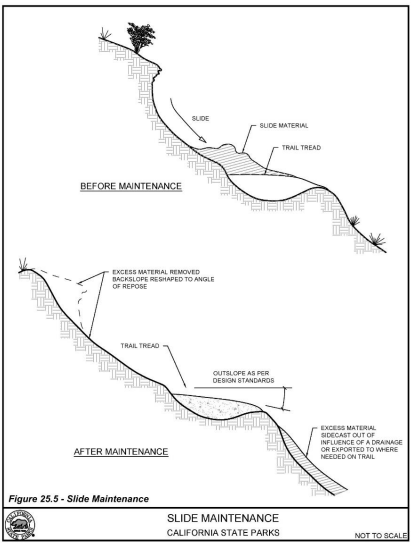


Figure 25.5 - Slide Maintenance

DRAINAGE FEATURES (ROLLING DIPS, CULVERTS, STONE PITCHING)

Periodic inspection of conflict points where trails cross natural drainages should be done to ensure these

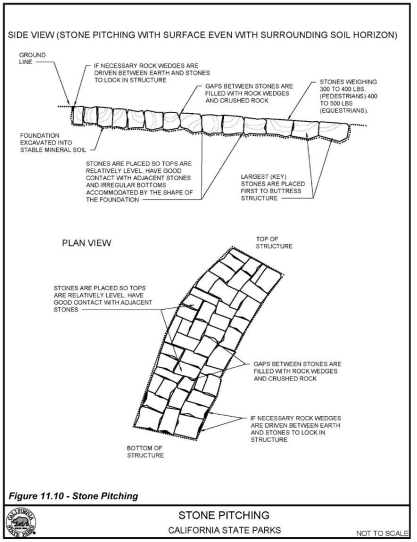


Figure 11.10 - Stone Pitching

STONE PITCHING
CALIFORNIA STATE PARKS
NOT TO SCALE

11-31

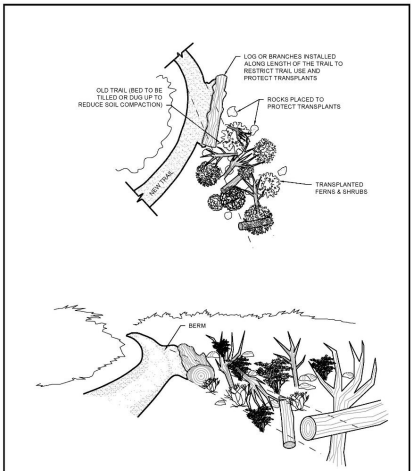


Figure 27.7 - Trail Obliteration and Rehab

TRAIL OBLITERATION AND REHAB
CALIFORNIA STATE PARKS
NOT TO SCALE

27-20

zones are safe and stable, with no excess erosion concerns. At these crossings, different methods may be deployed to manage water, or a combination may be used. Rolling dips with stone pitching create a hardened surface that can guide drainage and support bikers. At each crossing, the trail should follow the natural "valley" contours of the slope.

MITIGATING SOCIAL TRAILS & TRAIL WIDENING

Almost inevitably, users will find shortcuts and unintended connections that will start to undermine the balance of recreation and conservation. Social or "guerrilla" trails may pop-up as users seek new challenges or cutoff switchbacks. These unsanctioned trails create additional maintenance obligations, destroy vegetation, impact wildlife, and cause erosion.

In combination with user education and signage, these trails can be discouraged with branches, logs, rocks, and vegetation. Overcrowding on trails can lead to widening, which should be discouraged for the same reasons and can be treated with similar methods.

TOOLS AND EQUIPMENT

Maintenance crews should be prepared to deal with a wide range of encountered conditions, with essentials for daily maintenance including:

- Shovels
- Picks
- Mattocks
- Axes
- Metal rakes
- McLeods
- Pulaskis
- Hazel hoes

More extensive operations, including removal and clearing of downed trees or rockslides, may require additional equipment such as:

- Chainsaws
- Double jacks
- Rock bars
- Slide hammers
- Mechanical hoists & rigging
- Mini excavators & trail dozers

After major repairs or reconstruction, the trail should be allowed to cure before it is reopened. This enables the soil to bond and surface crust to form. If the trail is resurfaced with aggregate, such as the Keystone Trail, this is less critical. Always, maintenance crews should be cognizant of the project's mission to balance recreational access with habitat restoration. Heavy machinery should only be deployed when absolutely necessary. Site work should be sensitive to the surrounding landscape, only impacting the trail corridor. Essentially, precautions should be taken to minimize undue disturbance.

▼ *Signage can help protect habitat and reduce the creation of social trails.*

V. ECOSYSTEM MONITORING

CHOOSING THE RIGHT METRICS

The proposed trail system and stewardship plan is anticipated to have a number of measurable benefits, including recreational (e.g., trail miles built, user numbers) and ecological (e.g., species richness). The nature and extent of potential data collected will ultimately depend on partner availability and expertise, but potential metrics to monitor include:

- Miles of trail built
- Number of trail users
- Types of trail users
- Acres of land opened for public access
- Ratio of invasive vegetation to native vegetation
- Presence and survival rate of target species
- Water quality in Mariposa Creek and its drainages
- Acres of land treated through hand and mechanical thinning
- Acres of land treated through prescribed and cultural burning and managed grazing

ESTABLISHING A BASELINE

Before the project breaks ground, a thorough understanding of baseline conditions will be accumulated. Baseline conditions provide a starting point from which to measure ecosystem enhancements. Tracking progress against this benchmark will enable the County to understand what is working well, identify what needs to be adjusted, and quantify the benefits of landscape management practices on the Hillside Trails. Seeing this data will also enable proactive decision-making for further investments and be a showcase for education and interpretation.

The baseline data has already begun with CEQA surveys and may continue in each phase of the project process. Initial data sources include:

- Pre-construction survey and flagging of monitoring points, heritage trees, sapling communities, evidence of wildlife, stands of poison oak, etc.

► Since the site is dense and overgrown, trail construction offers an early glimpse at existing conditions in areas the team has been unable to access. Coordinated monitoring with construction could catalog numbers and species of trees removed, soil conditions (stability, composition), acreage of invasive species, presence of ladder fuels, and more. After trails have been cut, more intensive study of the site could be conducted.

► Specific blue oak tree and sapling counts across the property.

► Monitoring and ground surveys along select newly constructed trail points / alignments / transects.

► California Native Plant Society local chapter survey data.

► Six water quality monitoring stations (existing) up and downstream of the site along Mariposa Creek can be used to measure sedimentation / turbidity, and flow before and after construction.

► Drone / satellite imagery and site photos (taken from recorded and replicable positions).

PHASE I: SHORT OR LONG-TERM OPPORTUNISTIC MONITORING

Initial opportunistic monitoring may be enough to collect meaningful data from the trails project. However, the effectiveness of these tools should be assessed to decide whether a more robust monitoring plan should be developed. The options below could span a range of light to intensive effort, depending on expertise and capacity.

► iNaturalist: informal, used to track wildlife, vegetation, other biota

► Take advantage of planned and unplanned opportunities such as disturbances or treatments (e.g., burns, restoration) to document soil properties and plant regeneration.

► Mariposa Creek water quality monitoring stations (six existing) up- and downstream to document potential changes resulting from Phase III management

► Wildlife cameras & acoustic monitors can be used to track biodiversity and movement and understand potential problem areas or conflicts with infrastructure.

PHASE II: LONG-TERM ADAPTIVE MONITORING (IF NECESSARY)

If meaningful data are not collected with the opportunistic approaches described above, it is recommended that the County design and implement more formal protocols in the form of an adaptive management monitoring program. Adaptive management is intended to be more comprehensive than opportunistic monitoring and includes schedules, metrics, and thresholds for action. Data analysis is also more involved,

▼ *Field monitoring will be a critical part of understanding project outcomes and will be used to guide maintenance, trail operations, and may be used to pursue funding for additional project phases.*

helping managers ascertain whether the project is improving landscape resilience via green infrastructure features and other interventions. The table on the next page offers examples of possible objectives and metrics.

GUIDELINES FOR DESIRED CONDITIONS

Depending on resources and expertise, the County can adjust the monitoring protocols to get useful data. This also depends on who is doing the monitoring, their commitment, and level of knowledge.

It is recommended that the goals from the 2021 Mariposa County Recreation and Resiliency Plan (below) be used as a guide to develop specific goals of the project's monitoring system, which will then guide potential resources needed to meet those goals.

In time, the Hillside Trails will strengthen connections and showcase the value of a synergistic relationship between ecological performance of the landscape and practical, technical trail design and building practices.

	PARK LANDS & OPEN SPACE	RECREATION & ACTIVITIES	TRAILS & CONNECTIVITY	NATURAL SYSTEMS
ASPIRATIONS	OUR VIBRANT PARK LANDS AND OPEN SPACES WILL BE A TOP REASON MARIPOSANS CHOOSE TO LIVE, WORK AND PLAY HERE. WE AIM TO DESIGN FOR RESILIENCE AND EQUITABLY ADDRESS COMMUNITY PARK NEEDS.	OUR MULTI-FUNCTIONAL AND ACCESSIBLE INDOOR AND OUTDOOR RECREATION OPPORTUNITIES WILL WELCOME A DIVERSE COMMUNITY. WE AIM TO CONSISTENTLY CREATE POSITIVE RECREATION EXPERIENCES FOR RESIDENTS OF ALL AGES.	OUR INTERCONNECTED TRAIL SYSTEM WILL SUPPORT WELLNESS, SHOWCASE OUR BIODIVERSITY, AND STRENGTHEN RELATIONSHIPS WITH OUR LANDSCAPE. WE AIM TO FOSTER HEALTHY LIVING AND TRAIL EXPERIENCES THAT BENEFIT EMOTIONAL AND PHYSICAL WELL-BEING.	OUR PARKS, OPEN SPACES AND WORKING LANDS WILL BE CAPABLE OF RESPONDING TO DYNAMIC SHOCKS AND STRESSORS. WE AIM TO PROVIDE HIGH-FUNCTIONING, BALANCED ECOSYSTEMS.
GOALS	Advance an expanded resilient parks and open space system that evolves with changing needs.	Promote recreational opportunities that build community and deepen our connection to the landscape.	Create a countywide network of trails to foster connectivity and promote safer communities in Mariposa County.	Support the continuation of Mariposa's long history of working lands.
	Design parks, open spaces and the elements themselves to complement the natural environment and promote exploration with year-round comfort in mind.	Provide new and maintain existing facilities, amenities, and programs to be responsive to community preferences.	Strengthen the connection between Mariposans and the natural environment through improved trails.	Establish habitat conservation and native species biodiversity as priorities in our recreation investments.
	Promote healthy lifestyles and equitable access to recreation where all Mariposans feel welcome.	Amplify the diverse voices of Mariposa County through art and cultural events and spaces that support gatherings and civic engagement.	Foster discovery, use, enjoyment, and stewardship of trails.	Stimulate a sense of wonder and stewardship for Mariposa County's natural systems through recreational spaces and programs.

Objective	Vulnerabilities / Target Locations	Metrics	MFMP Sections
Wildfire Risk Reduction	Dense oak, chaparral, serpentine zones	- Miles of fire-crew accessible trail - Acres of fuels reduced - Number of prescribed burns annually	Fire and Fuels Management (pp. 42–84)
Erosion Risk	Steep slopes, riparian corridors, post-fire disturbances	TBD	pp. 13–14, 71–74
Climate Change impacts	All zones; specific concerns include drought stress, wildfire frequency, & species composition shifts	TBD	Climate Change Vulnerability, pp. 40–41
Habitat Conservation	All habitat zones	- Species counts - Presence of special-status species - Fragmentation	Monitoring and Adaptive Management; Special-Status Species (pp. 17–20, 40)
Water Quality and Quantity	Mariposa Creek	- Sediment load at 6 monitoring stations - Visual assessment of riparian stability	Watershed; Water Quality and Erosion (pp. 13–14, 71–74)
Spread of Invasive Plant Species	Disturbed areas	- Treatment locations, frequency - Changes in invasive plant cover	Invasive Species Management; Vegetation Communities (pp. 17–20)
Blue Oak Regeneration	Blue oak woodland zones	- Number of saplings planted - Survival rates of planted and natural recruits	Blue Oak Woodland Management (pp. 76–80)
Community Health and Wellness	All accessible trail areas	- Visitor counts/ surveys - Number of stewardship/ education events	

▼ *The Hillside Trails have intended trail uses and users including hikers, bikers and ADA trail users, with different designations for directionality and seasonality.*

VI. CAPACITY MONITORING

TRAIL USE AND USERS

The Hillside Trails build on the ethic of local authenticity first, cultivating a love for the trails that morphs into stewardship. The second goal is to boost tourism in Mariposa by promoting the trail system alongside visits to Yosemite. This project also has the potential to draw off-season visitors by establishing Mariposa as a recreation destination in its own right. Local events such as the Paseo de Mariposa Trail Race, Trails Day, or mountain bike team events will build day-to-day trail use by showcasing the system to the community.

As indicated in the opening chapter, the Hillside Trails have intended trail uses and users, with different designations for directionality and seasonality. The trails themselves communicate appropriate designations, with the Keystone Trail acting as a wide conduit through the project, open to hikers and bikers, while the hike- or bike-only trails take on a different surface treatment and width. More primitive trails exist on the periphery of the system, and these create connecting loops back to main trails. The ADA Trail has a different character altogether to convey it's distinct intended use. There are no OHV trails (and trails should be monitored for signs of improper use), and the trails and trailhead infrastructure are not designed for equestrian users.

The project design imagines that many trail users will access the system from Town, either through connections with the Mariposa Creek Parkway or the County Park trailhead. This has informed the parking capacities found at the top of the hill, on Martin Road. By leveraging the existing large parking lot at the County Park (as well as its restrooms) the project did not need to take on additional facilities on the hillside itself, instead creating a more self-sufficient trailhead. Capacity monitoring should take this into account to understand if the system is functioning as envisioned.

In addition to infrastructure and facilities, the design intentionality should also be considered when monitoring trail capacities and conditions. Each

trail type will have different abilities to withstand the impact of its intended users, and each trail type will have different expectations for what are considered acceptable conditions. It will be important for the maintenance regime to be adaptive and responsive to the capacity monitoring that is reported back to the County.

BASELINE CARRYING CAPACITY ASSUMPTIONS

The design of the Hillside Trails takes into consideration the carrying capacity of the system and its landscape, and provides checks on overuse through the use of designated parking, security gates, and limited visitor facilities such as picnic areas and restrooms. As soon as the trails are open to the public, user count data should begin to be collected, and parking availability should be monitored. If the designed baseline capacities are consistently exceeded, the County can consider re-balancing trailhead and trail usage. Careful assessment of trail capacities and visitor experience and enjoyment should be undertaken to understand the right balance. This will require both passive and active monitoring.

► Passive monitoring is the core input: Work with the Yosemite Mariposa Tourism Bureau to monitor trail user activity. Review findings from the Datafy, Strava, All Trails, Avenza and others.

► Active Monitoring supplements the data and adds qualitative interpretations of visitor experiences and trail conditions: Work with UC Merced students to coordinate point in time counts, interviews with trail users and parks and recreation staff to understand use trends.

► In addition, County staff will collect data from Trails Days or high user events. Coordination of this process would be the responsibility of the Trail Steward position.

► Focus data points would be: Parking, Trash, Bathroom cleanliness, flow of users and other metrics that would be useful to the Trail Steward's management of the site.

▲ *Automated trail traffic counters can be a good way to understand trail usage levels. These can be in-ground or post-mounted detectors, temporary or permanent, and some systems can differentiate between pedestrians and cyclists.*

▼ *Informative signage is important to clarify trail etiquette and user expectations.*

METRICS TO HELP MONITOR CAPACITY

The Trail Steward mentioned above uses capacity monitoring data to inform maintenance activities. A regular schedule of trail system assessments should be built into the job description for the position, as this person's on-the-ground insights will be invaluable to the project's ability to meet the needs of its users as they evolve. The Trail Steward (with support from the other monitoring data sources and volunteers listed above) may be tasked with tracking the following, which help create an overall picture of system capacity and visitor use management:

► Passive user counts, trail counters – what is the balance of hikers vs. bikers? Which trails are heavily used? Which are avoided?

► Facility assessments – what is the condition of the overlook and trailhead structures? How full are the garbage cans?

► Parking assessments – how quickly are the parking spaces filled on the weekend? During the week? In different seasons?

► The condition of the intersection of Martin Rd. and Highway 140 – is it sustainable and durable long-term or is it overwhelmed easily by trail users? How does the road surface hold up with increased traffic?

► County Park infrastructure impacts – is the parking lot full? Are the restrooms overburdened?

► Vegetation impacts – are trailside plants being trampled? Are trailheads being impacted by cutoffs and social trails?

► Bike livery services, or other business opportunities that develop – what local economic development occurs as the Hillside Trails gain a reputation as a local recreational amenity and a destination for visitors?

TRAIL RULES AND SAFETY

Usage counts and trail conditions will inform the need to modify or amend trail rules. This may include changing user type or trail directionality. It may require parking enforcement on Martin Rd if the access is inhibited. But at the project outset, simple rules should be communicated at trailheads that convey appropriate behavior and clarify visitor expectations. Signage will be key to effectively share regulations and information.
Some considerations for trail regulations include:

- Use designations (bike or hike, ADA).
- Trail direction for mountain bike zone and multi-use trails.
- Trail difficulty and distances.
- Passing etiquette.
- Dogs and service animals.
- Sensitive habitat or dangerous plants.
- Emergency assistance procedures – sign numbers / locators.
- Trail closure signage, either for habitat concerns or maintenance.

Active monitoring of the trail system will be primarily handled by the County, with regular checks by the Sheriff's Department, reporting by Public Works maintenance staff, and ongoing assessment by the newly appointed Trail Steward. Other user groups and volunteers should also be empowered with a simple reporting mechanism or communication method. As the trails are not in a remote area, cell service should be available to trail users, who can call for help in an emergency.

▼ *This project is about mobility, recreation, economic development, and placemaking.*

VII. IMPLEMENTATION

ECONOMIC DEVELOPMENT

The project has significant economic development potential, as the Hillside Trails would become a destination for visitors to Mariposa as well as a recreational amenity to locals. The Trust for Public Land recently reported that mountain biking in particular can generate an average of $416 per visit. Currently, there are no bike shops or bike services in the Town of Mariposa, and this represents an obvious opportunity for growth.

While the trail system may not compare in scale to mountain bike towns like Mammoth Lakes or Downieville, it creates an additional incentive, especially for beginner and intermediate riders, to stay in Mariposa as part of a trip to Yosemite. Importantly, it also and encourages off-season visits, as most of the trails will be open year-round.

FUNDING

As of June 2025, the project construction cost was estimated at $5.9 million. This includes costs to complete the design and environmental permitting. Trail development alone would cost about $1.6 million. Phasing of trails or facilities may be considered as funding allows.

Ongoing maintenance costs are being developed by the County and may include allocations for Public Works personnel or the creation of a new Trail Steward position. Again, depending on funding availability, maintenance may have to be accomplished extensively with volunteers.

► Proposition 4

Passed in November 2024, this bond authorizes $10 billion for water, wildfire prevention, and protection of communities and lands. This state authorization boosts budgets for climate resilience and natural resource management programs, including nature-based solutions aimed to harness nature to boost climate and drought resilience through green infrastructure, ecosystem restoration, and fish and wildlife protection.

► Sierra Nevada Conservancy (SNC)

As a state conservancy, the SNC allocates grant funding for projects in the region. Specifically, their priorities include forest health projects that increase landscape and community resilience, improve downstream water supply, and protect forest carbon and habitat, and outdoor recreation projects that improve access and infrastructure, reduce the impacts of overuse, and support the development of sustainable recreation economies. The County is well-positioned to pursue a Sustainable Recreation, Tourism, And Equitable Outdoor Access grant through SNC.

NOTE: the planning and design for the Hillside Trails was funded by an SNC grant.

► Wildlife Conservation Board (WCB)

Mariposa County has had success pursuing funding from the WCB, for ongoing efforts along the Mariposa Creek Parkway. This project could also be eligible for funding, as it meets the criteria indicated in the 2025 Funding Guidelines, below. The WCB will be a conduit for Prop. 4 funding.

> Implementation grants shall fund construction of restoration and enhancement projects and/or projects that will enhance public access. They are intended to support high priority "shovel ready" projects that have advanced to the stage where planning, land tenure, and design plans have been completed. Implementation applications must include intermediate or advanced design plans.

> Implementation projects may include development of final design plans and permitting as project activities. Implementation projects must have completed CEQA compliance prior to consideration for funding at a Board meeting.

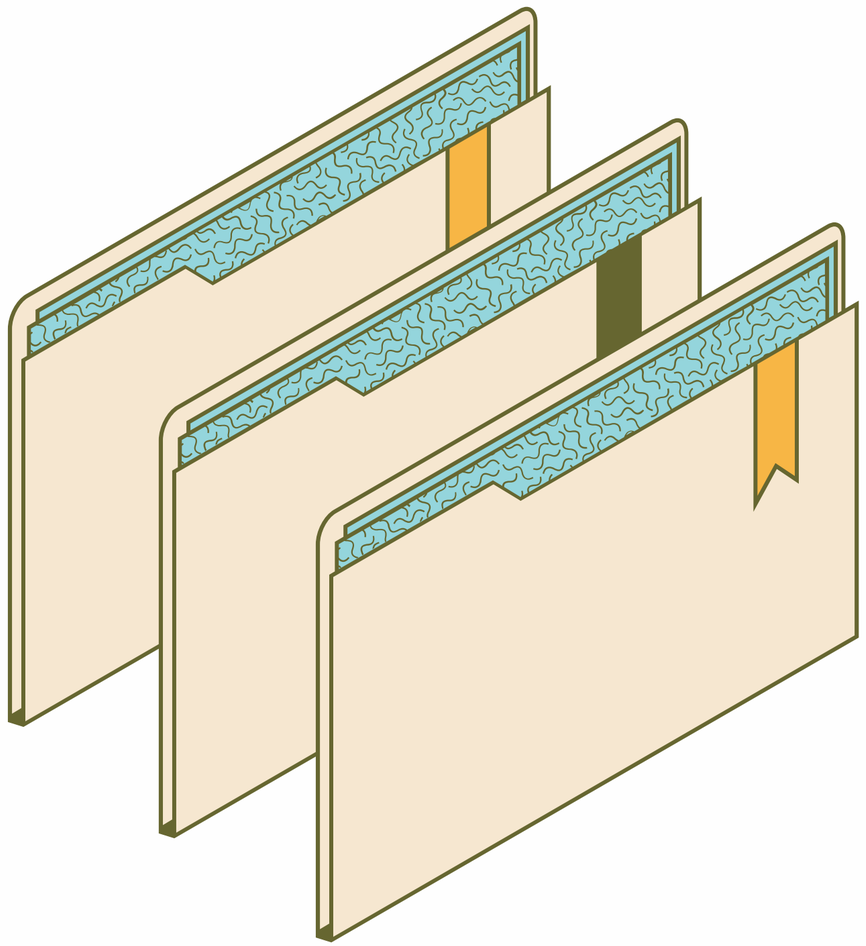
> Applications for acquisition and implementation projects shall describe plans for how the projects will be monitored and evaluated/enforced.

► Recreational Trails Program (RTP) Non-Motorized
This jointly administered state/federal program provides funds to develop and maintain recreational trails and trails-related facilities, and requires only a 12% match of the total project cost. The program also authorizes acquisition funds. It looks favorably on projects that improve accessibility, create linkages to other trails or community amenities like parks and schools, demonstrate a robust engagement process, have diversified uses, and utilize the California Conservation Corps (CCC) for either construction or ongoing maintenance.

► Other potential sources include the Land and Water Conservation Fund (LWCF - Federal) and the Habitat Conservation Fund (HCF - California), each of which require a 50% match and are highly competitive. Funding for gateway communities at the federal level should be monitored as well, with increasing bi-partisan support for outdoor recreation and the economic development of communities that support natural resources.

Mariposa Creek Parkway Hillside Trails

Resolution to Adopt a Mitigated Negative Declaration



Agenda

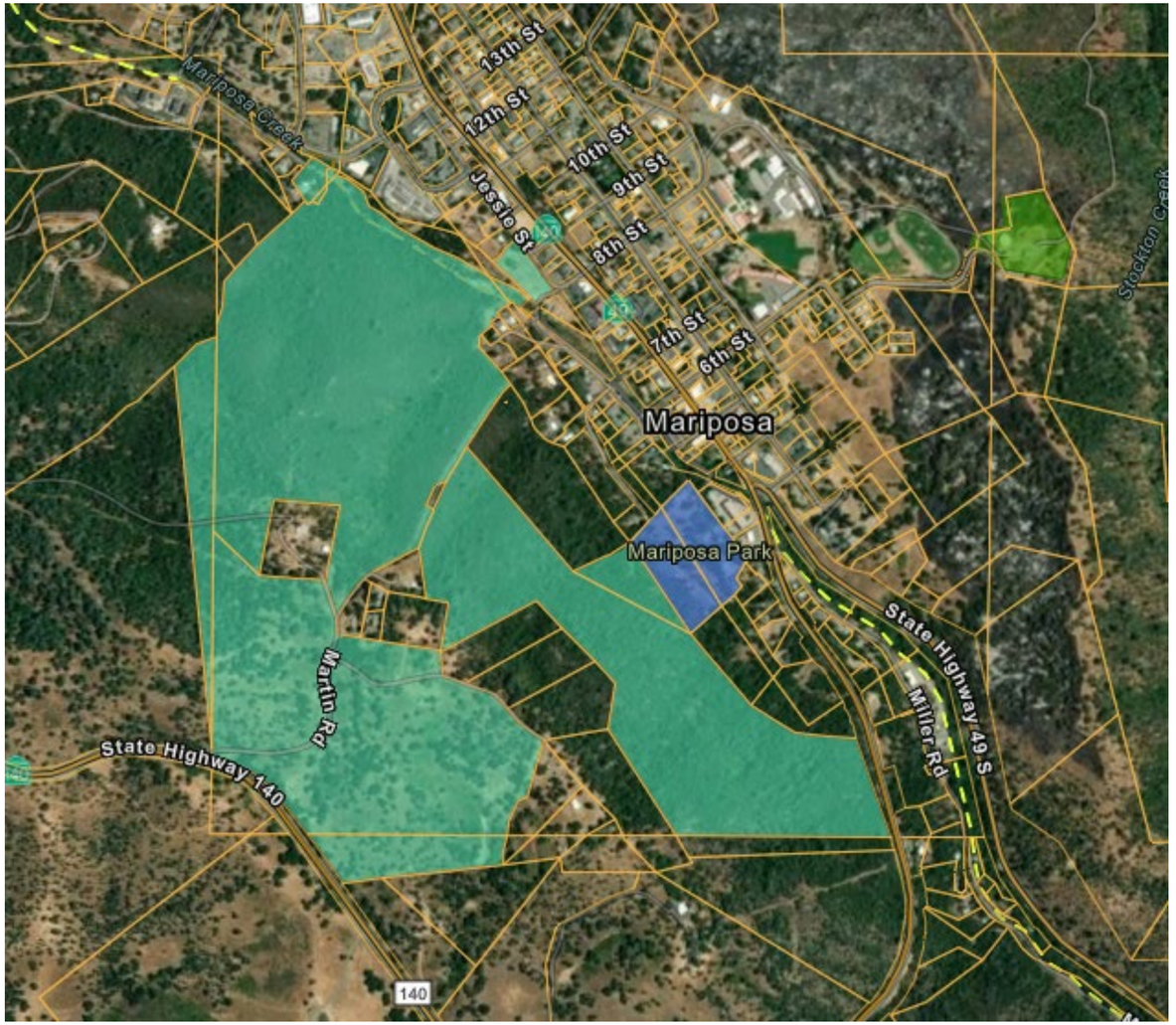
- Project Description
- Project Location
- Draft Designs
- Project Timeline

Project Description

- Hillside Trails Project proposes to construct approximately 12.3 miles of multi-use trails
- Trail widths would vary from two to six feet
- Trails will provide a balance of recreation, adventure, and tranquility
- Amenities and features will include shaded benches, trailheads, ADA paths, mountain bike trails, overlooks, and vault-style toilets

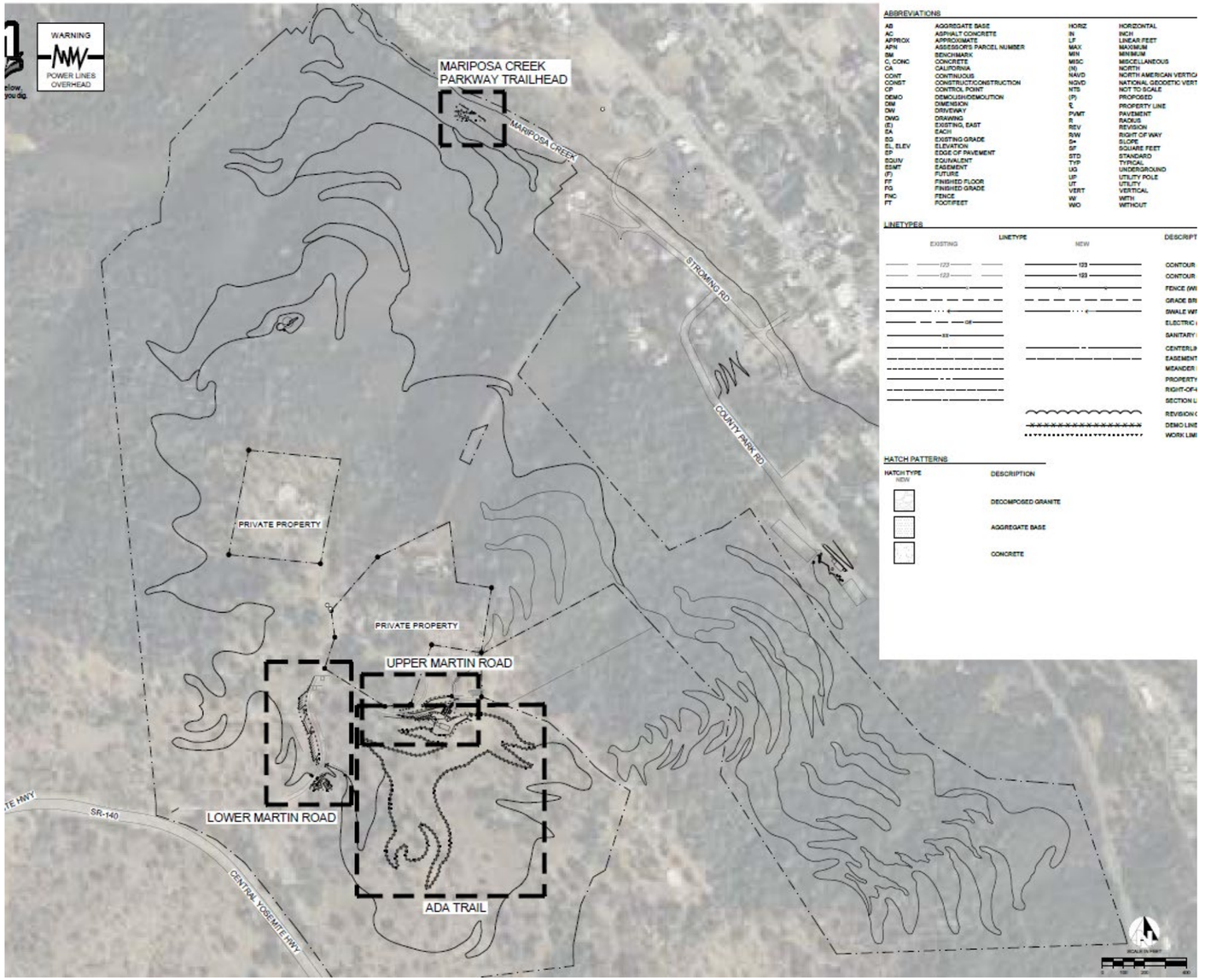
Location

- APN: 012-140-034, 012-143-007, 012-143-008, 012-140-039, 013-190-008, 012-130-028, and 012-130-016
- Project area consists of approximately 235 acres



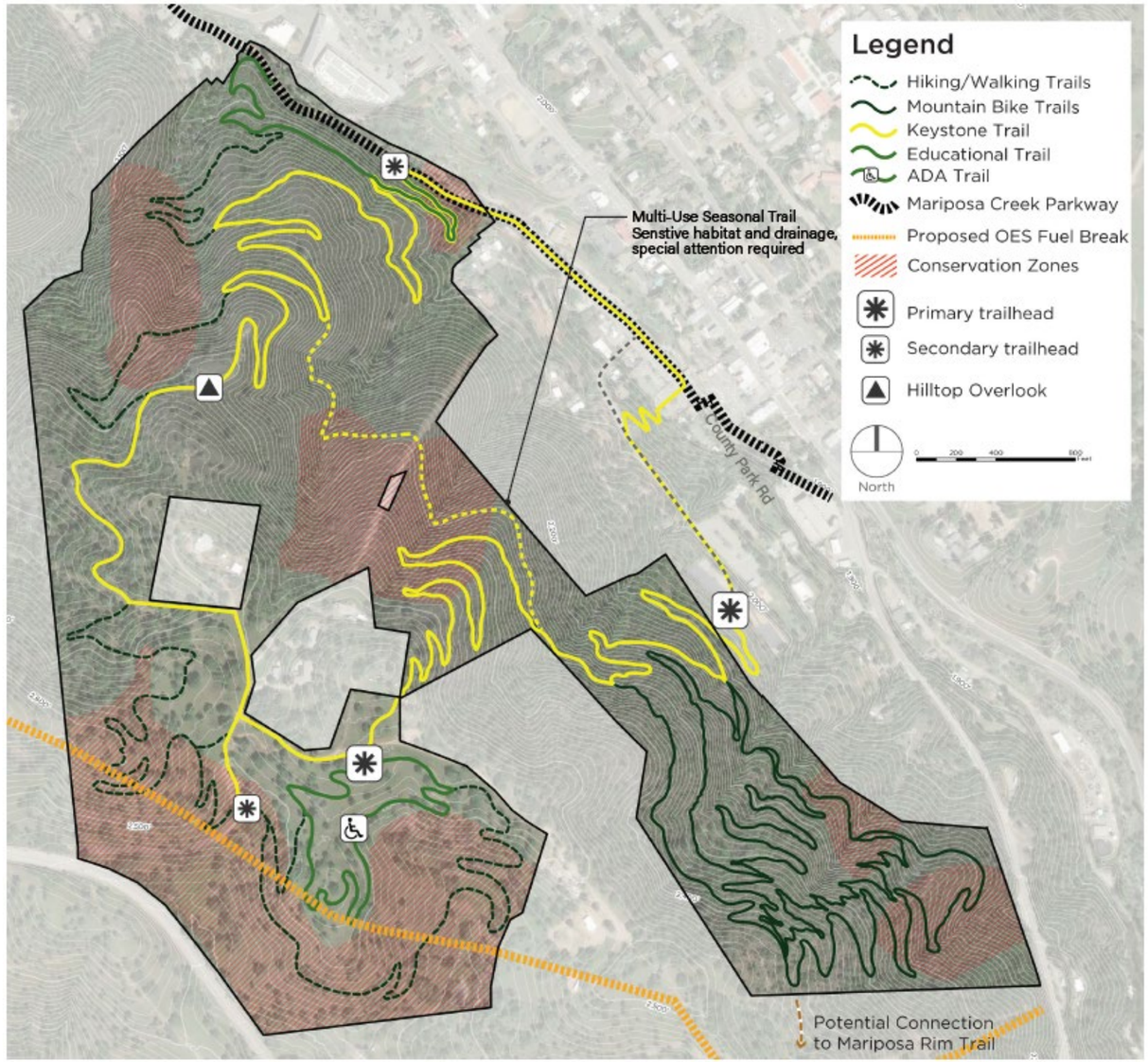
Trail Design:

From Design Documents; Attachment F



***FINAL ALIGNMENT WILL BE CEQA COMPLIANT**

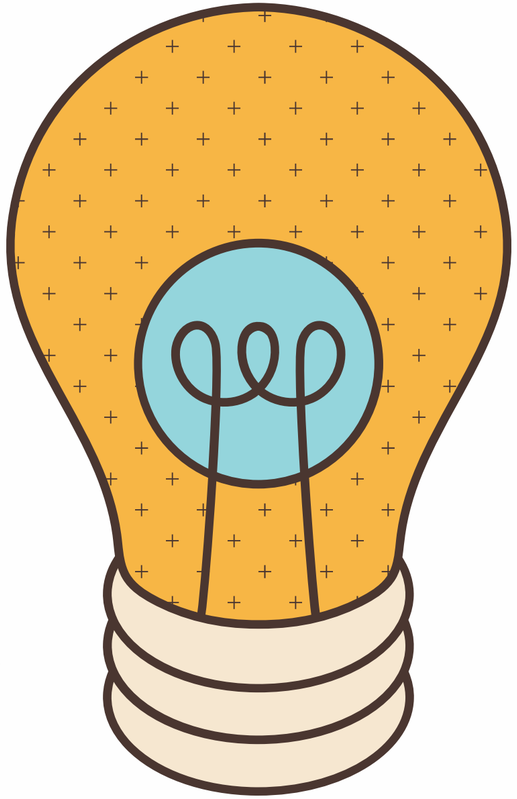
Trail Design: Rendering



*FINAL ALIGNMENT WILL BE CEQA COMPLIANT

2020-2021

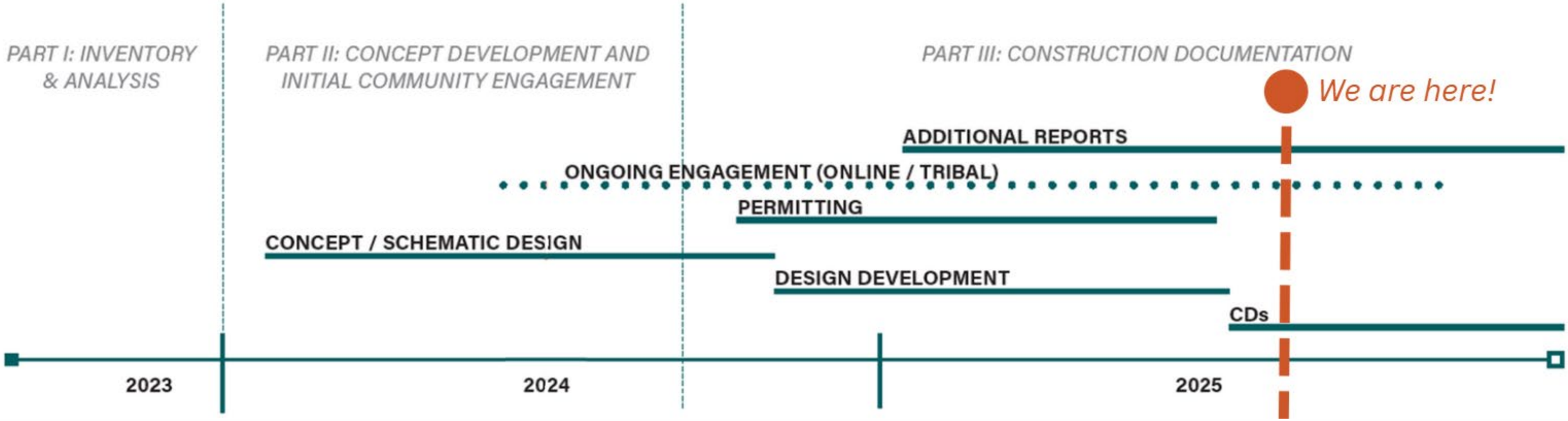
- 2020: Mariposa Creek Parkway Master Plan identifies the hillside as a location for future trails (RES 2020-3)
- 2020: Mariposa County purchases hillside properties to expand the Mariposa Creek Parkway (RES 2020-430)
- 2021: The Recreation and Resiliency Plan further expands upon the recommendation for recreation on the hillside (RES 2021-155)



2022-2023

- 2022: Planning Department submits application to Sierra Nevada Conservancy to develop “shovel-ready” trails on the hillside (RES 2022-419)
- 2023: Mariposa County is awarded the grant and hires consultants for the design and permitting work (RES 2023-201)

Project Timeline



Engagement

2024

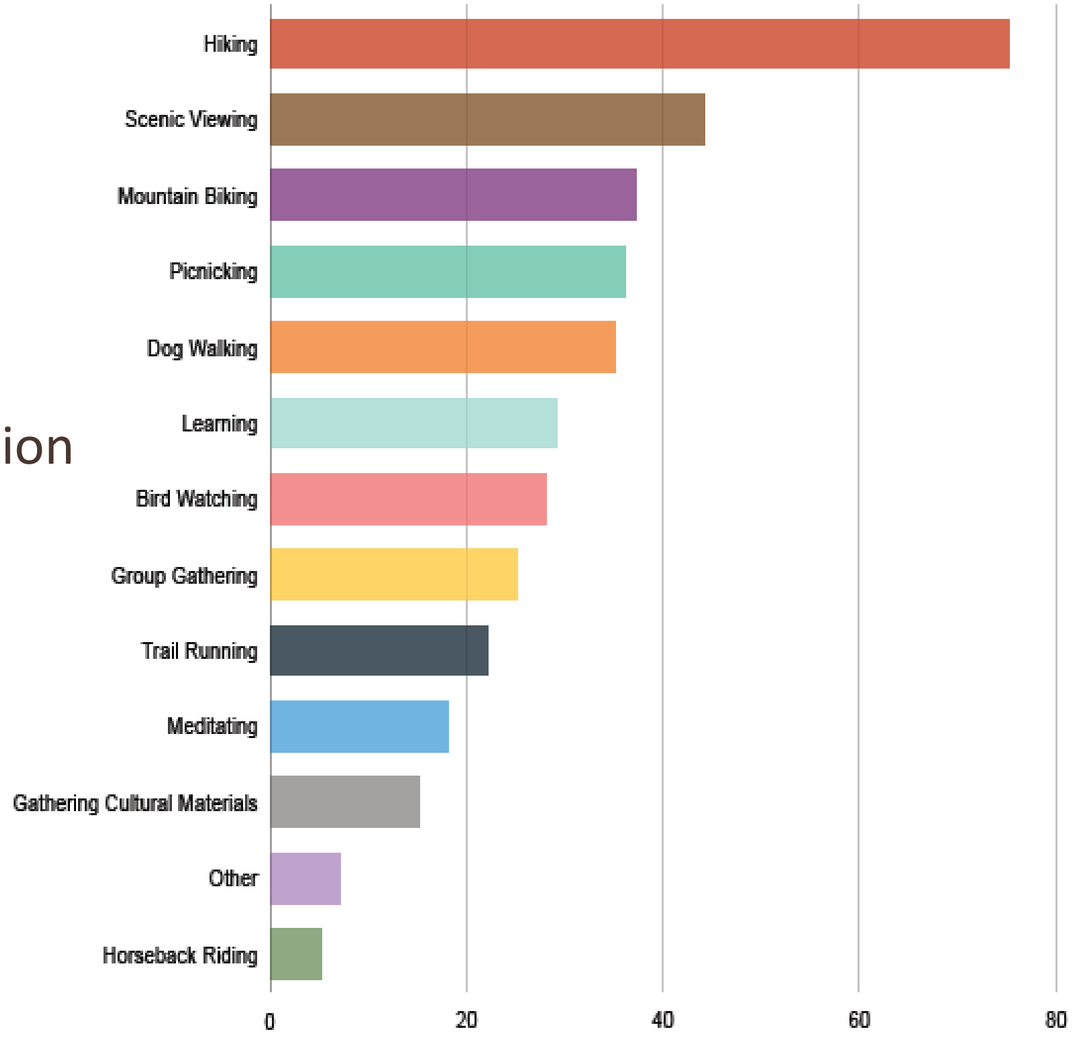
- 5/9-6/21 Online Survey/Social Media Press
- 5/31 Trails Day Event
- 8/20 Project Update to the Board
- 9/5 Presentation to Mariposa Business Association

2025

- 3/27 Presentation to the Rotary Club
- 6/6 Trails Day Event
- 7/30 Funding and Maintenance Strategy Meeting with Public Works

Throughout the Project

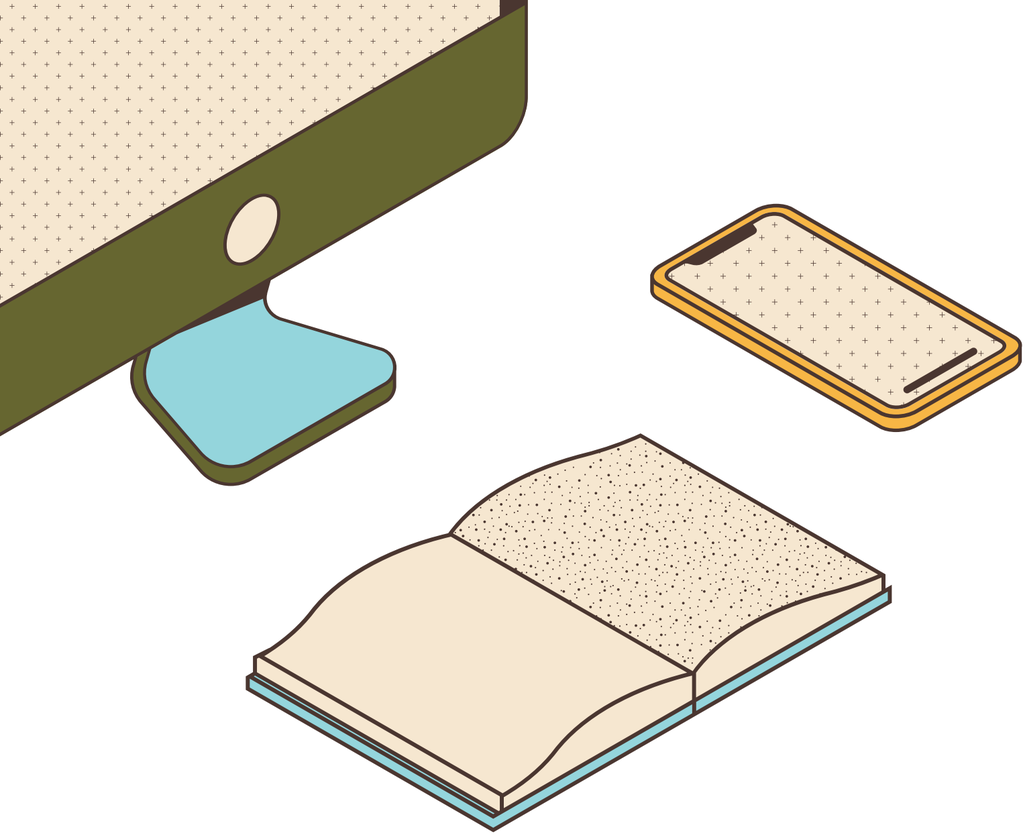
- Consultation with the Southern Sierra Miwuk Nation and the Sierra Foothill Conservancy
- Provided regular updates to MCFAC



Survey Results: How do you see yourself using the Hillside Trails?

2025: August to December

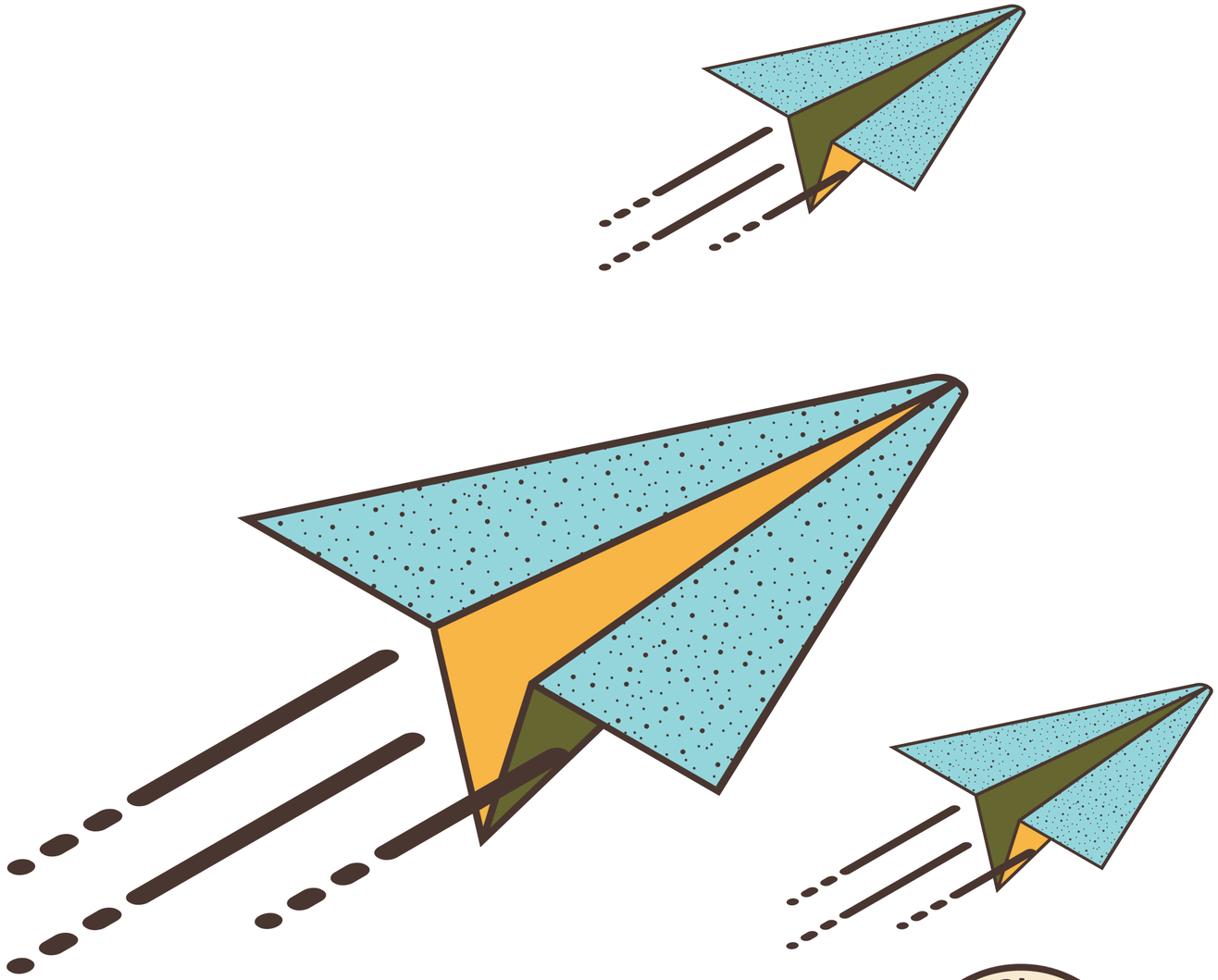
- August 2025: Public comment period begins Draft IS/MND
- September 2025: Public comment period ends
- October 2025: Final IS/MND is prepared
  - Two Comments Received: CalTrans and CDFW; See Response to Comments in Attachment C
- November 2025: Final IS/MND is presented to the Board of Supervisors for Adoption
- December 2025: Grant ends



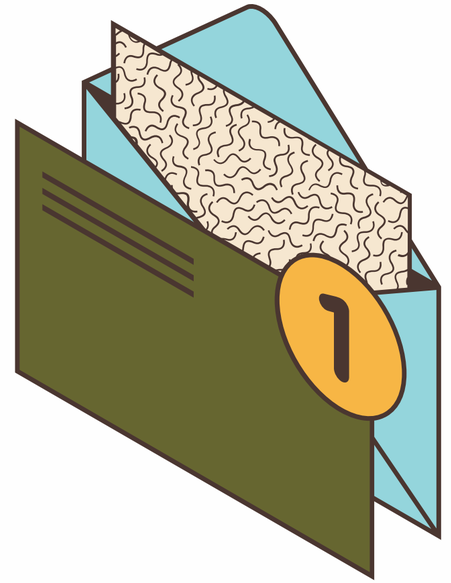
Today

Resolution to Adopt a Mitigated Negative Declaration with a Mitigation, Monitoring, and Reporting Program and Approve the Designs for the Mariposa Creek Parkway Hillside Trails Project

THANK YOU!
ANY QUESTIONS?



Contact Information



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Learn more: Mariposa Creek Parkway