Mariposa County

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

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

BOARD OF SUPERVISORS
ACTION SUMMARY MINUTES
OCTOBER 10, 2023

A. 9:00AM Called to Order

Chair Menetrey called the meeting to order.

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

B. Pledge of Allegiance

Chair Menetrey led the pledge with a moment of silence for Israel upon conclusion.

C. Introductions

None.

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

Public comment was received by Mike Brusa/Bear Valley noting his concern over how many items are on the consent agenda and CA.1, the continuation of the shelter crisis.

Supervisor Forsythe thanked Joe Lynch/ Health and Human Services Agency and Capitan Land/ Sheriff's Office for taking the time to educate and converse with the community in a meeting held the prior week in the Board Chambers addressing CA. 1.

Mr. Lynch/HHSA addressed Supervisor Smallcombes questions pertaining to items CA 11 and CA 12, stating they are intergovernmental transfers.

Chair Menetrey and Supervisor Smallcombe addressed Supervisor Poe's question concerning Item CA 17, stating the item is a letter requesting the California Public Utilities Commission (CPUC) to allow Pacific Gas and Electric (PG&E) to continue and finish the Underground Project.

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

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Sheriff's Office**

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

CA3. **Sheriff's Office**

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

CA4. **Administration**

Approve Budget Action Transferring $80,000 from the Fire Volunteer Fire Personnel to the Fire General Equipment Fixed Asset Account to Cover the Additional Cost of the Self-Contained Breathing Apparatus Safety Equipment Which has Expired and is Essential Life Preserving Equipment (4/5th vote Required)

CA5. **Clerk of the Board**

CAO (Purchasing Agent) Signed Agreements

CA6. **Clerk of the Board**

Department Head Signed Agreements

CA7. **Clerk of the Board**

Receive the List of Software License Agreements Entered into by the CAO (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in September of 2023

CA8. **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

CA9. **Health and Human Services Agency**

Approve an Agreement with Willow Glen Care Center for the Amount of $300,000 for Residential Care

Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA10. **Health and Human Services Agency**

Approve a Services Agreement with Cerner for Electronic Health Record Information System Technical Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA11. **Health and Human Services Agency**

Approve an Agreement with the California Department of Healthcare Services (DHCS) for Intergovernmental Transfer of Public Funds Related to Substance Use Disorder (SUD) Treatment Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA12. **Health and Human Services Agency**

Approve an Agreement with the California Department of Healthcare Services (DHCS) for Intergovernmental Transfer of Public Funds Related to Special Mental Health (SMH) Treatment Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA13. **Public Works**

Adopt the Initial Study/Mitigated Negative Declaration (IS/MND) for the Incline Road Over Moss Canyon Bridge (#40C0064) Replacement Project; Approve the Mitigation Monitoring Report Program; and Authorize the Public Works Director to File a Notice of Determination Pursuant to Public Resources Code Section 21152 and CEQA Guidelines Section 15075

CA14. **Public Works**

Approve an Agreement with Full Signal Construction, Inc. for the Triangle Road Storm Repair Project in the Amount Not to Exceed $359,900.00; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA15. **Public Works**

Adopt a Resolution Authorizing the Director of Public Works and Transportation to Execute Program Supplement Agreements for State Funds under Master Agreement No. 10-5940S21(Subject to Approval as to Legal Form by County Counsel)

CA16. **Public Works**

Approve an Agreement with JS West to Supply Liquid Propane to Various Facilities Throughout the County for a three-year term; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA17. **Board of Supervisors**

Ratify Letter of Concern for the California Public Utilities Commission (CPUC) Proposed and Alternate Proposed Decisions for Pacific Gas and Electric's (PG&E) 2023 General Rate Case

E. Items removed from Consent Agenda

None.

F. Departmental Presentation

Steve Ward/ Cal Fire/County Fire Division Chief gave an informational update on water tenders for the county and the new breathing apparatuses that will be coming to County Fire.

Dallin Kimble/Chief Administrative Officer (COA) noted his department has completed 10 meetings for the community survey. Stating they are light on attendance but will continue to hold the meetings as long as there is interest shown by the public.

Mr. Kimble (CAO) also noted, the County Public Information Officer Elizabeth Darcy, resigning from her position and will be taking a job in Inyo County. Mr. Kimble (CAO) spoke highly of Elizabeth's (PIO) accomplishments and the wonderful job she has done in her position.

G. Public Comment on Non-Agenda Items

Mr. Brusa noted he wanted to speak on Government power and how he feels it is reaching into homes and encroaching on private land.

Marvin Wells/Resident wanted to speak about his service in the Korean War and how touched he was that Chair Menetrey spoke so highly of our country prior to leading the Pledge of Allegiance.

H. Regular Agenda Items

1. **Public Works**

Ratify a Letter to Pacific Gas and Electric (PG&E) Expressing the County's Disappointment with the Condition Roads Have Been Left Following Underground Work

Shannon Hanson/Public Works and Transportation Director introduced the item, noting she received a phone call from PG&E and they will be bringing a response to the Board of Supervisors on bringing the roads back to what they were prior.

Public comment received by Mr. Brusa who noted he believes PG&E is like a monopoly and was created by the Government.

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

2. **Board of Supervisors**

Discussion, Direction, and Possible Action Regarding Actions Necessary for Mariposa County to Comply with SB 552, Drought Planning: Small Water Suppliers: Nontransient Noncommunity Water Systems (Supervisor Rosemarie Smallcombe)

Supervisor Smallcombe introduced the item.

Public comment received by Mr. Brusa who noted he believed SB 552 speaks of compliance and enforcement. Chair Menetrey noted to have the Mariposa Water Advisory Board come back to the Board of Supervisors with direction on how to proceed with the drought plan and what actions would be necessary to move

forward.

DIRECTION: The Board designated Mariposa Water Advisory Board to modify their purpose by additionally becoming the Task Force for Mariposa County to Comply with SB 552, Drought Planning: Small Water Suppliers: No transient Noncommunity Water Systems.

RESULT: DIRECTION GIVEN

3. **Board of Supervisors**

Discussion and Direction Regarding the Location and Type of a Board Dedicated Tribute Plaque for Military and EMS Individuals (Supervisor Wayne Forsythe)

Supervisor Forsythe introduced the item. No public comment was received. Board Discussion ensued.

DIRECTION: The Board gave direction to move forward on the dedicated tribute plaque and to have it created on a Walnut plaque, noting the placement will be inside the Government building to be visible by the public.

RESULT: DIRECTION GIVEN

I. Closed Session

Chair Menetrey introduced the closed session item. No public comment.

10:55 AM Chair Menetrey recessed the Board into closed session.

1. **Administration**

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

CLOSED SESSION HELD

J. Report Out

12:30 AM Chair Menetrey reconvened the meeting and noted information was received on the closed session item.

K. Board Information

Information received.

L. Adjournment

12:54 AM Chair Menetrey adjourned in memory of Kenneth James Stanko, William "Bill" Gordon Binnewies and Douglas "Dallas" Leonard.

Respectfully submitted,

Katherine Slenders
Deputy Clerk of the Board II

Miles Menetrey
Chair, Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-548

MEETING: October 10, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

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

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RECOMMENDATION AND JUSTIFICATION

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County.

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

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

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

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

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

None

ATTACHMENTS

None

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-548

MEETING: October 10, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

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

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ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

None

ATTACHMENTS

None

VOTE RESULT

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-549

MEETING: October 10, 2023

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

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

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RECOMMENDATION AND JUSTIFICATION

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

None

ATTACHMENTS

None

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-549

MEETING: October 10, 2023

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

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

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RECOMMENDATION AND JUSTIFICATION

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

None

ATTACHMENTS

None

VOTE RESULT

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-550

MEETING: October 10, 2023

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

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

RECOMMENDATION AND JUSTIFICATION

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

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

ATTACHMENTS

None

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-550

MEETING:	October 10, 2023
TO:	The Board of Supervisors
FROM:	Jeremy Briese, Sheriff
RE:	Resolution Continuing a Local Emergency Due to Extreme Snowstorms in February and March of 2023

RECOMMENDATION AND JUSTIFICATION

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

On February 23rd, 2023 a series of snow storms impacted Mariposa County. Heavy snowfall from the storms impacted many areas, causing downed trees and power lines. The snow accumulation caused damage to the County and other public and district facilities, including but not limited to roads, bridges, and structure/s/ within Mariposa County.
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If the Board does not ratify the proclamation, the County will not be eligible for possible State or Federal disaster assistance.

FINANCIAL IMPACT

ATTACHMENTS

None

VOTE RESULT

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-551

MEETING: October 10, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Budget Action Transferring $80,000 from the Fire Volunteer Fire Personnel to the Fire General Equipment Fixed Asset Account to Cover the Additional Cost of the Self-Contained Breathing Apparatus Safety Equipment Which has Expired and is Essential Life Preserving Equipment (4/5th vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Transferring $80,000 from the Fire Volunteer Fire Personnel to the Fire General Equipment Fixed Asset Account to Cover the Additional Cost of the Self-Contained Breathing Apparatus Safety Equipment Which has Expired and is Essential Life Preserving Equipment (4/5th vote Required)

Fire has been aware of the need to update and replace their inventory of self-contained breathing apparatus (SCBA). They have applied for two grants which were unsuccessful, and they have tried to stagger the purchase over to fiscal years, but delays in supply chain availability have delayed the purchase. This is the first of two large invoices likely to hit the budget in FY24. $285,000 was budgeted in fund 5501, and the remainder of the cost will be covered in the general fund fixed asset line, assuming the Board approves this budget action.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board routinely reviews budget adjustments as new information becomes available and quotes become invoices.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Fire would not be able to cover the full cost of the first installment of the SCBA replacement.

FINANCIAL IMPACT

There is no impact to the general fund.

ATTACHMENTS

1. **Fire SCBAs**

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-551

MEETING: October 10, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Budget Action Transferring $80,000 from the Fire Volunteer Fire Personnel to the Fire General Equipment Fixed Asset Account to Cover the Additional Cost of the Self-Contained Breathing Apparatus Safety Equipment Which has Expired and is Essential Life Preserving Equipment (4/5th vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Transferring $80,000 from the Fire Volunteer Fire Personnel to the Fire General Equipment Fixed Asset Account to Cover the Additional Cost of the Self-Contained Breathing Apparatus Safety Equipment Which has Expired and is Essential Life Preserving Equipment (4/5th vote Required)

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BACKGROUND AND HISTORY OF BOARD ACTIONS

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ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Fire would not be able to cover the full cost of the first installment of the SCBA replacement.

FINANCIAL IMPACT

There is no impact to the general fund.

ATTACHMENTS

1. **Fire SCBAs**

VOTE RESULT

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

DocuSign Envelope ID: 74A1E223-BAEC-477F-8155-C0CCE65DE2AC

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	0228	51114	Volunteer Fire Personnel			80,000
1001	0228	70211	General Equipment		80,000	
				TOTALS	80,000	80,000

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

FISCAL YEAR FY24

DEPARTMENT HEAD SIGNATURE DATE

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DocuSigned by: 2E01D0C6E7564A5... DATE 9/27/2023 | 5:22 PM PDT

APPROVED BY RES NO. CLERK DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 07/2023

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: October 10, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: CAO (Purchasing Agent) Signed Agreements

RECOMMENDATION AND JUSTIFICATION

CAO (Purchasing Agent) Signed Agreements.

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

None

ATTACHMENTS

1. **CAO approved agreements 10-10-23 September Agreements**

BOARD REPORT ON CAO EXECUTED CONTRACTS CA.5

Board Agenda Item for October 10th, 2023

Contractor	Amount	Term	Service	Department
ExitCertified for Training	$10,465	9/13/23 to 9/12/24	ExitCertified for Training	Admin
CSAC EIA Public Risk Innovation Solutions and Management (Prism)	$50,000	7/1/23 to 6/30/26	Employee Assistance Program Renewal	Admin
California Reforestation	$32,000	1/15/23 to 6/30/23	Pest control of Noxious Weeds Grant # 20-1011-000-SA	AG
PRISM	$52,000	8/29/23 to 8/29/24	Risk Consulting Services	CoCo
Bryan B Cooper	$14,400	11/1/23 to 10/31/24	Lease	HHSA
Bill Hart and/or Sharon Hart	$20,400	4/15/23 to 4/14/24	Lease Unit A	HHSA
Elevation Behavioral Health	$45,000	9/15/23 to 11/30/23	Inpatient	HHSA
Bill Hart and/or Sharon Hart	$20,400	4/15/23 to 4/14/24	Lease Unit B	HHSA
Socorro E. Saavedra LCSW	$25,000	7/1/23 to 6/30/24	Supervision	HHSA
McGrady & Sons Heating & Cooling	$45,000	7/1/23 to 6/30/24	Repair Service	HHSA
A&K	$25,000	9/1/23 to 6/30/24	Planning Legal General Services	Planning
Advanced Chemical Transport Inc	$59,999	9/18/23 to 12/31/23	Sludge Removal	PW
Marine Industrial Tank	$3,750	9/25/23 to 12/31/23	Water Tank Inspection at Yosemite West Maintenance District	PW
Natural Environments Inc	$34,100	12/01/23 to 2/28/24	Generator Installation at Technical Services Office	PW
D.S.S. Private Security System	$25,000	7/1/23 to 6/30/24	Armed Security	SO

Sherman Antone Inc	$25,000	7/1/23 to 6/30/24	Armed Security	SO

APA= Assistant Purchasing Agent (Department Head)

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: October 10, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Department Head Signed Agreements

RECOMMENDATION AND JUSTIFICATION

Department Head Signed Agreements

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

ATTACHMENTS

1. **Department Head Approved Agreements October 10th 2023 September Agreements**

Department Head Approved Agrement

Board Agenda Item for October 10th, 2023

Contractor	Amount	Term	Service	Department
Central Star Behavioral Health	Pooled	7/1/23 to 6/30/24	Inpatient	HHSA
Crestwood Behavioral Health	Pooled	7/1/23 to 6/30/24	Pooled Inpatient	HHSA
Jason Swartz Dba Summit Electric	$10,000	9/1/23 to 10/31/23	Electrician	HHSA
Jennifer Buczko MA LPCC	$20,000	7/1/23 to 6/30/24	Professional Services- Counseling	HHSA
Celest Freemen	$2,000	8/20/23 to 6/30/24	Reading Workshops for Literacy Program	Library
Virginia Cole	$5,000	8/12/23 to 6/30/24	ESL Program Assistance	Library
Paul Carroll	$5,000	8/1/23 to 6/30/24	Positive Parenting Library Workshop	Library
RJ's Quality Painting	$13,740	8/22/23 to 10/1/23	Gateway Elements Mural Wall Preparation (Paseo)	Planning
RJ's Quality Painting	$15,240	8/22/23 to 10/1/23	Gateway Elements Mural Wall Preparation (Paseo)	Planning
Language Line Services, Inc	$12,000	4/01/23 to 6/30/25	Phone Interpreting	Probation
Jocelyn E. Roland PhD ABPP	$20,000	8/1/23 to 7/31/26	Professional Pre-Employment Psychological Screenings	Probation
Apollo Construction Services	$1,000	6/15/23 to 9/30/23	Technical Services Officer ADA Review	PW
Musco Lighting	$950	10/01/23 to 9/30/24	Light Scheduling at Various Parks in Mariposa	PW
Advanced IPM	$3,500	7/1/23 to 6/30/24	Pest Control Services at the Landfill	PW
Central Sierra Enterprise	$8,928	9/1/23 to 12/31/23	Tree Removal Services	PW
S&S Electric	$5,800	10/2/23 to 11/30/23	Electrical Work on Generator at District Attorney's Office	PW
Marine Industrial Tank	$3,750	9/25/23 to 12/31/23	Water Tank Inspection at Yosemite West Maintenance District	PW

Tri-County Pump & Well Service	$10,750	8/11/23 to 9/30/23	Well Pump Installation at Midpines Park	PW
Yosemite Fire & Security	$20,000	9/13/23 to 6/30/24	Fire Extinguishers	SO
APA= Assistant Purchasing Agent (Department Head)				

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: October 10, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Receive the List of Software License Agreements Entered into by the CAO (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in September of 2023

RECOMMENDATION AND JUSTIFICATION

Receive the List of Software License Agreements Entered into by the CAO (Purchasing Agent) Pursuant to Resolution 22-116 Entered Into, Received and Processed in September of 2023.
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 License Agreements Executed Agreements 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

None

ATTACHMENTS

1. **Software as a Licence Report 10-10-23**

Software Report

Board Agenda Item for October 10th 2023

Contractor	Amount	Term	Service	Department
CDWG for Symantec Licenses	$12,724	7/21/23 to 7/22/24	CDWG for Symantic Licenses	Admin
Dasher for Ruckus Support Renewal	$2,560	7/10/23 to 7/9/24	Ruckus Support Renewal	Admin
Lansweeper for Scanning Software	$2,175	9/28/23 to 9/27/23	Lansweepe Scanning Software	Admin
Archive Social Agreement	$7,188	5/14/23 to 5/13/24	Software Services	COB
Lexipol LLC	$3,029	10/1/23 to 9/30/26	Annual Law Enforcement Policy & DTB Subscription	DA
TracNet for IBM Maintenance	$6,182	9/12/23 to 9/11/23	TracNet for IBM Maintenance	IT
Tangent for Email Filtering Services	$6,495	10/15/23 to 10/14/24	Tangent for Email Filtering Services	IT
Thomas Reuters (WestLaw)	$6,192	13 months from payment	Legal Database for Public Use	Library
Swank Movie Licensing USA	$1,425	6/30/23 to 6/29/24	Movie Licenses for Public Film Showing	Library
Acurint Lexis Nexis Risk Solutions	$20,000	4/1/23 to 6/30/25	Public Records Data Base	Probation
Cascade Software System	$20,391	7/1/23 to 6/30/24	WinCAMS Annual Maintenance	PW

APA= Assistant Purchasing Agent (Department Head)

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: October 10, 2023

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

None.

ATTACHMENTS

1. **9-11-23 IHSS Advisory Committee Meeting - Minutes**
2. **MCFAC - 2023-08_Minutes (1)**

In-Home Supportive Services

Public Authority Advisory Committee

of Mariposa County

Post Office Box 99

Mariposa, CA 95338

(209) 966-2000

MINUTES (DRAFT)

Monday, September 11th, 2023

Members Present: DH, Eva Adams, Mark Pina & Mary Wilson

Members Absent: Darlene Miles

Union Representative(s): N/A

Staff Present: Janet Gass & Jason Allen

Board Of Supervisors (BOS) Liaison(s): N/A

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 1:32PM by Chair DH. The Committee proceeded to consider the agenda and the following actions were taken or direction given:

1. Public Comments:
    a. Mary W. mentioned that she heard from her neighbor's provider that people are still not excited about the check-in / check-out process.
2. Approvals:
    a. September 11th, 2023 Agenda:
        i. By unanimous vote, the committee approved the motion of Mary with a second by Eva, to approve the September 11th, 2023 agenda.
    b. August 14th., 2023 Minutes:
        i. By unanimous vote, the committee approved the motion of Mary, with a second by Eva, to approve the August 14th, 2023 Minutes.
3. UDWA - Union Status Update:
    a. N/A
4. New Business:
    a. N/A
5. Updates
    a. Rosemarie Smallcombe - Board of Supervisors (BOS):
        i. Rosemarie was absent from this meeting.
    b. Christy – IHSS:
        i. Currently have about 310 IHSS cases.

ii. IHSS has been averaging about 8 new applications a month.

iii. If an IHSS application is denied, it is usually because a completed med certification is not received, or the individual didn't get active Medi-Cal established within the required time frame. Sometimes the applicant enters long term care before a home visit has been conducted. In that case, the application would be denied because the applicant is no longer in their own home.

iv. IHSS/ Public Authority information was available at the Mariposa County Fair again this year. Janet and Rachel helped staff the booth and were available to help answer questions about IHSS programs.

c. Janet – Public Authority:

i. Still searching for providers.

ii. Recently met someone with 14 years of experience to refer out as a registry provider.

6. Financial Update: Coming in October 2023

7. Next Scheduled Meeting Date: October 10th, 2023 (October 9th is a holiday!)

8. Adjournment: @ 1:45PM

Mariposa County Fire Advisory Committee
Minutes, August 16, 2023

1. **Roll Call – Secretary:** Steve Ward, Glenn Cahill, Hannah Harrison, Russ Marks, Wayne Forsythe, Danette Toso, Erin Capucino, Will Fassett, Jon Patton, Melinda Barrett, Alison Deak, Mike Keyser, Wes Smith, Raquel Sandoval, Christina Decko, Gary Colliver, Barbara Cone, Tara Fouch-Moore

2. **Approval of Minutes: July 19, 2023**
   Motion by Melinda Barrett, seconded by Melinda Barrett, Approved Unanimously

3. **Public comments:**
   Albert Boyd: Is there any way to address fines for defensible space and are there any fines being given?

   Response (Mike Keyser): the first conviction is between $100 & $500, second conviction is $250-500, the third bill will be for the cost of hiring a contractor to clean up the property and the property owner will receive a misdemeanor (the first two notices are infractions).

   A copy of PRC 4291 was sent out to the committee following the meeting

4. **Discussion and Possible Action/Recommendations:**
   a. **Official introduction of John Patton as Wildfire Mitigation Coordinator and CWPP update.**
      Wildfire Mitigation Coordinator: John Patton hired through grant and officially came on board Aug 1. He has already begun working with Hannah at Planning on the CWPP.

      CWPP Updates: Table 9 document in part 4 of the CWPP is a guiding document for implementation plan. John is hoping to have up a spreadsheet where MCFAC members can update progress on meeting implementation goals within the next month and asked the committee to update with progress, initials, and date in progress notes section for each item. He will continue to clean and update the spreadsheet through time.

   b. **Formation of IRWIN project privatization scoring sheet working group**
      The ad-hoc committee needs to have a specific purpose – it could be coming up with a scoring criteria, prioritization, and tracking sheet. Steve Ward said he would like this to be a standing ad-hoc group for bringing projects back to MCFAC that have been prioritized and this could be down by having the ad-hoc be re-tasked at every meeting to meet the Brown Act requirements and the ad-hoc will need to give reports to be recorded each month during MCFAC. Melinda Barrett said that IRWIN has a list of criteria that we could be modified to fit needs of MCFAC for prioritization based on the CWPP, CAL FIRE Unit Plan, and other plans. This will also allow for reducing competition for grants based on prioritization.

The ad-hoc committee will be led by John Patton with Erin Capucino, Melinda Barrett, John Patton, Will Fassett, and Barbara Cone elected as members. Their task will be to develop a scoring sheet to prioritize projects.

c. **Update from Regional Resilience Grant Program (RRPG) grant ad-hoc committee.**
The ad-hoc committee discussed the RRPG grant for access ingress/egress for non-county maintained roads and OES will be pursuing an implementation grant for $3 million. A CSGC Planning grant for a Community Resiliency Center and Incident Command Center was also discussed.

Steve Ward: The Castle handcrew battalion chief reached out interested in engaging with public works to improve ingress/egress on county roads. CAL FIRE handcrews will likely engage to begin working on this. Barbara cone responded that the hours should be tracked for match/in-kind on grants. Melinda Barret offered to share a map with high/very-high hazard roads that was created through a previous grant.

d. **Update on fire fee study discussion with the BOS regarding fees for service of plan review and inspections.**
A fee study was conducted to compare fees for fire inspections with other counties, although Mariposa County is hard to compare because there is only one fire department. The board decided to not move forward with additional fees for development permits and will work with inspectors to understand what non-mandatory inspections (for businesses, restaurants, assemblies) are appropriate. Currently building inspectors only inspect new construction or remodels and complete mandatory inspections of schools, jails, and hospitals. Steve Ward's recommendation, initially, was for business inspections to be completed across the downtown area to assess fire risk because they are important for firefighter safety by helping them be familiar with buildings during structure response and because a fire could impact a lot of businesses due to the construction style of buildings downtown. However, a concern is that inspections could impact businesses by having their insurance rates or rent raised and could make them liable if a fire were to occur due to a known issue. Steve would like to make a recommendation to the board for what inspections should be done. The board wants to be a partner to educate businesses and make them safer; not to fine businesses. The committee discussed how an education campaign may make more sense than formal inspections.

A follow-up to this discussion to make a recommendation to board was added to as an item to the September meeting.

5. Updates, Activity Reports and Future Items

a. Updates

Steve Ward, County Fire: Interviews ongoing for office assistant. Spring Hill Facility has been surplused but there are still no updates and the property hasn't been put up on market. The county will likely be purchasing the property for fire and other entities to

use. He would like to have new buildings built on the property and have current buildings refurbished (could be funded through grants).

Glenn Cahill, Sierra Tel: Continuing to complete fiber in the ground. Projected to be completed by end of year.

Hannah Harrison, Planning: Planning will continue to work with John on CWPP updates

Russ Marks, Public Works: Public Works is hiring seven additional road staff, for a total of 22 staff. They are still trying to mitigate storm damage so roadside brushing has taken a backseat until staff are in place.

Erin Capucino, YS RC&DC: Awarded CAL FIRE grant for Homestead/Boyer Rd. fuels reduction project and will begin working on planning. Erin said YSRCDC is here to help and support partners in Mariposa County with grant writing.

Will Fassett, County Grants: Recently had a conversation with EDA about facility grant program for roads and water disaster planning. USDA CDWG grant (deadline: Oct. 31), should be discussed during ad-hoc committee because ideas are needed.

Jon Patton, County Fire: Sent out a request for information on grants that MCFAC members are working on. The goal is to have a central place to know what projects/grants are going on to share out with MCFAC soon. Please ensure sure you are comfortable sharing that information before submitting. He has created a form to add new grant submissions and an additional forms for updated grants that will be shared. Reach out to John with questions/comments.

Melinda Barrett, Mariposa RCD: Will be meeting with Supervisors Forsythe and Toso to discuss community choice aggregation and is setting up another meeting with Supervisor Smallcombe and Dallin Kimble to discuss further.

Alison Deak, UCCE: CAL FIRE grant was funded for the prescribed burn association and are currently working to rehire a PBA coordinator using Mariposa County funding.

Wes Smith, OES: OES will be applying for Community Resiliency Center grant and is awaiting approval on the Creekway project. Submitting implementation grant for Ingress/Egress and CSGC Planning Grant for CRC / ICC.

Christina Decko, Cal Trans: Fuel reduction contract coming on board by October of this year and should be able to work in Mariposa County on SR-49 next October.

Gary Colliver, Public: No comment

Barbara Cone, Mariposa Fire Safe Council: Awarded both CAL FIRE grants for Bumguardner Ridge fuel break and Lushmeadows phase 1 ladder fuels projects. Currently closing out two other CAL FIRE grants: Stumpfield fuel break and Foran Fuel Reducation project and also closing out the Wagner Ridge Fuel Break Project. FSC completed the bid for three quarters of Bullion Ridge and will be reaching out to winning bidder today. Alta Vista Fuel Break project is continuing. Still waiting to hear back for California Fire Foundation grant for Fremont project planning near. Funding for next round of Cal Fire funding opens next month and the FSC is considering their next two applications for CAL FIRE and thinking about priorities, which could include but is not limited to: Lushmeadows phase 2, Fremont implementation, master fuel break continuation from river to Coulterville, Shafer Rd from Silva to Allred.

Tara Fouch-Moore, Southern Sierra Miwuk: No updates

b. Any future agenda items:
    i. Discussion and recommendation for non-mandatory fire inspections
    ii. Ad-hoc committee updates on scoring sheet
    iii. Discussion of applications for upcoming CAL FIRE grant

6. Adjourn

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-552

MEETING: October 10, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve an Agreement with Willow Glen Care Center for the Amount of $300,000 for Residential Care Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Willow Glen Care Center for the Amount of $300,000 for Residential Care Services, Effective July 1, 2023 Through June 30, 2024; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The County does not operate inpatient mental health rehabilitation facilities and therefore contracts for such placements. Multiple contracts are necessary to meet the potential need for mental health emergency services because beds are in short supply throughout California. If the County limits the number of contracts, there would likely come a time that someone is in danger to themselves or others, and no bed space would be available.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the Agreement with Willow Glen Care Center on July 12, 2022 through Resolution No. 2022-407.

The Board of Supervisors approved the First Amendment to Agreement with Willow Glen Care Center on May 16, 2023 through Resolution No. 2023-296.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the agreement is not approved, Behavioral Health crisis response workers may have greater difficulty in finding placements for Mariposa community members who require emergency psychiatric hospitalization.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. **Willow Glen Agreement 2024**

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-552

MEETING: October 10, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve an Agreement with Willow Glen Care Center for the Amount of $300,000 for Residential Care Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

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If the agreement is not approved, Behavioral Health crisis response workers may have greater difficulty in finding placements for Mariposa community members who require emergency psychiatric hospitalization.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. **Willow Glen Agreement 2024**

VOTE RESULT

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

AGREEMENT FOR RESIDENTIAL CARE SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20__, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Willow Glen Care Center ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

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

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $300,000 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Willow Glen Care Center
1547 Plumas Ct
Yuba City, CA 95991

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

12. COMPLIANCE

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

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Jeff Payne, Executive Director Willow Glen Care Center
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Exhibit A
SCOPE OF WORK

Introduction

The Willow Glen Care Center operates 24- hour residential care facilities for adults and the elderly with mental health conditions, including a licensed 60 bed Residential Care Facility for the elderly and a licensed 56 bed Adult Residential Facility, in Yuba City, California. The facilities are licensed by the Community Care licensing Division of the California Department of Social Services. The center specializes in serving elderly and adults with dementia and other mental health conditions. Willow Glen Care Center is operated by a nonprofit, 501(c)(3) corporation in California.

The Center's facilities provider specialized residential care programs with a primary focus of continuous diagnostic assessment of the individual's mental health status, prevention of a mental health crisis, stabilization and maintenance of the mental health condition, and transitional planning with appropriate referrals to the least restrictive level of care. Included are four distinct programs within the facility that specialize in providing program elements to meet the individual needs of each resident. Willow Glen Care Center coordinates with County Mental Health Agencies or other community mental health providers to ensure that residents are placed in the program which best matches the resident's physical and mental health needs.

Admission Criteria

Willow Glen Care Center is intended for individuals who have an identifiable mental health condition or crisis, requiring temporary, or long-term placement outside of their home. Willow Glen accepts "voluntary" and "conserved" elderly and adult residents who are referred from County Mental Health Agencies or community mental health providers who meet the admission criteria established for this program.

Programs

Intensive Residential Care Program

The Intensive Residential Care (IRC) Program is a program in the Willow Glen Care Center facility specializing in residential care for chronically mentally ill elderly and adults who are unable to maintain traditional residential placement because of chronic behavioral problems. It is oriented to those residents who need an intermediate placement before returning to a board and care, or those who are transitioning from an acute psychiatric inpatient program, I.M.D. or State Hospital.

The IRC program provides intensive staff supervision, continuous resident redirection, increased social interaction with peers and staff, structured opportunities for development of social skills, a safe environment to explore and improve functional capacities and preparation for transition to a lower level of care.

The primary objective of the IRC program is to assess and evaluate each resident and develop an individualized care plan focusing on maintaining psychiatric stability and assisting the resident to preserve placement at the lowest level of care possible.

Residents in the IRC program are reviewed weekly by the multidisciplinary team to determine the resident's progress and to facilitate and develop a transition plan to a lower level of care when appropriate.

Willow Glen Program

This Willow Glen Program is a program in the Willow Glen Care Center facility designed to meet the unique needs of both long-term residents who require intermediate physical and mental health care and those residents who are actively progresssing to a lower level of care. The program will offer long-term residents a safe, secure, and comfortable environment while continuing to encourage independence, self-awareness, and goal setting. Continuous assessment of long-term resident's needs will be provided with an emphasis on the support necessary to assist the resident toward stabilization and successful functioning in the least restrictive environment possible.

Residents who have stabilized their condition will be encouraged to progress to a lower level of care. Residents are expected to be proactive with their personal mental health issues, including medication management, interpersonal skill development and self-advocacy. The program incorporates principles of wellness and recovery to enhance the resident's sense of overall well-being by actively working on improved self-esteem, empowerment, autonomy, and hope.

Residents will be assessed monthly and reviewed by the interdisciplinary treatment team with a recommendation for transition to a lower level of care when indicated.

Golden Beginnings Program

The Golden Beginnings program is a program in the Willow Glen Care Center facility designed to meet the unique needs of the elderly resident with dementia or chronic mental illness. The program recognizes that this important life stage is one where residents seek relaxation, reflection, and focus on the pleasures of life. The program provides an environment that assists the elderly mentally ill to recognize and cope with the challenges of aging with dementia or mental illness while preserving the residents' personal sense of dignity.

Golden Beginnings will address these specific issues by providing a welcoming environment that seeks to minimize the loss of physical or cognitive abilities. Era familiar décor is utilized to stimulate cognitive functioning and create a sense of belonging and diminish feelings of alienation that come with aging. Access to adaptive equipment and techniques that allow the resident to maintain independence will be available to minimize the decline of physical abilities. Medication management, dietary management, and health monitoring are followed closely by the multidisciplinary treatment team to ensure the needs of the elderly resident are met.

Goden Beginnings is designed for long-term residents, however those residents requiring temporary assistance for recovery from illness, or psychiatric emergencies, are also eligible for placement. Residents will be discharged or transferred from this program when the resident no

longer requires specialty services or needs a higher level of medical or psychiatric care. The desired outcome for residents is a successful, stable placement in a long-term care program that provides a safe environment and specialty mental health services while assisting the resident to maintain a personal sense of dignity.

Rosewood Program

The Rosewood Program is an adult residential facility within Willow Glen Care Center specializing in serving adults with mental health conditions. The program adopts the principles of wellness and recovery and is focused on returning residents to their communities into lower levels of care.

The program combines psychopharmacologic, cognitive and behavioral management along with introductory to advanced life skills education and training to provide individualized care that will aid residents to obtain their optimal level of functioning, including assisting residents to better manage their mental illness, make informed decisions about their treatment, pursue their own goals for recovery, and promoting overall wellness by assisting residents to develop the necessary skills to gain further independence.

The program offers structure, support and guidance for the needs of each resident and values and encourages resident involvement in the management of their mental health condition and overall well-being. Residents participate in a wide range of regularly scheduled strength-based groups and activities that prepare them to move back into their communities or to improve overall functioning.

The desired outcome for residents and their families is the resident's return to their home community or successful placement in a transitional or long term care program that provides a safe environment, specialty mental health services, self-respect and personal dignity and hope.

HIPAA Compliance

Willow Glen Care Center agrees to the extent required by 42 U.S.C. 1171 Et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity contractor performs on behalf of County, to the extent County would be required to comply with such requirements. Agrees to train all staff on policies and procedures regarding PHI as necessary and appropriate for them to carry out their functions. Only encrypted PHY as specified in the HIPAA security rule be disclosed via email. Unsecured PHI will not be disclosed via email.

Security Breaches

All security breaches will be reported immediately to the Quality Assurance unit and DHCS via phone, fax, or mail within 48 hours (as defined by the HITECH Act).

Outgoing Patient Policy

Willow Glen Care Center agrees to prescribe 30-day supply of required medications to HHSA clients upon discharge from Contractor's Facility.

Exhibit B
COST PROPOSAL

The daily residential care facility rate plan is tier-based and reflected in the table below for FY 2024. The monthly rates for Board are Care are $1,069.37 for clients with one check and $1,089.37 for clients with two checks. Declaration evaluation costs are assessed at $150.00 per evaluation. These rates may fluctuate up to 10% based on the state approved rates in effect on the date of service.

Number of Client	Rate
0-69	$220.00
70-84	$210.00
85-100	$185.00

The total amount of the agreement is not to exceed $300,000.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-553

MEETING:	October 10, 2023
TO:	The Board of Supervisors
FROM:	Joe Lynch, Director of Health and Human Services
RE:	Approve a Services Agreement with Cerner for Electronic Health Record Information System Technical Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve a Services Agreement with Cerner for Electronic Health Record Information System Technical Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Cerner provides extensive support and hosting of the Anasazi Electronic Health Record Information System that is essential to the operation of Mariposa County HHSA's Health Services division. It is more cost efficient for the County to contract with Cerner to support the Anasazi system than attempt to duplicate their services. The costs for additional qualified Information Technology (IT) personnel, information security, and equipment would exceed the costs of this contract.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors does not have a prior history with Cerner.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this Agreement is not approved, the Health Services division would be without historical information required for the electronic health record transition and for audits and would be unable to complete any final billing associated with these services.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. **Cerner Services Agreement - Final**

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-553

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FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. **Cerner Services Agreement - Final**

VOTE RESULT

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

CERNER SERVICES AGREEMENT

This Cerner Services Agreement (the "Agreement") is made on September 13, 2023 ("Effective Date"), between

County of Mariposa ("Client")

with its principal place of business at:

5362 Lemee Lane
Mariposa, CA 95338, United States
Telephone: 209-966-2000

and

Cerner Corporation ("Cerner")

a Delaware corporation with its principal place of business at:

8779 Hillcrest Road
Kansas City, MO 64138, United States
Telephone: (816) 221-1024

This Agreement consists of the following documents:

- Basic Terms and Conditions

COUNTY OF MARIPOSA

Authorized Signatory: _____
(signature)

Miles Menetrey
(printed name)

Title: Chair, Board of Supervisors

CERNER CORPORATION

Authorized Signatory: __

Teresa Waller

Title: __ Sr. Director, Contract Management

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BASIC TERMS AND CONDITIONS

1. SERVICES

1.1 **Services.** Cerner agrees to provide the Services set forth in each Ordering Document. Cerner uses a shared computing utility to deliver certain Services. Cerner may leverage a public cloud infrastructure to provide the Services.

1.2 **Data Security.** Cerner has implemented reasonable security measures, systems, and procedures designed to protect against anticipated threats or hazards to the security or integrity of Client's Confidential Information. Cerner agrees to undergo an annual SSAE-18 review (or industry equivalent) of its data center operations. Upon request by Client, Cerner will provide a copy of the most recent service auditor's report.

1.3 **Client Responsibilities.** Client will not and will use reasonable efforts to ensure that its Users do not: (i) sell, resell, lease, lend, or otherwise make available the Services in whole or in part to a third party; (ii) modify, adapt, translate, or make derivative works of the Services; (iii) transmit any viruses or programming routines intended to damage, surreptitiously intercept, or expropriate any system, data, or personal information; or (iv) sublicense or operate the Services for timesharing, rental, outsourcing, or service bureau operations, or to train persons other than its Users. Client will manage and maintain communications, connections, and devices for its Users at all locations. Client will also: (a) credential all Users and determine the correct privileges for each User, (b) use reasonable efforts to ensure that all Users use the Services in accordance with the Documentation and for no other purpose, and (c) be responsible for any activities that occur under the Client's or Users' accounts or passwords. Client will use reasonable efforts to prevent unauthorized use of the Services, and to terminate any unauthorized use. Client will promptly notify Cerner of any unauthorized use of, or access to, the Services of which it becomes aware. Client agrees to provide information requested by Cerner to verify Client's compliance with this Agreement. Client is also responsible for its security and privacy compliance, including obtaining consents and authorizations where necessary, and implementing reasonable security capabilities and policies and procedures to minimize or prevent unlawful access by Client or its Users, and access by unauthorized persons.

1.4 **Suspension of Services.** If (i) there is any threat to the security of Cerner's systems or the Services, or (ii) Client's undisputed invoices are 60 days or more overdue, in addition to any other rights and remedies (including termination rights), Cerner may, upon notice to Client, suspend the Services without liability to Client until all issues are resolved to Cerner's reasonable satisfaction.

2. THIRD-PARTY SOFTWARE, SERVICES, AND EQUIPMENT

2.1 **Pass-Through Provisions.** Third-Party Services and Equipment will be provided under the applicable terms required by the third-party supplier. The Ordering Document will identify applicable pass-through terms which will be available on Cerner's website (https://passthroughprovisions.cerner.com/).

2.2 **Equipment.** The Equipment is priced FOB the supplier's point of origin. Cerner will arrange, pre-pay, and invoice Client for shipping and in-transit insurance for the Equipment. If Client has agreed in writing to a shipment date, Client agrees to pay all cancellation, re-stocking, storage and additional transportation fees due to the return or re-routing of Equipment. Cerner retains a security interest in each item of Equipment until Client pays for the Equipment.

3. PAYMENTS

3.1 **Payment.** Client will pay all invoices within thirty (30) days after receipt. Client will pay a finance charge on all undisputed amounts that are more than forty-five (45) days past due at a rate of interest equal to the lesser of 1.5% per month or the maximum permissible legal rate. Client will reimburse Cerner for reasonable collection costs, including attorneys' fees, for past due amounts.

3.2 **Taxes.** Client will pay all taxes imposed in conjunction with this Agreement, including, but not limited to, sales, use, excise, and similar taxes based on or measured by charges payable under this Agreement and imposed under authority

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of federal, state, or local taxing jurisdictions, but excluding foreign, federal, state, and local taxes on Cerner's net income or corporate existence. If tax exempt, Client will provide Cerner a copy of its sales tax exemption certificate.

3.3 **Reimbursable Expenses.** Client agrees to reimburse Cerner for the following travel expenses incurred by Cerner in its performance of Services: (a) air travel, not to exceed the coach class rate; (b) auto rentals; (c) lodging and miscellaneous expenses, such as parking, taxi fares, and fuel; and (d) a per diem rate for meals, as published and updated by the U.S. General Services Administration.

3.4 **Assignment of Payments.** Client agrees that Cerner may assign its interest in or otherwise grant a security interest in payments due pursuant to this Agreement in whole or in part to an assignee. Client will promptly acknowledge each assignment or granting of a security interest. Cerner will continue to perform its obligations under this Agreement following an assignment of payments or granting of a security interest.

4. WARRANTY, INDEMNITY, AND LIABILITY LIMITATION

4.1 **Services Warranty.** Cerner warrants that it will perform the Cerner Services in a professional manner in accordance with the applicable Solution Description.

4.2 **Disclaimer of All Other Warranties.** Cerner makes no representations or warranties concerning the Equipment or Third-Party Services. THE FOREGOING WARRANTIES ARE IN LIEU OF, AND CERNER DISCLAIMS, ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE; ANY WARRANTY ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE; AND ANY IMPLIED WARRANTY OF NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. CERNER DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED, THAT ALL DEFECTS WILL BE CORRECTED, OR WILL MEET CLIENT'S REQUIREMENTS. CERNER DOES NOT WARRANT THAT ANY ALERTS OR OTHER INFORMATION PROVIDED THROUGH THE SERVICES HAVE THE ABILITY TO IMPROVE THE HEALTH STATUS OF A PATIENT OR SAVE PATIENT LIVES. THE SERVICES AND CONTENT ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS AND SUBJECT TO TIME DELAYS.

4.3 **Cerner Indemnity.** Cerner will defend, indemnify, and hold Client and its officers, directors, employees, and agents harmless from and against third-party claims, liabilities, obligations, judgments, and causes of actions ("Third-Party Claims") and associated costs and expenses (including reasonable attorneys' fees) to the extent arising out of (a) Cerner's negligence or willful misconduct in providing the Cerner Services, or (b) an allegation that the Cerner Services infringe a third party's U.S. patent, trademark, or copyright. Cerner's indemnification obligation will not apply to the extent that the Third-Party Claim is based on: (i) the use of the Cerner Services in combination with any product, service, or activity (or any part thereof) not furnished, performed or recommended in writing by Cerner; (ii) the use of the Cerner Services in violation of this Agreement; or (iii) third-party content supplied or transmitted by Client or Users. If there is a Third-Party Claim relating to Client's use of the Cerner Services due to an infringement, or if, in Cerner's opinion, any of the Cerner Services are likely to become the subject of a Third-Party Claim of infringement, Cerner will, at its option and expense, and as Client's sole and exclusive remedy, use reasonable efforts to procure the right for Client to use, replace, or modify the Cerner Services that are the subject of the infringement Third-Party Claim so that they become non-infringing or terminate the Cerner Services and provide Client with a refund of any prepaid amounts for Cerner Services not yet performed.

4.4 **Client Indemnity.** Client will defend, indemnify, and hold Cerner and its officers, directors, employees, and agents harmless from and against Third-Party Claims and associated costs and expenses (including reasonable attorneys' fees) arising out of the use of the Services by Client; provided however, that the foregoing indemnity will not apply to the extent Client has used the Services in accordance with the Documentation and applicable standards of good clinical practice, and the proximate and direct cause of the Third-Party Claim is Cerner's negligence or willful misconduct in providing the Cerner Services.

4.5 **Indemnification Process.** To be indemnified, the party seeking indemnification must: (i) give the other party timely written notice of the Third-Party Claim (unless the other party already has notice of the Third-Party Claim); (ii) give the indemnifying party authority, information, and assistance for the Third-Party Claim's defense and settlement; and (iii) not materially prejudice the indemnifying party's ability to satisfactorily defend or settle the Third-Party Claim. The

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indemnifying party has the right, at its option, to defend the Third-Party Claim at its own expense and with its own counsel. The indemnifying party has the right to settle the claim without the indemnified party's consent so long as the settlement does not require the indemnified party to pay any money or admit fault. The indemnified party will have the right, at its option, to participate in the defense of the Third-Party Claim, with its own counsel and at its own expense, but the indemnifying party will retain control of the Third-Party Claim's defense.

4.6 **Limitation of Liability.** EXCEPT FOR INDEMNIFICATION OBLIGATIONS AND PAYMENT OF FEES DUE UNDER THIS AGREEMENT, NEITHER PARTY IS LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY. THE EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS; LOSS OF SAVINGS OR REVENUE; LOSS OF USE OF THE EQUIPMENT, SOFTWARE, SERVICES, OR DATA; COST OF CAPITAL; COST OF ANY SUBSTITUTE EQUIPMENT, FACILITIES, OR SERVICES; THIRD PARTY CONSEQUENTIAL DAMAGES; AND INJURY TO PROPERTY. Cerner is not liable for any damages of any kind or nature related to or arising out of the Third-Party Services or Equipment. Any liability limitations set forth in the third-party pass-through provisions state the maximum liability of the applicable supplier with respect to that product or service. Notwithstanding any other provision herein, Cerner's maximum liability for any claim or series of related claims arising under this Agreement is limited to the amount paid by Client to Cerner for the affected Cerner Services during the 12 months preceding the event giving rise to the claim.

4.7 **Force Majeure.** Except for obligations to pay for Services performed and products delivered, neither party will be responsible for failing to perform due to causes beyond its reasonable control, including, but not limited to, failures by Cerner's suppliers or subcontractors, war, sabotage, riots, civil disobedience, acts of governments and government agencies, labor disputes, accidents, fires, acts of terrorism, or natural disasters. The delayed party will perform its obligations within a reasonable time after the cause of the failure has been remedied, and the other party will accept the delayed performance.

4.8 **Limitation on Actions.** Neither party may bring any action arising out of any transaction (other than failures to pay) under this Agreement more than one year after the cause of action accrues.

5. GENERAL PROVISIONS

5.1 **Termination of the Agreement.** This Agreement remains effective until all Services expire or are terminated in accordance with this Agreement.

A. Termination of Agreement. Either party may terminate this Agreement if the other party materially breaches this Agreement by sending a notice specifying each breach with reasonable detail and this Agreement will be terminated, unless (i) the breaching party cures the breach within 30 days following receipt of the notice, or (ii) with respect to a breach which may not reasonably be cured within a 30-day period, the breaching party commences, is diligently pursuing cure of, and cures the breach as soon as practical.

B. Termination of Ordering Documents. Either party may terminate an Ordering Document if the other party materially breaches any provision of the Ordering Document (including any terms of this Agreement applicable to the Ordering Document) so long as the terminating party sends a notice of termination to the other party specifying each breach. The applicable Ordering Document (and any associated Services) will be terminated 30 days following delivery of the notice unless the breach is cured within the 30-day period.

C. Termination. Upon termination, Client will pay for all Services provided up to the date of termination and all other amounts owed under this Agreement including, but not limited to, fees due for the remaining contracted term (or renewal term) for the applicable Services. In addition, Client will immediately cease all use of the Services and each party will promptly destroy all copies of the other party's Confidential Information.

5.2 **Arbitration and Injunctive Relief.** Cerner and Client will work cooperatively to resolve any dispute arising out of or relating to this Agreement (including claims relating to the negotiations and the inducement to enter into the Agreement) ("**Dispute**") amicably at appropriate management levels. If a Dispute remains unresolved and a party wishes to escalate to a formal dispute resolution forum, the party will submit the Dispute to binding arbitration at a site in the Kansas City, Missouri metropolitan area under the Federal Arbitration Act ("**FAA**") and under the then-current Commercial Arbitration

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Rules of the American Arbitration Association, Inc. ("**AAA**"). The arbitrator(s) will follow the Federal Rules of Evidence. The provisions of this Agreement will control over both the rules and procedures of the FAA, AAA, and Federal Rules of Evidence. No arbitration proceeding will include class action arbitration. The parties will share equally in the fees and expenses of the arbitrator(s) and the cost of the facilities used for the arbitration hearing, but will otherwise bear their respective fees, expenses, and costs incurred in connection with the arbitration. Judgment on any arbitration award, including damages, may be entered and enforced in any U.S. court having jurisdiction. Each party acknowledges that any breach of its obligations with respect to the other party's intellectual property rights will result in an irreparable injury for which money damages will not be an adequate remedy and that the non-breaching party is entitled to injunctive relief in addition to any other relief a court may deem proper.

5.3 **Availability of Records.** Until 4 years after the furnishing of services hereunder, Cerner will make available to the Secretary of the Department of Health and Human Services and the U.S. Comptroller General, or their representatives, its books, documents, and records necessary to verify the nature and extent of the costs of those services, in accordance with Section 952 of the Omnibus Reconciliation Act of 1980.

5.4 **Information Management Tools.** Client acknowledges and agrees that the Services are information management tools, many of which contemplate and require the involvement of professional medical personnel, and because medical information changes rapidly, some of the medical information and formulas may be out of date. Information provided is not intended to be a substitute for the advice and professional judgment of a physician or other professional medical personnel. Client acknowledges and agrees that physicians and other medical personnel should never delay treatment or make a treatment decision based solely upon information provided through the Services. Client further acknowledges and agrees that the Services are not intended to diagnose disease, prescribe treatment, or perform any other tasks that constitute or may constitute the practice of medicine or of other professional or academic disciplines.

5.5 **Intellectual Property.** Cerner retains all right, title, and interest, including intellectual property rights and all other rights, in the Services and Work Product. Cerner grants to Client a non-exclusive, non-transferable license to use Work Product for Client's own internal purposes in conjunction with the Services and for no other purpose.

5.6 **Confidentiality.** Except as permitted under this Agreement or as otherwise necessary to perform its obligations hereunder, Cerner and Client will not – nor will they permit their respective employees, agents, attorneys, or independent contractors to – disclose, use, distribute, sell, license, publish, or otherwise make available Confidential Information of the other party. Cerner and Client will each (a) secure and protect the other party's Confidential Information using the same or greater level of care that it uses to protect its own confidential and proprietary information of like kind, but no less than a reasonable degree of care, and (b) require their respective employees, agents, attorneys, and independent contractors who have a need to access Confidential Information to be bound by confidentiality obligations sufficient to protect the Confidential Information. Client will use Cerner Confidential Information accessed on restricted portions of Cerner.com only for the purpose of supporting its permitted use of the Services. Either party may disclose the other party's Confidential Information to the extent required by applicable law or regulation (including without limitation any applicable Freedom of Information Act or sunshine law) or by order of a court or other governmental entity, in which case the disclosing party will notify the other party as soon as practicable prior to the disclosure and no later than 5 business days after receipt of the order or request.

5.7 **HIPAA.** For Services requiring Cerner's use or disclosure of "protected health information" as defined under HIPAA, the parties agree to comply with the then-current terms and conditions of the Business Associate Agreement (available at https://store.cerner.com/contracts/baa.pdf or www.cerner.com).

5.8 **Access to Data.** Cerner may use and disclose the Data for purposes permitted by HIPAA, and as necessary to perform and improve the Services or as agreed upon in an Ordering Document. Client agrees that Cerner may use and disclose performance and usage data for any purpose permitted by law so long as the data does not contain protected health information (as defined under HIPAA) or Client-specific identifiable information. In addition, Cerner may de-identify Data in accordance with the standards set forth in 45 C.F.R. 164.514(b) and may use and disclose such Data unless prohibited by applicable law.

5.9 **Notices.** All notices, requests, demands, or other communications relating to the other party's failure to perform or which otherwise affect either party's rights under this Agreement will be deemed properly given when furnished by receipted hand-delivery to the other party, deposited with an express courier, or deposited with the U.S. Postal Service (postage prepaid, certified mail, return receipt requested). The sender will address all notices, requests, demands, or other

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communications to the recipient's address as set forth on the signature page, and in the case of Cerner, to the attention of President; in the case of Client, to the attention of

Joe Lynch, Director
Mariposa County Health and Human Services Agency
PO Box 99
Mariposa, CA 95338

5.10 **Governing Law.** This Agreement will be governed by, construed, interpreted, and enforced in accordance with the laws of the State of Missouri, excluding Missouri's conflict of laws rules that would apply the substantive law of another jurisdiction.

5.11 **Severability.** This Agreement obligates the parties only to the extent that its provisions are lawful. Any provision prohibited by law will be ineffective (but only to the extent that, and in the locations where, the prohibition is applicable). The remainder of the Agreement will remain in full force and effect if the Agreement can continue to be performed in furtherance of the Agreement's objectives.

5.12 **Assignment.** Neither party may assign this Agreement or any Ordering Document, in whole or in part, without the prior written consent of the other party, except to an affiliate or pursuant to a merger, acquisition or the purchase of all or substantially all of the party's assets; provided, however, any assignment to a competitor of the other party will be void unless the other party provides its prior written consent. Any assignment of this Agreement or any Ordering Document in violation of this section is void.

5.13 **Entire Agreement.** This Agreement constitutes the entire agreement of the parties for the subject matter of the Agreement. This Agreement supersedes and terminates any prior and contemporaneous agreements, understandings, representations, claims, statements, or negotiations with respect to the subject matter of this Agreement. This Agreement may not be amended or qualified except by a writing executed by authorized officers of each party.

5.14 **Survival.** The following sections survive termination of this Agreement: 2.1 (PassThroughProvisions); 4.3 (CernerIndemnity) with respect to any Third Party Claims arising prior to termination; 4.4 (ClientIndemnity); with respect to any Third Party Claims arising prior to termination and any use of the Services following termination; 4.6 (Limitation of Liability); 4.8 (Limitation on Actions); 5.2 (ArbitrationandInjunctiveRelief); 5.4 (InformationManagementTools); 5.5 (IntellectualProperty); 5.6 (Confidentiality); 5.9 (Notices); and 5.10 (Governing Law).

5.15 **Waiver.** Waivers of and consents to any term, condition, right or remedy under this Agreement must be in writing to be effective. No waiver or consent granted for one matter or incident will be a waiver or consent for any different or subsequent matter or incident.

5.16 **Purchase Orders.** If Client submits its own form of purchase order to request products or Services from Cerner, any terms and conditions on the purchase order are of no force or effect and are superseded by this Agreement.

5.17 **Independent Contractor.** Cerner is an independent contractor, and none of Cerner's employees or agents will be deemed employees or agents of Client. None of the terms in this Agreement will be construed as creating a partnership, joint venture, agency, master-servant, employment, trust, or any other relationship between Client and Cerner or any of their employees.

5.18 **Allocation of Risk.** The parties are both sophisticated entities. The prices paid, the warranties, warranty disclaimers, limitations of liability, remedy limitations, and all other provisions of this Agreement, were negotiated to reflect and support an informed and voluntary allocation of risks between Client and Cerner, and both parties waive all protections of any trade practices statutes.

5.19 **Compliance with Laws.** Each party agrees to comply with all applicable laws, rules, and regulations.

6. DEFINITIONS

6.1 **Cerner Services** means the services provided by Cerner and set forth in an Ordering Document.

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6.2 **Communications Rule** means the requirements set forth in 45 CFR § 170.403, *Communications*, of the 21st Century Cures Act.

6.3 **Confidential Information** means all technical, business, financial, and other information that is disclosed by either party to the other, whether orally or in writing, any disputes between the parties, the terms of this Agreement, pricing, Services, Work Product, Data (other than Protected Health Information, as defined by the Health Insurance Portability and Accountability Act, which is protected in accordance with the Business Associate Agreement), Documentation, all information and materials accessible on Cerner.com "Client-only" access, and all non-public information related to Cerner products, services and/or methodologies. "Confidential Information" does not include (a) information publicly available through no breach of this Agreement, (b) information independently developed or previously known by Client or Cerner, (c) information rightfully acquired from a third party not under an obligation of confidentiality, or (d) Protected Communications.

6.4 **Data** means data that is collected, stored, processed, or generated through Client's use of the Services.

6.5 **Documentation** means the printed and on-line materials that assist Users, as updated from time to time.

6.6 **Equipment** means all equipment components provided by Cerner under an Ordering Document.

6.7 **First Productive Use** means Client's first use of the Services to send patient, health plan, or materials information for clinical, financial, or operational use.

6.8 **Ordering Document** means the document (such as a schedule or sales order) setting forth the items being purchased by Client, scope of use, pricing, payment terms, and any other relevant terms, which will be a part of and be governed by the terms and conditions of this Agreement.

6.9 **Protected Communications** means those communications protected by the Communications Rule which include: (i) the usability, interoperability, or security of the Cerner Services, (ii) relevant information regarding Users' experiences when using the Cerner Services, (iii) Cerner's business practices related to exchanging electronic health information, and (iv) the manner in which a User uses the Cerner Services.

Client may only engage in Protected Communication involving the use of screenshots or videos if Client (i) does not alter the screenshot or video other than to annotate or resize it; and (ii) limits the sharing of the screenshot or video to the number and length needed to accomplish the purpose of the Protected Communication. Client may only engage in Protected Communications involving videos to the extent the video addresses temporal matters that cannot be communicated through screenshots or other forms of communication.

Protected Communications do not include the following: (i) non-user-facing aspects of the Cerner Services (such as source and object code, software documentation, design specifications, flowcharts, algorithms, file and data formats, and security vulnerabilities that are not public knowledge), (ii) communication that involves the use or disclosure of intellectual property within the Cerner Services (other than those communications which would reasonably constitute "fair use" under applicable intellectual property law), and (iii) information or knowledge solely acquired in the course of Client's participation in pre-market development and testing activities. Notwithstanding the foregoing, Protected Communications may not be restricted to the extent the communication is required by law or is about:

(a) adverse events, hazards, and other unsafe conditions and is made to government agencies, health care accreditation organizations, and patient safety organizations;

(b) cybersecurity threats and incidents and is made to government agencies;

(c) information blocking and other unlawful practices and is made to government agencies; or

(d) Cerner's failure to comply with a Condition of Certification requirement under the 21st Century Cures Act, or with any other requirement of this part and is made to the Office of the National Coordinator or an ONC-Authorized Certification Body.

Client recognizes that Cerner has a legitimate interest in the Protected Communications, and that if Cerner is not made

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aware of the issues detailed in a Protected Communication, Cerner is not able to resolve, correct, or explain them. As such, Cerner encourages Client to report all such issues and Protected Communications through Cerner's standard support process. This definition shall be construed to enable full compliance with the Communications Rule.

6.10 **Services** mean the Cerner Services and Third-Party Services, as modified and enhanced from time to time.

6.11 **Solution Description** means the document provided by Cerner describing the applicable Service.

6.12 **Third-Party Services** means the services provided by a third party and described in an Ordering Document.

6.13 **User** means an individual person to whom Client provides a unique password and sign-on ID for access to the Services.

6.14 **Work Product** means any documentation, techniques, methodologies, inventions, analysis frameworks, software, or procedures developed, conceived, or introduced by Cerner in the course of Cerner performing Services, whether acting alone or in conjunction with Client or its employees, Users, affiliates or others. Work Product does not include any Confidential Information of Client.

END OF BASIC TERMS AND CONDITIONS

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© Cerner Corporation. All rights reserved. This document contains confidential and/or proprietary information belonging to Cerner Corporation and/or its related affiliates which may not be reproduced or transmitted in any form or by any means without the express written consent of Cerner.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-554

MEETING: October 10, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve an Agreement with the California Department of Healthcare Services (DHCS) for Intergovernmental Transfer of Public Funds Related to Substance Use Disorder (SUD) Treatment Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with the California Department of Healthcare Services (DHCS) for Intergovernmental Transfer of Public Funds Related to Substance Use Disorder (SUD) Treatment Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

In the recently approved California State Budget, the state has allocated $250,000,000 to pre-fund county Intergovermental Transfer (IGT) accounts. The contribution is intended to smooth the financial transition from Certified Public Expenditures to IGTs due to CalAIM's Behavioral Health Payment Reform. The allocation is based on each county's share of claims over a multiyear period.

The County of Mariposa, through the Health and Human Services Agency (HHSA), authorizes DHCS to instruct the State Controller's Office to withhold **5**% of HHSA's monthly distribution from the Behavioral Health Subaccount in the Local Revenue Fund 2011 (Fund 3217); **00**% of HHSA's monthly distribution from the Mental Health Subaccount of the Sales Tax Account of the Local Revenue Fund (Fund 0351); and **00**% of HHSA's monthly distribution from the Mental Health Services Fund (Fund 3085). In accordance with Subdivision (e) of Section 14184.403 of the Welfare and Institutions Code, HHSA authorizes DHCS to instruct the State Controller's Office to transfer the funds withheld into the Medi-Cal County Behavioral Health Fund (Fund 3420).

This Agreement shall be effective as of July 1, 2023 and shall expire as of December 31, 2026, unless terminated earlier by mutual agreement of the parties.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors does not have a prior history with DHCS for this specific purpose.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Non-approval of this agreement negatively impacts the County's ability to support the state-mandated CalAIM program.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. **Mariposa DMC ODS IGT Agreement Withhold 5% - Final**

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-554

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FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. Mariposa DMC ODS IGT Agreement Withhold 5% - Final

VOTE RESULT

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

INTERGOVERNMENTAL AGREEMENT REGARDING TRANSFER OF PUBLIC FUNDS

This Agreement is entered into between the CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES ("DHCS") and the COUNTY OF MARIPOSA ("Governmental Funding Entity") with respect to the matters set forth below.

The parties agree as follows:

AGREEMENT

1. Transfer of Public Funds.

1.1 The Governmental Funding Entity authorizes DHCS to instruct the State Controller's Office to offset from the accounts and in the amounts identified in Section 1.2, subject to the limitations identified in Section 1.3 and as modified by the provisions in Section 1.4 for the purposes described in Section 3.

1.2 The Governmental Funding Entity authorizes DHCS to instruct the State Controller's Office to withhold **5**% of the Governmental Funding Entity's monthly distribution from the Behavioral Health Subaccount in the Local Revenue Fund 2011 (Fund 3217); **00**% of the Governmental Funding Entity's monthly distribution from the Mental Health Subaccount of the Sales Tax Account of the Local Revenue Fund (Fund 0351); and **00**% of the Governmental Funding Entity's monthly distribution from the Mental Health Services Fund (Fund 3085). In accordance with Subdivision (e) of Section 14184.403 of the Welfare and Institutions Code, the Governmental Funding Entity authorizes DHCS to instruct the State Controller's Office to transfer the funds withheld into the Medi-Cal County Behavioral Health Fund (Fund 3420).

1.3 DHCS shall instruct the State Controller's Office to stop withholding funds pursuant to Section 1.2 when the ending amount in the County Funds Accounting (CFA) report issued pursuant to Section 2 exceeds five times the monthly average county share of Drug Medi-Cal claims approved for payment during the prior fiscal year. The Governmental Funding Entity authorizes DHCS to instruct the State Controller's Office to resume withholding funds pursuant to Section 1.2 once the ending amount in the CFA report issued pursuant to Section 2 is equal to or less than three times the monthly average county share of approved claims during the prior fiscal year.

1.4 The Governmental Funding Entity authorizes DHCS to instruct the State Controller's Office to adjust the percentages for withholding funds specified in Section 1.2 if the ending amount in the CFA report issued pursuant to Section 2 is equal to or less than one and one-half times the monthly average county share of Drug Medi-Cal claims approved for payment during the prior fiscal year. The adjustment will be an increase of five percent from each funding source identified in Section 1.2 and shall remain in effect until the ending amount in the CFA report exceeds three times the monthly average county share of Drug Medi-Cal claims approved for payment during the prior fiscal year, at which time the percentages will revert to the amounts specified in Section 1.2.

1.5 In any month in which the Drug Medi-Cal Organized Delivery System CFA balance is less than the amount necessary to fund the county nonfederal share of approved claims in that claim file, the Governmental Funding Entity agrees to transfer funds in an amount necessary to fund the county nonfederal share of approved claims. "CFA balance" is defined as the real time balance in the Governmental Funding Entity's CFA account. DHCS will withhold payment of claims for any month triggering this provision until the necessary funds are received.

Upon receipt of these funds, DHCS will credit the funds to the Governmental Funding Entity's CFA and release the applicable claim file for payment.

1.6 The Government Funding Entity may transfer funds to DHCS to deposit into the Medi-Cal County Behavioral Health Fund at any time during the course of this agreement through a wire transfer, Automated Clearing House, or physical check.

1.7 If, at the end of the Service Period, the CFA balance reflects an excess of funds transferred that was necessary to fund the county nonfederal share of approved claims with dates of service during the Service Period, DHCS agrees to return the unexpended funds to the Governmental Funding Entity. If mutually agreed to by the parties, amounts due to or owed by the Governmental Funding Entity may be offset against future transfers. Actual approved claims and the associated county nonfederal share amounts will be considered final [two years after] the end of the Service Period.

1.8 The Governmental Funding Entity certifies that any funds transferred pursuant to this Agreement qualify for federal financial participation pursuant to Section 433.51 of Title 42 of the Code of Federal Regulations, any other applicable federal Medicaid laws, and the CalAIM Terms and Conditions, and are not derived from impermissible sources such as recycled Medicaid payments, Federal money excluded from use as State match, impermissible taxes, and non-bona fide provider-related donations. Impermissible sources do not include patient care or other revenue received from federal healthcare programs to the extent that the program revenue is not obligated to the State as the source of funding.

1.9 The funds transferred pursuant to this Agreement represent a voluntary contribution to the non-federal share of Medi-Cal expenditures for purposes of all state and federal laws, including but not limited to section 14184.403 of the Welfare and Institutions Code and 42 U.S.C. § 1396d(cc).

1.10 The Governmental Funding Entity agrees that failure to timely transfer funds in accordance with this Agreement constitutes a failure to perform functions of a program funded by the Behavioral Health Subaccount that may place federal Medicaid funds at risk such that DHCS may take the steps and issue the notifications set forth in section 30027.10 of the California Government Code. In the event of a disallowance or deferral of federal funds related to the allowability of funds transferred pursuant to this Agreement, DHCS shall be held harmless from any such deferral or disallowance of federal funds, and associated federally-imposed interest, if applicable. If, after conferring with the Governmental Funding Entity, DHCS determines that the disallowances and deferral cannot be cured through the provision of alternate public funds, the Governmental Funding Entity shall be responsible for refunding the federal portion of that disallowance or deferral to DHCS. DHCS shall recoup the disallowed federal funding already paid to the Governmental Funding Entity for such purpose. The Governmental Funding Entity shall retain the county nonfederal share of such recouped payments.

1.11 The Governmental Funding Entity must, in accordance with applicable federal regulations, maintain all documentation necessary to verify that the funds transferred meet the requirements of Section 1.8. This documentation must include any records required for Medi-Cal field audits.

2. County Funds Accounting Report

2.1 DHCS shall provide the Governmental Funding Entity a CFA report on the 15th of every month. The CFA report shall include information for the prior calendar month. The CFA report shall include the Governmental Funding Entity's starting CFA amount, which is the ending amount from the prior month, an itemized list of all transactions that increased and decreased the CFA aggregate amount during the reporting month, including but not limited to all approved claims and amounts transferred, as applicable, pursuant to this Agreement, the CFA ending amount based on the listed transactions, and the recommended amount the Government Funding Entity should transfer to meet the account threshold described in Section 1.5. Transaction details will include the transaction identifier or warrant number, the transaction date, a description of the transaction, the amount of the transaction, and the CFA balance after the transaction.

3. Authorized Use of Transferred Funds

3.1 DHCS shall exercise its authority under section 14184.403 of the Welfare and Institutions Code to accept funds transferred by the Governmental Funding Entity pursuant to this Agreement as public funds, to use for the purpose set forth in Section 3.2.

3.2 The funds transferred by the Governmental Funding Entity pursuant to this Agreement shall be used exclusively to fund the county's nonfederal share of Medi-Cal payments associated with the provision of Drug Medi-Cal services section 14184.403 of the Welfare and Institutions Code. The funds transferred that constitute the county nonfederal share, together with the applicable federal financial participation and State funds, shall be paid by DHCS to the Medi-Cal behavioral health delivery system associated with the Governmental Funding Entity, consistent with the applicable state and federal requirements for the applicable service periods from July 1, 2023 through December 31, 2026, in accordance with section 14184.403 of the Welfare and Institutions Code.

3.3 DHCS shall seek Federal Financial Participation for the Medi-Cal payments specified in Section 3.2 to the full extent permitted by federal law. The total intergovernmental transfer-funded payment amount, which includes the federal and nonfederal share, paid to a Medi-Cal behavioral health delivery system shall be for the support of behavioral health-related services and activities that benefit patients served by the Medi-Cal behavioral health delivery system, consistent with federal law. The Drug Medi-Cal Organized Delivery system associated with the Governmental Funding Entity, that receives payments pursuant to Section 3.2, will retain 100% of those payments to use to meet the costs of furnishing such services and activities which may include the Governmental Funding Entity's payment to its subcontract providers. Nothing in this agreement shall be construed to direct the manner, including type or amount, in which the Drug Medi-Cal Organized Delivery System shall meet such costs.

4. Dispute Resolution Process.

4.1 In the event of a dispute arising under this Agreement, including but not limited to, disputes related to the CFA report, the Governmental Funding Entity must submit an appeal letter to DHCS. Such appeal letter must be submitted within 120 calendar days of receipt of the CFA report or other relevant documentation. The dispute letter must set forth the relevant facts and explanation of the dispute.

4.2 Within 60 calendar days of receipt of the appeal letter, DHCS will issue a final decision to the Governmental Funding Entity. The 60-day time period may be extended if the Governmental Funding Entity and DHCS agree in writing on an extension of time to evaluate and resolve the dispute.

5. Amendments.

5.1 No amendment or modification to this Agreement shall be binding on either party unless made in writing and executed by both parties.

5.2 The parties shall negotiate in good faith to amend this Agreement as necessary and appropriate to implement the requirements set forth in Section 3 of this Agreement.

6. Notices. Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall either be sent via secure email to the below stated contacts or in writing and delivered to the other party personally or by United States First Class, Certified or Registered mail with postage prepaid, addressed to the other party at the address set forth below:

To the Governmental Funding Entity:

Joe Lynch, Director
Mariposa County Health & Human Services Agency
PO Box 99
Mariposa, CA 95338

With copies to:

Randy Ridenhour, Sr. Administrative Analyst
Fiscal Unit
Mariposa County Health & Human Services Agency
PO Box 99
Mariposa, CA 95338

To DHCS:

Kenneth Rhodes, Fiscal Section
California Department of Health Care Services Local Government Finance Division
1501 Capitol Ave., MS 4413
Sacramento, CA 95814 BH-IGT@dhcs.ca.gov

7. Other Provisions.

7.1 This Agreement contains the entire Agreement between the parties with respect to the County's nonfederal share of payments associated with the Governmental Funding Entity's Medi-Cal behavioral health delivery system that are voluntarily funded by the Governmental Funding Entity, and supersedes any previous or contemporaneous oral or written proposals, statements, discussions, negotiations or other agreements between the Governmental Funding Entity and DHCS relating to the subject matter of this Agreement. This Agreement is not, however, intended to be the sole agreement between the parties on matters relating to the funding and administration of the Medi-Cal program. This Agreement shall not modify the terms of any other agreement, existing or entered into in the future, between the parties.

7.2 The non-enforcement or other waiver of any provision of this Agreement shall not be construed as a continuing waiver or as a waiver of any other provision of this Agreement.

7.3 Section 2 of this Agreement shall remain in effect for 15 months after the expiration or termination of this Agreement.

7.4 Nothing in this Agreement is intended to confer any rights or remedies on any third party, any third party provider(s) or groups of providers, or any right to medical services for any individual(s) or groups of individuals. Accordingly, there shall be no third party beneficiary of this Agreement.

7.5 Time is of the essence in this Agreement.

7.6 Each party hereby represents that the person(s) executing this Agreement on its behalf is duly authorized to do so.

7.7 For purposes of this Agreement, "approved claims" shall mean Drug Medi-Cal claims submitted to the Short-Doyle Medi-Cal claiming system submitted by and approved for payment to the Governmental Funding Entity.

8. State Authority. Except as expressly provided herein, nothing in this Agreement shall be construed to limit, restrict, or modify the DHCS' powers, authorities, and duties under Federal and State law and regulations.

9. Approval. This Agreement is of no force and effect until signed by the parties.

10. Term. This Agreement shall be effective as of July 1, 2023 and shall expire as of December 31, 2026 unless terminated earlier by mutual agreement of the parties.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the date of the last signature below.

THE County of Mariposa:

By: _____ Date:_____

Miles Menetrey, Chair
Board of Supervisors

THE STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SERVICES:

By: _____ Date:_____

[DHCS SIGNATORY]

4856-9198-7279.1

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-555

MEETING: October 10, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve an Agreement with the California Department of Healthcare Services (DHCS) for Intergovernmental Transfer of Public Funds Related to Special Mental Health (SMH) Treatment Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with the California Department of Healthcare Services (DHCS) for Intergovernmental Transfer of Public Funds Related to Special Mental Health (SMH) Treatment Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

In the recently approved California State Budget, the state has allocated $250,000,000 to pre-fund county Intergovermental Transfer (IGT) accounts. The contribution is intended to smooth the financial transition from Certified Public Expenditures to IGTs due to CalAIM's Behavioral Health Payment Reform. The allocation is based on each county's share of claims over a multiyear period.

The County of Mariposa, through the Health and Human Services Agency (HHSA), authorizes DHCS to instruct the State Controller's Office to withhold **95**% of HHSA's monthly distribution from the Behavioral Health Subaccount in the Local Revenue Fund 2011 (Fund 3217); **00**% of HHSA's monthly distribution from the Mental Health Subaccount of the Sales Tax Account of the Local Revenue Fund (Fund 0351); and **00**% of HHSA's monthly distribution from the Mental Health Services Fund (Fund 3085). In accordance with Subdivision (e) of Section 14184.403 of the Welfare and Institutions Code, HHSA authorizes DHCS to instruct the State Controller's Office to transfer the funds withheld into the Medi-Cal County Behavioral Health Fund (Fund 3420).

This Agreement shall be effective as of July 1, 2023 and shall expire as of December 31, 2026, unless terminated earlier by mutual agreement of the parties.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors does not have a prior history with DHCS for this specific purpose.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Non-approval of the agreement negatively impacts the County's ability to support the state-mandated CalAIM program.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. **Mariposa SMH IGT Agreement Withhold 95%**

MARIPOSA COUNTY

Board of Supervisors

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Approve an Agreement with the California Department of Healthcare Services (DHCS) for Intergovernmental Transfer of Public Funds Related to Special Mental Health (SMH) Treatment Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

In the recently approved California State Budget, the state has allocated $250,000,000 to pre-fund county Intergovermental Transfer (IGT) accounts. The contribution is intended to smooth the financial transition from Certified Public Expenditures to IGTs due to CalAIM's Behavioral Health Payment Reform. The allocation is based on each county's share of claims over a multiyear period.

The County of Mariposa, through the Health and Human Services Agency (HHSA), authorizes DHCS to instruct the State Controller's Office to withhold **95**% of HHSA's monthly distribution from the Behavioral Health Subaccount in the Local Revenue Fund 2011 (Fund 3217); **00**% of HHSA's monthly distribution from the Mental Health Subaccount of the Sales Tax Account of the Local Revenue Fund (Fund 0351); and **00**% of HHSA's monthly distribution from the Mental Health Services Fund (Fund 3085). In accordance with Subdivision (e) of Section 14184.403 of the Welfare and Institutions Code, HHSA authorizes DHCS to instruct the State Controller's Office to transfer the funds withheld into the Medi-Cal County Behavioral Health Fund (Fund 3420).

This Agreement shall be effective as of July 1, 2023 and shall expire as of December 31, 2026, unless terminated earlier by mutual agreement of the parties.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors does not have a prior history with DHCS for this specific purpose.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Non-approval of the agreement negatively impacts the County's ability to support the state-mandated CalAIM program.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. **Mariposa SMH IGT Agreement Withhold 95%**

VOTE RESULT

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

INTERGOVERNMENTAL AGREEMENT REGARDING TRANSFER OF PUBLIC FUNDS

This Agreement is entered into between the CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES ("DHCS") and the COUNTY OF MARIPOSA ("Governmental Funding Entity") with respect to the matters set forth below.

The parties agree as follows:

AGREEMENT

1. Transfer of Public Funds.

1.1 The Governmental Funding Entity authorizes DHCS to instruct the State Controller's Office to offset from the accounts and in the amounts identified in Section 1.2, subject to the limitations identified in Section 1.3 and as modified by the provisions in Section 1.4 for the purposes described in Section 3.

1.2 The Governmental Funding Entity authorizes DHCS to instruct the State Controller's Office to withhold **95**% of the Governmental Funding Entity's monthly distribution from the Behavioral Health Subaccount in the Local Revenue Fund 2011 (Fund 3217); **00**% of the Governmental Funding Entity's monthly distribution from the Mental Health Subaccount of the Sales Tax Account of the Local Revenue Fund (Fund 0351); and **00**% of the Governmental Funding Entity's monthly distribution from the Mental Health Services Fund (Fund 3085). In accordance with Subdivision (e) of Section 14184.403 of the Welfare and Institutions Code, the Governmental Funding Entity authorizes DHCS to instruct the State Controller's Office to transfer the funds withheld into the Medi-Cal County Behavioral Health Fund (Fund 3420).

1.3 DHCS shall instruct the State Controller's Office to stop withholding funds pursuant to Section 1.2 when the ending amount in the County Funds Accounting (CFA) report issued pursuant to Section 2 exceeds five times the monthly average county share of Medi-Cal Specialty Mental Health Services claims approved for payment during the prior fiscal year. The Governmental Funding Entity authorizes DHCS to instruct the State Controller's Office to resume withholding funds pursuant to Section 1.2 once the ending amount in the CFA report issued pursuant to Section 2 is equal to or less than three times the monthly average county share of approved claims during the prior fiscal year.

1.4 The Governmental Funding Entity authorizes DHCS to instruct the State Controller's Office to adjust the percentages for withholding funds specified in Section 1.2 if the ending amount in the CFA report issued pursuant to Section 2 is equal to or less than one and one-half times the monthly average county share of Medi-Cal Specialty Mental Health Services claims approved for payment during the prior fiscal year. The adjustment will be an increase of five percent from each funding source identified in Section 1.2 and shall remain in effect until the ending amount in the CFA report exceeds three times the monthly average county share of Medi-Cal Specialty Mental Health Services claims approved for payment during the prior fiscal year, at which time the percentages will revert to the amounts specified in Section 1.2.

1.5 In any month in which the Specialty Mental Health CFA balance is less than the amount necessary to fund the county nonfederal share of approved claims in that month, the Governmental Funding Entity agrees to transfer funds in an amount necessary to fund the county nonfederal share of approved claims. "CFA balance" is defined as the real time balance in the Governmental Funding Entity's CFA account. DHCS will withhold payment of claims for any month triggering this provision until the necessary funds are received. Upon receipt of these

funds, DHCS will credit the funds to the Governmental Funding Entity's CFA and release the applicable claim file for payment.

1.6 The Government Funding Entity may transfer funds to DHCS to deposit into the Medi-Cal County Behavioral Health Fund at any time during the course of this agreement through a wire transfer, Automated Clearing House, or physical check.

1.7 If, at the end of the Service Period, the CFA balance reflects an excess of funds transferred that was necessary to fund the county nonfederal share of approved claims with dates of service during the Service Period, DHCS agrees to return the unexpended funds to the Governmental Funding Entity. If mutually agreed to by the parties, amounts due to or owed by the Governmental Funding Entity may be offset against future transfers. Actual approved claims and the associated county nonfederal share amounts will be considered final [two years after] the end of the Service Period.

1.8 The Governmental Funding Entity certifies that any funds transferred pursuant to this Agreement qualify for federal financial participation pursuant to Section 433.51 of Title 42 of the Code of Federal Regulations, any other applicable federal Medicaid laws, and the CalAIM Terms and Conditions, and are not derived from impermissible sources such as recycled Medicaid payments, Federal money excluded from use as State match, impermissible taxes, and non-bona fide provider-related donations. Impermissible sources do not include patient care or other revenue received from federal healthcare programs to the extent that the program revenue is not obligated to the State as the source of funding.

1.9 The funds transferred pursuant to this Agreement represent a voluntary contribution to the non-federal share of Medi-Cal expenditures for purposes of all state and federal laws, including but not limited to section 14184.403 of the Welfare and Institutions Code and 42 U.S.C. § 1396d(cc).

1.10 The Governmental Funding Entity agrees that failure to timely transfer funds in accordance with this Agreement constitutes a failure to perform functions of a program funded by the Behavioral Health Subaccount that may place federal Medicaid funds at risk such that DHCS may take the steps and issue the notifications set forth in section 30027.10 of the California Government Code. In the event of a disallowance or deferral of federal funds related to the allowability of funds transferred pursuant to this Agreement, DHCS shall be held harmless from any such deferral or disallowance of federal funds, and associated federally-imposed interest, if applicable. If, after conferring with the Governmental Funding Entity, DHCS determines that the disallowances and deferral cannot be cured through the provision of alternate public funds, the Governmental Funding Entity shall be responsible for refunding the federal portion of that disallowance or deferral to DHCS. DHCS shall recoup the disallowed federal funding already paid to the Governmental Funding Entity for such purpose. The Governmental Funding Entity shall retain the county nonfederal share of such recouped payments.

1.11 The Governmental Funding Entity must, in accordance with applicable federal regulations, maintain all documentation necessary to verify that the funds transferred meet the requirements of Section 1.8. This documentation must include any records required for Medi-Cal field audits.

2. County Funds Accounting Report

2.1 DHCS shall provide the Governmental Funding Entity a CFA report on the 15th of every month. The CFA report shall include information for the prior calendar month. The CFA report shall include the Governmental Funding Entity's starting CFA amount, which is the ending amount from the prior month, an itemized list of all transactions that increased and decreased the CFA aggregate amount during the reporting month, including but not limited to all approved claims and amounts transferred, as applicable, pursuant to this Agreement, the CFA ending amount based on the listed transactions, and the recommended amount the Government Funding Entity should transfer to meet the account threshold described in Section 1.2. Transaction details will include the transaction identifier or warrant number, the transaction date, a description of the transaction, the amount of the transaction, and the CFA balance after the transaction.

3. Authorized Use of Transferred Funds

3.1 DHCS shall exercise its authority under section 14184.403 of the Welfare and Institutions Code to accept funds transferred by the Governmental Funding Entity pursuant to this Agreement as public funds, to use for the purpose set forth in Section 3.2.

3.2 The funds transferred by the Governmental Funding Entity pursuant to this Agreement shall be used exclusively to fund the county's nonfederal share of Medi-Cal payments associated with the provision of specialty mental health services as described in section 14184.403 of the Welfare and Institutions Code. The funds transferred that constitute the county nonfederal share, together with the applicable federal financial participation and State funds, shall be paid by DHCS to the specialty mental health system associated with the Governmental Funding Entity, consistent with the applicable state and federal requirements for the applicable service periods from July 1, 2023 through December 31, 2026, in accordance with section 14184.403 of the Welfare and Institutions Code.

3.3 DHCS shall seek Federal Financial Participation for the Medi-Cal payments specified in Section 3.2 to the full extent permitted by federal law. The total intergovernmental transfer-funded payment amount, which includes the federal and nonfederal share, paid to a Medi-Cal behavioral health delivery system shall be for the support of behavioral health-related services and activities that benefit patients served by the Medi-Cal behavioral health delivery system, consistent with federal law. The specialty mental health system associated with the Governmental Funding Entity, that receives payments pursuant to Section 3.2, will retain 100% of those payments to use to meet the costs of furnishing such services and activities which may include the Governmental Funding Entity's payment to its subcontract providers. Nothing in this agreement shall be construed to direct the manner, including type or amount, in which the Specialty Mental Health System shall meet such costs.

4. Dispute Resolution Process.

4.1 In the event of a dispute arising under this Agreement, including but not limited to, disputes related to the CFA report, the Governmental Funding Entity must submit an appeal letter to DHCS. Such appeal letter must be submitted within 120 calendar days of receipt of the CFA report or other relevant documentation. The dispute letter must set forth the relevant facts and explanation of the dispute.

4.2 Within 60 calendar days of receipt of the appeal letter, DHCS will issue a final decision to the Governmental Funding Entity. The 60-day time period may be extended if the Governmental Funding Entity and DHCS agree in writing on an extension of time to evaluate and resolve the dispute.

5. Amendments.

5.1 No amendment or modification to this Agreement shall be binding on either party unless made in writing and executed by both parties.

5.2 The parties shall negotiate in good faith to amend this Agreement as necessary and appropriate to implement the requirements set forth in Section 3 of this Agreement.

6. Notices. Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall either be sent via secure email to the below stated contacts or in writing and delivered to the other party personally or by United States First Class, Certified or Registered mail with postage prepaid, addressed to the other party at the address set forth below:

To the Governmental Funding Entity:

Joe Lynch, Director
Mariposa County Health & Human Services Agency
PO Box 99
Mariposa, CA 95338

With copies to:

Randy Ridenhour, Sr. Administrative Analyst
Fiscal Unit
Mariposa County Health & Human Services Agency
PO Box 99
Mariposa, CA 95338

To DHCS:

Kenneth Rhodes, Fiscal Section
California Department of Health Care Services Local Government Finance Division
1501 Capitol Ave., MS 4413
Sacramento, CA 95814 BH-IGT@dhcs.ca.gov

7. Other Provisions.

7.1 This Agreement contains the entire Agreement between the parties with respect to the County's nonfederal share of payments associated with the Governmental Funding Entity's specialty mental health delivery system that are voluntarily funded by the Governmental Funding Entity, and supersedes any previous or contemporaneous oral or written proposals, statements, discussions, negotiations or other agreements between the Governmental Funding Entity and DHCS relating to the subject matter of this Agreement. This Agreement is not, however, intended to be the sole agreement between the parties on matters relating to the funding and administration of the Medi-Cal program. This Agreement shall not modify the terms of any other agreement, existing or entered into in the future, between the parties.

7.2 The non-enforcement or other waiver of any provision of this Agreement shall not be construed as a continuing waiver or as a waiver of any other provision of this Agreement.

7.3 Section 2 of this Agreement shall remain in effect for 15 months after the expiration or termination of this Agreement.

7.4 Nothing in this Agreement is intended to confer any rights or remedies on any third party, any third party provider(s) or groups of providers, or any right to medical services for any individual(s) or groups of individuals. Accordingly, there shall be no third party beneficiary of this Agreement.

7.5 Time is of the essence in this Agreement.

7.6 Each party hereby represents that the person(s) executing this Agreement on its behalf is duly authorized to do so.

7.7 For purposes of this Agreement, "approved claims" shall mean Specialty Mental Health claims submitted to the Short-Doyle Medi-Cal claiming system submitted by and approved for payment to the Governmental Funding Entity.

8. State Authority. Except as expressly provided herein, nothing in this Agreement shall be construed to limit, restrict, or modify the DHCS' powers, authorities, and duties under Federal and State law and regulations.

9. Approval. This Agreement is of no force and effect until signed by the parties.

10. Term. This Agreement shall be effective as of July 1, 2023 and shall expire as of December 31, 2026 unless terminated earlier by mutual agreement of the parties.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the date of the last signature below.

THE County of Mariposa:

By: _____ Date:__

Miles Menetrey, Chair
Board of Supervisors

THE STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SERVICES:

By: _____ Date:

_____

[DHCS SIGNATORY]

4856-9198-7279.1

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-556

MEETING: October 10, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Adopt the Initial Study/Mitigated Negative Declaration (IS/MND) for the Incline Road Over Moss Canyon Bridge (#40C0064) Replacement Project; Approve the Mitigation Monitoring Report Program; and Authorize the Public Works Director to File a Notice of Determination Pursuant to Public Resources Code Section 21152 and CEQA Guidelines Section 15075

RECOMMENDATION AND JUSTIFICATION

Adopt the Initial Study / Mitigated Negative Declaration (IS/MND) for the Incline Road over Moss Canyon Bridge (#40C0064) Replacement Project; Approve the Mitigation Monitoring Report Program; and Authorize the Public Works Director to file a Notice of Determination pursuant to Public Resources Code Section 21152 and CEQA Guidelines Section 15075.

The project proposes to replace the existing Incline Road Bridge (#40C0064) over Moss Creek. The bridge replacement will ensure current safety and design standards for bridges and roadways are maintained. Replacement of the existing bridge structure would occur with a single span, cast-in-place, post-tensioned concrete slab bridge approximately 55 feet long.

Pursuant to CEQA, a Notice of Intent to adopt an IS/MND was initially published in the Gazette on June 15, 2023, and circulated to the State Clearinghouse. In addition, hard copies of the draft IS/MND were available for public review at the Public Works Department public counter. A 30-day public circulation of the environmental document for the project occurred from June 15th to July 17, 2023, https://ceqanet.opr.ca.gov/2023060455. Two comments were received and addressed in the Response to Comments section.

Staff recommends that the Board adopt the IS/MND pursuant to CEQA Guidelines Section 15074(B), by finding that on the basis of the whole record, including the IS/MND and any comments received, there is no substantial evidence the project will have a significant effect that cannot be mitigated and that the IS/MND reflects the Board's independent judgment and analysis. A detailed list of mitigated measures can be found in the MMRP, Chapter 5 of the IS/MND.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On March 8, 2022, the Board approved the latest Program Supplement Agreement with the State of California Department of Transportation for the Incline Road over Moss Canyon Bridge (#40C0064)

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Should this CEQA determination not be adopted, the project will stall and the County may be forced to repay all project costs expended to date.

FINANCIAL IMPACT

The cost to file the Notice of Determination with CDFW is $2,764 with a $50 County Clerk Processing Fee. These costs are reimbursable through the Highway Bridge Program.

ATTACHMENTS

1. **Incline Bridge_CEQA_final ISMND**
2. **Incline Bridge_CEQA_MMRP**

MARIPOSA COUNTY

Board of Supervisors

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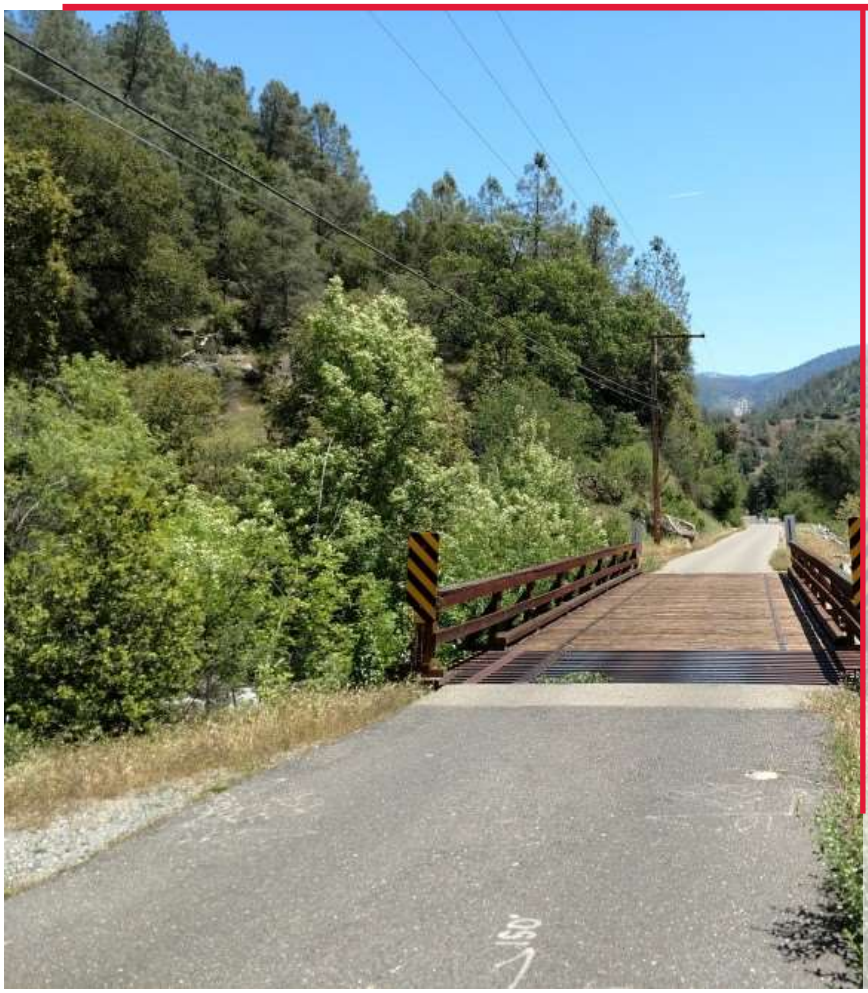
ATTACHMENTS

1. **Incline Bridge_CEQA_final ISMND**
2. **Incline Bridge_CEQA_MMRP**

VOTE RESULT

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

Incline Road over Moss Canyon Bridge (#40C0064)
Replacement Project BRLO-5940(114)
Initial Study/Mitigated Negative Declaration



Prepared for:

Mariposa County Public Works Department

September 2023

Prepared by:

GEI Consultants

Consulting Engineers and Scientists

Incline Road over Moss Canyon Bridge (#40C0064)

Initial Study/Proposed Mitigated Negative Declaration

Prepared for:

CEQA Lead Agency:

Mariposa County Public Works Department
4639 Ben Hur Road
Mariposa, CA 95338

Contact:

Matiel Holloway, P.E.
Senior Civil Engineer
209.966.5356

Prepared by:

GEI Consultants, Inc.

2868 Prospect Park Drive, Suite 400
Sacramento, CA 95670

Contact:

Ray Weiss
Project Manager
916.621.9115

September 2023

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Abbreviations and Acronyms

AASHTO	American Association of State Highway and Transportation Officials
AB	Assembly Bill
ADA	Americans With Disabilities Act
ADT	Average Daily Traffic
amsl	above mean sea level
APE	Area of Potential Effect
ASR	Archaeological Survey Report
BCC	Bird of Conservation Concern
BMPs	Best Management Practices
BRM	Bedrock Mortar
BSA	Biological Study Area
Caltrans	California Department of Transportation
CAAQS	California Ambient Air Quality Standards
Cal-IPCs	California Invasive Plant Council's
CARB	California Air Resources Board
CCIC	Central California Information Center
CCR	California Code of Regulations
CDFW	California Department of Fish and Wildlife
CDO	Cease and Desist Order
CEQA	California Environmental Quality Act
CESA	California Endangered Species Act
CFGC	California Fish and Game Code
CFR	Code of Federal Regulation
Cfs	Cubic feet per second
CGS	California Geological Survey
CH4	Methane
CNDDB	California Natural Diversity Database
CNEL	community noise equivalent level
CNPS	California Native Plant Society
CO2	carbon dioxide
CRHR	California Register of Historical Resources
CRPR	California Rare Plant Rank
CWA	Clean Water Act
dB	decibel

dBA	A-weighted sound level
dbh	diameter at breast height
DPM	Diesel Particulate Matter
EFH	Essential Fish Habitat
EIR	Environmental Impact Report
EPA	U.S. Environmental Protection Agency
ESA	Environmentally Sensitive Area
ESU	Evolutionarily Significant Unit
FE	Federally Endangered
FEMA	Federal Emergency Management Agency
FESA	Federal Endangered Species Act
FHWA	Federal Highway Administration
FIRM	Flood Insurance Rate Map
FNAE-No SC	Finding of No Adverse Effect Without Standard Conditions
FSS	Forest Service Sensitive
FSTIP	Federal State Transportation Improvement Program
GHGs	Greenhouse gases
GWh	Gigawatt hours
HAPC	Habitat Areas of Particular Concern
HBP	Highway Bridge Program
HFC	Hydrofluorocarbons
HPSR	Historic Property Survey Report
HUC	Hydrologic Unit Code
ILE	Institute of Lighting Engineers
IS/MND	Initial Study/proposed Mitigated Negative Declaration
IPAC	Information, Planning, and Conservation System
Ldn	day/night sound level
Leq	equivalent continuous sound level
Lmax	maximum instantaneous noise level
LOS	level of service
MBTA	Migratory Bird Treaty Act
MLD	Most Likely Descendant
MMCO2e	million metric tons CO2 equivalent
MUTCD	Manual of Traffic Control Devices
N2O	nitrogen dioxide
NAAQS	National Ambient Air Quality Standards
NAHC	Native American Heritage Commission
NEPA	National Environment Policy Act
NHPA	National Historic Preservation Act

NO_X	nitrogen oxides
NPDES	National Pollutant Discharge Elimination Discharge
NRCS	Natural Resources Conservation Service
NRHP	National Register of Historic Places
OEHHA	Office of Environmental Health Hazard Assessment
OHWM	Ordinary High Water Mark
PCE	Primary Constituent Elements
PFC	Perfluorocarbons
PM_{10}	PM equal to or less than 10 micrometers in diameter
$PM_{2.5}$	PM equal to or less than 2.5 micrometers in diameter
PPV	Peak Particle Velocity
ROG	reactive organic gases
RSP	Rock Slope Protection
RWQCB	Regional Water Quality Control Board
SE	State Endangered
SF6	Sulfur Hexafluoride
SHPO	State Historic Preservation Officer
SSC	Species of Special Concern
SWPPP	Stormwater Pollution Prevention Plan
SWRCB	State Water Resources Control Board
TAC	Toxic Air Contaminants
TMDL	Total Maximum Daily Load
USACE	U.S. Army Corps of Engineers
USFWS	U.S. Fish and Wildlife Service
USFS	U.S. Forest Service
USGS	U.S. Geologic Survey
WPCP	Water Pollution Control Program
WQAR	Water Quality Assessment Report
WRCC	Western Regional Climate Center
WSE	Water Surface Elevation
YVRR	Yosemite Valley Railroad

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Chapter 1. Mitigated Negative Declaration

1.1 Introduction

The Mariposa County Public Works Department (County) has prepared this Initial Study/proposed Mitigated Negative Declaration (IS/MND) in compliance with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines to address the potentially significant environmental impacts of the proposed Incline Road over Moss Canyon Bridge (#40C0064) Replacement Project (proposed project) located on Incline Road in the north-east portion of the County, roughly 2 miles from the center of the Town of El Portal, California. The County is the lead agency under CEQA.

To satisfy specific CEQA requirements for the proposed project, this document includes:

- a proposed MND and the environmental determination (see Chapter 1),
- location and description of the proposed project (see Chapter 2),
- initial study checklist (see **Chapter 3**).

1.2 Purpose of the Initial Study

This document is an IS/MND prepared in accordance with CEQA (California Public Resources Code, Section 21000 et seq.) and the State CEQA Guidelines (Title 14, Section 15000 et seq. of the California Code of Regulations [CCR]). The purpose of this IS is to (1) determine whether proposed project implementation would result in potentially significant or significant impacts on the physical environment; and (2) incorporate mitigation measures into the proposed project design, as necessary, to eliminate the proposed project's potentially significant or significant project impacts or reduce them to a less-than-significant level. An MND is prepared if the IS identified potentially significant impacts, but: (1) revisions in the proposed project plans or proposals mitigate the impacts to a point where clearly no significant impacts would occur; and (2) there is no substantial evidence, considering the whole record before the agency, that the proposed project as revised may have a potentially significant or significant impact on the physical environment.

An IS presents environmental analysis and substantial evidence in support of its conclusions regarding the significance of environmental impacts. Substantial evidence may include expert opinion based on facts, technical studies, or reasonable assumptions based on facts. An IS is neither intended nor required to include the level of detail provided in an environmental impact report (EIR).

CEQA requires that all State and local government agencies consider the potentially significant and significant environmental impacts of projects they propose to carry out or over which they have discretionary authority, before implementing or approving those projects. The public agency that has the principal responsibility for carrying out or approving a proposed project is the lead agency for CEQA compliance (State CEQA Guidelines, CCR Section 15367). The County has principal responsibility for carrying out the proposed project and is therefore the CEQA lead agency for this IS/MND.

If there is substantial evidence (such as the findings of an IS) that a proposed project, either individually or cumulatively, may have a significant or potentially significant impact on the physical environment,

the lead agency must prepare an EIR (State CEQA Guidelines, CCR Section 15064[a]). If the IS concludes that impacts would be less than significant, or that mitigation measures committed to by the County would clearly reduce impacts to a less-than-significant level, a Negative Declaration or MND can be prepared.

After the required public review of this document is complete, the County will consider all comments received on the IS/MND, the entirety of the administrative record for the project, and whether to adopt the proposed MND and a Mitigation Monitoring and Reporting Program and approve the proposed project.

1.3 Project Information

1. Project title:	Incline Road over Moss Canyon Bridge (#40C0064) Replacement Project
2. Lead agency name and address:	Mariposa County Public Works Department 4639 Ben Hur Road Mariposa, CA 95338
3. Contact person and phone number:	Matiel Holloway, P.E., Senior Civil Engineer 209.966.5356
4. Project location:	The project site is located within the boundaries of the Stanislaus National Forest in the central portion of Mariposa County. Incline Road is a paved rural road crossing Moss Creek, roughly 2 miles from the center of the Town of El Portal, California. Per the United States Geological Survey, the site is in the El Portal (1992) 7.5-minute United States Geological Survey (USGS) quadrangle, Section 13, Township 3 South, Range 19 East. The approximate center coordinates are Latitude 37.670044 north and Longitude -19.819220 east using the World Geodetic System 1984 (WGS84) datum (USGS 1992).
5. Project sponsor's name and address:	Mariposa County Public Works Department
6. General plan designation:	Agriculture/Working Landscape and Natural Resources. Adjacent to El Portal Planning Study Area
7. Zoning:	Agricultural Exclusive Use
8. Description of project: (Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation. Attach additional sheets if necessary.)	The Mariposa County Public Works Department proposes to replace the existing Incline Road Bridge (#40C0064) over Moss Creek, which is required to ensure current safety and design standards for bridges and roadways are maintained. Replacement of the existing bridge structure would occur with a single span, cast-in-place, post-tensioned concrete, slab bridge, approximately 55 feet long. The replacement structure will require falsework (temporary form work used to support the concrete until it develops strength) within locations of the creek channel. With a span length of 55 feet, it may be possible to keep falsework out of the creek by spanning the entire length with falsework stringers that are supported on the new abutment footings.

9. Surrounding land uses and setting: Briefly describe the project's surroundings:	The project site is located within the Merced River Canyon and the Stanislaus National Forest. Open space uses dominate the landscapes surrounding the existing bridge site. The Merced River forms the southern boundary of the project site, with natural communities including cismontane woodland and annual grasslands occurring along the north side of Incline Road. No residential land uses are located within the immediate vicinity of the project site.
10. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement.)	California Department of Fish and Wildlife, Central Valley Regional Water Quality Control Board, State Water Resources Control Board, the United States Fish and Wildlife Service, and U.S. Army Corps of Engineers.
11. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code (PRC) Section 21080.3.1? If so, is there a plan for consultation that includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentiality, etc.? Note: Conducting consultation early in the CEQA process allows tribal governments, lead agencies, and project proponents to discuss the level of environmental review, identify and address potential adverse impacts to tribal cultural resources, and reduce the potential for delay and conflict in the environmental review process. (See PRC Section 21080.3.2.) Information may also be available from the California Native American Heritage Commission's Sacred Lands File per PRC Section 5097.96 and the California Historical Resources Information System administered by the California Office of Historic Preservation. Please also note that PRC Section 21082.3(c) contains provisions specific to confidentiality.	The County has sent letters requesting AB 52 consultation to the following federally recognized tribes and California tribes: North Fork Mono Tribe Ron Goode, Chairperson North Fork Rancheria of Mono Indians Fred Beihn, Chairperson Southern Sierra Miwuk Nation Sandra Chapman, Chairperson Tuolumne Band of Me-Wuk Indians Andrea Reich, Chairperson

1.4 Environmental Determination

1.4.1 Summary

The County has prepared an IS to assess the potential effects of the proposed project on the environment in the project area. The analysis of potential environmental impacts from the proposed project is based on data gathered for this project and other projects within the project vicinity. **Chapter 3** of this document contains the analysis and discussion of potential environmental impacts of the proposed project. Based on the issues evaluated in that chapter, it was determined that:

The proposed project would result in ***no impacts*** on the following issue areas:

- Agriculture and Forestry Resources
- Energy
- Land Use and Planning
- Mineral Resources
- Population and Housing
- Public Services/Utilities and Service Systems

The proposed project would result in ***less-than-significant*** impacts on the following issue areas:

- Aesthetics
- Air Quality
- Greenhouse Gas Emissions

The proposed project would result in ***less-than-significant impacts*** after ***mitigation*** implementation on the following issue areas:

- Biological Resources
- Cultural Resources
- Geology and Soils
- Hazards/Hazardous Materials
- Hydrology and Water Quality
- Noise
- Recreation
- Transportation
- Tribal Cultural Resources
- Wildfire

1.4.2 Mitigation Measures

Mitigation measures have been identified to reduce all potentially significant impacts of the proposed project. Implementation of identified mitigation measures would avoid or reduce all the proposed project's potentially significant impacts to a less than significant level. The mitigation measures are summarized below in **Table 1-1** by initial study topic.

Table 1-1. Summary of Mitigation Measures

Initial Study Topic	Mitigation Measure
Biological Resources	Mitigation Measure BIO-1: Conduct Preconstruction Species Surveys Mitigation Measure BIO-2: Conduct Environmental Awareness Training Mitigation Measure BIO-3: Install Temporary Fencing around Environmentally Sensitive Habitat Mitigation Measure BIO-4: Restore Temporarily Disturbed Areas Mitigation Measure BIO-5: Implement Water Quality Best Management Practices Mitigation Measure BIO-6: Provide Escape Ramps or Cover Open Trenches Mitigation Measure BIO-7: Avoid Limestone Salamander Active Period Mitigation Measure BIO-8: Restrict In-stream Work to Low-flow Period Mitigation Measure BIO-9: Monitor during Dewatering Activities Mitigation Measure BIO-10: Monitor during Ground Disturbance and Vegetation Removal Mitigation Measure BIO-11: Avoid the Spread of Invasive Plant Species Mitigation Measure BIO-12: Install Catchment Tarps Prior to any Work Activity to the Bridge
Cultural Resources & Tribal Cultural Resources	Mitigation Measure CUL-1: Archaeological Site Avoidance Measures Mitigation Measure CUL-2: Discovery of Cultural Resources during Ground-Disturbing Activities Mitigation Measure CUL-3: Accidental Finding of Human Remains
Geology & Soils	Mitigation Measure GEO-1: Avoid and Minimize Impacts to Paleontological Resources
Hazards & Hazardous Materials	Mitigation Measure HAZ-1: Implement BMPs for Wildland Fire Prevention Mitigation Measure TC-1: Prepare and Implement a Traffic Detour and Control Plan
Hydrology & Water Quality	Mitigation Measure BIO-3: Install Temporary Fencing around Environmentally Sensitive Habitat Mitigation Measure BIO-4: Restore Temporarily Disturbed Areas Mitigation Measure BIO-5: Implement Water Quality Best Management Practices Mitigation Measure BIO-11: Avoid the Spread of Invasive Plant Species

Initial Study Topic	Mitigation Measure
	Mitigation Measure BIO-12: Install Catchment Tarps Prior to any Work Activity to the Bridge
Noise	Mitigation Measure NOS-1: Construction Noise Reducing Best Management Practices
Recreation	Mitigation Measure TC-1: Prepare and Implement a Traffic Detour and Control Plan
Transportation	Mitigation Measure TC-1: Prepare and Implement a Traffic Detour and Control Plan
Wildfire	Mitigation Measure TC-1: Prepare and Implement a Traffic Detour and Control Plan Mitigation Measure HAZ-1: Implement BMPs for Wildland Fire Prevention

1.4.3 Determination (To be completed by the Lead Agency)

On the basis of this initial evaluation:

☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Matiel Holloway
Signature

6-7-2023
Date

Matiel Holloway, P.E.
Print Name

Senior Civil Engineer
Title

Mariposa County Public Works Department
Agency

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Chapter 2. Project Description

2.1 Introduction

The Mariposa County Public Works Department (County) proposes to replace the existing Incline Road over Moss Canyon Bridge (#40C0064) Replacement Project (proposed project), considered by the most recent California Department of Transportation (Caltrans) bridge inspection report as "Structurally Deficient", making the bridge eligible for replacement under the Highway Bridge Program (HBP). The replacement structure will be consistent with current roadway design standards.

To assess the environmental impacts of the project, this chapter includes design details and the expected construction process (e.g., equipment types, timing, etc.). Background information, along with a general site description, and a list of related regulatory permits and approvals required for the project is also provided below.

2.2 Project Background and Setting

The primary purpose of the project is to meet current design and safety standards for bridges and roads while minimizing impacts to Moss Creek and the Merced River. Periodic inspections by Caltrans have classified the existing Incline Road Bridge (built in 1965) as "Structurally Deficient", with a sufficiency rating of 44.1, making the bridge eligible for replacement under the HBP.

The term "*Structurally Deficient*" is a federal designation that means a bridge isn't up to current building standards. Often this means there are structural conditions or waterway adequacy issues that warrant a "high priority of corrective action." The Federal Highway Administration uses a scoring system to determine whether to label a bridge "structurally deficient"

The proposed project is being implemented by Caltrans and the County as part of the HBP within the Federal State Transportation Improvement Program (FSTIP). Briefly, the purpose of the HBP is to replace or rehabilitate publicly owned bridges that the State and Federal Highway Administration have deemed significantly important but unsafe, due to structural deficiencies, physical deterioration, or functional obsolescence. Federal funding is available to local agencies annually, which HBP utilizes to provide reimbursement for eligible projects. For the purposes of compliance with the National Environment Policy Act (NEPA), Caltrans is identified as the "Lead Agency", with the County identified as the "Lead Agency" for compliance with CEQA.

2.2.1 Environmental Setting

The proposed project is located on Incline Road in the north-east portion of the County, roughly 2 miles from the center of the Town of El Portal, California (see **Figure 2-1**). The roadway is a narrow paved rural road that provides access to several Stanislaus National Forest recreation areas (including day use and overnight camping facilities) and a small number of rural residents. According to the California Road System (CRS) Maps, it is designated as a Rural Local Road. The latest Caltrans Bridge Inspection Report lists the average daily traffic (ADT) to be 150 (1988) vehicles, with a future ADT to be 320 (2035).

Incline Road (located north of and parallel to the Merced River) connects to the regional Central Yosemite Highway (State Route 140), which is located south of and parallel to the Merced River 0.2 miles east of the Moss Canyon Bridge site (via Foresta Road). The bridge spans across Moss Creek just as the creek flows into the Merced River (**Figure 2-2** and **Photos 1** and **2**, below).

As a county maintained road within the Stanislaus National Forest, there is no formal County right-of-way on the roadway itself. Lands surrounding the bridge site are designated for a variety of open space, recreational, and related uses consistent with the Stanislaus National Forest Plan. The bridge site is also located within the 0.25-mile protected corridor of the Merced River, which is designated as a Wild and Scenic River by the National Park Service.

2.2.2 Surrounding Land Uses

Open space uses dominate the landscapes surrounding the existing bridge site. The Merced River forms the southern boundary of the Project site, with natural communities including cismontane woodland and annual grasslands occurring along the north side of Incline Road. Riparian habitat occurs immediately adjacent to Moss Creek and the Merced River. While the Project site is located approximately 2 miles west of the community of El Portal, no residential land uses are located within the immediate vicinity of the Project site. The Project is located at an approximate elevation of 1,675 feet above mean sea level (amsl).

2.2.3 Land Use Designations and Zoning

The project site is located within the Stanislaus National Forest, with lands surrounding the bridge site designated for a variety of open space, recreational, and related uses consistent with the Stanislaus National Forest Plan. The bridge site is also located within the 0.25-mile protected corridor of the Merced River, which is designated as a Wild and Scenic River by the National Park Service.

The County of Mariposa General Plan designates lands to the north, south, and west of the project site as "Agriculture/Working Landscape". Lands to the east are designed as the "El Portal Planning Study Area".



Photo 2-1. View Facing East Approaching Incline Road ridge



Photo 2-2. View Facing West Traveling Away from Existing Bridge



Figure 2-1. Regional Location

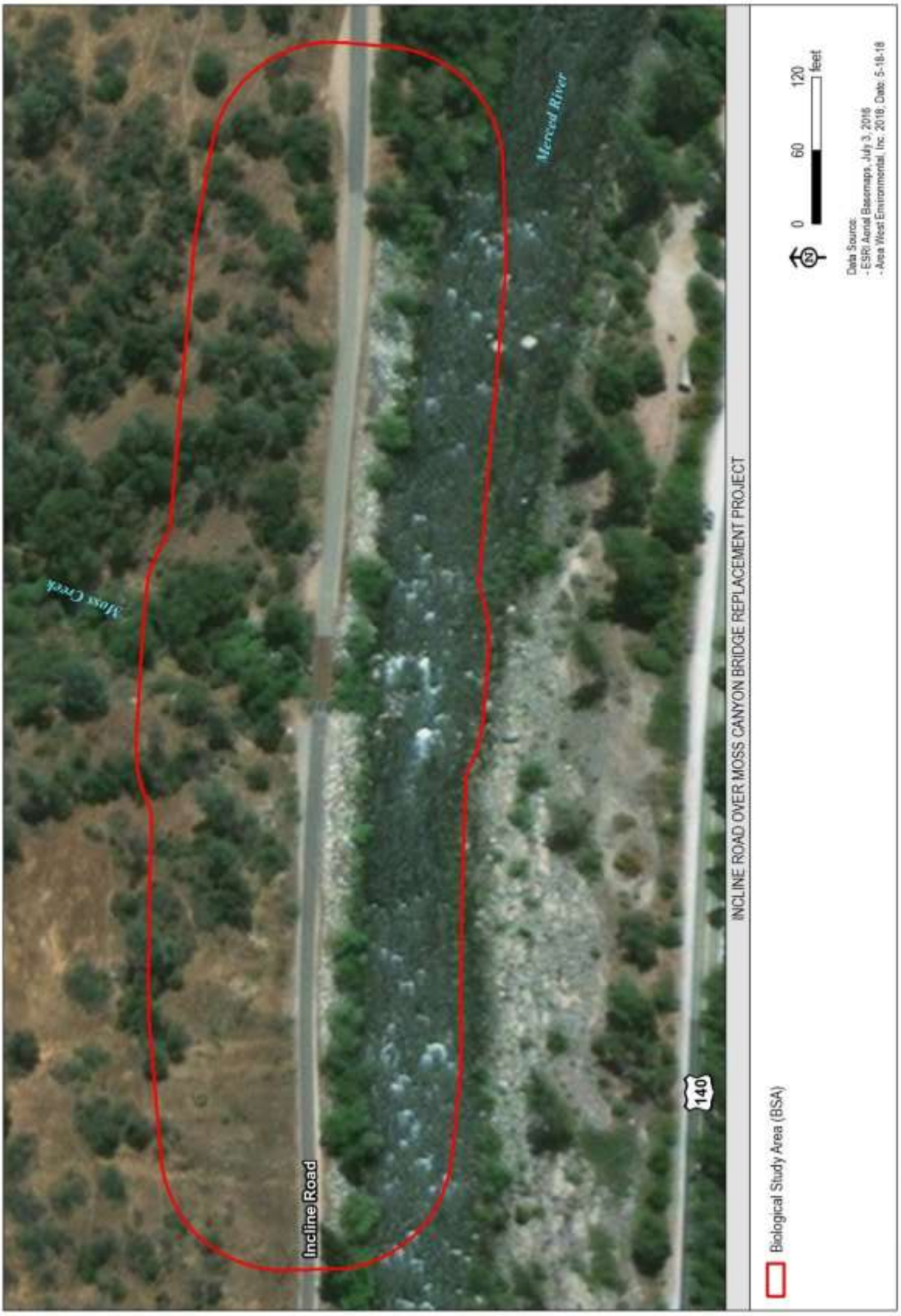


Figure 2-2. Project Site

2.3 Project Objectives

Specific objectives of the proposed project are to replace the existing Incline Road Bridge with a new structure that:

- Remove the existing structure, deemed "Structurally Deficient", and reconstruct a new bridge that will accommodate safe vehicular travel and pedestrian access;
- Provide a new structure that is wider to meet current design standards;
- Widen bridge approaches to accommodate the wider bridge structure; and
- Minimizes environmental impacts to local resources.

2.4 Project Description

The proposed project would replace the existing bridge with a new bridge in essentially the same location. Overall, The site encompasses approximately 1 acre, with the construction footprint including the existing bridge, the portion of Moss Canyon directly under the bridge deck, and areas adjacent to the existing bridge abutments (see **Figure 2-3** in **Section 2.7**, below).

This section begins with a description of the existing bridge structure, the proposed replacement structure and the construction process. **Figures 2-3** through **2-5**, referenced in this chapter, are oversized to show details of the construction process and are all located below in **Section 2.7** "**Oversized Figures**".

2.4.1 Description of Existing Bridge

The existing bridge, built in 1965, is a four-span structure approximately 65 feet long and 16 feet wide consisting of continuous rolled steel stringers with a timber deck. The supports consist of piers on steel cap and column bents and reinforced concrete closed-end seat abutments. The bridge is founded on spread footings that are the original foundations from a railroad bridge dating back to 1903. The timber decking was recently replaced. The bridge has timber guardrails on timber posts but no approach guard railing.



Photo 2-3. View of Concrete Planter along Bridge Railing



Photo 2-4. View of Existing Light Standard (Northeast Corner)

2.4.2 Construction Process

The primary activities and time periods that will comprise the construction process for the proposed project are summarized below in **Table 2-1**. The following section provides additional details regarding these activities.

Table 2-1. Proposed Construction Work Order and Schedule

Activity	Estimated Dates
Preconstruction Surveys & Environmental Awareness Training	March – May
Initial Site Construction Activities *Clearing Project Site and Installing Environmental Fencing* *Install Water Diversion (if necessary)* *Install Erosion Control Measures* *Install Temporary Bridge/Crossing*	May – June
Remove Existing Bridge Structure	June
Construction of the New Bridge *Footing construction at abutments* *Abutment construction* *Place cast-in-place, post-tensioned concrete slab bridge* *Finish bridge deck and complete barriers* *Install Scour Countermeasures (RSP – if necessary)* *Reconstruct Roadway Approaches* *Restore Project Site*	July to October

Preconstruction Surveys and Environmental Awareness Training

Onsite preconstruction activities would be focused on completing the regulatory agency (see **Section 2.6** "**Required Permits and Approvals**" below) permitting conditions and implementation of the proposed project's mitigation monitoring and reporting plan. Key activities would focus on completion of the following:

- Nesting bird/raptor surveys.
- Preconstruction species surveys.
- Construction worker environmental awareness training.

Initial Site Construction Activities

Prior to removal of the existing bridge structure, the initial stages of construction would include site clearing and vegetation removal, the installation of environmental fencing around sensitive trees and habitats, and implementation of a water diversion system, if necessary due to creek flow conditions. Additional details are provided below.

Site Clearing, Vegetation Removal, and Tree Preservation Measures

Portions of the project site within the Moss Creek area would require site clearing and vegetation removal. Some habitats within the project site (including Waters of the U.S. and State, and riparian vegetation communities) qualify as natural communities of special concern, as they are regulated by state and federal resource agencies. **Table 2-2** summarizes temporary and permanent impacts on these vegetation communities. The construction contractor will be responsible for the installation of environmental fencing, monitoring, and the protection of on-site sensitive habitats to the extent feasible as more fully described in Chapter 3, **Section 3.6** "**Biological Resources**".

Table 2-2. Summary of Temporary and Permanent Effects by Vegetation Community

Vegetation Community	Permanent Impact (acres)	Temporary Impact (acres)
Upland Communities		
Annual Grassland	0.038	0.053
Montane Hardwood	0.059	0.156
Waters of the U.S. and State and Riparian		
Montane Riparian (Moss Creek/Merced River)	0.006	0.055
Waters of the U.S. and State		
Perennial Stream (Moss Creek/Merced River)	0	0.021
Total	**0.103**	**0.285**

Source: Natural Environment Study for the Moss Canyon Bridge on Incline Road Replacement Project (Br. No. 40C0064) (Area West Environmental, Inc. 2020)

Proposed Dewatering Methods

The proposed Project will not involve permanent modifications to the Moss Creek channel. However, bridge demolition and new bridge construction will require temporary access to the creek channel to remove the existing bridge pier/abutments, to install and remove temporary falsework supports, and to install new rock slope protection at the abutments (if necessary). Depending on creek flows, a temporary creek diversion system may be necessary during both demolition of the existing bridge and the construction of the new bridge.

Depending on creek flows, a temporary creek diversion system may be necessary during both demolition of the existing bridge and the construction of the new bridge. Since work would occur during the low flow season, only localized dewatering is anticipated at the abutment locations to control groundwater during abutment construction. If water is flowing in the creek, water will be channelized through a cofferdam system at each abutment location. A temporary water diversion system (including a creek pipe diversion system, screened pumps, siltation baffles, and cofferdams) may be required to isolate the work area from flowing water. The temporary water diversion system will likely consist of a series of large diameter plastic pipes that would extend upstream and downstream of the proposed excavation areas, but within the construction area shown in **Figure 2-3**. Temporary berms consisting of clean crushed rock or gravel bags are typically located at both ends of the pipes to create a dam for the water. The berms will also have an impervious membrane made up of heavy-duty plastic to keep water from seeping into the work area. Impacted waters located in the work area would either be treated per Storm Water Pollution Prevention Plan (SWPPP) requirements or disposed of per RWQCB requirements. Activities within the channel would commence after appropriate dewatering and storm water quality best management practices (BMPs) are in place.

Erosion Control

As a result of permitting conditions from the California Department of Fish and Wildlife (Section 1602 Streambed Alteration Agreement), the RWQCB, and as referenced in Mitigation Measure BIO-3 "Implement Water Quality Best Management Practices", the construction contractor will be required to install temporary BMPs (including silt fencing, straw bales/fiber rolls, etc.) to control any runoff or erosion from the project site into the surrounding waterways. These temporary BMPs would be installed prior to any construction operations and would remain in place for the duration of the construction period. The removal of these BMPs would be the final operation, along with project site cleanup and restoration. BMPs would consist of all applicable federal, state, and local erosion and sediment control

policies, as more fully described in Chapter 3, **Section 3.6** "**Biological Resources**" and **Section 3.12** "**Hydrology and Water Quality**".

Removal and Construction of the New Bridge

Removal or demolition of the existing bridge would involve typical concrete removal methods including saw-cutting and jackhammering, with segments of the superstructure broken into relatively large pieces and removed by a crane situated on the roadway.

The replacement structure will be a single span, cast-in-place, post-tensioned concrete, slab bridge, approximately 55 feet long (**Figures 2-3** and **2-4**). With bedrock approximately 4 to 5 feet below grade at the bridge abutment locations, it is anticipated that the replacement bridge abutments would utilize spread footings founded approximately half a foot into the bedrock. This structure will require falsework (temporary form work used to support the concrete until it develops strength) within locations of the creek channel. With a span length of 55 feet, it may be possible to keep falsework out of the creek by spanning the entire length with falsework stringers that are supported on the new abutment footings.

Bridge Abutments. Construction of the new bridge abutments will require two excavation areas approximately 30 feet wide by 15 feet long by 10 feet deep. The new abutments will be placed in front of the existing abutments, which will minimize conflicts with the existing foundations and remain outside of the ordinary high-water area of Moss Creek.

Bridge Profile. The peak flows for the proposed project were determined using the U.S. Geological Survey (USGS) 2012 regional regression equations along with stream gauge data from the Merced River. This analysis shows the 100- and 50-year water surface elevations (WSE) at the existing bridge to be 1,671.4 and 1,668.9 feet amsl, respectively.

Projects utilizing federal funds must conform to the Caltrans/Federal Highway Administration (FHWA) design criteria, which requires bridges to be designed to pass the 100-year design discharge (with no freeboard) and the 50-year design discharge with sufficient freeboard to accommodate debris (Caltrans design criteria recommends 2 feet). With a soffit elevation of 1,672.5 feet amsl, the new bridge will pass the 100-year WSE and the 50-year WSE with 1.1 feet and 3.6 feet of freeboard respectively (Quincy Engineering 2016). Therefore, no increases to the existing bridge elevation or profile are anticipated.

Roadway Approaches, Railing, and Bridge Width. The proposed road improvements will be designed to meet or exceed the American Association of State Highway and Transportation Officials (AASHTO)'s Policy on Geometric Design of Highways and Streets (Greenbook) as well as AASHTO's Guidelines for Geometric Design of Very Low-Volume Local Roads (ADT<400). After discussion between the County and Caltrans District 10 Local Assistance, a 20-foot clear roadway width was determined appropriate to meet both AASHTO and Cal Fire requirements for this location. The new roadway approaches will be paved to conform to the existing roadway condition.

Caltrans standard Midwest Guardrail System guardrail is proposed at three of the four corners of the bridge to protect vehicles from the blunt end of the bridge concrete barriers. On the north ends of the bridge, the guardrail will consist of 25-foot long WB-31 transition sections with buried end anchors in to the hillside. The southeast corner will feature the standard inline terminal section. An Alternative Crash Cushion is proposed at the southwest corner of the bridge due to the limited available hinge width in this area. With railing, the anticipated bridge width will be approximately 24 feet.

In-Channel Work. As previously described, some work will be necessary within the Moss Creek channel to remove the existing piers and abutments, construct new abutments, and install new rock slope protection at the abutment locations (if necessary). Construction excavations within the creek channel would be restricted to as near the banks of the creek to the maximum extent practicable, and work conducted in the creek bed would be restricted to the period between June 15 and October 15 when the creek is flowing at its lowest point.

Utility Relocation

There is an overhead utility line that may require temporary relocation during construction of the bridge. There are no utilities attached to the existing bridge.

Right of Way

Incline Road is a County maintained road in the Stanislaus National Forest. While there is no formal County right-of-way on the road, land surrounding the bridge site is managed by the Sierra National Forest. Discussion with the County and Forest Service has indicated that work on the bridge will require a temporary construction easement.

The proposed project site is located between steep mountainous terrain to the north and the Merced River to the south. The replacement bridge will be centered on the current bridge/roadway alignment but offset approximately 2 to 3 feet to the north to accommodate the new wider structure. The new bridge will be crowned at the center with a 2% cross slope.

2.4.3 Construction Schedule, Site Access, and Equipment Staging

The proposed project is scheduled for construction during the summer months within the waterway of Moss Creek when flows are at their lowest levels. Primary construction activities would take place once the existing bridge is closed and would follow a simple two-step phasing: bridge demolition followed by new bridge construction, with foundation work in the creek followed by superstructure construction. Construction staging areas will be located on and adjacent to the bridge approaches.

The proposed order of work and associated schedule was previously provided above in **Table 2-1**. A general list of equipment that may be used during the construction process is identified below in **Table 2-3**.

Stage construction of the new bridge is not practical due to the narrow width of the existing roadway. Therefore, a temporary bridge immediately to the north of the existing bridge will be used to detour traffic during construction (see **Figures 2-3** and **2-5**). With this option, Incline Road can remain open and the new bridge can be built along the existing bridge alignment.

Table 2-3. Proposed Equipment and Purpose

Equipment	Construction Purpose
Dump Truck	Fill material delivery/surplus removal
Excavator	Soil manipulation
Front-end Loader	Dirt or gravel manipulation
Grader	Ground leveling
Haul Truck	Earthwork construction; clearing and grubbing
Paver	Roadway paving
Roller	Earthwork and compacting

Equipment	Construction Purpose
Scraper	Earthwork construction; clearing and grubbing
Truck with Seed Sprayer (hydroseeded)	Erosion control and landscaping
Water Truck	Earthwork construction; clearing and grubbing
Screen Pumps, Pipe Network, Siltation Baffles, Cofferdam, or Culvert	Equipment for dewatering

2.5 Required Permits and Approvals

Major permits or approvals that would likely be required for the proposed project are identified below in **Table 2-4**.

Table 2-4. Project Related Permits and Approvals

Agency	Permit/Approval
U.S. Army Corps of Engineers (USACE)	Clean Water Act Section 404 Permit for discharge of fill to Waters of the U.S.
U.S. Fish and Wildlife Service (USFWS)	Endangered Species Act compliance; Section 7 consultation. Consultation will take place through the Caltrans NEPA approval process.
State Historic Preservation Office	Section 106 of the National Historic Preservation Act. Consultation will take place through the Caltrans NEPA approval process.
California Department of Fish and Wildlife (CDFW)	Section 1602 Streambed Alteration Agreement.
Regional Water Quality Control Board (RWQCB)	Clean Water Act Section 401 Certification and Clean Water Act Section 402 National Pollutant Discharge Elimination System Stormwater Permit for General Construction.
County of Mariposa	Design and CEQA review from County.

2.6 Mitigation and Best Management Practices

Various environmental control measures will be required by the proposed project and incorporated into the project's construction plans and specifications. These may include the use of erosion control and silt fencing best management practices (BMPs) consistent with applicable federal, state, and local regulations Additional BMPs would be enforced to maintain site appearance, control dust, and provide noise attenuation if needed. The following biological and cultural resources technical reports have been completed which identify measures that would be included in the contract documents to address potential impacts, including the need for preconstruction nesting bird surveys, revegetation measures, and other species avoidance measures. Other control measures will include water quality and environmental spill contingency plans for work near the creek channel.

2.7 Oversized Figures

This section provides the following oversized figures which illustrate the construction process described above in Section 2.4 "Project Description":

- Figure 2-3. Proposed Project Site Plan (Including Area of Potential Effect)
- Figure 2-4. Proposed Project Plan
- Figure 2-5. Proposed Project Traffic Detour

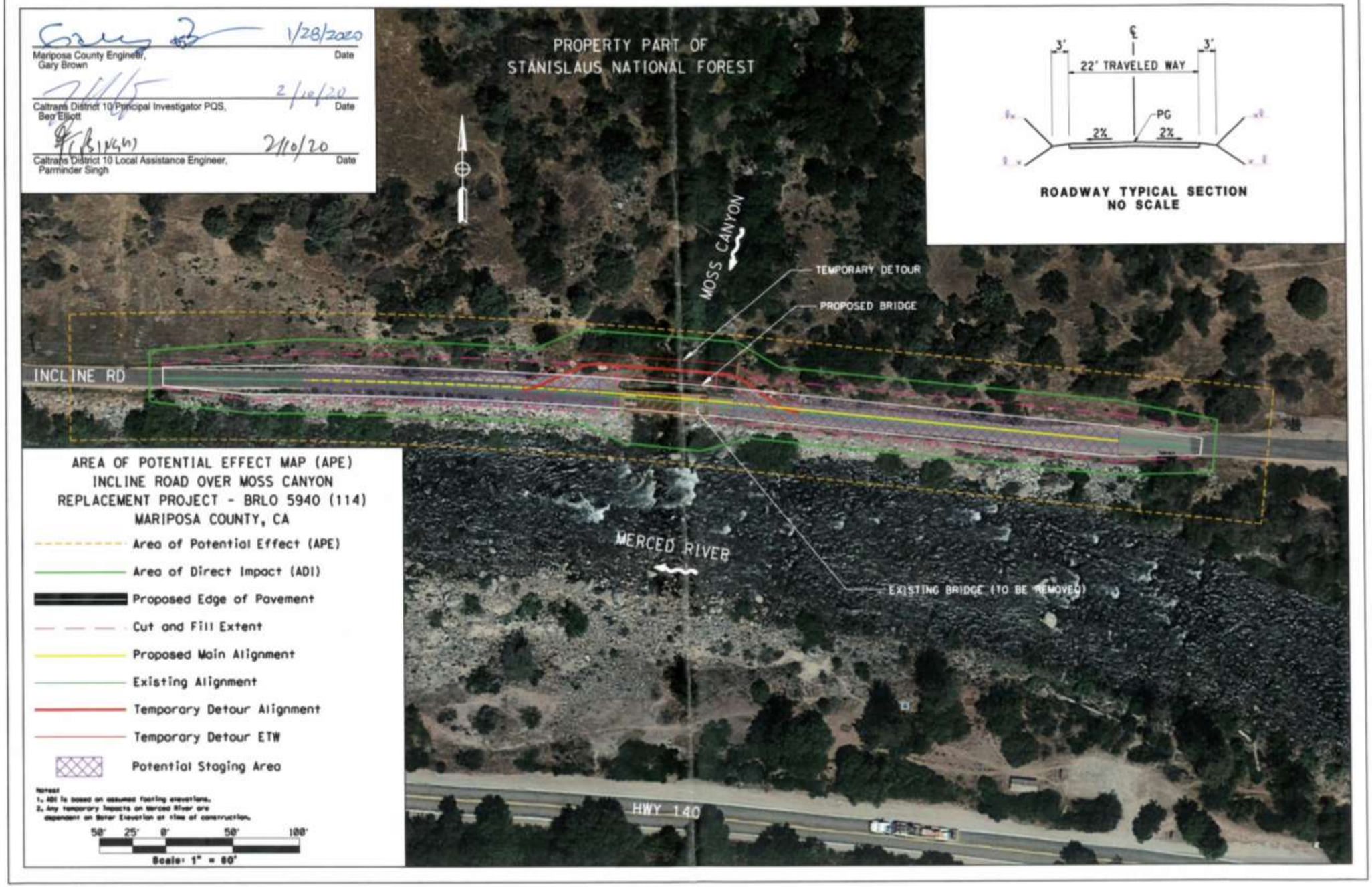


Figure 2-3. Proposed Project Site Plan (Including Area of Potential Effect)

NOTES:

1. THIS PLAN ACCURATE FOR ROADWAY LAYOUT ONLY.
2. FOR COMPLETE RIGHT OF WAY DATA, SEE RIGHT OF WAY RECORDS AT THE COUNTY OFFICE.
3. FOR DETOUR PLAN AND DETAILS, SEE "STAGE CONSTRUCTION AND TRAFFIC HANDLING PLAN" SHEETS.

LEGEND:

- SURVEY CONTROL POINT
- (X) CURVE NUMBER
- EXISTING FENCE
- —t—(oh)— EXISTING OVERHEAD TELEPHONE
- —e—(oh)— EXISTING OVERHEAD ELECTRICAL
- EXISTING UTILITY POLE
- EXISTING SIGN TO BE REMOVED
- DIRECTION OF FLOW
- (XX) SIGN NUMBER

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
10	MAR	C.R.	MOSS CANYON BRIDGE AT INCLINE ROAD	3	X

REGISTERED CIVIL ENGINEER — DATE

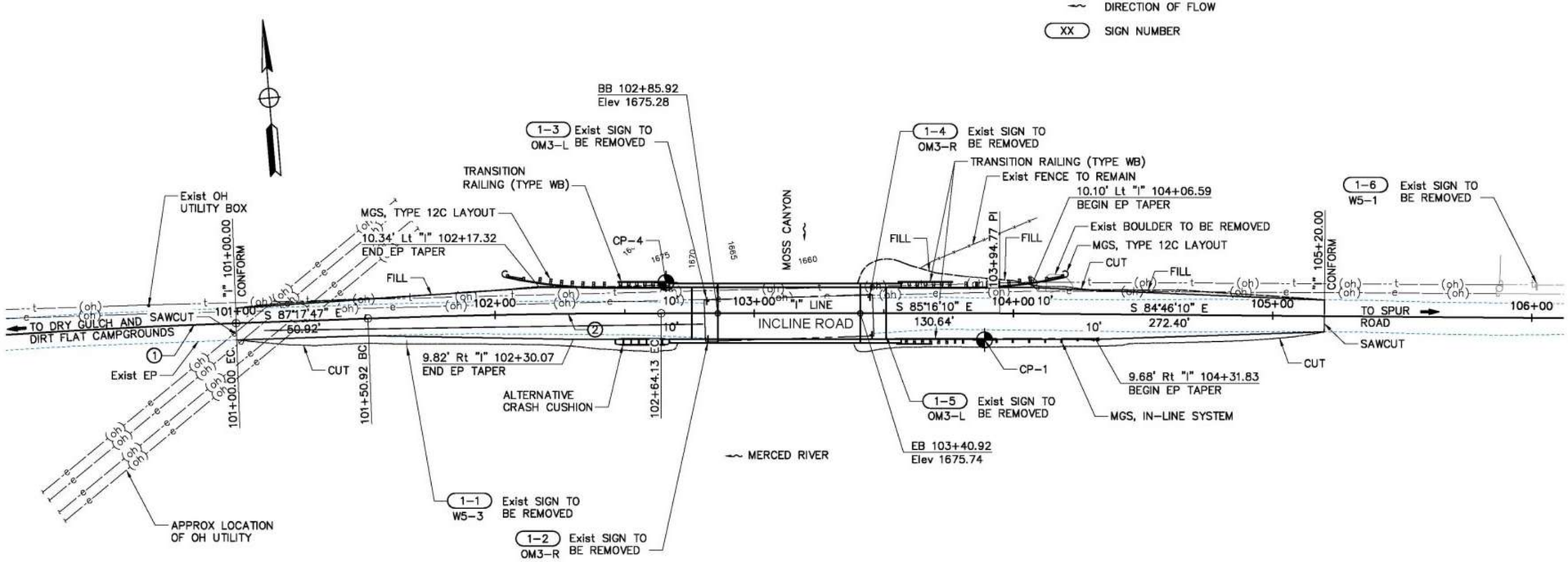
30% SUBMITTAL

PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

REGISTERED PROFESSIONAL ENGINEER — MICHAEL A SANCHEZ — No. 60254 — Exp. 6/30/18 — CIVIL — STATE OF CALIFORNIA

QUINCY ENGINEERING
11017 COBBLEROCK DRIVE, SUITE 100
RANCHO CORDOVA, CA 95670
P: 916.368.9181



"I" LINE CURVE DATA

No. ◯	R	D	T	L
1	3000.00'	1° 45' 35"	46.08'	92.14'
2	3200.00'	2° 01' 37"	56.61'	113.21'

SURVEY CONTROL DATA

Point #	Northing	Easting	Elevation (Ft.)	STATION	OFFSET	Raw Description
CP-1	2067139.607	6758773.210	1675.85	"l" 102+65.96	11.81' Rt	CP 60D
CP-4	2067171.756	6758652.537	1674.73	"l" 103+88.87	10.28' Lt	CP 60D

LAYOUT
1"=20'
L-1

CALCULATED-DESIGNED BY: H. CHOU
DET CHK
CHECKED BY
REVISED BY
DATE REVISED
PROJECT ENGINEER: MICHAEL A. SANCHEZ
COUNTY OF MARIPOSA – DEPARTMENT OF PUBLIC WORKS
MOSS CANYON BRIDGE

BORDER LAST REVISED 7/2/2010
USERNAME Andyc
DWG FILE S:\Client\Mariposa County\M19 – 400 Incline Rd at Moss Canyon (Br. No.
RELATIVE BORDER SCALE IS IN INCHES 0 1 2 3
UNIT UNIT
PROJECT NUMBER & PHASE M19-400 – PROJECT PHASE
LAST REVISION
DATE PLOTTED: Thursday, June 15, 2017
TIME PLOTTED: 3:40:10 PM, Juan Cruz

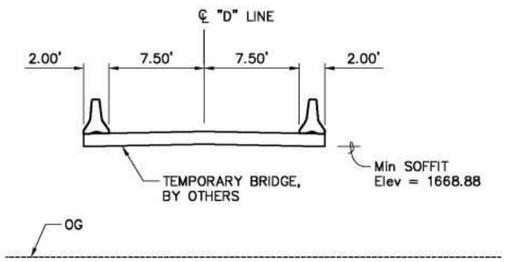
Figure 2-4. Proposed Project Plan

NOTES:

1. THIS PLAN ACCURATE FOR STAGE CONSTRUCTION AND TRAFFIC HANDLING ONLY.
2. SIGN LOCATIONS ARE APPROXIMATE. EXACT LOCATIONS TO BE DETERMINED BY THE ENGINEER.
3. NO POST WHEN SIGNED MOUNTED ON BARRICADE.
4. VARY CROSS SLOPE TO CONFORM WITHIN 30 FEET OF EACH CONFORM.

"D" LINE CURVE DATA

No. ◯	R	D	T	L
1	3000.00'	1° 50' 31"	48.23'	96.45'
2	50.00'	29° 08' 31"	13.00'	25.43'
3	40.00'	29° 19' 37"	10.47'	20.47'
4	35.00'	31° 04' 49"	9.73'	18.99'
5	50.00'	30° 34' 49"	13.67'	26.69'



LEGEND:

- DIRECTION OF DETOUR TRAFFIC
- STATIONARY MOUNTED CONSTRUCTED AREA SIGNS (ONE POST)
- STATIONARY MOUNTED CONSTRUCTED AREA SIGNS (TWO POST)
- WORK AREA (CLOSED TO TRAFFIC)
- (XX) CONSTRUCTION AREA SIGN NUMBER

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
10	MAR	C.R.	MOSS CANYON BRIDGE AT INCLINE ROAD	7	X

REGISTERED CIVIL ENGINEER — DATE

30% SUBMITTAL

PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER — MICHAEL A. SANCHEZ — No. 60254 — Exp. 6/30/18 — CIVIL — STATE OF CALIFORNIA

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QUINCY ENGINEERING — 11017 COBBLEROCK DRIVE, SUITE 100, RANCHO CORDOVA, CA 95670, P: 916.368.9181

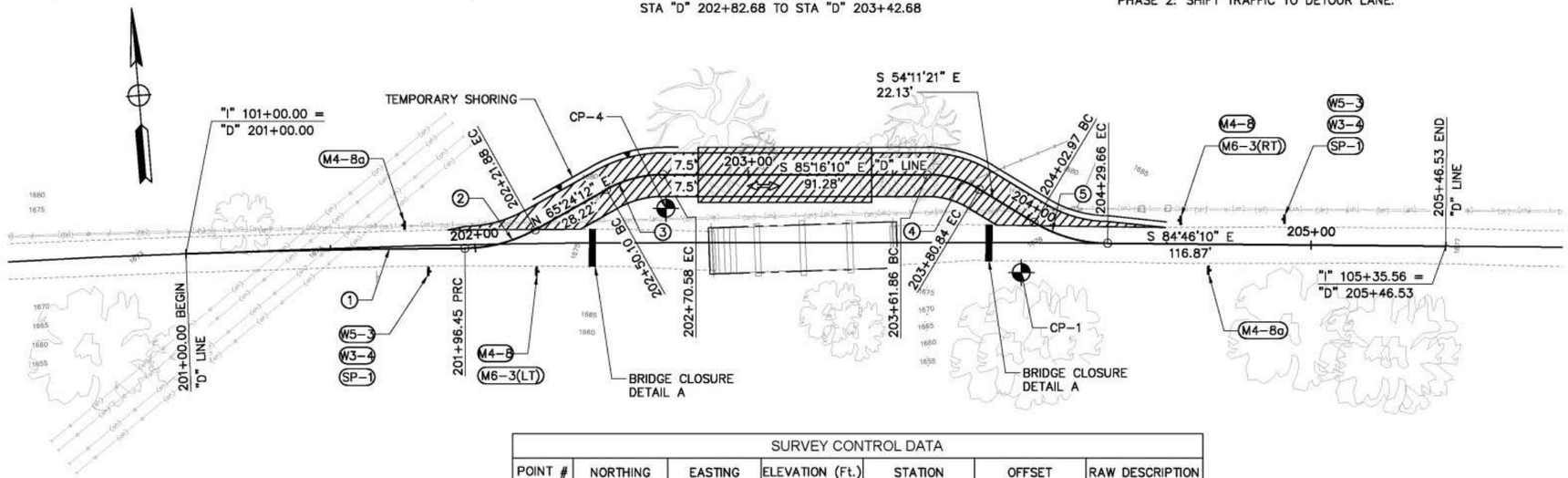
STAGE 1

PHASE 1: CONSTRUCT DETOUR, SEE SC-3 SHEET FOR DETOUR PROFILE.

PHASE 2: SHIFT TRAFFIC TO DETOUR LANE.

INCLINE ROAD DETOUR

STA "D" 202+82.68 TO STA "D" 203+42.68

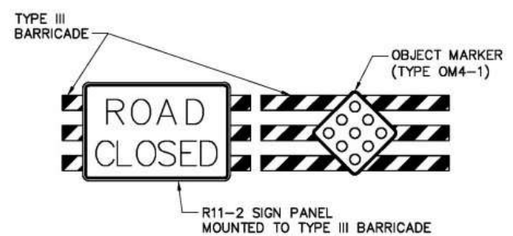


SURVEY CONTROL DATA

POINT #	NORTHING	EASTING	ELEVATION (Ft.)	STATION	OFFSET	RAW DESCRIPTION
CP-1	2067139.607	6758773.210	1675.85	"D" 204+06.77	17.26' Rt	CP 60D
CP-4	2067171.756	6758652.537	1674.73	"D" 202+71.52	11.61' Rt	CP 60D

CONSTRUCTION AREA SIGN (STATIONARY MOUNTED)

SIGN No.	SIGN CODE	PANEL SIZE (IN X IN)	SIGN MESSAGE	POST SIZE (IN X IN)	No. OF POSTS (EA)	No. OF SIGNS (EA)	DESCRIPTION
1	M4-8	24 X 18	DETOUR				BLACK ON ORANGE
2	M4-8a	21 X 15	END DETOUR				BLACK ON ORANGE
3	M6-3 (LT)	21 X 15	LEFT ARROW				BLACK ON ORANGE
4	M6-3 (RT)	21 X 15	RIGHT ARROW				BLACK ON ORANGE
5	SP-1	36 X 36	PROCEED WHEN CLEAR				BLACK ON ORANGE
6	W5-3	36 X 36	ONE LANE BRIDGE				BLACK ON ORANGE
7	W3-4	36 X 36	BE PREPARED TO STOP				BLACK ON ORANGE
8	R11-2		ROAD CLOSED				BLACK ON ORANGE
				SUBTOTAL			
				TOTAL			



BRIDGE CLOSURE DETAIL A
NO SCALE



SP-1

STAGE CONSTRUCTION AND TRAFFIC HANDLING PLAN (STAGE 1)

1"=20"

SC-1

REVISED BY | DATE REVISED | H. CHOU | DET CHK | CALCULATED-DESIGNED BY | CHECKED BY | PROJECT ENGINEER | MICHAEL A. SANCHEZ

COUNTY OF MARIPOSA – DEPARTMENT OF PUBLIC WORKS | MOSS CANYON BRIDGE

BORDER LAST REVISED 7/2/2010 | USERNAME Andyc | DWG FILE S:\Client\Mariposa County\M19 – 400 Incline Rd at Moss Canyon (Br. No. | RELATIVE BORDER SCALE IS IN INCHES 0 1 2 3 | UNIT UNIT | PROJECT NUMBER & PHASE M19-400 – PROJECT PHASE | LAST REVISION | DATE PLOTTED: Thursday, June 15, 2017 | TIME PLOTTED: 3:40:43 PM, Juan Cruz

Figure 2-5. Proposed Project Traffic Detour

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Chapter 3. Initial Study Checklist

3.1 Introduction

In compliance with the CEQA Guidelines, the County has prepared the following initial study checklist to analyze the environmental impacts of the proposed project. This checklist uses Appendix G of the CEQA Guidelines to provide a basis for the analysis of the resource areas addressed. An evaluation of potential impacts and mitigation measures to reduce potentially significant impacts is presented in the analysis.

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages. However, all impacts would be mitigated to a less than significant level as indicated on the following pages.

☐	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/Service Systems	☒	Wildfire	☐	Mandatory Findings of Significance

3.2 Evaluation of Environmental Impacts

1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (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).

2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts. Operations and maintenance impacts of the proposed project are routine, minimal, and essentially the same as current operations and maintenance of the existing facilities. There is no potential for a significant impact to any resource category from project operations and maintenance of the existing and proposed facilities.

3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required. “Beneficial impact”

is also identified where appropriate to provide full disclosure of any benefits from implementing the proposed project.

4) "Less-than-Significant Impact with Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less-than-Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less-than-significant level (mitigation measures from "Earlier Analyses," as described in (5) below, may be cross-referenced).

5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration (Section 15063[c][3][D]). In this case, a brief discussion should identify the following:

   a) Earlier Analysis Used. Identify and state where they are available for review.

   b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.

   c) Mitigation Measures. For effects that are a "Less-than-Significant Impact with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.

9) The explanation of each issue should identify:

   a) the significance criteria or threshold, if any, used to evaluate each question; and

   b) the mitigation measure identified, if any, to reduce the impact to less than significance.

Significance thresholds are identified for certain resources, but others are not explicitly identified because there is clearly no impact or the checklist question itself serves as the significance threshold.

3.3 Aesthetics

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
I. AESTHETICS.					
Except as provided in PRC Section 21099, **would the project:**					
a) Have a substantial adverse effect on a scenic vista?	☐	☐	☒	☐	☐
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a State scenic highway?	☐	☐	☒	☐	☐
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from a 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?	☐	☐	☐	☒	☐

3.3.1 Environmental Setting

A *Community Impact Technical Memo* (GEI Consultants, Inc 2020), *Section 7(a) of the Wild and Scenic Rivers Act Evaluation* (Area West Environmental, Inc, 2020), and a *Natural Environment Study* (Area West Environmental, Inc. 2020) were prepared as part of the CEQA and NEPA process for the proposed project.

Visual Character. The project site is located along Incline Road. At this location, the roadway traverses the Merced River Canyon, running parallel and just north of the Merced River. The project site is located within the Stanislaus National Forest (with management assistance from the Sierra National Forest) and within the 0.25-mile protected corridor of the Merced River Canyon (designated as a Wild and Scenic River by the National Park Service). The larger Merced River Canyon (located just west of Yosemite National Park) is recognized by the Mariposa County General Plan as exhibiting major scenic values (Mariposa County Countywide General Plan, Open Space and Conservation Element, 2006).

Open space land uses (including steep mountainous terrain, forested ridgelines, and the Merced River corridor) dominate the larger visual character of the area. Both motorists (travelling locally and regional along State Route 140) and river-related recreationists would be the primary user groups affected by aesthetic impacts occurring at the project site.

Incline Road is a narrow paved rural road that provides access to several Stanislaus National Forest recreation areas (including day use and overnight camping facilities), a small number of rural residents, and connects motorists to the regional Central Yosemite Highway (State Route 140) 0.2 miles east of the Moss Canyon Bridge site (via Foresta Road). Traffic volumes on Incline Road are considered low (estimated at 150 ADT). As a point of reference, estimated traffic volumes along State Route 140 (just

across the Merced River, as shown in **Figure 2-3**, page 2-13) are significantly higher at 2,900 (annual average daily traffic) vehicles travelling in either the eastbound or westbound direction (Caltrans, 2020).

Viewer Exposure and Sensitivity. Viewer sensitivity is a measure of viewer exposure and viewer awareness. Factors that affect the level of viewer concern are described below in **Table 3-1**.

Table 3-1. Viewer Sensitivity

Factor	Characteristics
Type of and Frequency of Use	Daily use from motorists traveling along Incline Road and State Route 140. Seasonal use from recreational activities along the Merced River Corridor.
Public Interest	Low (limited views outside of immediate area)
Adjacent Land Uses	Open Space Land Uses – Stanislaus National Forest

Incline Road serves predominantly rural residential and seasonal recreation-related vehicle traffic. Viewer sensitivity for residents driving along Incline Road between their homes and the regional roadway network is considered low due to the low number of viewers (vehicle trips), frequency of use and the limited area affected by the proposed project. Compared to the larger Merced River Corridor, the project site is relatively small in scale encompassing only the Incline Road Bridge area (confluence of Moss Creek with the Merced River).

A typical motorist view along Incline Road (looking primarily east or southeast) is shown in **Photo 3-1**. As shown in the photo, the foreground view experienced by motorists is focused on the Merced River and its rocky, vegetated banks, with the Foresta Road Bridge and forested mountain sides comprising the background views at this location. **Photo 3-2** provides a typical motorist view (facing primarily west), which identifies similar open space views to those experienced by west bound motorists.



Photo 3-2. Typical Motorist View Facing East



Photo 3-1. Typical Motorist View Facing West

State Route 140 is a designated scenic highway with highly rated visual quality. Due to nearby steep slopes, views from the highway are focused to foreground views of the Merced River and adjacent slopes. Incline Road and the Moss Canyon Bridge are visible from State Route 140. However, the view duration for passing motorists is brief due to the vegetated slopes of the Merced River which block a prolong and clear view of the roadway. Viewer sensitivity for motorists travelling along State Route 140 is considered high; however, views of the project site brief and limited (due to terrain and vegetation) due to the extent of the project site limits which are relatively small in scale compared to the larger Merced River Corridor.

Viewer sensitivity for recreation-related motorists, park-users, or visitors to the Merced River Canyon is higher, given the nature of the activity and the infrequency of use (roadway commuter versus seasonal recreation user or visitor). Incline Road and the Moss Canyon Bridge are also visible from the Merced River. However, the view duration for passing boaters is brief *(Section 7(a) of the Wild and Scenic Rivers Act Evaluation*, Area West Environmental, Inc, 2020). Recreation users and anglers at the Sierra National Forest's Red Bud picnic area on the Merced River's south bank near Foresta Road would have longer duration views, but the view of the Moss Canyon Bridge from the Red Bud picnic area is largely obscured by vegetation. Additional views of the project site may also occur at informal locations along the banks of the Merced River; however, recreation-related views from these locations would only be temporarily affected during the project's construction phase.

Scenic Routes and Vistas. According to the Caltrans State Scenic Highway Program, portions of State Route 140 are officially designated as a State Scenic Highway (Caltrans, 2019). Beginning near the Town of Mariposa (post mile 49.9), the section of State Route 140 to the Town of El Portal, is officially designated as a State Scenic Highway, with the remaining section of the roadway, to Yosemite National Park, considered *eligible* for official designation. Although this State Scenic Highway is located just south of the Merced River, views of the project site from the roadway are brief and limited due to the vegetated slopes of the Merced River which block a prolonged view of the site. The County's General Plan does not identify any additional roadways, routes, or trails near the project site as locally designated scenic routes or roadways.

Light and Glare. Light pollution is defined as any adverse effect of artificial light, including sky glow, glare, light trespass, light clutter, decreased visibility at night, and energy waste. Existing sources of light and glare are generally from motorists travelling on Incline Road and stationary sources (including street, security, and building lights) associated with the National Park Administrative and Maintenance buildings located 0.2 miles east of the project site

3.3.2 Discussion

a) Have a substantial adverse effect on a scenic vista?

A scenic vista is defined as a viewpoint that provides expansive views of a highly valued landscape (such as an area with remarkable scenery or a resource that is indigenous to the area) for the benefit of the general public. As shown in **Photos 3-1** and **3-2**, the mountain peaks, ridgelines, and the Merced River Corridor visible from the project site meet the criteria of a scenic vista or resource. The project site is also within the 0.25-mile protected corridor of the Merced River (designated as a Wild and Scenic River by the National Park Service), with the segment adjacent to the proposed project located in an area classified as a "Recreation Zone" under the Wild and Scenic River Act designation. The Recreation Zone classification means that the river is readily accessible by road or railroad, may have some development along their shorelines, and may have undergone some impoundment or diversion in the past (National Wild and Scenic Rivers System, 2018).

The proposed project will slightly alter the visual character of the bridge by removing the existing bridge piers and updating the bridge with modern railings and guardrails. The scale and location (vertical and horizontal alignment) would be in character with the existing structure. Changes to the bridge design would not substantially degrade the existing visual character of the area or adversely affect views from the highway or waterway. Vegetation removal for the temporary detour and bridge widening will occur north of the bridge and will not be clearly

visible from the Merced River or State Route 140 to the south. The existing slopes include unvegetated areas where bare rock and soil are visible. Vegetation changes would be temporary as disturbed areas are replanted and regrow over time. The new bridge will blend into the landscape and is consistent with views of other human-made structures in the Merced River corridor.

During construction, the presence of heavy equipment and construction materials could be visible from the highway and waterway. Traffic control equipment (orange cones, K-rail, temporary traffic control lights) may also be visible during construction. With night work not anticipated (possibility for single one or two-night event), no increase in light and glare from the project would occur. The general construction footprint is small, and changes in views due to construction activity would be minor and temporary. During and following construction, the implementation of site revegetation, replanting (using native vegetation), avoiding the spread of invasive plant species, and erosion control measures (see **Mitigation Measures BIO-3**, **BIO-4**, **BIO-5**, **BIO-11, and BIO-12** in **Section 3.6** "**Biological Resources**") would be completed as part of the project to restore the construction site to pre-project conditions. Consequently, this impact to the views of surrounding scenic vistas and the Merced River Corridor is considered ***less-than-significant***, with no additional mitigation measures (other than those identified in **Section 3.6** "**Biological Resources**") required.

b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a State scenic highway?

The State Route 140 is a designated scenic highway with highly rated visual quality. Due to nearby steep slopes, views from the highway are focused to foreground views of the Merced River and adjacent slopes. Incline Road and the Moss Canyon Bridge are visible from State Route 140. However, the view duration for passing motorists is brief due to the vegetated slopes of the Merced River which block a prolong and clear view of the roadway. Viewer sensitivity for motorists travelling along State Route 140 is considered high.

The proposed Project will slightly alter the visual character of the bridge by removing the existing bridge piers and updating the bridge with modern railings and guardrails. The scale and location (vertical and horizontal alignment) would be in character with the existing structure. Changes to the bridge design would not substantially degrade the existing visual character of the area or adversely affect views from the highway or waterway. Vegetation removal for the temporary detour and bridge widening will occur north of the bridge and will not be clearly visible from the Merced River or State Route 140 to the south. The existing slopes include unvegetated areas where bare rock and soil are visible. Vegetation changes would be temporary as disturbed areas are replanted and regrow over time. The new bridge will blend into the landscape and is consistent with views of other human-made structures in the Merced River corridor.

During construction, the presence of heavy equipment and construction materials could be visible from the highway and waterway. Traffic control equipment (orange cones, K-rail, temporary traffic control lights) may also be visible during construction. With night work not anticipated (possibility for single one or two-night event), no increase in light and glare from the project would occur. The general construction footprint is small, and changes in views due to construction activity would be minor and temporary. Following construction, the implementation of site revegetation, replanting (using native vegetation), avoiding the spread of invasive plant

species, and erosion control measures (see **Mitigation Measures BIO-3**, **BIO-4**, **BIO-5**, **BIO-11, and BIO-12** in **Section 3.6** "**Biological Resources**") would be completed as part of the project to restore the construction site to pre-project conditions. Consequently, this impact to the views of the Merced River Corridor from State Route 140 are considered ***less-than-significant***, with no additional mitigation measures (other than those identified in **Section 3.6** "**Biological Resources**") required.

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?

Public views of the project site are from motorists travelling along roadways (Incline Road and State Route 140) and from the Merced River. The view duration for passing boaters and motorists is brief. Recreation users and anglers at the Sierra National Forest's Red Bud picnic area would have longer duration views, but the view of the Moss Canyon Bridge from the Red Bud picnic area is largely obscured by vegetation.

Public views would be affected as follows:

Construction is anticipated to take approximately 5 to 6 months. During construction, the following activities and equipment may be easily seen in the project vicinity:

- Work crews accessing the project site.
- Removal of vegetation from the project site (traffic detour and bridge pier work areas).
- Large pieces of equipment used for moving earth; trenching ditches; transporting, lifting, and placing equipment; hauling concrete; spraying water to control dust; and other construction activities.

Construction activities would be temporary and limited to daylight hours. Due to intervening topography and vegetation, and because the project site is located adjacent to larger parcels within the Stanislaus National Forest, the project footprint is not visible to off-site roadways and properties. Sensitive viewers would be limited to motorists traveling through the area and river recreationists.

During construction, both the traffic detour and bridge pier work areas will be cleared of vegetation, as needed. During construction, the presence of heavy equipment and construction materials could be visible from the highway and waterway. Traffic control equipment (orange cones, K-rail, temporary traffic control lights) may also be visible during construction. With night work not anticipated (possibility for single one or two-night event), no increase in light and glare from the project would occur. The general construction footprint is small, and changes in views due to construction activity would be minor and temporary.

Following construction, the project site would be restored and revegetated using native vegetation (see **Mitigation Measures BIO-4** and **BIO-11** in **Section 3.6** "**Biological Resources**") as part of the construction process. The construction contractor will also be required

to install the use of bridge catchment tarps (see **Mitigation Measure BIO-12**) to ensure all construction debris is caught and removed daily from the work area and will install temporary fencing (see **Mitigation Measure BIO-3**) around environmentally sensitive habitats surrounding the work area to minimize visual impacts. Implementation of these mitigation measures (as more fully described in **Section 3.6** "**Biological Resources**") will ensure the project does not significantly change the existing visual setting and will minimize the introduction of visual elements that are uncommon in the area. While the proposed project will slightly alter the visual character of the bridge by removing the existing bridge piers and updating the bridge with modern railings and guardrails, the scale and location (vertical and horizontal alignment) would be in character with the existing structure. Changes to the bridge design would not substantially degrade the existing visual character of the area or adversely affect views from the highway or waterway. Consequently, this impact is ***less-than-significant***, with no additional mitigation measures (other than those identified in **Section 3.6** "**Biological Resources**") required.

d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

Currently, the only source of substantial light or glare in the project site are the relatively few vehicles traveling along Incline Road, vehicles travelling along State Route 140, and security lighting from the National Park Service Maintenance & Administrative Buildings located approximately ½ mile from the project site. Because the proposed project is not increasing roadway travel capacity or travel demands, the project would not result in additional traffic volumes along Incline Road; therefore, an increase in headlight and glare effects from additional vehicles traveling through the area is not expected. The proposed project does not include the installation of any light sources, and the materials used to construct the bridge do not include reflective materials that may introduce additional glare to the environment (the bridge would be constructed of concrete, the roadway approaches would be treated with asphalt, and rocks and revegetation would be used for slope protection). Consequently, the proposed project would not create a new source of substantial light or glare that would adversely affect day or nighttime views. ***No impact*** would occur.

3.4 Agriculture and Forestry Resources

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
II. AGRICULTURE AND FORESTRY RESOURCES.					
In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997, as updated) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the State's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. **Would the project:**					
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 PRC Section 12220(g)), timberland (as defined by PRC 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?	☐	☐	☐	☒	☐

3.4.1 Environmental Setting

According to the Mariposa County General Plan (Mariposa County 2006) Land Use map, lands to the north, south, and west of the project site are designated as "Agriculture/Working Landscape", with lands to the east designed as "El Portal Planning Study Area". The project site is located within the Stanislaus National Forest, with lands surrounding the bridge site designated for a variety of open space, habitat, and recreational uses consistent with the Stanislaus National Forest Plan. No active agricultural or timber harvesting activities occur within or on lands directly adjacent to the project site. The bridge site is located within the 0.25-mile protected corridor of the Merced River, which is designated as a Wild and Scenic River by the National Park Service.

As a means of agricultural land preservation, the State Legislature enacted the California Land Conservation Act of 1965, commonly referred to as the "Williamson Act." Under the Act, property owners may enter into contracts with the County to keep their lands in agricultural production for a minimum of 10 years, in exchange for property tax relief. Lands covered by Williamson Act contracts are assessed based on their agricultural value instead of their potential market value under non-agricultural uses and are known as "Agricultural Preserves." According to County records, no land within the project site is designated, zoned, or covered by a Williamson Act contract. The project site is associated with existing transportation uses (i.e., Incline Road) and no timber management activities occur on site.

Important Farmlands – Farmland Mapping and Monitoring Program

Based upon a review of maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, the proposed project is located within an area that has not been surveyed or classified at this time (California Department of Conservation 2023).

3.4.2 Discussion

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?

As described in **Chapter 2** "**Project Description**", the project site is located within the boundaries of the Stanislaus National Forest and is designated as Agriculture/Working Landscape under the County's existing General Plan. As such, the project site does not contain any Important Farmlands as identified by the California Department of Conservation's Farmland Mapping and Monitoring Program, parcels with an active Williamson Act contract, or lands designated as Forest or Timberlands. The project would replace an existing bridge, connecting a designated transportation route, with construction activities concentrated within and directly adjacent to the existing roadway, thus remaining consistent with existing development and current zoning and land use designations. No additional property right-of-way will be required for this project and its implementation will not affect the open space uses of surrounding parcels. Therefore, the project will not result in the conversion of Important Farmland, Timberland/Forest resources or is expected to encourage the non-renewal or cancellation of Williamson Act contracted lands. Consequently, ***no impact*** would occur.

b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?

See checklist Item "**a**" above.

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 PRC Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?

See checklist Item "**a**" above.

d) Result in the loss of forest land or conversion of forest land to non-forest use?

See checklist Item "**a**" above.

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?

See checklist Item "**a**" above.

3.5 Air Quality

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
III. AIR QUALITY.					
Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied on to make the following determinations. **Would the project:**					
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?	☐	☐	☒	☐	☐

3.5.1 Environmental Setting

Criteria Air Pollutants and Existing Air Quality Conditions

The proposed project is located within the boundaries of the Mariposa County Air Pollution Control District, which is within the Mountain Counties Air Basin (8 eastern sierra California counties from Plumas County, south to Mariposa County).

The U.S. Environmental Protection Agency (EPA) and the California Air Resources Board (CARB) have identified criteria air pollutants that are a threat to public health and welfare. These pollutants are called "criteria" air pollutants because standards have been established for each of them to meet specific public health and welfare criteria. These air pollutants include ozone, particulate matter less than 10 microns in diameter (PM10), particulate matter less than 2.5 microns in diameter (PM2.5), and nitrogen dioxide (NO2). **Table 3-2** (following page) presents the federal and state attainment status for these monitored pollutants. The primary sources of the precursors of ozone (ROG and NOx) are from motor vehicles. The primary sources of particulate matter are from residential burning, agricultural practices (including tilling and burning), and construction activities.

Sensitive Receptors

For the purposes of this air quality analysis, sensitive receptors are defined as facilities and land uses that include members of the population that are particularly sensitive to the effects of air pollutants, such as children, the elderly, and people with illnesses. Examples include residential areas, schools, hospitals, and daycare centers.

The nearest residences to the project site are located within the community of El Portal, approximately 2 miles east of the project site. The nearest school and medical facilities are also likely to occur within or nearby the community of El Portal.

Table 3-2. Mariposa County Air Quality Attainment Status

Criteria Air Pollutant	State Attainment Status	Federal Attainment Status
Ozone	Nonattainment	Nonattainment
Suspended Particulate Matter (PM10)	Unclassified (Nonattainment for Northeastern portion of County)	Unclassified
Fine Particulate Matter (PM2.5)	Unclassified	Unclassified/Attainment
Carbon Monoxide	Unclassified	Unclassified/Attainment
Nitrogen Dioxide	Attainment	Unclassified/Attainment
Lead	Attainment	Unclassified/Attainment
Sulfur Dioxide	Attainment	Unclassified/Attainment

Source: (California Air Resources Board, November 2022)

Construction Air Quality Emissions

Construction of the proposed project would generate temporary criteria pollutant exhaust emissions through the use of heavy-duty construction equipment, such as excavators and graders, and through vehicle trips generated from worker vehicles and haul trucks traveling to and from the project site. In addition, fugitive dust emissions would result from demolition of the existing bridge structure and various soil-handling and debris-management activities. Construction emissions can vary substantially from day to day, depending on the level of activity, the specific type of construction activity, and prevailing weather conditions.

While fugitive dust emissions are typically generated during construction phases, studies have shown that the application of BMPs at construction sites significantly controls fugitive dust and individual measures have been shown to reduce fugitive dust by anywhere from 30 to 90 percent. The Mariposa County Air Pollution Control District implements two rules that address construction-related air quality emissions. These include Rule 202, which prohibits visible emissions and Rule 205, which is a general nuisance prevention rule. The air pollution control district recommends the implementation of the following measures to reduce construction-related emissions:

- Maintaining construction vehicles and equipment according to manufacturer's specifications.
- Limiting construction equipment engine idling time.
- Using water or chemicals to control dust from demolition, construction, or grading.
- Scheduling construction truck work trips to non-peak traffic hours.
- Minimizing the length of construction truck trips.
- Maintaining paved roadways in a clean condition.

3.5.2 Discussion

a) Conflict with or obstruct implementation of the applicable air quality plan?

A Preliminary Environmental Study (PES), completed by Caltrans in March 2016, determined that the proposed project is exempt from the air quality conformity determination under the EPA 40 CFR 93.126, "Exempt Projects" (see Table 2: widening narrow pavements or reconstructing bridges, no additional travel lanes).

This impact is determined based on whether the proposed project would conflict with or obstruct implementation of the local air quality plan and/or applicable portions of the State Implementation Plan, which would lead to increases in the frequency or severity of existing air quality violations. As a bridge replacement project (with the primary objective of maintaining public safety and accommodating safe vehicular and pedestrian access), the proposed project would not increase roadway capacity or service capabilities that would induce unplanned growth, remove an existing obstacle to growth, or lead to permanent increases in vehicle miles travelled by existing motorists. Therefore, the proposed project would not conflict with or obstruct implementation of the applicable air quality plan and ***no impacts*** would occur.

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?

Construction Emissions. The project site is in a region designated as non-attainment with respect to air quality due to emissions of precursors of ozone (ROG and NOx). Construction-related emissions are described as "short term" or temporary in duration and have the potential to represent a significant impact with respect to air quality due to emissions of precursors of ozone (ROG and NOx) and PM10. Emissions of ozone precursors and PM10 are primarily associated with off-road construction equipment exhaust. Worker commute trips and other construction-related activities (e.g., application of architectural coatings) also contribute to short-term increases in such emissions. Emissions of fugitive PM10, dust, are associated primarily with ground disturbance activities during site preparation and grading activities and vary with soil silt content, soil moisture, wind speed, disturbance area, and vehicle miles traveled.

Because the proposed project was determined to be exempt, a quantitative air quality emission analysis was not performed. Construction-related emissions would result in a minimal impact on ambient air quality conditions at the project site or in the region, based on a review of similar bridge replacement projects and because the proposed project will be required to comply with all applicable Mariposa County Air Pollution Control District emissions and fugitive dust measures. Additionally, as stated above, emissions would be temporary. Therefore, impacts related to construction emissions would be ***less than significant***, with no mitigation measures required.

Operational Emissions. The proposed project would accommodate existing traffic and would not result in new sources of air pollutant emissions. Thus, operation of the proposed bridge would not violate applicable air quality standards or substantially contribute to an existing or projected air quality violation. ***No impacts*** would occur from project operations.

The County is in non-attainment for ozone (NOx and ROG). As discussed above, construction and operation of the proposed project are expected to result in a less than significant impact and no impact, respectively, related to criteria pollutant emissions. Therefore, the proposed project would not result in a cumulatively considerable net increase in criteria pollutants. A ***less than significant*** impact would result, and no mitigation would be necessary.

c) Expose sensitive receptors to substantial pollutant concentrations?

See checklist Item "**b**" above.

d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

Combustion emissions from the use of diesel fuel in construction equipment, as well as tar or asphalt used for any paving improvements, could generate localized objectionable odors. If sensitive receptors are located in the immediate vicinity of these activities, odors could be perceivable and constitute a nuisance impact. As previously described, emissions of criteria air pollutants and potential odors associated with diesel construction equipment and vehicles during project construction would be temporary and localized within the immediate vicinity; additionally, no new air emissions or odors would be released during operation of the proposed bridge. With sensitive receptors located over a mile from the project site, overall air emissions would not expose sensitive receptors to substantial air pollutant concentrations or create objectionable odors. Consequently, this impact is ***less-than-significant***, with no additional mitigation measures required.

3.6 Biological Resources

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
IV. BIOLOGICAL RESOURCES.					
Would the project:					
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, or regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☒	☐	☐	☐	☐
c) Have a substantial adverse effect on State or Federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☒	☐	☐	☐	☐
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☒	☐	☐	☐	☐
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?	☐	☐	☐	☒	☐

3.6.1 Environmental Setting

A *Natural Environment Study* (Area West Environmental, Inc. 2020) was prepared for the proposed project. Biological surveys conducted for the proposed project included general biological surveys (which included habitat mapping), rare plant surveys, a delineation of wetlands and other waters of the U.S. and State, and a native tree survey. The study area for these biological surveys is referred to as the Biological Study Area (BSA) and includes both the construction site (see **Figure 2-4**, in **Chapter 2**) and a surrounding buffer area as shown in **Figure 3-1**, below.

The following description of the environmental setting is based on information provided from the Natural Environment Study prepared for the proposed project. Please refer to the Natural Environment Study for a detailed description of the methods used and the regulatory framework related to biological resources.

Key resource data sources reviewed and referenced, included:

- a species list for the *El Portal* 7.5 minute USGS topographic quadrangle from USFWS (2020);
- records search of CDFW's California Natural Diversity Database (CNDDB) for species within 10 miles of the *El Portal* 7.5 minute USGS topographic quadrangles (2020);
- a search of the California Native Plant Society's (CNPS) Inventory of Rare and Endangered Plants Database for the *El Portal* and eight surrounding USGS topographic quadrangles (2020);
- a list of Forest Service Sensitive (FSS) species for the Stanislaus National Forest (2013);
- California Invasive Plant Council's (Cal-IPC's) California Invasive Plant Inventory (2018);
- soils information from the Natural Resources Conservation Service (NRCS) Web Soil Survey (2018); and
- EPA's Hydrologic Unit Code (HUC) data for California watershed boundaries (2015).

The Natural Environment Study conclusions are the result of field survey findings and research to determine the potential for special-status species to occur within the study area and/or if these species could be impacted by project-related construction and operation activities.

Biologists conducted a reconnaissance-level field visit (on May 7 and 8, 2018) to determine the likelihood of sensitive resources occurring within the study area or BSA. Biologists walked the entirety of the BSA to document plant communities and habitat types. The survey focused on determining whether the BSA contained suitable habitat to support special-status species and whether jurisdictional waters and wetlands were present. In addition, wetlands were delineated using the *Corps of Engineers Wetland Delineation Manual* (Environmental Laboratory, 1987) and the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region* (Version 2.0) (USACE 2008). Other waters of the U.S. and State that did not meet the wetland criteria were delineated based on the location of the ordinary high water mark (OHWM) using the guidance identified in the *Corps Regulatory Guidance Letter No. 05-05 Subject: Ordinary High Water Mark Identification* (USACE 2005). All plants and animals observed in the BSA during the reconnaissance survey are listed in Appendix D of the Natural Environment Study.

On May 7 and 8, 2018, botanical surveys were conducted to assess habitat for special-status plants and to identify to presence of noxious weeds. All areas within the BSA were walked and all plants observed were identified to species level when applicable. Species not readily identifiable in the field were collected and later identified using *The Jepson Manual: Vascular Plants of California, 2nd Edition* (Baldwin 2012). Vegetation communities in the BSA were also identified and mapped during the botanical survey. A list of all plant species encountered during the botanical field survey is included in Appendix D of the Natural Environment Study.

During the botanical field surveys conducted for the project (May 7 and 8, 2018), biologists identified and inventoried trees located within the project site footprint in the BSA which may be impacted during project construction. This tree inventory is included in Appendix E of the Natural Environment Study and in **Appendix A** of this IS/MND. Data collected and presented includes a description of tree health and dbh (Diameter at breast height).

Natural Communities (Habitats and Land Cover Types)

The project site is located in rural Mariposa County. Elevation within the BSA ranges from 1,760 to 1,780 feet amsl. The topography within the BSA is generally steep. The site is also located within the Merced River Canyon, where the river has carved steep canyon walls. Natural features within the BSA include the Merced River, which runs parallel to Incline Road, and crosses Moss Creek, which has carved a gulch into the steep canyon walls north of the Merced River. The Merced River is lined with sparse riparian trees and Moss Creek is lined with more dense riparian vegetation. Underneath the existing bridge, concrete slurry has been placed around the existing concrete piers. Outside of the riparian zone, the vegetation is comprised of montane hardwood and annual grassland communities.

The BSA supports four generalized vegetation community types consisting of one aquatic community (Perennial Stream [comprised of Moss Creek and the Merced River]) and four upland communities (developed, annual grassland, montane hardwood, and montane riparian). A description of these community types, including dominant plant species, follows. **Figure 3-1** shows generalized vegetation communities in the BSA. **Figure 3-2** provides a delineation of potential waters of the U.S. and state, including wetlands, within the BSA. Acreages of vegetation communities within the BSA and project site are provided below in **Table 3-3**.

Table 3-3. Vegetation Communities within the Biological Study Area

Vegetation Community	Acres within the Biological Study Area	Acres within the Proposed Project Footprint
Developed	0.913	0.674
Annual Grassland	0.569	0.091
Montane Hardwood	1.972	0.215
Perennial Stream (Moss Creek/Merced River)	2.219	0.072
Total	**5.673**	**1.052**
Montane Riparian (Moss Creek/Merced River) *	0.571	0.061

* The Montane Riparian vegetation community is located within the banks of the perennial stream and acreage for this vegetation community is provided, but not added to the total to avoid double-counting.

Source: *Natural Environment Study* (Area West Environmental, Inc. 2020)

Developed. Developed areas within the BSA are characterized by the presence of anthropogenic features, including Incline Road, dirt pullouts for vehicles, and the bridge structure. These areas are continuously disturbed (active roadways) and are primarily un-vegetated. Vegetation, when present, is sparse and consists primarily of scattered upland annual grasses and forbs. The bridge structure has the potential to support bird nesting, but is unlikely to support bat roosting due to the lack of narrow expansion joints.

Annual Grassland. The annual grassland vegetation community is found in the western portion of the BSA. This community type is a diverse grassland that is dominated by annual non-native grasses and several species of native annual and perennial forbs. Within the BSA, this community is located on a steep, south-facing slope.

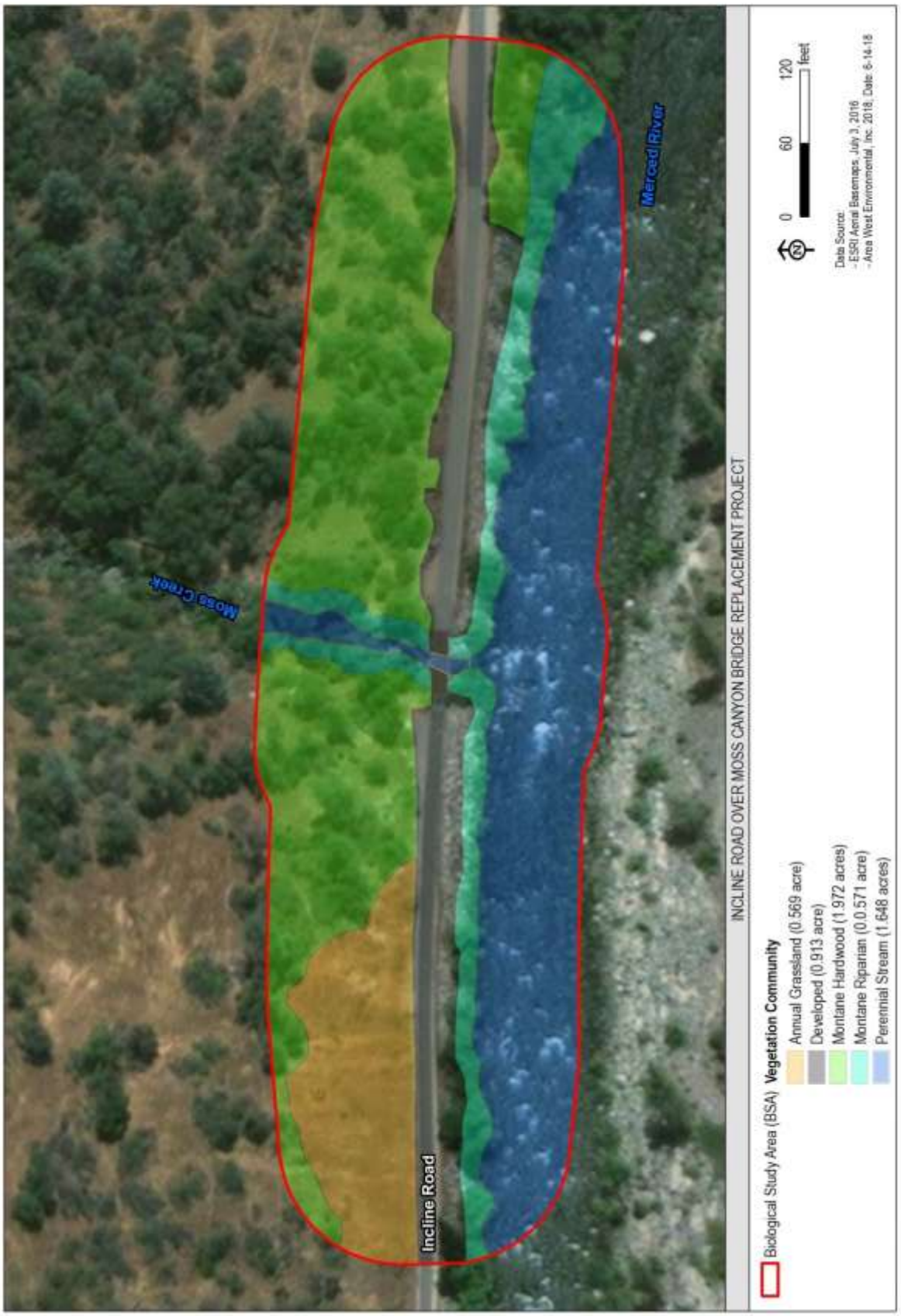


Figure 3-1. Vegetation Communities within the BSA

Vegetation present in the annual grassland vegetation community is dominated by upland species, which include soft brome (*Bromus hordeaceus*), slender wild oat (*Avena barbata*), rose clover (*Trifolium hirtum*), common madia (*Madia elegans*), white stemmed lupine (*Lupinus albicaulis*), blue head gilia (*Gilia capitata*), and dense flower owl's clover (*Castilleja densiflora*). This vegetation community supports scattered trees and shrubs, most notably small interior live oaks (*Quercus wislizeni*), California yerba santa (*Eriodictyon californicum*), and western poison oak (*Toxicodendron diversilobum*).

The annual grassland community provides habitat for a variety of species, although no species is totally dependent on it for breeding, feeding, or cover. Common wildlife species expected to use this community include western fence lizard (*Sceloporus occidentalis*), common garter snake (*Thamnophis sirtalis*), California ground squirrel (*Otospermophilus beecheyi*), coyote (*Canis latrans*), turkey vulture (*Cathartes aura*), and western meadowlark (*Sturnella neglecta*).

Montane Hardwood. The montane hardwood vegetation community is found in the northern portion of the BSA, north of Incline Road. This community type consists of a mixture of hardwoods, shrubs, and scattered conifers. The canopy composition of the montane hardwood vegetation community varies depending on slope aspect. An open canopy is characteristic of the dryer, south-facing slopes. The canopy becomes denser where shade and moisture increase on the east and west facing slopes of Moss Canyon. Rocky outcrops are mixed within the montane hardwood in Moss Canyon.

Vegetation present in the montane hardwood vegetation community is dominated by upland species which include canyon live oak, a shrub understory of primarily western poison oak, and interspersed patches of annual grasses and forbs. Other upland species contributing to the montane hardwood vegetation community present within Moss Canyon include wild mock orange (*Philadelphus lewisii*), gaping keckiella (*Keckiella breviflora*), and annual grasses and forbs described in the annual grassland and developed communities above. Trees contributing to the canopy on south-facing slopes include canyon live oak and interior live oak, with a sparse emergent canopy of gray pine (*Pinus sabiniana*). Dominant shrubs contributing to the understory on south facing slopes include California yerba santa, western poison oak, California coffee berry (*Frangula californica*), buckbrush (*Ceanothus cuneatus*), and whiteleaf manzanita (*Arctostaphylos viscida*).

The montane hardwood community provides habitat for a variety of species. Common wildlife species expected to use this community include western fence lizard, western rattlesnake (*Crotalus oreganus*), western gray squirrel (*Sciurus griseus*), mule deer (*Odocoileus hemionus*), Steller's jay (*Cyanocitta stelleri*), and acorn woodpecker (*Melanerpes formicivorus*).

Montane Riparian. Riparian habitats are important to aquatic environments; they serve as natural biofilters and plant root systems prevent erosion by providing soil stabilization. The montane riparian and perennial stream vegetation communities are all contained within the OHWM, but because the vegetation is different, they have been described separately. All montane riparian vegetation is located along the rocky banks of Moss Creek and the Merced River, growing within the active channel (below the OHWM). Trees and shrubs rooted in the montane riparian vegetation community provide instream shade over both Moss Creek and the Merced River. The canopy composition of the montane riparian vegetation community along Moss Creek and the Merced River is similar, although the canopy is denser and trees are smaller along the banks of Moss Creek. Trees located along the Merced River are larger and more spread out.

Dominant tree species contributing to the dense canopy layer at Moss Creek include Oregon ash (*Fraxinus latifolia*), white alder (*Alnus rhombifolia*), and arroyo willow (*Salix lasiolepis*). The dominant

shrubs along the creek include wild mock orange and spicebush (*Calycanthus occidentalis*). The herbaceous layer, when present, is sparse and includes torrent sedge (*Carex nudata*). Dominant trees growing along the bank of the Merced River include arroyo willow, Oregon ash, and polished willow (*Salix laevigata*).

Riparian habitat provides instream shade over the stream, refuge, migration corridors, and diverse nesting and feeding opportunities for many types of wildlife. Trees in the riparian vegetation community with tree hollows could provide habitat for cavity nesting birds and willows and shrubs provide habitat for many migratory nesting birds.

Perennial Stream (Moss Creek/Merced River). Two perennial streams are present in the study area: Moss Creek and the Merced River (**Figure 3-2**). These streams are characterized by waterways that originate in high elevation sites and exhibit a well-defined bed and bank. They typically have a hydroperiod that persists throughout the entire year, with the strongest flow during periods of snowmelt runoff and/or periods of precipitation. Perennial streams can support wetlands since significant flows following snowmelt can cause streams to engorge the active channel and cause dramatic shifts in sediment and vegetation within the channel and along the banks. Vegetation in perennial stream channels typically support riparian wetlands, whereas the low flow channels remain sparsely vegetated.

Moss Creek is a perennial stream in the study area characterized by flowing water within a low-flow channel that is largely un-vegetated and very rocky. Montane riparian vegetation is growing within the active channel of the creek (below the OHWM), as described above. Moss Creek has a small dam across the active channel north of the existing bridge. This check dam was installed to help provide water to a water tank for the Yosemite Valley Railroad via a hydraulic ram. The channel under the bridge is lined with concrete.

The Merced River is a perennial stream in the study area characterized by fast-flowing water, with rocky outcrops and boulders in the active channel. Within the active channel, montane riparian trees and shrubs occur along the margins of the stream, growing within the OHWM of the river, described above. The northern bank of the Merced River is lined with riprap rock and concrete.

Moss Creek and the Merced River are considered to be waters of the U.S. and State because they have a well-defined OHWM and because water that flows within these streams drain to a navigable waterway (see **Figure 3-2**). The montane riparian vegetation community is similarly below the well-defined OHWM, with vegetation growing within the active channel, and water within the montane riparian vegetation community drains to a navigable waterway. No wetlands were identified during field surveys.

Perennial stream habitat provides refuge and migration corridors for fish and aquatic species and foraging opportunities for waterfowl, raptors, and mammals. Common wildlife species expected to use this community include common fish species, tree frogs (*Pseudacris sp.*), common merganser (*Mergus merganser*), American dipper (*Cinclus mexicanus*), red-tailed hawk (*Buteo jamaicensis*), and North American river otter (*Lontra canadensis*).

Figure 3-2. Delineation of Waters of the U.S. and State

Common Animal Species

The BSA provides habitat for an assemblage of wildlife species that are commonly found within stream/riparian corridors, as described above under each vegetation community description. During field surveys of the site, birds observed within the BSA included acorn woodpecker, oak titmouse (*Baeolophus inornatus*), California towhee (*Melozone crissalis*), red-tailed hawk, and bushtit (*Psaltriparus minimus*).

Habitat Connectivity - Established Native Resident or Migratory Wildlife Corridors

Stream/riparian corridors such as Moss Creek are commonly used by wildlife as migration and movement corridors. Striped skunk (*Mephitas mephitis*), Virginia opossum (*Didelphis virginiana*), black-tailed deer (*Odocoileus heminonus*), mule deer, and song birds are commonly found traversing stream/riparian corridors. Species of special concern that could use Moss Creek as a migration corridor to reach breeding sites include foothill yellow-legged frog (*Rana boylii*), western pond turtle (*Actinemys marmorata*), and ringtail (*Bassariscus astutus*).

Habitats and Natural Communities of Concern

The County supports many special-status plants, animals, and unique habitats. The majority of special-status plant species identified during pre-field reviews are endemic to unique habitats such as marshlands, vernal pools, coniferous forests, and areas with serpentine soils, which are absent from the BSA. Similarly, special-status wildlife species are also typically associated with regional habitats of concern such as vernal pools, freshwater ponds, marsh habitat, and high elevation conifer forests, though some occur in more common plant communities like riparian and oak woodlands. Habitats of concern, including waters of the U.S. and State, located within the BSA include Moss Creek, the Merced River, and associated riparian habitat.

Special Status Species

Special-status species are plant and wildlife species that are legally protected under the Federal and California Endangered Species Acts (FESA), (CESA), or other State regulations, and species that are considered sufficiently rare by the scientific community to warrant conservation concern. The desktop literature and database review performed for the BSA identified 70 special-status plant and 28 special-status wildlife species. Of these, 21 plant and 13 wildlife species were determined to have at least some potential to occur in the BSA; these species, and their habitat requirements, are listed and more fully described in **Appendix A** of this IS/MND and the Natural Environment Study report.

Special-Status Plants. A complete list of special-status plants that are known to occur or have potential to occur in the project region is provided in **Appendix A** of this IS/MND. The list of species is based on USFWS and CNPS information and was cross-referenced against CNDDB occurrence records. During the pre-field investigation, 70 special-status plant species were identified during the pre-field review as potentially occurring in the vicinity of the BSA. Based on the lack of suitable habitat (i.e., serpentine soils, acidic soils, vernal pools, and marsh/swamp) and the BSA being located outside the species known elevational range, 49 of the 70 special-status plant species listed do not have the potential to occur in the BSA. None of the remaining 21 special-status plant species were observed during the May 7 and 8, 2018 protocol-level botanical surveys, which were conducted during the appropriate bloom period for these species. Botanical surveys followed the *Protocols for Surveying and Evaluating Impacts to Special Status native Plant Populations and Sensitive Natural Communities* (CDFW 2018), the *Guidelines for Conducting and Reporting Botanical Inventories for Federally Listed, Proposed and Candidate Plants*

(USFWS 1996), the *CNPS Botanical Survey Guidelines* (CNPS 2001), and the *General Rare Plant Survey Guidelines* (Cypher 2002).

Special-Status Wildlife. A complete list of special-status animals that are known to occur or have potential to occur in the project region is provided in **Appendix A** of this IS/MND. Based on the results of the field surveys and review of existing information including a search of the CNDDB, USFWS species lists, and species distribution and habitat requirements data, 28 special-status wildlife species were identified during the pre-field review as occurring or having the potential to occur within the vicinity of the proposed project. The listing status, preferred habitat, and potential for occurrence in the BSA for each of these species are provided in **Appendix A** of this IS/MND. Nesting birds and roosting bats, which are protected by the Migratory Bird Treaty Act (MBTA) and the California Fish and Game Code (CFGC), are also addressed.

Of the 28 special-status wildlife species listed, 15 species would not occur in the BSA or have the potential to be affected by the proposed project because: 1) the BSA lacks suitable habitat for the species, 2) the BSA is outside the species' known range, and/or 3) field surveys determined that the species is not present. The remaining 13 species, listed below, have the potential to occur within the BSA:

- Limestone salamander (*Hydromantes brunus*), forest service sensitive and state threatened;
- Foothill yellow-legged frog (*Rana boylii*), state candidate threatened;
- Western pond turtle (*Actinemys marmorata*), forest service sensitive and state species of special concern;
- Willow flycatcher (*Empidonax traillii*), forest service sensitive;
- American peregrine falcon (*Falco peregrinus anatum*), federally delisted, state delisted, and state fully protected;
- Golden eagle (*Aquila chrysaetos*), state fully protected;
- Bald eagle (*Haliaeetus leucocephalus*), federally delisted, forest service sensitive, state endangered, and state fully protected;
- Pallid bat (*Antrozous pallidus*), forest service sensitive and state species of special concern;
- Ringtail (*Bassariscus astutus*), state fully protected;
- Spotted bat (*Euderma maculatum*); state species of special concern;
- Western mastiff bat (*Eumops perotis californicus*); state species of special concern;
- Western red bat (*Lasiurus blossevillii*); state species of special concern; and
- American badger (*Taxidea taxus*); state species of special concern.

Special-Status Species Critical Habitat or Essential Fish Habitat. Based on the results of the field surveys and review of existing information, the BSA does not fall within any designated critical habitat for federally listed species or essential fish habitat.

3.6.2 Discussion

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 the U.S. Fish and Wildlife Service?

Impacts of the proposed project on biological resources will result from vegetation removal, equipment access, traffic detour, and construction work within the Incline Creek corridor (see **Figure 2-3** in **Chapter 2** and **Figures 3-3** and **3-4**, below). Additionally, (as shown in the figures) in-water work will result in temporary disturbance to aquatic biological resource habitats, with work restricted to periods of low-flow, most likely beginning in late May or early June.

Special-Status Plant Species

As previously described above, only 21 of the identified 70 special-status plant species would be expected to occur in the study area. However, none of these species were observed within the BSA during the May 7, 2018 and May 8, 2018 protocol-level botanical surveys. Field surveys were conducted during the appropriate bloom period for these species and would have been detectable if they occurred there. Therefore, the proposed project would have ***no impact*** on special-status plant species.

Special-Status Amphibian and Reptile Species

Limestone salamander. Limestone salamander was state listed as threatened in 1971 and is a state fully protected species. The limestone salamander is endemic to steep north and east-facing slopes in mixed chaparral habitats along the Merced River and its tributaries.

No limestone salamanders were observed in the BSA during the wildlife surveys. CNDDB records for the limestone salamander are suppressed, but limestone salamanders were observed during surveys for the Ferguson Slide Repair on SR 140, approximately 6 miles west of the BSA on the south side of the Merced River. Suitable habitat for this species is present within the BSA in Moss Canyon (steep east-facing slopes with rock outcrops that could provide active and over-summering habitat); however, the proposed project site is unlikely to provide habitat for this species since the bridge is on an exposed south facing slope and the surface around the bridge is covered in concrete without suitable refuge.

If limestone salamander is present within the project site or construction footprint, implementation of the proposed project activities may affect this species. Direct effects could include crushing and other injuries resulting from contact with vehicles and other construction equipment; entrapment in open trenches; a reduction of prey or forage items caused by silting, fill placement, or spilling of oil or other chemicals; obstruction of movement corridors due to the presence of people, cofferdams, equipment, and topographic changes; displacement from the BSA due to the presence of people and equipment; and an increased risk of predation by wildlife inadvertently attracted by the proposed project (trash in project site, freshly up-turned soils, etc.).

Moreover, construction of the temporary creek diversion system and dewatering activities could temporarily impede the movement of limestone salamander dispersing between refugia sites.

Implementation of the proposed project will have short-term construction activity that will be completed within a few months. Although the proposed project will convert a small amount of habitat (see **Figures 3-3** and **3-4**) to transportation uses (i.e., road fill and RSP under the bridge), construction of the new bridge is unlikely to result in changes to the rock outcroppings or eastern-facing slopes within the BSA. Therefore, the proposed project is not expected to significantly alter habitat suitability for limestone salamander from existing conditions. If limestone salamander is located under refugia within the BSA, they may be trapped within the construction area during the vegetation removal and dewatering process, resulting in a ***potentially significant*** construction-related impact.

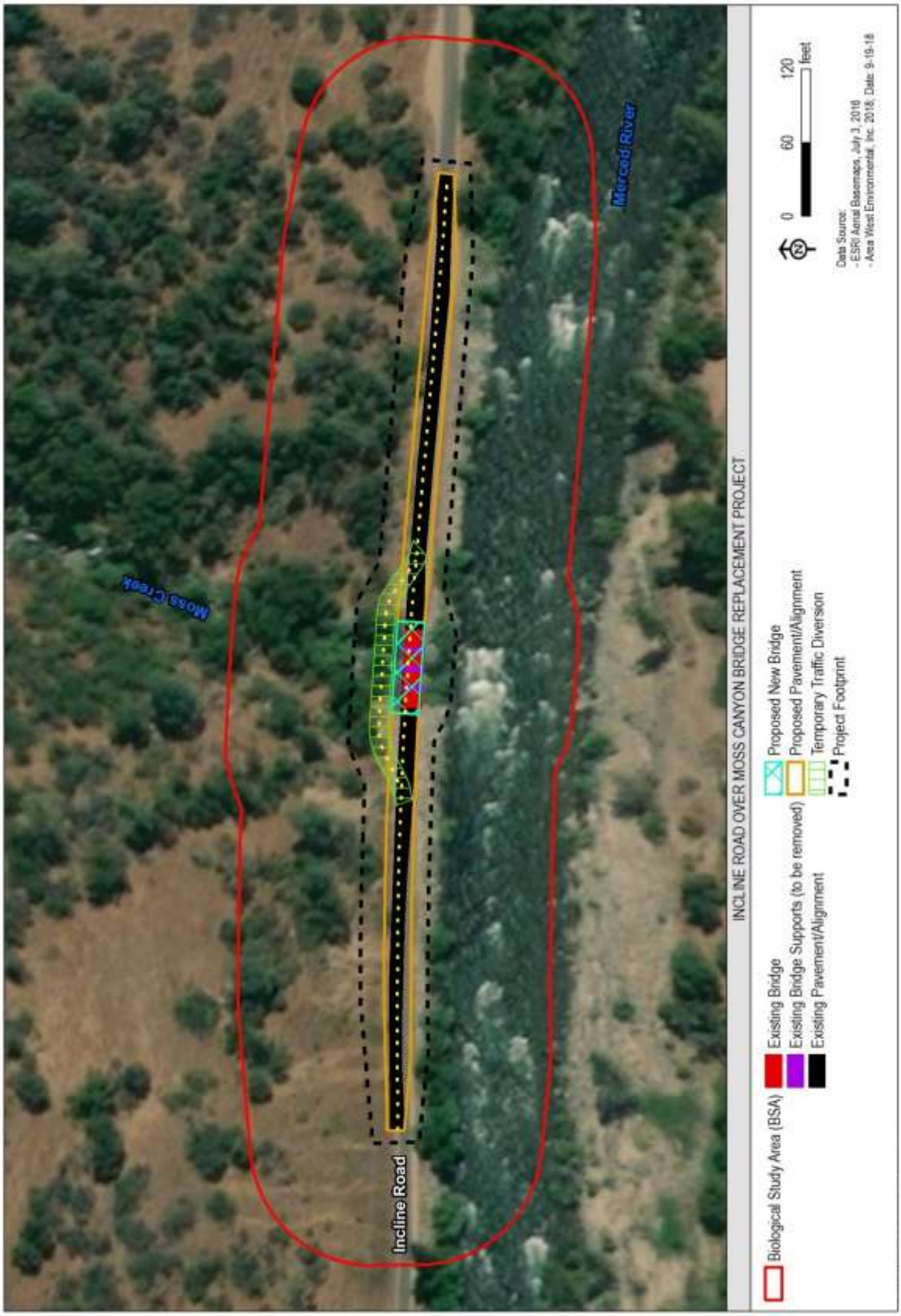


Figure 3-3. Overview of Project Components

Figure 3-4. Permanent and Temporary Vegetation Community Impacts

Implementation of the species avoidance (including preconstruction surveys, environmental awareness training, site monitoring, water diversion/dewatering measures, site replanting, water quality best management practices, and wildlife refugia protection) measures identified in **Mitigation Measures BIO-1** through **BIO-7** (more fully described below) would reduce the potentially significant impact associated with habitat disturbance/loss and direct impacts to limestone salamander to a ***less-than-significant*** level.

Foothill Yellow-Legged Frog. No foothill yellow-legged frogs (a state candidate for threatened) were observed in the BSA during the wildlife surveys. Suitable breeding (rocky streams) and dispersal habitat for this species is present within the BSA in Moss Creek. Moss Creek flows fast with a steep stream gradient. It supports plunge pools approximately 3 to 4 feet deep, which likely persist throughout the year. Riparian vegetation is present and occurs along the banks and as emergent vegetation growing out of the stream and rocky substrate. Other creeks that could provide habitat for foothill yellow-legged frog are also present within 1 mile of this site.

If foothill yellow-legged frog is present within the project sites or construction footprint, implementation of the proposed project activities may affect this species. Direct effects could include crushing and other injuries resulting from contact with vehicles and other construction equipment; entrapment in open trenches; a reduction of prey or forage items caused by silting, fill placement, or spilling of oil or other chemicals; obstruction of movement corridors due to the presence of people, cofferdams, equipment, and topographic changes; displacement from the BSA due to the presence of people and equipment; and an increased risk of predation by wildlife inadvertently attracted by the proposed project (trash in project site, freshly up-turned soils, etc.). Moreover, construction of the temporary creek diversion system and dewatering activities could temporarily impede the movement of foothill yellow-legged frog dispersing between breeding areas and refugia sites.

Implementation of the proposed project will have short-term construction activity that will be completed within a few months. Although the proposed project will convert a small amount of aquatic habitat (see **Figures 3-3** and **3-4**) to transportation uses (i.e., road fill and RSP under the bridge), construction of the new bridge is unlikely to result in changes to the aquatic habitat provided by the creek within the BSA. Therefore, the proposed project is not expected to significantly alter habitat suitability for foothill yellow-legged frog from existing conditions. If Foothill Yellow-legged frogs are located under refugia within the BSA, they may be trapped within the construction area during the vegetation removal and dewatering process, resulting in a ***potentially significant*** impact.

Implementation of the species avoidance (including preconstruction surveys, environmental awareness training, site monitoring, water diversion/dewatering measures, water quality best management practices, and wildlife refugia protection) measures identified in **Mitigation Measures BIO-1** through **BIO-6** (more fully described above) along with the work restriction and monitoring measures described in **Mitigation Measures BIO-8, BIO-9,** and **BIO-10** (more fully described below) would reduce the potentially significant impact associated with aquatic habitat disturbance/loss and direct impacts to Foothill Yellow-legged frog to a ***less-than-significant*** level.

Western Pond Turtle. No western pond turtles (a state species of special concern) were observed in the BSA during the wildlife surveys. However, there are two documented CNDDB records for western pond turtle within a 10 mile radius of the BSA. The nearest CNDDB record

is dated 1999 and is located approximately 4.4 miles south of the BSA in Devil Gulch, a tributary to the South Fork Merced River. Potential aquatic habitat is available for this species in the BSA within Moss Creek.

If western pond turtle is present within the proposed project footprints during construction activities, the proposed project may affect this species. Direct effects could include impacts to nests containing eggs or young resulting from contact with vehicles and other construction equipment; entrapment in open trenches; a reduction of prey or forage items caused by silting, fill placement, or spilling of oil or other chemicals; obstruction of movement corridors due to the presence of people, cofferdams, equipment, and topographic changes; displacement from the BSA due to the presence of people and equipment; and, an increased risk of predation by wildlife inadvertently attracted by some project-related activities (trash in project site, freshly up-turned soils, etc.).

The proposed project will result in short-term construction activity that will be completed within a few months. Although the proposed project will convert a small amount of aquatic habitat (see **Figures 3-3** and **3-4**) to transportation uses (i.e., road fill and RSP under the bridge), construction of the new bridge is unlikely to result in changes to the aquatic habitat provided by the creek within the BSA. Therefore, the proposed project is not expected to significantly alter habitat suitability for western pond turtle from existing conditions. However, if western pond turtle are located under refugia within the BSA, they may be trapped within the construction area during the vegetation removal and dewatering process, resulting in a ***potentially significant*** impact.

Implementation of the species avoidance (including preconstruction surveys, environmental awareness training, site monitoring, water diversion/dewatering measures, site replanting, water quality best management practices, and wildlife refugia protection) measures identified in **Mitigation Measures BIO-1** through **BIO-6**, **BIO-8**, **BIO-9**, and **BIO-10** (more fully described above) would reduce the potentially significant impact associated with aquatic habitat disturbance/loss and direct impacts to western pond turtle species to a ***less-than-significant*** level.

Special-Status Amphibian and Reptile Species – Mitigation Measures

Mitigation Measure BIO-1: Conduct Preconstruction Species Surveys

- **Special Status Amphibians and Reptiles.** A qualified biologist shall conduct a preconstruction clearance survey for limestone salamander, foothill yellow-legged frog, and western pond turtle within 48 hours prior to any ground disturbance within the proposed project footprint and within Moss Creek. These surveys will consist of pedestrian surveys of the project site and BSA. The qualified biologist will investigate all potential cover sites for limestone salamander, foothill yellow-legged frog, and western pond turtle. If any of these species are found within the construction work area, the biologist will contact CDFW and the species shall be allowed to voluntarily move outside of the work area on its own. If a western pond turtle nest containing eggs or young is identified within the construction work area, the biologist shall consult with CDFW to determine an appropriate no-disturbance buffer to ensure avoidance of the nest.

- **Nesting Migratory Bird and Raptor Survey**. If construction or vegetation removal will occur during the breeding season for migratory birds and raptors (generally February through August), the County shall retain a qualified biologist to conduct a preconstruction nesting bird and raptor survey prior to the start of construction activities (including equipment staging). The preconstruction nesting bird and raptor surveys shall be conducted between February 1 and August 31 within suitable habitat within the designated proposed project footprint. Surveys for raptors' nests will also extend 1,250 feet from the project footprint, where access is feasible, to ensure that nesting raptors are not affected by construction disturbances. For raptor surveys outside the project footprint where property access has not been granted or access is limited by topography or site conditions, the surveying biologist shall use binoculars to scan any suitable nesting substrate for potential raptor nests from accessible roads. The preconstruction survey shall be conducted no more than 14 days before the initiation of construction activities.

  If an active bird or raptor nest is identified within the construction work area or an active raptor nest is identified within 1,250 feet from the construction work area, a no-disturbance buffer shall be established around the nest to avoid disturbance of the nesting birds or raptors until a qualified biologist determines that the young have fledged and are foraging on their own. The extent of these buffers shall be determined by the biologist and shall depend on the species identified, level of noise or construction disturbance, line-of-sight between the nest and the disturbance, ambient levels of noise and other disturbances, and other topographic or artificial barriers. In addition to the establishment of buffers, other avoidance measures may include monitoring of the nest during construction and restricting the type of work that can be conducted near the nest site. If no active nests are found during the preconstruction surveys, then no additional mitigation is required.

- **Bats.** If construction is scheduled between April and September, before construction begins, a qualified biologist will survey trees and rocky outcrops within the proposed project footprint and identify any snags, hollow trees, or other trees with cavities that may provide suitable roosting habitat for bats. If no suitable roosting trees are found, construction may proceed. If snags, hollow trees, or other trees with suitable cavities are found, they will be examined for roosting bats. Rocky outcrops in the BSA will also be examined. If bats are not found and there is no evidence of use by bats, construction may proceed. If bats are found or evidence of use by bats is present, the qualified biologist will work with CDFW to implement measures to avoid or minimize disturbance to the colony.

- **Special Status Mammals**. The following measures shall be implemented to minimize or avoid potential impacts to special-status mammal species:

  - A qualified biologist shall conduct a preconstruction survey for special-status mammals (ringtail and American badger) and active special-status mammal nests or dens within the BSA.

  - For surveys in inaccessible areas, the biologist shall use binoculars to scan any suitable denning substrate for potential individuals or nests/dens.

  - The preconstruction survey shall be conducted no more than 14 days before the initiation of construction activities.

- If no active nests/dens are found during the preconstruction surveys, then no additional mitigation is required.

- If an active special-status mammal nest/den is identified within the BSA, a no-disturbance buffer shall be established around the nest/den to avoid disturbance of the nesting/denning mammal until a qualified biologist determines that the young have dispersed. The extent of these buffers shall be determined by the biologist and shall depend on the species identified, level of noise or construction disturbance, line-of-sight between the den and the disturbance, ambient levels of noise and other disturbances, and other topographical or artificial barriers.

- If any non-denning species are observed in the BSA before or during construction, the species will be allowed to move out of harm's way on its own.

Timing: Before and during construction.

Responsibility: County of Mariposa / Construction Contractor.

Mitigation Measure BIO-2: Conduct Environmental Awareness Training

Before any work occurs in the project footprint, including grading and equipment staging, all construction personnel shall participate in an environmental awareness training regarding special-status species and sensitive habitats present in the project limits. If new construction personnel are added to the projects, they must receive the mandatory training before starting work. The training shall be provided to all personnel and will discuss sensitive resources (i.e., waters of the U.S. and State, riparian habitat, special-status species and habitat, nesting birds/raptors) to be avoided during project construction and lists applicable permit conditions identified by state and federal agencies to protect these resources.

Timing: Before and during construction.

Responsibility: County of Mariposa / Construction Contractor.

Mitigation Measure BIO-3: Install Temporary Fencing around Environmentally Sensitive Habitat

Final proposed project construction drawings will identify the locations of temporary fencing around environmentally sensitive habitat areas to ensure that sensitive resources proposed for avoidance (waters of the U.S. and State, riparian vegetation, special-status species habitat, etc.) will be protected during construction activities. The County shall ensure that temporary construction barrier fencing, silt fencing, and/or flagging is installed between the work area and environmentally sensitive habitat areas, before any ground-disturbing activity occurs within the project footprints, as appropriate. Construction personnel and construction activity shall avoid areas identified as environmentally sensitive by the fencing/flagging. The fencing/flagging shall be checked regularly and maintained until all construction is complete. No construction activity shall be allowed until this condition is satisfied. Any required barrier or sediment fencing and a note reflecting this condition shall be shown on the final construction documents.

Timing: Before and during construction.

Responsibility: County of Mariposa / Construction Contractor.

Mitigation Measure BIO-4: Restore Temporarily Disturbed Areas

Immediately after bridge construction is complete, all exposed soil shall be stabilized. Soil stabilization may include, but is not limited to, seeding with a native grass seed mix, planting native plants, and placement of rock. These areas will be properly protected from washout and erosion using appropriate erosion control devices including coir netting, hydroseeding, and revegetation.

Timing: During and after construction.

Responsibility: County of Mariposa / Construction Contractor.

Mitigation Measure BIO-5: Implement Water Quality Best Management Practices

Before any ground-disturbing activities, the County shall ensure the construction contractor (as part of the construction specifications) implements erosion control measures and construction waste containment measures to ensure that waters of the state are protected during and after proposed project construction.

The erosion control and construction waste containment measures shall: (a) to identify pollutant sources, including sources of sediment, that may affect the quality of storm water discharges from the construction of the proposed project; (b) to identify BMPs to reduce or eliminate pollutants in storm water discharges and authorized non-storm water discharges from the proposed project during construction; (c) to outline and provide guidance for BMP monitoring; (d) to identify proposed project discharge points and receiving waters; to address post-construction BMP implementation and monitoring; and (f) to address sedimentation, siltation, and turbidity.

The erosion control and construction waste containment measures will require BMPs including, but not limited to:

- Conduct ground disturbing activities adjacent to and within Moss Creek during the low-flow period (generally between June 1 and October 15).
- Install sediment fencing, fiber rolls, or other equivalent erosion and sediment control measures between the designated work area and Moss Creek, as necessary, to ensure that construction debris and sediment does not inadvertently enter the drainage. The County will also cover or otherwise stabilize all exposed soil 48 hours prior to potential precipitation events of greater than 0.5 inch.
- No refueling, storage, servicing, or maintenance of equipment shall take place within 100 feet of aquatic habitat.
- All machinery used during construction of the proposed project shall be properly maintained and cleaned to prevent spills and leaks that could contaminate soil or water.

- Any spills or leaks from construction equipment (i.e., fuel, oil, hydraulic fluid, and grease) shall be cleaned up in accordance with applicable local, state, and/or federal regulations. A spill response and control plan would be developed and implemented by the contractor.

Timing: Before and during construction.

Responsibility: County of Mariposa / Construction Contractor.

Mitigation Measure BIO-6: Provide Escape Ramps or Cover Open Trenches

To avoid entrapment of wildlife, all excavated steep-walled holes, or trenches more than 4 inches deep will be provided with one or more escape ramps constructed of earth fill or wooden planks at the end of each workday. If escape ramps cannot be provided, then holes or trenches will be covered with plywood or similar materials. Providing escape ramps or covering open trenches will prevent injury or mortality of wildlife resulting from falling into trenches and becoming trapped. The trenches will be thoroughly inspected for the presence of federally listed species at the beginning of each workday. Any species observed shall be allowed to voluntarily move outside of the work area on its own.

Timing: During construction.

Responsibility: County of Mariposa / Construction Contractor.

Mitigation Measure BIO-7: Avoid Limestone Salamander Active Period

Restrict construction-related activities during the limestone salamander active period, which is generally between November and March and during wet, rainy, or humid periods. If construction activities will occur during the active season, salamander exclusion fencing in the form of 24-inch sheet metal will be erected around the work area and a biological monitor will be onsite during all ground disturbing activities.

Timing: During construction.

Responsibility: County of Mariposa / Construction Contractor.

Mitigation Measure BIO-8: Restrict In-stream Work to Low-flow Period

To minimize impacts of dewatering and construction on foothill yellow-legged frog, western pond turtle, and other resident aquatic species, limit in-creek construction to between June 1 and October 15, unless otherwise specified by appropriate agencies. This window can be extended based on stream conditions, if approved in writing by regulatory agencies with jurisdiction. Work from the existing roadway, top of banks, and within falsework can occur year-round.

Timing: During construction.

Responsibility: County of Mariposa / Construction Contractor.

Mitigation Measure BIO-9: Monitor during Dewatering Activities

Appropriate temporary cofferdams shall be used to dewater the construction site and divert water through the project footprints during the construction period to prevent impeding water flow through the work area. When dewatering is required, a qualified biologist shall be present during the dewatering period to inspect and ensure that sensitive aquatic species will not be trapped within the temporary cofferdams and to monitor the construction site during aquatic species relocation and dewatering activities. If foothill yellow-legged frog or any other special-status aquatic species are found within the cofferdams, then all work shall stop and the appropriate agencies shall be notified. Any species observed shall be allowed to voluntarily move outside of the work area on its own. All cofferdams shall be inspected and maintained on a daily basis to ensure its integrity for the duration of the work below the OHWM of the creek. Pumps used for dewatering shall have fish screens, as identified in Project permits, installed to minimize intake of fish and other aquatic species into pumps. Diversion structures shall be left in place until all in-stream work is completed.

At the completion of project construction, the County/contractor shall remove from the streambed all materials used to maintain flow and divert water from the project site during the construction period, including cofferdams, pipes, and filter fabric. Temporary culverts and all construction materials and debris shall be removed from the affected area prior to reestablishing flow and prior to the rainy season. A monitor shall be present during the removal of dewatering materials.

Timing: During construction.

Responsibility: County of Mariposa / Construction Contractor.

Mitigation Measure BIO-10: Monitor during Ground Disturbance and Vegetation Removal

A qualified biological monitor will be present during all project activities requiring ground disturbance or vegetation removal within the construction area. Vegetation less than 3 inches in diameter will be cleared by hand or small engine weedeaters or chainsaws. Small material or grasses will be mowed close to ground with low impact rubber-tired tractors. Vegetation over 3 inches in diameter may require larger equipment such as telescoping chainsaws, hoe-mounted flail mowers, bucket machines to hoist crews and equipment, and climbing crews with chainsaws.

The biological monitor must be a biologist with demonstrated knowledge of limestone salamander, foothill yellow-legged frog, and western pond turtle natural history, ecology and identifying characteristics, as well as demonstrated field experience identifying other amphibian and reptile species within the range of these listed species.

Timing: During construction.

Responsibility: County of Mariposa / Construction Contractor.

Special-Status Bird Species

Willow Flycatcher. No willow flycatcher (state endangered and Forest Service sensitive species) or nests were observed in the BSA during biological surveys. However, there are two documented CNDDB records for willow flycatcher within a 10 mile radius of the BSA. The nearest CNDDB record is dated 1986 and is located approximately 8.7 miles north of the BSA. The record documents willow flycatcher nesting activity with territorial males in Yosemite National Park. Nesting habitat within the BSA consists of riparian vegetation within the river floodplain.

If willow flycatcher are present within the proposed project footprint during construction activities, the proposed project may affect this species. Noise associated with construction activities and vegetation removal involving heavy equipment operation that occurs during the breeding season (generally between March 1 and August 31) could directly affect nesting willow flycatcher if an active nest is located in or near the BSA. Additionally, vegetation removal and ground disturbance activities will result in alteration of suitable riparian habitat along Moss Creek (see **Figures 3-3** and **3-4**), resulting in a ***potentially significant*** impact.

Implementation of the species avoidance (including preconstruction nesting/species surveys, environmental awareness training, site monitoring, site replanting and revegetation, and wildlife refugia protection) measures identified in **Mitigation Measures BIO-1** through **BIO-4** and **BIO-10** (more fully described above) would reduce the potentially significant impact associated with disturbance and loss of willow flycatcher foraging and nesting habitat to a ***less-than-significant*** level.

American Peregrine Falcon. No American peregrine falcon (a federally delisted, state delisted, and fully protected species) or nests were observed in the BSA during the biological surveys conducted for the project. Nesting habitat in the project vicinity consists of steep cliffs along the Merced and Moss Canyons outside the BSA. Within the BSA, riparian vegetation may provide foraging habitat for American peregrine falcons. There is one documented CNDDB record for American peregrine falcon within a 10 mile radius of the BSA.

If American peregrine falcon is present within the proposed project footprint during construction activities, the proposed project may affect this species. Noise associated with construction activities and vegetation removal involving heavy equipment operation that occurs during the breeding season (generally between March 1 and August 31) could directly affect nesting species if an active nest is located in or near the BSA. Additionally, vegetation removal and ground disturbance activities will result in alteration of suitable riparian habitat along Moss Creek (see **Figures 3-3** and **3-4**), resulting in a ***potentially significant*** impact.

Implementation of the species avoidance (including preconstruction nesting/species surveys, environmental awareness training, site monitoring, site replanting and revegetation, and wildlife refugia protection) measures identified in **Mitigation Measures BIO-1** through **BIO-4** and **BIO-10** (more fully described above) would reduce the potentially significant impact associated with disturbance and loss of American peregrine falcon foraging and nesting habitat to a ***less-than-significant*** level.

Golden Eagle. No golden eagle (state fully protected species) or nests were observed in the BSA during biological surveys. However, potential golden eagle nesting habitat is present in tall trees

that overlook the BSA, but it is unlikely that this species would nest in the BSA. The montane hardwood and annual grassland vegetation communities provide foraging habitat for golden eagles in the form of small rodent prey within and adjacent to the BSA.

If golden eagles are present within the proposed project footprints during construction activities, the proposed project may affect this species. Noise associated with construction activities and vegetation removal involving heavy equipment operation that occurs during the breeding season (generally between March 1 and August 31) could directly affect nesting golden eagle if an active nest is located in tall trees near the BSAs. Additionally, vegetation removal and ground disturbance activities will result in alteration of golden eagle foraging habitat (see **Figures 3-3** and **3-4**), resulting in a ***potentially significant*** impact.

Implementation of the species avoidance (including preconstruction nesting/species surveys, environmental awareness training, site monitoring, site replanting and revegetation, and wildlife refugia protection) measures identified in **Mitigation Measures BIO-1** through **BIO-4** and **BIO-10** (more fully described above) would reduce the potentially significant impact associated with disturbance and loss of golden eagle foraging and nesting habitat to a ***less-than-significant*** level.

Bald Eagle. No bald eagles (state listed endangered and fully protected species) or their nests were observed in the BSAs during the wildlife surveys. While large coniferous trees are located in the BSA, this species is more likely to occur nesting on larger trees within the project vicinity along the steep cliff faces where views are less obstructed and human disturbance is minimal. Suitable foraging habitat is present in and adjacent to the BSA.

While bald eagle nesting habitat may be present within the BSA, the likelihood of presence is considered low. Vegetation removal and ground disturbance activities could result in the alteration of a small area of bald eagle foraging habitat. However, vegetation removal and ground disturbance activities will only occur at the edge of the forest, along a roadway where bald eagles are less likely to forage (see **Figures 3-3** and **3-4**). Soil disturbance could result in temporary impacts to water quality in aquatic foraging habitat for bald eagle in the watershed. Consequently, vegetation removal and soil disturbance will result in impacts to water quality in aquatic foraging habitat for bald eagle, resulting in a ***potentially significant*** impact.

Implementation of the species avoidance (including preconstruction nesting/species surveys, environmental awareness training, site monitoring, site replanting and revegetation, and wildlife refugia protection) measures identified in **Mitigation Measures BIO-1** through **BIO-4** and **BIO-10** (more fully described above) would reduce the potentially significant impact associated with disturbance and loss of bald eagle foraging habitat to a ***less-than-significant*** level.

Other Protected Migratory Birds and Raptors. Although no potential raptor nests or other large bird nests were identified within the project footprint during the wildlife surveys, the BSA has the potential to support nesting birds and raptors within the riparian, ruderal, and the developed habitats. Migratory birds and raptors could nest in trees and along bridge structures within or adjacent to the BSA. The breeding season for most birds and raptors within the region is generally from March 1 to August 31. The occupied nests and eggs of these birds are protected by federal and state laws, including the MBTA and CFGC Sections 3503 and 3503.5.

Removal of trees, shrubs and the bridge structure will directly affect nesting birds if present. Additionally, noise associated with construction activities involving heavy equipment operation

that occurs during the breeding season (generally between March 1 and August 31) will disturb nesting migratory birds and raptors if an active nest is located near these activities. Any disturbance that causes migratory bird or raptor nest abandonment and subsequent loss of eggs or developing young at active nests located at or near the construction work area (**Figures 3-3** and **3-4**) would violate CFGC Sections 3503 or 3503.5 and the MBTA, resulting in a ***potentially significant*** impact.

Implementation of the species avoidance (including preconstruction nesting surveys, environmental awareness training, site monitoring, site replanting/revegetation, and wildlife refugia protection) measures identified in **Mitigation Measures BIO-1** through **BIO-4** and **BIO-10** (more fully described above) would reduce the potentially significant impact associated with disturbance and loss of protected migratory birds and raptors nesting habitat to a ***less-than-significant*** level.

Special Status Mammal Species

Roosting Bats. Four bat species designated as a state species of special concern have the potential to occur within the BSA: Pallid bat, spotted bat, western mastiff bat, and western red bat. Pallid bat is also a Forest Service Sensitive species. No pallid bats, spotted bats, western mastiff bats, western red bats, other roosting bats, or evidence of bat use (e.g., guano, staining) was observed in the BSA during wildlife surveys. Within the BSA, potential roosting habitat for western red bat occurs within large trees (with holes) in the montane riparian and montane hardwood vegetation communities. Potential roosting habitat for pallid bat, spotted bat, western mastiff bat, and western red bat is in the project vicinity along the Moss and Merced Canyons. Bat species could forage in openings in the montane hardwood vegetation community or above Moss Creek or the Merced River in the BSA.

If roosting bats are present within the bridge project footprint during construction activities, direct effects will include vegetation removal, soil disturbance, and construction activities in areas that could support roosting bats. Noise associated with construction activities involving heavy equipment operation will also disturb roosting bats if they are found to be using habitat near these activities. Bat foraging habitat will also be temporarily affected through vegetation removal activities (see **Figures 3-3** and **3-4**). However, construction activities are not expected to disturb foraging pallid bats, western red bats, or other bat species, as these activities would not be conducted during dusk or dark when bats would be actively foraging. Vegetation removal and ground disturbance activities will result in the temporary alteration of bat nesting and foraging habitat within and slightly adjacent to the project site resulting in a ***potentially significant*** impact.

Implementation of the species avoidance (including preconstruction nesting/species surveys, environmental awareness training, site monitoring, and site replanting/revegetation) measures identified in **Mitigation Measures BIO-1** through **BIO-4** and **BIO-10** (more fully described above) would reduce the potentially significant impact to bat nesting and foraging habitat to a ***less-than-significant*** level.

Ringtail. The ringtail is designated as fully protected by the state. While no ringtails or their sign were observed in the BSA during the wildlife surveys, potential foraging and den habitat for ringtail occurs within large trees in the montane hardwood and riparian hardwood vegetation communities in the BSA (see **Figure 3-4**). Forage that is present includes berries from berry

producing vegetation, insects, and small vertebrate prey such as mice or lizards. This species is nocturnal and very difficult to observe during the day and would not likely be detected during daytime surveys.

If ringtail are present within the bridge project footprint during construction activities, direct effects will include vegetation removal, soil disturbance, and construction activities in areas that could support potential foraging, cover, or denning habitat for this species. Additionally, noise associated with construction activities involving heavy equipment operation will also temporarily disturb ringtail that may forage within the BSA (see **Figures 3-3** and **3-4**). However, ringtails typically forage after sunset and so would not be foraging in the project construction footprints during daylight hours. Vegetation removal and ground disturbance activities will result in the temporary alteration of ringtail foraging, cover, and denning habitat within and slightly adjacent to the project site, resulting in a ***potentially significant*** impact.

Implementation of the species avoidance (including preconstruction species surveys, environmental awareness training, site monitoring, site replanting/revegetation, and wildlife escape/safety protocols) measures identified in **Mitigation Measures BIO-1** through **BIO-4** and **BIO-10** (more fully described above) would reduce the potentially significant impact to ringtail foraging, cover, and denning habitat to a ***less-than-significant*** level.

American Badger. The American badger is a state species of special concern. No American badger, their sign, or their burrows were observed in the BSA during the wildlife surveys. Potential habitat for this species is present throughout the BSA in areas with an open canopy and friable soils for digging. Small mammal prey was abundant throughout the BSA evidenced by small mammal burrows. Although this species is unlikely to den in the impact areas of the BSA, it is more likely to occur on the fringes of the BSA and further from the roads and human activities.

If American badger are present within the bridge project footprints during construction activities, direct effects will include vegetation removal, soil disturbance, and construction activities in areas that could support potential foraging, cover, or denning habitat for this species. Additionally, noise associated with construction activities involving heavy equipment operation will also temporarily disturb badgers that may forage within the BSA (see **Figures 3-3** and **3-4**). However, American badgers typically forage away from human activity so would not be foraging within the project footprint during daylight hours. Vegetation removal and ground disturbance activities will result in the temporary alteration of American badger foraging, cover, and denning habitat within and slightly adjacent to the project site, resulting in a ***potentially significant*** impact.

Implementation of the species avoidance (including preconstruction species surveys, environmental awareness training, site monitoring, site replanting/revegetation, and wildlife escape/safety protocols) measures identified in **Mitigation Measures BIO-1** through **BIO-4** and **BIO-10** (more fully described above) would reduce the potentially significant impact to American badger foraging, cover, and denning habitat to a ***less-than-significant*** level.

b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

Waters of the U.S. and State, and riparian vegetation communities qualify as natural communities of special concern, as they are regulated by state and federal resource agencies. **Table 3-4** summarizes temporary and permanent impacts on these vegetation communities (including sensitive natural communities). Areas classified as "Developed" are not included in the table below because they lack habitat value.

Table 3-4. Impacts to Vegetation Communities within the Biological Study Area

Vegetation Community	Permanent Impact (acres)	Temporary Impact (acres)
Upland Communities		
Annual Grassland	0.038	0.053
Montane Hardwood	0.059	0.156
Waters of the U.S. and State and Riparian		
Montane Riparian (Moss Creek/Merced River)	0.006	0.055
Waters of the U.S. and State		
Perennial Stream (Moss Creek/Merced River)	0	0.021
Total	**0.103**	**0.285**

Source: *Natural Environment Study* (Area West Environmental, Inc. 2020)

Within the project site, the bed, bank, and channel of Moss Creek are regulated by CDFW under Section 1602 of the CFGC for protecting fish and wildlife resources; riparian habitat along the creek bank may be evaluated as part of the Section 1602 permit. While the proposed project has been sited to minimize impacts within the project site (using developed areas and roadway approaches surrounding Bridge #40C0064 for staging), construction of the proposed project will result in both temporary and permanent impacts to both aquatic and riparian habitats or vegetation communities within the project site.

As summarized in **Table 3-4**, project construction activities would result in 0.076 acre temporary impact and 0.006 acre of permanent impact to waters of the U.S. and State (Moss Creek). Removal of the existing piers would alter approximately 0.001 acre within the perennial stream (Moss Creek) below the OHWM. The pier removal would eliminate a structure from within Moss Creek, but the creek channel is lined with concrete under the existing bridge and the concrete will remain after the removal of the piers; therefore, pier removal is not considered either restoration or an impact. Permanent impacts would occur from the fill of approximately 0.006 acre of waters of the U.S. and State for the installation of new rock slope protection along the new abutments.

Temporary impacts to Moss Creek would result from disturbance by vegetation removal, and water diversion (if necessary). Additionally, earth moving activities adjacent to Moss Creek due to construction of the new bridge abutments could result in increased sediment loads, turbidity, and siltation into the stream. The accidental introduction of washwater, solvents, oil, cement, or other pollutants during construction could also harm the aquatic environment in Moss Creek.

Within the BSA, the montane riparian vegetation community occupies the edge of Moss Creek and the Merced River, below the OHWM. While the proposed project has been designed or sited to minimize impacts on riparian vegetation by limiting disturbance to the smallest work limits possible, implementation of the proposed project will result in 0.055 acre of temporary impacts to riparian vegetation and 0.006 acre of permanent impacts to riparian vegetation within the

Moss Creek perennial stream OHWM (see **Table 3-4**). Permanent impacts will occur from the placement of approximately 52 cubic yards of rock slope protection within a 0.006 acre (260 square feet) area of montane riparian habitat (within Moss Creek perennial stream OHWM). Temporary impacts will occur from vegetation clearing, grubbing, or trimming of tree canopy that will be required in order to provide construction access, equipment access, and a temporary detour for Incline Road.

The loss of riparian vegetation can have adverse effects on terrestrial and aquatic habitat in Moss Creek. Riparian vegetation reduces sedimentation and erosion along stream banks. This vegetation community also provides nesting habitat for bird species, creates an important movement corridor for wildlife, overhanging canopies provide shade, and riparian vegetation offers habitat for invertebrates that are a source of food for aquatic and terrestrial life. Therefore, loss of riparian trees and shrubs can adversely affect the aquatic habitat for sensitive species.

As part of the proposed project, the County will obtain a California Fish and Game Code 1600-1602 Streambed Alteration Agreement (SAA) from the CDFW. Implementation of all SAA permit requirements and habitat revegetation measures including riparian/native vegetation habitat re-planting requirements (see **Mitigation Measures BIO-4**, more fully described above) will be required to mitigate impacts to these sensitive natural communities. Additionally, the implementation of best management practices to protect wildlife and habitats (**Mitigation Measures BIO-2** and **BIO-3** more fully described above), erosion prevention measures/water quality best management practices provided under **Mitigation Measure BIO-5** (also more fully described above), and the invasive plant species reduction measures provided in **Mitigation Measure BIO-11** and **Mitigation Measure BIO-12** (see below) would serve to further minimize impacts to sensitive natural communities. Consequently, this impact is ***less-than-significant*** with incorporation of **Mitigation Measures BIO-2** through **BIO-5, BIO-11**, and **BIO-12.**

Mitigation Measure BIO-11: Avoid the Spread of Invasive Plant Species

The following mitigation measures shall be implemented, as appropriate, to avoid the spreading of invasive plant species throughout the project sites during construction activities, particularly in riparian areas:

- All hay, straw, hay bales, straw bales, seed, mulch, or other material used for erosion control or landscaping on the project sites shall be free of noxious weed seeds and propagules.
- All equipment brought to the project sites for construction shall be thoroughly cleaned of all dirt and vegetation prior to entering the site, in order to prevent importing noxious weeds.
- All material brought to the sites, including rock, gravel, road base, sand, and top soil, shall be free of noxious weed seeds and propagules.

Timing: During and after construction.

Responsibility: County of Mariposa / Construction Contractor.

Mitigation Measure BIO-12: Install Catchment Tarps Prior to any Work Activity to the Bridge

Prior to any bridge demolition, decommissioning, or work activity within the channel floodway embankments, catchment tarps, or "bridge diapers" will be installed to ensure all construction debris is caught and removed daily from the work area.

Timing: Before and during construction.

Responsibility: County of Mariposa / Construction Contractor.

c) Have a substantial adverse effect on State or Federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

Moss Creek and the Merced River are perennial streams and would be considered waters of the U.S. and State because they have a well-defined OHWM and because water that flows within these streams drain to a navigable waterway (see **Figure 3-2**). No wetlands were identified during field surveys.

Project construction activities would result in 0.076 acre temporary impact and 0.006 acre of permanent impact to waters of the U.S. and State (Moss Creek) (**Table 3-4**, **Figure 3-4**). Removal of the existing piers would alter approximately 0.001 acre within the perennial stream (Moss Creek) below the OHWM. The pier removal would eliminate a structure from within Moss Creek, but the creek channel is lined with concrete under the existing bridge and the concrete will remain after the removal of the piers; therefore, pier removal is not considered either restoration or an impact.

Temporary impacts to Moss Creek would result from disturbance by vegetation removal, and water diversion (if necessary). The water diversion system may include screened pumps, a temporary pipe network, siltation baffles, and installation of cofferdams in the form of water bladders, sheet piling, stacked sand bags, and/or clean rock/gravel with a plastic liner to route flow through and around the immediate work area, maintain dewatered conditions, and return flow to the downstream channel network without causing harm to biological resources or affecting water quality. Waters located in the proposed project footprint would either be treated per SWPPP requirements, or disposed of per RWQCB requirements.

Additionally, earth moving adjacent to Moss Creek due to construction of the new bridge abutments could result in increased sediment loads, turbidity, and siltation into the stream. The accidental introduction of washwater, solvents, oil, cement, or other pollutants during construction could also harm the aquatic environment in Moss Creek.

As part of the proposed project, the County will obtain a Clean Water Act Section 404 Nationwide Permit from the USACE; and a Clean Water Act Section 401 Water Quality Certification Waiver from the Regional Water Quality Control Board.

Implementation of all permit requirements and habitat revegetation measures including riparian/native vegetation habitat re-planting requirements (see **Mitigation Measures BIO-4**, more fully described above) will be required to mitigate impacts to these sensitive natural

communities. Additionally, the implementation of best management practices to protect wildlife and habitats (**Mitigation Measures BIO-2**, **BIO-3**, **BIO-7**, **BIO-10**, **BIO-11**, and **BIO-12** more fully described above) and the erosion prevention measures/water quality best management practices provided under **Mitigation Measure BIO-5** (also more fully described above) would serve to further minimize impacts to waters of the U.S. and State. Consequently, this impact is ***less-than-significant*** with incorporation of **Mitigation Measures BIO-2** through **BIO-5**, **BIO-7**, **BIO-10**, **BIO-11**, **and BIO-12.**

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?

See checklist Item "**a**" through "**c**" above.

e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

The proposed project is likely to require the removal of up six (6) native trees with dbh greater than 2 inches within the montane riparian vegetation community. Tree types include Canyon live oak (*Quercus chrysolepis*). Interior live oak (*Quercus wislizeni*), and Oregon ash (*Fraxinus latifolia*). **Appendix A** of this IS/MND includes an inventory of all trees to be affected (removal or trimming) by the proposed project along with a description of the individual tree health and size. While Mariposa County does not have an oak tree ordinance or management plan, the Mariposa County Resource Management District does implement the County's Voluntary Oak Woodland Management Guidelines which plans for the retention and replacement of all types of trees (including heritage sized oaks), to reforest oak species through natural or artificial regeneration, remove hazard trees, and retain wildlife trees. Implementation of the management practices to protect native trees and vegetation through the establishment of protective fencing around environmentally sensitive habitats (including riparian and oak woodlands) surrounding the construction sites, onsite revegetation requirements using native plant species, and preventative measures to minimize the spread of invasive plant species are consistent with the goals and objectives of the County's Voluntary Oak Woodland Management Guidelines. Consequently, this impact is ***less-than-significant*** with incorporation of **Mitigation Measures BIO-2**, **BIO-3**, **BIO-4**, **BIO-10**, and **BIO-11** (more fully described above).

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?

There are no adopted habitat conservation plans, natural community conservation plans, or other approved plans that apply to the project site. ***No impact*** would occur.

3.7 Cultural Resources

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
V. CULTURAL RESOURCES.					
Would the project:					
a) Cause a substantial adverse change in the significance of a historical resource pursuant to California Code of Regulations (CCR) Section 15064.5?	☐	☒	☐	☐	☐
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to CCR Section 15064.5?	☐	☒	☐	☐	☐
c) Disturb any human remains, including remains interred outside of dedicated cemeteries?	☐	☒	☐	☐	☐

3.7.1 Environmental Setting

A *Historic Property Survey Report (HPSR) / Archaeological Survey Report (ASR)* / *Environmentally Sensitive Area (ESA) Action Plan* / (Far Western Anthropological Research Group, Inc. 2019) was prepared and reviewed by the County and Caltrans environmental staff. An Area of Potential Effect (APE) Map was also prepared (see **Figure 2-3**, above in **Chapter 2**) and approved by Caltrans.

A *Finding of No Adverse Effect Without Standard Conditions* (*FNAE – No SC)* (Far Western Anthropological Research Group, Inc., 2021) document was also prepared to assist with project compliance under Section 106 of the National Historic Preservation Act (NHPA). The document applied the "Criteria of Adverse Effect" as set forth in Title 36 Code of Federal Regulations (CFR) Part 800.5 (36 CFR 800) to the Yosemite Valley Railroad Grade, a resource that passes through the APE, and is considered eligible for listing in the National Register of Historic Properties (NRHP). The FNAE- No SC concluded that implementation of the proposed project will have no adverse effect on the Yosemite Valley Railroad Grade. The Caltrans Cultural Studies Office has approved the FNAE-No SC conclusions and the State Historic Preservation Officer (SHPO), after reviewing the findings, provided a "No Objection" statement to the FNAE-No SC conclusions (letter dated July 29th, 2021).

The HPSR/ASR/ESA prepared for the proposed project includes archival research and outreach to the Native American Heritage Commission (NAHC) and local Native American representatives and/or tribal contacts, as detailed below. As described in the documents, an intensive pedestrian survey of the APE (including the area of direct impact, see **Figure 2-3**) was also performed by a qualified archaeologist on July 10, 2018.

The APE (or "study area", as referenced in other sections of this Initial Study) incorporates all areas subject to project-related impacts, including staging areas and grading limits, as shown in **Figure 2-3** (see **Chapter 2**, above). The project study area includes the existing bridge (Bridge No. 40C0064), the creek bed directly under the bridge deck and areas adjacent to the existing bridge abutments.

Archival Search and Literature Review

As part of the background research for this project, a records search (File No. 10732M) at the California Historical Resource Information System Central California Information Center (CCIC) in Turlock was conducted. Records consulted included the NRHP, the California Register of Historical Resources (CRHR), the California Historic Landmarks list, topographic maps showing the locations of sites or surveys, historic topographic maps (USGS El Portal, California 7.5-minute map [1981]), and General Land Office maps (1885 General Land Office Plat Map for T03S, R019E [Mount Diablo Base Meridian]). A 0.5-mile search radius was utilized.

The CCIC records search indicated that 15 previous reports have been conducted within the 0.5-mile search radius. The search results also identified 10 previously recorded sites and the El Portal Archaeological District (P-22-001701) within the search area (**Table 3-5**). Of the 10 sites, four are within the area of direct impact for the APE. These four resources and the El Portal Archaeological District are described below.

Table 3-5. Previously Recorded Resources within 0.5 miles of the Project Site

Site Name	Resource Type / Description	Within APE
P-22-000502	**Building/Prehistoric** - Merriam's "Soo-wut-oo-lah"; Lithic scatter, milling features, historic-era refuse scatter and historic-era tungsten mill. Four milling features, with a total 16 cupules present.	No
P-22-000503	**BRM (Bedrock mortar)** - Merriam's "Oi-ko-bah"; One BRM feature with 5 cupules.	Yes
P-22-000658	**BRM** - Bedrock milling site; One BRM feature with 19 cupules Bedrock milling site; One BRM feature with 19 cupules.	Yes
P-22-000662	**BRM** - Bedrock milling site; Three BRM features with 15 Cupules.	No
P-22-001960	**Refuse Scatter** - Historic-era debris scatters.	No
P-22-001967	**Habitation** - Historic-era debris scatters and habitation features.	No
P-22-002669	Rock feature (circular alignment).	No
P-22-002960	**Power Transmission** - Exchequer-Yosemite 70kV Transmission Line.	Yes
P-22-001019	**Transportation -** Yosemite Valley Railroad built in 1907.	Yes
P-22-001604	**Transportation -** State Route 140.	No

Source: HPSR/ASR for the Moss Canyon Bridge Replacement Project in Mariposa County, California (Far Western Anthropological Research Group, Inc. 2019)

CA-MRP-184 (P-22-000503) - BRM (Bedrock mortar). The site was originally recorded by California State College, Stanislaus, in 1975, and consists of a single boulder bedrock milling location with five cupules. This site was identified by Merriam as "Oi-Ko-Bah" and is listed on the National Register as a contributing element to the El Portal Archaeological District (National Register status 1D). It is located on the east bank of Moss Canyon Creek next to a check dam. The site is located within the APE and less than two feet from the area of direct impact boundary.

CA-MRP-355 (P-22-000658) - BRM. The site was recorded by the Yosemite Archaeology Office in 1992 and consists of a single boulder bedrock milling location with at least 19 cupules. It is listed on the National Register as a contributing element to the El Portal Archaeological District (National Register status 1D). It is located on the south side of Incline Road and is within the area of direct impact. The records search indicated the site was located outside the project area, but fieldwork identified its location within the area of direct impact.

CA-MRP-720 (P-22-001019) - Yosemite Valley Railroad. The Yosemite Valley Railroad was originally recorded in 1981 and a small portion is located within the area of direct impact. The project is

located along Incline Road and within the area of direct impact the road follows the original alignment of the Yosemite Valley Railroad (YVRR). The construction of the YVRR commenced in 1905, after the US Secretary of the Interior signed a document that allowed the railroad to be constructed across forest reserve (modern Forest Service) lands to the edge of Yosemite National Park. The railway allowed for tourism and easier transport of exploited natural resources from the valley. The bridge is in the original location of the rail crossing of Moss Canyon but was replaced in 1965. The resource has been determined as ineligible (National Register status 6Y). The resource will not be further investigated for this study.

P-22-002960 - Exchequer-Yosemite 70kV Transmission line. The transmission line is a part of the Exchequer power transmission system, which carried power from the Exchequer Dam up the Merced River Canyon to support commercial mining and logging activities beginning in the 1920s. The transmission line was recorded in 2012 and was recommended (though not formally evaluated) as ineligible (National Register status 6Z). A segment of the transmission line was identified in the records search to cross the eastern portion of the area of direct impact. The records search indicated an adjacent line (P-22-003291/FS-05-15-51-01450) but this was determined to be a digital plotting error and misidentified site. The site number refers to the Indian Flat Substation and is located approximately one mile from the APE.

P-22-001701 - El Portal Archaeological District. The National Register El Portal Archaeological District is comprised of a series of sites and settlement locations that were originally identified in part by C. Hart Merriam in 1917. With the help of local informants, he identified dozens of Miwok village locations and important archaeological locations, both prehistoric and historic in significance, along the Merced River Valley. The El Portal Archaeological District comprises the extent of El Portal, a five-mile-long valley with Moss and Crane Creeks on the northern boundary and Cold Canyon to the south. It was originally identified in 1917 and it has been surveyed two additional times (the 1950s and the 1970s) before its National Register nomination in 1976. A total of 16 sites are identified in the nomination as contributing elements. All contributing elements are near the Merced River on the valley floor. Significance is placed on the El Portal Archaeological District through its potential to aid in understanding of how local ecology drives indigenous settlement patterns and resource use, and how these adaptations change through time. The project is located along the western most boundary of the El Portal Archaeological District.

Field Survey

On July 10, 2018, Far Western archaeologists conducted an intensive pedestrian survey of the area of direct impact (within the APE, see **Figure 2-3**). The area was systematically surveyed in five-meter transects on both sides of the road and bridge, though environmental constraints restricted some survey. These constraints include steep bedrock slopes and riprap lined inclines. Fieldwork also included efforts to re-locate the four previously recorded sites within the area of direct impact. Any changes in site condition were noted and necessary forms updated. Field survey results are summarized below.

No previously unrecorded resources were identified during survey. Three previously recorded sites and the El Portal Archaeological District were identified as at risk during the prefield records search. Of the three sites, one linear feature (P-22-002960) could not be relocated. Two remaining prehistoric sites (MRP-184 and MRP-355) were re-located. They are simple bedrock milling locations and are contributing elements to the El Portal Archaeological District. The sites will be avoided by the project through the implementation of an Environmentally Sensitive Area Action Plan.

Native American Consultation

As part of the tribal consultation process with Native American groups and individuals, as per 36 CFR Part 800.3, the initiation of the Section 106 (of the National Historic Preservation Act) process, and Assembly Bill (AB) 52 under the provisions of CEQA, the NAHC was contacted and a list of Native American contacts was provided. The NAHC also reported that no recorded Sacred Land was within or adjacent to the project sites. Section 106 letters to the NAHC list of contacts were sent on July 9, 2018. Follow-up voicemails and emails were sent to Native American Contacts on July 17, 2018. No response was received by any of the Native American contacts. **Table 3-6** provides a summary of all Native American consultation activities to date for the proposed project.

AB 52 consultation letters were originally sent in the summer of 2020 (see **Table 3-6**); however, with updated or new tribal contacts along with the amount of time passing from the original consultation date, letters have been sent to the current tribal contacts, as of December 2022.

Table 3-6. Native American Contact Efforts

Contact	Initial Date Contacted	Method of Contact	Response
NEPA Tribal Consultation			
North Fork Mono Tribe Ron Goode, Chairperson	July 9, 2018	Letter Follow-up email, and voicemail	Follow-up email sent July 17, 2018. Follow-up voicemail July 30, 2018. No comments received.
North Fork Rancheria of Mono Indians Gary Walker, Chairperson	July 9, 2018	Letter Follow-up email, and voicemail	Follow-up email sent July 17, 2018. Follow-up voicemail July 30, 2018. No comments received.
Southern Sierra Miwuk Nation Bill Leonard, Chairperson	July 9, 2018	Letter Follow-up voicemail.	No email provided. Follow-up voicemail July 30, 2018. No comments received.
CEQA (AB52) Tribal Consultation			
North Fork Mono Tribe Ron Goode, Chairperson	June 26, 2020	Letter	Updated letter sent December 2022. No comments received.
North Fork Rancheria of Mono Indians Gary Walker, Chairperson Fred Beihn, Chairperson (updated contact)	June 26, 2020	Letter	Updated letter sent December 2022. No comments received.
Southern Sierra Miwuk Nation Bill Leonard, Chairperson Sandra Chapman, Chairperson (updated contact)	June 26, 2020	Letter	Updated letter sent December 2022. No comments received.
Tuolumne Band of Me-Wuk Indians Kevin Day, Chairperson Andrea Reich, Chairperson (updated contact)	July 29, 2020	Letter.	Updated letter sent December 2022. No comments received.

Consultation with Other Interested Parties

On December 5, 2018, Erin Potter, United States Forest Service Archaeologist, was contacted to solicit any opinions on the built environment resources in the APE. Ms. Potter had been in contact with the archaeological team and was aware of the project. She had assumed that the bridge was not eligible and that a determination of not eligible had already been made for the Yosemite Valley Railroad grade. She forwarded the e-mail to other forest service professionals.

Kathy Strain, Forest heritage Resource and Tribal Relations Program Manager received the e-mail forwarded from Ms. Potter on December 5, 2018. She also believed the Yosemite Valley Railroad grade

to have been determined not eligible and had no concerns regarding the bridge. No further responses have been received to date.

3.7.2 Discussion

a) Cause a substantial adverse change in the significance of a historical resource pursuant to in California Code of Regulations Section 15064.5?

Under CEQA, public agencies must consider the effects of their actions on "historical resources." CEQA defines an "historical resource" as any resource listed in or determined to be eligible for listing in the CRHR. The CRHR includes resources listed in or formally determined eligible for listing in the NRHP, as well as some California Historical Landmarks and Points of Historical Interest. Properties of local significance that have been designated under a local preservation ordinance (local landmarks or landmark districts) or that have been identified in a local historical resources inventory may be eligible for listing in the CRHR and are presumed to be significant resources for purposes of CEQA unless a preponderance of evidence indicates otherwise (California PRC Section 5024.1, 14 CCR Section 4850). The eligibility criteria for listing in the CRHR are similar to those for NRHP listing but focus on importance of the resources to California history and heritage. A cultural resource may be eligible for listing on the CRHR if it:

1. is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage;

2. is associated with the lives of persons important in our past;

3. embodies the distinctive characteristics of a type, period, region, or method of construction or represents the work of an important creative individual or possesses high artistic values; or

4. has yielded, or may be likely to yield, information important in prehistory or history.

In addition to meeting one or more of the above criteria, resources eligible for listing in the CRHR must retain enough of their historic character or appearance to be recognizable as historical resources and to convey the reasons for their significance. Integrity is evaluated with regard to the retention of location, design, setting, materials, workmanship, feeling, and association resources (CCR, CRHR, Title 14, Chapter 11.5, Section 4852(c)).

As described above, the following archaeological sites within the APE are considered eligible for inclusion in the NRHP and/or as a California Historical Landmark:

- El Portal Archaeological District (P-22-001701).

- CA-MRP-184 (P-22-000503) – Prehistoric bedrock milling location (contributing element to District).

- CA-MRP-355 (P-22-000658) – Prehistoric bedrock milling location (contributing element to District).

Construction of the proposed project would require ground disturbing work during existing bridge removal and replacement, which may result in direct or indirect damage to the archaeological resources described above, resulting in a ***potentially significant impact*** to a cultural resource considered eligible for inclusion in the NRHP. To ensure the archaeological sites are protected from construction-related disturbances or damage, the construction contractor will be required to implement site specific ESAs (resource avoidance measures) throughout the duration of project-associated ground-disturbing activities. Implementation of ESA tasks (resource flagging, monitoring by an archaeologist, and coordination with Caltrans) identified in **Mitigation Measure CUL-1** would reduce this ***potentially significant*** impact to NRHP eligible resources to a ***less-than-significant*** level.

The "Environmental Setting" section describes two additional resources within the area of direct impact. These include "CA-MRP-720 (P-22-001019) - Yosemite Valley Railroad" and "P-22-002960 - Exchequer-Yosemite 70kV Transmission line". P-22-002960 - Exchequer-Yosemite 70kV Transmission line could not be re-located during the field surveys conducted for the proposed project, with no powerlines or towers observed. For CA-MRP-720 (P-22-001019) - Yosemite Valley Railroad, Caltrans has received approval to consider the Yosemite Valley Railroad Grade, which passes through the APE (Incline Road), as eligible for listing in the NRHP, based on technical documents (HPSR/ASR) prepared for the proposed project. The FNAE- No SC prepared for the project concluded that implementation of the proposed project would not have an adverse effect on the Yosemite Valley Railroad Grade due to the project's scale (single bridge replacement) compared to the larger project alignment (larger setting/feeling remaining unchanged).

Construction of the proposed project would require ground disturbing work during existing bridge removal, traffic detour, bridge abutment installation, grading, and RSP placement. During construction, the possibility remains that a previously undiscovered historic resource meeting NRHR or CRHR significance criteria may be discovered during project-related ground-disturbing activities. If these actions were to occur, then it would result in a ***potentially significant*** impact**.** Implementation of standard inadvertent discovery procedures (identified in **Mitigation Measures CUL-2**) would reduce this ***potentially significant*** impact to any previously undiscovered subsurface historic resources (including tribal resources) to a ***less-than-significant*** level. Consequently, this impact is ***less-than-significant*** with incorporation of **Mitigation Measures CUL-2**.

Mitigation Measure CUL-1: Archaeological Site Avoidance Measures

The two archaeological sites (Site CA-MRP-184/P-22-00503 and Site MRP-355/P-22-00658) will be protected as ESAs throughout the duration of project-related ground-disturbing activities. National Register-eligible sites Site CA-MRP-184/P-22-00503 and Site MRP-355/P-22-00658 are contributing elements of the National Register El Portal Archaeological District (P-22-001701). To avoid impacts to the two archaeological sites and the larger El Portal Archaeological District, the County and the construction contractor(s) shall implement the following measures from the ESA Action Plan prepared for the proposed project:

- The two ESAs will be flagged and covered with orange plastic mesh to protect designated site areas. Each ESA will be clearly delineated on construction plans and noted for avoidance.

- At least three weeks in advance, the Resident Engineer (RE) will notify the Caltrans PQS Archaeologist of the beginning construction date. Prior to construction, the Caltrans PQS will coordinate with the County Project Manager to ensure the ESAs are delineated according to **Table 1**. Qualified archaeological and biological consultants under the supervision of Caltrans PQS, will monitor the installation of flagging and orange plastic mesh covers. No project impacts may occur within the ESA, and the provisions of the Archaeological Monitoring Area Plan must be followed.

Table 1. Environmentally Sensitive Area and Archaeological Monitoring Area Locations.

Location	Management Measures
ESA 1	
CA-MRP-184/ P-22-00503	Temporary flagging (Type ESA) and covered with orange plastic mesh will be installed beginning 45 feet north of Incline Road, 10 ft west of Moss Creek. The flagging will be installed along the southern boundary of the archaeological site and is estimated at a total of 33 linear feet of ESA flagging.
ESA 2	
CA-MRP-355/ P-22-00658	Temporary flagging (Type ESA) and covered with orange plastic mesh will be installed beginning 10 feet south of Incline Road, 10 feet north of the Merced River. The flagging will be installed around the entirety of the archaeological site and is estimated at a total of 83 linear feet of ESA flagging.

- The ESAs will be flagged and covered with orange plastic mesh (Temporary Flagging [Type ESA]), and will be posted as an ESA. ESA 1 will be flagged along the southern boundary. ESA 2 flagging will entirely surround the site. If fencing placement around ESA 2 is not possible due to seasonal water inundation, the area will be otherwise delineated where possible. No construction or associated activities (e.g., parking, equipment storage) can take place within the ESAs.

  Timing: Before and during construction.

  Responsibility: County of Mariposa / Construction Contractor.

Mitigation Measure CUL-2: Discovery of Cultural Resources during Ground-Disturbing Activities

To minimize the potential for significant impacts to undiscovered historical resources and unique archaeological resources during project-related ground-disturbing activities, the County and the construction contractor(s) shall implement the following:

If a potentially significant historical or archaeological resource is encountered during subsurface construction activities (e.g., trenching, grading), all construction activities within a 50-foot radius of the identified potential resource shall cease until a qualified archaeologist evaluates the item for its significance and records the item on the appropriate State Department of Parks and Recreation forms. The archaeologist shall determine whether the item requires further study. If, after the qualified archaeologist conducts appropriate technical analyses, the item is determined to be significant under CEQA, the archaeologist shall recommend feasible mitigation measures, which may include avoidance, preservation in place or other appropriate measure, as outlined in Public Resources Code section 21083.2. Upon the County's approval of the recommended mitigation measures, the project proponent shall implement said measures. The County shall fund the costs of the qualified archaeologist and required analysis and shall include this mitigation measure in every construction contract to inform contractors of this requirement.

Timing: During construction.

Responsibility: County of Mariposa / Construction Contractor.

b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to California Code of Regulations Section 15064.5?

The State CEQA Guidelines require consideration of unique archaeological resources (CCR Section 15064.5). As used in California PRC Section 21083.2, the term "unique archaeological resource" refers to 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:

- contains information needed to answer important scientific research questions and that there is a demonstrable public interest in that information,
- has a special and particular quality such as being the oldest of its type or the best available example of its type, or
- is directly associated with a scientifically recognized important prehistoric or historic event or person.

While implementation of the proposed project will result in the construction of a new bridge within the same alignment as the existing bridge, construction activities (including excavations and grading) could potentially damage or destroy any displaced artifacts within the study area boundaries from surrounding archaeological resources. If this were to occur, then it would result in a ***potentially significant*** impact**.** Implementation of resource avoidance and standard inadvertent discovery procedures (identified in **Mitigation Measures CUL-2**, see above) would reduce this ***potentially significant*** impact to any previously undiscovered subsurface archaeological resources to a ***less-than-significant*** level. Consequently, this impact is ***less-than-significant*** with incorporation of **Mitigation Measures CUL-2**.

c) Disturb any human remains, including remains interred outside of dedicated cemeteries?

No human remains have been identified or discovered in the study area (or surrounding area) and it is not anticipated that human remains, including those interred outside of dedicated cemeteries, would be discovered during ground disturbance activities resulting from the proposed project. However, should human remains, including those interred outside of formal cemeteries and including associated items and materials, be discovered during subsurface activities, the human remains and associated items and materials could be inadvertently damaged resulting in a ***potentially significant*** impact. However, implementation of resource discovery and avoidance measures consistent with the California Health and Safety Code and California PRC Section 5024.1, 14 CCR Section 4850 (as described in **Mitigation Measure CUL-3**) would reduce this ***potentially significant*** impact to a ***less-than-significant*** level. Consequently, this impact is ***less-than-significant*** with incorporation of **Mitigation Measures CUL-3**.

Mitigation Measure CUL-3: Accidental Finding of Human Remains

1. If human remains are found, the California Health and Safety Code requires that excavation be halted in the immediate area and that the Mariposa County Coroner be notified to determine the nature of the remains. The Coroner is required to examine all discoveries of human remains within 48 hours of receiving notice of a discovery on private of State lands (California Health and Safety Code, Section 7050.5[b]). If the Coroner determines that the remains are those of a Native American, he or she must contact the Native American Heritage Commission (NAHC) by telephone within 24 hours of making that determination (California Health and Safety Code, Section 7050.5[c]).

2. Once notified by the Coroner, the NAHC shall identify the person it believes it the Most Likely Descendant (MLD) of the Native American remains. With permission of the legal landowner(s), the MLD may visit the site and make recommendations regarding the treatment and disposition of the human remains and any associated grave goods. This visit should be conducted with 24 hours of the MLD's notification by the NAHC (California Public Resources Code [PRC], Section 5097.98[a]). If a satisfactory agreement for treatment of the remains cannot be reached, any of the parties may request mediation by the NAHC (California PRC, Section 5097.94[k]). Should mediation fail, the landowner or landowner's representative must reinter the remains and associated items with appropriate dignity on the property in a location not subject to further subsurface disturbance (California PRC, Section 5097.98[b]).

Timing: During construction.

Responsibility: County of Mariposa / Construction Contractor.

3.8 Energy

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
VI. ENERGY.					
Would the project:					
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?	☐	☐	☐	☒	☐

3.8.1 Environmental Setting

This section provides an evaluation of existing energy production/consumption conditions, as well as potential energy use and related impacts from the proposed project. The following discussion is consistent with and fulfills the intent of Appendix F (Energy Conservation) and Appendix G (Environmental Checklist Form) of the State CEQA Guidelines.

California Energy Overview

California's major sources of energy are petroleum products (i.e., gasoline, diesel, and oil), electricity, and natural gas.

Electricity. California's electricity needs are satisfied by a variety of entities, including investor-owned utilities, publicly owned utilities, electric service providers and community choice aggregators. In 2020, the California power mix totaled 272,576 gigawatt hours (GWh), down 2 percent from 2019. In-state generation accounted for 190,913 GWh, or 70 percent, of the state's power mix. The remaining electricity came from out-of-state imports (California Energy Commission 2021a).

Natural Gas. Nearly 45 percent of the natural gas burned in California is currently used for electricity generation. Much of the remainder was consumed in the residential (21 percent), industrial (25 percent), and commercial (9 percent) sectors for uses such as cooking, space heating, and as an alternative transportation fuel. California continues to depend upon out-of-state imports for nearly 90 percent of its natural gas supply (California Energy Commission 2021b).

Transportation Fuels. Transportation accounts for a major portion of California's energy budget. Automobiles and trucks consume gasoline and diesel fuel, which are nonrenewable energy products derived from crude oil. Gasoline is the most used transportation fuel in California, with 97 percent of all gasoline being consumed by light-duty cars, pickup trucks, and sport utility vehicles. In 2015, 15.1 billion gallons of gasoline were sold in California (California Energy Commission 2021b). Diesel fuel is the second most consumed fuel in California, used by heavy-duty trucks, delivery vehicles, buses, trains, ships, boats, and farm and construction equipment. In 2015, 4.2 billion gallons of diesel were sold in California (California Energy Commission 2021c)

3.8.2 Discussion

a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

Implementation of the proposed project would require the temporary use of energy resources for removal and construction of the bridge replacement projects over a 6 month construction period. 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/natural gas (directly or indirectly), such consumption would be incidental and temporary and would not result in wasteful, inefficient, or unnecessary consumption of energy resources. Consequently, this impact is ***less-than-significant***, with no additional mitigation measures required.

Implementation of the proposed project would require the use of minimal energy resources for operation and maintenance of the bridge. Maintenance of these structures would require minimal energy use, similar to existing County infrastructure maintenance activities. These activities would occur on an annual, or as-needed, basis. Additionally, the proposed project does not involve constructing buildings for human inhabitation, therefore no energy efficiency policies apply. For these reasons, energy impacts during proposed project maintenance and operation would be ***less-than-significant***, with no mitigation measures required, as they are considered part of existing agency operations and would not require additional sources of energy to implement.

b) Conflict with or obstruct a State or local plan for renewable energy or energy efficiency?

The proposed bridge replacement project would not conflict with or obstruct a plan for renewable energy or energy efficiency. Consequently, ***no impact*** would occur.

3.9 Geology and Soils

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
VII. GEOLOGY AND SOILS.					
Would the project:					
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 California Geological Survey 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, as updated),), creating substantial direct or indirect risks to life or property?	☐	☐	☒	☐	☐
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	☐	☐	☐	☒	☐
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☒	☐	☐	☐

3.9.1 Environmental Setting

The Conservation and Open Space Element (Technical Background Report) of the Mariposa County General Plan describes the geologic resources that occur within the County.

Seismicity and Ground Shaking Potential

As part of Mariposa County's location on the western slopes of the central Sierra Nevada Mountains, the Foothills Fault System traverses the 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 trend northwest-southeast across Mariposa County: the Bear

Mountains Fault Zone and the Melones Fault Zone. The Bear Mountains Fault Zone crosses the north Mariposa County line at Highway 132 near the northwest corner of Lake McClure. It trends south-southeast through the main pool of the lake near New Exchequer Dam, but appears not to continue more than a few miles to the southeast beyond the lake. The Melones Fault Zone also trends southeast across the County closely following Highway 49 from the area of Jamestown through Bear Valley to the town of Mariposa. Both fault zones are not considered to be active and are therefore not recognized as Alquist-Priolo zones by the State of California.

The probability of earthquake occurrence on the Foothills Fault System is considered low and the fault zone is classified as a "C" Zone under the Universal Building Code. Historically, few earthquakes are known to have originated in Mariposa County, and these have been relatively minor. Only two are known; one occurred in 1954 and the second in 1974. Both caused only minor damage. The historic earthquake occurrences indicate that the area could experience rare earthquakes with magnitudes of up to 6.5 in the future.

Soils and Elevation

The project site lies with the Sierra Nevada Geomorphic Province of California, which is bounded by the California Great Valley to the west and the Basin and Range to the east. The Sierra is a tilted fault block nearly 400 miles long. Its east face is a high, rugged multiple scarp, contrasting with the gentle western slope that disappears under sediments of the Great Valley. Deep river canyons are cut into the western slope. The topography is generally steep, with elevation at the project site ranging from 1,760 to 1,780 feet amsl. The native geology at each project site consists of the soil map units presented in **Table 3-7**.

Table 3-7. Soil Types within the Project Site

Soil Series Symbol and Name	Parent Material	Depth to Restrictive Layer (inches)
Dystric Xeropsamments-Dystric Xerorthents association, 0 to 20 percent slope	Alluvium derived from granitoid rock	Greater than 80 inches
Humic Haploxerepts-Rock outcrop-Ultic Haploxeralfs association, 45 to 100 percent slope	Colluvium derived from metasedimentary rock and minor amounts of granitoid rock	Greater than 80 inches

Source: *Natural Environment Study* (Area West Environmental, Inc. 2020)

3.9.2 Discussion

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 California Geological Survey Special Publication 42.)

As more fully described above in the “Environmental Setting”, both the Bear Mountains Fault Zone and the Melones Fault Zone are not considered active and are therefore not recognized as Alquist-Priolo zones by the State of California. According to the Alquist-Priolo Earthquake Fault Zoning Map, the project site is not located within or near an Alquist-Priolo Earthquake Fault Zone. Implementation of the proposed project would

adhere to construction recommendations in the Caltrans Design Manual and the current design parameters of the Structural Engineers of California Uniform Building Code. Therefore, the proposed project would not expose people or structures to potential substantial adverse effects involving the rupture of a known earthquake fault. ***No impact*** would occur.

ii) Strong seismic ground shaking?

As more fully described above in the "Environmental Setting", both the Bear Mountains Fault Zone and the Melones Fault Zone (Foothills Fault System) are not considered active, with the probability of earthquake occurrence on the Foothills Fault System considered low. Implementation of the proposed project would be constructed consistent with the requirements of the Caltrans Seismic Design Criteria, Caltrans Bridge Design Specification, and Structural Engineers of California Uniform Building Code, and the projects would withstand any potential seismic events. Therefore, the project would not expose people or structures to potential substantial adverse effects related to seismic shaking. Impacts would be ***less than significant***, with no additional mitigation measures required.

iii) Seismic-related ground failure, including liquefaction?

As more fully described above in the "Environmental Setting", both the Bear Mountains Fault Zone and the Melones Fault Zone (Foothills Fault System) are not considered active and the project sites are not located within areas susceptible to strong ground shaking, which can contribute to liquefaction. The project area is not considered to be at risk from liquefaction hazards. The Caltrans Bridge Design Specifications require an assessment of the potential for liquefaction prior to selecting foundation type to ensure that the foundation would provide adequate support. Therefore, the proposed project would not expose people or structures to potential substantial adverse effects related to liquefaction. ***No impact*** would occur.

iv) Landslides?

The As more fully described above in the "Environmental Setting", both the Bear Mountains Fault Zone and the Melones Fault Zone (Foothills Fault System) are not considered active and the project sites are not considered to be at risk from landslides as a result of active faulting. Areas with steep slopes occur along the roadway shoulders of the bridge; however, construction activities would be conducted in accordance with the County's grading regulations, and water quality/erosion BMPs would be implemented to minimize the potential for landslides associated with soil erosion. Therefore, the project would not expose people or structures to potential substantial adverse effects related to landslides. Impacts would be ***less than significant***, with no additional mitigation measures required.

b) Result in substantial soil erosion or the loss of topsoil?

Construction activities associated with the project would involve grading and excavation activities within the project site. These activities could expose barren soils to sources of wind or water, resulting in the potential for erosion and sedimentation on and off the project site. The

County plans to complete construction in the dry season, such that any surfaces disturbed during construction would be paved or re-vegetated before the raining season, keeping the potential for erosion low. Furthermore, the County would ensure the construction contractor employ the appropriate erosion control BMPs to minimize the potential for offsite erosion and sedimentation in accordance with the construction specifications and with the National Pollutant Discharge Elimination Discharge (NPDES) General Permit for Storm Water Discharges associated with construction activity. Implementation of the erosion prevention measures/water quality best management practices provided under **Mitigation Measure BIO-5** and the vegetation habitat re-planting requirements provided under M**itigation Measure BIO-4** (more fully described in **Section 3.6** "**Biological Resources**") would serve to further minimize the proposed project's impacts to soil loss and substantial soil erosion. Consequently, this impact is ***less-than-significant*** with mitigation incorporated.

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?

The project site is not located on a geologic unit or soil that is unstable or that would become unstable as a result of the proposed project. The Caltrans Bridge Design Specifications require an assessment of the existing onsite soils and the proposed project would be constructed following the recommendations in the Caltrans Design Manual and the current design parameters of the Structural Engineers of California Uniform Building Code as to prevent construction on unstable soils. ***No impact*** would occur.

d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994, as updated), creating substantial direct or indirect risks to life or property?

The Caltrans Bridge Design Specifications require an assessment of the potential for soil swelling prior to selecting foundation type to ensure that the foundation would provide adequate support. Furthermore, the project would adhere to construction recommendation in the Caltrans Design manual and the current design parameters of the Structural Engineers of California Uniform Building Code to reduce any expansive soil risks. Impacts related to expansive soils would be ***less than significant***, with no additional mitigation measures required.

e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?

Portable toilets would be used for construction workers. The proposed project would not require or include the construction of wastewater disposal systems of any kind. Thus, there would be ***no impact*** related to the ability of project site soils to support the use of septic systems.

f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

None of the previous analyses of the area have identified the project site as sensitive for paleontological resources or other geologically sensitive resources, nor have testing or ground disturbing activities performed to date uncovered any paleontological resources or geologically

sensitive resources. While the likelihood encountering paleontological resources and other geologically sensitive resources is considered low, project-related ground disturbing activities could affect the integrity of a previously unknown paleontological or other geologically sensitive resource, resulting in a ***potentially significant*** impact. However, implementation of resource discovery and avoidance measures consistent with Public Resources Code Section 21083.2 (as described in **Mitigation Measure GEO-1**) would reduce this potentially significant impact to a ***less-than-significant*** level. Consequently, this impact is ***less-than-significant*** with incorporation of **Mitigation Measures GEO-1**.

Mitigation Measure GEO-1: Avoid and Minimize Impacts to Paleontological Resources

In the event a paleontological or other geologically sensitive resources (such as fossils or fossil formations) are identified during any phase of project development, all excavations within 100 feet of the find shall be temporarily halted until the find is examined by a qualified paleontologist, in accordance with Society of Vertebrate Paleontology standards. The paleontologist shall notify the appropriate representative at Mariposa County who shall coordinate with the paleontologist as to any necessary investigation of the find. If the find is determined to be significant under CEQA, the County shall implement those measures which may include avoidance, preservation in place, or other appropriate measures, as outlined in Public Resources Code Section 21083.2.

Timing: During construction.

Responsibility: County of Mariposa / Construction Contractor.

3.10 Greenhouse Gas Emissions

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
VIII. GREENHOUSE GAS EMISSIONS.					
Would the project:					
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?	☐	☐	☒	☐	☐

3.10.1 Environmental Setting

Greenhouse gases (GHGs) are global pollutants, unlike criteria air pollutants and toxic air contaminants. Global climate change can result in increased temperatures; changes in snow and rainfall patterns; and an increase in droughts, tropical storms, and heavy rain events. Listed below are the most prominent GHGs that have been identified as contributing to global climate change:

- Carbon dioxide (CO2)
- Methane (CH4)
- Nitrous oxide (N2O)
- Hydrofluorocarbons (HFCs)
- Perfluorocarbons (PFCs)
- Sulfur hexafluoride (SF6)

The State of California adopted the Global Warming Solutions Act of 2006 (Assembly Bill [AB] 32) on September 27, 2006, to address the threat of global warming caused by the increase in GHG emissions. AB 32 requires a reduction of carbon emissions to 1990 levels by the year 2020. The 1990 emissions were estimated at 427 million metric tons CO2 equivalent (MMCO2e).

In December 2008, the California Air Resources Board (CARB) approved the AB 32 Scoping Plan outlining the state's strategy to achieve the 2020 GHG emissions limit. The Scoping Plan estimated a reduction of 174 million metric tons CO2e from the transportation, energy, agriculture, forestry, and high climate-change-potential sectors, and proposed a comprehensive set of actions designed to reduce overall GHG emissions in California, improve the environment, reduce dependence on oil, diversify California's energy sources, save energy, create new jobs, and enhance public health. The Scoping Plan must be updated every 5 years to evaluate the mix of AB 32 policies to ensure that California is on track to achieve the 2020 GHG reduction goal.

In response to the 2030 GHG reduction target stipulated in Executive Order B-30-15 (see discussion below), CARB released the 2017 Climate Change Scoping Plan Update in January 2017 (CARB 2017).

The 2017 Climate Change Scoping Plan Update sets the groundwork to reach California's long-term climate goals set forth in Executive Orders S-3-05 and B-16-2012 (the latter of these ordered State

agencies to facilitate the rapid commercialization of zero-emission vehicles, setting a target for the number of them on California roads and also set a goal for reduction of emissions from the transportation sector). The Climate Change Scoping Plan Update highlights California's progress toward meeting the near-term 2020 GHG emission reduction goals defined in the initial Scoping Plan. SB 350 was passed in 2015 that requires 40 percent of California electricity sold to retail customers be generated by renewable resources by the end of 2024, 45 percent by 2027, and ultimately 50 percent by 2030.

3.10.2 Discussion

a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

Project construction-related activities would generate a variety of greenhouse gases, such as carbon dioxide (CO2), methane (CH4), and nitrogen dioxide (N2O) from the exhaust of equipment and the exhaust of vehicles for employees, visitors, and construction hauling trips. The project would also result in the short-term generation of aerosols from diesel particulate matter exhaust. Aerosols are short-lived greenhouse gases, as they remain in the atmosphere for approximately one week. The project would emit nitrogen oxides (NOx) and reactive organic gases (ROG), which are ozone precursors. Ozone is a greenhouse gas. However, unlike the other greenhouse gases, ozone in the troposphere is relatively short-lived and is being reduced in the troposphere daily. Overall, these emissions are considered temporary or short-term.

Construction GHG emissions are generated by vehicle engine exhaust from construction equipment, on-road hauling trucks, vendor trips, and worker commuting trips. These emissions would be temporary and would not result in a significant source of GHG. The PES prepared for the project by Caltrans, dated March 2013, found the project exempt from additional analysis. Additionally, the proposed project would accommodate existing traffic and would not result in new sources of GHG emissions. ***No impact*** would occur.

b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

The proposed project would result in less than significant GHG emissions during construction and no increased emissions during operation. Because the project is not creating a new source of long-term emissions, the project would not conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing GHG emissions. Therefore, this impact would be ***less than significant***, with no additional mitigation measures required.

3.11 Hazards and Hazardous Materials

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
IX. HAZARDS AND HAZARDOUS MATERIALS.					
Would the project:					
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?	☐	☒	☐	☐	☐

3.11.1 Environmental Setting

An *Initial Site Assessment* (Kleinfelder, Inc. 2015) was prepared and reviewed by the County and Caltrans environmental staff. Information gathered and activities performed for this initial site assessment were consistent with those required to address the Caltrans' Initial Site Assessment Checklist for Hazardous Waste (Appendix DD, Hazardous Waste, Project Development Procedures Manual, June 18, 2009).

All project-related construction activities would include the use of equipment that would use fuels, oil and lubricants, and cleaning solvents. Petroleum products, such as gasoline, diesel fuel, oil, lubricants,

and cleaning solvents would be used to fuel and maintain construction vehicles and equipment for construction of all project elements (including traffic detour, bridge removal, and new bridge construction). The routine use or reasonably foreseeable upset and accident conditions for the various hazardous materials that would be used during construction and demolition activities could result in inadvertent releases of small quantities of hazardous materials, which could adversely affect construction workers or the environment.

Construction and demolition activities are required to comply with numerous hazardous materials and stormwater regulations designed to ensure that hazardous materials are transported, used, stored, and disposed of in a safe manner to protect worker safety, to reduce the potential for a release of construction-related fuels or other hazardous materials to affect stormwater and downstream receiving water bodies, and to respond to accidental spills, if any. State and federal regulations such as the Resource Conservation and Recovery Act of 1976, Toxic Substances Control Act of 1976, Hazardous and Solid Waste Act of 1984, and the Hazardous Materials Release Response Plans and Inventory Act require measures for the safe transportation, storage, handling, and disposal of hazardous materials used for construction, including implementation of a Hazardous Materials Business Plan, use of appropriate containers, and secondary containment to contain a potential release. As described in **Section 3.6** "**Biological Resources"** and **Section 3.12** "**Hydrology and Water Quality"**, construction contractors would be required to implement erosion control and construction waste containment measures to address construction related habitat and water quality impacts. Construction waste containment measures would include listing the hazardous materials (including petroleum products) proposed for use during construction and demolition, and describe spill prevention measures, equipment inspections, equipment and fuel storage, and protocols for responding immediately to spills.

3.11.2 Discussion

a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

Hazardous materials present during project construction may include gasoline, diesel fuel, hydraulic oils, equipment coolants, and any generated wastes that may include these materials. Fueling of equipment and vehicle would be performed on-site. Construction equipment and vehicles would use a minimal amounts of hazardous materials. Gasoline and diesel fuel would be stored in small quantities at the staging yards during construction. Although very few individuals live and work in the area, a hazard to the public or the environment could occur through the transport and use of gasoline and diesel fuel on the project site. Spill response and control would be addressed as part of the construction waste containment measures under **Mitigation Measure BIO-5**, **Section 3.6** "**Biological Resources**". Compliance with the spill control and response measures would reduce the risk to the public and environment from transport and use of hazardous materials. The impact to the public or the environment from use, disposal, or transport of hazardous materials during construction would be ***less-than-significant,*** with no additional mitigation measures (other than those identified in **Section 3.6** "**Biological Resources**") required.

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?

As previously described, small amounts of hazardous material such as petroleum hydrocarbon-based fuels and lubricant would be present as part of the construction activities, and there is the potential for the presence of hazardous materials during the demolition of the existing bridge and construction of the replacement bridge. The potential exists that the proposed project could create a hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment. Use of such materials would be required to comply with all applicable local, state, and federal standards associated with the handling and storage of hazardous material, including Caltrans specifications and California Code of Regulations Title 8, 1532. These specifications include spill prevention and cleanup measures applicable to hazardous waste. With the implementation of BMPs, impacts would be ***less than significant***, with no additional mitigation measures required.

c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

No existing or proposed school is within 0.25 mile of the project site. The schools located nearest to the project site are in the community of El Portal. ***No impact*** would occur.

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?

A review of county, state, and federal databases listing hazardous material sites (including the State of California's EnviroStor database) determined that the project site is not located on a site included on a list of hazardous materials sites. One property, designated as "El Portal Landfill", located approximately 0.25-mile east (up-gradient of the site with respect to the direction of groundwater flow) was listed as an unpermitted solid waste disposal site owned by the United States Department of Interior National Park Service – Yosemite. The operational status of this landfill is "closed" as of January 7, 1994. No releases were reported at this facility. Based on the facility's closed operational status subsequent to California's Solid Waste Assessment Test Program (1985-1993), no reported releases, and its distance from the project site, it is not considered a hazardous waste impact to the site (Kleinfelder, Inc. 2015).

Based on a review of the database report, no other property listings were reported within a 1-mile search radius of the project site that may have had significant environmental releases or incidents, which may have resulted in a hazardous waste impact to the site. The project would result in no impacts associated with emissions from hazardous materials sites. Consequently, ***no impact*** would occur.

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?

The Mariposa-Yosemite Airport, located at 5020 Macready Way, Mariposa, CA is the nearest airport to the project sites and is located approximately 30 miles from the project site. The project sites are not located within an airport land use plan. The proposed project would have no impacts associated with airport hazards. Consequently, ***no impact*** would occur.

f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

While not considered a high-volume roadway (current ADT at 150 vehicles), the project will require a short-term roadway detour at the Incline Road bridge site during replacement of the existing bridge structures (and associated roadway approach work) to ensure construction is completed efficiently and with as short a construction period as possible. Implementation of the proposed project is considered to have a beneficial effect to local emergency response efforts. To minimize traveler delays and ensure residential circulation and access along Incline Road, during the construction period, the County will implement a traffic detour route and the circulation measures included under **Mitigation Measure TC-1** (see **Section 3.19** "**Transportation**") would minimize short-term construction-related roadway/access conflicts resulting from the project. Consequently, this impact is ***less-than-significant,*** with no further mitigation required.

g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?

Heavy equipment used during project construction has the potential to start a fire on surrounding open space areas near the project site. Vegetation removal activities resulting from the project will help to reduce the potential of wildland fires by providing a clearing, reducing fire fuels, and removing fire sustaining litter. In addition, during construction, spark arrestors or turbo chargers (which eliminate sparks in exhaust) and fire extinguishers would be required for all heavy equipment pursuant to **Mitigation Measure HAZ-1** that would serve to further minimize wild land fire impacts. Consequently, this impact is ***less-than-significant*** with mitigation incorporated.

Mitigation Measure HAZ-1: Implement BMPs for Wildland Fire Prevention

The County shall ensure that the construction contractor will clear dried vegetation or other materials that could serve as fuel for combustion from construction or building areas. To the extent feasible, the contractor shall keep these areas clear of combustible materials to maintain a firebreak. Construction contractors shall ensure that any construction equipment that normally includes a spark arrester shall be equipped with an arrester in good working order. This includes, but is not limited to, vehicles, heavy equipment, and chainsaws.

Timing: During construction.

Responsibility: County of Mariposa / Construction Contractor.

3.12 Hydrology and Water Quality

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
X. HYDROLOGY AND WATER QUALITY.					
Would the project:					
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	☐	☒	☐	☐	☐
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☐	☒	☐
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:	☐	☐	☒	☐	☐
i) result in substantial erosion or siltation on- or off-site;	☐	☐	☒	☐	☐
ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;	☐	☐	☒	☐	☐
iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	☐	☐	☒	☐	☐
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?	☐	☐	☒	☐	☐

3.12.1 Environmental Setting

A *Water Quality Assessment Report (WQAR)* (Area West Environmental, Inc. 2020) and a *Location Hydraulic Study Report* (WRECO 2019) was prepared for the proposed project. The purpose of the reports are to provide information, to the extent possible, to address water quality and flood-related impacts and has been incorporated into the analysis below.

Climate and Precipitation

The region around the Moss Creek Bridge has hot dry summers and wet winters. Climate details in the project area are based on historical data collected by the Western Regional Climate Center (WRCC) monitoring station at Sonora, located approximately 37 miles northwest of the project area at

approximately the same elevation. The warmest month, on average, is July with an average high temperature in July of 94.4 °F. The coolest month on average is January, with an average low of 33.3 °F. Average annual rainfall is 31.91 inches, mostly occurring from October through May. Additionally, the average length of the growing season (i.e., number of "frost-free" days) for the area is 311 days. Prior to the May 7 and 8, 2018 survey dates, 23.64 inches of rain had been recorded at the Sonora WRCC since the beginning of the wet-season (October 1, 2017) through the end of April 2018 although data is incomplete for October 2017 and January 2018. (WRCC 2018).

Local and Regional Hydrology

The proposed project lies within the Upper Merced Subbasin, part of the San Joaquin Basin, which is comprised of the San Joaquin Valley north of the San Joaquin River (Watershed Boundary Dataset 2018). The project site is located in the Yosemite Creek-Merced River watershed, and the Moss Creek-Merced River subwatershed (see **Figure 3-5**; USGS Hydrologic Unit Code [HUC] 180400080307). Surface waters from the San Joaquin Basin drain into the San Joaquin River and into the Pacific Ocean via Suisun and San Francisco Bay (Central Valley RWQCB 2016).

Moss Creek is a tributary to the Merced River, which flows approximately 25 miles from the project site to Lake McClure, an approximately 20 mile-long reservoir, which releases water back into the Merced River through the New Exchequer Dam. Water flows from the New Exchequer Dam for 60 miles on the Merced River to its confluence with the San Joaquin River, a traditional navigable water.

The proposed project is within the boundary of the 100-year floodplain for Moss Creek as indicated by the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map. The boundary of a 100-year floodplain is used to demarcate flood hazards and indicates the geographic area having a one percent chance of being flooded in any given year.

Floodplains. The project site is located within the 06043C0365C Flood Insurance Rate Map (FIRM). The area along Moss Creek is designated as Zone D, which is defined as, "Area of Undetermined Flood Hazard" (Federal Emergency Management Agency [FEMA] 2017). However, the area along the Merced River is designated as Zone A, which is defined as "Areas subject to inundation by the 1-percent-annual-chance flood event".

Water Quality Conditions

Water quality conditions within Moss Creek are primarily dependent upon upstream precipitation and with no known sources of pollution upstream of the project sites; waters within the project sites are not listed on the Clean Water Act (CWA) Section 303(d) list of impaired waters (Central Valley RWQCB 2016). While Moss Creek is not under a Total Maximum Daily Load (TMDL) requirement, as regulated under the CWA, water eventually flows into Lake McClure which has a TMDL for mercury. Downstream from Lake McClure, both the Merced and San Joaquin Rivers have a number of TMDLs that include group A pesticides, water temperature, mercury, as well as toxicity (Central Valley RWQCB 2016).

Groundwater Hydrology

The project sites are not located within any designated groundwater basin or subbasin. However, the project sites are located in the Sierra Nevada foothills northeast of the San Joaquin Valley Turlock and

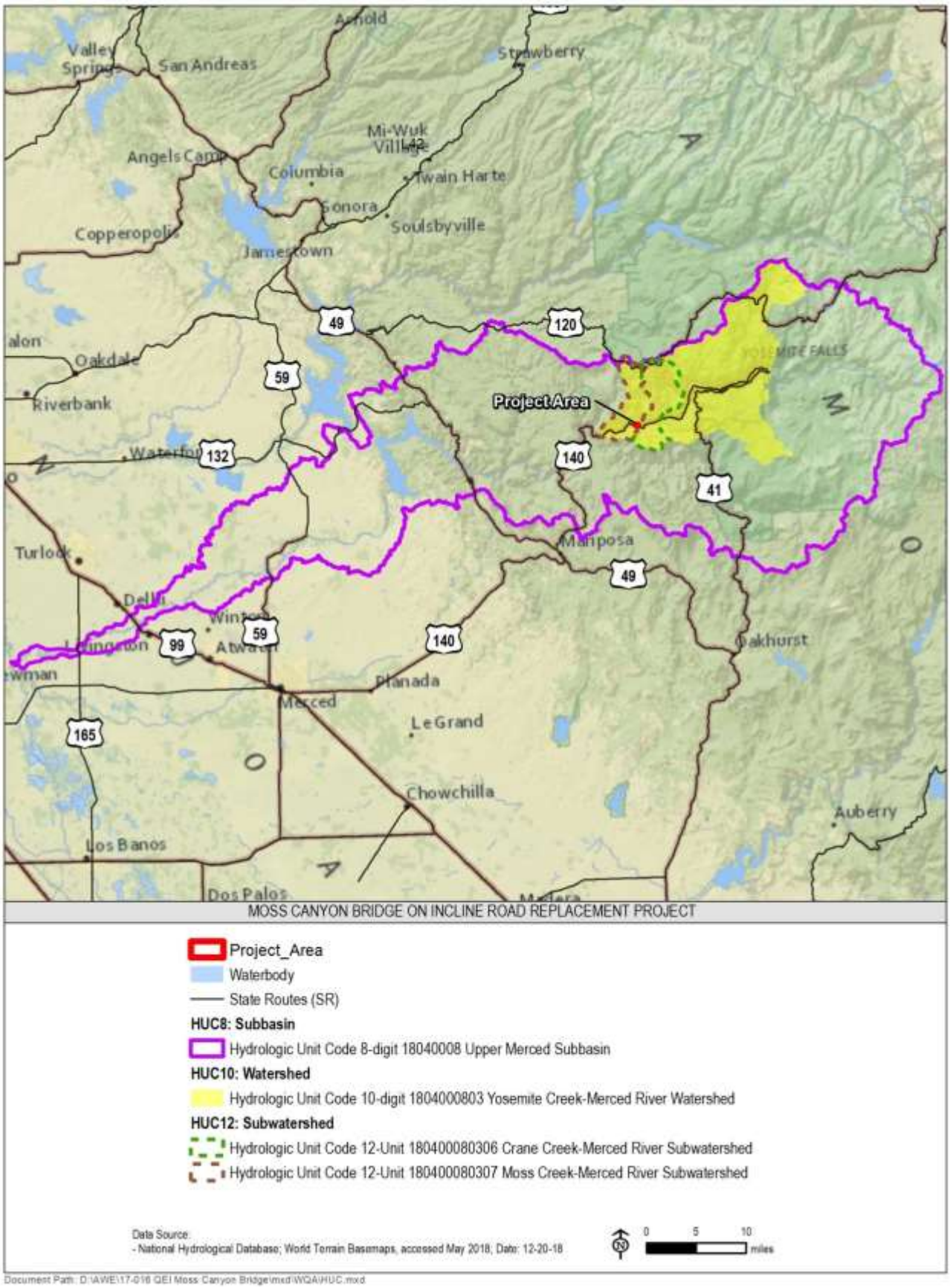


Figure 3-5. Hydrologic Unit Watershed Map

San Joaquin Valley Merced groundwater subbasins, which are part of the San Joaquin Valley Groundwater Basin (California Department of Water Resources 2016).

Depth to groundwater information was not available for the project site vicinity. However, because the site is located adjacent to the Merced River, groundwater is anticipated to be shallow beneath the site. Based on local topography, groundwater is anticipated to flow in a westerly direction, following the general flow direction of the Merced River.

Regulatory Framework Relating to Hydrology and Water Quality

Water quality is regulated according to the provisions of the CWA and the California Porter-Cologne Water Quality Control Act. California's State Water Resources Control Board (SWRCB) and RWQCB implement the discharge permitting provisions of the Clean Water Act based on water quality criteria and guidelines. The Porter-Cologne Water Quality Control Act has also established enforceable water quality objective to protect aquatic life from adverse impacts from various water quality constituents.

The USACE regulates discharged or fills into waters of the United States under Section 404 of the CWA via the Nationwide Permit. The USACE would also determine whether a particular aquatic feature is considered Waters of the U.S. and whether it is subject to regulation under Section 404. Discharge or fill into Waters of the U.S. from construction activities must be in accordance with NPDES program established in Section 402 of the CWA. NPDES permits establish enforceable discharge limitations, monitoring and reporting requirements, and require the permittee to perform BMPs.

Section 401 of the CWA specifies that any applicant for a federal license or permit to conduct any activity, including but not limited to the construction or operation of facilities that may result in any discharge into navigable waters, shall provide the federal licensing or permitting agency with a certification from the State in which the discharge originates or will originate from the State agency with jurisdiction over those waters that the proposed project will comply with water quality standards, meet water quality objectives, and comply with California anti-degradation policy.

3.12.2 Discussion

a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?

Construction Site Stormwater Runoff. Construction-related activities from the proposed project (including bridge removal, traffic detour, and bridge replacement) would occur in areas adjacent to and within Moss Creek could result in violations of water quality standards or waste discharge requirements. Construction could degrade water quality as a result of construction-related soil disturbance and discharge of construction stormwater. Additionally, fuels and other chemicals used during construction could also degrade the water quality of receiving waters if spilled and entrained into stormwater runoff or dewatering discharges.

The primary stormwater pollutant at construction sites is excess sediment. Excess sediment can cloud the water, which reduces the amount of sunlight reaching aquatic plants, clog fish gills, smother aquatic habitat and spawning areas, and impede navigation in waterways. Sediment also transports other pollutants such as nutrients, metals, and oils and greases. Hazardous materials associated with construction equipment and practices, such as fuels, oils, antifreeze, coolants, and other substances, could also adversely affect water quality if released to surface waters.

Construction activities can impact a construction site's runoff sediment supply and transport characteristics both during and after the construction phase. Excess sediment could be mobilized anywhere earthwork occurs, including during establishment of the traffic detour, removal of the existing bridge structure, and placement of the new bridge abutments. Additionally, removal of any existing vegetation along the creek banks would expose underlying soils that were previously not as susceptible to erosion. Contact with loose bare soil could entrain sediments into the runoff causing sedimentation of the water which could impact water quality in receiving waters downstream.

As previously described above in **Sections 3.6** "**Biological Resources**" and **3.9** "**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 General Permit for Storm Water Discharges associated with construction activity. These BMPs (such as use of check dams and fiber rolls for reducing erosion on slopes and retaining sediment in stormwater) will be in accordance with Caltrans's Construction Site Best Management Practices Manual and would ensure no water quality standards or waste discharge requirements would be violated. Additionally, the project is subject to the water quality and erosion prevention provisions outlined under the Clean Water Act Sections 401 and 404 and a CDFW Streambed Alteration Agreement.

Prior to in-channel construction activities, the County will complete the Section 404 Clean Water Act Nationwide Permitting Process, complete RWQCB Section 401certification, and obtain a Streambed Alteration Agreement with California Department of Fish and Wildlife. Conditions of Approval outlined in the respective permits would help to alleviate any potential water quality impacts resulting from the proposed project activities occurring within Moss Creek. Additionally, the implementation of the erosion prevention measures/water quality best management practices provided under **Mitigation Measure BIO-5** and the vegetation habitat re-planting requirements provided under **Mitigation Measure BIO-4** (more fully described above under **Section 3.6** "**Biological Resources**") would serve to further minimize the project's impacts to water quality conditions. Consequently, this impact is ***less-than-significant***, with no further mitigation (other than that identified in **Section 3.6** "**Biological Resources**") required.

Construction Dewatering. Construction dewatering at the project site would likely be required to create dry work areas for the traffic detour, excavations (new bridge abutment placement) and for work within the creek channel (existing bridge removal). Water pumped from dewatered areas could be redirected to the creek channel downstream of the work area. Sediment or other water pollutants originating from construction equipment or the surrounding disturbed land could be released with the dewatered water, degrading surface water quality. Discharged water could violate water quality standards or substantially degrade water quality.

Implementation of all permit requirements and habitat revegetation measures including riparian/native vegetation habitat re-planting requirements (see **Mitigation Measures BIO-4**, more fully described above) will be required to mitigate habitat and water quality impacts. Additionally, the implementation of best management practices to protect wildlife and habitats (**Mitigation Measures BIO-3, BIO-11,** and **BIO-12**, more fully described above) and the erosion prevention measures/water quality best management practices provided under **Mitigation Measure BIO-5** (also more fully described above in **Section 3.6** "**Biological**

Resources") would serve to further minimize impacts to waters of the U.S. and State. Consequently, this impact is ***less-than-significant*** with incorporation of **Mitigation Measures BIO-3** through **BIO-5, BIO-11,** and **BIO-12.**

b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

The proposed project would not require the use of groundwater or substantially interfere with groundwater recharge. Replacement of the bridge would not result in new amounts of impervious surfaces that would affect local groundwater levels. Therefore, the proposed project would not substantially deplete groundwater supplies and would not affect groundwater recharge such that a net deficit would occur. Consequently, ***no impact*** would occur, with no mitigation required.

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;

The project site drain into Moss Creek and the Merced River. Alterations to the existing drainage patterns of the creek, including changes to velocity, may result in erosion or siltation on or off-site. The proposed project has been designed to maintain the existing drainage patterns; however, flows along the creek would be temporarily altered during construction activities, and the proposed project design would result in slight modifications to on-site drainage.

Areas of the creek may need to be temporarily dewatered for construction of the traffic detour and the new bridge. If dewatering is necessary, it would occur within the project site (see **Figures 2-3**, **2-4** and **2-5**), and flows would be diverted through the work area in the creek in a pipe. Depending on the seasonal water surface levels, water diversion may not be necessary during low flow or drought conditions. Following construction, the diversion structures would be removed, and the creek would be allowed to return to a natural state within the recontoured banks of the channel segment. Although there may be temporary alterations to flow during construction activities resulting from water diversion activities, any water diversion structures utilized would be in place for a relatively short time and are not anticipated to significantly alter the existing drainage pattern of the site in a way that would result in substantial erosion or siltation on- or off-site.

As more fully described in the Location Hydraulic Study Report (WRECO 2019) prepared for the proposed project, a hydraulic analysis was performed using the HEC-RAS hydraulic model to determine the overall flood inundation effects resulting from implementation of the proposed project. The hydraulic study conducted for the proposed bridge concluded that the proposed bridge would have a lower water surface elevation under 50- and 100-year flood conditions paired with a higher soffit elevation, resulting in an increase in available freeboard.

Implementation of the CWA Section 401 and 404 permit Conditions of Approval, as well as standard construction erosion control BMPs, and County and Caltrans standards would ensure any potential construction and post-construction erosion and siltation would not affect drainages. Consequently, this impact is ***less-than-significant,*** with no mitigation required.

ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;

As described in the previous section, the proposed project would temporarily alter flows along the creek during construction activities, and the proposed project design would result in slight modifications to on-site drainage. Temporary dewatering activities in the creek during construction would not result in on- or off-site flooding.

Further, construction of the project would not substantially alter the existing drainage pattern of the site or area. While the proposed project would result in minor increases of impervious surfaces and would result in slight changes to water surface elevations from the slightly modified segment of Moss Creek through the project sites, the results of the hydraulic analysis indicated that the proposed project would not result in on- or off-site flooding. Additionally, compliance with Permit Conditions as well as construction BMPs would ensure the project would not substantially increase the rate or amount of surface runoff that would result in flooding. Consequently, this impact is ***less-than-significant,*** with no mitigation required.

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

There are no existing or planned stormwater drainage systems surrounding the project area. As described above, the proposed project would not result in a significant increase in runoff. Furthermore, implementation of the permit Conditions of Approval, and construction BMPs would reduce any potential pollution impacts during construction. Therefore, the proposed project would not result in substantial additional sources of polluted runoff. Consequently, this impact is ***less-than-significant,*** with no mitigation required.

iv) Impede or redirect flood flows?

See checklist Item "**ci**, **cii**, and **ciii**" above.

d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?

Tsunamis (seismic sea waves) are long-period waves that are typically caused by underwater seismic disturbances, volcanic eruptions, or submerged landslides. Low-lying coastal areas such as tidal flats, marshlands, and former bay margins that have been artificially filled but are still at or near sea level are generally the most susceptible to tsunami inundation. A seiche is caused by the oscillation of the surface of an enclosed body of water such as San Francisco Bay due to an earthquake or large wind event.

There are no bodies of water near the project sites capable of producing seiches. Areas surrounding the project sites consist primarily of vegetated slopes and are not likely to produce mudflows. Therefore, inundation by a seiche, tsunami, or mudflow is unlikely to occur on the project site, and ***no impact*** would occur.

e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

See checklist Item "**a** and **b**" above.

3.13 Land Use and Planning

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
XI. LAND USE AND PLANNING.					
Would the project:					
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?	☐	☐	☐	☒	☐

3.13.1 Environmental Setting

The Mariposa County General Plan estimated the 2006 population of Mariposa County to be approximately 18,216 and the U.S. Census Bureau estimated the 2016 population at approximately 17,410 residents (Mariposa County 2006, U.S. Census Bureau 2018).

Scenery is one of the main attractions to Mariposa County, primarily in the form of Yosemite National Park, internationally recognized as a natural wonder of the world. There are no ecological reserves or wildlife refuges directly adjacent to or immediately downstream of the proposed project. The County has classified land use adjacent to and southwest of the proposed project as Natural Resources and Agricultural/Working Landscape.

Incline Road is a narrow paved rural road that connects (via Foresta Road) to the Town of El Portal and the regional transportation network (State Route 140). There are scattered rural residences along Incline Road, but Incline Road is used primarily for access to recreational facilities along the Merced River.

Natural Resource areas adjacent to the Project include the Stanislaus National Forest, Sierra National Forest, and the Merced River Wild and Scenic River Corridor. The Merced River is the southern boundary of the Stanislaus National Forest and the northern boundary of the Sierra National Forest. The Merced Wild and Scenic River Corridor extends ¼-mile north and south of the Merced River and the corridor is managed by the Sierra National Forest, by special agreement with the Stanislaus National Forest.

3.13.2 Discussion

a) Physically divide an established community?

The proposed project would replace an existing bridge along an already established transportation corridor. Designed to improve public safety and local circulation, the proposed project is considered to have a beneficial effect to local emergency response efforts as the existing narrow bridge width has contributed to difficulties in evacuating the area during past fire events. No additional new right of way is required and the proposed project would not physically divide an established community. A traffic detour at the project site would be implemented during the construction period to minimize traveler delays and ensure residential circulation.

Consequently, implementation of the proposed project would not physically divide an established community and improve public safety by replacing the existing bridge, resulting in a ***beneficial impact***.

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?

The proposed project would require small amounts of new right of way; however, replacement of the existing bridge would occur predominately within the County's existing right-of-way and the proposed pr

oject would remain consistent with the existing site land use and surrounding land use designations, requiring no further change or amendment to the General Plan land use designation or zoning assigned by the County. Therefore, the proposed project would not conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project. Consequently, ***No impact*** would occur.

3.14 Mineral Resources

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
XII. MINERAL RESOURCES.					
Would the project:					
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?	☐	☐	☐	☒	☐

3.14.1 Discussion

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?

No mineral extraction activities exist on the project site and mineral extraction is not included as a part of the project. Consequently, ***no impact*** would occur.

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?

See checklist Item "**a**" above.

3.15 Noise

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
XIII. NOISE.					
Would the project:					
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 in other applicable standards of other agencies?	☐	☒	☐	☐	☐
b) Generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☒	☐	☐
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within 2 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?	☐	☐	☐	☒	☐

3.15.1 Environmental Setting

Terminology Used to Define Noise Conditions

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).

A-weighted sound level (dBA) 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 (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 (Ldn) and the Community Noise Equivalent Level (CNEL), 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.

Existing Noise Conditions

Land uses surrounding the proposed project site consist of a variety of open space uses (including steep mountainous terrain, forested ridgelines, and the Merced River corridor). The existing noise

environment in the immediate project area is dominated by the Merced River, song birds, and sporadic vehicle traffic along Incline Road.

Sensitive Receptors. 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.

Residential structures are typically not located along Incline Road, but are set back on the properties, away from the roadway. The nearest residences to the project site are well over a mile to the northeast, near the Town of El Portal.

Local Noise Regulations

There are no State or federal standards that specifically address construction noise. Additionally, 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 by 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.

Mariposa County does not have any established performance standards regarding groundborne 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 2013 Transportation and Construction Vibration Guidance Manual (Caltrans 2013).

3.15.2 Discussion

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 in other applicable standards of other agencies?

Implementation of the proposed project would result in potential noise impacts from short-term construction activities. Regarding long-term or operational noise impacts, implementation of the proposed project would not result in added travel lanes along the project alignments, nor would it move travel lanes substantially closer to any sensitive receptor in the project vicinity. In addition, implementation of the proposed project would not result in any increase in traffic volumes along Incline Road or the surrounding regional roadway network. As such, the project would not result in any new long-term operational noise sources, nor would it move existing operational noise sources (i.e., traffic) closer to existing sensitive land uses. No long-term or operational noise impacts are associated with the proposed project and this topic is not addressed further.

Construction such as clearing and grubbing (removal of trees), excavation, and staging location activities would temporarily increase noise levels in the vicinity of the proposed project. Construction would require heavy equipment during foundation excavation for the bridge abutments. Construction equipment utilized during this phase would include an excavator and a dump truck and a tracked drill with concrete pumper and concrete truck. Clearing and grubbing would require the use of chainsaws to cut down trees. Construction equipment used at the staging location would include a front-end loader, dump truck, and a generator.

As previously described, residential structures are set back on the properties surrounding the bridge site, with vegetation and topography shielding their views of or visibility from the project site. The nearest sensitive receptors to these noise sources at the project site are well over a mile to the northeast in the Town of El Portal.

Increases in ambient noise from these construction activities would be temporary and would not be expected to exceed Caltrans Standards (86 dB Lmax at a distance of 50 feet from job site activities). To ensure these project-related increases in ambient noise would not exceed applicable noise and land use standards, the noise reducing best management practices (limiting construction hours and maintaining standard equipment noise controls) pursuant to **Mitigation Measure NOS-1** will be implemented by the construction contractor. Consequently, this impact is ***less-than-significant*** with mitigation incorporated.

Mitigation Measure NOS-1: Construction Noise Reducing Best Management Practices

The County shall ensure the construction contractor implement the following construction noise reducing measures:

- The construction contractor shall ensure that all noise producing construction activities, including warming-up or servicing equipment and any preparation for construction, shall be limited to the hours between 7:00 a.m. and 6:00 p.m. 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.

- 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.

Timing: During construction.

Responsibility: County of Mariposa / Construction Contractor.

b) Generation of excessive groundborne vibration or groundborne noise levels?

Construction activities such as excavation and roadway paving would temporarily increase groundborne vibration and/or groundborne noise levels in the vicinity of the project site. However, the nearest sensitive receptors to the project site are well over a mile from the construction site and would not experience excessive groundborne vibration or groundborne noise levels. Consequently, temporary construction-related vibration impacts associated with equipment use at the project site would be ***less than significant***, with no mitigation required.

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 2 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?

The Mariposa-Yosemite Airport, located at 5020 Macready Way, Mariposa, CA is the nearest airport to the project sites and is located approximately 30 miles from the project site. The project sites are not located within an airport land use plan. The proposed project would have no impacts or expose workers to excessive airport noise levels. Consequently, ***no impact*** would occur.

3.16 Population and Housing

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
XIV. POPULATION AND HOUSING.					
Would the project:					
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?	☐	☐	☐	☒	☐

3.16.1 Discussion

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)?

The proposed project would not directly or indirectly induce growth in the area. The new bridge would more efficiently and safely accommodate existing traffic volumes and is considered to have a beneficial effect to local emergency response efforts, given the existing bridge width. The replacement bridge and roadway approaches would not provide an extension to new destinations beyond the current extent of the existing road. Construction is expected to last up to 6 months (24 weeks) utilizing a construction crew of 12 workers from the surrounding workforce. No additional housing or temporary lodging facilities would be required by construction workers commuting to the project site. Consequently, ***no impact*** would occur.

b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

Replacing the existing bridge, within largely the same project footprint, would not involve the construction, displacement, or demolition of any existing housing structures. Consequently, ***no impact*** would occur.

3.17 Public Services

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
XV. PUBLIC SERVICES.					
Would the project:					
a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:					
Fire protection?	☐	☐	☐	☒	☐
Police protection?	☐	☐	☐	☒	☐
Schools?	☐	☐	☐	☒	☐
Parks?	☐	☐	☐	☒	☐
Other public facilities?	☐	☐	☐	☒	☐

3.17.1 Discussion

a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:

- Fire protection?
- Police protection?
- Schools?
- Parks?
- Other public facilities?

Implementing the proposed project would not create new housing or other structures and, therefore, would not require additional public services (including fire or police protection facilities, schools, or parks). Furthermore, the new bridge would more efficiently and safely accommodate existing traffic volumes and the proposed project is considered to have a beneficial effect to local emergency response efforts. Consequently, ***no impact*** would occur.

3.18 Recreation

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
XVI. RECREATION.					
Would the project:					
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) Include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?	☐	☐	☐	☒	☐

3.18.1 Environmental Setting

Located on the western slope of the central Sierra Nevada mountain range, the Sierra National Forest, which encompasses more than 1.3 million acres and ranges in elevation between 900 and 13,986 feet, is known for its rolling, oak-covered foothills, heavily forested middle elevation slopes, and alpine landscape of the High Sierra. The Sierra National Forest was placed under federal protection and management in 1893, when the area was designated the Sierra Forest Reserve. Today, the Sierra National Forest provides numerous recreational opportunities for outdoor enthusiasts such as camping, hiking, fishing, hunting, or boating, and has become one of the most popular National Forests in the U.S (United States Forest Service [USFS] 2018).

Recreational sites associated with the Sierra National Forest in the project vicinity include the Redbud Picnic Grounds, Dirt Flat Campground, Dry Gulch Campground, the McClendon Beach Day Use Picnic Site, and the Cranberry Flat Day Use Picnic Site. These recreational sites are either within 0.5 mile of the Proposed Project (Redbud Picnic Grounds) or utilize Incline Road through the Proposed Project as the sole option for vehicle access. These recreation facilities are briefly described below.

Redbud Picnic Grounds. The Redbud Picnic Grounds is located on the south side of the Merced River along Highway 140 near the intersection of Highway 140 and Foresta Road. Access to the Redbud Picnic Grounds is from Highway 140. The facility is a day-use area with picnic tables, drinking water, and restrooms (USFS 2018)

Dirt Flat Campground. The Dirt Flat Campground is located on the north side of the Merced River on Incline Road approximately 2.5 miles west of the Proposed Project. Access to the Dirt Flat Campground is exclusively from Incline Road. The campgrounds are located on or have access to the Merced and offer picnic tables, restrooms, grills, and fire rings. The facility is managed by the California Land Management (USFS 2018).

Dry Gulch Campground. The Dry Gulch Campground is located on the north side of the Merced River on Incline Road approximately 1.1 miles west of the Proposed Project. Access to the Dry Gulch Campground is exclusively from Incline Road. The campgrounds are located on or have access to the

Merced River and offer picnic tables, restrooms, grills, and fire rings. The facility is managed by the California Land Management (USFS 2018).

McClendon Beach Day Use Picnic Site. The McClendon Beach Day Use Picnic Site is located on the north side of the Merced River on Incline Road approximately 4.3 miles west of the Proposed Project. Access to the McClendon Beach Day Use Picnic Site is exclusively from Incline Road. The facility is a day-use area with picnic tables and restrooms (USFS 2018).

Cranberry Flat Day Use Picnic Site. The Cranberry Flat Day Use Picnic Site is located on the north side of the Merced River on Incline Road approximately 3.1 miles west of the Proposed Project. Access to the Cranberry Flat Day Use Picnic Site is exclusively from Incline Road. The facility is a day-use area with picnic tables, drinking water, and restrooms (USFS 2018).

3.18.2 Discussion

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?

Implementation of the proposed project will not directly affect recreational opportunities or access along Incline Road or the Merced River. In the long term, the wider bridge will improve safety for bicyclists and hikers on the road. During construction, recreation visitors using Incline Road will experience traffic delays due to the temporary detour and one-way traffic control. Since the single-lane temporary bridge or crossing will be required to have sufficient load capacity to accommodate a CalFire Type 3 wildland fire engine ("Model 34-35" has a gross vehicle weight of 35,000 pounds), nearly all recreation vehicles will be able to use the temporary crossing. Although Incline Road will remain open during construction, temporary delays would be a minor inconvenience to recreation users accessing day use and camping areas within the project vicinity. Implementation of the construction notification measures under **Mitigation Measure TC-1** (more fully described below in **Section 3.19** "**Transportation**") would ensure that the traveling public and recreation users are aware of temporary delays and that recreational sites along Incline Road will be open during construction. Consequently, this impact is ***less-than-significant***, with no further mitigation (other than that identified in **Section 3.19** "**Transportation**") required.

b) Include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?

The proposed project does not include the development of any new residential uses or include other land development that would directly induce additional population growth affecting existing recreation facilities or opportunities. Employment opportunities from the construction phase of the project would not induce any additional population growth within the Town of El Portal or Mariposa County. Therefore, the project would not cause physical deterioration of existing recreational facilities from increased usage or result in the need for new or expanded recreational facilities. Consequently, ***no impact*** would occur.

3.19 Transportation

Environmental Issue		Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
XVII.	**TRANSPORTATION.**					
	Would the project:					
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?	☐	☒	☐	☐	☐

3.19.1 Discussion

a) Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?

As previously described, implementation of the proposed project would more efficiently and safely accommodate existing traffic volumes on Incline Road and is considered to have a beneficial effect to local emergency response and evacuation efforts as the existing bridge width has contributed to difficulties in evacuating the area during past fire events. The replacement bridge would be built to meet current design standards and are being implemented as part of the Caltrans Local Highway Bridge Program, which is a federal- and state sponsored program that provides funding for projects that replace bridges that have been deemed structurally deficient or functionally obsolete.

While the proposed project would not conflict with federal transportation programs or local County circulation policies, construction of the project would require the temporary detour of Incline Road vehicle traffic at the project site during the 5 to 6 month construction period, temporarily affecting local traffic accessing the area. Since the single-lane temporary bridge or crossing will be required to have sufficient load capacity to accommodate a CalFire Type 3 wildland fire engine ("Model 34-35" has a gross vehicle weight of 35,000 pounds), nearly all vehicles will be able to use the temporary crossing.

As part of the project, the County and the construction contractor would route residential traffic around the bridge sites as shown in **Figures 2-3, 2-4,** and **2-5** (see **Chapter 2**). Temporary traffic controls will also be implemented to ensure that the project would remain consistent with County requirements regarding traffic control. To minimize traveler delays and ensure recreation and residential circulation and access along Incline Road, during the construction period, the County will implementation the traffic detour and circulation controls included under **Mitigation**

Measure TC-1. Consequently, this impact is ***less-than-significant*** with incorporation of **Mitigation Measures TC-1.**

Mitigation Measure TC-1: Prepare and Implement a Traffic Detour and Control Plan

- At least one week prior to the commencement of work, the County's contractor' will be required to provide changeable message signs at each end of Incline Road to notify drivers of the upcoming project and potential delays. The contractor shall provide an informational sign at the entry points of the project identifying a contact person and phone number for any concerns or questions.

- During project construction, the County's contractor shall use standard cones and barricades to protect the public from entering the construction work area. The contractor will also install advance warning signs to alert approaching motorists of the work zones consistent with the most recent edition of the California Manual of Traffic Control Devices (MUTCD) for sign placement, etc. Advance warning signs may be reflective signs, changeable message boards, cones, and barricades. The contractor shall provide flaggers as needed to temporarily hold traffic for staging equipment or construction. The work will be limited to 8 a.m. to 5 p.m., with weekend work if approved by Public Works; no work shall occur on national holidays. Flagging and other means of traffic control will be required to allow for the movement of traffic through the work zone. Cones, signing and flagging for traffic control shall conform to the requirements of the MUTCD.

- The County shall notify the traveling public of construction delays via roadway signage or changeable message signs. A sign shall be placed at the intersection of Incline Road and Foresta Road stating that recreational sites along Incline Road remain open during construction. Weight restrictions associated with the temporary low water crossing or temporary detour bridge shall also be posted at the intersection of Incline Road and Foresta Road, if applicable. Additional signage shall be placed along Incline Road warning the traveling public of delays, and the expected delay in minutes shall be posted.

  Timing: Before and During construction.

  Responsibility: County of Mariposa / Construction Contractor.

b) Conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?

The proposed project does not include the development of any new residential uses or include other land development that would directly induce additional population growth or affect the existing "vehicle miles travelled" by residents or visitors within the area. Replacement of the existing bridge is considered a "Transportation Project" that would have no impact on vehicle miles travelled and therefore is presumed to result in a less than significant transportation impact consistent with CEQA Guidelines 15054.3(b)(2). Consequently, ***no impact*** would occur.

c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

No hazards due to design features would occur through implementation of the proposed project, as the replacement bridge structures and associated roadway approaches would conform to

County and Caltrans design standards. Therefore, the proposed project would not substantially increase hazards due to a design feature or incompatible use. Consequently, ***no impact*** would occur.

d) Result in inadequate emergency access?

See checklist Item "**a**" above.

3.20 Tribal Cultural Resources

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
XVIII. TRIBAL CULTURAL RESOURCES.					
Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in PRC Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:					
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in PRC Section 5020.1(k), or	☐	☒	☐	☐	☐
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of PRC Section 5024.1. In applying the criteria set forth in subdivision (c) of PRC Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☒	☐	☐	☐

3.20.1 Discussion

a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in PRC 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 listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in PRC Section 5020.1(k)?

Under PRC section 21080.3.1 and 21082.3, the County must consult with tribes traditionally and culturally affiliated with the project area that have requested formal notification and responded with a request for consultation. The parties must consult in good faith. Consultation is deemed concluded when the parties agree to measures to mitigate or avoid a significant effect on a tribal cultural resource when one is present or when a party concludes that mutual agreement cannot be reached. Mitigation measures agreed on during the consultation process must be recommended for inclusion in the environmental document.

As previously described above in **Section 3.7** "**Cultural Resources**", the NAHC was contacted and a list of Native American contacts was provided as part of the Section 106 process. The NAHC also reported that no recorded Sacred Land was within or adjacent to the project sites. Section 106 letters to the NAHC list of contacts were sent in July 2018. Follow-up voicemails and emails were sent to the contacts on July 17th, 2018, with no response received by any of the

Native American contacts. AB 52 consultation letters were first sent over the summer of 2020, with updated letters sent to the current tribal contacts (as of December 2022). No additional responses provided to date. **Table 3-6 (**above in **Section 3.7**) provides a summary of all Native American consultation activities to date.

While no responses or tribal resources have been received or identified to date, portions of the proposed project area may be sensitive for the presence of tribal cultural resources. Implementation of the proposed project is not considered to result in an adverse change in the significance of a known tribal cultural resource pursuant to Public Resources Code 21074. However, while unlikely, construction of the proposed project could result in the inadvertent discovery of undocumented tribal cultural resources such as Native American archaeological sites, Native American human remains and associated objects and materials, features, sacred places, or objects with value to a Tribe that is culturally or traditionally affiliated with the proposed project, and the disturbance or destruction of these resources. Therefore, the proposed project could result in a ***potentially significant*** impact on tribal cultural resources. To ensure no adverse effects to tribal cultural resources, implementation of resource avoidance measures provided in **Mitigation Measures CUL-1**, **CUL-2**, and **CUL-3** (more fully described above in **Section 3.7 "Cultural Resources"**) would reduce the impact to less than significant. Therefore, the proposed project would have a ***less-than-significant*** impact with mitigation incorporated.

b) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in PRC Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is a 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 PRC Section 5024.1.

See checklist Item "**a**" above.

3.21 Utilities and Service Systems

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
XIX. UTILITIES AND SERVICE SYSTEMS.					
Would the project:					
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 that 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?	☐	☐	☐	☒	☐

3.21.1 Discussion

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?

The proposed project would not generate any new housing, businesses, or other changes that would increase the demand for utilities or related service systems beyond their current capacity. Therefore, the proposed project would not require or result in the construction of new or upgraded utility systems. Consequently, ***no impact*** would occur.

b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?

See checklist Item "**a**" above.

c) Result in a determination by the wastewater treatment provider that 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?

See checklist Item "**a**" above.

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?

See checklist Item "**a**" above.

e) Comply with Federal, State, and local management and reduction statutes and regulations related to solid waste?

See checklist Item "**a**" above.

3.22 Wildfire

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
XX. WILDFIRE.					
If located in or near State responsibility areas or lands classified as very high fire hazard severity zones, **would the project:**					
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☒	☐	☐	☐
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☒	☐	☐	☐
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines, or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☐	☒	☐
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☒	☐	☐

3.22.1 Discussion

a) Substantially impair an adopted emergency response plan or emergency evacuation plan?

While not considered a high-volume roadway (current ADT estimated at 150 vehicles), the proposed project will require a short-term roadway detour at the bridge sites during replacement of the existing bridge structures (and associated roadway approach work) to ensure construction is completed efficiently and with as short a construction period as possible. To minimize traveler delays and ensure residential/recreation-related circulation and access along Incline Road, during the construction period, the County will implementation the traffic detour route and the circulation control measures included under **Mitigation Measure TC-1** (see **Section 3.19** "**Transportation**") would ensure adequate emergency response and evacuation routes are maintained. Consequently, this impact is ***less-than-significant***, with mitigation incorporated.

c) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?

Heavy equipment used during project construction has the potential to start a fire on surrounding open space areas near the project site. However, implementation of **Mitigation Measure HAZ-1** (more fully described above in **Section 3.11** "**Hazards and Hazardous Materials**") would reduce the potential for construction-related wildland fires by providing a clearing, reducing fire fuels and removing fire sustaining litter. In addition, during construction, spark arrestors or turbo chargers (which eliminate sparks in exhaust) and fire extinguishers would be required for all heavy equipment. Consequently, this impact is ***less-than-significant*** with mitigation incorporated.

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?

As more fully described above in Chapter 2 "Project Description", the proposed project will not require the relocation of any existing utilities at the sites. Consequently, ***no impact*** would occur.

e) 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?

See checklist Item "**c**" in **Section 3.12** "**Hydrology and Water Quality**" and **Section 3.23** "**Mandatory Findings of Significance**".

3.23 Mandatory Findings of Significance

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
XXI. MANDATORY FINDINGS OF SIGNIFICANCE.					
Would the project:					
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 an endangered, rare, or threatened species, 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?	☐	☐	☐	☒	☐

3.23.1 Discussion

Cumulative impacts are evaluated based on an evaluation of other recent, past, present, and planned or adopted future projects in the vicinity of the proposed project. Currently, Caltrans is proposing to restore a section of SR 140 that was damaged by the Ferguson rockslide in 2006. The rockslide is located approximately 6 miles west of the proposed project on SR 140 on the south side of the Merced River.

When assessing cumulative impacts, the timing of combined effects of these projects and the proposed project's contribution to those potential effects have been considered.

a) Would 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 an endangered, rare, or threatened species, or eliminate important examples of the major periods of California history or prehistory?

As discussed in the Air Quality, Biological Resources, Cultural Resources, Geology and Soils, Hazards, Hydrology and Water Quality, and Tribal Cultural Resources sections, any potentially significant impacts related to the quality of the environment, plant, fish, or wildlife habitat or

populations, special-status species, and important historical or cultural resources would be reduced to a less-than-significant level through implementation of avoidance and minimization measures and by incorporating mitigation measures. No known cultural resources would be affected by the proposed project and if unidentified resources are encountered during construction, mitigation measures are in place to ensure that impacts would be ***less than significant***.

b) Would 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.)

Considering the surrounding rural nature of the County, past, present, and future projects are likely to be consistent with the developed nature of the surrounding area and would likely be focused on similar infrastructure (i.e., bridge replacement and flood protection) improvements or small-scale residential/commercial development projects. However, their impacts would not substantially interact with the proposed project's impacts with the exception of regional construction-related impacts such as short-term air quality/GHG emissions, erosion, and water quality impacts.

Construction of the proposed project would result in temporary and short-term impacts that would be primarily limited to the project site and immediate vicinity. Although impacts related to resources such as air quality, greenhouse gas emissions, traffic, erosion, and water quality would contribute to regional impacts, these impacts would not make a cumulatively considerable incremental contribution to any significant cumulative impact resulting from other past, present, and reasonably foreseeable future projects in the project vicinity. This result is due to the relatively small size of the proposed project, the confined nature of construction-related impacts over a relatively short 5- to 6-month construction period, and implementation of the following mitigation measures that are proposed to avoid, minimize, rectify, reduce, eliminate, and/or compensate for any potentially significant impacts:

- Mitigation Measure BIO-1: Conduct Preconstruction Species Surveys
- Mitigation Measure BIO-3: Install Temporary Fencing around Environmentally Sensitive Habitat
- Mitigation Measure BIO-4: Restore Temporarily Disturbed Areas
- Mitigation Measure BIO-5: Implement Water Quality Best Management Practices
- Mitigation Measure BIO-11: Avoid the Spread of Invasive Plant Species
- Mitigation Measure CUL-1: Archaeological Site Avoidance Measures
- Mitigation Measure CUL-2: Discovery of Cultural Resources during Ground-Disturbing Activities
- Mitigation Measure CUL-3: Accidental Finding of Human Remains

- Mitigation Measure GEO-1: Avoid and Minimize Impacts to Paleontological Resources
- Mitigation Measure HAZ-1: Implement BMPs for Wildland Fire Prevention
- Mitigation Measure TC-1: Prepare and Implement a Traffic Detour and Control Plan
- Mitigation Measure NOS-1: Construction Noise Reducing Best Management Practices

As described in the evaluations of potential impacts in the preceding sections of this IS/MND, all potentially significant impacts of the proposed project would be reduced to a level of less than significant with the proposed mitigation measures incorporated. While ongoing and future activities in the area, such as timber harvest, agricultural activities, and other non-federal actions may result in cumulative impacts to resources also impacted by the proposed project, those actions would also be subject to avoidance and minimization measures and the appropriate mitigation, as necessary. With incorporation of the proposed mitigation contained in this IS/MND, the project's contribution to cumulative impacts would be ***less than significant.***

Consequently, the proposed project would not result in any cumulatively considerable incremental contribution to significant cumulative impacts resulting from the projects listed above or any other past, present, or probable future projects in the area.

c) Would the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?

As discussed throughout this initial study, construction and operation of the proposed project would not cause substantial adverse effects on human beings, either directly or indirectly. The proposed project is being implemented for the specific purpose of restoring circulation and public safety. Furthermore, mitigation measures are provided as necessary to reduce the proposed project's potentially significant effects on air quality, biological resources, cultural resources, geology and soils, hazards, hydrology and water quality, and tribal cultural resources to less-than-significant levels. Thus, construction and operation of the proposed project would not cause substantial adverse effects on human beings, either directly or indirectly and would improve the quality of life for humans by improving recreational opportunities and access to surrounding recreational areas. There would be ***no impact***.

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Appendix A. Biological Resources

As more fully described in **Section 3.6** "**Biological Resources**", this Appendix includes the following background information from the Natural Environment Study prepared for the proposed project:

- A complete list of special-status plants and animals that are known to occur or have potential to occur in the project region, which includes the listing status, preferred habitat, and potential for occurrence in the BSA for each species.

- A table and figure that lists all inventoried trees (including a description of tree health and dbh or Diameter at breast height).

Species List

Table 3-4. Special-status Plant Species with the Potential to Occur in the Vicinity of the Project

Common and Scientific Name	Legal Status[1]		Distribution	Habitat Association	Identification Period	Species Present/ Absent	Rationale
	Federal /USFS	State/ CNPS					
Jepson's onion *Allium jepsonii*	--/FSS	--/1B.2	Butte, El Dorado, Placer, and Tuolumne counties.	Serpentinite or volcanic soils in chaparral, cismontane woodland, and lower montane coniferous forests. 990 - 4,330 feet amsl.	April - August	Absent	This species was not observed during protocol-level surveys conducted within the species' identification period. There are no CNDDB records within a 10-mile radius of the BSA.
Three-bracted onion *Allium tribracteatum*	--/FSS	--/1B.2	Alpine, Amador, Calaveras, El Dorado, and Tuolumne counties.	Volcanic slopes in chaparral, lower montane coniferous forest, and upper montane coniferous forests. 3,600 - 9,840 feet amsl.	April - August	Absent	The BSA is below this species' elevational range. This species was not observed during protocol-level surveys conducted within the species' identification period. There are no CNDDB records within a 10-mile radius of the BSA.
Yosemite onion *Allium yosemitense*	--/FSS	SR/ 1B.3	Mariposa and Tuolumne counties.	Rocky, metamorphic or granite soils in chaparral, cismontane woodland, and lower montane coniferous forests. 1,760 - 7,220 feet amsl.	April - July	Absent	This species was not observed during protocol-level surveys conducted within the species' identification period. There are 12 CNDDB records within a 10-mile radius of the BSA, the nearest located approximately 0.5 miles northeast of the BSA.
Nissenan manzanita *Arctostaphylos nissenana*	--/FSS	--/1B.2	El Dorado and Tuolumne counties.	Rocky soils in chaparral and woodland areas. 1,480 – 3,600 feet amsl.	February - March	Absent	This species was not observed during protocol-level surveys. While surveys were conducted outside of this identification (blooming) period, this is a perennial shrub and would have been identifiable year round. There are no CNDDB records within a 10-mile radius of the BSA.
Big-scale balsamroot *Balsamorhiza macrolepis* var. *macrolepis*	--/FSS	--/1B.2	Alameda, Amador, Butte, Colusa, El Dorado, Lake, Mariposa, Napa, Placer, Santa Clara, Solano, Sonoma, Tehama, and Tuolumne counties.	Chaparral, cismontane woodland, valley and foothill grasslands; sometimes on serpentinite soils. 140 - 5,100 feet amsl.	March - June	Absent	This species was not observed during protocol-level surveys conducted within the species' identification period. There is one CNDDB record within a 10-mile radius of the BSA, the nearest located approximately 4 miles northeast of the BSA.

Common and Scientific Name	Legal Status[1]		Distribution	Habitat Association	Identification Period	Species Present/ Absent	Rationale
	Federal /USFS	State/ CNPS					
Hidden rockcress *Boechera evadens*	--/FSS	--/1B.3	Tulare County.	Rocky areas in upper montane coniferous forest 8,400 - 9,350 feet amsl.	May - August	Absent	This species was not observed during protocol-level surveys conducted within the species' identification period. The BSA is below this species' elevational range. There are no CNDDB records within a 10-mile radius of the BSA.
Tulare rockcress *Boechera tularensis*	--/--	1B.3	El Dorado, Fresno, Inyo, Madera, Mono, Mariposa, and Tulare counties.	Rocky slopes, sometimes roadsides, in subalpine coniferous forests and upper montane coniferous forests. 5,990 – 10,990 feet amsl.	May - August	Absent	This species was not observed during protocol-level surveys conducted within the species' identification period. The BSA is below this species' elevational range. There is one CNDDB record within a 10-mile radius of the BSA, the nearest located approximately 6.4 miles northeast of the BSA.
Upswept moonwort *Botrychium ascendens*	--/FSS	--/2B.3	Alpine, Butte, El Dorado, Fresno, Lassen, Mono, Modoc, Nevada, Placer, Plumas, Shasta, Tehama, Tulare, and Tuolumne counties.	Mesic soils (e.g. meadows and seeps) in lower montane coniferous forests. 3,660 - 10,500 feet amsl.	July - August	Absent	The BSA does not contain mesic soils. Although protocol-level surveys were conducted outside the species' identification period, this species was not observed within the BSA. The BSA is below this species' elevational range. There are no CNDDB records within a 10-mile radius of the BSA.
Scalloped moonwort *Botrychium crenulatum*	--/FSS	--/2B.2	Alpine, Amador, Butte, Calaveras, Colusa, El Dorado, Fresno, Inyo, Lake, Lassen, Los Angles, Mono, Modoc, Nevada, Placer, Plumas, San Bernardino, Shasta, Sierra, Siskiyou, Tehama, Trinity, Tulare, and Tuolumne counties.	Bogs, fens, meadows, and seeps in lower and upper montane coniferous forests. 4,160 - 10,760 feet amsl.	June - September	Absent	The BSA does not contain bogs, fens, meadows or seeps. Although protocol-level surveys were conducted outside the species' identification period, this species was not observed within the BSA. The BSA is below this species' elevational range. There are no CNDDB records within a 10-mile radius of the BSA.

Common and Scientific Name	Legal Status[1]		Distribution	Habitat Association	Identification Period	Species Present/ Absent	Rationale
	Federal /USFS	State/ CNPS					
Slender moonwort *Botrychium lineare*	--/FSS	--/1B.3	Fresno, Mono, Tulare, and Tuolumne counties.	Meadows and seeps in upper montane and subalpine coniferous forests; often in disturbed areas. 8,400 – 8,530 feet amsl.	Year-round	Absent	This species was not observed during protocol-level surveys conducted within the species' identification period. The BSA is below this species' elevational range. There are no CNDDB records within a 10-mile radius of the BSA.
Common moonwort *Botrychium lunaria*	--/FSS	--/2B.3	Mono, Modoc, Nevada, Sierra, Tulare, and Tuolumne counties.	Meadows and seeps in upper montane and subalpine coniferous forests. 6,500 - 11,160 feet amsl.	August	Absent	The BSA does not contain meadows or seeps. Although protocol-level surveys were conducted outside the species' identification period, this species was not observed within the BSA. The BSA is below this species' elevational range. There are no CNDDB records within a 10-mile radius of the BSA.
Mingan moonwort *Botrychium minganense*	--/FSS	--/2B.2	Amador, Butte, Calaveras, El Dorado, Fresno, Lassen, Modoc, Nevada, Placer, Plumas, San Bernardino, Shasta, Sierra, Siskiyou, Tehama, Trinity, Tulare, and Tuolumne counties.	Bogs, fens, meadows, and seeps in lower and upper montane coniferous forests with mesic soils. 4,780 – 7,150 feet amsl.	July - September	Absent	The BSA does not contain bogs, fens, meadows, or seeps. Although protocol-level surveys were conducted outside the species' identification period, this species was not observed within the BSA. The BSA is below this species' elevational range. There are no CNDDB records within a 10-mile radius of the BSA.
Western goblin *Botrychium montanum*	--/FSS	--/2B.1	Amador, Butte, El Dorado, Fresno, Lassen, Modoc, Plumas, Shasta, Sierra, Tehama, and Tuolumne counties.	Meadows and seeps in lower and upper montane coniferous forests with mesic soils. 4,800 - 7,150 feet amsl.	July - September	Absent	The BSA does not contain meadows or seeps. Although protocol-level surveys were conducted outside the species' identification period, this species was not observed within the BSA. The BSA is below this species' elevational range. There are no CNDDB records within a 10-mile radius of the BSA.

Common and Scientific Name	Legal Status[1]		Distribution	Habitat Association	Identification Period	Species Present/ Absent	Rationale
	Federal /USFS	State/ CNPS					
Stalked moonwort *Botrychium pedunculosum*	--/FSS	--/2B.1	Tuolumne County. Known only from Stanislaus National Forest.	Meadows and seeps in upper montane coniferous forests with granite, volcanic, or andesitic soils. 6,053 feet amsl.	August	Absent	The BSA does not contain meadows or seeps. Although protocol-level surveys were conducted outside the species' identification period, this species was not observed within the BSA. The BSA is outside this species' geographic range and below its elevational range. There are no CNDDB records within a 10-mile radius of the BSA.
Northwestern moonwort *Botrychium pinnatum*	--/FSS	--/2B.3	Lassen, Modoc, Plumas, Shasta, and Siskiyou counties.	Meadows and seeps in lower and upper montane coniferous forests with mesic soils. 5,810 – 6,700 feet amsl.	July - October	Absent	The BSA does not contain meadows or seeps. Although protocol-level surveys were conducted outside the species' identification period, this species was not observed within the BSA. The BSA is outside this species' geographic range and below its elevational range. There are no CNDDB records within a 10-mile radius of the BSA.
Moosewort *Botrychium tunux*	--/FSS	--/2B.1	Mariposa County. Known only from Mt. Hoffman in Yosemite National Park.	Alpine boulder and rock fields with calcareous soils. 11,820 feet amsl.	August - September	Absent	The BSA does not contain calcareous soils. Although protocol-level surveys were conducted outside the species' identification period, this species was not observed within the BSA. The BSA is outside this species' geographic range and below its elevational range. There are no CNDDB records within a 10-mile radius of the BSA.

Common and Scientific Name	Legal Status[1]		Distribution	Habitat Association	Identification Period	Species Present/ Absent	Rationale
	Federal /USFS	State/ CNPS					
Giant moonwort *Botrychium yaaxudakeit*	--/FSS	--/2B.1	Tuolumne County. Known only from Virginia Canyon in Yosemite National Park.	Alpine boulder and rock field with limestone and marble soils. 10,500 feet amsl.	August	Absent	The BSA does not contain limestone and marble soils. Although protocol-level surveys were conducted outside the species' identification period, this species was not observed within the BSA. The BSA is outside this species' geographic range and below its elevational range. There are no CNDDB records within a 10-mile radius of the BSA.
Bolander's bruchia moss *Bruchia bolanderi*	--/FSS	--/4.2	El Dorado, Fresno, Madera, Modoc, Mariposa, Nevada, Plumas, Sierra, Tehama, Tulare, and Tuolumne counties.	Damp soils in lower and upper montane coniferous forests, meadows and seeps, and upper montane coniferous forests. 5,580 - 9,190 feet amsl.	Year-round (Moss)	Absent	This species was not observed during protocol-level surveys conducted within the species' identification period. The BSA is below this species' elevational range. There are no CNDDB records within a 10-mile radius of the BSA.
Pleasant Valley mariposa lily *Calochortus clavatus* var. *avius*	--/FSS	--/1B.2	Amador, Calaveras, El Dorado, Mariposa, and Placer counties.	Josephine silt loam and volcanic soils in lower montane coniferous forests. 1,000 - 5,910 feet amsl.	May - July	Absent	This species was not observed during protocol-level surveys conducted within the species' identification period. There are no CNDDB records within a 10-mile radius of the BSA.
Northern clustered sedge *Carex arcta*	--/--	--/2B.2	Del Norte, Humboldt, Mendocino, Mariposa, and Tulare counties.	Bogs and fens and North Coast coniferous forests with mesic soils. 195 – 4,590 feet amsl.	June - September	Absent	The BSA does not contain bogs, fens, or mesic soils. Although surveys were conducted outside the species' identification period, this species was not observed within the BSA. There are no CNDDB records within a 10-mile radius of the BSA.

Common and Scientific Name	Legal Status[1]		Distribution	Habitat Association	Identification Period	Species Present/ Absent	Rationale
	Federal /USFS	State/ CNPS					
Mud sedge *Carex limosa*	--/--	--/2B.2	Alpine, Butte, El Dorado, Fresno, Lassen, Modoc, Mariposa, Nevada, Plumas, Shasta, Sierra, Siskiyou, Tehama, and Tuolumne counties.	Bogs, fens, meadows, seeps, marshes, and swamps in lower and upper montane coniferous forests. 3,930 – 8,850 feet amsl.	June - August	Absent	The BSA does not contain bogs, fens, meadows, seeps, marshes, or swamps. Although protocol-level surveys were conducted outside the species' identification period, this species was not observed within the BSA. The BSA is below this species' elevational range. There is one CNDDB record within a 10-mile radius of the BSA, the nearest located approximately 7.2 miles northeast of the BSA.
Tompkin's sedge *Carex tompkinsii*	--/--	SR/4.3	Fresno, Mariposa, and Tuolumne counties.	Sometime granitic soils in chaparral, cismontane woodlands, lower montane coniferous forests, and upper montane coniferous forest. 1,375 – 6,000 feet amsl.	May - July	Absent	This species was not observed during protocol-level surveys conducted within the species' identification period. There are two CNDDB records within a 10-mile radius of the BSA, the nearest located approximately 6.3 miles northeast of the BSA.
Bolander's woodreed *Cinna bolanderi*	--/--	--/1B.2	Fresno, Madera, Mariposa, and Tulare counties.	Mesic soils and streamside in meadows, seep, and upper montane coniferous forests. 5,480 – 8,000 feet amsl.	July - September	Absent	The BSA does not contain meadows, seeps, or upper montane coniferous forests. Although protocol-level surveys were conducted outside the species' identification period, this species was not observed within the BSA. The BSA is below this species' elevational range. There are four CNDDB records within a 10-mile radius of the BSA, the nearest located approximately 6.4 miles northeast of the BSA.

Common and Scientific Name	Legal Status[1]		Distribution	Habitat Association	Identification Period	Species Present/ Absent	Rationale
	Federal /USFS	State/ CNPS					
Small's southern clarkia *Clarkia australis*	--/FSS	--/1B.2	Calaveras, Madera, Mariposa, and Tuolumne counties.	Cismontane woodlands and lower montane coniferous forests. 2,630 - 6,810 feet amsl.	May - August	Absent	This species was not observed during protocol-level surveys conducted within the species' identification period. There are four CNDDB records within a 10-mile radius of the BSA, the nearest located approximately 2.5 miles northwest of the BSA.
Mariposa clarkia *Clarkia biloba* ssp. *australis*	--/FSS	--/1B.2	Mariposa and Tuolumne counties.	Serpentinite soils in chaparral and cismontane woodlands. 990 - 4,790 feet amsl.	April - July	Absent	This species was not observed during protocol-level surveys conducted within the species' identification period. There are eight CNDDB records within a 10-mile radius of the BSA, the nearest located approximately 4.4 miles west of the BSA.
Merced clarkia *Clarkia lingulata*	--/FSS	--/1B.1	Mariposa County. Known from only two occurrences along the Merced River.	Chaparral and cismontane woodlands. 1,320 - 1,500 feet amsl.	May - June	Absent	This species was not observed during protocol-level surveys conducted within the species' identification period. There are two CNDDB records within a 10-mile radius of the BSA, the nearest located approximately 3.8 miles west of the BSA.
Mariposa cryptantha *Cryptantha mariposae*	--/--	--/1B.3	El Dorado, Mariposa and Tuolumne counties.	Serpentinite and rocky soils in chaparral. 820 – 2,130 feet amsl.	April - June	Absent	This species was not observed during protocol-level surveys conducted within the species' identification period. There are no CNDDB records within a 10-mile radius of the BSA.

Common and Scientific Name	Legal Status[1]		Distribution	Habitat Association	Identification Period	Species Present/ Absent	Rationale
	Federal /USFS	State/ CNPS					
Jepson's dodder *Cuscuta jepsonii*	--/--	--/1B.1	Lake, Mariposa, Siskiyou, Trinity, and Tulare counties.	Streambanks in North Coast coniferous forests. Occurs on *Ceanothus diversifolius* and *Ceanothus prostratus*. 3,940 – 7,550 feet amsl.	July - September	Absent	The BSA does not contain the host plants *Ceanothus diversifolius* or *Ceanothus prostrates*. Although protocol-level surveys were conducted outside the species' identification period, this species was not observed within the BSA. The BSA is below this species' elevational range. There are no CNDDB records within a 10-mile radius of the BSA.
Mountain lady's-slipper *Cypripedium montanum*	--/FSS	--/4.2	Del Norte, Glenn, Humboldt, Madera, Mendocino, Modoc, Mariposa, Plumas, Santa Cruz, Shasta, Sierra, Siskiyou, San Mateo, Sonoma, Tehama, Trinity, and Tuolumne counties.	Broadleafed upland forests, cismontane woodlands, lower montane coniferous forests, and North Coast coniferous forests. 610 - 7,300 feet amsl.	March - August	Absent	This species was not observed during protocol-level surveys conducted within the species' identification period. There are no CNDDB records within a 10-mile radius of the BSA.
Branched collybia *Dendrocollybia racemosa*	--/FSS	--/--	Distribution is restricted to the Pacific Northwest, with only 33 occurrences documented in California, Oregon, and Washington (NatureServe Explorer 2018).	It usually grows on the decaying fruit bodies of other agarics (gilled mushrooms). Elevational requirements unknown.	Summer - Fall (Mushroom)	Absent	This species was not observed during protocol-level surveys. The BSA is outside this species' known geographic range. There are no CNDDB records within a 10-mile radius of the BSA.
Yellow-lip pansy monkeyflower *Diplacus pulchellus*	--/--	--/1B.2	Calaveras, Mariposa, and Tuolumne counties.	Vernally mesic soils, often disturbed or clay, in lower montane coniferous forests, meadows, and seeps. 1,970 – 6,560 feet amsl.	April - July	Absent	This species was not observed during protocol-level surveys conducted within the species' identification period. There are three CNDDB records within a 10-mile radius of the BSA, the nearest located approximately 4.3 miles northeast of the BSA.

Common and Scientific Name	Legal Status[1]		Distribution	Habitat Association	Identification Period	Species Present/ Absent	Rationale
	Federal /USFS	State/ CNPS					
Tahoe draba *Draba asterophora* var. *asterophora*	--/FSS	--/1B.2	Alpine, El Dorado, Mono, and Tuolumne counties.	Alpine boulder and rock fields and subalpine coniferous forests. 8,200 - 11,500 feet amsl.	July - September	Absent	The BSA does not contain alpine boulder and rock fields or subalpine coniferous forests. Although protocol-level surveys were conducted outside the species' identification period, this species was not observed within the BSA. The BSA is below this species' elevational range. There are no CNDDB records within a 10-mile radius of the BSA.
Cup Lake draba *Draba asterophora* var. *macrocarpa*	--/FSS	--/1B.1	El Dorado County. Known only near Cup Lake and Saucer Lake below Ralston Peak.	Rocky, subalpine coniferous forests. 8,200 - 9,230 feet amsl.	July - September	Absent	The BSA does not contain subalpine coniferous forests. Although protocol-level surveys were conducted outside the species' identification period, this species was not observed within the BSA. The BSA is outside this species' known geographic range and below its elevational range. There are no CNDDB records within a 10-mile radius of the BSA.
Koch's cord moss *Entosthodon kochii*	--/--	--/1B.3	Mendocino, Mariposa, Marin, and San Luis Obispo counties.	Cismontane woodlands. 590 – 3,280 feet amsl.	Year-round (Moss)	Absent	This species was not observed during protocol-level surveys conducted within the species' identification period. There is one CNDDB record within a 10-mile radius of the BSA, the nearest located approximately 9 miles southwest of the BSA.
Hall's daisy *Erigeron aequifolius*	--/--	--/1B.3	Fresno, Kern, and Tulare counties.	Rocky and granitic soils in broadleaf upland forest, lower montane coniferous forests, pinyon and juniper woodlands, and upper montane coniferous forests. 4,920 – 8,000 feet amsl.	June - August	Absent	Although protocol-level surveys were conducted outside the species' identification period, this species was not observed within the BSA. The BSA is below this species' elevational range. There are no CNDDB records within a 10-mile radius of the BSA.

Common and Scientific Name	Legal Status[1]		Distribution	Habitat Association	Identification Period	Species Present/ Absent	Rationale
	Federal /USFS	State/ CNPS					
Jack's wild buckwheat *Eriogonum luteolum* var. *saltuarium*	--/FSS	--/1B.2	Alpine and Tuolumne counties.	Sandy and granitic soils in Great Basin scrub and upper montane conifer woodlands. 5,580 - 7,870 feet amsl.	July - September	Absent	The BSA does not contain Great Basin scrub or upper montane conifer woodlands. Although protocol-level surveys were conducted outside the species' identification period, this species was not observed within the BSA. The BSA is below this species' elevational range. There are no CNDDB records within a 10-mile radius of the BSA.
Congdon's woolly sunflower *Eriophyllum congdonii*	--/FSS	SR/ 1B.2	Mariposa County. Restricted to Merced River drainage.	Rocky and metamorphic soils in chaparral, cismontane woodlands, and lower montane coniferous forests. 1,640 - 6,230 feet amsl.	April - June	Absent	This species was not observed during protocol-level surveys conducted within the species' identification period. There are 20 CNDDB records within a 10-mile radius of the BSA, the nearest located approximately 0.2 miles east of the BSA.
Yosemite woolly-sunflower *Eriophyllum nubigenum*	--/FSS	--/1B.3	Madera, Mariposa, and Tuolumne counties.	Gravelly, granitic soil in chaparral and upper and lower montane coniferous forest. 5,000 - 9,020 feet amsl.	May - August	Absent	This species was not observed during protocol-level surveys conducted within the species' identification period. The BSA is below this species' elevational range. There is one CNDDB record within a 10-mile radius of the BSA, the nearest located approximately 8.9 miles northwest of the BSA.
Slender-stemmed monkeyflower *Erythranthe filicaulis*	--/--	--/1B.2	Mariposa and Tuolumne counties.	Vernally mesic soils in cismontane woodlands, lower montane coniferous forests, meadows and seeps, and upper montane coniferous forests. 2,950 – 5,740 feet amsl.	April - August	Absent	This species was not observed during protocol-level surveys conducted within the species' identification period. The BSA is below this species' elevational range. There are ten CNDDB records within a 10-mile radius of the BSA, the nearest located approximately 3.5 miles northeast of the BSA.

Common and Scientific Name	Legal Status[1]		Distribution	Habitat Association	Identification Period	Species Present/ Absent	Rationale
	Federal /USFS	State/ CNPS					
Slender-stalked monkeyflower *Erythranthe gracilipes*	--/--	--/1B.2	Fresno, Madera, and Mariposa counties.	Decomposed granitic soils, often in a bun or disturbed area, in chaparral, cismontane woodlands, and lower montane coniferous forests. 1,640 – 4,260 feet amsl.	April - June	Absent	This species was not observed during protocol-level surveys conducted within the species' identification period. There are no CNDDB records within a 10-mile radius of the BSA.
Pilot Ridge fawn lily *Erythronium taylorii*	--/FSS	--/1B.2	Mariposa and Tuolumne counties.	Metamorphic or rocky cliffs in lower montane coniferous forests. 4,400 – 4,600 feet amsl.	April - May	Absent	This species was not observed during protocol-level surveys conducted within the species' identification period. The BSA is below this species' elevational range. There are no CNDDB records within a 10-mile radius of the BSA.
Tuolumne fawn lily *Erythronium tuolumnense*	--/FSS	--/1B.2	Tuolumne County.	Broadleaved upland forests, chaparral, cismontane woodlands, and lower montane coniferous forests. 1,680 - 4,480 feet amsl.	March - June	Absent	This species was not observed during protocol-level surveys conducted within the species' identification period. There are no CNDDB records within a 10-mile radius of the BSA.
Brook pocket moss *Fissidens aphelotaxifolius*	--/FSS	--/2B.2	Madera and Siskiyou counties.	Rocks, stream channels, and waterfalls in lower and upper montane coniferous forests. 6,560 - 7,220 feet amsl.	Year-round (Moss)	Absent	This species was not observed during protocol-level surveys conducted within the species' identification period. The BSA is below this species' elevational range. There are no CNDDB records within a 10-mile radius of the BSA.
Blandow's bog moss *Helodium blandowii*	--/--	--/2B.3	El Dorado, Fresno, Mono, Siskiyou, Tulare, and Tuolumne counties.	Wet meadows, fens, and seeps in subalpine coniferous forests. 6,100 – 8,850 feet amsl.	Year-round (Moss)	Absent	This species was not observed during protocol-level surveys conducted within the species' identification period. The BSA is below this species' elevational range. There are no CNDDB records within a 10-mile radius of the BSA.

Common and Scientific Name	Legal Status[1]		Distribution	Habitat Association	Identification Period	Species Present/ Absent	Rationale
	Federal /USFS	State/ CNPS					
Parry's horkelia *Horkelia parryi*	--/FSS	--/1B.2	Amador, Calaveras, El Dorado, Mariposa, and Tuolumne counties.	Ione formation and other soils in chaparral and cismontane woodland. 260- 3,510 feet amsl.	April - September	Absent	This species was not observed during protocol-level surveys conducted within the species' identification period. There are three CNDDB records within a 10-mile radius of the BSA, the nearest located approximately 4.2 miles west of the BSA.
Short-leaved hulsea *Hulsea brevifolia*	--/FSS	--/1B.2	El Dorado, Fresno, Madera, Mariposa, Tulare, and Tuolumne counties.	Granitic, volcanic, gravelly, or sandy soils in lower and upper montane coniferous forests. 4,920 - 10,500 feet amsl.	May - August	Absent	This species was not observed during protocol-level surveys conducted within the species' identification period. The BSA is below this species' elevational range. There are eight CNDDB records within a 10-mile radius of the BSA, the nearest located approximately 6.8 miles north of the BSA.
Tuolumne iris *Iris hartwegii* ssp. *columbiana*	--/FSS	--/1B.2	Calaveras and Tuolumne counties.	Cismontane woodlands and lower montane coniferous forests. 1,400 - 4,600 feet amsl.	May - June	Absent	This species was not observed during protocol-level surveys conducted within the species' identification period. The BSA is below this species' elevational range. There are no CNDDB records within a 10-mile radius of the BSA.
Congdon's lewisia *Lewisia congdonii*	--/FSS	SR/ 1B.3	Fresno and Mariposa counties. Known only from the Merced and Kings River watersheds.	Granitic, metamorphic, or rocky areas with mesic soils in chaparral, cismontane woodlands, lower montane coniferous forests, and upper montane coniferous forests. 0 - 9,185 feet amsl.	April - June	Absent	This species was not observed during protocol-level surveys conducted within the species' identification period. There are six CNDDB records within a 10-mile radius of the BSA, the nearest located approximately 0.6 miles southeast of the BSA.

Common and Scientific Name	Legal Status[1]		Distribution	Habitat Association	Identification Period	Species Present/ Absent	Rationale
	Federal /USFS	State/ CNPS					
Yosemite lewisia *Lewisia disepala*	--/--	--/1B.2	Fresno, Kern, Madera, Mariposa, Tulare, and Tuolumne counties.	Granitic, sandy soils in lower montane coniferous forests, pinyon and juniper woodlands, and upper montane coniferous forests. 3,400 – 11,480 feet amsl.	March - June	Absent	This species was not observed during protocol-level surveys conducted within the species' identification period. The BSA is below this species' elevational range. There is one CNDDB record within a 10-mile radius of the BSA, the nearest located approximately 6.8 miles northeast of the BSA.
Hutchison's lewisia *Lewisia kelloggii* ssp. *hutchisonii*	--/FSS	--/3.2	Alpine, Amador, Butte, El Dorado, Humboldt, Madera, Placer, Plumas, Shasta, Sierra, Siskiyou, and Tuolumne counties.	Openings, ridgetops, often in slate and sometimes in rhyolite tuff soils in upper montane coniferous forests. 2,510 - 7,760 feet amsl.	April - August	Absent	This species was not observed during protocol-level surveys conducted within the species' identification period. The BSA is below this species' elevational range. There are no CNDDB records within a 10-mile radius of the BSA.
Kellogg's lewisia *Lewisia kelloggii* ssp. *kelloggii*	--/FSS	--/3.2	Alpine, Amador, Butte, El Dorado, Humboldt, Madera, Placer, Plumas, Shasta, Sierra, Siskiyou, and Tuolumne counties.	Openings, ridgetops, often in slate and sometimes in rhyolite tuff soils in upper montane coniferous forests. 4,800 - 7,760 feet amsl.	April - June	Absent	This species was not observed during protocol-level surveys conducted within the species' identification period. The BSA is below this species' elevational range. There are no CNDDB records within a 10-mile radius of the BSA.
Stebbins' lomatium *Lomatium stebbinsii*	--/FSS	--/1B.1	Calaveras and Tuolumne counties.	Gravelly, volcanic clay soils in lower montane coniferous forests and chaparral. 4,080 - 7,800 feet amsl.	March - May	Absent	This species was not observed during protocol-level surveys conducted within the species' identification period. The BSA is below this species' elevational range. There are no CNDDB records within a 10-mile radius of the BSA.
Shaggyhair lupine *Lupinus spectabilis*	--/--	--/1B.2	Mariposa and Tuolumne counties.	Serpentinite soils in chaparral and cismontane woodlands. 850 – 2,700 feet amsl.	April - May	Absent	This species was not observed during protocol-level surveys conducted within the species' identification period. There are no CNDDB records within a 10-mile radius of the BSA.

Common and Scientific Name	Legal Status[1]		Distribution	Habitat Association	Identification Period	Species Present/ Absent	Rationale
	Federal /USFS	State/ CNPS					
Broad-nerved hump moss *Meesia uliginosa*	--/--	--/2B.2	El Dorado, Fresno, Lassen, Madera, Modoc, Nevada, Plumas, Riverside, Shasta, Sierra, Siskiyou, Tehama, and Tulare counties.	Mesic soil in bogs and fens, meadows and seeps, subalpine coniferous forests, and upper montane coniferous forests. 3,970 - 9,200 feet amsl.	July - October (Moss)	Absent	The BSA does not contain mesic soils. Although protocol-level surveys were conducted outside the species' identification period, this species was not observed within the BSA. The BSA is below this species' elevational range. There are no CNDDB records within a 10-mile radius of the BSA.
Elongate copper moss *Mielichhoferia elongata*	--/FSS	--/4.3	Fresno, Humboldt, Inyo, Lake, Monterey, Mariposa, Marin, Nevada, Placer, Plumas, Santa Clara, Santa Cruz, Siskiyou, San Mateo, Trinity, Tulare, and Tuolumne counties.	Metamorphic rock, usually acidic, usually vernally mesic, often roadsides, sometimes carbonate; within broadleafed upland forests, chaparral, cismontane woodlands, coastal scrub, lower montane coniferous forests, meadows and seeps, and subalpine coniferous forests. 0 - 6,430 feet amsl.	Year-round (Moss)	Absent	This species was not observed during protocol-level surveys conducted within the species' identification period. There are four CNDDB records within a 10-mile radius of the BSA, the nearest located approximately 0.7 miles southeast of the BSA.
Shevock's copper moss *Mielichhoferia shevockii*	--/FSS	--/1B.2	Fresno, Mariposa, Riverside, and Tulare counties.	Metamorphic, rock, and mesic soils in cismontane woodlands. 2,460 - 4,600 feet amsl.	Year-round (Moss)	Absent	This species was not observed during protocol-level surveys conducted within the species' identification period. The BSA is below this species' elevational range. There is one CNDDB record within a 10-mile radius of the BSA, the nearest located approximately 6.6 miles southwest of the BSA.
Slender-stemmed monkeyflower *Mimulus filicaulis*	--/FSS	--/1B.2	Mariposa and Tuolumne counties.	Vernally mesic soils in cismontane woodlands, meadows and seeps, upper and lower montane coniferous forests. 2,950 - 5,750 feet amsl.	April - August	Absent	This species was not observed during protocol-level surveys conducted within the species' identification period. The BSA is below this species' elevational range. There are no CNDDB records within a 10-mile radius of the BSA.

Common and Scientific Name	Legal Status[1]		Distribution	Habitat Association	Identification Period	Species Present/ Absent	Rationale
	Federal /USFS	State/ CNPS					
Yellow-lip pansy monkeyflower *Mimulus (Diplacus) pulchellus*	--/FSS	--/1B.2	Calaveras, Mariposa, and Tuolumne counties.	Vernally mesic, clay soils, often in disturbed area; within lower montane coniferous forests and meadows and seeps. 1,970 - 6,560 feet amsl.	April - July	Absent	This species was not observed during protocol-level surveys conducted within the species' identification period. There are no CNDDB records within a 10-mile radius of the BSA.
Holzinger's orthotrichum moss *Orthotrichum holzingeri*	--/--	--/1B.3	Amador, Calaveras, Modoc, Siskiyou, Tulare, and Tuolumne counties.	Usually on rocks in or along stream, rarely on tree limbs, in cismontane woodlands, lower montane coniferous forests, pinyon and juniper woodlands, and upper montane coniferous forests. 2,340 – 5,900 feet amsl.	Year-round (Moss)	Absent	This species was not observed during protocol-level surveys conducted within the species' identification period. There are no CNDDB records within a 10-mile radius of the BSA.
Veined water lichen *Peltigera gowardii*	--/FSS	--/4.2	El Dorado, Fresno, Madera, Mono, Plumas, Sierra, Tulare, Tuolumne, and Yuba counties.	On rocks in cold water creeks with little or no sediment or disturbance in riparian forests. 3,500 - 8,600 feet amsl.	Year-round (Lichen)	Absent	This species was not observed during protocol-level surveys conducted within the species' identification period. There are no CNDDB records within a 10-mile radius of the BSA.
Whitebark pine *Pinus albicaulis*	--/FSS	--/--	High elevation sites at all counties within the Sierra Nevada and Cascade mountain ranges.	Subalpine red fir and lodgepole pine forests. Above 6,500 feet amsl.	Year-round (Tree)	Absent	This species was not observed during protocol-level surveys conducted within the species' identification period. There are no CNDDB records within a 10-mile radius of the BSA.
Yosemite popcornflower *Plagiobothrys torreyi* var. *torreyi*	--/--	--/1B.2	Fresno, Mariposa, and Tuolumne counties. Currently known only from Yosemite Valley (CNPS 2018b).	Lower montane coniferous forests, meadows, and seeps. 3,930 – 4,490 feet amsl.	April - June	Absent	This species was not observed during protocol-level surveys conducted within the species' identification period. There are three CNDDB records within a 10-mile radius of the BSA, the nearest located approximately 4.2 miles northeast of the BSA.

Common and Scientific Name	Legal Status[1]		Distribution	Habitat Association	Identification Period	Species Present/ Absent	Rationale
	Federal /USFS	State/ CNPS					
Yosemite bog orchid *Platanthera yosemitensis*	--/--	--/1B.2	Fresno and Mariposa counties.	Mesic, montane, or granitic soils in meadows and seeps. 6,890 – 7,490 feet amsl.	July - August	Absent	The BSA does not contain meadows or seeps. Although protocol-level surveys were conducted outside the species' identification period, this species was not observed within the BSA. There are five CNDDB records within a 10-mile radius of the BSA, the locations of these records are suppressed by the CNDDB.
Nuttall's ribbon-leaved pondweed *Potamogeton epihydrus*	--/--	--/2B.3	El Dorado, Madera, Mendocino, Modoc, Mariposa, Placer, Plumas, Shasta, and Tuolumne counties.	Marshes and swamps with assorted shallow freshwater. 1,210 – 7,120 feet amsl.	June - September	Absent	The BSA does not contain marshes or swamps. Although protocol-level surveys were conducted outside the species' identification period, this species was not observed within the BSA. There is one CNDDB record within a 10-mile radius of the BSA, the nearest located approximately 7.2 miles northeast of the BSA.
Robbins' pondweed *Potamogeton robbinsii*	--/--	--/2B.3	Alpine, El Dorado, Fresno, Inyo, Lassen, Madera, Mariposa, Nevada, Modoc, Plumas, Sierra, Siskiyou, and Tuolumne counties.	Deep freshwater marshes and swamps. 5,020 - 10,828 feet amsl.	July - August	Absent	The BSA does not contain marshes or swamps. Although protocol-level surveys were conducted outside the species' identification period, this species was not observed within the BSA. The BSA is below this species' elevational range. There is one CNDDB record within a 10-mile radius of the BSA, the nearest located approximately 9.9 miles east of the BSA.

Common and Scientific Name	Legal Status[1]		Distribution	Habitat Association	Identification Period	Species Present/ Absent	Rationale
	Federal /USFS	State/ CNPS					
White beaked-rush *Rhynchospora alba*	--/--	--/2B.2	Inyo, Mendocino, Mariposa, Nevada, Plumas, Sonoma, and Trinity counties.	Bogs and fens, meadows and seeps, and marshes and freshwater swamps. 190 – 6,690 feet amsl.	June - August	Absent	The BSA does not contain bogs, fens, meadows, seeps, marshes, or swamps. Although protocol-level surveys were conducted outside the species' identification period, this species was not observed within the BSA. There is one CNDDB record within a 10-mile radius of the BSA, the nearest located approximately 8.2 miles northeast of the BSA.
California beaked-rush *Rhynchospora californica*	--/--	--/1B.2	Butte, Marin, Napa, and Sonoma counties.	Bogs and fens, lower montane coniferous forests, meadows and seeps, and marshes and freshwater swamps. 140 – 3,310 feet amsl.	May - July	Absent	This species was not observed during protocol-level surveys conducted within the species' identification period. There are no CNDDB records within a 10-mile radius of the BSA.
Slender-leaved pondweed *Stuckenia filiformis* ssp. *alpina*	--/--	--/2B.2	Alameda, Butte, Contra Costa, El Dorado, Lassen, Merced, Mono, Modoc, Mariposa, Nevada, Placer, Santa Clara, Shasta, Sierra, San Mateo, Solano, and Sonoma counties.	Marshes and swamps with assorted shallow freshwater. 980 – 7,050 feet amsl.	May - July	Absent	This species was not observed during protocol-level surveys conducted within the species' identification period. There is one CNDDB record within a 10-mile radius of the BSA, the nearest located approximately 9.8 miles east of the BSA.
Bolander's clover *Trifolium bolanderi*	--/--	--/1B.2	Fresno, Madera, and Mariposa counties.	Mesic soils in lower montane coniferous forests, meadows and seeps, and upper montane coniferous forests. 6,690 – 8,530 feet amsl.	June - August	Absent	The BSA does not contain mesic soils. Although protocol-level surveys were conducted outside the species' identification period, this species was not observed within the BSA. The BSA is below this species' elevational range. There is one CNDDB record within a 10-mile radius of the BSA, the nearest located approximately 8.9 miles east of the BSA.

Common and Scientific Name	Legal Status[1]		Distribution	Habitat Association	Identification Period	Species Present/ Absent	Rationale
	Federal /USFS	State/ CNPS					
Oval-leaved viburnum *Viburnum ellipticum*	--/--	--/2B.3	Alameda, Contra Costa, El Dorado, Fresno, Glenn, Humboldt, Lake, Mendocino, Mariposa, Napa, Placer, Shasta, Solano, Sonoma, and Tehama counties.	Chaparral, cismontane woodlands, and lower montane coniferous forests. 670 – 4,590 feet amsl.	May - June	Absent	This species was not observed during protocol-level surveys conducted within the species' identification period. There are no CNDDB records within a 10-mile radius of the BSA.

[1]Status explanations:

-- = no listing.

Federal
FSS = USFS Region 5 Sensitive Plant Species List for the Stanislaus National Forest (2013).

State
SR = listed as rare under the CESA

California Native Plant Society Rare Plant Rank (formerly known as CNPS lists)
1B = Rank 1B species: rare, threatened, or endangered in California and elsewhere.
2B = Rank 2B species: rare, threatened, or endangered in California but more common elsewhere.
3. = Rank 3 species: Review List: Plants about which more information is needed.
4. = Rank 4 species: Watch List: Plants of limited distribution.
0.1 = Seriously threatened in California (over 80% of occurrences threatened/high degree and immediacy of threat).
0.2 = Moderately threatened in California (20%-80% occurrences threatened/moderate degree and immediacy of threat).
0.3 = Not very threatened in California (less than 20% of occurrences threatened/low degree and immediacy of threat or no current threats known).

Source: CNPS 2020; CNDDB 2020; USFWS 2020, USFS 2013b, and Calflora 2018.

Table 3-5. Special-status Wildlife with the Potential to Occur in the Vicinity of the Project

Common Name Scientific Name	Legal Status[1]		Distribution	Habitat Requirements	Habitat Present/ Absent[2]	Rationale[3]
	Federal/ USFS	State				
Amphibians						
Yosemite toad *Anaxyrus canorus*	FT/FSS	SSC	Occurs in the central and southern Sierra Nevada from El Dorado County to Fresno County from 6,400-11,320 feet amsl.	Wet meadows and seasonal snowmelt ponds, shallow lake margins in montane wet meadows, lodgepole pine, and subalpine conifer habitats. Adults may use mammal burrows or other features with moist microclimates for cover. Seasonal movements are approximately 0.78 mile from aquatic habitat (81 FR 59045-59119).	Absent	No suitable habitat for this species is present within the BSA. This species was not observed during surveys. The BSA is below the elevational range of this species. There are six CNDDB records within a 10-mile radius of the BSA, the nearest located approximately 6.4 miles east of the BSA. *No effect*
Limestone salamander *Hydromantes brunus*	--/FSS	ST, FP	Limited to areas along the Merced River and its tributaries in Mariposa County from 836-2,624 feet amsl.	Occurs in mixed chaparral habitats, sometimes in limestone rock outcrops on north and east facing slopes. Active on the surface from November–March. May seek refuge under logs, rocks and other surface objects. May also use limestone caverns, talus, or large rock fissures outside of the surface activity pattern.	Habitat Present	Suitable habitat is present for this species within the BSA in Moss Canyon along the creek where exposed moss-covered rocky outcrops are present. This species was not observed during surveys. There are 16 CNDDB records within a 10-mile radius of the BSA, the locations of these records are suppressed by the CNDDB.
Foothill yellow-legged frog *Rana boylii*	--/FSS	SCT, SSC	Throughout North and South Coast Ranges south to the Transverse Range, across northern California to the west slope of the Cascade Range, and south through the foothills of the Sierra Nevada to Tehachapi Creek, Kern County, up to 6,370 feet amsl.	Forest streams and rivers with sunny, sandy, and rocky banks, deep pools, and shallow riffles. Spends most of its time along streams, but may move up to 165 feet from the edge of aquatic habitat.	Habitat Present	Suitable habitat is present for this species within the BSA in Moss Creek and the Merced River in rocky pools (Otto 2019). This species was not observed during surveys. There are 15 CNDDB records within a 10-mile radius of the BSA, the nearest is a historical 1953 occurrence located approximately 0.4 miles west of the BSA.

Common Name Scientific Name	Legal Status[1]		Distribution	Habitat Requirements	Habitat Present/ Absent[2]	Rationale[3]
	Federal/ USFS	State				
California red-legged frog *Rana draytonii*	FT/--	SSC	Along the coast and coastal mountain ranges of California from Marin County to San Diego County and in the Sierra Nevada from Tehama County to Fresno County. Usually occurs below 4,000 feet amsl.	Permanent and semi-permanent aquatic habitats, such as creeks and cold water ponds, with emergent and submergent vegetation; may aestivate in rodent burrows or cracks during dry periods. This species has been known to move overland without regard for topography or vegetation corridors up to a distance of 2 miles (USFWS 2002).	Absent	The BSA is outside the current range of the species (Barry and Fellers 2013) and has not been observed in Moss Creek during day and night surveys conducted by the USFS in 2005 (Otto 2019). Current distribution in Mariposa County is in the western portion of the county near Coulterville and Lake McClure (Barry and Fellers 2013). This species was not observed during surveys. There are no CNDDB records within a 10-mile radius of the BSA. *No effect*
Sierra Nevada yellow-legged frog *Rana sierrae*	FE/FSS	ST	Occurs in the Sierra Nevada from Plumas County to Fresno County from 4,500-12,000 feet amsl.	Streams, lakes, ponds in montane riparian, lodgepole pine, subalpine conifer and wet meadow habitats. Tadpoles may require two over-wintering periods to complete aquatic development which requires overwintering bodies of water that will not freeze during the winter (not less than 5.6 feet). Adults typically do not move more than 82 feet from aquatic habitat, but may move up to 984 feet between lakes in high alpine landscapes (81 FR 59045-59119).	Absent	No suitable habitat for this species is present within the BSA. The BSA is below this species' elevational range (Otto 2019). This species could occur near the BSA at higher elevations where slow and deep water habitat is present. This species was not observed during surveys. There are 12 CNDDB records within a 10-mile radius of the BSA, the nearest is a historical 1931 occurrence located approximately 0.9 miles east of the BSA. *No effect*
Reptiles						
Western pond turtle *Actinemys marmorata*	--/FSS	SSC	Populations extend throughout the coast and central valley of California.	Thoroughly aquatic turtle of ponds, marshes, rivers, streams and irrigation ditches with aquatic vegetation, below 6,000 feet in elevation. Require soil up to 4 inches deep for egg-laying. Females will travel overland up to approximately 325 feet to lay eggs.	Habitat Present	Suitable habitat is present for this species within the BSA. This species was not observed during surveys. There are four CNDDB records within a 10-mile radius of the BSA, the nearest located approximately 4.4 miles south of the BSA.

Common Name Scientific Name	Legal Status[1]		Distribution	Habitat Requirements	Habitat Present/ Absent[2]	Rationale[3]
	Federal/ USFS	State				
Birds						
Northern goshawk *Accipiter gentilis*	--/FSS	SSC	Permanent resident on the Klamath and Cascade Ranges, on the north Coast Ranges from Del Norte County to Mendocino County, and in the Sierra Nevada south to Kern County; winters in Modoc, Lassen, Mono, and northern Inyo counties; rare in southern California.	Nests and roosts in older stands of red fir, Jeffrey pine, and lodgepole pine forests; hunts in forests and in forest clearings and meadows.	Absent	No suitable habitat for this species is present within the BSA. This species was not observed during surveys. There are two CNDDB records within a 10-mile radius of the BSA, the nearest located approximately 8.3 miles northeast of the BSA.
Willow flycatcher *Empidonax traillii*	--/FSS	SE	Rare to locally uncommon summer resident in wet meadows and montane riparian habitats from 2,000–8,000 feet amsl and a common spring (mid-May to early June) and fall (mid-August to early September) migrant at lower elevations, primarily in riparian habitats, exclusive of the North coast.	Breeding habitat is typically moist meadows with perennial streams; lowland riparian woodlands dominated by willows, primarily in tree form, and cottonwoods; or smaller spring-fed or boggy areas with willow or alders.	Habitat Present	Suitable habitat is present for this species within the BSA in willow thickets along the Merced River. Large scattered riparian trees in the BSA do not form complete canopy cover. This species was not observed during surveys. There are two CNDDB records within a 10-mile radius of the BSA, the nearest located approximately 8.7 miles north of the BSA.
American peregrine falcon *Falco peregrinus anatum*	FD/--	SD, FP	Permanent resident on the north and south Coast Ranges; may summer on the Cascade and Klamath Ranges south through the Sierra Nevada to Madera County; winters in the Central Valley south through the Transverse and Peninsular Ranges and the plains east of the Cascade Range.	Nests and roosts on protected ledges of high cliffs, usually adjacent to lakes, rivers, or marshes that support large populations of other bird species.	Habitat Present	No suitable nesting habitat for this species is present within the BSA. However, this species could use steep cliff faces adjacent to the BSA for nesting, within the range of potential noise disturbance. The BSA may provide suitable foraging habitat for this species. This species was not observed during surveys. There is one CNDDB record within a 10-mile radius of the BSA, the location of this record is suppressed by the CNDDB.

Common Name Scientific Name	Legal Status[1]		Distribution	Habitat Requirements	Habitat Present/ Absent[2]	Rationale[3]
	Federal/ USFS	State				
Golden eagle *Aquila chrysaetos*	--/--	FP	Foothills and mountains through-out California; uncommon nonbreeding visitor to lowlands such as the Central Valley. Concentrated in the Central Valley and coastal valleys.	Cliffs and escarpments or tall trees for nesting; annual grasslands, chaparral, and oak wood-lands with plentiful medium and large-sized mammals for prey. Uses rolling foothills and mountain terrain, including steep terrain in stream cut canyons and slopes.	Habitat Present	No suitable nesting habitat for this species is present within the BSA. However, this species could use steep cliff faces adjacent to the BSA for nesting, within the range of potential noise disturbance. The BSA may provide suitable foraging habitat for this species. This species was not observed during surveys. There are no CNDDB records within a 10-mile radius of the BSA.
Bald eagle *Haliaeetus leucocephalus*	FD/FSS	SE, FP	Nests in Siskiyou, Modoc, Trinity, Shasta, Lassen, Plumas, Butte, Tehama, Lake, and Mendocino counties and the Lake Tahoe Basin. Winter range includes the rest of California, except the southeastern deserts, very high altitudes in the Sierra Nevada, and east of the Sierra Nevada south of Mono County.	In western North America, nests and roosts in coniferous forests within 1 mile of a lake, reservoir, stream, or the ocean. Prefers ponderosa pine with open branch work in stands with less than 40% canopy.	Habitat Present	Suitable habitat for this species is present within the BSA on tall pine trees. Other pine trees with commanding views of the landscape are located outside of the BSA, but within 1 mile of the BSA. This species was not observed during surveys. There are no CNDDB records within a 10-mile radius of the BSA.
Great gray owl *Strix nebulosa*	--/FSS	SE	Permanent resident in the Sierra Nevada in portions of Tuolumne, Mariposa, Madera, and Fresno counties from 4,500-7,500 feet amsl.	Associated with old-growth coniferous forests usually associated with meadows: red fir, Jeffrey pine, and lodge pole pine dominates. Nesting typically occurs in broken top snags of dead trees including oak trees, usually 24 inch diameter at breast height for nesting. Does not build nests, but may use old hawk or eagle nests. Forages in meadows.	Absent	No suitable habitat for this species is present within the BSA. This species was not observed during surveys. There are six CNDDB records within a 10-mile radius of the BSA, the nearest located approximately 4.6 miles northwest of the BSA.
California spotted owl *Strix occidentalis occidentalis*	--/FSS	SSC	Sierra Nevada from Lassen County south to northern Kern County; occurs in localized areas of the Transverse and Peninsular Ranges of southern California.	Mature forest with permanent water and suitable nesting trees and snags; in southern California, nearly always associated with oak and oak-conifer habitats.	Absent	No suitable habitat for this species is present within the BSA. This species was not observed during surveys. There are no CNDDB records within a 10-mile radius of the BSA.

Common Name Scientific Name	Legal Status[1]		Distribution	Habitat Requirements	Habitat Present/ Absent[2]	Rationale[3]
	Federal/ USFS	State				
Mammals						
Pallid bat *Antrozous pallidus*	--/FSS	SSC	Occurs throughout California except for the high Sierra Nevada.	Deserts, grasslands, shrubland, woodlands and forests. Most common in open, dry habitats with rocky areas for roosting, may also roost in bridges.	Habitat Present	No suitable roosting habitat for this species is present within the BSA, but this species is likely to occur foraging over the BSA at night. Rocky areas for roosting are located near, but outside, the BSA. The bridge does not contain crevices or areas for roosting bats. This species was not observed during surveys. There are five CNDDB records within a 10-mile radius of the BSA, the nearest located approximately 5.5 miles north of the BSA.
Sierra Nevada mountain beaver *Aplodontia rufa californica*	--/--	SSC	Occurs in the Sierra Nevada mountain range in scattered populations. Locally uncommon.	Typically occurs in dense montane riparian habitat and rarely ventures greater than 80 feet from nests. Requires friable soil for burrowing and a cool and moist microclimate near water. Prefers areas with a dense understory of vegetation for cover on north and east facing slopes.	Absent	No suitable habitat for this species is present within the BSA. Suitable habitat is present outside the BSA, but this species is unlikely to wander into the BSA due to its small home range. This species was not observed during surveys. There are four CNDDB records within a 10-mile radius of the BSA, the nearest located approximately 6.1 miles north of the BSA.
Ringtail *Bassariscus astutas*	--/--	FP	Sierra Nevada, Coast Ranges, and the Central Valley; upper and middle portions of the Sacramento River, Feather River, and Bobelaine Sanctuary.	Riparian forests, chaparral, scrub, oak woodlands, and rocky hillsides with crevices and tree hollows 3 inches in diameter or greater. Avoids open space and moves from tree to tree or along structures. Omnivorous and will feed on berries such as toyon or mistletoe leaves and berries and will vary depending on the seasons and food availability.	Habitat Present	Suitable habitat for this species is present within the BSA in montane hardwood and riparian vegetation communities. Cavities in oak trees and rocky areas provide refuge sites for this species. This species was not observed during surveys. There are no CNDDB records within a 10-mile radius of the BSA.

Common Name Scientific Name	Legal Status[1]		Distribution	Habitat Requirements	Habitat Present/ Absent[2]	Rationale[3]
	Federal/ USFS	State				
Townsend's big-eared bat *Corynorhinus townsendii*	--/FSS	SSC	Klamath Mountains, Cascades, Sierra Nevada, Central Valley, Transverse and Peninsular Ranges, Great Basin, and the Mojave and Sonora Deserts.	May roost in caves, mines, tunnels, or other man-made structures. Mesic habitats; gleans insects from brush or trees and feeds along habitat edges. This species is extremely sensitive to disturbance, and a single visit may result in abandonment of the roost.	Absent	No suitable habitat for this species is present within the BSA. The BSA experiences regular disturbance from people walking along the road and vehicle traffic over the bridge. This species was not observed during surveys. There are five CNDDB records within a 10-mile radius of the BSA, the nearest located approximately 0.6 miles east of the BSA.
Spotted bat *Euderma maculatum*	--/--	SSC	Occurs throughout eastern and southern California, the central Sierra Nevada, and the Sierra Nevada foothills bordering the San Joaquin Valley.	Roosts in rock cracks and crevices, usually found in cliffs, but also uses caves, and buildings. Females may favor ponderosa pine forests during reproduction. Usually a solitary rooster. One of the rarest mammals in North America.	Habitat Present	No suitable roosting habitat for this species is present within the BSA, but this species is likely to occur foraging over the BSA at night. This species was not observed during surveys. There are seven CNDDB records within a 10-mile radius of the BSA, the nearest located approximately 5.3 miles north of the BSA.
Western mastiff bat *Eumops perotis californicus*	--/--	SSC	Occurs along the eastern San Joaquin Valley from El Dorado County, through Kern County; also found along the south Coast, Peninsular, and Transverse Ranges, from San Francisco to the Mexico border	Roosts and breeds in deep, narrow rock crevices; may also use crevices in trees, buildings, and tunnels; forages in a variety of semiarid to arid habitats	Habitat Present	No suitable roosting habitat for this species is present within the BSA, but this species is likely to occur foraging over the BSA at night. This species was not observed during surveys. There are seven CNDDB records within a 10-mile radius of the BSA, the nearest located approximately 0.6 miles east of the BSA.
North American wolverine *Gulo gulo luscus*	FPT/FSS	ST, FP	A scarce resident of the North Coast mountain ranges and the Sierra Nevada. Sightings are known from Del Norte, Trinity counties and east to Siskiyou and Shasta counties and south to Tulare counties.	Habitat is poorly known for wolverine. In the Sierra Nevada, wolverine is associated with mixed conifer, red fir, and lodgepole habitats from 4,300 – 7,300 feet amsl in the northern Sierra Nevada and 6,400 – 10,800 feet amsl in the southern Sierra Nevada. May use subalpine conifer, alpine dwarf-shrub, wet meadow, and montane riparian habitats. Dens in caves, cliffs, hollow logs, cavities in the ground, under rocks. May dig dens in the snow and use old beaver lodges.	Absent	No suitable habitat for this species is present within the BSA. This species was not observed during surveys. There is one CNDDB record within a 10-mile radius of the BSA, the nearest located approximately 8.3 miles northeast of the BSA.

Common Name Scientific Name	Legal Status[1]		Distribution	Habitat Requirements	Habitat Present/ Absent[2]	Rationale[3]
	Federal/ USFS	State				
American badger *Taxidea taxus*	--/--	SSC	Occurs throughout California where habitat is present, except in northwestern California.	Permanent resident of most open stage shrub, forest and herbaceous habitats with friable soils for digging burrows. Badgers feed primarily on fossorial species, such as burrowing mammals like pocket gophers and ground squirrels.	Habitat Present	Suitable habitat for this species is present within the BSA. Friable soil is present and California ground squirrels (*Otospermophilus beecheyi*) and their burrows are present. American badger burrows were not observed in the BSA. There are no CNDDB records within a 10-mile radius of the BSA.
Sierra Nevada red fox *Vulpes vulpes necator*	FC/FSS	ST	Historic range throughout high elevations of the Sierra Nevada from Tulare County northward to Sierra County, and from Mount Shasta and Lassen Peak westward to the Trinity Mountains. Current distribution believed to be restricted to small populations in the vicinity of Lassen Peak and Sonora Pass. Elevational range is generally between 4,000-12,000 feet amsl.	High elevation barren, conifer, and shrub habitats; montane meadows; subalpine woodlands and fell-fields. May hunt in forest openings, meadows, and barren rocky areas. Dens are likely to be in talus slopes and rock slides; may use earthen dens, or boulder piles.	Absent	No suitable habitat for this species is present within the BSA. The BSA is located outside of this species known range. This species was not observed during surveys. There are four CNDDB records within a 10-mile radius of the BSA, the nearest located approximately 3.6 miles northeast of the BSA.
Fish						
Hardhead *Mylopharodon conocephalus*	--/FSS	SSC	Occurs in low to mid elevation streams in the Sacramento-San Joaquin and Russian River drainages.	Found in streams and reservoirs with high water quality that run clear and cool. Prefer streams with deep (greater than 2.6 feet) pools and runs. Absent from streams occupied by alien species and heavily altered waterways. Maybe absent from streams with barriers, even if a fish ladder is present.	Absent	No suitable habitat for this species is present within the BSA. The BSA is outside of this species known range. This species was not observed during surveys. There are no CNDDB records within a 10-mile radius of the BSA.
Delta smelt *Hypomesus transpacificus*	FT/--	SE	Sacramento River–San Joaquin River Delta.	Euryhaline (fresh and brackish water) estuary channels; spawning habitats consist of side channels and sloughs in the middle reaches of the Delta.	Absent	No suitable habitat for this species is present within the BSA. The BSA is outside of this species known range. This species was not observed during surveys. There are no CNDDB records within a 10-mile radius of the BSA. *No effect*

Common Name Scientific Name	Legal Status[1]		Distribution	Habitat Requirements	Habitat Present/ Absent[2]	Rationale[3]
	Federal/ USFS	State				
Western red bat *Lasiurus blossevillii*	--/--	SSC	Breeding range extends from Shasta County to the Mexican border, west of the Sierra Nevada/Cascade crest and deserts. Winter range includes western lowlands and coastal regions south of San Francisco Bay.	Roosts in foliage at tops of trees in forests and woodlands, from sea level up through mixed conifer forests. Roosts primarily in trees, but occasionally in shrubs often in habitats adjacent to streams or meadows.	Habitat Present	Suitable habitat for this species is present within the BSA in montane hardwood and riparian vegetation communities. This species was not observed during surveys. There is one CNDDB record within a 10-mile radius of the BSA, the nearest located approximately 9.5 miles north of the BSA.
Pacific marten *Martes caurina*	--/FSS	--	Permanent resident of the North Coast regions, Sierra Nevada, Klamath, and Cascade mountains. Occurs in evergreen mixed coniferous forests.	Occurs in evergreen mixed coniferous forests with crown closure of 40% or greater. Uses cavities, tree snags, log, burrows, crevices in rocky areas for denning. Rarely uses manmade structures for denning. Forages in clearings, meadows, and riparian areas. Travel along ridgetops and rarely move across large areas outside of the tree canopy. May forage up to 15 miles in one night.	Absent	No suitable habitat for this species is present within the BSA. This species was not observed during surveys. There are no CNDDB records within a 10-mile radius of the BSA.
Fringed myotis *Myotis thysanodes*	--/FSS	--	Widespread resident of California from mean sea level to 9,350 feet amsl.	Roosts in caves, mines, buildings, and crevices. May use separate day and night roosts. Optimal habitat includes pinyon-juniper, valley hardwood, and hardwood-conifer forests between 4,000 – 7,000 feet amsl. Very sensitive to human disturbance.	Absent	No suitable habitat for this species is present within the BSA. This species was not observed during surveys. There are two CNDDB records within a 10-mile radius of the BSA, the nearest located approximately 6.7 miles northeast of the BSA.
Fisher (West Coast DPS) *Pekania pennanti*	FPT/FSS	SCT, SSC	Occurs in the Sierra Nevada, Cascade Mountains and the Klamath Mountains. It is uncommon where it occurs.	Occurs in large tree stages of coniferous forests and deciduous riparian forests with dense canopy closure. Use cavities in large trees, snags, brush piles and rocky areas.	Absent	No suitable habitat for this species is present within the BSA. This species was not observed during surveys. There are nine CNDDB records within a 10-mile radius of the BSA, the nearest located approximately 3.6 miles northeast of the BSA. ***No effect.***

[1] Status explanations:

-- = no listing.

FD, SD = removed from federal or California Endangered Species Act list.

Federal
FC = federal candidate for listing under the federal Endangered Species Act.
FE = listed as endangered under the federal Endangered Species Act.
FPT = federal proposed threatened under the federal Endangered Species Act.
FSS = USFS Region 5 Sensitive Wildlife Species List for the Stanislaus National Forest (2013).
FT = listed as threatened under the federal Endangered Species Act.

State
FP = listed as fully protected by the state of California.
SC = state candidate for listing under the California Endangered Species Act.
SCE = state candidate for listing as endangered under the California Endangered Species Act.
SCT = state candidate for listing as threatened under the California Endangered Species Act.
SE = listed as endangered under the California Endangered Species Act.
SSC = state species of special concern
ST = listed as threatened under the California Endangered Species Act.

[2] A = absent; HP = habitat present; P = present (observed during biological surveys)

[3]Rationale includes an effects determination under the FESA for all federally listed species.

Sources: CNDDB 2020; USFWS 2020, USFS 2013a
Barry, J. S, and Fellers, M. G. 2013. History and Status of the California Red-Legged Frog (*Rana Draytonii*) in the Sierra Nevada, California, USA. Herpetological Conservation and Biology.
USFWS. 2002. Recovery Plan for the California Red-legged Frog (*Rana aurora draytonii*). U.S. Fish and Wildlife Service, Portland, Oregon.

Tree Survey

Tree Survey Data Sheet

Project: Moss Canyon Bridge | **Surveyor(s):** Patrick Martin and Callen Keller | **Date:** 5/08/2018

Weather: Sunny, 70 degrees, slight breeze | **Location:** El Portal, CA | **Time:** 0800 to 1630

Tree #	Tree Species	DBH (inches)[1]	Riparian Yes/No	Impact Removed/Trimmed	Tree Notes: Trunk (Single or Multi-trunk)	Notes (Include tree health and nests or cavities for wildlife)
1	Canyon live oak (*Quercus chrysolepis*)	13	Y	Removed	Single	Healthy.
2	Interior live oak (*Quercus wislizeni*)	4,3,3,2,1,1,1,1	N	Removed	Multi-trunk	Healthy.
3	Interior live oak (*Quercus wislizeni*)	1,3,2,2,2,2,2,2,2,2,2	N	Removed	Multi-trunk	Healthy.
4	Interior live oak (*Quercus wislizeni*)	13,8,10,5,3,4,4,2,2,1	N	Trimmed	Multi-trunk	Tree has been cut at base in the past. Possible termite and fungus rot.
5	Interior live oak (*Quercus wislizeni*)	3,3,3,3,3,2,2,2	N	Trimmed	Multi-trunk	Healthy.
6	Canyon live oak (*Quercus chrysolepis*)	50	N	Removed	Single	Tree has been cut at base in the past.
7	Canyon live oak (*Quercus chrysolepis*)	6	Y	Removed	Single	Healthy, rooted in creek bank.
8	White alder (*Alnus rhombifolia*)	2,1	Y	Removed	Multi-trunk	Healthy, rooted in creek bank.
9	Arroyo willow (*Salix lasiolepis*)	2,2	Y	Removed	Multi-trunk	Healthy, rooted in creek bank.
10	Oregon ash (*Fraxinus latifolia*)	2,4,3,1,3,2	Y	Removed	Multi-trunk	Healthy, rooted in creek bank.
11	Canyon live oak (*Quercus chrysolepis*)	12	N	Removed	Single	Healthy.
12	Oregon ash (*Fraxinus latifolia*)	9	Y	Removed	Single	Healthy, rooted in creek bank.
13	Oregon ash (*Fraxinus latifolia*)	2,2,2,2	N	Removed	Multi-trunk	Healthy, rooted at edge of creek bank.
14	Oregon ash (*Fraxinus latifolia*)	3,3,3	N	Removed	Multi-trunk	Healthy, rooted at edge of creek bank.
15	Interior live oak (*Quercus wislizeni*)	3,3,34,4,2,2	N	Trimmed	Multi-trunk	Healthy.
16	Interior live oak (*Quercus wislizeni*)	4,5	N	Trimmed	Multi-trunk	Healthy.
17	Gray pine (*Pinus sabiniana*)	6	N	Trimmed	Single	Healthy.

[1]dbh for each stem of multi-stemmed trees are provided



INCLINE ROAD OVER MOSS CANYON BRIDGE REPLACEMENT PROJECT

Biological Study Area (BSA)

Potential Impacts

Permanent Impacts

Temporary Impacts

Trees within the Project Footprint

To be Removed (permanent)

To be Trimmed (temporary)

0 60 120 feet

Data Source:
- ESRI Aerial Basemaps, July 3, 2016
- Area West Environmental, Inc. 2018; Date: 8-22-18

Moss Canyon Bridge on Incline Road Replacement Project (Br. No. 40C0064)
Natural Environment Study

D-2



Moss Canyon Bridge along Incline Road marks the confluence where Moss Creek (located north [left] of the bridge) connects to the Merced River (located south [right] of the bridge) (photo facing east).



Moss Creek north of the Moss Canyon Bridge within montane riparian vegetation community (photo facing northwest).



Small check-dam in Moss Creek north of the Moss Canyon Bridge in the approximate location of the temporary detour route (photo facing northeast)



Montane hardwood vegetation community located above the banks of Moss Creek (photo facing north).



View of Moss Creek channel underneath Moss Canyon Bridge, below the OHWM (photo facing northeast). Note the concrete in the active channel underneath the bridge.



View underneath Moss Canyon Bridge. The bridge may provide nesting opportunities for migratory birds, but gaps in timber decking are too wide to provide refuge for roosting bats. (photo facing west)



The bank of the Merced River. Photo shows riprap banks of the river and montane riparian trees and shrubs growing within the active channel of the river (photo facing southeast).



Looking east along Incline Road towards the Moss Canyon Bridge from the western boundary of the Survey Area showing steep south-facing slope of annual grassland vegetation community (photo facing east).

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Appendix B. Initial Study Comment Letters

This appendix includes the comment letters received during the agency/public review period (from June 15, 2023 to July 17, 2023) for the Initial Study/Mitigated Negative Declaration. Comment letters were received from the following state agencies:

- California Department of Fish and Wildlife (July 13th 2023).
- California Department of Transportation (July 11th 2023).

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State of California – Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
Central Region
1234 East Shaw Avenue
Fresno, California 93710
(559) 243-4005
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director

July 13, 2023

Matiel Holloway, P.E., Senior Civil Engineer
Mariposa County Public Works Department
4639 Ben Hur Road
Mariposa, California 95338
mholloway@mariposacounty.org

Subject: Incline Road over Moss Canyon Bridge (#40C0064) Replacement Project (Project)
Initial Study/Mitigated Negative Declaration
SCH No.: 2023060455

Dear Matiel Holloway:

The California Department of Fish and Wildlife (CDFW) received a Mitigated Negative Declaration (MND) from Mariposa County Public Works Department for the above-referenced Project pursuant to 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 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,

[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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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 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.), related authorization as provided by the Fish and Game Code may be required.

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).

PROJECT DESCRIPTION SUMMARY

Proponent: Mariposa County

Objective: The Project proposes to replace the existing Incline Road Bridge (#40C0064) over Moss Creek, which is required to ensure current safety and design standards for bridges and roadways are maintained. Replacement of the existing bridge structure would occur with a single span, cast-in-place, post-tensioned concrete, slab bridge, approximately 55 feet long. The replacement structure will require falsework (temporary form work used to support the concrete until it develops strength) within locations of the creek channel. With a span length of 55 feet, it may be possible to keep falsework out of the creek by spanning the entire length with falsework stringers that are supported on the new abutment footings.

Location: The Project is located within the boundaries of the Stanislaus National Forest in the central portion of Mariposa County. Incline Road is a paved rural road crossing Moss Creek, roughly 2 miles from the center of the Town of El Portal, California.

Timeframe: N/A

COMMENTS AND RECOMMENDATIONS

CDFW offers the following comments and recommendations to assist the Mariposa County Public Works Department in adequately identifying and/or mitigating the Project's significant, or potentially significant, direct, and indirect impacts on fish and wildlife (biological) resources. Editorial comments or other suggestions may also be included to improve the CEQA document prepared for this Project.

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There may be special-status resources present in and adjacent to the Project site. These resources may need to be evaluated and addressed prior to any approvals that would allow ground-disturbing activities. CDFW is concerned with potential impacts to special-status species including, but not limited to, the State endangered and federally proposed listed endangered foothill yellow-legged frog (*Rana boylii*), the State threatened and federally endangered Sierra Nevada yellow-legged frog (*Rana sierrae*), the State threatened and federally endangered Sierra Nevada red fox (*Vulpes vulpes necator*), the State rare and California Rare Plant Ranked (CRPR) 1B.2 Congdon's woolly sunflower (*Eriophyllum congdonii*), the State rare and CRPR 1B.3 Yosemite onion (*Allium yosemitense*), the State rare and CRPR 1B.3 Congdon's lewisia (*Lewisia congdonii*), and the State rare Tompkin's sedge (*Carex tompkinsii*).

Foothill Yellow-legged Frog

Foothill yellow-legged frog (FYLF) have been documented less than 0.5 mile from the Project site (CDFW 2023). FYLF are primarily stream-dwelling and require shallow, flowing water in streams and rivers with at least some cobble-sized substrate (Thomson et al. 2016). FYLF populations throughout the State have experienced ongoing and drastic declines and many have been extirpated; historically, FYLF occurred in mountain streams from the San Gabriel River in Los Angeles County to southern Oregon west of the Sierra-Cascade crest (Thomson et al. 2016). Habitat loss from growth of cities and suburbs, invasion of nonnative plants, impoundments, water diversions, stream maintenance for flood control, degraded water quality, and introduced predators, such as bullfrogs, are the primary threats to FYLF (Thomson et al. 2016).

If appropriate avoidance and minimization measures are not addressed in the MND, there may be potentially significant impacts to FYLF that include burrow collapse, inadvertent entrapment, reduced reproductive success, reduction in health and vigor of eggs, larvae and/or young, and direct mortality of individuals. CDFW advises that surveys for FYLF be conducted following the survey methods described in pages 16–22 of "A Standardized Protocol for Surveying Aquatic Amphibians" (Fellers and Freel 1995). However, please note that dip-netting would constitute take as defined by Fish and Game Code § 86, and so it is recommended this survey technique be avoided. If any life stage of the FYLF (adult, metamorph, larvae, egg mass) is found, CDFW recommends consulting with CDFW to develop avoidance measures and evaluate permitting needs.

Sierra Nevada Yellow-legged Frog

Wengert (2008) found that stream-dwelling Sierra Nevada yellow-legged frog (SNYF) in the Plumas National Forest infrequently moved overland long distances from the main channel of the stream. When they were observed outside of the stream channel, they were found from one (1) meter to 22 meters from the channel. A Federal Register for Critical Habitat designation for the Sierra Nevada yellow-legged frog states that upland areas adjacent to, or surrounding, breeding and non-breeding aquatic stream habitats that provide area for feeding and movement, consist of an area extending 25 meters from the bank or shoreline of the watercourse.

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Based on the above information, and that there is a CNDDB occurrence approximately one mile east of the Project site (CDFW 2023), CDFW recommends watercourses (i.e. Moss Creek and the Merced River) within the Project site be assessed by a qualified biologist for potential SNYF habitat, and that focused surveys be conducted following the survey methods described in pages 16–22 of "A Standardized Protocol for Surveying Aquatic Amphibians" (Fellers and Freel 1995); as discussed above for FYLF, please note that dip-netting would constitute take as defined by Fish and Game Code § 86, so it is recommended this survey technique be avoided. In addition, CDFW advises surveyors adhere to the protocols set forth in "The Declining Amphibian Task Force Fieldwork Code of Practice" (DAPTF 1998). If any life stage of the SNYF (adult, metamorph, larvae, egg mass) is found, CDFW recommends consulting with CDFW to develop avoidance measures and evaluate permitting needs.

Sierra Nevada Red Fox

Results from the California Natural Diversity Database (CNDDB) show that Sierra Nevada red fox (SNRF) have been documented northeast of the Project site (CDFW 2023). Therefore, there is the potential for SNRF to be present. CDFW recommends that the protocol in Appendix B of *Ecology of Red Fox (Vulpes vulpes) in the Lassen Peak Region of California, USA* (Perrine, 2005) be followed and that a qualified biologist conduct surveys accordingly and prior to commencing any ground-disturbing activities. If any active or potential dens are found on the Project site during these surveys, consultation with CDFW would be warranted for guidance on take avoidance, minimization, and mitigation measures.

Special-Status Plant Species

There is the potential for multiple special-status plant species to occur on the Project site. CDFW recommends the Project site be surveyed for special-status plants by a qualified botanist following the "*Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Natural Communities*" (March 20, 2018). This protocol, which is intended to maximize detectability, includes the identification of reference populations to facilitate the likelihood of field investigations occurring during the appropriate floristic period. In the absence of protocol-level surveys being performed, additional surveys may be necessary. Further, CDFW recommends special-status plant species be avoided whenever possible by delineation and observing a no-disturbance buffer of at least 50 feet from the outer edge of the plant population(s) or specific habitat type(s) required by special status plant species. If buffers cannot be maintained, then consultation with CDFW is warranted to determine appropriate minimization and mitigation measures for impacts to special status plant species. If a State or federally listed plant species is identified during botanical surveys, it is recommended that consultation with CDFW and/or the United States Fish and Wildlife Service (USFWS) be conducted to determine permitting needs.

Nesting birds

CDFW encourages that Project implementation occur during the bird non-nesting season; however, if ground-disturbing or vegetation-disturbing activities must occur during the

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breeding season (February 1 through September 15), the Project proponent 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 Codes as referenced above.

To evaluate Project-related impacts on nesting birds, CDFW recommends that a qualified biologist conduct pre-activity surveys 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 by the Project. In addition to direct impacts (i.e., nest destruction), noise, vibration, and movement of workers or equipment could also affect nests. Prior to initiation of construction activities, CDFW recommends that a qualified biologist conduct a survey to establish a behavioral baseline of all identified nests. Once construction begins, 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.

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 that 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 compelling biological or ecological reason to do so, such as when the construction area 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.

California Natural Diversity Database

Please note that the 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 in order to determine whether or not any special status species are present at or near the Project area.

Lake and Streambed Alteration

The Project is adjacent to Moss Creek and the Merced River and may be subject to CDFW's regulatory authority pursuant Fish and Game Code Section 1600 et seq. Fish and Game Code section 1602 requires the Project proponent to notify CDFW prior to commencing any activity that may (a) substantially divert or obstruct the natural flow of any

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river, stream, or lake; (b) substantially change or use any material from the bed, bank, or channel of any river, stream, or lake; or (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 in nature. For additional information on notification requirements, please contact our staff in the LSA Program at (559) 243-4593, or by electronic mail at R4LSA@wildlife.ca.gov.

Federally Listed Species

CDFW recommends consulting with the USFWS on potential impacts to federally listed species including, but not limited to FYLF, SNYF, and SNRF. Take under the Federal Endangered Species Act (FESA) is more broadly defined than CESA; take under FESA also includes significant habitat modification or degradation that could result in death or injury to a listed species by interfering with essential behavioral patterns such as breeding, foraging, or nesting. Consultation with the USFWS in order to comply with FESA is advised well in advance of any ground disturbing activities.

CDFW appreciates the opportunity to comment on the Project to assist the Mariposa County Public Works Department in identifying and mitigating the Project's impacts on biological resources. If you have any questions, please contact Jim Vang, Environmental Scientist, at the address provided on this letterhead, by telephone at (559) 580-3203, or by electronic mail at Jim.Vang@wildlife.ca.gov.

Sincerely,

DocuSigned by:
Sarah Paulson
E9964E60293D40A...
Sarah Paulson for Julie A. Vance
Regional Manager

ec: Patricia Cole, USFWS
patricia_cole@fws.gov

CDFW LSA/1600;
R4LSA@wildlife.ca.gov

Attachment 1: MMRP

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LITERATURE CITED

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Attachment 1

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
RECOMMENDED MITIGATION MONITORING AND REPORTING PROGRAM
(MMRP)

PROJECT: Incline Road over Moss Canyon Bridge (#40C0064) Replacement Project

SCH No.: 2023060455

RECOMMENDED MITIGATION MEASURE	STATUS/DATE/INITIALS
Before Disturbing Soil or Vegetation	
Mitigation Measure: FYLF	
FYLF surveys	
FYLF consultation with CDFW	
Mitigation Measure: SNYF	
SNYF surveys	
SNYF consultation with CDFW	
Mitigation Measure: SNRF	
SNRF surveys	
SNRF consultation with CDFW	
Mitigation Measure: Special-status plants	
Special-status plants surveys	
Special-status plants consultation with CDFW	
Before Impacting the Bed, Bank, or Channel of any Stream or River	
Mitigation Measure: Notification to CDFW's Lake and Streambed Alteration Program	
During Construction	
Mitigation Measure: Special-status plants	
Special-status plants avoidance buffer	

CALIFORNIA STATE TRANSPORTATION AGENCY GAVIN NEWSOM, GOVERNOR

California Department of Transportation

OFFICE OF THE DISTRICT 10 PLANNING
P.O. BOX 2048 | STOCKTON, CA 95201
(209) 948-7325 | FAX (209) 948-7164 TTY 711
www.dot.ca.gov

July 11, 2023

Matiel Holloway
Senior Civil Engineer
Mariposa County Public
Works Department
4639 Ben Hur Road
Mariposa, CA 95338

MPA-140-PM 48.088 – Incline Road over Moss Canyon Bridge - SCH 2023050036

Dear Mr. Holloway,

California Department of Transportation (Caltrans) appreciates the opportunity to review and comment on the Incline Road over Moss Canyon Bridge Replacement Project Initial Study located on Incline Road crossing Moss Creek off of State Route (SR) 140 within the boundaries of the Stanislaus National Forest, roughly 2 miles from the center of the Town of El Portal.

The Mariposa County Public Works Department proposes to replace the existing bridge (#40C0064) on Incline Road which is required to ensure current safety and design standards for bridges and roadways are maintained. Replacement of the existing bridge structure would occur with a single span, cast-in-place, post-tensioned concrete, slab bridge, approximately 55 feet long. The replacement structure will require falsework (temporary form work used to support the concrete until it develops strength) within locations of the creek channel. With a span length of 55 feet, it may be possible to keep falsework out of the creek by spanning the entire length with falsework stringers that are supported on the new abutment footings.

Caltrans has the following comments:

Environmental
It does not appear that work will occur within Caltrans Right of Way (ROW). However, if any construction related activities will encroach into Caltrans ROW, no staging on existing vegetation or vegetation removal within Caltrans ROW will be allowed. The project proponent must apply for an Encroachment Permit to 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 will include an analysis of potential impacts to any cultural sites, historic properties, biological resources, hazardous waste locations, 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 there are impacts to protected water resources within Caltrans ROW, Caltrans will need to see the correspondence with the permitting authorities (California Department of Fish and Wildlife, United States Army Corps of Engineers, Regional Water Quality Control Board) and be provided copies of the required permits prior to the start of any construction in Caltrans ROW.

Caltrans suggest Mariposa County continue to coordinate and consult with Caltrans to identify and address potential cumulative transportation impacts that may occur from this project and other developments near this location. This will assist Caltrans in ensuring that traffic safety and quality standards are maintained for the traveling public on existing and future state transportation facilities.

If any project activities encroach into Caltrans Right of Way, (ROW), the project proponent must submit an application for an Encroachment Permit to the Caltrans District 10 Encroachment Permit Office. Appropriate environmental studies must be submitted with this application. These studies will analyze potential impacts to any cultural sites, biological resources, hazardous waste locations, and/or other resources within Caltrans ROW at the project site(s). For more information, please visit the Caltrans Website at: https://dot.ca.gov/programs/traffic-operations/ep/applications

Please contact David Karnes at (209) 986-9830 (david.karnes@dot.ca.gov), or me at (209) 483-7234 (Gregoria.Ponce@dot.ca.gov) if you have any questions or concerns.

Sincerely,

Gregoria Ponce'

Gregoria Ponce'
Chief, Office of Rural Planning

c: State Clearinghouse

"Provide a safe and reliable transportation network that serves all people and respects the environment"

Project Name: Incline Road over Moss Canyon Bridge (#40C0064) Replacement Project

CEQA LEAD AGENCY: Mariposa County Public Works Department (State Clearinghouse #2023060455)

REGARDING: Mitigation Monitoring and Reporting Program

In accordance with the California Environmental Quality Act (CEQA), the Mariposa County Public Works Department (County) circulated a draft initial study/proposed mitigated negative declaration (IS/MND) from June 15th 2023 to July 17th 2023 to provide the public and responsible and trustee agencies with information regarding the potential environmental impacts associated with the replacement of the Moss Canyon Bridge (#40C0064). Replacement of the bridge is required to ensure current safety and design standards for bridges and roadways are maintained. All of the mitigation measures listed herein are the same as those identified in the IS/MND.

The IS/MND concludes that implementation of the proposed project would generate significant and potentially significant adverse effects on the environment, however the IS/MND identifies feasible mitigation measures that avoid, mitigate, or reduce these impacts to a less-than-significant level.

Section 21081.6(a)(1) of the California Public Resources Code (PRC) and Section 15097 of the State CEQA Guidelines require a public agency to adopt a reporting and monitoring program on the revisions which it has required in the project and the measures it has imposed to mitigate or avoid significant environmental impacts on the physical environment.

This Mitigation Monitoring and Reporting Program (MMRP) provided below in **Table 1** will be used by the County to ensure that mitigation measures identified in the IS/MND are implemented as described and that their implementation is documented. The MMRP may be modified by the County during project implementation, as necessary, in response to changing conditions or other refinements.

The MMRP is presented in tabular format. The table columns contain the following information:

- **Mitigation Number:** Lists the mitigation measures by number, as designated in the MND.
- **Mitigation Measure:** Provides the text of the mitigation measures, each of which has been adopted and incorporated into the project.
- **Timing/Schedule:** Lists the time frame in which the mitigation measure is expected to take place.
- **Implementation Responsibility:** Identifies the entity responsible for implementing the mitigation measure.
- **Completion of Implementation:** The County are responsible for reporting on implementation of the mitigation measures. The “Completion of Implementation” column is to be used by the County to

indicate when implementation of a mitigation measure has been completed. The County, at its discretion, may delegate implementation responsibility or portions thereof to qualified consultants or contractors.

Table 1. Mitigation Monitoring and Reporting Plan for the Incline Road over Moss Canyon Bridge (#40C0064) Replacement Project.

Mitigation Number	Mitigation Measure	Timing/Schedule	Implementation Responsibility	Completion of Implementation
BIOLOGICAL RESOURCES & HYDROLOGY AND WATER QUALITY				
BIO-1	**Conduct Preconstruction Species Surveys** Prior to ground disturbing activities, a CDFW qualified/approved biologist(s) shall conduct preconstruction surveys for special-status species and habitats in and adjacent to the proposed project site. The CDFW shall be notified within 24 hours if any unanticipated listed species are identified during these surveys. Preconstruction surveys include the following: **Special Status Amphibians and Reptiles.** A qualified biologist shall conduct a preconstruction clearance survey for limestone salamander, foothill yellow-legged frog, and western pond turtle within 48 hours prior to any ground disturbance within the proposed project footprint and within Moss Creek. These surveys will consist of pedestrian surveys of the project site and BSA. The qualified biologist will investigate all potential cover sites for limestone salamander, foothill yellow-legged frog, and western pond turtle. If any of these species are found within the construction work area, the biologist will contact CDFW, and the species shall be allowed to voluntarily move outside of the work area on its own. If a western pond turtle nest containing eggs or young is identified within the construction work area, the biologist shall consult with CDFW to determine an appropriate no-disturbance buffer to ensure avoidance of the nest. **Nesting Migratory Bird and Raptor Survey.** If construction or vegetation removal will occur during the breeding season for migratory birds and raptors (generally February through August), the County shall retain a qualified biologist to conduct a preconstruction nesting bird and raptor survey prior to the start of construction activities (including equipment staging). The preconstruction nesting bird and raptor surveys shall be conducted between February 1 and August 31 within suitable habitat within the designated project footprints. Surveys for raptors' nests should also extend 1,250 feet from the project footprints to ensure that nesting raptors are not affected by construction disturbances. For raptor surveys outside the project footprints where property access has not been granted, the surveying biologist shall use binoculars to scan any suitable nesting substrate for potential raptor nests. The preconstruction survey shall be conducted no more than 48 hours before the initiation of construction activities. If an active bird or raptor nest is identified within the construction work area or an active raptor nest is identified within 1,250 feet from the construction work area, a no-disturbance buffer shall be established around the nest to avoid disturbance of the nesting birds or raptors until a qualified biologist determines that the young have fledged and are foraging on their own. The extent of these buffers shall be determined by the biologist (coordinating with CDFW) and shall depend on the species identified, level of noise or construction	Before and During Construction Activities	County / Construction Contractor	

	disturbance, line-of-sight between the nest and the disturbance, ambient levels of noise and other disturbances, and other topographic or artificial barriers. In addition to the establishment of buffers, other avoidance measures (determined during CDFW coordination) may include monitoring of the nest during construction and restricting the type of work that can be conducted near the nest site. If no active nests are found during the preconstruction surveys, then no additional mitigation is required. **Bats.** If construction is scheduled between April and September, before construction begins, a qualified biologist will survey trees and rocky outcrops within the project footprints and identify any snags, hollow trees, or other trees with cavities that may provide suitable roosting habitat for bats. If no suitable roosting trees are found, construction may proceed. If snags, hollow trees, or other trees with suitable cavities are found, they will be examined for roosting bats. Rocky outcrops in the BSA will also be examined. If bats are not found and there is no evidence of use by bats, construction may proceed. If bats are found or evidence of use by bats is present, the qualified biologist will work with CDFW to implement measures to avoid or minimize disturbance to the colony. **Special Status Mammals.** The following measures shall be implemented to minimize or avoid potential impacts to special-status mammal species: • A qualified biologist shall conduct a preconstruction survey for special-status mammals and active special-status mammal nests or dens within the BSA. • For surveys in inaccessible areas, the biologist shall use binoculars to scan any suitable denning substrate for potential individuals or nests/dens. • The preconstruction survey shall be conducted no more than 14 days before the initiation of construction activities. • If no active nests/dens are found during the preconstruction surveys, then no additional mitigation is required. • If an active special-status mammal nest/den is identified within the BSA, a no-disturbance buffer shall be established around the nest/den to avoid disturbance of the nesting/denning mammal until a qualified biologist determines that the young have dispersed. The extent of these buffers shall be determined by the biologist and shall depend on the species identified, level of noise or construction disturbance, line-of-sight between the den and the disturbance, ambient levels of noise and other disturbances, and other topographical or artificial barriers. • If any non-denning species are observed in the BSA before or during construction, the species will be allowed to move out of harm's way on its own.			
BIO-2	**Conduct Environmental Awareness Training** Before any work occurs in the project footprints, including grading and equipment staging, all construction personnel shall participate in an environmental awareness training regarding special-status species and sensitive habitats present in the project limits. If new construction personnel are added to the projects, they must receive the mandatory training before starting work. The training shall be provided to all personnel	Before and During Construction Activities	County / Construction Contractor	

	and will discuss sensitive resources (i.e., waters of the U.S. and State, riparian habitat, special-status species and habitat, nesting birds/raptors) to be avoided during project construction and lists applicable permit conditions identified by state and federal agencies to protect these resources.			
BIO-3	**Install Temporary Fencing Around Environmentally Sensitive Habitat** Final proposed project construction drawings will identify the locations of temporary fencing around environmentally sensitive habitat areas to ensure that sensitive resources proposed for avoidance (waters of the U.S. and State, riparian vegetation, special-status species habitat, etc.) will be protected during construction activities. The County shall ensure that temporary construction barrier fencing, silt fencing, and/or flagging is installed between the work area and environmentally sensitive habitat areas, before any ground-disturbing activity occurs within the project footprints, as appropriate. Construction personnel and construction activity shall avoid areas identified as environmentally sensitive by the fencing/flagging. The fencing/flagging shall be checked regularly and maintained until all construction is complete. No construction activity shall be allowed until this condition is satisfied. Any required barrier or sediment fencing and a note reflecting this condition shall be shown on the final construction documents.	Before and During Construction Activities	County / Construction Contractor	
BIO-4	**Restore Temporarily Disturbed Areas** Immediately after bridge construction is complete, all exposed soil shall be stabilized. Soil stabilization may include, but is not limited to, seeding with a native grass seed mix, planting native plants, and placement of rock. These areas will be properly protected from washout and erosion using appropriate erosion control devices including coir netting, hydroseeding, and revegetation.	During and After Construction Activities	County / Construction Contractor	
BIO-5	**Implement Water Quality Best Management Practices** Before any ground-disturbing activities, the County shall ensure the construction contractor (as part of the construction specifications) implements erosion control measures and construction waste containment measures to ensure that waters of the state are protected during and after proposed project construction. The erosion control and construction waste containment measures shall: (a) to identify pollutant sources, including sources of sediment, that may affect the quality of storm water discharges from the construction of the proposed project; (b) to identify BMPs to reduce or eliminate pollutants in storm water discharges and authorized non-storm water discharges from the proposed project during construction; (c) to outline and provide guidance for BMP monitoring; (d) to identify proposed project discharge points and receiving waters; to address post-construction BMP implementation and monitoring; and (f) to address sedimentation, siltation, and turbidity. The erosion control and construction waste containment measures will require BMPs including, but not limited to: • Conduct ground disturbing activities adjacent to and within Moss Creek during the low-flow period (generally between June 1 and October 15). • Install sediment fencing, fiber rolls, or other equivalent erosion and sediment control measures between the designated work area and Moss Creek, as necessary, to ensure that construction debris and sediment does not inadvertently enter the drainage. The County will	Before and During Construction Activities	County / Construction Contractor	

	also cover or otherwise stabilize all exposed soil 48 hours prior to potential precipitation events of greater than 0.5 inch. • No refueling, storage, servicing, or maintenance of equipment shall take place within 100 feet of aquatic habitat. • All machinery used during construction of the proposed project shall be properly maintained and cleaned to prevent spills and leaks that could contaminate soil or water. • Any spills or leaks from construction equipment (i.e., fuel, oil, hydraulic fluid, and grease) shall be cleaned up in accordance with applicable local, state, and/or federal regulations. A spill response and control plan would be developed and implemented by the contractor.			
BIO-6	**Provide Escape Ramps or Cover Open Trenches** To avoid entrapment of wildlife, all excavated steep-walled holes, or trenches more than 4 inches deep will be provided with one or more escape ramps constructed of earth fill or wooden planks at the end of each workday. If escape ramps cannot be provided, then holes or trenches will be covered with plywood or similar materials. Providing escape ramps or covering open trenches will prevent injury or mortality of wildlife resulting from falling into trenches and becoming trapped. The trenches will be thoroughly inspected for the presence of federally listed species at the beginning of each workday. Any species observed shall be allowed to voluntarily move outside of the work area on its own.	During Construction Activities	County / Construction Contractor	
BIO-7	**Avoid Limestone Salamander Active Period** Restrict construction-related activities during the limestone salamander active period, which is generally between November and March and during wet, rainy, or humid periods. If construction activities will occur during the active season, salamander exclusion fencing in the form of 24-inch sheet metal will be erected around the work area and a biological monitor will be onsite during all ground disturbing activities.	During Construction Activities	County / Construction Contractor	
BIO-8	**Restrict In-stream Work to Low-flow Period** To minimize impacts of dewatering and construction on foothill yellow-legged frog, western pond turtle, and other resident aquatic species, limit in-creek construction to between June 1 and October 15, unless otherwise specified by appropriate agencies. This window can be extended based on stream conditions, if approved in writing by regulatory agencies with jurisdiction. Work from the existing roadway, top of banks, and within falsework can occur year-round.	During Construction Activities	County / Construction Contractor	
BIO-9	**Monitor during Dewatering Activities** Appropriate temporary cofferdams shall be used to dewater the construction site and divert water through the project footprints during the construction period to prevent impeding water flow through the work area. When dewatering is required, a qualified biologist shall be present during the dewatering period to inspect and ensure that sensitive aquatic species will not be trapped within the temporary cofferdams and to monitor the construction site during aquatic species relocation and dewatering activities. If foothill yellow-legged frog or any other special-status aquatic species are found within the cofferdams, then all work shall stop, and the appropriate agencies shall be notified. Any species observed shall be allowed to voluntarily move outside of the work area on its own. All cofferdams shall be inspected and maintained on a daily basis to ensure its	During Construction Activities	County / Construction Contractor	

	integrity for the duration of the work below the OHWM of the creek. Pumps used for dewatering shall have fish screens, as identified in Project permits, installed to minimize intake of fish and other aquatic species into pumps. Diversion structures shall be left in place until all in-stream work is completed. At the completion of project construction, the County/contractor shall remove from the streambed all materials used to maintain flow and divert water from the project site during the construction period, including cofferdams, pipes, and filter fabric. Temporary culverts and all construction materials and debris shall be removed from the affected area prior to reestablishing flow and prior to the rainy season. A monitor shall be present during the removal of dewatering materials.			
BIO-10	**Monitor during Ground Disturbance and Vegetation Removal** A qualified biological monitor will be present during all project activities requiring ground disturbance or vegetation removal within the construction area. Vegetation less than 3 inches in diameter will be cleared by hand or small engine weedeaters or chainsaws. Small material or grasses will be mowed close to ground with low impact rubber-tired tractors. Vegetation over 3 inches in diameter may require larger equipment such as telescoping chainsaws, hoe-mounted flail mowers, bucket machines to hoist crews and equipment, and climbing crews with chainsaws. The biological monitor must be a biologist with demonstrated knowledge of limestone salamander, foothill yellow-legged frog, and western pond turtle natural history, ecology and identifying characteristics, as well as demonstrated field experience identifying other amphibian and reptile species within the range of these listed species.	During Construction Activities	County / Construction Contractor	
BIO-11	**Avoid the Spread of Invasive Plant Species** The following mitigation measures shall be implemented, as appropriate, to avoid the spreading of invasive plant species throughout the project sites during construction activities, particularly in riparian areas: • All hay, straw, hay bales, straw bales, seed, mulch, or other material used for erosion control or landscaping on the project sites shall be free of noxious weed seeds and propagules. • All equipment brought to the project sites for construction shall be thoroughly cleaned of all dirt and vegetation prior to entering the site, in order to prevent importing noxious weeds. • All material brought to the sites, including rock, gravel, road base, sand, and top soil, shall be free of noxious weed seeds and propagules.	Before, During and After Construction Activities	County / Construction Contractor	
BIO-12	**Install Catchment Tarps Prior to any Work Activity to the Bridge** Prior to any bridge demolition, decommissioning, or work activity within the channel floodway embankments, catchment tarps, or “bridge diapers” will be installed to ensure all construction debris is caught and removed daily from the work area.	Before and During Construction Activities	County / Construction Contractor	
CULTURAL RESOURCES & TRIBAL CULTURAL RESOURCES				

<table>
<tr>
<td>CUL-1</td>
<td>
Archaeological Site Avoidance Measures
The two archaeological sites (Site CA-MRP-184/P-22-00503 and Site MRP-355/P-22-00658) will be protected as ESAs throughout the duration of project-related ground-disturbing activities. National Register-eligible sites Site CA-MRP-184/P-22-00503 and Site MRP-355/P-22-00658 are contributing elements of the National Register El Portal Archaeological District (P-22-001701). To avoid impacts to the two archaeological sites and the larger El Portal Archaeological District, the County and the construction contractor(s) shall implement the following measures from the ESA Action Plan prepared for the proposed project:

The two ESAs will be flagged and covered with orange plastic mesh to protect designated site areas. Each ESA will be clearly delineated on construction plans and noted for avoidance.

At least three weeks in advance, the Resident Engineer (RE) will notify the Caltrans PQS Archaeologist of the beginning construction date. Prior to construction, the Caltrans PQS will coordinate with the County Project Manager to ensure the ESAs are delineated according to Table 1. Qualified archaeological and biological consultants under the supervision of Caltrans PQS, will monitor the installation of flagging and orange plastic mesh covers. No project impacts may occur within the ESA, and the provisions of the Archaeological Monitoring Area Plan must be followed.

Table 1. Environmentally Sensitive Area and Archaeological Monitoring Area Locations.

<table>
<tr><th>Location</th><th>Management Measures</th></tr>
<tr><td>ESA 1</td><td></td></tr>
<tr><td>CA-MRP-184/
P-22-00503</td><td>Temporary flagging (Type ESA) and covered with orange plastic mesh will be installed beginning 45 feet north of Incline Road, 10 ft west of Moss Creek. The flagging will be installed along the southern boundary of the archaeological site and is estimated at a total of 33 linear feet of ESA flagging.</td></tr>
<tr><td>ESA 2</td><td></td></tr>
<tr><td>CA-MRP-355/
P-22-00658</td><td>Temporary flagging (Type ESA) and covered with orange plastic mesh will be installed beginning 10 feet south of Incline Road, 10 feet north of the Merced River. The flagging will be installed around the entirety of the archaeological site and is estimated at a total of 83 linear feet of ESA flagging.</td></tr>
</table>

The ESAs will be flagged and covered with orange plastic mesh (Temporary Flagging [Type ESA]) and will be posted as an ESA. ESA 1 will be flagged along the southern boundary. ESA 2 flagging will entirely surround the site. If fencing placement around ESA 2 is not possible due to seasonal water inundation, the area will be otherwise delineated where possible. No construction or associated activities (e.g., parking, equipment storage) can take place within the ESAs.
</td>
<td>Before and During Construction Activities</td>
<td>County / Construction Contractor</td>
<td></td>
</tr>
</table>

CUL-2	**Discovery of Cultural Resources during Ground-Disturbing Activities** To minimize the potential for significant impacts to undiscovered historical resources and unique archaeological resources during project-related ground-disturbing activities, the County and the construction contractor(s) shall implement the following: If a potentially significant historical or archaeological resource is encountered during subsurface construction activities (e.g., trenching, grading), all construction activities within a 50-foot radius of the identified potential resource shall cease until a qualified archaeologist evaluates the item for its significance and records the item on the appropriate State Department of Parks and Recreation forms. The archaeologist shall determine whether the item requires further study. If, after the qualified archaeologist conducts appropriate technical analyses, the item is determined to be significant under CEQA, the archaeologist shall recommend feasible mitigation measures, which may include avoidance, preservation in place or other appropriate measure, as outlined in Public Resources Code section 21083.2. Upon the County's approval of the recommended mitigation measures, the project proponent shall implement said measures. The County shall fund the costs of the qualified archaeologist and required analysis and shall include this mitigation measure in every construction contract to inform contractors of this requirement.	During Construction Activities	County / Construction Contractor	
CUL-3	**Accidental Finding of Human Remains** 1. If human remains are found, the California Health and Safety Code requires that excavation be halted in the immediate area and that the Mariposa County Coroner be notified to determine the nature of the remains. The coroner is required to examine all discoveries of human remains within 48 hours of receiving notice of a discovery on private of State lands (California Health and Safety Code, Section 7050.5[b]). If the Coroner determines that the remains are those of a Native American, he or she must contact the Native American Heritage Commission (NAHC) by telephone within 24 hours of making that determination (California Health and Safety Code, Section 7050.5[c]). 2. Once notified by the Coroner, the NAHC shall identify the person it believes it the Most Likely Descendant (MLD) of the Native American remains. With permission of the legal landowner(s), the MLD may visit the site and make recommendations regarding the treatment and disposition of the human remains and any associated grave goods. This visit should be conducted with 24 hours of the MLD's notification by the NAHC (California Public Resources Code [PRC], Section 5097.98[a]). If a satisfactory agreement for treatment of the remains cannot be reached, any of the parties may request mediation by the NAHC (California PRC, Section 5097.94[k]). Should mediation fail, the landowner or landowner's representative must reinter the remains and associated items with appropriate dignity on the property in a location not subject to further subsurface disturbance (California PRC, Section 5097.98[b]).	During Construction Activities	County / Construction Contractor	
GEOLOGY AND SOILS				

GEO-1	**Avoid and Minimize Impacts to Paleontological Resources** In the event a paleontological or other geologically sensitive resources (such as fossils or fossil formations) are identified during any phase of project development, all excavations within 100 feet of the find shall be temporarily halted until the find is examined by a qualified paleontologist, in accordance with Society of Vertebrate Paleontology standards. The paleontologist shall notify the appropriate representative at Mariposa County who shall coordinate with the paleontologist as to any necessary investigation of the find. If the find is determined to be significant under CEQA, the County shall implement those measures which may include avoidance, preservation in place, or other appropriate measures, as outlined in Public Resources Code Section 21083.2.	During Construction Activities	County / Construction Contractor	
HAZARDS and HAZARDOUS MATERIALS & WILDFIRES				
HAZ-1	**Implement BMPs for Wildland Fire Prevention** The County shall ensure that the construction contractor will clear dried vegetation or other materials that could serve as fuel for combustion from construction or building areas. To the extent feasible, the contractor shall keep these areas clear of combustible materials to maintain a firebreak. Construction contractors shall ensure that any construction equipment that normally includes a spark arrester shall be equipped with an arrester in good working order. This includes, but is not limited to, vehicles, heavy equipment, and chainsaws.	During Construction Activities	County / Construction Contractor	
NOISE				
NOS-1	**Construction Noise Reducing Best Management Practices** The County shall ensure the construction contractor implement the following construction noise reducing measures. ▪ The construction contractor shall ensure that all noise producing construction activities, including warming-up or servicing equipment and any preparation for construction, shall be limited to the hours between 7:00 a.m. and 6:00 p.m. 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. ▪ 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	County / Construction Contractor	
TRANSPORTATION				
TC-1	**Prepare and Implement a Traffic Detour and Control Plan** • At least one week prior to the commencement of work, the County's contractor' will be required to provide changeable message signs at each end of Incline Road to notify drivers of the upcoming project and potential delays. The contractor shall provide an informational sign at the entry points of the project	Before and During Construction Activities	County / Construction Contractor	

	identifying a contact person and phone number for any concerns or questions. • During project construction, the County's contractor shall use standard cones and barricades to protect the public from entering the construction work area. The contractor will also install advance warning signs to alert approaching motorists of the work zones consistent with the most recent edition of the California Manual of Traffic Control Devices (MUTCD) for sign placement, etc. Advance warning signs may be reflective signs, changeable message boards, cones, and barricades. The contractor shall provide flaggers as needed to temporarily hold traffic for staging equipment or construction. The work will be limited to 8 a.m. to 5 p.m., with weekend work if approved by Public Works; no work shall occur on national holidays. Flagging and other means of traffic control will be required to allow for the movement of traffic through the work zone. Cones, signing and flagging for traffic control shall conform to the requirements of the MUTCD. • The County shall notify the traveling public of construction delays via roadway signage or changeable message signs. A sign shall be placed at the intersection of Incline Road and Foresta Road stating that recreational sites along Incline Road remain open during construction. Weight restrictions associated with the temporary low water crossing or temporary detour bridge shall also be posted at the intersection of Incline Road and Foresta Road, if applicable. Additional signage shall be placed along Incline Road warning the traveling public of delays, and the expected delay in minutes shall be posted.			

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-557

MEETING: October 10, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve an Agreement with Full Signal Construction, Inc. for the Triangle Road Storm Repair Project in the Amount Not to Exceed $359,900.00; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Full Signal Construction, Inc. for the Triangle Road Storm Repair Project in the Amount Not to Exceed $359,900.00; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The project includes replacement of three culverts on Triangle Road between Carleton Road and Silva Road damaged during the winter storms. On September 15, 2023, the following five bids were received:

1. Full Signal Construction, Inc., Coarsegold, CA 93614	$359,900.00
2. R. Sutton Enterprises, LLC., Vallecito, CA 95338	$379,065.00
3. Williams Excavation, Inc., Mariposa, CA 95338	$389,321.00
4. Kroeker, Inc., Fresno, CA 93725	$490,705.00
5. Mid Cal Pipeline & Utilities, Inc., Merced, CA 95344	$493,100.00

A full closure of Triangle Road between Carleton and Silva will be required during construction. The contractor will replace the culverts one at a time to maintain access to driveways.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On January 11, 2023, the Board approved Resolution #2023-1 adopting a Resolution ratifying the January 5, 2023 proclamation by the Director of Emergency Services, proclaiming the "Atmospheric River" Event as a Local Emergency. Triangle Road was one of the County maintained roads damaged during the event.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Should the Board fail to approve the contract award, Triangle Road will continue to overtop and risk damaging downstream properties.

FINANCIAL IMPACT

This project is eligible for FHWA ER funds.

ATTACHMENTS

1. **Triangle Road Storm Repair_Full Signal Construction**

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VOTE RESULT

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

AGREEMENT FOR CONSTRUCTION SERVICES

THIS CONTRACT is made and entered into this ____ day of September, 2023, by and between Full Signal Construction Inc. ("Contractor") and **County of Mariposa** ("Owner") ("Contract").

1. The Contractor shall furnish to the Owner for a total price of three hundred fifty-nine thousand nine hundred Dollars (359,900) ("Contract Price"), the following services ("Services" or "Work"):

   The project consists of all labor, materials, equipment, and services necessary to replace three (3) culverts on Triangle Road.

2. Contractor shall perform the Work at Triangle Road ("Site"). The Project is the scope of Work performed at the Site.

3. Work shall be completed within Sixty (60) working days ("Contract Time") from the date specified in Owner 's Notice to Proceed.

   Contractor understands and agrees that the Work shall be performed and completed as required in the Contract Documents (as defined herein) including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by agency(ies) having jurisdiction or to close-out of the Project, under the direction and supervision of, and subject to the approval of, Owner or its authorized representative.

4. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that Owner will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to Owner, as fixed and liquidated damages for these incalculable damages, the sum of Five Hundred Dollars ($ 500) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.

5. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

6. This Contract incorporates by this reference the Contract Documents attached hereto. Contractor, by executing this Contract, agrees to comply with all obligations set forth in the Contract Documents. The Contract Documents include only the following documents, as indicated:

____ Notice to Bidders	____ Lead-Product(s) Certification
____ Instructions to Bidders	____ Roofing Project Certification
_X_ Bid Form and Proposal	____ Registered Subcontractor List
_X_ Bid Bond	_X_ Insurance Certificates and Endorsements
_X_ Noncollusion Declaration	_X_ Performance Bond
____ Iran Contracting Act Certification	_X_ Payment Bond
____ Designated Subcontractors List	____ Specifications
____ Notice to Proceed	____ Plans
____ Prevailing Wage Certification	____ Special Conditions
_X_ Workers' Compensation Certification	___ Exhibit "A" ("Scope of Work")
____ Drug-Free Workplace Certification	____ Federal Debarment Certification
____ Tobacco-Free Environment Certification	_X_ Federal Condition and Davis-Bacon
____ Asbestos & Other Hazardous Materials Certification	____ _____ [Other]

7. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the Owner has approved the performance bond, payment (labor and material) bond, the certificate(s) and the endorsement(s) of insurance required under the Terms and Conditions and the Owner has issued a Notice to Proceed.

8. Payment for the Work shall be made in accordance with the Terms and Conditions.

9. The Design Professional In General Responsible Charge for the Project is Matt Hespenheide ("Engineer"), and the project inspector on the Project is Eddie Scherf ("Project Inspector"). Contractor hereby acknowledges that the Engineer, the Project Inspector, and the agency(ies) having jurisdiction have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of work at any time. Contractor shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.

10. Inspection and acceptance of the Work shall be performed by Engineer of the Public Works Department of the Owner.

11. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return

receipt required, or sent by overnight delivery service, or facsimile or email, addressed as follows:

County of Mariposa

Department of Public Works
ATTN: Claudia Gonzales
4639 Ben Hur Road, Mariposa,
California 95338
(209) 966-2828
cgonzales@mariposacounty.org

Contractor

Name: Full Signal Construction, Inc.
ATTN: Curt Van Valkenburg
46750 Long View Ln. West,
Coarsegold, CA 93614
(559) 240-7202
fscurt@sti.net

Any notice personally given or sent by facsimile or email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

12. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one (1) year from the date of the Owner's written approval of the Work.

13. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract.

14. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 20___

_____

Miles Menetrey, Chair
Board of Supervisors

_____

Danielle Bondshu
Clerk of the Board

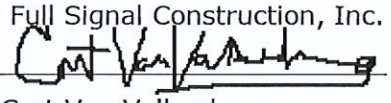
APPROVED AS TO FORM:

_____

Steve W. Dahlem
County Counsel

Dated: 9/22, 2023

Contractor: Full Signal Construction, Inc.

Signature: 

Print Name: Curt Van Valkenburg

Print Title: President

License No.: 819510

Registration No.: 1001079396

Address: 46750 Long View Ln West,
Coarsegold, California 93614

Telephone: (559) 240-7202

Facsimile:

E-Mail: fscurt@sti.net

Information regarding Contractor:

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_X_ Corporation, State: CA
____ Limited Liability Company
____ Other: _____

_20-8079589_____:
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the Owner requires the Contractor to furnish the information requested in this section.

TERMS AND CONDITIONS TO CONTRACT

1. NOTICE TO PROCEED: Owner shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.

2. STANDARD OF CARE: Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.

3. SITE EXAMINATION: Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

4. PERMITS, LICENSES AND REGISTRATION: Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

5. RESERVED.

6. RESERVED.

7. LABOR, MATERIALS AND EQUIPMENT: Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized Owner representative indicated in the Work specifications attached hereto. Unless otherwise specified, all materials shall be new and previously unused, and of the manufacturer's latest model or the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.

8. SUBSTITUTIONS: No substitutions of material from those specified in the Work Specifications shall be made without Owner's prior written approval. Contractor shall be responsible for any re-design costs occasioned by Owner 's acceptance and/or approval of any substitute, as well as any costs that Owner incurs for professional services, including inspection fees. Owner may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit Owner with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.

9. INDEPENDENT CONTRACTOR: Contractor represents and warrants that Contractor is an independent contractor or business entity that is: (i) free from the control and direction of Owner in connection with the performance of the Services, (ii) performing Services that are outside the usual course of Owner's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, Owner being interested only in the results obtained. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of Owner, and are not entitled to benefits of any kind or nature normally provided employees of Owner and/or to which Owner's employees are normally entitled including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Contractor's employees.

10. CONTRACTOR SUPERVISION: Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.

11. WORKERS: Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the Owner may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without Owner's written consent.

12. SUBCONTRACTORS: Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to Owner's approval. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work including, without limitation, all registration, indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to Owner for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and Owner.

13. SAFETY AND SECURITY: Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from Owner the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. TRENCH SHORING: If this Contract is in excess of $25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain Owner acceptance, in advance of excavation, of 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. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

15. EXCAVATIONS OVER FOUR FEET: If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify Owner, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site differing from those indicated; or (3) 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. Owner shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between Owner and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all Work to be performed under the contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

16. RESERVED.

17. GENERAL PERMIT FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION AND LAND DISTURBANCE ACTIVITIES: Contractor shall be responsible for and comply with the California State Water Resources Control Board requirements for storm water discharge, if applicable.

18. CLEAN UP: Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

19. PROTECTION OF WORK AND PROPERTY: Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without Owner's special instruction or authorization, is permitted to act at his discretion to prevent such threatened loss or injury.

20. FORCE MAJEURE: "Force Majeure" means any event or circumstance unknown at the time of contracting that is beyond the parties' control and makes performance of the contract impractical or impossible. The Party seeking to have its performance obligation(s) excused must demonstrate that there was such an insuperable interference occurring without the party's intervention as could not have been prevented by the exercise of prudence, diligence, and care, by providing prompt notice to the other Party, including full particulars of such event, of its inability to perform its obligations due to such event, following commencement of the claiming Party's inability to so perform its obligations. To the extent satisfying these conditions, Force Majeure events include the following: acts of God, war, civil unrest, epidemic, fire, smoke, volcanic eruption, earthquake, strike, unusually severe weather, flood, or shortage of transportation facilities, lock out, or commandeering of materials, product, plant, or

facilities by the government. Force Majeure shall not be based on a Party's financial inability to perform under this Agreement unless there exists extreme and unreasonable difficulty, expense, injury, or loss involved. A Force Majeure event does not include an act of negligence or intentional wrongdoing by a Party. Any Party claiming a Force Majeure event shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the Force Majeure event. Each Party shall use its best efforts to mitigate the effects of such Force Majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder.

21. CORRECTION OF ERRORS: Contractor shall perform, at its own cost and expense and without reimbursement from Owner, any work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the approved plans and specifications and the standard of care required herein. Schedule delays resulting from unauthorized work shall be Contractor's responsibility.

22. NO RELIEF FROM OBLIGATIONS BASED ON REVIEW BY OTHER PERSONS: Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by act(s) or omission(s) of Owner, Architect, Construction Manager, Project Inspector, or other entities having jurisdiction including, but not limited to, administration of the Contract, review of submittals, or by tests, observation, inspection, or permit/interconnection approvals.

23. OWNER'S RIGHT TO PERFORM WORK: If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, Owner, after **FORTY-EIGHT (48)** hours' written notice to the Contractor, may make good such deficiencies, without prejudice to any other remedy it may have including, but not limited to, the Owner hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the Owner shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or Owner may withhold those amounts from payment(s) otherwise due to Contractor.

24. ACCESS TO WORK: Owner representatives, Architect, and Project Inspector shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

25. OCCUPANCY: Owner reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

26. PAYMENT: On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after Owner's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. Owner may withhold or deduct from any payment an amount necessary to protect Owner from loss because of: (1) liquidated damages, if applicable, that have accrued as of the date of the application for payment; (2) any sums expended by Owner in performing any of Contractor's obligations under the Contract that Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) Contractor's unsatisfactory prosecution of the Work; (7) unauthorized deviations from the Contract; (8) Contractor's failure to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or Owner during the prosecution of the Work; (9) Contractor's erroneous or false estimates of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by Owner, incurred by the Owner for which Contractor is liable under the Contract; and (11) any other sums that Owner is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. Owner's failure to deduct any of these sums from a progress payment shall not constitute a waiver of Owner's right to such sums. Owner shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.

27. CHANGE IN SCOPE OF WORK AND ALLOWANCES:

27.1 Changes in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or

nature of the Work will not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by Owner. Contractor specifically understands, acknowledges, and agrees that Owner shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide Owner with all information requested to substantiate the cost of the change order and to inform Owner whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

27.2 Allowances. If there is an Allowance, then Contractor shall not bill for or be due any portion of an Allowance unless Owner has identified specific work, Contractor has submitted a price for that work or Owner has proposed a price for that work, Owner has accepted the cost for that work, and Owner has executed an Allowance Expenditure Directive incorporating that work. Allowance Expenditure Directives shall be based on Contractor's costs, without overhead and profit, for products, delivery, installation, labor, insurance, payroll, taxes, bonding and equipment rental will be included in Allowance Expenditure Directive authorizing expenditure of funds from the Allowance. No overhead and profit shall be added to the Allowance Expenditure Directive.

Any unused portion of the Allowance will revert to Owner documented by a deductive Change Order. Contractor authorizes Owner to execute a unilateral deductive Change Order at or near the end of the Project for all or any portion of the Allowance not allocated.

28. INDEMNIFICATION:

28.1 Contractor shall defend, indemnify, and save harmless, to the fullest extent permitted by law, Owner and each of its board members, officers, directors, representatives, agents, employees, and volunteers (Indemnitees), 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. Owner's rights and remedies, whether under the Contract or other applicable law, shall be cumulative and not subject to limitation. Contractor's obligations to defend, indemnify, and save harmless the Indemnities are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement. Owner shall have the right to accept or reject any legal representation that Contractor proposes to defend Owner.

28.2 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.

28.3 Pursuant to Public Contract Code section 9201, the Owner shall provide timely notification to Contractor of the receipt of any third-party claim relating to this Contract. The Owner shall be entitled to recover its reasonable costs incurred in providing said notification.

28.4 If the Indemnitees provide their own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse Indemnitees for any expenditures, including reasonable attorney's fees and costs.

28.5 Owner may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such suit, claims or actions for damages or until Owner has received written agreement from the Contractor that it will unconditionally defend the Indemnified Parties, and pay any damages due by reason of settlement or judgment.

28.6 The Contractor's defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of the Contract.

29. PAYMENT BOND AND **PERFORMANCE BOND:** Contractor shall not commence the Work until it has provided to Owner, in a form acceptable to Owner, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to Owner.

30. CONTRACTOR'S INSURANCE:

30.1 The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits not less than the amount indicated below. If Contractor normally carries insurance in an amount greater than the minimum amounts required by Owner, that greater amount shall become the minimum required amount of insurance for purposes of the Contract. Therefore, Contractor hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Contract.

Type of Coverage	**Minimum Requirement**
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Workers' Compensation	Statutory Limits
Employer's Liability	$ 1,000,000

30.1.1 Commercial General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, Owner, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by Owner.)

30.1.2 Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with California Labor Code section 3700, Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Contract are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

30.2 Proof of Insurance. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to Owner and approved by Owner. Certificates and insurance policies shall include the following:

30.2.1 A clause stating: "This policy shall not be canceled until notice has been mailed to Owner, stating date of cancellation. Date of cancellation shall not be less than thirty (30) days after date of mailing notice."

30.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.

30.2.3 An endorsement stating that Owner and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, and Employers' Liability Insurance.

30.2.4 All policies except the Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

30.2.5 An endorsement stating that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by Owner.

30.2.6 An endorsement stating that there shall be a waiver of any subrogation.

30.2.7 Contractor's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.

30.3 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 Owner.

31. WARRANTY/QUALITY: Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from recording the Notice of Completion with the County

32. CONFIDENTIALITY: The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Work to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract.

33. LIMITATION OF OWNER LIABILITY: Owner's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall Owner be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages including, but not limited to, lost profits or revenue, or lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

34. COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify Owner, in writing, and, at the sole option of Owner, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from Owner. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying Owner of the violation, Contractor shall bear all costs arising therefrom.

35. COVID-19 SAFETY REQUIREMENTS: Contractor shall, at its cost, timely comply with all applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic protocols.

36. LABOR CODE REQUIREMENTS: Contractor represents that Contractor and all Subcontractors shall not be presently debarred, suspended, proposed for disbarment, declared ineligible or excluded pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7. The Contractor shall comply with all applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1–5, commencing at Section 1720, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000). Copies of the prevailing rate of per diem wages are on file with the Owner or available online at http://www.dir.ca.gov/. In addition, the Contractor and each subcontractor shall comply with Section 1735, forbidding discrimination, and Sections 1776, 1777.5, and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

36.1 Registration: Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.

36.2 Registered Subcontractor List: Within 30 days of the award of contract or prior to commencing the Work under this Contract, whichever occurs first, Contractor shall provide Owner all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Company and all tiers of Subcontractors to enable Owner to provide notice to the Department of Industrial Relations (DIR) of the Contract (PWC-100 form). Contractor shall submit and maintain an updated Registered Subcontractor List including all Subcontractors of any tier furnishing labor, material, or equipment to the Project.

36.3 Certified Payroll Records: Contractor and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using California Department of Industrial Relations' (DIR) eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online directly to the DIR on no less than every 30 days while Work is being performed and within 30 days after the final day of Work performed on the Project, and within ten (10) days of any request by the Owner or Labor Commissioner at

http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html or current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Work.

36.4 Labor Compliance: Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

37. ANTI-DISCRIMINATION: Contractor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and all of its subcontractors. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

38. ANTI-TRUST CLAIM: Contractor and its subcontractor(s) agree to assign to Owner all rights, title, and interest in and to all causes of action they 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, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the Owner tenders final payment to the Contractor, without further acknowledgment by the parties.

39. CONTRACTOR CLAIMS: In the event of any demand by Contractor for (A) a time extension including, without limitation, for relief from damages or penalties for delay assessed by Owner under the Contract, (B) payment by Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to, or (C) an amount of payment disputed by Owner , the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part, 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are each attached hereto and incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements 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 Government Code as a condition precedent to the Contractor's right to bring a civil action against Owner . For purposes of those provisions, the running of the time within which a claim must be presented to the Owner shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Contractor and its subcontractors shall continue to perform the Work under the Contract, including the disputed work, and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by Owner's written agreement.

40. ATTORNEY FEES/COSTS: Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

41. TERMINATION: If Contractor fails to perform the Services and Contractor's duties to the satisfaction of Owner , or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, Owner shall have the right to terminate this Contract and/or Contractor's right to perform the Work of the Contract for cause effective immediately upon the Owner giving written notice thereof to the Contractor. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to Owner by reason of the Contractor's failure to perform and complete the Contract. Owner shall also have the right in its sole discretion to terminate the Contract and/or Contractor's right to perform the Work of the Contract for its own convenience upon Owner giving three (3) days' written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination. In the event termination for cause is determined to have not been for cause, the

termination shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

42. ASSIGNMENT OF CONTRACT: Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without Owner's prior written consent.

43. TIME IS OF THE ESSENCE: Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

44. CALCULATION OF TIME: For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.

45. GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in the County of Mariposa.

46. BINDING CONTRACT: This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.

47. OWNER WAIVER: Owner's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

48. CAPTIONS AND INTERPRETATIONS: Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.

49. INVALID TERM: If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

50. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

51. ENTIRE CONTRACT: This Contract sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.

52. NO ORAL MODIFICATIONS: No oral agreement or conversation with any officer, agent, or employee of Owner , either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

Public Contract Code section 9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity 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.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity 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.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their 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 public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.

Public Contract Code sections 20104 – 20104.6

§ 20104.

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2.

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the 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 the claimant submits his or her written claim pursuant to subdivision (a) 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.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by 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.

§ 20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

§ 20104.6.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

BID FORM AND PROPOSAL

To: Governing Board of the County of Mariposa ("Owner")

From: Full Signal Construction Inc.
(Proper Name of Bidder)

The undersigned declares that the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, have been read, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications ("Work") for the following project known as:

TRIANGLE ROAD STORM REPAIRS

("Project") and will accept in full payment for that Work the following total amount, all taxes included:

Three Hundred Fifty Nine Thousand Nine Hundred _____ dollars $ 359,900.

SUM OF ITEMS 1-12

Bidder acknowledges and agrees that the Base Bid accounts for any and all costs for Unit Prices.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Additional Detail Regarding Calculation of Base Bid

1. **Unit Prices**. The Bidder's Base Bid includes the following unit prices, which the Bidder must provide and Owner may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):

BASE BID

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Cost = Unit Price x Estimated Quantity (Included in Base Bid)
1	Mobilization	LS	1	27250	27250
2	Traffic Control	LS	1	10925	10925
3	Woody Debris Removal (Location No. 1)	LS	1	8250	8250
4	Excavation	CY	400	95	38000
5	Lean Concrete Base	CY	30	1500	45000
6	Blocks	EA	63	500	31500
7	36" CMP w/ Sand Bedding	LF	180	200	36000
8	Minor Concrete	CY	2	7500	15000
9	Backfill	CY	275	129	35475
10	Contractor Supplied Compaction Testing	LS	1	11500	11500
11	¼ Ton Rock	TON	250	308	77000
12	HMA	TON	60	400	24000

Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

2. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) as described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to Owner, and agrees that its Proposal, if accepted by Owner, will be the basis for the Bidder to enter into a contract with Owner in accordance with the intent of the Contract Documents.

3. The undersigned has notified Owner in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager or other official point of contact for Owner before Bid date to verify the issuance of any clarifying Addenda.

4. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all Work within the time specified in the Contract Documents.

5. **The liquidated damages clause of the Agreement is hereby acknowledged.**

6. It is understood that Owner reserves the right to reject this Bid and that the Bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.

7. The following documents are attached with this Bid Form and Proposal:

   - Bid Bond on Owner's form or other security
   - Registered Subcontractors List
   - Non-Collusion Declaration

8. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

9. Bidder acknowledges that the license required for performance of the Work is a 'A' General Engineering.

10. Bidder hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.

Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

2. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) as described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to Owner, and agrees that its Proposal, if accepted by Owner, will be the basis for the Bidder to enter into a contract with Owner in accordance with the intent of the Contract Documents.

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9. Bidder acknowledges that the license required for performance of the Work is a 'A' General Engineering.

10. Bidder hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.

11. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.

12. Bidder hereby certifies that its bid includes sufficient funds to permit Bidder to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Bidder will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.

13. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.

14. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to perform the Work adequately and safely with respect to such hazards.

15. Bidder expressly acknowledges that it is familiar with and capable of complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic protocols.

16. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), Owner will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

17. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to Owner that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 15th day of September 20 23

Name of Bidder Full Signal Construction Inc

Type of Organization Corporation/General Engineering Contractor

Signature Curt V. Valk

Print Name Curt Van Valkenburg

Title President

Address of Bidder 46750 Long View Ln West, Coarsegold Ca, 93614

11. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.

12. Bidder hereby certifies that its bid includes sufficient funds to permit Bidder to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Bidder will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.

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Furthermore, Bidder hereby certifies to Owner that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 14th day of September 20 23

Name of Bidder Full Signal Construction Inc

Type of Organization Corporation/General Engineering Contractor

Signature Curt Van Valkenburg

Print Name Curt Van Valkenburg

Title President

Address of Bidder 46750 Long View Ln West, Coarsegold Ca, 93614

Taxpayer's Identification No. of Bidder 20-8079589

Telephone Number 559 240-7202

Fax Number _____

E-mail fscurt@sti.net Web page _____

Contractor's License No(s): No.: 819510 Class: A Expiration Date: 5/31/2025

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: PW-LR-1001079396

END OF DOCUMENT

BID BOND

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, Full Signal Construction Inc, as Principal ("Principal"), and Great Midwest Insurance Company, as Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of California and authorized to do business as a surety in the State of California, are held and firmly bound unto the County of Mariposa ("Owner") of Mariposa County, State of California, as Obligee, in an amount equal to ten percent (10%) of the Base Bid plus alternates, in the sum of

Ten Percent of Bid Amount Dollars ($ 10% of Bid Amount)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to Owner for all Work specifically described in the accompanying bid for the following project: TRIANGLE ROAD STORM REPAIRS ("Project" or "Contract").

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the Contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of the Owner's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Owner and judgment is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If Owner awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duty executed by the Principal and Surety above named, on the 14th day of September, 2023.

Full Signal Construction Inc

Principal

By

Great Midwest Insurance Company

Surety

By Natalie Guillozet, Attorney-In-Fact

James G Parker Insurance Assoc

Name of California Agent of Surety

1753 E Fir Ave ; Fresno CA 93720

Address of California Agent of Surety

559-241-7848

Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

END OF DOCUMENT

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Daniel Peck, Darren Johnson, Natalie Guillozet, Caitlin Elsasser, Casey Cleveland, Guadalupe Zapien

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars ($10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

GREAT MIDWEST INSURANCE COMPANY

BY _____
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

NOTARY PUBLIC STATE OF TEXAS
CHRISTINA BISHOP
Notary Public, State of Texas
Comm. Expires 04-14-2025
Notary ID 131090488

BY _____
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 13th Day of September, 2023.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

BY _____
Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Fresno)

On 09-14-2023 before me, Jennifer Benavides, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Natalie Guillozet
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JENNIFER BENAVIDES
Notary Public - California
Fresno County
Commission # 2450631
My Comm. Expires Jun 18, 2027

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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DESIGNATED SUBCONTRACTORS LIST
(Public Contact Code Sections 4100-4114)

Bidder acknowledges and agrees that it must clearly set forth below the name, location and California contractor license number of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work or who will specially fabricate and install a portion of the Work according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent (0.5%) of Bidder's total Base Bid and the kind of Work that each will perform. Vendors or suppliers of materials only do not need to be listed.

Bidder acknowledges and agrees that, if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder must perform that portion itself or be subjected to penalty under applicable law. In case more than one subcontractor is named for the same kind of Work, state the portion of the kind of Work that each subcontractor will perform.

If alternate bid(s) is/are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the Base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Base Bid plus alternate(s).

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

NON-COLLUSION DECLARATION
To Be Executed By Bidder And Submitted With Bid
Public Contract Code Section 7106

The undersigned declares:

I am the President of Full Signal Construction Inc., the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 9/14/2023 [date], at Coarsegold [city], CA [state].

Date: 9/14/2023

Proper Name of Bidder: Full Signal Construction Inc.

Signature: Curt VanValkenburg

Print Name: Curt VanValkenburg

Title: President

END OF DOCUMENT

AGREEMENT FOR CONSTRUCTION SERVICES

AGREEMENT NUMBER _____

(See Separate Document)

END OF DOCUMENT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/22/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 CSIS Insurance Services 3315 Old Conejo Road Thousand Oaks CA 91320	CONTACT NAME: CSIS Insurance Services PHONE (A/C, No, Ext): (888) 501-2747 FAX (A/C, No): (805) 446-4881 E-MAIL ADDRESS: certificates@csisonline.com
INSURED Full Signal Construction, Inc 46750 Longview Lane West Coarsegold CA 93614	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: Clear Blue Specialty Insurance Company 37745 INSURER B: California Automobile Insurance Company 38342 INSURER C: StarStone National Insurance Company 25496 INSURER D: Falls Lake Fire & Casualty Company 15884 INSURER E: Underwriters at Lloyd's INSURER F: RLI Insurance Company 13056

COVERAGES CERTIFICATE NUMBER: Master as of 5/1/2023 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	Y	AR01-RS-2302275-02	5/1/2023	5/1/2024	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
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X	Y	BA040000058709	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Hired/borrowed	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0	X	Y	CSX00023388P-02	5/1/2023	5/1/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	FLA017056-03	5/1/2023	5/1/2024	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
E	Professional Liability			ANE226469623	5/1/2023	5/1/2024	Each Claim/Aggregate	$1,000,000
F	Installation Floater			ILM0710708	5/1/2023	5/1/2024	Any One Loss	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Mariposa Department of Public Works, Owner, and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are added as additional insured as required by written contract in respects to General Liability and Auto Liability, per attached. The General Liability policy evidenced herein is Primary & Non-Contributory where required by written contract with the named insured. A Waiver of Subrogation is granted in favor of the additional insured with respects to General Liability, Auto Liability and Workers' Compensation in accordance with the policy's provisions, per attached. This policy shall not be canceled until notice has been mailed to Owner, stating date of

CERTIFICATE HOLDER

County of Mariposa
Department of Public Works
Attn: Claudia Gonzales
4639 Ben Hur Road
Mariposa, CA 95338

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Steve Fike/SFIKE

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BOND NUMBER GM228446

Bond Premium: $7,198.00

AIA DOCUMENT A312-2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)
Full Signal Construction Inc
46750 Longview Ln
Coarsegold CA 93614

SURETY:
(Name, legal status and principal place of business)
Great Midwest Insurance Company
800 Gessner Rd Ste 600
Houston, TX 77024

OWNER:
(Name, legal status and address)
Mariposa County Public Works
4639 Ben Hur Rd
Mariposa CA 95338

CONSTRUCTION CONTRACT
Date: 09/25/2023

Amount: $359,900.00

Description: *(Name and Location)* Triangle Road Storm

BOND
Date: 09/25/2023

Amount: $359,900.00

Modifications to this Bond: ☑ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Full Signal Construction Inc

X: _____
Name and Title: CURT VAN VALKENBURG, PRESIDENT

SURETY
Company: *(Corporate Seal)*
Great Midwest Insurance Company

X: _____
Name and Title: Guadalupe Zapien, Attorney-In-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

*(FOR INFORMATION ONLY—*Name, Address and telephone
AGENT or BROKER:

OWNER'S REPRESENTATIVE:
(Architect, Engineer or Other Party)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract:

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

X:_____
Name and Title:

SURETY
Company: *(Corporate Seal)*

X: _____
Name and Title:

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Daniel Peck, Darren Johnson, Natalie Guillozet, Caitlin Elsasser, Casey Cleveland, Guadalupe Zapien

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars ($10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

GREAT MIDWEST INSURANCE COMPANY

BY _____
Mark W. Haushill
President

GREAT MIDWEST INSURANCE COMPANY CORPORATE SEAL TEXAS CORPORATION

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

CHRISTINA BISHOP
Notary Public, State of Texas
Comm. Expires 04-14-2025
Notary ID 131090488

BY _____
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 25th Day of September, 2023.

GREAT MIDWEST INSURANCE COMPANY CORPORATE SEAL TEXAS CORPORATION

BY _____
Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Fresno)

On 09-25-2023 before me, Jennifer Benavides, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Guadalupe Zapien
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

JENNIFER BENAVIDES
Notary Public - California
Fresno County
Commission # 2450631
My Comm. Expires Jun 18, 2027

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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BOND NUMBER GM228446
Bond Premium: Included in Performance Bond

AIA DOCUMENT A312-2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)
Full Signal Construction Inc
46750 Longview Ln
Coarsegold CA 93614

SURETY:
(Name, legal status and principal place of business)
Great Midwest Insurance Company
800 Gessner Rd Ste 600
Houston, TX 77024

OWNER:
(Name, legal status and address)
Mariposa County Public Works
4639 Ben Hur Rd
Mariposa CA 95338

CONSTRUCTION CONTRACT
Date: 09/25/2023

Amount: $359,900.00

Description: *(Name and Location)* Triangle Road Storm

BOND
Date: 09/25/2023

Amount: $359,900.00

Modifications to this Bond: ☑ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Full Signal Construction Inc

X: _____
Name and Title:
CURT VAN VALKENBURG, PRESIDENT

SURETY
Company: *(Corporate Seal)*
Great Midwest Insurance Company

X: _____
Name and Title: Guadalupe Zapien, Attorney-In-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

*(FOR INFORMATION ONLY—*Name, Address and telephone
AGENT or BROKER:

OWNER'S REPRESENTATIVE:
(Architect, Engineer or Other Party)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered
defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

.1 the name of the Claimant;
.2 the name of the person for whom the labor was done, or materials or equipment furnished;
.3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
.4 a brief description of the labor, materials or equipment furnished;
.5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
.6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
.7 the total amount of previous payments received by the Claimant; and
.8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor. materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
X:_____		X: _____	
Name and Title:		Name and Title:	

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Daniel Peck, Darren Johnson, Natalie Guillozet, Caitlin Elsasser, Casey Cleveland, Guadalupe Zapien

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars ($10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

GREAT MIDWEST INSURANCE COMPANY

BY _____
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

NOTARY PUBLIC STATE OF TEXAS
CHRISTINA BISHOP
Notary Public, State of Texas
Comm. Expires 04-14-2025
Notary ID 131090488

BY _____
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 25th Day of September, 2023.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

BY _____
Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Fresno)

On 09-25-2023 before me, Jennifer Benavides, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Guadalupe Zapien
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JENNIFER BENAVIDES
Notary Public - California
Fresno County
Commission # 2450631
My Comm. Expires Jun 18, 2027

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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"General Decision Number: CA20230018 09/01/2023

Superseded General Decision Number: CA20220018

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)(2)-(60).

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 $16.20 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 2023.
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 $12.15 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 2023.

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

protections under the Executive Orders is available at
http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	01/20/2023
3	02/10/2023
4	02/24/2023
5	03/03/2023
6	03/10/2023
7	03/17/2023
8	03/31/2023
9	04/07/2023
10	04/14/2023
11	04/21/2023
12	06/02/2023
13	06/09/2023
14	06/23/2023
15	06/30/2023
16	07/14/2023
17	07/28/2023
18	08/11/2023
19	08/18/2023
20	08/25/2023
21	09/01/2023

ASBE0016-004 01/01/2021

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	$ 30.45	10.60
Area 2	$ 36.53	9.27

ASBE0016-008 02/01/2023

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	$ 80.91	23.82
Area 2	$ 62.26	23.82

BOIL0549-001 01/01/2021

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: REMAINING COUNTIES

	Rates	Fringes
BOILERMAKER		
Area 1	$ 49.62	41.27
Area 2	$ 45.60	38.99

BRCA0003-001 08/01/2022

	Rates	Fringes
MARBLE FINISHER	$ 39.20	18.31

BRCA0003-003 08/01/2022

	Rates	Fringes
MARBLE MASON	$ 56.98	28.54

BRCA0003-005 05/01/2022

	Rates	Fringes
BRICKLAYER		
(1) Fresno, Kings, Madera, Mariposa, Merced	$ 47.88	23.29
(7) San Francisco, San Mateo	$ 53.69	26.03
(8) Alameda, Contra Costa, San Benito, Santa Clara	$ 53.61	23.81
(9) Calaveras, San Joaquin, Stanislaus, Toulumne	$ 45.12	21.55
(16) Monterey, Santa Cruz	$ 50.78	25.42

BRCA0003-008 07/01/2022

	Rates	Fringes
TERRAZZO FINISHER	$ 41.93	18.98
TERRAZZO WORKER/SETTER	$ 56.84	27.53

BRCA0003-011 04/01/2022

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	$ 33.86	17.54
Area 2	$ 30.90	17.67
Area 3	$ 29.89	16.80
Tile Layer		
Area 1	$ 55.41	20.50
Area 2	$ 50.66	20.40
Area 3	$ 45.76	19.92

CARP0022-001 07/01/2021

San Francisco 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

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

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

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 07/01/2021

San Mateo 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

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 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, 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 12/01/2021

SAN FRANCISCO COUNTY

	Rates	Fringes

Sound & Communications

Installer	$ 48.43	3%+23.15
Technician	$ 55.69	3%+23.15

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.

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 06/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 88.25	3%+42.315

ELEC0100-002 03/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 43.50	27.655

ELEC0100-005 12/01/2022

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer	$ 38.24	23.80
Technician	$ 47.80	24.08

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

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 12/26/2022

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone A	$ 60.91	29.43
Zone B	$ 67.00	29.61

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 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 12/01/2022

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 46.64	25.30
Technician	$ 53.64	25.51

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 06/01/2023

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 95.65	44.42
ELECTRICIAN	$ 83.17	44.045

FOOTNOTES: Work under compressed air or where gas masks are required, orwork on ladders, scaffolds, stacks, ""Bosun's 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 12/01/2022

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 51.18	25.435
Technician	$ 58.86	25.666

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 06/01/2023

ALAMEDA COUNTY

	Rates	Fringes

CABLE SPLICER.....$ 80.73 3%+42.87
ELECTRICIAN.....$ 70.20 3%+42.87

ELEC0595-002 12/01/2022

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 53.34	7.75%+25.88
ELECTRICIAN		
(1) Tunnel work	$ 46.67	7.75%+25.88
(2) All other work	$ 44.45	7.75%+25.88

ELEC0595-006 12/01/2022

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 51.18	3%+23.90
Technician	$ 58.86	3%+23.90

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 12/01/2022

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 40.88	3%+23.90
Technician	$ 47.01	3%+23.90

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 06/01/2023

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 78.00	45.88

ELEC0617-003 12/01/2022

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 51.18	25.44
Technician	$ 58.86	25.67

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 06/01/2023

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 46.00	3%+27.68

CABLE SPLICER = 110% of Journeyman Electrician

ELEC0684-004 12/01/2021

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 38.24	23.80
Technician	$ 43.98	23.97

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.

ELEC1245-001 06/01/2022

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer	$ 64.40	22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment)	$ 50.00	21.30
(3) Groundman	$ 38.23	20.89
(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 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC	$ 77.61	37.335+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
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		
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 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 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

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

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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

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:
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 08/01/2022

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman	$ 55.15	35.46
(2) Dredge Dozer; Heavy duty repairman	$ 50.19	35.46
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 49.07	35.46
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 45.77	35.46
AREA 2:		
(1) Leverman	$ 57.15	35.46
(2) Dredge Dozer; Heavy duty repairman	$ 52.19	35.46

(3) Booster Pump
Operator; Deck
Engineer; Deck mate;
Dredge Tender; Winch
Operator.....$ 51.07 35.46
(4) Bargeman; Deckhand;
Fireman; Leveehand; Oiler..$ 47.77 35.46

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:

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
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 06/29/2020

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1	$ 39.95	30.28
AREA 2	$ 41.95	30.28
GROUP 2		
AREA 1	$ 36.35	30.28
AREA 2	$ 38.35	30.28
GROUP 3		
AREA 1	$ 31.74	30.28
AREA 2	$ 33.74	30.28

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

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
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

ALAMEDA, CONTRA COSTA, SAN MATEO, SANTA CLARA COUNTIES

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 41.28	25.66
Ornamental, Reinforcing and Structural	$ 49.88	34.30

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

IRON0377-003 01/01/2023

SAN FRANCISCO CITY and COUNTY

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 41.28	25.66
Ornamental, Reinforcing and Structural	$ 50.38	34.30

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 01/01/2023

REMAINING COUNTIES

	Rates	Fringes
IRONWORKER		
Fence Erector	$ 41.28	25.66
Ornamental, Reinforcing and Structural	$ 46.20	34.30

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

LABO0067-006 06/26/2023

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	$ 36.50	28.34
Area 2	$ 35.50	28.34

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 06/27/2022

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 35.01	25.49
Traffic Control Person I	$ 35.31	25.49
Traffic Control Person II	$ 32.81	25.49

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 07/01/2022

SAN JOAQUIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 35.29	25.21

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 06/25/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS)		
Construction Specialist Group	$ 30.49	23.20
GROUP 1	$ 29.79	23.20
GROUP 1-a	$ 30.01	23.20
GROUP 1-c	$ 29.84	23.20
GROUP 1-e	$ 30.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 29.64	23.20
GROUP 3	$ 29.54	23.20
GROUP 4	$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS)		
(1) New Construction	$ 29.54	23.20
(2) Establishment Warranty Period	$ 23.23	23.20
LABORER (GUNITE)		
GROUP 1	$ 29.75	22.31
GROUP 2	$ 29.25	22.31
GROUP 3	$ 28.66	22.31
GROUP 4	$ 28.54	22.31
LABORER (WRECKING)		
GROUP 1	$ 29.79	23.20
GROUP 2	$ 29.64	23.20

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 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 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 07/01/2022

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	$ 38.02	28.25

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0261-003 06/28/2021

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	$ 34.48	26.21
Traffic Control Person I....	$ 34.78	26.21
Traffic Control Person II...	$ 32.28	26.21

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 06/25/2018

SAN FRANCISCO, AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 31.49	23.20
GROUP 1	$ 30.79	23.20
GROUP 1-a	$ 31.01	23.20
GROUP 1-c	$ 30.84	23.20
GROUP 1-e	$ 31.34	23.20
GROUP 1-f	$ 31.37	23.20
GROUP 2	$ 30.64	23.20
GROUP 3	$ 30.54	23.20
GROUP 4	$ 24.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 30.54	23.20
(2) Establishment Warranty Period	$ 24.23	23.20
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 30.79	23.20
GROUP 2	$ 30.64	23.20
Laborers: (GUNITE - AREA A:)		
GROUP 1	$ 30.75	22.31
GROUP 2	$ 30.25	22.31
GROUP 3	$ 29.66	22.31
GROUP 4	$ 29.54	22.31

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 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 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)

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK	$ 36.05	27.12

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 07/01/2022

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER	$ 40.48	30.23

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0270-003 06/28/2021

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	$ 34.48	26.21
Area B	$ 33.48	26.21
Traffic Control Person I		
Area A	$ 34.78	26.21
Area B	$ 33.78	26.21
Traffic Control Person II		
Area A	$ 32.28	26.21
Area B	$ 31.28	26.21

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); 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 07/01/2022

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 35.29	25.21

LABO0270-007 06/25/2018

MONTEREY, SAN BENITO, AND SANTA CRUZ, COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B)		
Construction Specialist Group	$ 30.40	23.20
GROUP 1	$ 29.79	23.20
GROUP 1-a	$ 30.01	23.20
GROUP 1-c	$ 29.84	23.20
GROUP 1-e	$ 30.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 29.64	23.20
GROUP 3	$ 29.54	23.20
GROUP 4	$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B)		
(1) New Construction	$ 29.54	23.20
(2) Establishment Warranty Period	$ 23.23	23.20
LABORER (GUNITE - AREA B)		
GROUP 1	$ 29.75	22.31
GROUP 2	$ 29.25	22.31

GROUP 3	$ 28.66	22.31
GROUP 4	$ 28.54	22.31
LABORER (WRECKING - AREA B)		
GROUP 1	$ 29.79	23.20
GROUP 2	$ 29.64	23.20

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 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 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)

LABO0270-010 06/25/2018

SANTA CLARA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 31.49	23.20
GROUP 1	$ 30.79	23.20
GROUP 1-a	$ 31.01	23.20
GROUP 1-c	$ 30.84	23.20
GROUP 1-e	$ 31.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 30.64	23.20
GROUP 3	$ 30.54	23.20
GROUP 4	$ 24.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 30.54	23.20
(2) Establishment Warranty Period	$ 24.23	23.20
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 30.75	22.31
GROUP 2	$ 30.25	22.31
GROUP 3	$ 29.66	22.31
GROUP 4	$ 29.54	22.31
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 30.79	23.20

GROUP 2.....$ 30.64 23.20

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 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 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)

LABO0270-011 07/01/2022

MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	$ 39.23	29.59

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0294-001 07/01/2022

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	$ 35.29	25.21

LABO0294-002 06/28/2021

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	$ 33.48	26.21
Traffic Control Person I....	$ 33.78	26.21
Traffic Control Person II...	$ 31.28	26.21

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

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 06/25/2018

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 30.49	23.20
GROUP 1	$ 29.79	23.20
GROUP 1-a	$ 30.01	23.20
GROUP 1-c	$ 29.84	23.20
GROUP 1-e	$ 30.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 29.64	23.20
GROUP 3	$ 29.54	23.20
GROUP 4	$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE		

LABORERS - AREA B:)

(1) New Construction	$ 29.54	23.20
(2) Establishment Warranty Period	$ 23.23	23.20

LABORER (GUNITE - AREA B:)

GROUP 1	$ 29.75	22.31
GROUP 2	$ 29.25	22.31
GROUP 3	$ 28.66	22.31
GROUP 4	$ 28.54	22.31

LABORER (WRECKING - AREA B:)

GROUP 1	$ 29.79	23.20
GROUP 2	$ 29.64	23.20

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 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 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)

LABO0294-010 07/01/2022

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender	$ 38.02	28.25

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0294-011 07/01/2022

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 38.02	28.25

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0304-002 06/28/2021

ALAMEDA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 34.48	26.21
Traffic Control Person I	$ 34.78	26.21
Traffic Control Person II	$ 32.28	26.21

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

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 06/25/2018

ALAMEDA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		

LABORERS - AREA A:)

Construction Specialist Group	$ 31.49	23.20
GROUP 1	$ 30.79	23.20
GROUP 1-a	$ 31.01	23.20
GROUP 1-c	$ 30.84	23.20
GROUP 1-e	$ 31.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 30.64	23.20
GROUP 3	$ 30.54	23.20
GROUP 4	$ 24.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE

LABORERS - AREA A:)

(1) New Construction	$ 30.54	23.20
(2) Establishment Warranty Period	$ 24.23	23.20

LABORER (GUNITE - AREA A:)

GROUP 1	$ 30.75	22.31
GROUP 2	$ 30.25	22.31
GROUP 3	$ 29.66	22.31
GROUP 4	$ 29.54	22.31

LABORER (WRECKING - AREA A:)

GROUP 1	$ 30.79	23.20
GROUP 2	$ 30.64	23.20

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 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 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 07/01/2022

ALAMEDA COUNTY

	Rates	Fringes
Brick Tender	$ 36.05	27.12

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 07/01/2022

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender	$ 40.48	30.23

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0324-002 06/28/2021

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 34.48	26.21
Traffic Control Person I	$ 34.78	26.21
Traffic Control Person II	$ 32.28	26.21

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 06/25/2018

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 31.49	23.20
GROUP 1	$ 30.79	23.20
GROUP 1-a	$ 31.01	23.20
GROUP 1-c	$ 30.84	23.20
GROUP 1-e	$ 31.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 1-g	$ 30.99	23.20
GROUP 2	$ 30.64	23.20
GROUP 3	$ 30.54	23.20
GROUP 4	$ 24.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 30.54	23.20
(2) Establishment Warranty Period	$ 24.23	23.20
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 30.75	22.31
GROUP 2	$ 30.25	22.31
GROUP 3	$ 29.66	22.31
GROUP 4	$ 29.54	22.31
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 30.79	23.20
GROUP 2	$ 30.64	23.20

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 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 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 07/01/2022

CONTRA COSTA COUNTY:

	Rates	Fringes
Brick Tender	$ 36.05	27.12

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 07/01/2022

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender	$ 40.48	30.23

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1130-002 06/28/2021

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 33.48	26.21
Traffic Control Person I	$ 33.78	26.21
Traffic Control Person II	$ 31.28	26.21

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 06/26/2017

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 36.60	24.83
GROUP 2	$ 36.37	24.83
GROUP 3	$ 36.12	24.83
GROUP 4	$ 35.67	24.83
GROUP 5	$ 35.13	24.83
Shotcrete Specialist	$ 37.12	24.83

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

LABO1130-005 07/01/2022

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 35.29	25.21

LABO1130-007 06/25/2018

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 30.49	23.20
GROUP 1	$ 29.79	23.20
GROUP 1-a	$ 30.01	23.20
GROUP 1-c	$ 29.84	23.20
GROUP 1-e	$ 30.34	23.20
GROUP 1-f	$ 29.37	23.20
GROUP 2	$ 29.64	23.20
GROUP 3	$ 29.54	23.20

GROUP 4.....$ 23.23 23.20
See groups 1-b and 1-d under laborer classifications.
LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA B:)
(1) New Construction.....$ 29.54 23.20
(2) Establishment Warranty
Period.....$ 23.23 23.20
LABORER (GUNITE - AREA B:)
GROUP 1.....$ 29.75 22.31
GROUP 2.....$ 29.25 22.31
GROUP 3.....$ 28.66 22.31
GROUP 4.....$ 28.54 22.31
LABORER (WRECKING - AREA B:)
GROUP 1.....$ 29.79 23.20
GROUP 2.....$ 29.64 23.20

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

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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:
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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)

LABO1130-008 07/01/2022

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender	$ 38.02	28.25

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1130-009 07/01/2022

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 38.02	28.25

Work on a swing stage scaffold: $1.00 per hour additional.

PAIN0016-001 01/01/2023

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:	$ 47.42	27.28

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]

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 07/01/2023

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 01/01/2023

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	$ 55.25	32.63

PAIN0016-015 01/01/2023

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PAINTER		
Brush	$ 38.23	22.05

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 01/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER	$ 51.04	27.28

PAIN0169-001 01/01/2023

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER	$ 44.33	28.88

PAIN0169-005 01/01/2023

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER	$ 55.77	32.45

PAIN0294-004 01/01/2023

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller	$ 32.99	21.30
Drywall Finisher/Taper	$ 47.11	28.99

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 01/01/2023

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER	$ 43.15	33.72

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
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 01/01/2023

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER	$ 46.24	25.96

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 07/01/2022

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)	$ 82.00	48.18

PLUM0038-005 07/01/2022

SAN FRANCISCO COUNTY

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter)	$ 69.70	33.15

PLUM0062-001 07/01/2023

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 51.00	40.10

PLUM0159-001 07/01/2022

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration	$ 56.93	41.04
(2) All other work	$ 62.12	45.24

PLUM0246-001 01/01/2023

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 46.95	38.59

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* 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 07/01/2022

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY	$ 72.00	45.70
PLUMBER, PIPEFITTER, STEAMFITTER		
ALAMEDA COUNTY	$ 72.00	45.70

PLUM0355-004 07/01/2022

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	$ 32.22	17.55

PLUM0393-001 07/01/2021

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 68.76	46.63

PLUM0442-001 07/01/2023

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 51.90	35.64

PLUM0467-001 07/01/2021

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter	$ 73.10	38.61

ROOF0027-002 01/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER	$ 41.31	15.31

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.

ROOF0040-002 08/01/2022

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER	$ 49.83	21.14

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* ROOF0081-001 08/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer	$ 52.47	22.31

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* ROOF0081-004 08/01/2023

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
ROOFER	$ 46.73	21.36

ROOF0095-002 08/01/2022

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

	Rates	Fringes
ROOFER		
Bitumastic, Enameler, Coal Tar, Pitch and Mastic worker	$ 55.16	20.82
Journeyman	$ 51.16	20.82
Kettle person (2 kettles)	$ 53.16	20.82

SFCA0483-001 01/01/2023

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE)	$ 72.59	36.95

SFCA0669-011 04/01/2023

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SPRINKLER FITTER	$ 44.32	27.25

SHEE0104-001 07/01/2020

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA CLARA

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 07/01/2022

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 36.95	31.14
GROUP 2	$ 37.25	31.14
GROUP 3	$ 37.55	31.14
GROUP 4	$ 37.90	31.14
GROUP 5	$ 38.25	31.14

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 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 ($16.20) or 13658 ($12.15). Please see the Note at the top of the wage determination for more information.

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) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of 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. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is

based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write 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 the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write 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 by 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

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-558

MEETING: October 10, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Adopt a Resolution Authorizing the Director of Public Works and Transportation to Execute Program Supplement Agreements for State Funds under Master Agreement No. 10-5940S21(Subject to Approval as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Authorizing the Director of Public Works and Transportation to Execute Program Supplement Agreements for State Funds under Master Agreement No. 10-5940S21(Subject to Approval as to Legal Form by County Counsel)

The County executed an updated State-Only Master Agreement with Caltrans in 2021. The Master Agreement establishes the general terms and conditions that must be met to receive funding. Every project receives a Program Supplemental Agreement (PSA) that identifies the types and amounts of funding and any special covenants or clauses that are project-specific. No reimbursements can be made until the PSA for the project has been fully executed.

The Public Works Department continuously seeks efficiencies so it can provide better services to its communities. Returning to the Board to execute every PSA is a time-consuming and unnecessary process. Many agencies have authorized their Public Works Directors to execute PSAs to avoid delays in project implementation. The Board will continue to have opportunities to review and approve each project at multiple stages, including project initiation, environmental review, adoption of plans & specifications, authorization to bid and award construction, and at each annual budget review.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Historically, the Board has empowered the Director to execute individual program agreements. On November 18, 1997, the Board adopted Resolution 97-432, a resolution authorizing the Public Works Director to execute PSAs for a prior Master Agreement. PWD seeks to revive a forgotten process.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and each PSA will continue to require individual Board approval. Staff will continue to agendize items that are ministerial in nature.

FINANCIAL IMPACT

There is no financial impact associated with this resolution.

ATTACHMENTS

1. **PSA Resolution**

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-558

MEETING: October 10, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Adopt a Resolution Authorizing the Director of Public Works and Transportation to Execute Program Supplement Agreements for State Funds under Master Agreement No. 10-5940S21(Subject to Approval as to Legal Form by County Counsel)

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Do not approve and each PSA will continue to require individual Board approval. Staff will continue to agendize items that are ministerial in nature.

FINANCIAL IMPACT

There is no financial impact associated with this resolution.

ATTACHMENTS

1. **PSA Resolution**

VOTE RESULT

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

MARIPOSA COUNTY
Resolution Number 23-____

RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC WORKS AND TRANSPORTATION TO EXECUTE ALL PROGRAM SUPPLEMENTS REQUIRED BY ADMINISTERING AGENCY STATE MASTER AGREEMENT NO. 10-5940S21

WHEREAS, the Legislature of the State of California has enacted legislation by which certain State funds are made available for use on local transportation related projects of public entities qualified to act as recipients of these State funds; and

WHEREAS, Master Agreement No. 10-5940S21 was entered into with the California Department of Transportation (Caltrans) effective September 15, 2021. This agreement provides for the County to receive reimbursements for such State funded projects; and

WHEREAS, under Master Agreement No. 10-5940S21, project-specific Program Supplements are issued, and these Program Supplements constitute the contractual basis for Caltrans to reimburse the County for State funded transportation projects.

NOW THEREFORE BE IT RESOLVED, that the Mariposa County Board of Supervisors hereby authorizes the Director of Public Works and Transportation to execute all Program Supplement Agreements and other necessary documents required by Master Agreement No. 10-5940S21

PASSED AND ADOPTED by the Board of Supervisors this ____day of _____,2023 by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAIN:

COUNTY OF MARIPOSA

_____
Miles Menetrey, Chair
Board of Supervisors

COUNTERSIGNED:
(Government Code §25103)

APPROVED AS TO FORM:

_____
Danielle Bondshu
Clerk of the Board

_____
Steven W. Dahlem
County Counsel

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-559

MEETING: October 10, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve an Agreement with JS West to Supply Liquid Propane to Various Facilities Throughout the County for a three-year term; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with JS West to Supply Liquid Propane to Various Facilities Throughout the County for a three-year term; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Public Works issued an RFP and advertised between July 12th and August 10, 2023, and received a total of two bids, with the lowest responsible bidder being JS West.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Public Works has entered in prior agreements and has been extremely satisfied with the service and pricing by JS West.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, the County will be without a contract for liquid propane gas delivery.

FINANCIAL IMPACT

N/A

ATTACHMENTS

1. **JS West**

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-559

MEETING: October 10, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve an Agreement with JS West to Supply Liquid Propane to Various Facilities Throughout the County for a three-year term; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with JS West to Supply Liquid Propane to Various Facilities Throughout the County for a three-year term; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Public Works issued an RFP and advertised between July 12th and August 10, 2023, and received a total of two bids, with the lowest responsible bidder being JS West.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Public Works has entered in prior agreements and has been extremely satisfied with the service and pricing by JS West.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, the County will be without a contract for liquid propane gas delivery.

FINANCIAL IMPACT

N/A

ATTACHMENTS

1. **JS West**

VOTE RESULT

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

AGREEMENT FOR THE SUPPLY OF LIQUID PROPANE GAS TO COUNTY FACILITIES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20__, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County", and JS West and Companies 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 November 2, 2023, and terminate on November 1, 2026, unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform the supply of liquid propane gas 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 the market base (BPN) Apex Energy – San Joaquin Valley region price per gallon plus contractor's differential of $0.3100 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Jeff Price, Vice President
JW West and Companies
501 9th Street
Modesto, CA 95353

COUNTY:
Melinda Rice
County of Mariposa
4639 Ben Hur Road
Mariposa, CA 95338

12. COMPLIANCE

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

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Jeff Price, Vice President JS West and Companies
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Exhibit A
SCOPE OF WORK

COUNTY OF MARIPOSA
PUBLIC WORKS DEPARTMENT

REQUEST FOR PROPOSALS (RFP)
LIQUID PETROLEUM GAS

Issued July 12, 2023

Proposals may be mailed, delivered, or emailed to:

Ronnie Sanches, Facilities Maintenance Supervisor
Department of Public Works
4639 Ben Hur Road Mariposa, CA 95338
rsanches@mariposacounty.org

Deadline for Submission of Proposals:
August 10, 2023 @ 2:00 PM

SCOPE:

Bids will be received at the Public Works Counter, 4639 Ben Hur Rd. Mariposa CA 95338 until 2:00 p.m. August 10, 2023. A contract is anticipated to be issued September 12, 2023.

The period of time covered by this bid proposal shall be three years. This contract may be extended by mutual agreement in one year increments up to two times.

The County will award both regions together to one bidder. The County reserves the right to waive minor irregularities and to reject any and all bids.

PRICE:

Proposed prices shall include all costs to provide LPG as required by, and in accordance with the Bid Sheet, excluding taxes.

Total Price per Gallon includes delivery and dispensing of fuel to destination, overhead, profit, and other costs.

It is understood, the delivered price for LPG will fluctuate. However, fluctuations are limited to changes in the base price. The margins identified in the Bid must remain constant throughout the term of the contract.

At the Contract effective date, if there is a change in contractors, both contractors will read the quantity of gas and the new contractor will deliver or credit the same quantity of LPG to the previous contractor and invoice the County. Removal of current contractor-owned tanks and replacement of new contractor-owned tanks will be scheduled to avoid a disruption of service. The bid proposal includes checking and lighting pilot lights in case of a service interruption.

Contract award is based on Unit Price. An award resulting from the RFP will be made without discrimination on any basis prohibited under State and Federal law.

REGULAR DELIVERY REQUIREMENTS:

Contractor agrees to deliver LPG during regular working hours, 7:30 a.m. to 4:00 p.m., Monday through Friday, except County observed holidays. Delivery and control of inventory to be on an "As Needed" basis or before tanks decrease to 1/3 of their capacity.

EMERGENCY DELIVERY REQUIREMENTS:

Services must be available and be provided 24 hours a day, 7 days a week, and 365 days per year. Emergency deliveries are not anticipated, however, in the event of an emergency its understood there are additional charges for delivery. These charges are a non-award factor.

DELIVERY LOCATIONS:

Typically, many of the delivery locations are semi-remote, and access may only be possible over narrow, winding, unpaved roads. These roads may often limit delivery to trucks without trailers and in some instances, smaller-than-normal trucks may be required. During the winter or periods of inclement weather, making deliveries may be especially difficult. Lack of familiarity with a delivery location will in no way relieve a contractor from his responsibility to fulfill a contract in full accordance with the terms and conditions of this bid.

Approved
As to Form
County Counsel

DELIVERY EQUIPMENT:

Contractor will be required to make deliveries at the time specified in vehicles suitable for each individual location. These vehicles shall be equipped as required by applicable laws, rules, or regulations with all components such as connectors and hoses of the proper size, length, etc., necessary to successfully complete delivery. All delivery vehicles and/or trailers must have accurate metering equipment to enable County personnel to verify quantities delivered.

INVOICING REQUIREMENTS:

The contractor shall render invoices as instructed by the County Public Works Department. Prices shall be itemized showing the base price and the total price per gallon. State sales and/or use tax shall be added to the invoice. Invoices must be separate and itemized per County Department and reflect the tank number and location. Payment for services will be made at monthly intervals and will be based upon LPG provided at the close of the billing period. Contractor can expect payment within 30 days of invoice receipt.

TEMPERATURE CORRECTION DISALLOWED:

Temperature correction of delivered products will not be allowed. Invoices and payments shall be for gross quantity (gallons) delivered (metered).

CONTRACTOR'S RESPONSIBILITY:

The Contractor shall perform all deliveries to County facilities in a safe and professional manner. Contractor's equipment shall be in good working order and all personnel shall be trained in safety measures to preclude accidents endangering County personnel or property.

Contractor shall have adequate equipment for delivery of goods on proposed contract.

Contractor shall have adequate office and personnel resources for responding to the County's needs, including telephone coverage weekdays during the hours of 8:00 a.m. through 5:00 p.m.

Contractor's equipment shall be compatible with the County's facilities.

INSURANCE

Contractor shall procure and maintain for the duration of the 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 the Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto, (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than **$5,000,000** per accident for bodily injury and property damage.

(3) Workers' Compensation insurance as required by the State of California, with Statutory Limits.

B. OTHER INSURANCE PROVISIONS

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

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

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

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

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

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a

lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

MODIFICATION OF CONTRACT:

Delivery sites may be changed, deleted, or added as deemed necessary by the Public Works Department, Facilities Division.

Any contract resulting from this bid may be modified in whole or in part upon mutual agreement of both parties. Such modification shall be in writing, signed and dated by authorized representatives of each party.

EXHIBIT B
COST PROPOSAL

BID SHEET

COUNTY OF MARIPOSA – LPG

MARIPOSA REGION

Market Base (BPN) Apex Energy – San Joaquin Valley region price per gallon $ 1.00 as of (date) August 9, 2023. Price per gallon based off San Joaquin South Valley Shafter posting.

Annual Tank Rental Fee:

Fleet Maintenance	4639 Ben Hur Rd, Mariposa	1,154	$ 0.00
Fleet Maintenance	4639 Ben Hur Rd, Mariposa	1,150	$ 0.00
Facilities Maintenance	4639 Ben Hur Rd, Mariposa	499	$ 0.00
Public Works Dept. Roads	4639 Ben Hur Rd, Mariposa	575	$ 0.00
Woodland Park/Hall	3415 Woodland Drive, Mariposa	250	$ 0.00
Darrah Park/Schoolhouse	5991 Darrah Rd, Mariposa	250	$ 0.00
Midpines Park/Hall	6364 Hwy 140, Midpines	250	$ 0.00
Government Center/Library	5100 Bullion St., Mariposa	1,154	$ 0.00
Probation Dept.	5091 Bullion St., Mariposa	1,000	$ 0.00
Health Department	5085 Bullion St, Mariposa	325	$ 0.00
Mariposa County Park	4998 County Park Way, Mariposa	287	$ 0.00
History Center	5119 Jessie St., Mariposa	287	$ 0.00
Catheys Valley Park	2820 Hwy 140, Catheys Valley	250	$ 0.00
Hornitos Park/Hall	2884 Bear Valley Rd., Hornitos	288	$ -- County Owned---

Price Above Weekly Advertised Posting $ .31

Total Price Per Gallon $ 1.31

Price Per Gallon in Writing

One dollar and 31 cents

COULTERVILLE REGION

Market Base (BPN) Apex Energy – San Joaquin Valley region price per gallon $ 1.00 as of (date) August 9, 2023 Price per gallon based off San Joaquin South Valley Shafter Posting

Annual Tank Rental Fee:

Coulterville WWTP	Mary Harrison Mine Rd, Coulterville	250	$ -- County Owned---
Coulterville Community Center	10327 Cemetery St., Coulterville	150	$ 1.00
Red Cloud Libray	10332C Fisk Rd., Greeley Hill	500	$ 1.00
Greeley Hill Senior Center	10332A Fisk Rd, Greeley Hill	500	$ 1.00

Price Above Weekly Advertised Posting $ .31

Total Price Per Gallon $ 1.31

Price Per Gallon in Writing

One dollar and 31 cents

OTHER COSTS

Tank installation/removal $ 0.00 per tank

SIGNATURE OF BIDDER WITH BUSINESS ADDRESS

THIS 9th DAY OF August, 2023.

SIGNATURE: _____

TITLE: VP of Propane Operations

BUSINESS NAME: JS West and Companies

ADDRESS: 501 9th Street

Modesto, CA 95354

TELEPHONE NO.: 209-577-3221

E-MAIL ADDRESS: jprice@jswest.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/07/2022

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
MARSH RISK & INSURANCE SERVICES
FOUR EMBARCADERO CENTER, SUITE 1100
CALIFORNIA LICENSE NO. 0437153
SAN FRANCISCO, CA 94111
Attn: SanFrancisco.certs@marsh.com / FAX: 212-948-0398
CN115203582-JSW-GAWU-22-23

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Fire Insurance Company	23035
INSURER B : N/A	N/A
INSURER C : Liberty Insurance Corporation	42404
INSURER D : Allied World National Assurance Company	10690
INSURER E :	
INSURER F :	

INSURED
J.S. West Milling Company
Attn: Amanda Silva
501 9th Street
Modesto, CA 95353

COVERAGES **CERTIFICATE NUMBER:** SEA-003186273-17 **REVISION NUMBER:** 7

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			TB2-641-445390-022	12/01/2022	12/01/2023	EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
							MED EXP (Any one person)	$	10,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	OTHER:							$	
A	AUTOMOBILE LIABILITY			AS2-641-445390-032	12/01/2022	12/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	X 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)	$	
	X MCS-90						Comp/Coll Ded.	$	25,000
D	X UMBRELLA LIAB X OCCUR			0311-6315	12/01/2022	12/01/2023	EACH OCCURRENCE	$	2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	2,000,000
	DED X RETENTION $ 10,000							$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WA7-64D-445390-012	12/01/2022	12/01/2023	X PER STATUTE OTH-ER		
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? [N] N/A						E.L. EACH ACCIDENT	$	1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: LP gas equipment and supply.
The County, its officers, officials, employees and volunteers are included as additional insureds where required by written contract. Waiver of subrogation applies where required by written contract. Waiver of subrogation applies for Workers Compensation where required by written contract.

CERTIFICATE HOLDER
Mariposa County
4639 Ben Hur Road
Mariposa, CA 95338

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

AUTHORIZED REPRESENTATIVE
Marsh Risk & Insurance Services

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-560

MEETING: October 10, 2023

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Ratify Letter of Concern for the California Public Utilities Commission (CPUC) Proposed and Alternate Proposed Decisions for Pacific Gas and Electric's (PG&E) 2023 General Rate Case

---

RECOMMENDATION AND JUSTIFICATION

Ratify Letter of Concern for the California Public Utilities Commission (CPUC) Proposed and Alternate Proposed Decisions for Pacific Gas and Electric's (PG&E) 2023 General Rate Case

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has sent similar letters in the past if it follows within the legislative platform. This letter does fall within the country's legislative platform.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The letter has been sent, if ratification is not approved, a retraction would need to be sent.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **CPUC Letter - to be ratified 10-10-23**

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-560

MEETING:	October 10, 2023
TO:	The Board of Supervisors
FROM:	Miles Menetrey, District V Supervisor
RE:	Ratify Letter of Concern for the California Public Utilities Commission (CPUC) Proposed and Alternate Proposed Decisions for Pacific Gas and Electric's (PG&E) 2023 General Rate Case

---

RECOMMENDATION AND JUSTIFICATION

Ratify Letter of Concern for the California Public Utilities Commission (CPUC) Proposed and Alternate Proposed Decisions for Pacific Gas and Electric's (PG&E) 2023 General Rate Case

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has sent similar letters in the past if it follows within the legislative platform. This letter does fall within the country's legislative platform.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The letter has been sent, if ratification is not approved, a retraction would need to be sent.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **CPUC Letter - to be ratified 10-10-23**

VOTE RESULT

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

Mariposa County Board of Supervisors

District 1 ... ROSEMARIE SMALLCOMBE
District 2 ..... SHANNON POE
District 3 ..... DANETTE TOSO
District 4 ..... WAYNE FORSYTHE
District 5 ..... MILES MENETREY

DALLIN KIMBLE
County Administrative Officer

DANIELLE BONDSHU
Clerk of the Board

P. O. Box 784
Mariposa, CA 95338
(209) 966-3222
(800) 736-1252
www.mariposacounty.org/board

October 4th, 2023

President Alice Reynolds
California Public Utilities Commission
505 Van Ness Ave,
San Francisco, CA 94102

Dear President Reynolds,

On behalf of Mariposa County, I am writing to express deep concern over the Commission's Proposed and Alternate Proposed Decisions for Pacific Gas and Electric's 2023 General Rate Case, specifically the extreme reductions in the company's plans to place 2,100 miles of power lines underground by 2026 to reduce wildfire risk.

Five of the ten most destructive wildfires in California's history have been caused by either utility or residential electrical equipment coming into contact with dry vegetation. As history has repeatedly shown, when these points of ignition spread to the dry, receptive fuel that is ubiquitous during California's traditional wildfire season, the results can truly be devastating.

Mariposa has not been spared from these past blazes, which is why our county leaders were pleased to find that PG&E planned to place more than 73 miles of electrical lines underground in high-fire threat areas as part of its 2023 General Rate Case proposal. PG&E selected these lines to be undergrounded based on a comprehensive risk level assessment and has worked closely with county leadership to ensure that our community is kept in the loop as the company begins this critical safety work.

In September, our community of Mariposa, which in the highest fire threat tier, was blindsided by the news that the CPUC was effectively scuttling that work, calling for a significant reduction in the number of line miles to be undergrounded. The 73 miles that were set to be undergrounded are now at risk.

Mariposa County will need to wait its turn, presumably until the next General Rate Case cycle.

The CPUC's decision to dramatically scale back the number of line miles to be undergrounded only extends this timeline or perhaps eliminates the possibility entirely that high-risk lines in our county will be placed underground.

This is simply unacceptable, particularly given the rapidly intensifying risk of climate-driven wildfire.

Last year was the second driest year in the last 128 years in our state. Wildland fires this year are also already trending above what was observed in 2022 (5,500 total fires in 2022, 5,200 already in 2023). Investing in undergrounding now is the most critical step PG&E and the CPUC can take to make our state safer.

Now, the CPUC, through the misguided Proposed Decision, is proposing that PG&E should underground as few as 50 miles of lines per year when there are hundreds of miles of high-risk powerlines across our county alone. While the Alternate Proposed Decision includes more miles for undergrounding, it still falls well short of what is needed to handle the well-documented risk posed by our changing climate.

Instead, the CPUC has asked that our residents continue to endure outages caused by the Enhanced Powerline Safety Settings (EPSS) and Public Safety Power Shutoff (PSPS) programs for years to come, leaving our community less safe as a result.

The CPUC's Proposed and Alternate Proposed Decisions also leave our county vulnerable to storm-related outages, directing the company to install a covered conductor in lieu of undergrounding. These covered lines provide little protection in the event of winter storms like the ones seen earlier this year, which caused a number of tree-related outages in our county.

We ask the Commission to revisit its Proposed and Alternate Proposed Decisions and instead authorize PG&E to move forward with the more than 2,000 miles of undergrounding it has planned for California's most at-risk communities.

Sincerely,

Miles Menetrey, Chair
Mariposa County Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-561

MEETING:	October 10, 2023
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Ratify a Letter to Pacific Gas and Electric (PG&E) Expressing the County's Disappointment with the Condition Roads Have Been Left Following Underground Work

---

RECOMMENDATION AND JUSTIFICATION

Ratify a Letter to Pacific Gas and Electric (PG&E) Expressing the County's Disappointment with the Condition Roads Have Been Left Following Underground Work

BACKGROUND AND HISTORY OF BOARD ACTIONS

Recently, PG&E has begun their work on underground powerlines. Roads that were once brand new have been left in an egregious state. This letter is to express our concern, as well as our request to have our roads returned to the same or better condition they were in prior to the underground activities.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The letter has been sent to Mariposa County's PG&E representation as it meets the legislative platform. If not ratified, a retraction letter would need to be sent.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **PG&E Letter - Road Complaint - Ratify 10-10-23**

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-561

MEETING:	October 10, 2023
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Ratify a Letter to Pacific Gas and Electric (PG&E) Expressing the County's Disappointment with the Condition Roads Have Been Left Following Underground Work

---

RECOMMENDATION AND JUSTIFICATION

Ratify a Letter to Pacific Gas and Electric (PG&E) Expressing the County's Disappointment with the Condition Roads Have Been Left Following Underground Work

BACKGROUND AND HISTORY OF BOARD ACTIONS

Recently, PG&E has begun their work on underground powerlines. Roads that were once brand new have been left in an egregious state. This letter is to express our concern, as well as our request to have our roads returned to the same or better condition they were in prior to the underground activities.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The letter has been sent to Mariposa County's PG&E representation as it meets the legislative platform. If not ratified, a retraction letter would need to be sent.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **PG&E Letter - Road Complaint - Ratify 10-10-23**

VOTE RESULT

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

Mariposa County Board of Supervisors

District 1 ... ROSEMARIE SMALLCOMBE
District 2 ..... SHANNON POE
District 3 ..... DANETTE TOSO
District 4 ..... WAYNE FORSYTHE
District 5 ..... MILES MENETREY

DALLIN KIMBLE
County Administrative Officer

DANIELLE BONDSHU
Clerk of the Board

P. O. Box 784
Mariposa, CA 95338
(209) 966-3222
(800) 736-1252
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October 3rd, 2023

Pacific Gas and Electric (PG&E)

Attn: Nathan Alonzo
P.O. Box 997300
Sacramento, CA 95899-7300

To whom it may concern:

As the Mariposa County Board of Supervisors Chair, I am writing to express Mariposa County's deep disappointment with the recent work conducted by Pacific Gas and Electric Company (PG&E) and Pacific Gas and Electric Company Sub Contractors within Mariposa County. Specifically, the egregious conditions our county roads have been left in following PG&E's undergrounding activities.

Mariposa County has invested millions of dollars in the past five years in improving and maintaining our county roads to ensure the safety and convenience of our residents. These road infrastructure projects have been a source of pride for our community and have contributed to the overall well-being of our county. Unfortunately, we have observed that many of these newly paved roads have been torn up and damaged as a result of PG&E's work.

Our commitment to our residents and the prudent use of taxpayer funds compels us to request that PG&E rectify the situation immediately. We believe that it is imperative for PG&E to restore our roads to the same condition or better than they were before PG&E commenced its work. This is not only a matter of fiscal responsibility but also a matter of safety and the overall quality of life for our residents.

We understand that utility work often involves disruption, but it is essential that the restoration efforts meet or exceed the standards that were in place prior to your work. We kindly request that PG&E undertake the following actions to address this issue:

1. Conduct a comprehensive assessment of all the roads impacted by PG&E's activities within Mariposa County.
2. Develop a detailed plan for the restoration of these roads, which includes not only repaving roads but also addressing damage caused to our dirt roads.
3. Ensure that the restoration work is carried out promptly and efficiently, with minimal disruption to the community.
4. Communicate regularly with Mariposa County Public Works to keep us informed of progress and address any concerns.

We believe that by working together, we can ensure that our county roads are restored to their previous condition or improved, thus preserving the investments made by Mariposa County and the safety and satisfaction of our residents.

We look forward to your prompt attention to this matter and your commitment to restoring our county roads to their former condition. We believe that by working collaboratively, we can address this issue and maintain the high standards of infrastructure and services that Mariposa County residents deserve.

Thank you for your immediate attention to this matter.

Sincerely,

Miles Menetrey, Chair
Mariposa County Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED

MEETING: October 10, 2023

TO: The Board of Supervisors

FROM:

RE: Discussion, Direction, and Possible Action Regarding Actions Necessary for Mariposa County to Comply with SB 552, Drought Planning: Small Water Suppliers: Nontransient Noncommunity Water Systems (Supervisor Rosemarie Smallcombe)

RECOMMENDATION AND JUSTIFICATION

Discussion, Direction, and Possible Action Regarding Actions Necessary for Mariposa County to Comply with SB 552, Drought Planning: Small Water Suppliers: Nontransient Noncommunity Water Systems (Supervisor Rosemarie Smallcombe).

Board direction is requested on the following:

1. Establishing a Long-Standing County Drought and Water Shortage Task Force responsible for Overseeing the Development of the Mariposa Drought Resilience Plan as Required by SB552; and
2. Whether to Pursue Grant Funding or Utilize the Consultant Identified by the California Department of Water Resources For the Development of the Plan.

Accordingly, the Board is requested to also discuss the following questions:

1. What entity should be established as the Mariposa Drought and Water Shortage Task Force; and
2. Does the Board wish to direct that Task Force to utilize a consultant with whom DWR has already contracted to prepare DRPs for counties that choose to use that consultant or to allow the Task Force to make that decision? As noted below, the County or its Task Force must decide which option to pursue and advise DWR before December 31, 2023.

In response to the requirement to establish a Task Force, options the Board may wish to consider are Mariposa's Water Agency Advisory Board, the Mariposa County Resource Conservation District acting as the lead agency for the Yosemite Mariposa Integrated Regional Water Management Project (IRWMP), the Mariposa County Board of Supervisors itself or to develop a completely new entity.

The Water Agency Board's purpose is – **"**to recommend to the Water Agency Board of Directors the terms of any loan to be considered; investigate any grant and make recommendations to the Board of Directors of the Water Agency with respect to the MID Water Funds and FERC relicensing process and surface and groundwater issues. (see Mariposa County Water Agency Act (Chapter 2036, Statutes of

1959) as amended by Chapter 638, Statutes of 1977 for detailed information). Should the Board select the Water Agency Advisory Board, would that Board's purpose need to be modified to encompass the DRP creation and implementation responsibilities, so the Board would need to direct staff to do so?

The mission of the Mariposa County Resource Conservation District is to encourage and facilitate cooperative solutions to local resource conservation issues. The RCD provides technical, financial, and educational resources to meet the needs of local land users. The RCD serves as the convener of the Yosemite Mariposa IRWMP and, therefore, has established connections to a number of small water suppliers in the County. As the IRWMP lead agency, the RCD managed the development of the Mariposa County Drought Preparedness Plan (approved by the Board on July 15, 2014) and the Yosemite Mariposa Integrated Regional Water Management Plan and associated updates.

With respect to the second question, DWR has developed the County Drought Resilience Planning Assistance Program. Under that Program, counties can request up to $125,000 in financial or direct technical assistance to support their planning efforts. Under the financial assistance grant, the County's Task Force would develop the DRP and request reimbursement. Regarding the direct technical assistance option, DWR has signed an agreement with Stantec, Inc., a company with substantial expertise in water systems. The County's Task Force can leverage off that agreement to enlist Stantec's services. Again, the County or its Task Force must decide which option to pursue and advise DWR before December 31, 2023.

BACKGROUND AND HISTORY OF BOARD ACTIONS

In 2021, Governor Newsom signed into law Senate Bill (SB) 552 (California State Senator Robert M. Hertzberg), which assigned new responsibilities and requirements at the State and local levels to help small water suppliers and rural communities reduce their risks of inadequate water supply amid a water shortage event. A water shortage event could be caused by droughts or other emergencies such as wildfires, earthquakes, floods, and other local emergencies. SB 552 identifies counties as the best-suited government entities to provide leadership to improve water resilience for small state water systems and domestic wells. A state small water system provides piped water to the public for human consumption for at least five, but not more than 14, service connections, and does not regularly serve drinking water to more than an average of 25 individuals daily for more than 60 days out of the year (Health and Safety Code Section 116275(n)). A domestic well is a groundwater well used to supply water for the domestic needs of an individual residence or a water system that is not a public water system, and has no more than four service connections, as defined in HSC Section 116681(i) (with equivalent definition in California Water Code Section 1060951(k)).

SB 552 requires counties to prepare a plan to achieve meaningful and long-term improvements in water resilience for their residents. To that end, the California Department of Water Resources (DWR) prepared the County Drought Resilience Plan Guidebook—Task Force Formulation, Plan Development, and Implementation Considerations for Implementing Senate Bill 552 (Hertzberg) (Guidebook) in collaboration with other State agencies, including the State Water Resources Control Board, Governor's Office of Emergency Services, and Governor's Office of Planning and Research. This Guidebook (included with this Board item) is a technical resource for counties to develop a County Drought Resilience Plan (County DRP) and includes information about available data and tools compiled by State agencies, short-term response actions, long-term mitigation strategies and actions, and other supporting capacities. The Guidebook also provides guidance and suggestions on plan organization and implementation considerations. SB 552 allows counties to develop the County DRP as one stand-alone plan or as a collection of existing and new plans and associated components.

In addition to developing a County DRP, SB 552 also directs counties to establish a long-standing County Drought and Water Shortage Task Force (Task Force) to cultivate the continued practices of drought planning and improving long-term water resilience, as well as developing strategies for water shortage preparedness. As such, the Guidebook provides guidance and suggestions for establishing a Task Force that fulfills the purposes identified in SB 552, while allowing flexibility to accommodate individual counties' needs and organizational functions. Where applicable, counties are encouraged to consider their broad authority and available tools and resources when developing a County DRP and forming a Task Force to achieve broad and long-lasting benefits for all residents and water systems within their corresponding jurisdiction.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not discuss and the county will be out of compliance with SB 552.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **Drought Preparedness Plan BOS Resolution No. 14-353_201410151345262326**
2. **DWR_Final_Guidebook_20230313_ADA_508_v5**

MARIPOSA COUNTY



Photo Credit: Pat Garcia

Drought Preparedness Plan

July 15, 2014

Adopted by Mariposa County Board of Supervisors Resolution No. 2014-353

Executive Summary

Calendar year 2013 closed as the driest year in recorded history for many areas of California, and the severe drought is continuing this year.

On January 17, Gov. Edmund G. Brown Jr. declared a drought state of emergency and directed state officials to take all necessary actions in response. On April 25, Governor Brown asked all Californians to redouble their efforts to conserve water, instructed agencies to cut red tape to get water to farmers more quickly, ensure that people have safe drinking water, protect vulnerable wildlife species and prepare for an extreme fire season.

Read the executive order at http://gov.ca.gov/news.php?id=18496.

For California as a whole, 2013 was the driest year on record. From the period July 1, 2013 to February 14, 2014, the state-wide average precipitation value was just 4.54 inches. Normal rainfall for the period is 16.52 inches.

The drought conditions have resulted in loss or substantial reduction of available surface and ground water available for domestic and agricultural uses, discussions regarding re-allocation of water resources statewide, reduction in air quality, a decrease in the snow and water-related tourism activity in the Sierras, and an unprecedented increase in fire danger to Sierra foothill communities.

The majority of Mariposa County's rural residents rely on private on-site wells for their domestic water source. The responsibility for development and maintenance of private wells in the county lies with the property owner. Groundwater supplies for rural development are found in fractures in the bedrock, and the costs associated with drilling and developing a private well is highly variable. It is unknown how much, if any water can be found within the fractures underlying any parcel and there is no guarantee potable water of adequate quality or quantity for development can be found on any parcel.

There are also a number of public drinking water systems in Mariposa County, managed and maintained by "water purveyors". These systems serve residents, guests and business interests in communities, on commercial developed property outside of communities, and in more densely developed residential areas outside of communities. These systems are maintained by Federal Government agencies, State Government agencies, Mariposa County, private and mutual water companies, and individuals. There are currently 63 Public Drinking Water Systems in the County, operating under permits from the State Department of Public Health.

Agricultural properties in the county rely on private on-site wells and surface water for crop irrigation and livestock.

Historically, Mariposa County has been subject to multi-year dry periods, and individual residents, owners of agricultural properties, and "water purveyors" have developed strategies to adjust to

anticipated droughts. Some purveyors have developed their own drought plan.

This Drought Preparedness Plan (Phase 1) is intended to provide information to water purveyors, business owners (including agricultural businesses) and county residents, to assist them in responding to the current drought and future droughts. It is noted that purveyors and individuals will all be affected differently by the drought, depending on their particular supply sources.

The public health impacts associated with drought will be addressed in a subsequent document, a Drought Response Plan, currently being prepared by the Health Department, which will specifically focus on public drinking water systems and grey water.

The Draft Plan contained in this packet is labeled as a "Phase 1" Plan. When the Drought Response Plan is completed by the Health Department, it should be referenced or incorporated into this Drought Preparedness Plan.

The Concept of Drought

Drought is a normal, recurrent feature of climate, although many erroneously consider it a rare and random event. It occurs in virtually all climatic zones, but its characteristics vary significantly from one region to another. Drought is a temporary aberration; it differs from aridity, which is restricted to low rainfall regions and is a permanent feature of climate.

Drought is an insidious hazard of nature. Although it has scores of definitions, it originates from a deficiency of precipitation over an extended period of time, usually a season or more. This deficiency results in a water shortage for some activity, group, or environmental sector. Drought should be considered relative to some long-term average condition of balance between precipitation and evapotranspiration (i.e., evaporation + transpiration) in a particular area, a condition often perceived as "normal". It is also related to the timing (i.e., principal season of occurrence, delays in the start of the rainy season, occurrence of rains in relation to principal crop growth stages) and the effectiveness (i.e., rainfall intensity, number of rainfall events) of the rains. Other climatic factors such as high temperature, high wind, and low relative humidity are often associated with it in many regions of the world and can significantly aggravate its severity.

Drought should not be viewed as merely a physical phenomenon or natural event. Its impacts on society result from the interplay between a natural event (less precipitation than expected resulting from natural climatic variability) and the demand people place on water supply. Recent droughts in both developing and developed countries and the resulting economic and environmental impacts and personal hardships have underscored the vulnerability of all societies to this "natural" hazard.

Information excerpted from the National Drought Mitigation Center, University of Nebraska, Lincoln.



Photo Credit: Lauren Hubert

Introduction and Purpose

Dry periods and drought are a way of life for Central Sierra California, including residents, businesses and guests of Mariposa County. Local water purveyors understand the need to prevent problems associated with drought, thus most purveyors have more than one supply source to rely on when shortages occur.

The purpose of this plan is to identify both proactive and reactive things that the county's water purveyors and private well users may do, on a voluntary basis, to address the current drought and future droughts. These recommendations may differ from mandatory restrictions or provisions which individual water purveyors institute for their service area.

This plan will be updated as needed, including when the Health Department's Drought Response Plan is published.



Photo Credit: Lauren Hubert

Related Planning Project: IRWM

The California IRWM (Integrated Regional Water Management) Grant Program is designed to encourage integrated regional strategies for management of water resources and to provide funding for implementation projects that support integrated water management. The Mariposa County Regional Water Advisory Committee (RWAC) developed the Yosemite-Mariposa (Y-M) Integrated Regional Water Management (IRWM) Plan for Mariposa County and projects identified within the IRWM Plan will be eligible to apply for IRWM Grant funding.

As a result of the current state-wide drought in California, the 2014 IRWM Drought Guidelines were issued. Mariposa County is submitting grant applications for funding for a number of water supply projects identified in the IRWM Plan. The need for these water supply projects is intensified by the current drought conditions.

The adoption and implementation of a Drought Preparedness Plan is one review component for the Grant Program. Having an adopted Drought Preparedness Plan will help Mariposa County's projects score higher; making them more eligible for funding.

Related Committees or Agencies

RWAC Technical Advisory Committee: The Yosemite-Mariposa Integrated Regional Water Management (IRWM) process "created" a Water Shortage/Drought Preparedness Planning Technical Advisory Committee comprising staff from the local water purveyors. This group helped shape the regional plan (IRWM Plan), and may serve in an advisory capacity for future decisions and discussions related to the impacts of the current drought.

Mariposa County Water Agency: The Mariposa County Water Agency was established by the state legislature in 1959 to provide the legal framework necessary for the conservation, development, control and use of water for the public good and for the protection of the life and property of those within the exterior boundaries of Mariposa County and outside the boundaries of Yosemite National Park. The Water Agency, as a political and corporate body, has the ability to enter into contracts for water supply, to control flood and storm waters, to store water, to contract for the sale and use of falling water for electric energy, and to purchase, lease or acquire water and water rights. The Water Agency may also develop facilities for sewage, waste and storm water, and may contract with other districts to carry out its purposes and powers.

No significant water projects have been completed by the County Water Agency itself, although it has funded many projects through loans to other agencies, including the Coulterville Sewer (bond), the Yosemite West Maintenance district, the Mariposa Public Utilities District, Yosemite Alpine Community Services District and the Coulterville Service Area.

Background Information

This section contains information about rainfall, past droughts, current water demand and supplies and changes which have occurred since the last prolonged drought.

Rainfall

Average annual precipitation in Mariposa County varies from 20"- 39" near the town of Mariposa to a maximum of about 50" at the uppermost elevations of the Sierra Mountains. See Figure 1 for Mariposa County's historic precipitation levels and rainfall statistics.

Figure 1

Mariposa County Rainfall Statistics

Most Rainfall in a Year:
1997-2012: 55.75'' in Mariposa (1997 was the worse flood year in the last 200 years.)

Wettest Month:
December 1997: 21.36'' in Mariposa

Biggest Storm Event:
January 1997: Highest flow in Merced River in approximately 150 years—89,000 cfs (cubic feet per second- about 40 million gallons per minute) flowed into Lake McClure

Driest Year:
1877: 4.49 inches in Mariposa



Photo Credit: K. Williams

Mariposa County Hydrology

The western portion of the County is relatively flat, with gently rolling hills that gradually increase

toward the east. Elevations begin around 300 feet in western areas of the County, and rise to nearly 11,000 feet in the east. Most inhabited regions are below 5,000 feet.

Precipitation varies between the lower elevations in the western and southern portions of the County and the higher elevations in the eastern and northern portions of the County. Average precipitation ranges from about 15 inches annually in the lower elevations to about 50 inches at the higher elevations. Most of the annual precipitation falls between November and late April. Precipitation at the lower elevations occurs mainly in the form of rainfall with snowfall becoming the dominant form at the higher elevations. Melting of the winter snowpack at the higher elevations becomes the major source of runoff to the Merced River during the spring and summer months.

Mariposa County contains three major drainage basins: the Merced River, Chowchilla/Fresno River, and a localized cluster of streams of the east valley known as the Lower Mariposa group of streams. These three basins and their component watersheds are part of the much larger San Joaquin River system that drains the western slopes of the Sierra Nevada.

All three basins contain significant acreage managed by the Bureau of Land Management (BLM), United States Forest Service (USFS) and the National Park Service (NPS). The lower portions of the three basins contain significant watershed acreage managed by BLM. Most of this land is subject to grazing, and much of the precipitation falls as rain. At higher elevations, however, the NPS manages considerable acreage of pristine forests, riparian woodlands, meadows, and exposed rock strata in Yosemite National Park that act as sources of both surface waters and groundwater recharge. Much of the precipitation on NPS lands falls in the form of snow, which in wet years, produces significant snowpack.

The two national forests in Mariposa County are the Sierra and Stanislaus, administered by the Forest Service. In contrast to NPS, USFS manages relatively small areas of both the middle and upper portions of the Merced River basin and the upper portions of the Chowchilla/Fresno River basin for purposes of "Multiple Use": grazing, mining, recreation, timber, water and wildlife.

Most of the surface water rights in Mariposa County are owned by jurisdictions from outside the county, the major owner being the Merced Irrigation District (MID). The MID delivers water to agricultural uses in the Central Valley.

In the south of the county, the Madera Irrigation District appropriates Merced River Basin water based on a court settlement and pre-1914 water rights to Big Creek. The Big Creek Diversion operated by the Madera Irrigation District conveys water across the Merced River Basin/Chowchilla River Basin divide in a ditch and flume system. According to the County of Mariposa, the surface water rights to the Chowchilla River Basin are fully appropriated, "and water rights may not be available." (County of Mariposa, General Plan Volume III Technical Background Reports, 2006).

Importance of Rainfall to Water Supplies

Local surface and ground water supplies are dependent on precipitation for recharge. An indicator of local hydrologic conditions is the level of storage in Lake McClure. High reservoir storage levels result

from wet periods or even just one wet year. Low reservoir storage results from years or low precipitation.

Past Droughts

Historical records show that local drought periods of several years or more are cyclical, recurring about every forty years. Tree ring studies covering time periods of several centuries reveal apparent droughts lasting as long as 16 years or more. Past records show droughts in Mariposa County have lasted an average of five years.

Supply

Groundwater (supplying private and water purveyor wells) and surface water are the most widely used supplies in Mariposa County.

Like many mountainous areas of California, the majority of Mariposa County's groundwater originates from cracks or fractures in hard rocks, such as granite, greenstone, and basalt (only Yosemite Valley has a "groundwater basin", where ground water is encountered at predictable levels). This ground water does not actually penetrate the rocks, because there is no pore space between the grains of the rock. However, some of these rocks have fractures in them. These fractures store water and yield small amounts of water to wells that intersect the fractures. Some sedimentary rocks, like sandstone, are hard but can still absorb some water into their pores. The cracks or fractures are fed by runoff and snowmelt.

County Drought Actions

The following section provides voluntary actions that may be undertaken by water purveyors, residents, business owners, and visitors during a drought. These actions are organized into the following:

- Methods to Increase Existing Supplies
- Methods to Increase Efficiency and Reduce Use
- Modifications to Operations
- Cooperative Efforts with Other Agencies
- Demand Reduction Actions
- Public Outreach

Methods to Increase Existing Supplies – Residential and Commercial Uses

- Install more water storage, so that pumping can be done during times of lower demand.
- Bring more wells into water purveyor system – either new wells or existing wells.

Methods to Increase Efficiency and Reduce Water Use - Residential Uses

Laundry room

- Use the washing machine for full loads only.
- Install a water-efficient clothes washer (save up to 16 gallons/load).

- Wash dark clothes in cold water (will help clothes retain their color as well).

Kitchen

- Run the dishwasher only when full.
- Install a water- and energy-efficient dishwasher (save 3 to 8 gallons/load).
- Install aerators on the kitchen faucet (reduce flows to less than 1 gallon per minute).
- When washing dishes by hand, don't let the water run. Fill one basin with wash water and the other with rinse water.
- Use the dishwasher instead of washing dishes by hand. Dishwashers typically use less water than hand washing dishes.
- If your dishwasher is new, cut back on pre-rinsing dishes before loading them. Newer models clean more thoroughly than older ones.
- Soak pots and pans instead of letting the water run while you scrape them clean.
- Use the garbage disposal sparingly. Instead, compost vegetable food waste.
- Wash fruits and vegetables in a pan of water instead of running water from the tap.
- Don't use running water to thaw food. Defrost food in the refrigerator.
- Keep a pitcher of drinking water in the refrigerator instead of running the tap for cold water.
- Cook food in as little water as possible. This also helps it retain more nutrients.
- Select the proper pan size for cooking. Large pans may require more cooking water than necessary.
- If ice cubes are dropped on the flood, don't throw them in the sink. Drop them in a house plant instead.
- Collect the water used for rinsing fruit and vegetables. Use it to water house plants or yard plants.

Bathroom

- Install low-flow shower heads (save up to 2.5 gallons per shower).
- Take five minute showers instead of 10 minute showers (save 12.5 gallons with a low flow showerhead or 25 gallons with a standard 5.0 gallon per minute showerhead).
- Take a (short) shower instead of a bath. A bathtub can use up to 70 gallons of water.
- Fill the bathtub halfway or less (save 12 gallons or more per bath).
- When running a bath, plug the bathtub before turning on the water. Adjust the temperature as the tub fills.
- Install aerators on bathroom faucets (save up to 1.2 gallons per person/day).
- Turn water off when brushing teeth or shaving (save approximately 10 gallons/day).
- Install a high-efficiency toilet (save 19 Gallons per person/day).
- Don't use the toilet as a wastebasket.
- Test your toilet for leaks regularly (at least once a year). Put food coloring in your toilet tank. If it seeps into the bowl without flushing, there's a leak. Fix it and save gallons of water per day.
- Install a dual-flush toilet. It has two flush options: a half-flush for liquid waste and a full-flush for solid waste.
- Plug the sink instead of running the water to rinse your razor (save up to 300 gallons a month).
- Turn off the water while washing your hair (save up to 150 gallons a month).

- When washing your hands, turn the water off while you lather.

Outside

- Water early in the morning or later in the evening when temperatures are cooler (save up to 25 gallons/watering).
- Check sprinkler system frequently and adjust sprinklers so only needed areas are watered (save up to 15 gallons/watering).
- Choose a water-efficient irrigation system such as drip irrigation for your trees, shrubs, and flowers (save up to 15 gallons/watering).
- Water deeply but less frequently.
- Put a layer of mulch around trees and plants to reduce evaporation. Organic mulch also improves the soil and prevents weeds. Save up to 30 gallons per 1,000 sq. ft./watering.
- Plant drought-resistant trees and plants. Save up to 60 gallons per 1,000 sq. ft./watering.
- Choose the correct plants for the climate and location in yard (microclimate).
- Do not overwatering landscapes.
- Invest in a weather-based irrigation controller—or a smart controller to automatically adjust the watering time and frequency based on soil moisture, rain, wind, and evaporation and transpiration rates.
- Wash vehicles less often; use a commercial car wash that recycles water.
- Install a water-saving pool filter for swimming pools.
- Lower pool water level to reduce amount of water splashed out.
- Channel splashed-out pool water onto landscaping.
- Use pool filter backwash for landscape irrigation.
- Use a pool cover to reduce evaporation when pool is not being used.
- Sweep or blow paved areas to clean, rather than hosing off.

Methods to Increase Efficiency and Reduce Water Use – Commercial Uses

Interior

- Post conspicuous notices in lodging facilities encouraging conservation.
- Install ultra-low flow toilets, or adjust flush valves or install dams on existing toilets.
- Install faucet aerators and high efficiency showerheads.
- Use water-conserving ice makers.
- As appliances and equipment wear out, replace them with water-saving models.
- Detect and repair all leaks in supply and distribution lines.
- Minimize the water used in cooling equipment in accordance with manufacturer's recommendations. Shut off cooling units when not needed.
- Turn off dishwashers when not in use. Wash full loads only.
- Scrape rather than rinse dishes before washing.
- Use water from steam tables to wash down cooking areas.
- Do not use running water to melt ice or frozen foods.
- Handle waste materials in a dry state whenever possible.

- Wash only full loads of laundry or select the appropriate washing cycle provided on the washing machine. Use rinse water / recycle system. Consider purchasing high efficiency equipment.

Exterior

- Wash commercial vehicles less often; use a commercial car wash that recycles water.
- Install a water-saving pool filter for swimming pools.
- Lower pool water level to reduce amount of water splashed out.
- Channel splashed-out pool water onto landscaping.
- Use pool filter backwash for landscape irrigation.
- Use a pool cover to reduce evaporation when pool is not being used.
- Sweep or blow paved areas, sidewalks, driveways and parking lots to clean, rather than hosing off.
- Do not water landscape every day; two-to-three times a week is usually sufficient.
- Avoid plant fertilizing and pruning that would stimulate excessive growth.
- Remove weeds and unhealthy plants so remaining plants can benefit from the water saved.
- In many cases, older, established plants require only infrequent irrigation. Look for indications of water need, such as wilting, change of color, or dry soils.
- Install soil moisture overrides or timers on sprinkler systems. Time watering, when possible, to occur in the early morning or evening when evaporation is lowest.
- Make sure irrigation equipment applies water uniformly. Install drip irrigation systems.
- Mulch around plants to reduce evaporation and discourage weeds.
- Remove thatch and aerate turf to encourage the movement of water to the root zone.
- Avoid runoff and make sure sprinklers cover just the lawn or garden, not sidewalks, driveways, or gutters.
- Replace traditional landscaped areas with xeriscaping or hardscape landscaping (using areas of decorative rocks or mulch instead of ground cover)

General

- Designate a water efficiency coordinator on staff to monitor water use and waste and to coordinate all efficiency efforts.
- Develop a mission statement and a plan for water use efficiency.
- Educate and involve employees in water efficiency efforts. Increase employee awareness of water conservation.
- Seek employee suggestions on water conservation; locate suggestion boxes in prominent areas.
- Conduct contests for employees for improved conservation ideas and efforts.
- Install signs encouraging water conservation in employee and customer restrooms.
- When cleaning with water is necessary, use budgeted amounts.
- Read water meter weekly to monitor success of water conservation efforts.
- Develop a water use plan to determine and monitor the quantity and purpose of water being used for various aspects of business operation.

Building Maintenance

- Check water supply and distribution system for leaks. Fix leaks as soon as they are detected.
- Repair dripping faucets, showers and continuously running or leaking toilets.
- Install flow reducers and faucet aerators in all plumbing fixtures whenever possible.
- Reduce the water used in toilet flushing by either adjusting the vacuum flush mechanism or installing toilet tank displacement devices (dams, bottles, or bags).
- Replace appliances and fixtures with water-saving models.
- Shut off water supply to any areas / rooms not in use.
- Minimize water used in cooling equipment, such as air compressors, in accordance with the manufacturer recommendations.
- Reduce the load on air conditioning units by shutting air conditioning off when and where it is not needed.
- Keep hot water pipes insulated.
- Avoid excessive boiler and air conditioner blow down. Monitor total dissolved solids levels and blow down only when needed.
- Instruct clean-up crew to use less water for mopping.
- Switch from wet or steam carpet cleaning methods to dry powder methods.
- Change window cleaning schedule from periodic to an on-call/as required basis.

Kitchens

- Turn off the continuous flow used to clean the drain trays of the coffee/milk/soda beverage island; clean the trays only as needed.
- Turn dishwasher off when not in use. Wash full loads only.
- Replace spray heads to reduce water flow. If necessary, use ponded water.
- Use water from steam tables to wash down cooking area.
- Do not use running water to melt ice or frozen foods.
- Use water-conserving ice makers.
- Recycle water where feasible, consistent with state and county requirements.
- Recycle rinse water from the dishwater or recirculate it to the garbage disposer.
- Presoak utensils and dishes in ponded water instead of using running water rinse methods.
- Wash vegetables in ponded water; do not let water run in preparation sink.

Bar

- Do not use running water to melt ice in the sink strainers.

Laundry Facilities

- Reprogram machines to eliminate a rinse or suds cycle, if possible and if not restricted by health regulations.
- Reduce water levels, where possible, to minimize water required per load of washing.
- Wash full loads only.
- Evaluate wash formula and machine cycles for water use efficiency.

Agriculture

- Check all portions of water system to eliminate leaks.
- Increase water storage as permitted.
- Use floats on water troughs.
- Do not wash vehicles.
- Eliminate irrigated grounds until drought is over.



Photo credit: K. Williams

Cooperative Efforts

- Research grant and other funding opportunities for local water supply and storage projects.
- Apply for grant funding for local water supply and storage projects.
- Convene meetings of the RWAC's Regional Water Shortage/Drought Preparedness Technical Advisory Committee (TAC) to coordinate local efforts and communication with water purveyors during the on-going drought.

Demand Reduction Actions

- Water purveyors could develop scaled billing rates to encourage conservation.
- Water purveyors could develop financial incentive programs to encourage fixture replacement with high efficiency models.

Public Outreach

The County, water purveyors and/or the Technical Advisory Committee could hold public workshops or

meetings, develop flyers for distribution, put educational notices in local newspapers (including on-line papers), develop a website, or have public service announcements on local radios to:

1) educate water users and managers about proactive and reactive steps to take during the drought,
2) conduct education programs in coordination with schools
2) obtain feedback from water users and managers,
3) keep the community informed about current drought conditions,
4) coordinate future emergency actions necessary to respond to the drought, and
5) other purpose as needed.



County Drought Resilience Plan Guidebook

Task Force Formulation, Plan Development, and Implementation Considerations for Implementing Senate Bill 552 (Hertzberg)

March 2023

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Water Use Efficiency Branch

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Disclaimer

This *County Drought Resilience Plan Guidebook: Task Force Formulation, Plan Development, and Implementation Considerations for Implementing Senate Bill 552 (Hertzberg)* (Guidebook) was prepared by the California Department of Water Resources (DWR) to aid counties who must comply with the requirements of California Water Code (CWC) Section 10609.70. As part of its technical assistance, DWR has voluntarily prepared this Guidebook to assist counties in their efforts to comply with Senate Bill 552 requirements and create an implementable plan to improve drought resilience planning for their residents. Counties subject to CWC Section 10609.70 are solely responsible for compliance and may use this Guidebook if they choose. For assistance with interpreting the content of this document, please contact DWR Water Use Efficiency staff at wue@water.ca.gov.

Acknowledgments

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Appendix B – Desktop Assessment of Existing Planning Documents

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Abbreviations and Acronyms

2018 Legislation .....2018 Legislation on Water Conservation and Drought Planning (Senate Bill 606 [Hertzberg] and Assembly Bill 1668 [Friedman], as amended)
AB .....Assembly Bill
AWIA.....America's Water Infrastructure Act
Brown Act.....Ralph M. Brown Act
C&E Plan.....Communication and Engagement Plan
Cal OES.....California Governor's Office of Emergency Services
CalWARN.....California Water/Wastewater Agency Response Network
CCR .....California Code of Regulations
CDAG.....County Drought Advisory Group
CDPH.....California Department of Public Health
CFCC .....California Financing Coordinating Committee
CGC .....California Government Code
County DRP.....County Drought Resilience Plan
County OES.....County Office of Emergency Services
CUEA.....California Utilities Emergency Association
CWC .....California Water Code
DWR .....California Department of Water Resources
EDWA .....El Dorado Water Agency
EID .....El Dorado Irrigation District
EO .....Executive Order
FEMA.....Federal Emergency Management Agency
GIS .....geographic information system
GSA .....Groundwater Sustainability Agency

GSP .....Groundwater Sustainability Plan
Guidebook.....County Drought Resilience Plan Guidebook: Task Force Formulation, Plan Development, and Implementation Considerations for Implementing Senate Bill 552 (Hertzberg)
HSC .....California Health and Safety Code
LAFCO.....Local Area Formation Commission
Legislature.....California State Legislature
LHMP .....Local Hazard Mitigation Plan
LPA .....local primacy agency
NGO.....non-governmental organization
O&M .....operations and maintenance
OPR .....California Governor's Office of Planning and Research
PID .....Paradise Irrigation District
Reclamation.....U.S. Department of the Interior, Bureau of Reclamation
SB .....Senate Bill
SGMA.....Sustainable Groundwater Management Act of 2014
State.....State of California
State Water Board....State Water Resources Control Board
Task Force.....County Drought and Water Shortage Task Force
U.S. .....United States
USDA.....U.S. Department of Agriculture
USEPA.....United States Environmental Protection Agency

Photography Credit

Kelly Grow / California Department of Water Resources - Table of Contents, Chapters 1, 3

Florence Low / California Department of Water Resources - Executive Summary, Chapters 2, 4, 5, 6, 9, Appendices

Andrew Innerarity / California Department of Water Resources - Title Page, Chapter 7

Paul Hames / California Department of Water Resources - Chapter 8

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Executive Summary

In September 2021, Governor Gavin Newsom signed into law Senate Bill (SB) 552 (Hertzberg), which assigned new responsibilities and requirements at the State of California (State) and local levels to help small water suppliers and rural communities reduce their risks of inadequate water supply amid a water shortage event. A water shortage event could be caused by droughts or other emergencies such as wildfires, earthquakes, floods, and other local emergencies. Through SB 552, the California State Legislature identifies counties as the best-suited government entity to provide the needed leadership to improve water resilience for state small water systems and domestic wells. A state small water system provides piped water to the public for human consumption for at least five, but not more than 14, service connections, and does not regularly serve drinking water to more than an average of 25 individuals daily for more than 60 days out of the year (Health and Safety Code [HSC] Section 116275(n)). A domestic well is a groundwater well used to supply water for the domestic needs of an individual residence or a water system that is not a public water system, and has no more than four service connections, as defined in HSC Section 116681(i) (with equivalent definition in California Water Code Section 1060951(k)).

SB 552 requires counties to prepare a plan to achieve meaningful and long-term improvements in water resilience for their residents. To that end, the California Department of Water Resources (DWR) prepared this *County Drought Resilience Plan Guidebook—Task Force Formulation, Plan Development, and Implementation Considerations for Implementing Senate Bill 552 (Hertzberg)* (Guidebook) in collaboration with other State agencies, including the State Water Resources Control Board, Governor's Office of Emergency Services, and Governor's Office of Planning and Research. This Guidebook is a technical resource for counties to develop a County Drought Resilience Plan (County DRP) and includes information about available data and tools compiled by State agencies, short-term response actions, long-term mitigation strategies and actions, and other supporting capacities. The Guidebook also provides guidance and suggestions on plan organization and implementation considerations. SB 552 provides the flexibility for counties to develop the County DRP as one stand-alone plan or as a collection of existing and new plans and associated components.

In addition to the development of a County DRP, SB 552 also directs counties to establish a long-standing County Drought and Water Shortage Task Force (Task Force) to cultivate the continued practices of drought planning and improving long-term water resilience. As such, this Guidebook provides guidance and suggestions for establishing a Task Force that fulfills the purposes identified in SB 552, while allowing flexibility to accommodate individual counties' needs and organizational functions. Where applicable, counties are encouraged to consider their broad authority and available tools and resources when developing a County DRP and forming a Task Force to achieve broad and long-lasting benefits for all residents and water systems within their corresponding jurisdiction.

It is important to note that counties are solely responsible for compliance with the requirements under SB 552. This Guidebook, prepared by DWR as part of its technical assistance, is for advisory purposes. DWR welcomes further input from counties and stakeholders on any improvements to this Guidebook. Subject to resource availability, DWR may update this Guidebook as warranted in the future to capture lessons learned or best practices.



1 | Introduction

In September 2021, Governor Gavin Newsom signed into law Senate Bill (SB) 552 (Hertzberg), which establishes new responsibilities and requirements for State of California (State) and local agencies to improve water resilience for small water suppliers and rural communities. SB 552 is part of the implementation of the 2018 Legislation on Water Conservation and Drought Planning (SB 606 [Hertzberg] and Assembly Bill (AB) 1668 [Friedman], as amended; hereinafter referred to as the "2018 Legislation") passed by the California State Legislature (Legislature). The 2018 Legislation provides a new framework for urban water use efficiency; directives for eliminating water waste; additional requirements for strengthening local drought resilience for urban areas and for vulnerable small water suppliers and rural communities; and recommendations for improving agricultural water use efficiency and drought planning.

The Legislature found that counties can have a significant role in improving drought planning for small water suppliers and rural communities, which were especially vulnerable and struggling during the 2012 to 2016 drought. Since the conditions for small water suppliers and rural communities are diverse, the 2018 Legislation directed the California Department of Water Resource (DWR), in coordination with the State Water Resources Control Board (State Water Board), to develop recommendations to the Legislature for actions to improve drought planning for small water suppliers and rural communities.

DWR organized a County Drought Advisory Group (CDAG) in 2018 to assist DWR in the vulnerability assessment and development of recommended actions for improving drought planning for small water suppliers and rural communities. CDAG consisted of representatives from counties and other local agencies, small water systems, tribes, academics, non-profit organizations, and other interested parties. DWR transmitted the recommendations to the Legislature in March 2021, providing the basis for SB 552.

SB 552 requires counties to develop and implement a plan to achieve meaningful and long-term improvements in water resilience for their residents. To that end, DWR prepared this *County Drought Resilience Plan Guidebook—Task Force Formulation, Plan Development, and Implementation Considerations for Implementing Senate Bill 552 (Hertzberg)* (Guidebook). The Guidebook is a resource for counties to use to develop a County Drought Resilience Plan (County DRP) specifically for state small water systems and domestic wells. DWR developed this Guidebook as part of its technical assistance in collaboration with other State agencies, including the State Water Board, California Governor's Office of Emergency Services (Cal OES), and Governor's Office of Planning and Research (OPR).

A state small water system provides piped water to the public for human consumption for at least five, but not more than 14, service connections, and does not regularly serve drinking water to more than an average of 25 individuals daily for more than 60 days out of the year (Health and Safety Code (HSC) Section 116275(n)). A domestic well is a groundwater well used to supply water for the domestic needs of an individual residence or a water system that is not a public water system and that has no more than four service connections, as defined in HSC Section 116681(i) (with equivalent definition in California Water Code (CWC) Section 1060951(k)).

Per SB 552, the County DRP may be a stand-alone document or integrate elements of the County DRP into existing plans, such as a local hazard mitigation plan (LHMP), emergency operations plan, climate action plan, or general plan. CWC Section 10609.70, enacted by SB 552, provides a description of the minimum content to be included in a County DRP:

> *A county shall consider, at a minimum, all of the following in its plan:*
>
> *(1) Consolidations for existing water systems and domestic wells.*
>
> *(2) Domestic well drinking water mitigation programs.*
>
> *(3) Provision of emergency and interim drinking water solutions.*
>
> *(4) An analysis of the steps necessary to implement the plan.*
>
> *(5) An analysis of local, state, and federal funding sources available to implement the plan.*

Refer to *Primer of Senate Bill 552: Drought Planning for Small Water Suppliers and Rural Communities* (DWR and State Water Board 2022) for additional information.

1.1 Focus on Counties

Counties are recognized political and administrative subdivisions of the State and operate many of the State's activities. In addition, counties are the front-line providers for many familiar government services, including human services, public safety, infrastructure, and agriculture services in rural, urban, incorporated, and unincorporated areas (California State Association of Counties 2022).

California's counties have three primary responsibilities, delegated to them by the State (Danielson and Mejia 2011):

1. They serve as agents of the State in administering statewide health and social services programs.
2. They carry out other designated countywide functions, including public safety, public works, and elections.

3. In unincorporated areas, they deliver local services that would otherwise be provided by cities (e.g., policing, parks, and garbage collection). About 35 percent of all State and local government workers in California (excluding those involved in education) are employed by counties.

The CWC, commencing with Section 10609.70, imposes responsibilities on counties to provide drought planning for state small water systems and domestic wells within their respective jurisdictions. State small water systems and domestic wells are not public water systems defined in HSC Section 116275(h) and, thus, are not part of the water systems managed by the local primacy agencies pursuant to HSC Section 116330.

Although the term "county" could include city and county (CWC Section 14), in the context of CWC Section 10609.70, the requirements relate specifically to counties. Large cities within a county with their own water systems are likely subject to requirements for preparing an Urban Water Management Plan and Water Shortage Contingency Plan, consistent with the 2018 Legislation (see *Urban Water Management Plan Guidebook 2020* [DWR 2021a] for additional details). Small cities also may have their own water systems, or may be served by other water purveyors. For consistent implementation, counties should coordinate with cities within their county, especially those that share certain roles and responsibilities in the context of CWC Section 10609.70 (e.g., well permitting).

State Small Water Systems

HSC Section 116340 requires the State Water Board to adopt regulations for operation of a state small water system. Public health is usually administrated at the county level, with the local health officer, or a local health agency designated by the local health officer, responsible for enforcement. California Code of Regulations (CCR), Title 22, Chapter 14, Sections 64211 through 64217 also provide regulatory requirements, including permits issued by the local health officer and associated monitoring, reporting, and notification requirements.

Domestic Wells

In California, the regulatory authority over well construction, alteration, and destruction activities rests with local jurisdictions (cities, counties, or in some cases, local water agencies for limited purposes) with proper authority to adopt a local well ordinance that meets or exceeds California Well Standards as prescribed in DWR's Bulletins 74-81 and 74-90 combined. Permitting and enforcement are conducted by the local enforcing agency that issued the permit. Most counties have only one county department designated as the enforcing agency; however, there are exceptions whereby the responsibility is shared with cities and, sometimes, local water agencies. In the context of rural communities considered in SB 552, focusing only on domestic wells under the county's jurisdiction is appropriate, since production wells under the jurisdiction of cities

and selective local water agencies (typically, for large water systems) serve the needs of more urbanized areas and, therefore, are outside of SB 552 requirements (but still covered by the 2018 Legislation). However, counties are encouraged to coordinate and verify the practices with cities and local water agencies, where appropriate, for consistency and potential collaboration.

In addition to well permitting, counties also have a role in groundwater management under the Sustainable Groundwater Management Act of 2014 (SGMA). In the event that there is an area within a high- or medium-priority basin that is not within the management area of a Groundwater Sustainability Agency (GSA), the county within which that unmanaged area lies will be presumed to be the GSA for that area (CWC Section 10724(a)). Counties in which GSAs are present are strongly encouraged to coordinate with those GSAs. This coordination is especially important for long-term mitigation strategies and actions, so that counties can understand how drinking water users are considered in the Groundwater Sustainability Plans (GSP) and how GSAs plan to monitor and manage groundwater levels over the 20-year timeline of SGMA for when they will achieve long-term groundwater sustainability. Additionally, GSA representatives, such as the local County Drought and Water Storage Task Force (Task Force) that participates in a county's drought planning activities, can make sure groundwater-interested parties are aware of the county plans and can provide timely input and valuable alignment in practice.

Emergency Services

Per California Government Code (CGC) Section 8605, each county is designated as an operational area under the California Emergency Services Act (CGC, Chapter 7, commencing with Section 8550). An operational area is an intermediate level of the State emergency services organization, consisting of a county and all political subdivisions within the county area, such as cities, special districts, and water agencies (CGC Section 8559(b)). Although applying the concept of operational areas within a county and its political subdivisions is permissible, the county remains the contact point for the State during emergencies defined in CGC Section 8558 and unequivocally for the unincorporated areas within a county, where state small water systems and domestic wells may exist.

Each county has a department or office for emergency services, referred to in this Guidebook for simplicity as a County Office of Emergency Services (County OES). County OES is the primary contact for Cal OES for disaster response and other related assistance. Three Cal OES regions play a vital role in disaster response and preparedness throughout the State. The Emergency Services Coordinators and management for each geographic region have their own unique sets of challenges, but share the same responsibility to provide guidance on emergency management, support, and information-sharing during and after disasters. These coordinators also remain the primary conduit of contact for the Operational Areas and Special Districts throughout the State (Cal OES 2022).

1.2 Purpose of this Guidebook

In collaboration with the State Water Board, Cal OES, and OPR, DWR prepared this Guidebook as technical assistance to help counties develop their respective County DRP to meet the requirements of SB 552. This Guidebook includes information about statewide data and tools compiled by State agencies that are available to all counties for their water shortage risk assessment, a range of short-term responses, long-term mitigation strategies and actions, and other supporting capacity building that counties should consider and adapt, as appropriate, in their respective County DRP based on their need to achieve meaningful, long-term water resilience improvements for their residents.

To cultivate the continued practice of water resilience, SB 552 also directs counties to establish a longstanding Task Force. As such, this Guidebook provides guidance and suggestions for establishing a Task Force that meets SB 552 requirements and is customized to fit the individual county's needs and organizational functions to provide input and guidance to the respective county for improving water resilience for its residents. Where applicable, counties are encouraged to consider their broad authority and available tools and resources when developing their County DRP and forming their Task Force to achieve broad and long-lasting benefits for all residents and water systems within their corresponding jurisdiction.

It is important to note that counties are solely responsible for compliance with the requirements under SB 552. This Guidebook is for advisory purposes only. DWR welcomes further input from counties and stakeholders on any improvements to this Guidebook. Subject to resource availability, DWR may update this Guidebook as warranted in the future to capture lessons learned or best practices.

1.3 County Drought Resilience Plan Development and Implementation

The County DRP is meant to support counties to facilitate drought and water shortage preparedness for state small water systems and domestic wells within a county's jurisdiction. This Guidebook focuses on these two types of systems, because other water systems are covered by provisions in the 2018 Legislation and in other chapters of SB 552. This Guidebook also serves as a reference to the Task Force to provide a basic understanding of SB 552 requirements and principles and practices of drought planning, to better prepare the Task Force to make informed contributions to the planning process. While SB 552 does not directly assign the Task Force the responsibility for developing the County DRP, the role of the Task Force is clear to advise on plan development to maintain consistency in local implementation and relevancy to local conditions.

For consistency and efficiency, the County DRP should be prepared in a collaborative setting to integrate various relevant government functions for collective implementation and greater benefits. Most counties have existing emergency, operational, or resource management plans that could inform County DRP development. Thus, the County DRP should conform with, tier from, and/or be consistent with existing plans by using uniform definitions, compatible arrangement, and leveraged capabilities. Similarly, where possible and allowable by available resources, counties could consider broadening the scope of the County DRP to include other water systems in coordination and collaboration with proper entities and authorities to formulate a comprehensive water resilience plan for all residents.

SB 552 allows counties to develop a stand-alone plan or integrate elements into existing plans such as a LHMP, emergency operations plan, climate action plan, or general plan. A desktop assessment of existing planning documents can be completed to help counties to determine the best pathway for compliance. Counties can list the SB 552 components against the relevant and existing county documents specifying the sections that are directly tied to SB 552. Completing this exercise allows counties to see areas of potential amendment needed to bring existing county plans into compliance. Developing a stand-alone plan may be easier for counties to reference in other plans, as only one plan needs to be updated as new information emerges and local conditions change. However, it is important to recognize that certain procedural requirements, such as county General Plan updates, may apply and facilitate the actual amendments and adoption of changed and augmented element(s). In this context, the stand-alone plan is merely a policy document that outlines actions to be taken separately for realizing the needed changes.

Appendix B contains a template that counties may reference for how to complete a desktop assessment of existing planning documents. **Figure 1-1** provides an overview of the County DRP development and implementation process.

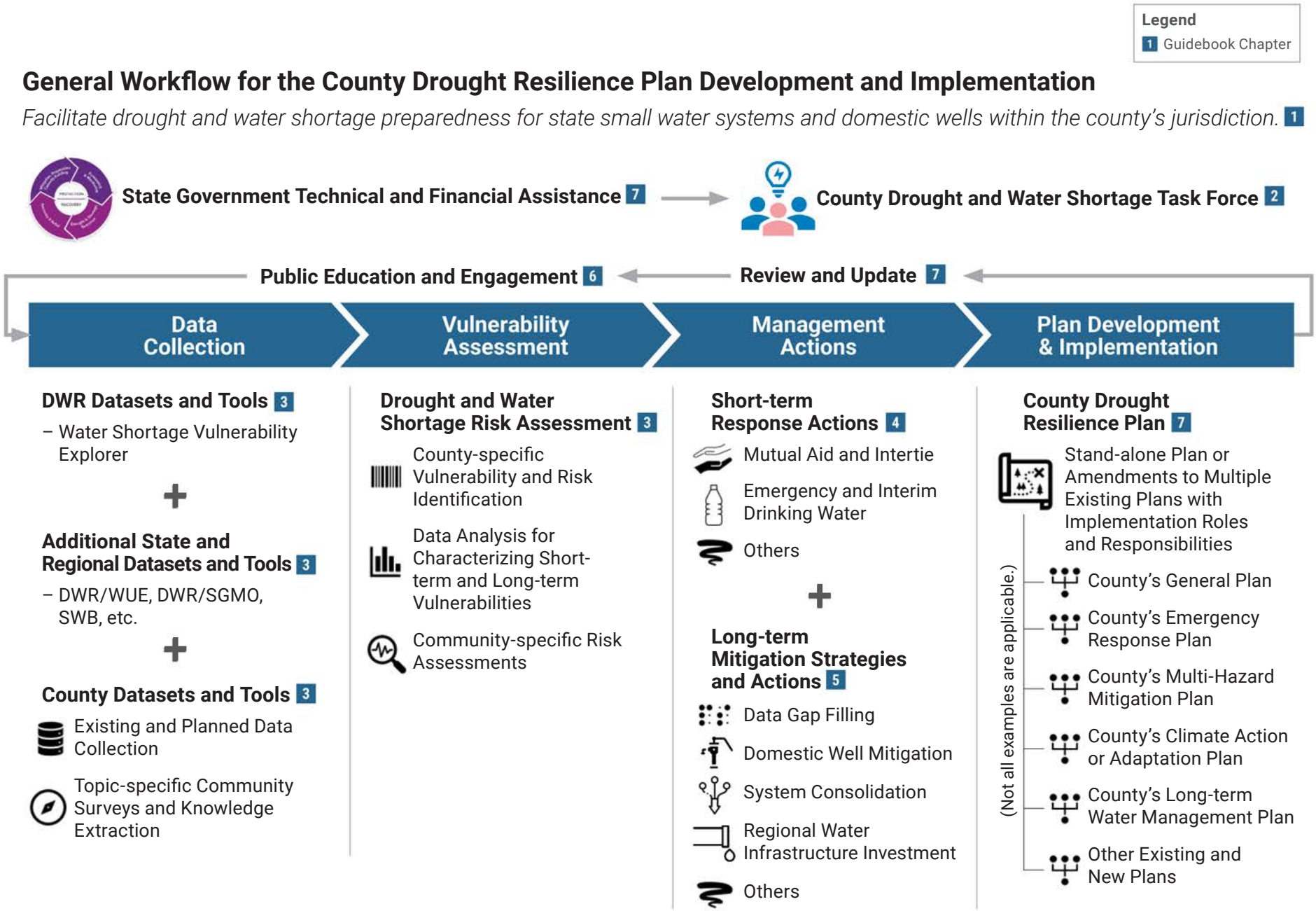


Figure 1-1 – General Workflow for the County Drought Resilience Plan Development and Implementation

1.4 Guidebook Organization

This Guidebook is organized as follows.

- **Chapter 1: Introduction** – Provides an overview of county responsibilities in facilitating drought and water shortage planning for state small water systems and domestic wells. This chapter also provides an overview of the County DRP that must be developed by counties to meet SB 552 requirements. It also provides insight into the general workflow for the County DRP development and implementation process.
- **Chapter 2: County Drought and Water Shortage Task Force** – Describes the SB 552 requirements for establishing a Task Force and offers guidance on membership, responsibilities, best practices, and case studies from Butte County and El Dorado County relative to how they are meeting SB 552 requirements.
- **Chapter 3: Drought and Water Shortage Risk Assessments** – Provides guidance on how to complete a vulnerability assessment to inform short-term response actions and long-term mitigation strategies and actions.
- **Chapter 4: Short-Term Response Actions** – Provides guidance on what counties may do to mitigate impacts during the initial stages of drought and during ongoing drought conditions in areas that have had wells go dry or are susceptible to water shortages.
- **Chapter 5: Long-Term Mitigation Strategies and Actions** – Provides guidance on what counties may pursue in the long term to secure reliable water supplies for state small water systems and domestic wells.
- **Chapter 6: Public Outreach, Information, and Engagement** – Provides guidance on practices for counties to conduct adequate public outreach and education as they develop and implement their respective County DRP.
- **Chapter 7: Implementation Considerations** – Provides guidance on the development, implementation, and maintenance of the County DRP.
- **Chapter 8: Glossary** – Provides definitions of key terms used within the Guidebook.
- **Chapter 9: References** – Provides a summary of references used in the development of the Guidebook.



2 | County Drought and Water Shortage Task Force

Under climate change, the State is facing conditions conducive to more frequent droughts and water shortages that are expected to increase. The ongoing multi-decade drought evolving in the Colorado River Basin also provides solemn reminders for the possibility of long-term aridification. Lessons learned in past droughts in the State suggest that a locally driven planning process could identify unique challenges and needs, establish proper priorities to address identified unique challenges and needs, and encourage a more equitable response to drought conditions.

CWC Section 10609.70 requires counties to set up a standing Task Force with participation of local governments and stakeholders to facilitate drought and water shortage preparedness for state small water systems and domestic wells within each county's jurisdiction. A water shortage event could be caused by droughts or other emergencies such as wildfires, earthquakes, floods, and other local emergencies. A standing Task Force would provide consistent implementation and continuous progress towards facilitating drought and water shortage preparedness for state small water systems and domestic wells. This chapter provides guidance to counties on establishing a standing Task Force that will educate the community and plan against future drought and water shortage events.

2.1 Legislative Directive

CWC Section 10609.70 enacted by SB 552 requires counties to establish a standing Task Force or an alternative process that facilitates drought and water shortage preparedness for state small water systems and domestic wells within each county's jurisdiction:

> *(a) (1) A county shall establish a standing county drought and water shortage task force to facilitate drought and water shortage preparedness for state small water systems and domestic wells within the county's jurisdiction, and shall invite representatives from the state and other local governments, including groundwater sustainability agencies, and community-based organizations, local water suppliers, and local residents, to participate in the task force.*
>
> *(2) In lieu of the task force required by paragraph (1), a county may establish an alternative process that facilitates drought and water shortage preparedness for state small water systems and domestic wells within the county's jurisdiction. The alternative process shall provide opportunities for coordinating and communicating with the state and other local governments, community-based organizations, local water suppliers, and local residents on a regular basis and during drought or water shortage emergencies.*
>
> *(3) A county that establishes a drought task force on or before January 1, 2022, shall be deemed in compliance with this subdivision as long as the task force continues to exist.*

A county that established a standing Task Force or alternative process on or before January 1, 2022, shall be deemed in compliance with part of SB 552 requirements for Task Force initiation. The established Task Force or alternative process should have regularly scheduled meetings during non-emergency periods, and more frequent meetings during drought and water shortage emergencies.

To be fully compliant with SB 552 requirements on a Task Force, counties need to demonstrate that the established Task Force or alternative process can provide the required functions for, at a minimum, the participation specified in SB 552. Counties need to further demonstrate that the required functions and participation continue in perpetuity.

2.2 Task Force Responsibilities

The main role of the Task Force or alternative process will be to facilitate drought and water shortage preparedness, as illustrated by the disaster risk management framework shown in **Figure 2-1**. Lessons learned are captured and applied to future planning to continuously update short-term response actions and long-term mitigation strategies and actions captured in the County DRP. The County DRP may be a stand-alone document or include elements to be added/amended in existing county plans, such as a LHMP, emergency operations plan, climate action plan, or general plan. Counties shall consult with their Task Force or alternative process to coordinate County DRP development.



Note: This framework is based on Ekstrom et al. (2020) and informed by Baird (1975); Carter (2008); Coetzee and Niekerk (2012); and Van Dongeren et al. (2018)

Figure 2-1 – Disaster Risk Management Framework

In addition to advising County DRP development, counties should consider how to leverage the Task Force for additional contribution to the following:

- Sharing findings and recommendations related to drought and water shortage planning efforts with the communities
- Providing briefings to the board of supervisors of their respective county
- Monitoring drought conditions to make recommendations for initiating reasonable short-term response actions according to established plans, including the County DRP
- Identifying data gaps and necessary actions (including potential needed capacity development and resource acquisition) to gather missing data for better drought and water shortage planning
- Facilitating proactive planning and coordination across ongoing or anticipated efforts within their respective county to reduce the occurrence and associated consequence of water shortage. Examples of these efforts may include: (1) actions by small water suppliers to comply with SB 552 requirements, (2) implementation of GSPs in coordination with GSA(s), and (3) implementation pursuant to other applicable law and regulations, such as AB 685 of 2012 that establishes the State's human right-to-water policy
- Holding open discussions regarding drought and water shortage conditions within the county, and the anticipated outcomes of ongoing or anticipated efforts to mitigate short-term and long-term risks of water shortage
- Sharing updates on relevant regulatory requirements and the implementation status of County DRP and other relevant plans for improving water resilience
- Sharing/pursuing funding opportunities for advancing planning for water resilience and responses to water shortage events
- Encouraging and implementing long-term (advance planning) that anticipates budget and policy needs, and trigger points for future actions

2.3 Task Force Membership

A task force is an organizational structure that plans, maximizes participation and engagement, encourages consistency over time, and makes efficient use of time and money. In the context of SB 552, the intent of the Task Force, at a minimum, is to lead the preparedness planning for state small water systems and domestic wells against water shortages that could be caused by droughts, wildfires, or water quality issues. Since SB 552 provides limited guidance on the membership of the Task Force, counties have some flexibility in determining the structure and makeup of the members. To better serve the state small water systems and domestic wells, the Task Force should, at a minimum, include "core" members that are legally responsible for public water systems, state small water systems, and domestic wells, as well as implementing the requirements of SB 552. Counties could opt to leverage existing county groups in lieu of a new Task Force or alternative process. Potential core members to consider include the following entities and individuals in their respective county:

- Well-permitting agencies (e.g., counties) that oversee the installation of new wells or modifications of existing wells.
- County health officials who have direct oversight responsibility for state small water systems and domestic wells. Often, county health officials may delegate the responsibility to the local primacy agency (LPA), if established. The involvement of the county health official in the Task Force even under this circumstance is encouraged.
- The LPA or State Water Board for counties without a local primary agency overseeing the small water systems with more than 15 connections to provide experience and additional support as needed.
- County emergency management units (e.g., County OES, county office of emergency management, county fire department, or sheriff's office), as they can ensure that emergency response procedures developed for drought are consistent with the county's existing processes and terminology in other plans.

Case Study

Butte County Drought Task Force

Butte County adopted a Drought Preparedness Plan in 2004 and established a Butte County Drought Task Force comprising various Butte County Department Directors and others in the county that represent the interests of several groups, state small water systems, and domestic well owners. The Drought Task Force members are listed on the county's website.

The Drought Task Force monitors hydrologic conditions in Butte County throughout the water year and reports the findings to Butte County's Water Commission and Board of Supervisors for further actions. The Drought Task Force meets annually in non-drought situations and biannually, quarterly, or monthly as the drought progresses. Meetings are publicly announced on the county's website, with web conference capacity to accommodate general participation. The composition of members of Butte County's Drought Task Force and its advisory nature do not automatically trigger any procedural requirements for compliance with the Ralph M. Brown Act (CGC, Section 549501 et seq., hereinafter "the Brown Act").

Since the enactment of SB 552, Butte County leveraged the existing Drought Task Force to meet the requirements of CWC Section 10609.70(a) for a standing county drought and water shortage task force.

- Tribal representatives for their perspective in terms of potential water shortage risks and offering institutional knowledge, data and science, other resources, and valuable input.
- GSAs, as they have developed and must implement GSPs to manage groundwater sustainably in a basin using either a single plan or coordinated multiple plans. Engagement with GSA(s) that exist within the county will be vital to coordinate efforts for SB 552 implementation in areas with recognized groundwater basins.
- State representative for continuous State support and guidance on SB 552 requirements (e.g., staff from DWR or State Water Board's Division of Drinking Water).
- Community members who get their household water from state small water systems and domestic wells to provide their perspective and practical considerations.
- Representative(s) from large public water systems with potential capacities to support long-term mitigation strategies and actions and short-term response actions (such as mutual aid and water sharing).
- Leadership from county government that sets or communicates priorities (e.g., county chief administrative office).
- Representative(s) from other relevant regional management groups, such as CV-SALTS Management Zones, as they have responsibilities related to well testing and provide replacement water in the Central Valley. Their participation would facilitate additional coordination and learning on outreach and program design.

Case Study

El Dorado County Drought and Water Shortage Task Force

Per SB 552 requirements under CWC Section 10609.70(a), El Dorado County established a Drought and Water Shortage Task Force in 2022 under the Countywide Plenary for Water established by El Dorado Water Agency (EDWA) for implementing its county water plan, the Water Resources Development and Management Plan. Separate from the County of El Dorado, EDWA is charged through the 1959 El Dorado County Water Agency Act with water resource development and management in El Dorado County, as the Legislature found that countywide water management issues cannot be adequately managed by individual water agencies.

El Dorado County's Drought and Water Shortage Task Force consists of five core members who are responsible for managing public water systems, state small water systems, and domestic wells. The five core members also consult with additional advisory members who provide information about local conditions and specific needs and offer input for consistent implementation and equity. In addition, the Drought and Water Shortage Task Force provides input to the EDWA Board and El Dorado County Board of Supervisors on drought management and water shortage mitigation for implementation considerations. The membership information and the charter of the Drought and Water Shortage Task Force are provided on EDWA's website.

The composition of members and the advisory nature of El Dorado County's Drought and Water Shortage Task Force do not automatically trigger actions required for compliance with the Brown Act. Meetings are publicly announced on the county's website, with web conference capacity to accommodate general participation.

Counties are encouraged to conduct an assessment of their unique conditions and identify core members to provide adequate coverage of, at a minimum, state small water systems and domestic wells as required by SB 552. They are also encouraged to consider the additional benefits for expanded coverage to include additional representatives to provide a comprehensive picture of potential water shortage risks and needs for short-term mitigation and long-term prevention.

The following is a list of potential members who may have resources, capabilities, and ideas to contribute to the Task Force for drought and water shortage supply planning. Note that this is not an exhaustive list of stakeholders; counties should consider their own lists of potential partners for improving countywide drought planning.

- Nonprofits that have a goal to provide accessible and safe water supplies to communities (e.g., Self Help Enterprises, Community Water Center, Leadership Center for Accountability and Justice)
- Facilities and infrastructure specialists who make recommendations about improvements or installations (e.g., water system operators, public water systems, flood control districts, water rights specialist from the State Water Board)
- Access and functional needs representatives who can help target special water needs
- Public information specialists who can aid in messaging the work that the Task Force does, and can publicize conservation measures
- Community residents on community water systems at risk of failing or on the State Water Board's Human Right to Water list
- Environmental and resource specialists such as hydrology specialists, but also natural and cultural resource subject matter experts
- Planning departments that can ensure compliance with other requirements and integrate drought planning into existing plans (e.g., Public Works, Zoning Plans, Land Management Plans)
- Economic and business sector representatives who may be able to identify private-sector capabilities
- Public safety representatives who may have experience organizing and working with Task Forces and may offer varying perspectives on unique water needs and security concerns

- Legal counsel that can ensure that plans and funding are in line with county and State laws, policies, and procedures
- Adjacent county or government partners who can leverage capabilities and identify opportunities for economies of scale
- Engineers who can share technical solutions based on prior experiences

2.4 Best Practices

The following are best practices that the Task Force, or alternative process, may implement to improve its functions and outcomes:

- Develop a charter (see Appendix A for a charter template for consideration) or, at a minimum, a common understanding about the charge of the Task Force that includes:
  - The purpose and goal of the group
  - Membership
  - Responsibilities
  - Meeting schedule and parameters
- Establish the frequency of meetings during normal conditions, early onset of drought, drought, and emergency drought conditions (e.g., twice a year during normal conditions, once a month during the early onset of drought, every other week during active drought conditions, and every week during emergency drought conditions).
- Identify, define, and recommend priorities, trigger points, phases, and processes for inclusion in drought planning. These may mirror or incorporate existing plans.
- Develop an information flow and documentation system for continuous drought and water shortage planning.
- Create a web page, perhaps hosted on the county website, on which to post answers to frequently asked questions, drought- and water shortage-related materials, Task Force information (e.g., meeting details, minutes from meetings held), a list of county resources, and the County DRP.

  - Example 1: Butte County's **website** incorporates Public Health, Water Resources and Conservation, and County OES information.
  - Example 2. EDWA's **website**, generates real-time drought conditions through its public geographic information system (GIS) portal, along with other countywide information resources.

- Coordinate and support the county with long-term and advance planning efforts to prevent water shortages.
- Engage the community in drought and water shortage planning efforts and consider the needs of groups with access and functional needs (i.e., people with disabilities, older adults, children, limited English proficiency, and transportation-challenged), as these groups may be disproportionately affected during disasters.
- Serve as a coordination hub to support effective and efficient implementation of emergency response and programming across programs.
- Provide a centralized venue for residents to receive information and connect to resources.
- Facilitate coordination between County OES and Cal OES during drought and water shortage emergencies.

Meetings held by the Task Force or alternative process should be public to improve transparency and accountability with meeting information posted online and onsite for easy access. Depending on the member composition, a convening of the Task Force does not automatically trigger compliance requirements of the Brown Act. Rather, most task forces are advisory in nature and, therefore, do not include elected officials or decision-makers as members. Counties should consult their legal counsel to define best practices for meeting announcements and associated actions, and, if needed, for Brown Act compliance. If there is a potential for a quorum, proper notification should be made. In some cases, a meeting can be noticed as a special meeting to allow for a quorum to be present and for certain topics to be raised, and to clarify whether any decisions would be made during the meeting.



3 | Drought and Water Shortage Risk Assessments

A risk assessment is an overall process to explore potential hazards and analyze what could happen and who may be impacted if the hazard occurs. This is a standard part of informing any disaster mitigation plan. A drought and water shortage risk assessment is central to understanding, planning for, and reducing, where possible, the vulnerabilities and potential impacts of drought conditions, water shortage events, and other related hazards to state small water systems and domestic wells. Identifying vulnerabilities provides counties with information that can, and should, be used to develop response plans to meet emergency and short-term needs and to develop long-term mitigation strategies and actions that reduce the need for future short-term emergency response actions. This chapter provides guidance on how to conduct a drought and water shortage risk assessment within a county for state small water systems and domestic wells, and how to use that information to plan emergency response and longer-term mitigation.

If a jurisdiction is also seeking approval of the drought and/or water shortage risk assessment within the LHMP, it should follow the requirements outlined in the Federal Emergency Management Agency's (FEMA) **Local Mitigation Planning Handbook** (FEMA 2013). It should also refer to the most recent version of the California State Hazard Mitigation Plan. The guidance offered in this Guidebook does not replace the more structured FEMA regulatory requirements. Counties would improve their eligibility for FEMA's Pre-Disaster Mitigation and Hazard Mitigation Grant programs by following FEMA's approach for risk assessment.

3.1 Legislative Directive

CWC Section 10609.70 enacted by SB 552 provides the following directives relative to drought and water shortage risk assessment (**bold** added for emphasis as related to this section):

> *(b)* ***A county shall develop a plan that includes potential drought and water shortage risk*** *and proposed interim and long-term solutions* ***for state small water systems and domestic wells within the county's jurisdiction.*** *The plan may be a stand-alone document or may be included as an element in an existing county plan, such as a local hazard mitigation plan, emergency operations plan, climate action plan, or general plan. A county shall consult with its drought task force or alternative coordinating process as established by this section in developing its plan. A county shall consider, at a minimum, all of the following in its plan:*
>
> *(1) Consolidations for existing water systems and domestic wells.*
>
> *(2) Domestic well drinking water mitigation programs.*
>
> *(3) Provision of emergency and interim drinking water solutions.*
>
> *(4) An analysis of the steps necessary to implement the plan.*
>
> *(5) An analysis of local, state, and federal funding sources available to implement the plan.*

3.2 Concepts and Terminology

Risk assessments include a suite of concepts that are traditionally used in emergency response and disaster mitigation planning. This Guidebook uses terms consistent with Cal OES, FEMA, and other State and federal agencies. For the purposes of this Guidebook, the following definitions from the FEMA Local Mitigation Planning Handbook (FEMA 2013) have been adapted slightly for drought and water shortage planning:

- **Hazard** – Source of harm or difficulty created by a meteorological, environmental, geological, other event, or hydrological and/or other environmental conditions.
- **Community assets** – The people, structures, facilities, and systems that have value to the community. The minimum assets considered as part of the SB 552 plan must include state small water systems and domestic wells and populations reliant on these water supplies.
- **Vulnerability** – Characteristics of community assets or population that make them susceptible to damage from a given hazard. This guidance presents both physical vulnerability and social vulnerability.
- **Impact** – The consequences or effects of a hazard related to drought and water shortages on the community and its assets.
- **Risk** – The potential for damage, loss, or other impacts (e.g., water shortage) created by the interaction of natural hazards with community assets and their physical and social vulnerabilities.
- **Risk assessment** – Product or process that collects information and assigns values to risks for the purpose of informing priorities, developing or comparing courses of action, and informing decision-making.

3.3 Purpose of a Drought and Water Shortage Risk Assessment

The purpose of completing a drought and water shortage risk assessment as part of the County DRP is to understand pathways of how the potential impacts of drought and other water shortage may occur and, subsequently, induce impacts on the people, economy, and environments of the community (FEMA 2013). The findings provide a foundation for developing the plan to reduce or avoid the potential impacts of drought and water shortage events. This includes, but is not limited to, identifying the areas within a county that are most susceptible to water shortages and/or where residents are most vulnerable to impacts of water shortages. Domestic wells, homes with private surface water intakes, and state small water systems vary in terms of how they may experience impacts during drought and water shortage events. However, they are generally considered to be among the most vulnerable to drought in the State, providing an important driver of SB 552.

The outcomes of a drought and water shortage risk assessment may include the following types of information, all of which contribute to drought and water shortage planning:

- The locations of domestic wells, and private surface water and state small water systems
- Understanding where residents rely on domestic wells, private surface water intakes, and state small water systems, and their status of social vulnerability
- Data gaps that should be filled to better inform development and implementation of short-term response actions and long-term mitigation strategies and actions
- Barriers, if any, that prevent the county and state small water systems and domestic wells from pursuing strategies for short-term response and long-term mitigation strategies and actions (e.g., affordability; technical, organizational, and institutional capacities; limited authorities; State mandates to alleviate housing shortages and other competing policies and regulations; political will and community support; and available funding and burdens for securing funding)

3.4 Risk Assessment Approach

Drought- and water shortage-related hazards may be different in terms of duration, intensity, geographic location, and other characteristics. Where and how people may be impacted depends on a combination of environmental, hydrological, and social factors. A county may gain valuable information on the vulnerability of state small water systems and domestic wells in its jurisdiction and what may need to be done to prevent future water shortages. Completion of a drought and water shortage risk assessment yields more comprehensive and objective findings, because hydrological conditions are complex. Access to water may be affected by surface water flows, groundwater levels and conditions, and regulatory and infrastructure constraints.

Domestic wells, homes with private surface water intakes, and state small water systems, as well as some small public water systems, vary in terms of how they experience impacts during drought and other water shortage situations. However, they are generally considered to be among the most vulnerable to drought in California, providing an important driver to the passing of SB 552 legislation.

Conducting a drought and water shortage risk assessment will include a review of local water supply reliability planning efforts to identify triggers and needed outcomes of short-term response actions. In general, a drought and water shortage risk assessment can be completed in five steps to understand vulnerabilities and risks countywide, with a sixth step to use the findings to identify needs of the county for implementing its County DRP once it is developed. The following is based on the steps presented in the 2013 FEMA Local Mitigation Planning Handbook to conduct a risk assessment (FEMA 2013):

1. Describe the hazard
2. Define the scope and community assets
3. Conduct vulnerability assessment
4. Analyze risks
5. Summarize assessment

Table 3-1 shows a list of recommended questions that can help counties document their potential needs. A county may choose to include these in its long-term mitigation plan to support a better understanding of the assets and how they are vulnerable and at-risk to drought and water shortages.

Step 1: Describe the Hazard

The first step to complete a risk assessment is to describe the hazards, which in the context of SB 552 are the natural, human-made, and social processes that can lead to water shortages in the county. The description should include a characterization of drought and water shortage conditions in the county, including past events and their extent, and the probability of future events. More specifically, this could include a discussion of available water supplies, estimated water uses, and planned water management actions (if any) for improving water reliability and resilience to set the broader context. The historical hydrological data in the region reflecting varying weather conditions is useful

Table 3-1
Recommended Questions Tied to the Risk Assessment

Risk Assessment Steps	Example Questions
1. Describe the hazard	Are the impacts of past droughts documented in the county? Are there scenarios developed that could provide insight into how groundwater levels and other supply availability could be affected?
2. Define the scope and community assets	Does the county have an inventory of homes reliant on domestic wells, private surface water intakes, and state small water systems?
3. Conduct vulnerability assessment	Under what conditions would these homes experience water shortages? Are some vulnerability factors unknown or could data be inaccurate? Can available regional or State data be scaled to the state small water system/domestic well/ private surface water intake level? Are there some measures for which no data or insufficient data is available (e.g., depth of well to hard rock)?
4. Analyze risks	Do scenarios of past droughts or projected extreme events exist in a useful format for exploring risk?
5. Summarize assessment	What are the key findings? What methods were used? What people participated in the assessment and review?
6. Assess capabilities	Are additional staff or skills needed to support planning and implementation to mitigate the identified drought and water shortage risks?

information to include, as well as climate change impacts that have already manifested now and will continue to do so in the projected future. Counties also may choose to incorporate hazards that frequently co-occur with drought, such as wildfires (including human-induced incidents), water quality concerns, and extreme heat conditions. Doing so makes their County DRP more robust.

The State and federal governments provide services such as weather forecasts and compilation of historical data. The **US Drought Monitor** offers a broad view of drought conditions throughout the continental United States (U.S.), and allows users to download selective data. DWR's **California WATER WATCH** offers a variety of past and current water conditions, viewable by statewide or by geographic location, that can be used to understand water supplies and drought in the county (DWR 2022a). Datasets from different sources include:

- Precipitation
- Temperature
- Reservoir levels
- Snowpack
- Groundwater levels
- Streamflow
- Soil moisture
- Vegetation conditions

For more detailed information on groundwater, both past and present, **California's Groundwater Live** maintained by DWR offers information, including maps on:

- Current conditions
- Groundwater levels
- Well infrastructure
- Land subsidence

Counties can utilize available qualitative and quantitative information through various studies to further characterize how water shortage conditions may evolve under climate change, including the 2018 **California's Fourth Climate Change Assessment** and several **basin studies** completed by U.S. Department of the Interior, Bureau of Reclamation (Reclamation) (e.g., the 2022 **American River Basin Study**, 2017 Los Angeles Basin Study, 2016 Sacramento and San Joaquin Basin Study, and others).

Cal Adapt is a data platform that can be used to explore and access scientific data that depicts how climate change might affect California at the state and local levels. Data is made available through downloads, visualizations, and other options. Especially relevant to counties is the Local Climate Change Snapshot Tool (within Cal Adapt) that allows the user to enter a county (or other geographic location) and generate a report for that area's climate conditions (past and projected future under the changing climate), including:

- Extended drought scenarios
- Precipitation
- Sea level rise
- Extreme weather
- Extreme precipitation
- Extreme heat
- Wildfire
- Snowpack
- Streamflow

Additionally, other organizations (GSAs, Integrated Regional Water Management programs, universities, and other researchers) may have further information and documentation to use as part of the hazard description, including information relative to future conditions under climate change. The projected conditions under climate change are most important for counties to incorporate into their design of long-term strategies and actions to reduce drought impacts and mitigate water shortage conditions. As with all compiled data, counties should review the available information to determine the accuracy, limitations, and resolution, and, to the extent possible, to develop local-specific information for customized use.

Step 2: Define the Scope and Community Assets

After the hazard is characterized, the next step is for the county to identify the scope and objectives for asset protection for drought resilience planning purposes, and inventory the associated assets. In the context of SB 552, goals and objectives for drought resilience planning are, at a minimum, to focus on those reliant on state small water systems and domestic wells, and to identify the desired outcomes in terms of level of protection for these populations. Counties may include private homes with their own surface water intake as part of the asset inventory, because they can be very vulnerable to water quality problems and shortages in drought conditions. An asset inventory focuses on mapping the locations of domestic wells, state small water systems, and private surface water intakes for domestic use. Other physical water supply assets that a county may choose to consider in its scope may include small public water systems, ecological habitats, and other beneficial uses of water.

To the extent possible, counties should develop an inventory of areas that state small water systems and domestic wells may serve. The State hosts databases with this type of information to the extent possible, some of which is included in the DWR **Water Shortage Vulnerability Explorer** that offers counties a starting point. Counties may have more accurate data records or can work to create accurate inventories of active domestic wells, state small water system service areas, locations of households reliant on private surface water intakes, and population counts of how many people rely on these water supplies.

A widely used dataset of domestic wells statewide is DWR's **well completion report website** that hosts an online public database of well completion reports submitted to the State by well drillers, along with a mapping tool. The data contained in a well completion report includes its location, depth, and other information about each well, which is also accessible through **California Groundwater Live** and the DWR **Water Shortage Vulnerability Explorer**. Note that the existence of a well in the well completion records does not guarantee the corresponding well is active or the information is up to date. Not all well drillers are diligent in submitting their well completion reports. Counties should do their best to corroborate information for accurate reporting.

The State Water Board also has compiled documentation of **state small water systems** and domestic wells submitted by counties as part of SB 200 implementation. SB 200 requires local health officers and other relevant local agencies to submit water quality data for state small water systems and domestic wells. Refer to the State Water Board's **state small water system and domestic well water quality data website** for additional information. Note that state small water systems can rely on surface water intakes or groundwater wells.

Table 3-2 describes State-hosted datasets on locations of state small water systems and domestic wells. Counties may have a more complete inventory of these assets than State-hosted information. In such cases, they are encouraged to use the best available data for their risk assessments based on their discretion and needs.

State small water systems and domestic wells could be affected by drought or water shortage events, but some conditions may make these assets more vulnerable than others. For example, shallow domestic wells are more physically vulnerable to water shortage than deeper wells in the same area of a groundwater basin. Some domestic well-reliant households that do not have access to a vehicle may face more challenges when coping with a well outage. Similar conditions may be applicable for some households with private surface water intakes. Some of the indicators of physical and social vulnerability are described in Step 3, many of which were previously identified and developed in the CDAG process leading to SB 552 (DWR 2021b).

Several other water-related assets can inform the risk assessment, including, but not limited to: locations and attributes of public water systems (size, service area, water sources), proximity of water systems to one another (domestic wells, state small water systems, public water systems), existing mutual aid agreements between water suppliers or between water suppliers and the county to support domestic well outages, storage tanks, fill stations, and other infrastructure or arrangements to support interim drinking water solutions. The **State Water Board's Electronic Annual Report** is a survey of public water systems that compiles information on public water system source water capacity, contacts, population and volume served, and number of service connections, among other information. The service areas of these systems, hosted by the State Water Board's Service Area Boundary Layer, is also

Table 3-2
State Small Water System and Domestic Well Data Accessibility

State Small Water System Data

State Source	Local Source
State Water Board hosts a **public database** with locations of state small water systems that is also available upon request	Available by county department that oversees the management of state small water systems (e.g., Environmental Health)

Domestic Well Data

State Source [1,2,3]	Local Source
DWR: Well completion reports GAMA Groundwater Information System: Groundwater quality data from several different sources on an interactive Google-based map interface	Available by county department that oversees well permitting or county data management (e.g., Environmental Health, Assessor's office)

Notes:

[1] https://data.cnra.ca.gov/dataset/well-completion-reports

[2] https://www.waterboards.ca.gov/water_issues/programs/gama/online_tools.html

[3] ttps://sgma.water.ca.gov/CalGWLive/

Key:
DWR = California Department of Water Resources
GAMA = Groundwater Ambient Monitoring and Assessment Program
State Water Board = State Water Resources Control Board

included in the DWR **Water Shortage Vulnerability Explorer** to help explore the locations of other assets in the county. Other assets may be more locally specific and, therefore, not available in statewide databases. Nonetheless, these locally-specific assets may be very valuable for informing risk assessment and plan development.

Step 3: Conduct Vulnerability Assessment

Step 3 is to conduct a vulnerability assessment by gathering and assessing the data and other information needed about what may make people reliant on certain assets in the county that may become vulnerable during drought or water shortage events. Based on the findings, counties should document the extent and areas vulnerable and why.

There are two major categories of vulnerability assessment for counties to consider as they develop their County DRP: physical vulnerability and social vulnerability. A set of indicators for physical and social vulnerabilities was developed through a stakeholder participation process per the requirements of AB 1668 to identify small water system and rural communities in the State at risk of drought and water shortages. During this process, physical and social vulnerability indicators were formulated considering geology, land use, climate, infrastructure, population demographics, and other factors. Details of these indicators are provided later in this discussion of Step 3. Counties should review all the indicators for their applicability to their respective state small water systems and domestic wells, and develop additional indicators as appropriate. Counties may review physical vulnerability and social vulnerability together, as they may mutually reinforce each other.

To further aid counties in the assessment of physical and social vulnerabilities, DWR has improved the exploratory tool and indicators developed during (and updated since) the aforementioned AB 1668 process. The resulting DWR **Water Shortage Vulnerability Explorer** contains available statewide data that is relevant and publicly available. These datasets serve as basic information that counties could rely on in their efforts to conduct drought and water shortage vulnerability assessments. DWR is committed to maintaining this tool and updating the indicators and reference layers with necessary improvements. DWR is also committed to expanding the tool's intended use in perpetuity as part of its technical assistance, and to meet the corresponding requirements of SB 552 (CWC Section 10609.80(a)).

To provide data to all counties in a consistent manner, DWR included datasets that have statewide coverage, and recognizes that the resolution and integrity of the data depends on how the original reported data were prepared by contributing entities. Counties may have additional county-specific data that could be used to augment the basic datasets to further assist the vulnerability assessment for improved quality or relevancy. Counties may leverage their local datasets to augment statewide data provided through the DWR **Water Shortage Vulnerability Explorer**, document their use, and share them with State agencies to promote awareness and a shared understanding of on-the-ground conditions.

DWR's **Water Shortage Vulnerability Explorer** provides individual maps of the indicators and downloadable data for all indicators. Maps of individual vulnerability could be more useful for developing short-term response plans and long-term mitigation strategies and actions than a composite score, because they provide specific detail of each vulnerability.

Physical Vulnerability Assessment

A checklist for assessing physical vulnerability is provided in **Table 3-3**, followed by a more detailed discussion of its use in a drought and water shortage risk assessment. Many of these indicators, as well as original dataset source information, are provided through the DWR **Water Shortage Vulnerability Explorer** to assist counties in initiating their drought and water shortage risk assessments.

DWR developed the checklist in **Table 3-3** based on the findings of the Small Water Systems and Rural Communities Drought and Water Shortage Contingency Planning and Risk Assessment (DWR 2021b). To assess a county's drought and water shortage vulnerability for state small water systems and domestic wells, counties should consider the checklist and determine if each risk indicator is applicable in their respective county.

The checklist in **Table 3-3** offers an initial step to identify relevant vulnerability factors for additional evaluation. Counties may download the associated maps from the DWR **Water Shortage Vulnerability Explorer** or create maps based on collected data for easy dissemination of information and documentation as part of their countywide assessment.

After completing this exercise, counties may realize that more data and information are needed to inform planning. If that is the case, counties can proceed with completing a risk assessment with available data, identifying additional data needs, and taking action to acquire additional data to improve their water shortage planning efforts. Documenting methods, dataset used, and contributors on this part of the vulnerability assessment and making it public supports a transparent planning process.

Social Vulnerability Assessment

Certain communities and individuals tend to be more impacted by a drought and water shortage event than others due to their social vulnerability. Even a single day without household water can create major hardships and stress. Two neighboring homes may both rely on private domestic wells, but one household may be impacted more severely than the other for a variety of reasons. One household may know who to contact to ask for help, while the neighbor may have no knowledge that help may exist. Or they may have the knowledge, but no transportation, time between jobs, language ability, or budget to purchase or otherwise pick up bottled water. One neighbor may be able to find alternative housing until their water supply is safe again, whereas the other neighbor may have no known options. Understanding the socioeconomic, demographic, and community

Table 3-3 – Physical Vulnerability Factors Recommended for Consideration in the County's Assessment

No.	Physical Vulnerability Indicator	Observed Conditions	Applicability – If YES, please check off and evaluate vulnerability	Applicability – If NO, please check off and explain why	Available data (quantitative or qualitative) for assessment
1	Temperature shift: Projected change in heat by mid-century				
2	Wildfire risk: Projected severe or high severe risk				
3	Sea level rise projections of seawater intrusion into coastal aquifers				
4	Most recent water year's precipitation compared to historical average				
5	Count of multiple dry years within the past five years				
6	Fractured rock area: Communities in fractured rock areas				
7	Current Wildfire Risk (CAL FIRE)				
8	Groundwater Water Quality Risk Index: Likelihood that groundwater accessed by domestic wells may contain concentrations of constituents above regulatory levels				
9	Subsidence presence: Record of subsidence				
10	Over-drafted basin: Critically over-drafted groundwater basin				
11	Declining groundwater levels				
12	Irrigated agriculture: Presence of irrigated agriculture				
13	Reported household outages on domestic wells: Presence of domestic wells running dry				
14	(Alluvial Basin only) – Dry well susceptibility: Estimated likelihood of domestic well(s) running dry				
15	(Fractured Rock Area-only) – High density of domestic wells				
16	Depth of domestic wells and state small water system wells				
17	Back-up energy sources for households on domestic wells and for state small water system wells				

Key: CAL FIRE = California Department of Forestry and Fire Protection

Note: Refer to the Small Water Systems and Rural Communities Drought and Water Shortage Contingency Planning report for descriptions of the vulnerability factors (DWR 2021b).

characteristics and conditions (collectively, "social vulnerability") is a critical component for counties to be able to properly identify risks and then to account for them when developing Emergency Response Plans, interim drinking water solutions, and long-term mitigation strategies and actions for households reliant on state small water systems and domestic wells.

Recognizing the importance of accounting for vulnerable communities in local disaster and emergency planning, the Technical Advisory Committee of the Integrated Climate Adaptation and Resiliency Program developed a guide for local planners on how to assess social vulnerability, including what type of indicators to consider and why, and where to find the information (**Defining Vulnerability Communities in the Context of Climate Adaptation**). This guide is a useful reference for counties to learn how to incorporate this critical dimension of conducting a drought and water shortage risk assessment in the County DRP.

Tools to Explore Social Vulnerability

Several tools exist for exploring social vulnerability among a variety of indicators to support local planning in the State. The DWR **Water Shortage Vulnerability Explorer** tool offers a limited set of population characteristics frequently used to assess social vulnerability. These characteristics serve as a starting point for counties as they develop their drought and water shortage risk assessment; counties are able to view these population characteristics in conjunction with physical vulnerability indicators, assets (domestic wells and state small water systems), and other reference layers.

The **Healthy Places Index®**, developed by the Public Health Alliance, is a well-established and widely used tool to explore social vulnerability across a wide variety of relevant indicators. This platform is used by counties and other local planners throughout the State "to compare the health and well-being of communities, identify health inequities and quantify the factors that shape health." The platform not only provides many indicators related to understanding social vulnerability, but also provides narratives with each indicator to translate the data to help decision-makers and local planners interpret the indicators for each user-selected location. This data and decision-support platform allows the user to:

- Compare data across geographies and time periods
- Examine the link between race and place
- Explore longitudinal data
- Filter geographies by race, ethnicity, and country of origin
- Analyze historical redlining data to highlight the impact of racist policies

- Track indicator changes over time
- Conduct side-by-side map comparisons
- View data by ZIP code and unincorporated areas
- View hundreds of new decision-support layers, including measures of equity, diversity, and inclusion; schools, students, and education; climate projections; and housing stock
- Get policy recommendations tailored to the needs of their community

As an additional resource to highlight, the California Department of Public Health (CDPH) provides guidance and data visualization through the **Climate Change and Health Vulnerability Indicators** for county health departments in the State. The approach used by CDPH also offers helpful framing to apply to drought risk for domestic wells and state small water systems specifically. For county planning efforts, several tools are available to support social vulnerability assessments and social equity.

Counties should leverage the tools available to explore social vulnerability within their county to facilitate drought and water shortage planning. **Table 3-4** provides a list of social vulnerability indicators compiled from research, recommendations, and guidance provided by OPR, U.S. Center for Disease Control and Prevention (Flanagan et al. 2011), and Cal OES for identifying the highest risk and most socially vulnerable communities. For a more inclusive checklist and additional resources, refer to OPR's guide on vulnerable communities. Additionally, counties may have other information that could be useful for assessing social vulnerabilities and are encouraged to incorporate it as appropriate.

As with the physical vulnerabilities, documenting findings of social vulnerability assessments using maps or other means is an effective means for communication and can provide the basis to inform the development of strategies and actions for short-term response actions and long-term mitigation strategies and actions.

Table 3-4 – Social Vulnerability Indicators Recommended for Consideration in the County's Assessment

No.	Social Vulnerability Indicator	Observed Conditions	Applicability – If YES, please check off and evaluate vulnerability	Applicability – If NO, please check off and explain why
1	Median household income*			
2	Per capita income*			
3	Population under poverty level*			
4	Elderly*			
5	Children*			
6	Single parent households*			
7	Unemployment*			
8	Educational attainment*			
9	Linguistic isolation*			
10	Vehicle ownership/access*			
11	Group quarters*			
12	Homeownership*			
13	Mobile homes*			
14	Unhoused populations			
15	Percent of population non-white			
16	Percent of tribal homes			
17	Supermarket access			
18	Health insurance			
19	Prison populations			
20	Tribal communities			
21	Gender			
22	Immigrants			
23	Sexual orientation			
24	Access and functional needs populations			

Note: * Denotes the population characteristics provided by the DWR **Water Shortage Vulnerability Explorer** tool to assess social vulnerability.

Table 3-4 – Social Vulnerability Indicators Recommended for Consideration in the County's Assessment

No.	Social Vulnerability Indicator	Observed Conditions	Applicability – If YES, please check off and evaluate vulnerability	Applicability – If NO, please check off and explain why
25	Domestic violence shelters			
26	Shelters for lesbian, gay, bisexual, transgender/ transsexual, queer/ questioning, intersex, and allied/asexual/ aromantic/ agender (LGBTQIA) youth and adults			
27	Household knowledge level of drought- and other water shortage-related disaster resources			
28	Amount of full-time jobs available versus part-time job year round			
29	Telecommunications – availability and accessibility			
30	Households with water or electricity shut off in last 12 months			
31	Services for undocumented persons			
32	Neighborhood cohesion			
33	Civic participation			
34	Access to credit			

Metrics of Water Shortage Vulnerability for Planning

Understanding the metrics related to physical and social vulnerabilities in relationship to droughts and water shortages can inform a county's development of remedies to alleviate the identified physical and social vulnerabilities. Counties also can begin to put together the pieces of the risk assessment as part of this step. More specifically, reporting on metrics that indicate high physical vulnerabilities and high social vulnerabilities is a useful way to identify and communicate areas needing prioritization. The following are suggested metrics to include when mapping out data within a county's boundaries, as appropriate locally. If the county includes GSA boundaries, jurisdictional, or other types of commonly used divisions, metrics may be reported for each county or sub-region within the county, as appropriate, for planning:

- Number of people with domestic wells
- Number of state small water systems and overall population
- Number of domestic wells on fractured rock
- Percentage of active wells less than 100, 200, 300, and 400 feet (or any depth that is appropriate for individual county); well depth will vary depending on location within the State, and a deep well along the coast may be 60 feet in depth
- Number and percentage of wells in areas of high and medium water quality risk; describe what water quality constituents present the risk
- Number and percentage of state small water systems in areas of high and medium water quality risk; describe what water quality constituents present the risk
- Number of households receiving bottled water due to water quality issues
- If known, number of homes with a self-supplied back-up storage tank to handle power outages and other limited-term outages
- If known, the number of systems that have auxiliary power to maintain system operation during outages
- Number of homes on private surface water intakes, such as from a lake, creek, river, reservoir, or spring
- Distance from the nearest urban center
- Number of unhoused populations
- Water sources of unhoused populations

Metric development is an important planning exercise that can be useful for tracking impacts and evaluating effectiveness of the County DRP's implementation over time, and for building political will and public engagement and support for the planning process.

Step 4: Analyze Risks

Step 4 of the risk assessment is to apply the previously characterized hazard (the occurrence and associated impacts of droughts and water shortage events) for the identified community assets of interest and the findings of assessment on the community's physical and social vulnerabilities associated with the hazard to evaluate the resulting risks of water shortage. For the purposes of this Guidebook, risk analysis involves first identifying the negative impacts that could be potentially realized as a result of a hazard considering its probability of occurrence. This step can help counties and other parties involved in the planning process to understand where the greatest risks of droughts or water shortages to communities are and their corresponding extent of water shortage (see **Figure 3-1**).

Each drought is different, and even the same drought presents different risks of how people could be impacted. Therefore, risk can be evaluated based on different scenarios of conditions and incidents of water supply outages. For drought and water shortage events, counties may explore different scenarios by carefully formulating questions like the following, but not limited to:

- What areas have a high physical vulnerability and a high number of state small water systems or domestic wells (representing consequence of impact)?
- What areas are in fractured rock and have a high density of domestic wells (high consequence of impact)?
- Where are high wildfire risk zones with frequent public safety shutoffs (thus, high likelihood of water shortage occurrence)? Do state small water systems and domestic wells have back-up power or sources of water (including, but not limited to, bottled water) in these areas?
- Where are populations with high social vulnerability (e.g., linguistic isolation) that rely on domestic wells in fractured rock areas?
- Where are populations with a high proportion of children living below poverty that rely on domestic wells or state small water systems?

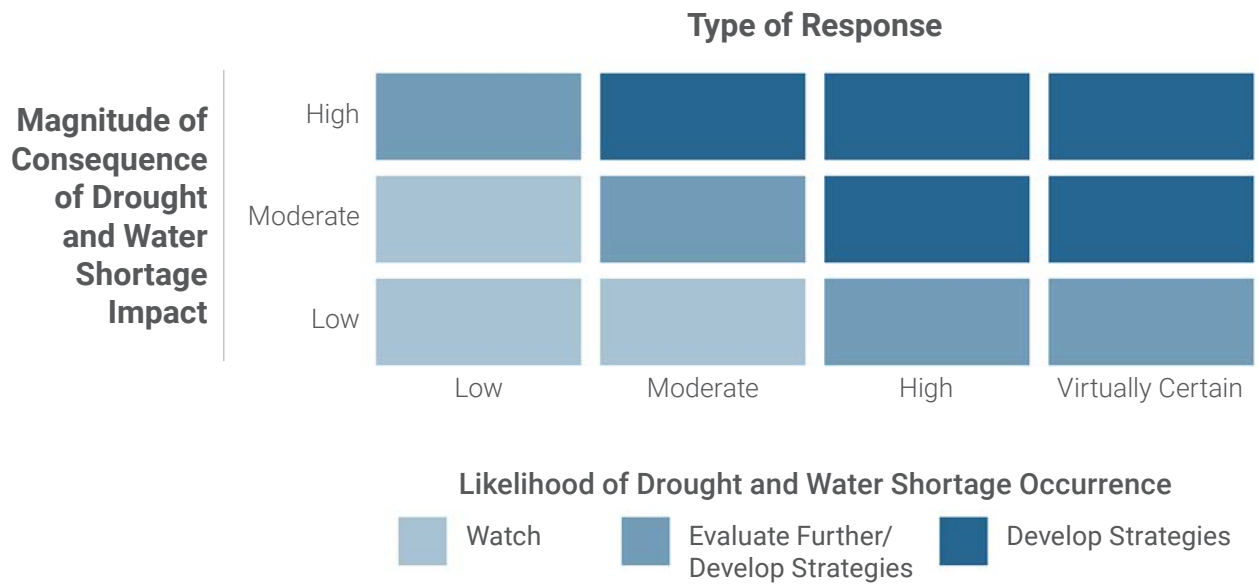
With these questions, counties may consider exploring scenarios with combination of conditions reflected by answers to the above questions. For example, a county might explore the scenario of a high proportion of domestic wells reporting outages, possibly under conditions of an extended multi-year drought event or

continued aridification. This scenario may be less likely to occur, but it could have significant consequences and disruption because of the potential number of households and residents that may be affected. Counties may document the assessments of these scenarios systematically for easy synthesis and identification of needed focus in planning efforts to mitigate drought and water shortage impacts. A **table template** used by the U.S. Department of Homeland Security to organize information by hazard and by scenario for their business risk assessment can be used as an example for further adaptation by counties to use in their drought and water shortage risk assessments.

Another reference for best practices in risk assessment and documentation is **the guidance and templates** developed by the U.S. Environmental Protection Agency (USEPA) to assist community water systems serving more than 3,300 people to conduct required risk and resilience assessments to inform their development of Emergency Response Plans required by the America's Water Infrastructure Act (AWIA) of 2018. The AWIA-focused community water systems have already completed their respective Emergency Response Plans based on the required filing schedule. The experience and identified practices of these community water systems could be helpful for reference by counties and state small water systems and domestic wells as the scope of their risk assessment and associated response planning are much broader, including all natural and human-made disasters and emergencies. This condition presents another opportunity for counties to engage larger water systems for potential collaboration and assistance to state small water systems and domestic wells when necessary. In addition, AWIA requires a five-year review of associated risk assessments and revision of the Emergency Response Plans developed by community water systems for compliance purposes. The periodic review can also be very helpful in the context of drought and water shortage risk assessment. A periodic review of their assessment and associated County DRP can help keep the information current and provide transparency and accountability for implementation.

Risk matrices that account for the probability of occurrence and consequence of occurrence are commonly used to engage interested parties and the broader community to identify potential risks. They also can effectively facilitate the discussion of appropriateness and prioritization of varying strategies and actions for short-term response and long-term mitigation. **Figure 3-1** presents an example representation of a risk matrix that can be used to display the findings of risk assessment. The available quantitative information to determine the probability and consequence of hazards can be enhanced by using other techniques, including interested parties surveys for collaborative knowledge building and incorporation of experience and outcome from prior implementation actions. Local knowledge to fill the gaps in available statewide data and to correct the data can make the assessment more realistic, useful, and applicable to local situations and unique considerations.

Figure 3-1 – Example of a Risk Matrix and Potential Prioritization of Actions



Note: Adapted from USGSA (2018) and Keenan (2019)

The DWR **Water Shortage Vulnerability Explorer** provides a composite physical vulnerability score that combines most of the factors listed in **Table 3-3**, and similarly provides a score combining a set of the statewide available social vulnerability indicators listed in **Table 3-4**. As previously noted, social vulnerabilities should be considered along with physical vulnerabilities in the risk assessment. The aggregate scorings offer a starting point for the county risk assessment. These aggregated scores can also help State agencies to identify areas where multiple factors simultaneously contribute to vulnerability, suggesting certain systematic deficiencies in government functions, physical conditions, or both, in combinations that require additional attention. Counties are encouraged to use their own scoring criteria that are customized for their local conditions and priorities to inform the development of short-term response actions and long-term mitigation strategies as part of the County DRP. Therefore, by default, the scoring presented in the DWR **Water Shortage Vulnerability Explorer** is offered as a starting point and may not be sufficiently comprehensive for direct use by counties without additional review, supplemental information, and potential adjustments.

Step 5: Summarize Assessment

A comprehensive vulnerability and risk assessment involves the use of a tremendous amount of information, both qualitative and quantitative. Data visualization through geospatial maps can help decision-makers to comprehend the scale and magnitude of issues and relative conditions among different geographic areas. Following FEMA's guidance for LHMP risk assessments (FEMA 2013), it is important to summarize the risks and vulnerabilities. Such a summary is useful for subsequent planning purposes and for communicating with decision-makers, including the county's Board of Supervisors and leadership of management agencies and entities. Other management groups and entities, such as GSAs and other regional planning groups, may also benefit from the summary of assessment findings.

Developing additional summary information in layman's terms makes the risk assessment information more accessible for public consumption and easy comprehension. The summary information should include the purpose and objectives for counties to develop a County DRP. Accessible and relatable information about the findings on drought and water shortage vulnerabilities is especially helpful to enhance the awareness of affected communities and individual households and promote actions to address the identified vulnerabilities and reduce associated risks of impact from drought and water shortage events.

Step 6: Assess Capacity

Evaluating capacity within a county for addressing drought and water shortage risks can help guide the development of solutions for state small water systems and domestic wells in the county. A capacity assessment can be done as part of the completion of the risk assessment, but is also important to revisit as part of developing the next plan elements (short-term response actions, interim solutions, long-term mitigation strategies and actions, and financing the implementation of the plan elements).

A community may already have a Threat and Hazard Identification and Risk Assessment / Stakeholder Preparedness Review as part of its emergency management preparedness and should check with local emergency management to see if it includes drought. A Threat and Hazard Identification and Risk Assessment is a three-step process that helps communities understand their risks and what they need to do to address those risks. A Stakeholder Preparedness Review is a self-assessment of a jurisdiction's current capability levels against the targets identified in the Threat and Hazard Identification and Risk Assessment. The U.S. Department of Homeland Security's ***Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) Guide: Comprehensive Preparedness Guide 20***1 (FEMA 2018) describes how to conduct such a review, providing a model with additional guidance on conducting a drought and water shortage risk assessment and associated capacity assessment that creates a critical reference for developing effective mitigation actions.

Counties may consider the following example questions when assessing capacity for developing and implementing its County DRP:

- How many licensed water haulers are available in the county or to serve the county? How many other counties also rely on these haulers? What portion(s) of the county may be more reliable for water hauling because of available sources of water in close vicinity?
- Has messaging on where to get help been distributed appropriately to communities reliant on state small water systems and domestic wells (translated in the language(s) spoken by the communities, posted in locations where communities gather, relayed or confirmed by trusted community leaders)?
- How many temporary storage tanks are available, at what locations, and of what sizes? How many people could they serve?
- Is the source water in a drought or water shortage event for water hauling secured by a contract or other legal agreement ? Who are the involved parties? What are the terms and conditions? Are there emergency contingencies specified in the contract or agreement?
- Does the county have designated personnel with appropriate training and availability to oversee the implementation of the County DRP?

These questions and other similar locally-appropriate questions tailored to findings of the risk assessment can help cultivate discussions on capacity needs for supporting preparedness, interim solutions, and risk reduction.

Data and information are an important part of developing a risk assessment. Therefore, identification of data and knowledge gaps is also critical to characterize the potential limitations and proper use of the County DRP, and areas of investment that could be realized through improving data and information availability and quality. The technical capacity and financial capacity of counties to acquire missing data and information are also important to understand. When the needed efforts for filling the identified data gaps are beyond county's capacity, well-articulated needs may be addressed by collaboration and cooperation with federal and State agencies or by additional financial assistance provided by federal and State agencies when available.



4 | Short-Term Response Actions

Based on the risk assessment, counties are to develop short-term response actions and long-term mitigation strategies and actions to alleviate the risk of droughts and water shortages. Chapters 4 and 5 of this Guidebook provide examples of short-term response actions and long-term mitigation strategies and actions for consideration by counties.

Short-term response actions recognize the vulnerability and expeditiously mitigate impacts during the early stages and during ongoing drought conditions and water shortage events in the planning area. This is in contrast to long-term mitigation strategies and actions that aim to reduce the vulnerability from occurring in the future. Short-term response actions fall under the recovery component of the Disaster Risk Management Framework presented in **Figure 2-1** as actions taken during and after a disaster to reduce the impacts of existing and ongoing drought and water shortage impacts.

An agreed-upon, clear Emergency Response Plan for drought and water shortage is a critical part of having a common vision and plan of action during dry conditions, so that residents with private supplies from domestic wells or surface water intakes, and customers of state small water systems, have adequate water supplies. The completion of the county's risk assessment should have provided insight into areas most susceptible to droughts and water shortages, including where shortages have occurred in past droughts, gaps in delivery capabilities, or water quality concerns.

This chapter describes several actions that counties can consider in their short-term response actions to provide emergency water supplies to California households and communities experiencing water shortages during a drought or water shortage. The portfolio of emergency preparedness actions established in one County DRP will differ from another based on local needs and preferences. In this chapter, only mutual aid agreements, interties, and emergency and interim water suppliers are discussed in detail. Other possible actions could include decontamination (if applicable), emergency generators (if the water shortage is due to disrupted electricity services), and others.

Establishing a portfolio of short-term response actions will involve building relationships, establishing potential contracts and agreements to be relied on during an emergency, and infrastructure design and construction for emergency water supply. It is important to note that the identified response actions are not an exhaustive list, but options for consideration by counties that may have various roles in implementing each action depending on the nature of those actions. Additional solutions and creativity are encouraged to augment this list of actions.

4.1 Legislative Directive

SB 552 requires that each county develop a drought and water shortage plan that includes proposed interim solutions for state small water systems and domestic wells, per CWC Section 10609.70 (**bold** added for emphasis as related to this section), which is essential to drought and water shortage planning:

> *(b)* ***A county shall develop a plan that includes potential drought and water shortage risk and proposed interim*** *and long-term* ***solutions for state small water systems and domestic wells within the county's jurisdiction****. The plan may be a stand-alone document or may be included as an element in an existing county plan, such as a local hazard mitigation plan, emergency operations plan, climate action plan, or general plan. A county shall consult with its drought task force or alternative coordinating process as established by this section in developing its plan. A county shall consider,* ***at a minimum****, all of the following in its plan:*
>
> *(1) Consolidations for existing water systems and domestic wells.*
>
> *(2) Domestic well drinking water mitigation programs.*
>
> *(3)* ***Provision of emergency and interim drinking water solutions.***
>
> *(4) An analysis of the steps necessary to implement the plan.*
>
> *(5) An analysis of local, state, and federal funding sources available to implement the plan.*

4.2 Mutual Aid Agreements

Mutual aid is a network arrangement established prior to an emergency that provides personnel, equipment, materials, and/or associated services from other utilities to restore critical operations impacted during any type of emergency. The specific arrangements included in the mutual aid agreement could differ widely from supplying water in a shortage situation to state small water systems, domestic wells, and households on private surface water supplies, to other assistances deemed adequate and important.

Mutual aid agreements are a tool common among public water systems, especially between large suppliers and small systems, to clearly describe how they may engage with one another during a water shortage emergency. Counties are not typically a signatory to these agreements unless they also serve as a water purveyor. Therefore, counties likely serve a role of a facilitator for forming such an agreement among willing water suppliers. Counties may work with the involved entities and relevant authorities to creatively establish agreements that provide protection to the targeted households and residents.

There are two important characteristics of mutual aid agreements that counties should consider in facilitating the collaboration:

1. To be effective as a short-term response action for a specific state small water system, a mutual aid agreement with another entity should be established and executed before water shortages occur. Therefore, the agreement should be developed for generalized conditions, but not for a specific water shortage event.
2. Counties may include all large water purveyors within the county to discuss the possibility of sharing needed assistance countywide among large water purveyors equitably to build flexibility and avoid unintended redirected impacts.

Mutual aid agreements lay the groundwork for how water suppliers could help each other to improve water supply reliability during emergencies while maintaining their independence. Counties may consider modifying USEPA's template (Appendix C) for state small water systems and domestic wells.

In facilitating the mutual aid agreements for state small water systems and domestic wells, counties may explore a partnership with the California Water/Wastewater Agency Response Network (CalWARN) to explore potential collaboration. CalWARN supports and promotes statewide emergency preparedness, disaster response, and mutual assistance processes for public and private water and wastewater utilities. CalWARN provides its members with the following:

- A standard omnibus mutual assistance agreement and process for sharing emergency resources among signatories statewide.
- The resources to respond and recover more quickly from a disaster.
- A mutual assistance program consistent with other statewide mutual aid programs, the Standardized Emergency Management System, and the National Incident Management System.

Case Study

Butte County

Butte County has a mutual aid agreement with Paradise Irrigation District (PID). The agreement states that PID will provide, to the greatest extent possible, emergency water service to residents near PID's service area who are not customers of PID that Butte County has identified as having a dry well and/or spring, have registered with My Dry Water Supply, and reside in Butte County. Among other terms and conditions, the agreement between Butte County and PID states the effective period of the agreement, the services PID will provide, and intended beneficial uses of water provided by PID. Refer to Appendix D for the mutual aid agreement for emergency water service that exists between Butte County and PID.

- A forum for developing and maintaining emergency contacts and relationships.
- New ideas from lessons learned in recent disasters.

Another potential partner for collaboration is the California Utilities Emergency Association (CUEA). CUEA provides emergency operations support for gas, electric, water, wastewater, telecommunications (including wireless), and petroleum pipeline utilities. CUEA provides its members with benefits ranging from emergency response and restoration support to mutual assistance, planning, and training exercises. It serves as a point of contact for utilities with critical infrastructure, Cal OES, and other governmental agencies before, during, and after an event to:

- Facilitate communications and cooperation between member utilities and public agencies, and with non-member utilities (where resources and priorities allow)
- Support utility emergency planning, mitigation, training, exercises, and education
- Provide emergency response support wherever practical for electric, petroleum pipeline, telecommunications, gas, water, and wastewater utilities

4.3 Interties

An intertie is a physical interconnection between water systems permitting the exchange or delivery of water between those systems. In the case of a water shortage emergency (or an incident with water quality contamination), an intertie can be vital to an area experiencing a water shortage event; however, the activation of such an intertie for water sharing should be based on the terms and conditions of an operating agreement established between these entities prior to the water shortage event.

Intertie activation in times of drought emergency or water shortage events is considered a potential short-term response action available to counties recognizing the arrangement needs required prior to the event and, ideally, through a long-term collaboration. Similar to a mutual aid agreement between two water systems, the operating agreement for an intertie are between two willing water systems; counties are not typically a signatory except when serving as a water purveyor. In other words, counties have a role as a facilitator or convenor for such an arrangement, but do not have any role or associated responsibilities for implementation.

In many cases, an intertie can be very effective for a short-term response action. For example, above-ground emergency interties can be deployed expeditiously during a water outage incident. Development of new

interties may help facilitate a later discussion about consolidation between large water suppliers and nearby state small water systems and domestic wells, where appropriate and supported by corresponding rate payers. Counties may explore such an option as a long-term and more sustainable solution; however, counties may not have proper authority to force a consolidation of water systems or domestic wells without a justifiable cause or overwrite the interests of paying customers of either water system.

It is important for counties to engage relevant parties to devise beneficial arrangements and facilitate the accessibility of needed water supply during drought and water shortage conditions. In addition to facilitating and convening necessary engagement and discussion for mutually beneficial arrangements for involved water systems and domestic wells, counties could work on regional solutions focusing on backbone infrastructure and overlying water management strategies and polices as part of long-term mitigation strategies and actions. These options are discussed in more detail in Chapter 5.

4.4 Permit Streamlining and Coordination

Counties may set up procedures and protocols to allow certain permit streamlining through better coordination. This is especially relevant for those permitted activities that could provide relief during ongoing water shortage conditions, including well construction, deepening, and rehabilitation. These permits are within the county's jurisdiction and, thus, it is perceivable that the county could develop procedures, protocols, and limitations for permit streamlining prior to drought or water shortage events with defined triggers for them to be activated when needed and deactivated when no longer needed.

An example of permit streamlining for addressing urgent needs for health and safety water supply can be found in Governor Newsom's Executive Order (EO) N-7-22 issued on March 28, 2022. Effective only during the drought emergency, the EO provides counties direction to consider the proximity and location of new well permits and potential impacts to nearby wells or areas and infrastructure that may experience land subsidence based on current and known groundwater conditions. However, it also clarifies that exemptions should be given for wells that provide: (1) less than 2 acre-feet per year of groundwater for individual domestic users, or (2) groundwater exclusively to public water systems for human consumption with 15 or more service connection as defined in Section 116275 of the HSC. Counties can continue to use this EO as a model to establish protocols and procedures before a water shortage emergency and activate based on a set of triggers to provide timely assistance to impacted households and state small water systems in future dry years.

4.5 Emergency and Interim Drinking Water Supplies

Emergency water supplies are typically provided as a last resort during a water shortage event. Interim drinking water supplies involve providing a temporary water supply for some extended amount of time until a more permanent water supply is secured. During drought and water shortage emergencies, emergency and interim drinking water supplies can be deployed to meet basic health and safety needs, if necessary. These services can be provided on a local level through local government and/or through non-governmental organizations (NGO) and community groups, if applicable. However, if local capabilities have been exhausted, State-level assistance for these basic needs may become necessary in a portfolio of options, given that every drought and water shortage event could be different in its impacted areas and could have varying consequences.

The County DRP should include lists of protocols and actions to be taken in order to activate the use of emergency and interim water supply provisions as intended during future drought and water shortage events. The current minimum human health and safety standard is 55 gallons per capita per day per 2021 State of California Administrative Law and the future standards that are subject to provisions of SB 1157 of 2022.

The following discussion within this section provides example short-term response actions for providing emergency or interim water supplies during drought and water shortage emergencies that are adapted from the 2014 Emergency Drinking Water Procurement and Distribution Planning Guidance developed by Cal OES (Cal OES 2014). The discussion is also augmented by other examples and practices considered appropriate and relevant. To effectively implement these response actions, counties should designate an emergency response unit in their county (e.g., County OES) responsible for implementation and include them in the County DRP planning process to build a common vision and a cohesive plan for implementation. Adequate agreements and understanding among relevant entities (e.g., vendors, water purveyors, and other entities) should be secured beforehand to avoid delay and confusion in implementation.

Dedicated Water Filling Stations by Large Water Purveyors

Counties may investigate the willingness of large water purveyors to provide emergency water supplies for state small water systems and domestic wells when they cannot access their regular source(s) of water. Many large water purveyors have water stations for construction or other purposes and are willing to assist if it does not create additional undue burdens or other regulatory requirements. This option could be very useful for counties to include in their portfolio of emergency and interim water supplies.

In the drought from 2012 to 2016, residents in El Dorado County obtained needed water supply for health and safety use from El Dorado Irrigation District's (EID) bulk water stations when experiencing dry wells and other water shortage conditions. EID is the largest water purveyor in El Dorado County and, historically, received water rights and other contract entitlements through local farmers and assistance from EDWA. Therefore, to assist domestic use by county residents during drought and water shortage conditions, EID allows residents to take water from its seven bulk water stations located throughout its service area without charges; these water stations provide water to customers with prepaid cards and often for construction and other similar use.

Establishment of the privilege for impacted residents to use such fill stations for the drought-affected communities allows residents to haul their own water supplies. Counties can proactively coordinate with large water purveyors to explore their willingness and associated terms and conditions for using their water stations for such purposes. The large water purveyors likely decline any liability for transporting water to impacted state small water systems and domestic wells and resulting use. Counties, state small water systems, and domestic wells should evaluate if the water quality meets potable drinking water standards and other applicable laws and regulations for domestic use before incorporating it as part of the emergency water supply. While it is possible that large water purveyors may waive the cost of water for residents during drought or water shortage events, counties may establish proper agreements on principles to avoid any potential confusion and complications.

Treatment of Available Water from Alternate Sources that Are Not Typically Used

Every state small water system and domestic well has its established source of water that was approved by the State Water Board's Drinking Water Program or County Public Health Officer for intended beneficial uses. During the time when regular sources of water become scarce, residents may suggest the use of alternate water supplies that may have been rejected for use in the past or new water supplies that residents secure on a short-term basis. DWR encourages counties to consult the State Water Board's Drinking Water Program or County Public Health Officer prior to the execution of any emergency drinking water supply plan to comply with all applicable law, regulations, and local requirements.

Commercial portable water treatment systems are available to connect to non-approved water sources, if necessary. The State Water Board's Drinking Water Program or County Public Health Officer must approve the use of an alternate source of water and/or approve a treatment unit to provide sufficient treatment for domestic use.

Packaged or Bottled Water

Counties could consider entering into an agreement with vendors or other suppliers to provide packaged or bottled water during drought emergencies or water shortage events to state small water systems and domestic well owners. However, it is important to secure such agreements before an incident occurs, including the capacity needs and adequate terms and conditions for supply. It is also important for counties to identify the key vendors, suppliers, and manufacturers that can provide the needed capabilities and to contract with them for as-needed support (FEMA 2022).

A list of approved commercial bottled water vendors is maintained by the CDPH's Food and Drug Branch. Counties should always check the approved list of vendors before issuing final approval of a bottled water supply. Water in one-gallon plastic containers or cases of individual bottles can be stored or purchased from local retail stores, community-based organizations, and/or government agencies. Major bottlers and distributors may be another source of bottled water. Bottled water can be purchased and stored in preparation for water shortage emergencies. Bottled water storage should be based on the vendor's recommendation, and bottled water should be stored in a cool, odor-free, and dry environment. Three- or five-gallon containers may be provided to the elderly and disabled residents.

In collaboration with County OES, counties should develop plans for distributing packaged or bottled water to their residents efficiently and effectively. Planning for emergency drinking water distribution includes determining the status of local drinking water system/utility infrastructure. These conditions will require the provision of emergency drinking water and may include the coordination of water transport and water distribution sites.

A countywide packaged or bottled water distribution plan includes considerations for storage and points of distribution:

- **Storage:** Packaged water requires transport and warehousing prior to moving it to distribution sites. In some cases, water from existing treated reservoirs can be pumped into tankers or packaged on-site to meet customer needs. Logistics concerns include planning for forklifts and other equipment required to transfer water into tankers or loading pallets on/off trucks.

- **Points of Distribution:** Water utilities/local governments and other organizations that provide emergency drinking water should identify the locations for emergency water distribution and negotiate agreements for location/facility use. Special care should be taken to avoid jurisdictional conflicts and competing uses. Before entering into an agreement, a county must determine that it meets the needs of the emergency water distribution functions. Items to consider include:
  - Size (minimum of 200 feet by 200 feet)
  - Proximity to emergency shelters and schools
  - Proximity to fire hydrants
  - Sufficient lighting and power supply
  - Back-up power supply (e.g., generators) and wraparound services
  - Phone service or other communications system availability
  - Road access, including access by water delivery tankers
  - Accessibility by public, including people with disabilities
  - Easily identified ingress and egress routing
  - Central location to the community
  - Public-transportation accessible
  - Clear planning around the location of sites (e.g., geographic area served and appropriate serviceability to expected population)
  - Delivery and storage of water (e.g., arrival of commodities before public-distribution capabilities are established)
  - Over-ordering commodities and surpassing distribution capability or actual public consumption
  - Plan for necessary equipment and type of facility (e.g., truck loading availability, types of forklifts needed for offloading)

– Adequate sanitation facilities

– Indoor rest and recreation area for staff not on duty

– Security

– Staffing

In addition to the above physical challenges of distributing emergency packaged or bottled water, counties should also consider potential challenges tied to the socioeconomics of county residents. Local knowledge and trust of the person or entity providing water can be key constraints. Examples may include, but are not limited to:

- Residents without proper documentation may fear deportation if reported.
- A hospice patient could be forced into a facility if reported to have no running water for basic health and safety needs.
- Mothers with young children may fear losing their children to child protective services if reported to have no running water for basic health and safety needs.

Counties are encouraged to solicit input and support from their Health Officer and management agency(ies) or program(s) to develop a viable approach to handling sensitive issues involving vulnerable populations, since these individuals could be the most in need of emergency water deliveries. Strategies to reach those who are hesitant to report to county governments include building trust, which can only develop over time with effort, and relying on bridging organizations that have already developed trusted relationships with community members. Messaging at the regional scale has proven important in some areas of the State and can contribute to building trust by using consistent messaging across communities.

Water Hauling or Bulk Water Delivery

Bulk/hauled water is moved by tanker trucks. Bulk/hauled drinking water tankers may be used as distribution points for residents who bring a container to be filled. Bulk/hauled drinking water tankers could be connected to hospitals or critical infrastructure to siphon those water supplies. Before engaging any water hauling services, counties and residents are recommended to verify their license status through the CDPH **website**, under the Food and Drug Branch.

There are three types of water hauling contracts; each can be structured by individual state small water systems or domestic wells; by a local agency (i.e., a county); or by a State agency on behalf of several counties for pricing benefits:

- A direct purchase order and delivery of a specific amount of potable water to a specific location, community, or water system
- A transportation contract for moving potable water between water systems or sources as requested
- A service contract for a contractor to supply bulk potable water and storage capacity at the receiving location, community, or water system

Some water purveyors have procured water-hauling vehicles and portable water storage vessels such as bladders that can be used to transport water via a flatbed truck. The use of these vehicles and devices could be incorporated into the mutual aid agreements if possible. Counties may include necessary onsite infrastructure and costs in the planning process, such as a pump system at the residences to reestablish water service with these storage units.

Partnership with Non-Governmental Organizations

Counties may choose to partner with NGOs that operate within the county to provide interim drought support. For example, community-based organizations like the **Community Water Center** and Self-Help Enterprises can provide bottled water delivery, storage tanks, and funding for well drilling to counties in the San Joaquin Valley. Self-Help Enterprises also assist State agencies to provide drought relief services. Many local NGOs or community groups also provide similar functions to specific communities or counties. Partnership with NGOs can be particularly beneficial when the NGOs have established relationships with the impacted communities and households.

Arrangements for interim drinking water supply distribution alternatively may be set-up between the individual state small water system or household to directly engage with the NGOs for emergency drinking water assistance. Such arrangements should also have established rules of engagement for transparency and so that the county can track coverage and needs. For reference, the State Water Board provides a list of **NGO resources** available to different geographic regions. Counties may choose to make this information available to the public as part of outreach and education.

Triggers to Activate Response Actions

Counties should establish clear triggers for activating various response actions. These triggers may include the State's declaration of drought emergencies or critical water shortages due to various reasons, locally declared emergencies and water shortage events, and other natural or human-made disasters. There is a wide range of options for types of triggers, but pre-determining these can help prepare county staff and others involved in the response process.

Counties should establish means and methods to connect with their residents in ongoing development of water supply challenges. For example, Tuolumne County OES developed a **form** for residents to report water shortage problems, water shortage concerns, and if there is need for bottled water. This type of direct input can be very effective, as it clearly defines the challenges and who may be impacted.

Considering the potential reporting challenges mentioned earlier associated with certain socioeconomic factors, residents also may be concerned (or fear) that the county planning department could declare their residences uninhabitable due to deficient drinking water supply should they report a water supply interruption. They also could be apprehensive about reporting an inadequate drinking supply or requesting assistance, concerned that the county might determine that there are violations of permitting requirements. However, planning departments often do not have the staff or capacity to proactively identify residents with water supply challenges or conduct inspections for potential water supply-related violations. Rather, most of the time, county planning departments likely would rather focus on additional well permitting, streamlining for alleviating a drywell condition, or other similar measures. Nonetheless, these concerns suggest the trust issue mentioned earlier. Counties are encouraged to work with their own departments to identify means and measures to improve the trusted relationship with their residents.

County Implementation

Under the County DRP, counties should have a portfolio of short-term response actions and interim drinking water solutions to meet the basic health and safety needs of their residents. Depending on the emergency solutions selected, the following are a series of best practices that can be incorporated into a county's planning efforts:

- Communication and Coordination
  - Early coordination with local water providers is crucial for the success of any emergency water provisions. Many water providers require some form of agreement/contract that may take months to develop.

– Leverage existing response plans and emergency plans for emergency water supply distribution.

– Develop an Emergency and Interim Drinking Water Distribution Plan and include the following:

1. Determine what agency will lead the development of a plan for integration into the County DRP (e.g., County OES).
2. Identify the lead agency for implementing the plan.
3. Identify triggers and steps that will be taken once water shortages occur. For example, what steps will be taken to provide emergency water supplies? Following a trigger, will a series or combination of actions be taken? Drought plans typically include phases or stages that summarize specific actions to undertake as drought conditions worsen.
4. Determine the lead agency for community engagement and coordination.
5. Determine what agency will distribute information to the community on how and where to get emergency water supplies. This communication should be made following a trigger or when water shortages are expected. Consider if different triggers will initiate different communication protocols.
6. Determine how information will be distributed to the community on how and where to get emergency water supplies. This may involve providing information on a county website in addition to mailing out notices for those who may not have internet access. This may also include sharing information on local television, bilingual radio stations, distributing information door-to-door, public outreach meetings, or through the use of existing communication tools, such as newsletters and email lists.
7. Share the types of information that may be requested when obtaining water supplies and how that information will be used for future planning purposes. Refrain from asking identifiable information that may make the community uncomfortable about seeking emergency water supplies.
8. Any communication distributed on how and where to get emergency water supplies should be provided in the languages predominantly spoken in the county. Staff on site at water distribution centers should include individuals that speak the predominate languages spoken in the county.

- Emergency Water Distribution
  - Evaluate the actions required to support the acquisition and distribution of emergency drinking water.
  - To inform the quantity of water needed for distribution to the public, the locations where distribution is required, and the frequency of distributions, assess emergency drinking water needs and parameters by estimating:
    - The duration of system outage, drought, or water shortage
    - The affected geographic area
    - The size and demographics of the affected population
  - Determine the preferred method of emergency drinking water distribution. The distribution method may include the use of point of distribution sites or delivery of water to identified critical facilities, depending upon the water sources and forms of packaging (e.g., bottled, bulk).
  - Identify and coordinate resource staging areas.
  - Coordinate the procurement and delivery of water to identified staging areas. This may involve acquiring additional water supplies to account for unexpected needs.
  - Identify staff resources and equipment needed to operate the identified water distribution method.
  - Monitor the emergency drinking water distribution process and coordinate with stakeholders as needed.
  - Continue coordination until the impacted water system(s) is/are restored to normal operations.
  - Map out water distribution points and share with clear directions on where, when, and how to get water supplies.
  - Develop a hotline for residents to call and get an overview of resources available.

The varying short-term response actions that a county may take or include in its County DRP is heavily dependent on local conditions. Certain customizations and local innovations are expected. Internal coordination and consistency among practices in different departments or operating units within a county is encouraged.



5 | Long-Term Mitigation Strategies and Actions

Short-term response actions, as discussed in Chapter 4, address immediate, often basic needs during drought and water shortage events; long-term mitigation strategies and actions described in Chapter 5 provide long-term solutions, if not preventive measures, to areas susceptible to drought and water shortage conditions.

Long-term mitigation strategies and actions fall under the mitigation, preparation, and capacity-building component in the Disaster Risk Management Framework shown in **Figure 2-1** as actions taken before a drought or water shortage event to reduce potential impacts. Properly implemented long-term mitigation strategies and actions could reduce the extent and cost of emergency response actions, but cannot totally eliminate the need for emergency response actions. While the cost for implementing long-term mitigation strategies and actions can be high, costs for short-term response actions can also be significant. For example, during the drought from 2012 through 2016, more than 4,500 domestic wells in the San Joaquin Valley were impacted, resulting in widespread water shortages among communities, among which many were socially disadvantaged. The associated costs for immediate response actions was more than $150 million (Community Water Center 2022), not counting other indirect impacts.

This chapter presents long-term mitigation strategies and actions that counties may pursue or facilitate to improve the reliability and resilience of water supply to state small water systems and domestic wells within a county's jurisdiction. The goal of these strategies and actions should be to reduce the reliance on short-term response actions during drought and water shortage emergencies. The feasibility of these long-term mitigation strategies and actions will vary by county based on their individual vulnerabilities and needs; available financial, technical, and human resources; and political and public support. The role a county may hold in implementing the long-term mitigation strategies and actions may vary. Counties may lead and facilitate the development and implementation of long-term mitigation strategies and actions (but as noted in Chapter 4, unless the county is also serving as a water purveyor, it may be limited to the role of facilitator or convenor during short-term response actions).

5.1 Legislative Directive

As part of the SB 552 county plan requirement, the plan must cover long-term solutions addressing drought and water shortage risks for state small water systems and domestic wells. At a minimum, this element of the plan must consider consolidation and domestic well drinking water mitigation programs. Per CWC Section 10609.70 (**bold** added for emphasis as related to this section):

> *(b)* ***) A county shall develop a plan that includes potential drought and water shortage risk and proposed*** *interim and* ***long-term solutions for state small water systems and domestic wells within the county's jurisdiction.*** *The plan may be a stand-alone document or may be included as an element in an existing county plan, such as a local hazard mitigation plan, emergency operations plan, climate action plan, or general plan. A county shall consult with its drought task force or alternative coordinating process as established by this section in developing its plan. A county shall consider,* ***at a minimum****, all of the following in its plan:*
>
> *(1)* ***Consolidations for existing water systems and domestic wells.***
>
> *(2)* ***Domestic well drinking water mitigation programs.***
>
> *(3) Provision of emergency and interim drinking water solutions.*
>
> *(4) An analysis of the steps necessary to implement the plan.*
>
> *(5) An analysis of local, state, and federal funding sources available to implement the plan.*

Counties are encouraged to develop creative long-term solutions. This chapter offers guidance on the following actions to reduce water shortage risk for rural residents in the State:

- Drinking water well mitigation program
- System consolidation plan
- Regional water infrastructure investment

For long-term mitigation strategies and actions, counties could exercise their land use and other permitting authorities broader to explore opportunities for collaboration for development and implementation to achieve mutual beneficial outcomes for all parties. Counties may consider applicable policies to actively promote and foster this potential.

5.2 Drinking Water Well Mitigation Program

Based on hydrologic conditions and increased demand on groundwater resources in dry and drought years, certain relatively shallower groundwater wells or groundwater wells in certain locations may be more susceptible to water shortage conditions, as these wells could run dry more frequently.

The roles and responsibilities for mitigating dry wells are complex and the leadership of counties under SB 552 implementation, in collaboration with other local and State agencies, will be critical to make progress to improve these conditions for many rural communities that rely on groundwater for their drinking water supplies. SB 552 requires counties to consider a domestic well drinking water mitigation program in its County DRP. Proactively establishing such a program with necessary protocols and processes will be helpful to ensure that residents within the county's jurisdiction have access to resources to reduce water shortage risks or offset impacts, such as dry wells for rural and often more vulnerable populations.

The drinking water well mitigation program will include: (1) identifying wells that may be impacted through a thorough drought and water shortage risk assessment, as described in Chapter 3; (2) developing options for mitigation, including, but not limited to, well rehabilitation and other potential mitigation strategies discussed later in this chapter; (3) implementing community-supported solutions in collaboration with other local and State agencies; and (4) continued coordination on well monitoring for maintenance, assurance, and adaptation for changes in conditions should they occur. One example of local agency coordination includes counties engaging with GSAs. Focused on the long-term trend and balance of basin hydrology, SGMA implementation and the resulting GSPs developed by their corresponding GSA in collaboration with regional partners could include the recognition of fluctuations of groundwater levels between years and an agreed-upon, long-term sustainability goal. Counties are encouraged to develop their domestic well mitigation program in coordination with the GSAs to build mitigation programs and develop solutions that account for how groundwater will be managed.

Counties may seek technical and financial assistance opportunities for planning and implementation. There are existing grants and funding available from State and federal agencies that could be used for this purpose, but counties should note that not all such funding would be labeled for SB 552 and, thus, a broader approach is warranted. Additional discussions on State and federal funding opportunities can be found in Chapter 7 of this Guidebook.

Drought and Water Shortage Risk Assessment

Completing the drought and water shortage risk assessment as described in Chapter 3 is the foundation for informing a county's drinking water well mitigation program in the two following topics:

- The population and geographic extent that may require assistance from the drinking water well mitigation program. This would establish the basic information regarding the potential funding and options for addressing this water shortage risk, including long-term operations and maintenance (O&M) costs.
- The adequate depth for new wells based on how groundwater levels will be monitored and managed by GSAs and where there may be undesirable results based on groundwater levels exceeding identified minimum thresholds in the GSPs. Fractured rock aquifers are not managed under SGMA, like alluvial basins, and therefore do not have GSAs that are responsible for managing groundwater levels. Therefore, counties overlying fractured rock areas will need to be vigilant about climate change projections, associated groundwater demand, and overall groundwater levels.

Counties should proceed with actions as part of the program in these two areas based on their authorities and local conditions.

Well Rehabilitation and Other Management Actions

Counties should develop a plan to mitigate the water shortage risks that have already been realized or are likely to be realized soon. It is important for counties to understand the cause for dry wells to devise location-specific solutions because a one-size-fits-all approach is likely not acceptable for the diverse conditions associated with domestic wells in the rural communities. In addition, counties should also understand the preferences and limitations of impacted households, such as affordability for immediate capital costs and long-term O&M costs for any mitigation measure of choice.

Counties may include the following management actions in their drinking water mitigation program to reduce water shortage risks for these domestic wells.

- Coordinate with the well operators as entities or individuals so the actions of one does not affect others. For example, agricultural and municipal well operations can affect the surrounding small and shallower wells for domestic use. If applicable, this option could be very cost-effective without significant infrastructure investments.

- Facilitate the formation of a new small public water system by connecting domestic wells not located near a public water system to other nearby domestic wells. Counties should refer to the State Water Board's **website** for additional information on establishing a public water system.
- Facilitate the system consolidation where applicable and with the willingness of impacted households. More discussion about system consolidation is provided in a later section of this chapter.
- Additional regional water infrastructure as discussed in a later section of this chapter could be helpful and remain as an option in the toolbox; however, unless the infrastructure plan is already matured, close to implementation, or already implemented, it may not be timely to address the current and near-term needs for remedial actions.
- Develop an assistance program to offer support to state small water systems and domestic wells for new well installation and existing well remediation (including well deepening and other equipment improvement, such as lowering the well pump) to address existing water supply or quality issues that obstruct their functions to provide water for safe domestic use. Counties should leverage available State and federal assistance programs to expand the capacity of their assistance programs (discussed further in Chapter 7) for timely remedial actions and to alleviate potential financial and administrative burdens to their own operation. Counties may review these opportunities thoroughly as they may target local agencies and regional entities for regional implementation, individual water system managers for system improvements, or, in some cases of federal assistance programs, individual well owners for well and equipment improvements.
- Monitor groundwater levels in coordination and collaboration with groups and entities (e.g., GSAs, DWR) that have established charges and practices for well monitoring, rather than starting a monitoring network from scratch.
  - Counties should consider including efforts for synthesizing the collection of data available through different monitoring entities and potentially provide a clearinghouse for data sharing.
  - Counties should also make efforts to establish a trusted relationship with their residents to encourage reporting water shortage occurrence or dry well conditions. In addition to the social vulnerability that could affect this important reporting, the fear of impacting real estate values of their properties is also a significant barrier, because a county could mark the property unsafe for occupancy due to lack of reliable water for health and safety use. Counties should consult with their legal counsel(s) and planning department for possible accommodation and adequate messaging to their residents to enable them to notify their county more freely regarding their dry well condition and to seek assistance.

- Distribute educational materials and comprehensive information on management and well maintenance responsibilities and potential drought risks associated with drinking water wells.
  - Consistent with the guidance provided in Chapter 3, counties should generate maps (GIS-based or not) with areas that are likely to have wells run dry or experience water shortages. The maps can be used for public outreach and as future reference for other relevant activities, including approving land use and other permit applications. Information from vulnerable communities can be added to this map, inclusive of disadvantaged communities, severely disadvantaged communities, household composition and language, and housing and transportation information.
  - Additional materials with layman's terms can be very helpful for direct outreach for impacted or potentially impacted homes within the county. Direct outreach would be important to initiate the dialogue for necessary remedial actions and long-term planning for mitigating the water shortage risks.

Water Shortage Prevention for New Wells

As discussed in Chapter 1, counties and cities are the primary entities for well permits. With an understanding of relevant processes (e.g., SGMA implementation) and water shortage risks throughout the county, counties could include additional preventive measures in their well permitting practices through formalized ordinances or requirements with similar effects for the following:

- Restrict the construction of wells in areas at high-risk for water shortages based on the completed drought and water shortage risk assessment. Following the guidance provided in Chapter 3 for a drought and water shortage risk assessment, counties should have already established working relationships with other local agencies and entities; have a shared understanding about the water shortage risks in different areas; and an awareness of potential population and beneficial uses that may be impacted. Therefore, counties are well positioned to modify relevant land use policies and other practices for implementing this ordinance. Counties should notify all relevant partners about the new well installation request and keep them informed about the progress and resulting decisions. When necessary, consultation with these partners, especially GSAs in areas where a GSP is required, could be beneficial and is encouraged.
- Require wells to be constructed to an appropriate depth, with an appropriately sized pump to continue to provide adequate supply for intended beneficial uses, should water levels drop. This depth restriction could be informed by historical water level data from nearby monitoring wells. If the proposed location for such a new well is within an area covered by a GSP, counties may want to establish a required process to consult

with the corresponding GSA for awareness and concurrence on associated requirements for well depth and equipment. In fractured rock areas or areas without a GSA, counties should review their own practices to consider necessary enhancements, in some cases, through additional studies and research, to establish proper criteria for well permitting process.

- Demonstrate no apparent risks of impacting existing operations of existing wells. Counties have established criteria for well setting in their permit requirements. These typically include the setback requirements from the property lines and known contaminants, and that the equipment should be set above the base flood elevation to avoid contamination during flood. The influence from the operation of the new or rehabilitated wells is typically verified based on some referenced spacing requirements or findings from a groundwater modeling analysis where available to reduce if not alleviate potential influence on the use of nearby existing wells. Counties should follow the **State well standards** accordingly. For a location in areas subject to a GSP, counties may correspond with the respective basin GSA for concurrence. For a location in areas that are not subject to a GSP due to lack of recognized groundwater basins, counties may conduct additional investigations and consultation with other local and State agencies for potential guidance and assistance to establish a justifiable setback requirement and corresponding method(s) of determination for implementation needs.

Additional regulatory procedures and compliance with the California Environmental Quality Act may be required in approving the ordinance or other amendments to existing plans as part of the County DRP. Counties should consult with their legal counsel(s) and other relevant department leads and subject matter experts for proactive planning of such requirements as part of the program.

Water Shortage Prevention for Existing Wells

Following the guidance presented thus far in the Guidebook, counties should have established the needed collaboration with regional partners, especially well operators, through the drought and water shortage risk assessment and other drinking water well mitigation program activities mentioned above. Counties should continue fostering the relationship for continued collaboration and coordination practices as a critical strategy to prevent water shortage events for existing wells.

Counties may take the lead to develop a countywide groundwater monitoring network that provides consistent monitoring and reporting functions. A well monitoring network should be able to record water levels and changes in groundwater levels and water quality at different locations.

Counties may review the existing groundwater monitoring efforts by local agencies and entities for inclusion of the countywide monitoring network; this includes efforts of local GSAs in areas managed under a GSP, and other areas with designated monitoring entities or local agencies under the State's California Statewide Groundwater Elevation Monitoring program. This program also monitors groundwater levels and water quality for their respective purposes. Other State and federal agencies (e.g., U.S. Geological Survey) could also have monitoring data. LPAs require regular sampling data for small water systems that could be incorporated in the network of information which, in turn, would represent a comprehensive understanding of the status of groundwater resources.

DWR provides technical assistance to GSAs, including the installation of groundwater monitoring wells. This technical assistance could provide additional relief to counties and other small water systems (e.g., schools) in their groundwater monitoring needs. Counties may leverage the findings of the drought and water shortage risk assessment to identify data gaps and potential locations for additional monitoring wells. This information could, in turn, help counties to characterize water shortage risks for state small water systems and domestic wells.

5.3 System Consolidation Plan

In certain areas susceptible to water shortages as identified in the drought and water shortage risk assessment, physical consolidation of water systems and domestic wells may be a viable option between willing parties. Physical consolidation is a joining of two or more water systems, and it often involves a smaller water system being absorbed into a larger water system. For the purposes of this Guidebook, consolidation also includes creating a new water system by retiring the domestic wells or private surface water intakes of multiple nearby households. Similarly, consolidation may also include connecting households that previously relied on domestic wells for their drinking water supply to a nearby existing and larger water system for improved water supply reliability.

County's System Consolidation Plan

Based on the outcome of the drought and water shortage risk assessment conducted according to Chapter 3, counties should identify areas of opportunity and priority for system consolidation, develop estimated costs and physical/engineering needs, and ascertain the social feasibility for system consolidation. Additionally, counties may develop a system consolidation plan that identifies potential candidates for physical consolidation based on their geographic locations, primary reasons for their identified water shortage risks (water production or water quality issues), and the willingness of impacted households and state small water systems to be consolidated with other water systems or entities. Counties typically do

not have the authority to force any system consolidation without a justifiable cause (e.g., failing system performances); however, counties could proactively develop concepts and facilitate discussions among parties to make progress towards system consolidation. In some cases, where resources are available, counties may provide technical assistance to help state small water systems and domestic wells apply for grants and loans that could offset or alleviate certain financial burdens associated with system consolidation. Furthermore, in some instances, counties do have jurisdiction over systems and could initiate consolidation and service extension to state small water systems and domestic well reliant households where appropriate (e.g., County Service Areas, County Water Works Districts, Maintenance Districts, certain Special Act Districts and other County Departments where the County Board of Supervisors is the designated governing body) (Dobbin and Fencl 2021). Based on available information, counties can develop a pathway for facilitating the discussion and for implementation, including the potential costs for capital improvement and long-term O&M needs.

The resulting system consolidation plan becomes a roadmap for implementation. The process of system consolidation is often not straightforward, and the associated cost implications and ratepayer impacts cannot be overlooked. Counties could leverage the available State and federal assistance programs for potential relief on funding needs; however, it is very important that the consideration of long-term O&M costs should be identified and discussed among parties for a shared understanding. Counties should incorporate public outreach and stakeholder engagement for developing their system consolidation plan. In some cases, counties may conclude that certain areas are not yet ready for consolidation and emergency water supply may be the only viable option during drought or water shortage events.

Case Study

Coachella Valley Water District

Several disadvantaged small public water systems and state small water systems, under the jurisdiction of Riverside County local primacy agency, are anticipated to be consolidated by Coachella Valley Water District.

Coachella Valley Water District is leading an effort to evaluate approximately 100 water systems for potential consolidation and then to implement consolidation of selected water systems in clusters using a phased approach. This project includes mapping and identifying demand, assessing the possibility of consolidation, and prioritizing consolidation/extension of service. Several of the small water systems considered for consolidation have existing water quality issues involving nitrate, arsenic, chromium VI, total dissolved solids, and/or other maximum contaminant level exceedances.

On April 19, 2022, Coachella Valley Water District presented a new phase of the project to the State Water Board for funding. In addition to previous phases that were already funded and completed, Coachella Valley Water District was approved for $23 million in State funding, which is expected to fund the construction of a new water transmission line that would consolidate approximately nine water systems and provide the backbone infrastructure for additional consolidations anticipated to occur in the future.

This project shows the benefits of regional planning combined with utilizing existing funding programs to create more resilient water infrastructure.

Steps for Physical System Consolidation

Guidance developed by the State Water Board provides a step-by-step process for those entities considering system consolidation (State Water Board 2022):

- Find a Nearby Public Water System(s) – To determine if consolidation is a feasible solution, the first step may be to find the boundaries for the nearest public water systems closest to the state small water system or domestic well(s) of interest. Locations of the most vulnerable state small water systems and domestic wells would have been identified during the drought and water shortage risk assessment and flagged as priority areas to address. The State Water Board has developed the **Consolidation Outreach Map** Tool for facilitating outreach to nearby public water systems and allowing users to perform a spatial query to locate public water systems, state small water systems, and the number of domestic wells in a one square mile area to determine the geographical possibilities for consolidation. It also provides a layer of dry wells from DWR's My Dry Wells **website** for reference.
- Check Service Boundaries – Planning boundaries that define local jurisdictions must be checked to determine the feasibility of the consolidation. Consolidations are less challenging if the water system falls within the service boundary of the nearest public water system, otherwise additional actions are required. Service boundaries that can be checked are as follows:
  - *Utility Service Area Boundaries* – Water utilities typically have service area boundaries that define where they provide services. Obtain a map showing where these boundaries are in relation to the water system. These can usually be found through an online search or by calling the utility. Many water systems can implement some form of "out of area water service agreements" in the event of public health emergencies, but they may require approval of the water system's board or a local council. For disadvantaged residents of state small water systems and domestic wells suffering from a drought emergency where residents refused service and consolidation is physically feasible, the State Water Board has mandatory consolidation authority that could be considered under HSC Section 116680.
  - *Local Area Formation Commission (LAFCO)* – LAFCO's sphere of influence boundaries are designed to encourage the orderly formation of local governmental agencies, preserve agricultural land resources, and discourage urban sprawl. They usually are slightly larger than utility service areas and are the general geographic direction that a city or area plans to grow. Clarification of the LAFCO sphere of influence boundaries can be obtained by contacting the LAFCO executive officer using the contact information available **online**. In the event of public health emergencies, "extraterritorial service agreements" may be possible.

- *Surface Water Rights – Place of Use Boundaries* – If during the previous step it was noted that the system is served by surface water, the water system likely has surface water rights with specific areas where those rights can be used, called the "Place of Use." If the existing surface water right does not include the service area of the water system to be subsumed, a **Petition for Change** will likely need to be filed with the State Water Board's Division of Water Rights by the water right holder. A temporary urgency change may be appropriate under some situations involving public health and may be faster to process.

- Contact Local Water System for Consolidation – Call local water systems and discuss consolidation options. Flag any public health emergency the water system to be consolidated may have based on the conducted risk assessment. It is best to talk to a manager regarding these issues. Find out if the other water system would be willing to consider adding the water system, community, or residence as a connection. If their staff indicates there are barriers, note what the barriers are. For example: service boundaries, LAFCO sphere of influence boundaries, distance to mains, supply capacity, or water rights. Many barriers can be overcome, but will require extra steps in the planning process, so it is important to note what they are. Key questions to ask include what the connection fees are, water rates, and do existing domestic wells have to be destroyed or can they be utilized for irrigation; and if they can be maintained, the kind of backflow device that is required.

- Call the Division of Drinking Water District Office – For a public water system, state small water system, or larger clusters of domestic well consolidations, contact the **Division of Drinking Water SAFER Engagement Unit staff** to discuss the information gained and discuss potential funding mechanisms, pathways to deal with barriers, and other water systems. The State Water Board's Division of Drinking Water is often supportive of consolidation projects.

- Funding the Consolidation – The next step is to determine how consolidation will be financed, particularly if private capital is not available. The State Water Board's website (**Funding and Incentives for Consolidation and Regionalization Projects**) discusses the options for consolidation funding and incentives for both consolidation and regionalization. These funding opportunities are primarily designed for public water systems and state small water systems, but could also be used for domestic well clusters if the application is submitted by a larger public water system on behalf of the domestic well clusters. For consolidation of individual wells, counties should include a request for **funding** that covers this type of action in their application for countywide and regional funding programs. Current entities with these types of programs can be found, separated by County served, on the State Water Board website (**Domestic Water Wells and State Smalls Program**).

- Help Sign Up Customers with the New Public Water System – When construction of the consolidation project is completed, residents may need assistance signing up with the billing system of the new public water system. Keeping residents informed throughout the entire consolidation process will help make this easier.
- Dissolve the Old Water System – The legal entity of the subsumed water system, such as a public water system or a state small water system, may need to provide a written request to the State Water Board Division of Drinking Water or county requesting that its domestic water supply permit be canceled. It may also be necessary to cancel any associated business licenses and insurances for the dissolved public water system, close bank accounts, and transfer deeds or titles. If applicable, important records, such as distribution maps and operations plans, should be provided to the receiving water system staff.

Managerial Consolidation or Water Partnerships

If no water systems are close enough for physical consolidation, consider discussing managerial consolidation or water partnerships between neighbors. Managerial consolidation is when a small water system becomes part of a larger water system for all managerial purposes, but continues to use their original water supply and distribution system. For example, a state small water system may once have had an all-volunteer staff, but anticipated increasing instability of future support for various reasons to provide necessary duties in maintaining the system responsibly. If the state small water system is too far from the large water system to make it cost-effective to physically consolidate, a large water system may be willing to legally take over the existing functions of the said state small water system, including regulatory reporting, billing, operations, etc.; but the state small water system would continue to use its existing infrastructure. Under this condition, the smaller water system would dissolve and would no longer be legally responsible for water service (DWR 2023). Counties may facilitate effective and targeted discussions among involved parties to establish a common understanding and solidify the willingness of the partnership moving forward.

5.4 Regional Water Infrastructure Investment

As counties conduct long-term water supply planning driven by the results of the drought and water shortage risk assessment, they should consider investing in regional water infrastructure to augment local water infrastructure to benefit state small water systems and domestic wells. This regional consideration is consistent with the integrated regional water management practices that the State has promoted since the early 2000s, and that Reclamation has incentivized through its WaterSMART grant program for regional drought contingency planning efforts.

This type of planning effort involves looking at the county as a whole and determining if there are any projects, such as the construction of any transmission lines or interties, that are feasible to promote resilience and redundancy. This section covers a general approach for identifying projects that may be able to minimize future water shortages for state small water systems and domestic wells.

Regional water infrastructure investment involves developing key infrastructure that will allow the movement of water to an area that may need it to meet additional demand or an unforeseen water shortage emergency. Projects of this sort can be found in planning documents such as:

- Integrated regional water management plans or relevant studies
- Regional drought contingency plans
- Urban water management plans
- Other applicable water reliability, water resilience, and drought plans

Identifying regional projects may aid in augmenting water supply in a county, specifically related to leveraging the existing infrastructure of larger water systems to expand the possibility of system consolidation with state small water systems and domestic wells, developing additional interties between major systems, or providing mutual aid. In addition, regional projects could extend the needed services to currently underserved areas that may be hindered by socioeconomic factors or other reasons. The county, with the support of the Task Force, should conduct the following exercises to examine the needs for regional facility investment:

- Review all the local planning documents to identify infrastructure projects that can augment water supplies.
- Prioritize infrastructure projects that can provide secure water supplies to the areas that are most susceptible to water shortages as informed by the drought and water shortage risk assessment.
- Develop a plan or strategy for funding-prioritized infrastructure projects (this could include allocating budget to complete feasibility studies and, later, additional allocations for local cost share when applying for grants).

By completing this exercise, counties may identify the following types of projects:

- Construction of surface water diversions to supply water more securely to additional service areas
- Improvement/expansion of water infrastructure interties to move water supplies more reliably between water agencies when supplies are limited

• Augmentation of groundwater resources to provide redundant supplies when water supplies are limited

• Augmentation of surface water storage that captures and stores additional water during dry conditions

Based on the identified projects, counties could pursue partnerships for further project development and approval and, subsequently, develop financial mechanisms for implementation.

5.5 Filing Data Gaps

Drought and water shortage planning for state small water systems and domestic wells can be achieved when there is adequate and sufficient data available. However, stressors and conditions evolve through time, such that there will always be new information to collect and new data gaps to fill. Filling in data gaps is important for refining the findings of the drought and water shortage risk assessment and associated quality of these findings, resulting in improved decision-making by counties for defining short-term response actions and long-term mitigation strategies and actions to reduce water shortage risks for state small water systems and domestic wells.

Data acquisition is an expensive action, especially for local governments like counties. Additional professional care and long-term maintenance would be required to make the record valuable for planning and monitoring purposes. Data acquisition without a long-term sustainable effort is often of limited value. Certain strategic planning for best-value data acquisition in terms of location and attributes could also be helpful to maximize the return of investment for desired planning outcomes.

As previously mentioned in Chapter 3, DWR has committed to continue maintaining the DWR **Water Shortage Vulnerability Explorer**, which provides a consolidated compilation of statewide data available from State agencies for use by counties in their risk assessment. The DWR Water Shortage Vulnerability Explorer is the default source of data that counties may use to conduct their drought and water shortage risk assessment. Counties may have additional data and local knowledge that could be beneficial to the risk assessment. Where appropriate, counties should supplement DWR data with additional available local data to improve the quality and local applicability of the resulting risk assessment. Counties may share their local data with State agencies to promote awareness and shared understanding of local risk factors.

Counties may consider the following for additional data acquisition to supplement the previously described monitoring network:

• Identify the datasets that are scarce or nonexistent.

- For scarce and non-existent data, identify the county department or local agency that should assist in the collection, processing, and management of the data.
- Identify the long-term costs of collecting missing and non-existent data.
- Identify funding sources and strategize how to obtain the funds for the necessary data collection, processing, and management.
- Establish the parameters for data collection, such as the frequency and approach for gathering the data of interest.
- For data that is available, determine if data collection needs to be improved at the county level to have a better understanding of local conditions. If so, establish the frequency at which the data needs to be collected, the resolution, the responsible entity, the funding sources, and how to collect them.
- Establish partnership to share the burden of data acquisition. Potential partners could be academic and research institutes such as the University of California and its Extension, California State University, or others. It is also possible to combine the needs of nearby counties for a consolidated service contract for cost efficiency for data acquisition and consistency in quality of acquired data.



6 | Public Outreach, Information, and Engagement

The purpose of this chapter is to provide guidance on how counties can foster meaningful and ongoing public engagement during the development and implementation of the County DRP to cover the needs of state small water systems and domestic wells.

As defined by the Center for Advances in Public Engagement, public engagement is a process that brings people together to address issues of common importance, to solve shared problems, and to bring about positive social change. Effective public engagement invites citizens to get involved in deliberation, dialogue, and action on public issues that they care about. It helps leaders and decision makers better understand the perspectives, opinions, and concerns of citizens and stakeholders. When done well, public engagement goes far beyond the usual participants to include those members of the community whose voices have traditionally been left out of political and policy debates.

6.1 Public Outreach and Information

Meaningful public involvement requires an informed public. Public outreach is any activity that provides helpful information to community members and educates the public on services, programs, and initiatives. During the development of the County DRP, the county and the Task Force may actively share information with the public. Ways to accomplish this are to develop a webpage on the county's website that displays the county's efforts to comply with SB 552 requirements. For example, as the implementing agency for El Dorado County, EDWA maintains a **webpage** that describes SB 552 requirements and EDWA's efforts towards compliance and beyond. Simultaneously, counties may provide regular updates to the Board of Supervisors on SB 552 and what they are actively doing to comply.

In sharing information with the public, consider sharing information that answers the following questions:

- How will the County DRP benefit the stakeholders?
- How can the county help residents during a drought or water shortage event, or when wells run dry? This information can be shared with an informational handout.
- What is SB 552?
- What is the County DRP and how does it fit with regional and local plans and programs?
- Who is developing the County DRP? What type of input does the county need from the public and when may this happen? For example, the county may request that the public review the draft County DRP when available for public review.
- How can stakeholders be engaged during the development and implementation of the County DRP?

When creating material for the public, consider making it concise, in languages spoken predominantly within the county, and include infographics.

Since outreach to domestic well owners and state small water systems is ongoing through state and regional water management programs, including CV-SALTS and SGMA, counties may also learn from, and coordinate outreach efforts with, these existing programs.

6.2 Public Engagement

Public engagement is a two-way process, involving interaction and listening, with the goal of generating mutual benefit. Through the development and implementation of the County DRP, the county should keep the following in mind:

- Clarify the SB 552 compliance processes.
- Convey the impact and relevance of SB 552 to the public.
- Explain how and when the public can participate, including how public input and response will be used.
- Engage with all populations and provide materials in languages predominantly spoken in the county.
- Share resources available for state small water systems and domestic wells before emergencies occur on were and how they can find help if they encounter water shortages.
- Continually re-evaluate the effectiveness of the public outreach process for different components of the development and implementation of the County DRP.

If material will be shared outside of the Board of Supervisors meetings and county website, consider sharing additional information as follows:

- Postcards or mailers (e.g., utility correspondence, county tax mailers)
- Press releases
- Direct communication to state small water systems (e.g., emails)
- Working directly with special districts
- Booth at farmers markets
- Community groups (e.g., Rotary Club)

- Schools (e.g., integrating into school curriculum)
- Open houses
- Utility bill inserts
- Kiosks at county fairs or festivals
- Social media
- Listservs
- Guest speakers in community groups
- Door-to-door information sharing
- Scheduled community meetings

Communication and Engagement Plan

The county may choose to do a Communication And Engagement Plan (C&E Plan) during the development and implementation of the County DRP that captures potential near- and long-term outreach strategies, tactics, and tools that support public and stakeholder communication actions. The C&E Plan for the County DRP can be organized as described below.

- **Section 1: Introduction** – Provide an overview of the purpose for the development of the C&E Plan and who is responsible for implementing and conducting the public outreach.
- **Section 2: Communities of Interest** – Describe communities for whom the C&E Plan will be developed. Communities can be the state small water systems and domestic wells, but also the subset of people who are more likely to experience social and physical vulnerabilities as they relate to drought and water shortages.
- **Section 3: Communication and Engagement** – Identify opportunities for public engagement and discuss how public input and response will be used during the development and implementation of the County DRP. Provide a description of how and when the county will encourage the active involvement of diverse social, cultural, and economic elements of the population within the county's jurisdiction. Describe the method the county will follow to inform the public about progress of development of the County DRP. During implementation, counties should build on outreach activities conducted during the plan development phase; but they should also include new and targeted outreach as the need arises and cultivate more

diverse engagement. Successful and established activities should be continued throughout the County DRP's implementation and then updated to include new stakeholder groups and emerging issues. Engagement with specific collaborative groups may be outlined during specific milestones of the County DRP (e.g., between the GSA and drillers).

Outreach Tools

Counties should disseminate information to the public and engage stakeholders to support the development of the County DRP. On an as-needed basis, counties should translate materials to other languages to reach non-English-language communities. A premium should be put on materials that are easy to access and that provide information for varied levels of knowledge. Below is a list of outreach tools that can be integrated within actions outlined in Section 3 of the C&E Plan.

- **Website** – The county can develop a website to keep stakeholders and other interested parties informed of the County DRP development and future implementation activities. The site can include copies of informational, background, technical, and planning documents; Task Force meeting agendas and materials; and information on SB 552. The site can be used as the location to post the County DRP to solicit public review and input.
- **Listserv** – Develop a listserv or expand an existing listserv to communicate information relevant to SB 552 to individuals, organizations, or agencies that have expressed interest in being informed about the County DRP activities and efforts. This listserv can receive notices regarding plan preparation, meeting announcements, and availability of draft plans, maps, and other relevant documents. Those in the listserv can be notified of public meetings, workshops, and announcements related to SB 552 implementation. Provide information on how people can be signed up or be automatically included. For example, every time a new domestic well is installed, the well owner is added to the listserv.
- **Informational Materials** – The county can develop a suite of informational materials aimed at educating members of the public and stakeholders about SB 552, drought, and water shortages; and the County DRP can be used to bridge information gaps that may exist related to SB 552 implementation. The county can adapt materials over time as needs arise. As needed, the county can translate materials into non-English languages to reach specific-language communities. The following are examples of fit-for-purpose outreach tools:
  - **Fact sheets** aimed at educating members of the public about drought, water shortage, resources available during water shortages, and the County DRP. The fact sheets can be distributed through postings on websites, via electronic distribution, or offered in hard-copy format in easy-to-access public areas or through the Task Force members' existing communication channels.

- **Presentation slides** presented at the Board of Supervisors Meetings that provide status updates on SB 552 implementation that can be adapted for use at public meetings, workshops, and presentations to community groups. These slides help educate, provide a basis for engaging in meaningful discussions, and ensure consistent messaging that helps unify materials across the county.
- **Notices** including fliers, email copy, and social media posts to promote public meetings, workshops, and resources available during water shortages. The county can distribute these notices to the listserv and other county stakeholders. The materials may be distributed via email by posting on websites and social media accounts, and/or delivered as hard-copy materials for physical posting on community bulletin boards or at events.
- **Calendar notices and news releases** aimed at informing the media about County DRP milestones, including the release of public documents, the opening of public comment periods, or calls for suggestions and input. The county may also use calendar notices to distribute details for upcoming public events or community events as they relate to SB 552.

Outreach Activities

Counties may conduct and monitor a variety of public outreach activities to inform, engage, interact with, and respond to stakeholders and the public during the development, adoption, and, later, implementation of the County DRP. Public outreach activities also assist the county in collecting information important to short- and long-term water supply planning. As needed, the county can translate materials into non-English languages to reach specific-language communities. Examples of outreach activities that can be integrated with activities outlined in Section 3 of the C&E Plan include the following:

- **Briefings to the Board of Directors** – County staff should provide regular briefings to the Board of Supervisors on the status of the County DRP's development and implementation, and any upcoming outreach activities. These briefings should be conducted during regularly held and publicly noticed meetings, which also include opportunities for public comment. The primary purpose of these briefings is to update the governing body on the County DRP and next steps, and to respond to questions from the Board of directors.
- **Public Meetings and Workshops** – Public meetings and workshops are another venue to educate the public about SB 552, the County DRP, and water shortage resources. If there are any public meetings, they should be recorded (i.e., video recording) and posted on the county website. This tactic allows those who are unable to attend – due to scheduling conflicts or health and safety concerns – to stay informed about the County DRP development and implementation. Some portions of the workshops or meetings should be performed in the evening to accommodate residents who are working or otherwise unavailable during the day.

- **Community Presentations** – The county may conduct presentations to existing civic, nonprofit, school/parent groups, and other community organizations to build and maintain awareness about SB 552 and the County DRP. Presentations may be provided upon request by organizations or stakeholder groups, and then scheduled as time allows for all involved.
- **In-Person Outreach at Community Events** – The county can create an ongoing list of community events in which the county can provide in-person distribution of materials to the public, while also offering a chance to engage people in conversations about SB 552 and the County DRP.

If hybrid meetings occur (i.e., in-person and simultaneously available online), provide multiple options for teleconferencing, with two-way communication options that allow either computer users or phone users to engage and provide comments at meetings. For members of the public that may not have access to the internet or a computer, or who are unable to use video applications, consistently provide an adequate telephone option - available in multiple languages - and ensure that comments can be made via phone.

Implementation Activities

For consistent implementation, counties should continue public outreach activities, such as public meetings, community presentations, and Board updates, and to engage the public in conversations at community events. Informational materials and website content should be updated regularly at key implementation milestones, with a periodic update (e.g., in a five-year cycle) to reflect the status of the County DRP's implementation. In addition, new materials can be developed to help the public understand next steps, how they can stay engaged in the County DRP's implementation, and how to participate in call-to-action activities. Public engagement activities during the implementation of the County DRP can be integrated with activities outlined in Section 3 of the C&E Plan.



7 | Implementation Considerations

One major purpose of SB 552 is to have counties take steps to implement more proactive drought planning with the development of a plan that would help reduce potential catastrophic impacts on drinking water supply for the basic health and safety needs of state small water systems and domestic wells, including communities at risk for physical and social vulnerabilities. Following the guidance of previous chapters, counties should develop the technical content and facilitate stakeholder engagement necessary for the success of the County DRP. This chapter provides additional guidance about the County DRP as a package, and additional considerations for implementation.

7.1 Organization of County Drought Resilience Plan

CWC Section 10609.70 enacted by SB 552, requires counties to develop a County DRP to improve long-term drought resilience planning for state small water systems and domestic wells:

> *(b) A county shall develop a plan that includes potential drought and water shortage risk and proposed interim and long-term solutions for state small water systems and domestic wells within the county's jurisdiction. The plan may be a stand-alone document or may be included as an element in an existing county plan, such as a local hazard mitigation plan, emergency operations plan, climate action plan, or general plan. A county shall consult with its drought task force or alternative coordinating process as established by this section in developing its plan. A county shall consider, at a minimum, all of the following in its plan:*
>
> *(1) Consolidations for existing water systems and domestic wells.*
>
> *(2) Domestic well drinking water mitigation programs.*
>
> *(3) Provision of emergency and interim drinking water solutions.*
>
> *(4) An analysis of the steps necessary to implement the plan.*
>
> *(5) An analysis of local, state, and federal funding sources available to implement the plan.*

Per CWC Section 10609.70, the County DRP can be a standalone document or an element of an existing county plan. The flexibility provided by the legislation is to avoid duplication of efforts in plan development, but improve the established practices to achieve the goal to protect vulnerable state small water systems and domestic wells. However, inserting specific data and information relative to vulnerabilities and the findings of the drought and water shortage risk assessment into an existing plan may be potentially challenging to maintain its original, intended use.

The County DRP is to be implemented through a collective effort among different departments and units within the county in coordination with other State and local agencies. Therefore, it is most likely that the policy directions and outcome declared in the County DRP would need to be realized through the required regulatory or legal process for implementation. For example, provisions related to land use decisions need to be reflected in the subsequent general plan update with its own regulatory requirements for adoption. The LHMP prepared by the County OES also would be subject to adoption requirements consistent with the requirements of FEMA. Counties should include these details in their implementation and outline all necessary steps to realize the planning objectives and identify the plan elements implementable on a long-term basis. Subject to individual consideration by each county, it may be more burdensome for tracking the progress in a disaggregated manner, resulting in dilution of a county's transparency and accountability for SB 552 compliance.

Counties may develop the County DRP to be a stand-alone document that presents the complete planning process, findings, and recommendations for improving drought planning for state small water systems and domestic wells, and for mitigating short- and long-term water shortage hazards. With this stand-alone document, necessary implementation detail for each identified action, including the implementing agency, required process, and regulatory compliance requirements, can be included, and any anticipated outcomes can be described and tracked for progress.

7.2 Suggested Plan Layout

As counties develop their County DRP, counties may consider the following organization that is consistent with the workflow process shown in **Figure 1-1** and the organization of this Guidebook.

- **Chapter 1: Introduction** – Provide an overview of the county, inclusive of hydrology, demographics, number of state small water systems, and number of domestic wells.
- **Chapter 2: County Drought and Water Shortage Task Force** – Describe the Task Force (or alternative process that facilitates drought and water shortage preparedness for state small water systems and domestic wells), inclusive of the membership, roles, purpose, and frequency that they meet.
- **Chapter 3: Drought and Water Shortage Risk Assessment** – Provide an overview of the approach, data used, and results. Clearly describe any observations and the significance of the results on where there are current communities in distress or may be in distress in the future. Describe any gaps, such that if the missing data were obtained, the analysis could be refined. If the data is collected, describe the approach for its collection and validation.
- **Chapter 4: Short-Term Response Actions** – In cases in which communities are socially and physically vulnerable to immediate water shortage events, describe the immediate actions that the county proposes. Refer to Chapter 4 of this Guidebook for suggestions regarding what counties may potentially propose and the timeline of when proposed

actions would be activated based on local triggers. In addition, discuss the funding strategy, public education, and public engagement opportunities.

- **Chapter 5: Long-Term Mitigation Strategy and Actions** – To secure reliable water supplies to communities that were identified as physically and socially vulnerable, describe what actions from Chapter 5 of this Guidebook will be proposed for implementation. Discuss the funding strategy for public education and public engagement opportunities.
- **Chapter 6: Implementation Considerations** – The County DRP is to be implemented through a collective effort among different departments and units within the county in coordination with other State and local agencies. Counties should outline the implementation considerations in this chapter as a roadmap for implementation. The funding availability for implementing the County DRP should also be discussed as part of the implementation considerations.

7.3 Policy Alignment for Implementation

As counties develop their County DRP, they may align it with existing local and regional adaptation planning efforts for which the State has developed an integrated set of policies and tools:

- **California Adaptation Planning Guide (2020)**. This document introduces the basis for climate change adaptation planning and details a step-by-step process for local and regional climate vulnerability assessments and adaptation strategy development. This resource may be helpful when identifying an approach for long-term mitigation strategies and actions.
- **State of California General Plan Guidelines** (updated periodically). Every city and county in California is required by State law to prepare and maintain a planning document called a general plan. A general plan is designed to serve as the jurisdiction's "constitution" or "blueprint" for future decisions concerning land use, infrastructure, public services, and resource conservation. A county's general plan may be updated to reflect the land use planning proposed as a result of the long-term mitigation strategies and actions counties may take to reduce future water shortages.
- **State Hazard Mitigation Plan** (2018 Update). This plan supports the development and State approval of LHMPs to identify State and local risks of hazards, mitigation capabilities, and mitigation strategies. The LHMP can be updated to reflect the hazards identified as part of the drought and water shortage risk assessment.
- Regulations and Guidance for SGMA implementation. The associated nexus and needed coordination and consistency were discussed in previous chapters and, thus, not repeated herein.

Since the language of SB 552 allows for flexibility in how each county implements the SB 552 requirements, certain plans and response arrangements could be implemented by agencies other than the county. If that is the case, counties should establish formal agreements with these agencies or adopt ordinances to formalize the relationship and associated roles and responsibilities to meet the requirements of SB 552, including the needs of separate adoption or deference procedural requirements.

7.4 Adaptive Management, Transparency, and Accountability

The County DRP will be implemented in an adaptive manner with routine updates to reflect changed conditions and availability of new data. Subject to their own discretion, counties could specify a periodic update to the County DRP among the guidance and direction on next steps and recommended actions (as appropriate).

Through implementing the County DRP, it is anticipated that the vulnerability of state small water systems and domestic wells and associated water shortage risks would be reduced over time. Counties may establish a periodic review of the plan and its implementation and develop updates by incorporating new data and information and reflecting progress made to date. In many statewide and local planning processes, a five-year update is common to allow sufficient time for progress and maintain necessary urgency for improvement. Counties may consider a five-year update process or define another update frequency by aligning with their other existing planning processes. If desired, performance measures and other progress evaluation can also be included in the periodic updates to improve transparency and accountability.

7.5 Funding Opportunities and Assistance Programs

Collective implementation is expected for the County DRP. Although many strategies and actions can be taken by counties and their departments and offices, many would require participation or leadership of other local and State agencies. Counties do not have authority to direct the budget of other local and State agencies. At the same time, many households associated with state small water systems and domestic wells may not be able to afford the solutions, especially the more costly long-term strategies and actions that can alleviate their water shortage risks, because they are economically disadvantaged. SB 552 requires the Commission on State Mandates to determine if the costs for local agencies and school districts to comply with SB 552 are reimbursable by the State. Until the determination is completed, counties may be creative in applying existing funding to cover the needs to comply with SB 552, developing alternative funding sources for implementing the County DRP, and leveraging available federal and State assistance. To maximize funding opportunities, the Task Force should discuss funding strategies in each standing meeting and consider coordinating with regional entities and the GSA(s).

Local Assistance Programs

At a local scale, where resources are available, counties can develop their own local assistance programs to provide technical or financial assistance to state small water systems and domestic wells to support grant applications for installing a new well or rehabilitating an existing well (including deepening). Counties should be familiar with the adequate and allowable uses of their funding to determine the extent of funding that may be allocated and used for assisting state small water systems and domestic wells. Without a steady source of funding or, in some cases, an alternative source of funding, counties may have limited capacity in providing such a service on a continued basis.

State Assistance Programs

At the State level, subject to budget conditions and other directives, technical assistance, or financial assistance (including grants or loans) are provided by State agencies, including DWR and the State Water Board, that could help counties in planning and implementation of short-term response actions and long-term mitigation strategies and actions to alleviate the water shortage risks for state small water systems and domestic wells. The following are examples of potential State funding:

- **Grants and loans by DWR** for drought relief, local planning and project implementation needs, and other authorized purposes
- Grants and loans by State Water Board resources:
  - **Countywide and Regional Funding Program**, through which counties are eligible to develop a program for State Water Board funding to specifically support their state small water systems and domestic wells. Activities can include risk assessment, and implementation of interim and long-term solutions. The program also can cover some county administration costs.
  - **Emergency financial assistance programs** in the form of grants and loans for drought funding. These funds are typically focused on water systems rather than domestic wells, but may be relevant in some cases.
  - **Funding incentives for consolidation and regionalization projects** for larger public water systems that will expand their service area to include smaller public water systems, and state small water systems and domestic well clusters.
  - **Emergency drought funding** that is typically focused on responding to community water system emergencies, rather than domestic wells, but may be relevant in some cases.

  - **Direct technical assistance** prioritized to help develop projects benefiting small, disadvantaged communities.

- **Integrated Climate Adaptation and Resiliency Program Grant Programs** that provide funding to help fill local, regional, and tribal adaptation planning and resilience needs, provide resources, and support the development of a pipeline of climate-resilient projects.

Note that the above is not a complete list of potential funding opportunities and potential State funding availability is subject to change. Therefore, counties may investigate available funding through the **California Grants Portal**, where most of the State funding is advertised. Counties may use search terms such as "drinking water," "domestic well," and "small community water systems" to locate active funding programs. Counties may explore available funding programs broadly and creatively to leverage State funding as much as possible.

Federal Assistance Programs

At the federal level, resources exist in the form of grants and loans. Assistance programs with immediate nexus for assisting counties to reduce water shortage risks for state small water systems and domestic wells include the following.

- The **Rural Development Program of U.S. Department of Agriculture** (USDA) provides rural communities technical assistance and financing options to develop drinking water and waste disposal systems. Note that certain assistance programs target individual well owners directly to address their needs for improvement. While counties are not eligible for such assistance, they can promote the awareness of this assistance program to well owners and provide technical assistance for the application.

- Through its **WaterSMART program**, Reclamation provides many planning and implementation grants for water purveyors and other eligible parties to improve their water supply reliability and drought resilience.

- The **National Integrated Drought Information System** provides funding opportunities related to drought early warning research.

The above is not a complete list of available federal assistance programs, and counties should explore additional opportunities to enhance their capacity in implementing actions to reduce water shortage risks for

state small water systems and domestic wells. Due to the continued evolving conditions for grant availability and associated eligibility and requirements, counties may register with GRANTS.GOV, where most federal grants are announced, to receive updated information regarding active grants and their specifications. The past grant information retained in the database at **GRANTS.GOV** can also provide additional insight for the availability and typical requirements for certain grants that counties may incorporate into their efforts for funding acquisition.

Additional Resources for Both State and Federal Assistance Programs

Similar to the California Grant Portal, the **California Financing Coordinating Committee** (CFCC) Funding Fair is another venue for learning about available State and federal funding to support individual project implementation. DWR, State Water Board, California Infrastructure and Economic Development Bank, California Department of Housing and Community Development, Reclamation, and USDA are among CFCC members. The CFCC website provides a detailed list of State, federal, nonprofit, and other funding programs that counties are strongly encouraged to explore for additional opportunities. The county will need to track new opportunities to pursue as they become available. DWR will continue to work with other State agencies to develop technical assistance programs to help counties implement their County DRP.

7.6 Experience Sharing and Mutual Learning Opportunities

To facilitate mutual learning experience and general compliance status, DWR will provide a **portal** by Spring 2023 for counties to submit their County DRP voluntarily. Counties may also develop an annual report to post online or share their progress on the implementation of the County DRP.



8 | Glossary

2018 Legislation. Senate Bill 606 (Hertzberg) and Assembly Bill 1668 (Friedman) of 2018.

community water system. A public water system that serves at least 15 service connections used by yearlong residents or regularly serves at least 25 yearlong residents of the area served by the system, as defined in California Health and Safety Code Sections 116275(i) and California Water Code Section 10609.51(a).

county. City and county, as defined in California Water Code Section 14.

County Drought Resilience Plan. A plan demonstrating the potential drought and water shortage risk and proposed short-term response actions and long-term mitigation actions for state small water systems and domestic wells within a county.

County Drought Resilience Plan Guidebook Workgroup. A stakeholder group of county representatives that reviewed, discussed, and shared local perspectives and needs with California Department of Water Resources staff and the technical team to inform the County Drought Resilience Plan Guidebook development.

domestic well. A groundwater well used to supply water for the domestic needs of an individual residence or a water system that is not a public water system and that has no more than four service connections, as defined in California Health and Safety Code Section 116681(g) and California Water Code Section 10609.51(k).

drought. Defined in various ways depending on the needs. Generally, a drought is when supply does not meet demand for water, which has been met in the past. Drought tends to be associated with lower-than-average precipitation periods, though it can be driven by increases in demand and ambient temperatures (which can influence demand and timing of supplies). Dry or warm periods can lead to reduced surface water flows, reduced surface and groundwater storage, and increased water quality challenges (e.g., from harmful and other algal blooms or increased disinfectant biproduct concentrations). Additionally, dry periods can lead to shifts in pollutant blooms in aquifers. These water quality issues are important drought risks to consider when planning and preparing for droughts, especially as temperatures increase under the changing climate.

local primacy agency. A local health officer that has applied for and received primacy delegation pursuant to California Health and Safety Code Section 116330 (California Health and Safety Code Section 116275(r)).

non-transient, non-community water system. Means a public water system that is not a community water system and that regularly serves at least 25 of the same persons over 6 months per year, as defined in Health and Safety Code Section 116275(k). Example of this includes a school (California Water Code Section 10609.51(g)).

public water system. A system for the provision of water for human consumption through pipes or other constructed conveyances that has 15 or more service connections or regularly serves at least 25 individuals daily for at least 60 days out of the year (Health and Safety Code Section 116275(h)).

risk. Consistent with the Intergovernmental Panel on Climate Change 2012 Special Report (Cardona et al. 2012) and its upcoming Sixth Assessment Report, risk is the combination of vulnerability and the extent of exposure to a hazardous event or conditions, including projected future hazards (IPCC 2017).

rural community. A community with fewer than 15 service connections or regularly serving less than 25 individuals daily at least 60 days out of the year, including domestic wells (California Water Code Section 10609.51(j)). In other words, rural community in this law covers all water systems or domestic wells for human consumption that are not a public water system.

service connection. The point of connection between the customer's piping or constructed conveyance, and the water system's meter, service pipe, or constructed conveyance (California Health and Safety Code Section 116275(s)).

small water supplier. A community water system serving 15 to 2,999 service connections, inclusive, and that provides less than 3,000 acre-feet of water annually (California Water Code Section 10609.51(k)).

state small water system. Provides piped water to the public for human consumption that serves at least 5, but not more than 14, service connections and does not regularly serve drinking water to more than an average of 25 individuals daily for more than 60 days out of the year as defined in California Health and Safety Code Sections 116275(n) and 116681(m), and California Water Code Section 10609.51(m).

Urban Water Management Plan. A plan required per California Water Code Section 10610 et seq. for publicly and privately owned urban water suppliers that provides potable municipal water to more than 3,000 end users or that supplies more than 3,000 acre-feet of potable water annually at retail or wholesale cost for municipal purposes.

vulnerability. The propensity or predisposition to be adversely affected. Such predisposition constitutes an internal characteristic of the affected element, whereas exposure to a hazard is a condition or event to which the affected element (i.e., supplier or community) is subjected. In the field of disaster risk management, this includes the characteristics of a person or group and their situation that influences their capacity to anticipate, cope with, resist, and recover from the adverse effects of physical events (Wisner et al. 2003).

water shortage. An insufficient quantity of water to meet indoor water uses, such as drinking and sanitation, and other critical water needs, which can be caused by chronic conditions, extreme events, or both. This includes the physical lack of supply coming out of the tap, a problem that can be caused by dry wells or surface water, a regulatory restriction on accessing surface water, or some physical obstruction impeding water supply.

Water Shortage Contingency Plan. A document required per California Water Code Section 10617.5 for publicly and privately owned urban water suppliers that incorporates the provisions detailed in California Water Code Section 106329(a).

Water Shortage Vulnerability Explorer. A drought and water shortage vulnerability scoring of small water suppliers and rural communities, and the interactive webtool to explore the information, originated as part of meeting the California Department of Water Resource's County Drought Advisory Group process (California Water Code Section 10609.42 (a)) and maintained and updated to meet SB 552 requirements (California Water Code Section 10609.40). SB 552 mandates DWR to maintain and update indicators and the tool in perpetuity.



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Appendix A | County Drought and Water Shortage Task Force Charter Template

The following is a template that counties may use to develop a charter for the establishment of the county drought and water shortage task force.

NAME OF GROUP

SAMPLE CHARTER

PURPOSE & GOALS

This section should provide the "elevator speech" of what the group hopes to accomplish. For example, outline the goals of the mandated charge and be sure it is inclusive of the legislative language:

- Facilitate drought and water shortage preparedness for state small water systems and domestic wells within the county's jurisdiction.
- Coordinate and communicate with the state and other local governments, community-based organizations, local water suppliers, and local residents on a regular basis as well as during drought or water shortage emergencies.

BACKGROUND

This section should help the reader understand the context of the group's work and why it is important to be successful.

MEMBERSHIP

This section should list the members of the group and may include non-member advisors or other persons outside of the class that support the team, such as facilitators and consultants.

ROLES AND RESPONSIBILITIES

This section is meant describe the roles and responsibilities of the group.

ATTENDANCE AND MEETING SCHEDULE

This section should describe the group's expectations regarding attendance and the frequency of meetings.

GROUND RULES

Establish standing meeting ground rules (e.g., one person speaks at a time).

RESOURCES

This section may include materials, services, or other assets available to the team (e.g., conference phone line, Google docs, shared drive, etc.).

Appendix B | Desktop Assessment of Existing Planning Documents

To evaluate how counties may choose to develop their County Drought Resilience Plan, either as a stand-alone document or included as an element in an existing plan, a desktop assessment of existing planning documents may be completed. Under this exercise, counties can list the SB 552 components against the relevant and existing county documents specifying the sections that are directly tied to SB 552. Completing this exercise allows counties to see what existing county plans would need amendments to refer to a stand-alone County Drought Resilience Plan, or which existing plans could integrate portions of the County Drought Resilience Plan.

TEMPLATE

SB 552 Component	Organization/Document	Chapter Section	Page Number	Description	Link	Enhanced Compliance Ideas
County Drought and Water Shortage Task Force	May include: Integrated Regional Water Management Plan (IRWMP), Regional Drought Contingency Plan, Local Hazard Mitigation Plan, etc.	List relevant chapter or section of plan identified	List relevant page number of plan identified	Provide description of relevant content from plan identified	Provide link to plan	Describe how Senate Bill 552 component can be integrated to plan identified
	Plan A					
	Plan B					
Analysis of Potential Drought and Water Shortage Risk	May include: Regional Drought Contingency Plan, Local Hazard Mitigation Plan, etc.	List relevant chapter or section of plan identified	List relevant page number of plan identified	Provide description of relevant content from plan identified	Provide link to plan	Describe how Senate Bill 552 component can be integrated to plan identified
	Plan A					
	Plan B					

SB 552 Component	Organization/Document	Chapter Section	Page Number	Description	Link	Enhanced Compliance Ideas
Interim (Emergency) Solutions	May include: Regional Drought Contingency Plan, County Office of Emergency Services, etc.	List relevant chapter or section of plan identified	List relevant page number of plan identified	Provide description of relevant content from plan identified	Provide link to plan	Describe how Senate Bill 552 component can be integrated to plan identified
	Plan A					
	Plan B					
Long-Term Solutions (consolidation opportunities, domestic well drinking water mitigation programs)	May include: Integrated Regional Water Management Plan (IRWMP), Regional Drought Contingency Plan, Local Hazard Mitigation Plan, etc.	List relevant chapter or section of plan identified	List relevant page number of plan identified	Provide description of relevant content from plan identified	Provide link to plan	Describe how Senate Bill 552 component can be integrated to plan identified
	Plan A					
	Plan B					
Implementation Considerations	May include: Integrated Regional Water Management Plan (IRWMP), Regional Drought Contingency Plan, Local Hazard Mitigation Plan, etc.	List relevant chapter or section of plan identified	List relevant page number of plan identified	Provide description of relevant content from plan identified	Provide link to plan	Describe how Senate Bill 552 component can be integrated to plan identified
	Plan A					
	Plan B					

SB 552 Component	Organization/Document	Chapter Section	Page Number	Description	Link	Enhanced Compliance Ideas
Funding Sources	May include: Integrated Regional Water Management Plan (IRWMP), Regional Drought Contingency Plan, etc.	List relevant chapter or section of plan identified	List relevant page number of plan identified	Provide description of relevant content from plan identified	Provide link to plan	Describe how Senate Bill 552 component can be integrated to plan identified
	Plan A					
	Plan B					

Appendix C | Mutual Aid Agreement Template

Model Mutual Aid and Assistance Agreement for Intrastate

Water/Wastewater Agency Response Network (WARN)

This Model Agreement contains procedures and standards for a water and wastewater utility Mutual Aid and Assistance Program. The Model is based on existing water and wastewater utility Mutual Aid and Assistance agreements implemented in California, Florida, Texas, Louisiana, South Carolina, Oregon, Georgia, and Pennsylvania. While the Model shares some similarities with each of the eight agreements, it is a unique document in and of itself.

Creating an agreement for Mutual Aid and Assistance involves a number of policy decisions. The Model Agreement proposes specific approaches to Mutual Aid and Assistance Program issues; however, reasonable minds will differ as to whether the approaches presented in the model are the best. Accordingly, notes are included for each provision of the Model Agreement. These notes highlight significant issues that arise in the drafting of a mutual aid and assistance Program and how the Model Agreement approaches those issues. The notes also explain why certain provisions are included in the Model Agreement.

Representatives of the water and wastewater industry can use this Model Agreement as a tool to facilitate discussion on drafting an Intrastate Mutual Aid and Assistance agreement that best illustrates their needs. However, while each intrastate steering committee may revise portions of this Agreement, it is important to note that this Model Agreement allows for inclusion and eventual connection with a national interstate mutual aid and assistance agreement. Because mutual aid and assistance programs require standardized operational procedures, consistency between the intrastate agreements is critical. Thus, major modifications to this Agreement would preclude using it for connection with an interstate program for mutual aid and assistance program.

AGREEMENT

This Agreement is made and entered into by public and private Water and Wastewater Utilities that have, by executing this Agreement, manifested their intent to participate in an Intrastate Program for Mutual Aid and Assistance.

Statutory Authority – (cite authorizing state statute, if any) This Agreement is authorized under Section XXX of the (state revised statutes on mutual aid) which provides that Water and Wastewater Utilities may contract with each other to provide services.

Note

Water and wastewater utilities may need statutory authority to enter into agreements for Mutual Aid and Assistance. If there is no statutory authority, a legal question arises as to whether such authority is necessary for a water and wastewater Mutual Aid and Assistance agreement. Agreements in California, Louisiana South Carolina and Oregon reference statutory authority. The Florida and Texas Agreements do not.

ARTICLE I.
PURPOSE

Recognizing that emergencies may require aid or assistance in the form of personnel, equipment, and supplies from outside the area of impact, the signatory utilities hereby establish an Intrastate Program for Mutual Aid and Assistance. Through the Mutual Aid and Assistance Program, Members coordinate response activities and share resources during emergencies. This Agreement sets forth the procedures and standards for the administration of the Intrastate Mutual Aid and Assistance Program.

Note on Article I

Article I briefly describes why water and wastewater utilities established a Program for Mutual Aid and Assistance and the purpose of the Agreement. Inclusion of this Article recognizes the spirit and intent of the Mutual Aid and Assistance Program.

ARTICLE II.
DEFINITIONS

A. Authorized Official – An employee or officer of a Member utility that is authorized to:

   1. Request assistance;

   2. Offer assistance;

   3. Refuse to offer assistance or

   4. Withdraw assistance under this agreement.

B. Emergency – A natural or human caused event or circumstance causing, or imminently threatening to cause, loss of life, injury to person or property, human suffering or financial loss, and includes, but is not limited to, fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or

releases of oil or hazardous material, contamination, utility or transportation emergencies, disease, blight, infestation, civil disturbance, riot, intentional acts, sabotage and war that is, or could reasonably be beyond the capability of the services, personnel, equipment, and facilities of a Mutual Aid and Assistance Program Member to fully manage and mitigate internally.

C. Members – Any public or private Water or Wastewater Utility that manifests intent to participate in the Mutual Aid and Assistance Program by executing this Agreement.

   1. Associate Member – Any non-utility participant, approved by the State Steering Committee, that provides a support role for the WARN program, for example State Department of Public Health, or associations, who are members of the Regional or State Steering Committees 1 and do not officially sign the WARN agreement.

   2. Requesting Member – A Member who requests aid or assistance under the Mutual Aid and Assistance Program.

   3. Responding Member – A Member that responds to a request for aid or assistance under the Mutual Aid and Assistance Program.

   4. Non-Responding Member – A Member or Associate Member that does not provide aid or assistance during a Period of Assistance under the Mutual Aid and Assistance Program.

D. Confidential Information – Any document shared with any signatory of this Agreement that is marked confidential, including but not limited to any map, report, notes, papers, opinion, or e-mail which relates to the system vulnerabilities of a Member or Associate Member.

E. Period of Assistance – A specified period of time when a Responding Member assists a Requesting Member. The period commences when personnel, equipment, or supplies depart from Responding Member's facility and ends when the resources return to their facility (portal to portal). All protections identified in the agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an emergency, as previously defined.

F. National Incident Management System (NIMS): A national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.

Note on Article II

These terms and corresponding definitions are drawn from the eight existing water and wastewater agreements for Mutual Aid and Assistance. Only the definition for emergency is noteworthy. The Model Agreement specifies a definition of an emergency that includes disasters that "could reasonably be" beyond the control of the participating utility. As explained in the Note for Article V below, this permits a participating utility to request assistance prior to the onset of a disaster. The request for aid does NOT require a declaration of an emergency by the local or state agencies, and the aid may be provided during the emergency response or recovery phases.

The term confidential information and Article XIV has been included to address the sharing of potentially security sensitive information in order to facilitate an appropriate response and recovery from an incident.

ARTICLE III.
ADMINISTRATION

The Mutual Aid and Assistance Program shall be administered through Regional Committees, as needed, and a Statewide Committee. The purpose of a Regional Committee is to provide local coordination of the Mutual Aid and Assistance Program before, during, and after an emergency. The designated regions are consistent with the existing public health or emergency management regions of the state and include (list the regions - for example: one for the Southern Region Members, one for the Northern Region Members, one for the Western Region Members, and one for the Eastern Region Members). Each Region Committee, under the leadership of an elected Chairperson, shall meet annually to address Mutual Aid and Assistance Program issues. Each Region Committee shall also meet annually to review emergency preparedness and response procedures. The Chairperson of each Regional Committee represents their Regional Committee's interests on the Statewide Committee. In addition to representing the interests of the Members, the Statewide Committee includes representatives from (list other organizations that may have a role to play in the Mutual Aid and Assistance Program, e.g., public health, emergency management, Rural Water Association, American Water Works Association, etc.). Under the leadership of the Chair, the Statewide Committee members shall plan and coordinate emergency planning and response activities for the Mutual Aid and Assistance Program.

Note on Article III

The Model Agreement conceptualizes a Mutual Aid and Assistance Program administered through regional committees and a statewide committee. Article III formalizes this approach. The concept is drawn from a provision in California' Agreement which establishes a committee system for program administration. The Model Agreement outlines administering the program through regional or "local" committees that could

promote coordination and help resolve program issues. However, the sample agreement recognizes that a committee system for Program administration may be too elaborate for some states. There are other, less formal ways to ensure efficient operation of a Mutual Aid and Assistance Program. For example, the Mutual Aid and Assistance agreement could require participating utilities to develop operational and planning procedures. The main objective is to have a well-developed system for Mutual Aid and Assistance whether through establishment of a committee system or a less formal approach. The more organized the utilities are, the less apt emergency response agencies will step in.

ARTICLE IV.
PROCEDURES

In coordination with the Regional Committees, emergency management and public health system of the state, the Statewide Committee shall develop operational and planning procedures for the Mutual Aid and Assistance Program. These procedures shall be reviewed at least annually and updated as needed by the Statewide Steering Committee.

Note on Article IV

Article IV recognizes that an agreement by itself may be insufficient to cover the range of issues that arise in Mutual Aid and Assistance Programs. To have an efficient Program, participating utilities may need to supplement the Mutual Aid and Assistance agreement with a Program guidance document that includes detailed operational and planning procedures. To supplement the agreement, participating utilities develop a Mutual Aid and Assistance Program Manual and a Mutual Aid and Assistance Handbook.

ARTICLE V.
REQUESTS FOR ASSISTANCE

A. Member Responsibility: Members shall identify an Authorized Official and alternates; provide contact information including 24-hour access. and maintain resource information that may be available from the utility for mutual aid and assistance response. Such contact information shall be updated annually or when changes occur, provided to the State Steering Committee.

In the event of an Emergency, a Member's Authorized Official may request mutual aid and assistance from a participating Member. Requests for assistance can be made orally or in writing. When made orally, the request for personnel, equipment, and supplies shall be prepared in writing as soon as practicable. Requests for assistance shall be directed to the Authorized Official of the participating Member. Specific protocols for requesting aid shall be provided in the required procedures (Article IV).

B. Response to a Request for Assistance – Members of the agreement are not obligated to respond to a request. After a Member receives a request for assistance, the Authorized Official evaluates whether or not to respond, whether resources are available to respond, or if other circumstances would hinder response. Following the evaluation, the Authorized Representative shall inform, as soon as possible, the Requesting Member whether it will respond. If the Member is willing and able to provide assistance, the Member shall inform the Requesting Member about the type of available resources and the approximate arrival time of such assistance.

C. Discretion of Responding Member's Authorized Official – Execution of this Agreement does not create any duty to respond to a request for assistance. When a Member receives a request for assistance, the Authorized Official shall have sole and absolute discretion as to whether or not to respond, or the availability of resources to be used in such response. An Authorized Member's decisions on the availability of resources shall be final.

Note on Article V

1. The Model Agreement sets a low threshold for when Members can request mutual aid and assistance. Article V permits requests for mutual aid and assistance in the event of an "Emergency." An "Emergency" under Article II is defined as "an event that is, or is likely to be, beyond the control of the services, personnel, equipment, and facilities of a Mutual Aid and Assistance Program Member." This definition has two noteworthy characteristics. First, the use of the word "event", rather than "disaster", broadens the situations in which Members can request mutual aid and assistance. Second, an Emergency includes events that are "likely to be" beyond the control of the participating utility. By including the "is likely to be" language, participating utilities can request mutual aid and assistance before an event overwhelms their resources. This approach envisions situations where pre-event response would be necessary to protect human health and property. The Florida and Texas Agreements do not allow for pre-event assistance requests.

2. Article V permits oral and written requests for assistance; however, when made orally, the requesting member must put the request in writing as soon as practicable. This approach balances the need to make a quick and prompt request with the need for accuracy.

3. The Model Agreement does not provide specific details on the type of information that must be provided when a participating utility requests assistance. This can be provided in the protocols that support the agreement. This approach is in contrast to the Florida and Texas Agreements that do

list the information that must be provided when a member makes a request for assistance. Those agreements also require a responding member to provide certain information to the requesting member. Again, the Model Agreement adopted a different approach. Article V only requires responding members to indicate what resources will be provided and when the resources will arrive at the requesting member's facility.

4. The Model Agreement provides participating utilities with absolute discretion when deciding whether to respond a request for assistance. This is consistent with all four existing water and wastewater Mutual Aid and Assistance agreements.

ARTICLE VI.
RESPONDING MEMBER PERSONNEL

A. National Incident Management System - When providing assistance under this Agreement, the Requesting Utility and Responding Utility shall be organized and shall function under the National Incident Management System.

B. Control - While employees so provided may be under the supervision of the Responding Member, the Responding Member's employees come under the direction and control of the Requesting Member, consistent with the NIMS Incident Command System to address the needs identified by the Requesting Member. The Requesting Member's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Responding Member(s). The Responding Member's designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance.

C. Food and Shelter – Whenever practical, Responding Member personnel must be self-sufficient for up to 72 hours. When possible, the Requesting Member shall supply reasonable food and shelter for Responding Member personnel. If the Requesting Member is unable to provide food and shelter for Responding personnel, the Responding Member's designated supervisor is authorized to secure the resources necessary to meet the needs of its personnel. Except as provided below, the cost for such resources must not exceed the State per diem rates for that area. To the extent Food and Shelter costs exceed the State per diem rates for the area, the Responding Member must demonstrate that the additional costs were reasonable and necessary under the circumstances. Unless otherwise agreed to in writing, the Requesting Member remains responsible for reimbursing the Responding Member for all reasonable and necessary costs associated with providing food and shelter, if such resources are not provided.

D. Communication – The Requesting Member shall provide Responding Member personnel with radio equipment as available, or radio frequency information to program existing radio, in order to facilitate communications with local responders and utility personnel.

E. Status - Unless otherwise provided by law, the Responding Member's officers and employees retain the same privileges, immunities, rights, duties and benefits as provided in their respective jurisdictions.

F. Licenses and Permits – To the extent permitted by law, Responding Member personnel that hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified Period of Assistance.

G. Right to Withdraw - The Responding Member's Authorized Official retains the right to withdraw some or all of its resources at any time for any reason in the Responding Member's sole and absolute discretion. Notice of intention to withdraw must be communicated to the Requesting Member's Authorized Official as soon as soon as is practicable under the circumstances.

1. The National Incident Management System (NIMS) provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private sector and non-governmental organizations to work together to manage incidents and disasters of all kinds. To be eligible federal emergency management assistance, water and wastewater mutual aid and assistance programs must meet NIMS standards for emergency preparedness and response.

2. The Model Agreement promotes "home" supervisory control over personnel. This approach recognizes that personnel will likely work better with their regular supervisors. To ensure an efficient response, Article VI requires responding member supervisors to coordinate with the requesting member's authorized official.

3. Article VI requires the requesting member to supply food and shelter to responding member personnel. This may be too onerous given that the requesting member will be faced with an emergency when it makes a request for Mutual Aid and Assistance. Accordingly, Article VI permits the requesting member to reimburse the responding member for food and shelter costs rather than securing such provisions.

4. Article VI includes a provision that allows the responding member to withdraw some or all of its resources at any time. This approach limits the commitment of the responding member. If a situation arose in the responding member's facility, resources could be withdrawn as appropriate. The Model Agreement promotes assistance because participating utilities would be less likely to withhold resources out of concern that they could not respond to needs at their own facilities.

5. Licensing and permitting authority will most likely not be an issue for intrastate mutual aid. However, this Agreement is drafted to permit assistance under the Interstate Emergency Management Assistance Compact and an Interstate Mutual Aid and Assistance Program for water and wastewater utilities, if such a program were established (see Article XXI). Because state issued licensing and permitting credentials vary, it is important to clarify what actions and tasks responding member personnel can take when participating in interstate mutual aid and assistance. The licensing and permitting provision allows the maximum utilization of the professional skills held by responding member personnel. However, it does provide responding member personnel with authority to conduct activities or tasks that may only be completed by those holding locally issued professional credentials.

ARTICLE VII.
COST- REIMBURSEMENT

The Requesting Member shall reimburse the Responding Member for each of the following categories of costs incurred during the specified Period of Assistance as agreed in whole or in part by both parties; provided, that any Responding Member may assume in whole or in part such loss, damage, expense, or other cost, or may loan such equipment or donate such services to the Requesting Member without charge or cost.

A. Personnel – The Responding Member shall be reimbursed by the Requesting Member for personnel costs incurred for work performed during the specified Period of Assistance. Responding Member personnel costs shall be calculated according to the terms provided in their employment contracts or other conditions of employment. The Responding Member's designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance. Requesting Member reimbursement to the Responding Member could consider all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect costs.

B. Equipment – The Requesting Member shall reimburse the Responding Member for the use of equipment during the specified Period of Assistance, including, but not limited to, reasonable rental

rates, all fuel, lubrication, maintenance, transportation, and loading/unloading of loaned equipment. All equipment shall be returned to the Responding Member in good working order as soon as is practicable and reasonable under the circumstances. As a minimum, rates for equipment use must be based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. If a Responding Member uses rates different from those in the FEMA Schedule of Equipment Rates, the Responding Member must provide such rates orally or in writing to the Requesting Member prior to supplying the equipment. Mutual agreement on which rates are used must be reached in writing prior to dispatch of the equipment. Reimbursement for equipment not referenced on the FEMA Schedule of Equipment Rates must be developed based on actual recovery of costs. If Responding Member must lease a piece of equipment while its equipment is being repaired, Requesting Member shall reimburse Responding Member for such rental costs.

C. Materials and Supplies – The Requesting Member must reimburse the Responding Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. The Responding Member must not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned to the Responding Member in a clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage must be treated as expendable supplies for purposes of cost reimbursement.

D. Payment Period – The Responding Member must provide an itemized bill to the Requesting Member for all expenses incurred by the Responding Member while providing assistance under this Agreement. The Responding Member must send the itemized bill not later than (90) ninety dates following the end of the Period of Assistance. The Responding Member may request additional periods of time within which to submit the itemized bill, and Requesting Member shall not unreasonably withhold consent to such request. The Requesting Member must pay the bill in full on or before the forty-fifth (45th) day following the billing date. The Requesting Member may request additional periods of time within which to pay the itemized bill, and Responding Member shall not unreasonably withhold consent to such request, provided, however, that all payment shall occur not later than one-year after the date a final itemized bill is submitted to the Requesting Member.

E. Records - Each Responding Member and their duly authorized representatives shall have access to a Requesting Member's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Each Requesting Member and their duly authorized

representatives shall have access to a Responding Member's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Such records shall be maintained for at least three (3) years or longer where required by law.

Note on Article VII

1. Mutual Aid programs established in the 1950s did not have cost reimbursement procedures. Rather, program members would provide assistance at no charge, with the understanding that assistance would be provided to them when they were in need. For those utilities that wish to abide by that principle, the initial statement of Article VII allows the requesting and responding member to determine which resources could be exchanged without cost. Because public resources cannot normally be provided to private organizations, this process is appropriate only when the assistance is exchanged between private utilities.

2. For those utilities that seek reimbursement for services, Article VII reflects the cost reimbursement procedures set forth in the four existing water and wastewater agreements for Mutual Aid and Assistance. To qualify for FEMA cost-reimbursement, this Article must be included in a mutual aid agreement.

3. In general, private organizations cannot receive public funds. This rule prevents gifts of private funds to private organizations. However, public funds can be used to reimburse private organizations for costs incurred as a result of providing assistance to a public entity as long as the costs are identified. Accordingly, Article VII requires an itemized bill for all expenses incurred during a Period of Assistance.

4. The Model Agreement suggests procedures include a penalty provision for unpaid bills. Providing a penalty provision will promote timely reimbursement to the requesting member.

ARTICLE VIII.
DISPUTES

If any controversy or claim arises out of, or relates to, the execution of the Agreement, including, but not limited to, alleged breach of the Agreement, the disputing Members shall first attempt to resolve the dispute by negotiation, followed by mediation and finally shall be settled by arbitration in accordance with the Rules of the American Arbitration Association. Any court of competent jurisdiction may enter the judgment rendered by the arbitrators as final judgment that is binding on the parties.

Note on Article VIII

Article VIII sets forth a two-tiered process for handling disputes. First, members must try negotiation. If unsuccessful, then the matter must be resolved through arbitration. Arbitration is much faster and less expensive than traditional civil litigation. The Rules of the American Arbitration Association are widely recognized and often cited in arbitration clauses. However, a dispute resolution provision could include specific procedures for arbitration rather than require use of procedures developed by the American Arbitration Association. The Florida and Texas Agreements take this approach.

ARTICLE IX.
REQUESTING MEMBER'S DUTY TO INDEMNIFY

The Requesting Member shall assume the defense of, fully indemnify and hold harmless, the Responding Member, its officers and employees, from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from Responding Member's work during a specified Period of Assistance. The scope of the Requesting Member's duty to indemnify includes, but is not limited to, suits arising from, or related to, negligent or wrongful use of equipment or supplies on loan to the Requesting Member, or faulty workmanship or other negligent acts, errors or omissions by Requesting Member or the Responding Member personnel.

The Requesting Member's duty to indemnify is subject to, and shall be applied consistent with, the conditions set forth in Article X.

Note on Article IX

1. Article IX sets forth a comprehensive indemnity provision. The provision requires the requesting member to indemnify responding members, and their officers and, employees. This requirement protects responding members from the costs associated with civil suits that may arise from, or are related to, providing Mutual Aid and Assistance. The Model Agreement allows an indemnity provision that would encourage participating utilities to provide assistance in the event of an emergency.

2. However, it is important to recognize that Article IX places an added burden on members that request assistance. The duty to indemnify, along with other requesting member obligations set forth in the Model Agreement, may deter participating utilities from utilizing the Mutual Aid and Assistance Program. An alternative approach is provided in the Florida and Texas Agreements. Those agreements require each member to bear the risks associated with participating in the Mutual

Aid and Assistance Program. This includes the risk of facing civil liability that arises from, or is related to, providing Mutual Aid and Assistance. This approach reduces the burdens on members that request assistance under the Mutual Aid and Assistance Program.

ARTICLE X.
SIGNATORY INDEMNIFICATION

In the event of a liability, claim, demand, action, or proceeding of whatever kind or nature arising out of a specified Period of Assistance, the Members who receive and provide assistance shall have a duty to defend, indemnify, save and hold harmless all Non-Responding Members, their officers, agents and employees from any liability, claim, demand, action, or proceeding of whatever kind or nature arising out of a Period of Assistance.

Note on Article X

A lawsuit or similar action that arises from or is related to a Mutual Aid and Assistance response may name all participating utilities as defendants regardless of their involved in the transaction or occurrence that gave rise to the suit. Article X protects non-responding members from costs associated lawsuits or similar actions. This protection would encourage participation in the Mutual Aid and Assistance Program. Water and wastewater utilities would not incur additional liability by participating in the Mutual Aid and Assistance Program.

ARTICLE XI.
WORKER'S COMPENSATION CLAIMS

The Responding Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees. The Requesting Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees.

Note on Article XI

Most state law requires the employer to provide and manage worker's compensation for their employees.

This article recognizes that the Responding Member has knowledge of the potential risks associated with deployment while providing resources to the Requesting Member(s) and the community it serves. If a member is unwilling to accept such risk they are not obligated to provide aid and assistance under the terms of this agreement.

ARTICLE XII.
NOTICE

A Member who becomes aware of a claim or suit that in anyway, directly or indirectly, contingently or otherwise, affects or might affect other Members of this Agreement shall provide prompt and timely notice to the Members who may be affected by the suit or claim. Each Member reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

Note on Article XII

Article XII recognizes that Members of the Agreement need to know about claims or suits that affect, or might affect, them. The Article also preserves the right of a Member to defend itself in any claim or suit that affects its interests.

ARTICLE XIII.
INSURANCE

Members of this Agreement shall maintain an insurance policy or maintain a self-insurance program that covers activities that it may undertake by virtue of membership in the Mutual Aid and Assistance Program.

Note on Article XIII

1. Article XIII requires members to carry insurance to protect against risks associated with participation in the Mutual Aid and Assistance Program. This provision provides a secure means of covering risks associated with participation in the Mutual Aid and Assistance Program.

2. A requirement to carry insurance could be an alternative to the indemnity provisions provided in Articles IX and X. That is, rather than place the burden on the Requesting Member to indemnify the responding member; the mutual aid and assistance agreement could provide that all members bear the risks of their own actions. The Florida and Texas Agreements take this approach; however these agreements do not require participating utilities to obtain insurance.

ARTICLE XIV.
CONFIDENTIAL INFORMATION

To the extent provided by law, any Member or Associate Member shall maintain in the strictest confidence and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information disclosed under this Agreement. If any Member, Associate Member, third party or other entity requests or demands,

by subpoena or otherwise, that a Member or Associate Member disclose any Confidential Information disclosed under this Agreement, the Member or Associate Member shall immediately notify the owner of the Confidential Information and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information by asserting all applicable rights and privileges with respect to such information and shall cooperate fully in any judicial or administrative proceeding relating thereto.

Note on Article XIV

Many state laws were updated following 9/11 to address the management of confidential information or security sensitive information. Therefore, it may be appropriate for parties to this agreement to establish protocols for handling such information to facilitate the rapid recovery of the impacted utility.

ARTICLE XV.
EFFECTIVE DATE

This Agreement shall be effective after the Water and Wastewater Utility's authorized representative executes the Agreement and the applicable Regional Committee Chair receives the Agreement. The Regional Committee Chair shall maintain a list of all Members in the respective region. The Statewide Committee Chair shall maintain a master list of all members of the Mutual Aid and Assistance Program.

Note on Article XV

Article XV provides a standard approach on the process for participation in the Mutual Aid and Assistance Program.

ARTICLE XVI.
WITHDRAWAL

A Member may withdraw from this Agreement by providing written notice of its intent to withdraw to the applicable Regional Committee Chair and the Statewide Chair. Withdrawal takes effect 60 days after the appropriate officials receive notice. Withdrawal from this Agreement shall in no way affect a Requesting Member's duty to reimburse a Responding Member for cost incurred during a Period of Assistance, which duty shall survive such withdrawal.

Note on Article XVI

Article XVI recognizes that a Member may decide to withdraw from Mutual Aid and Assistance Program.

ARTICLE XVII.
MODIFICATION

No provision of this Agreement may be modified, altered or rescinded by individual parties to the Agreement. Modifications to this Agreement may be due to programmatic operational changes to support the agreement, legislative action, creation of an interstate aid and assistance agreement, or other developments. Modifications require a simple majority vote of Members within each region and a unanimous agreement between the regions. The Statewide Committee Chair must provide written notice to all Members of approved modifications to this Agreement. Approved modifications take effect 60 days after the date upon which notice is sent to the Members.

Note on Article XVII

Article XVII recognizes that members may want to modify the Program agreement. There may also be circumstances that require modification of the Program agreement. For example, creation of an interstate water and wastewater utility Mutual Aid and Assistance Program may require agreement modifications.

ARTICLE XVIII.
SEVERABILITY

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

Note on Article XVIII

Conflict with one article of the agreement does not void the entire agreement.

ARTICLE XIX.
PRIOR AGREEMENTS

This Agreement supersedes all prior Agreements between Members to the extent that such prior Agreements are inconsistent with this Agreement.

Note on Article XIX

Members of the Mutual Aid and Assistance Program may already have assistance agreements in place with utilities. Article XIX ensures that existing assistance agreements do not interfere with the operation of the intrastate Mutual Aid and Assistance Program.

ARTICLE XX.
PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Members and no person or entity must have any rights under this Agreement as a third-party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

Note on Article XX

Article XX covers issues of contract law that may interfere with the operation of the Mutual Aid and Assistance Program. The prohibition on third-party beneficiaries limits all rights and benefits under the agreement to participating utilities. Thus, a local government could not assert rights under this agreement as a third-party beneficiary. Article XX also prohibits the assignment of benefits created by the agreement to third parties. In other words, a participating utility could not assign its ability to request mutual aid and assistance to a non-participating utility. Prohibiting the delegation of duties ensures that only the participating utilities are involved in the Mutual Aid and Assistance Program.

ARTICLE XXI.
INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS

To the extent practicable, Members of this Agreement shall participate in Mutual Aid and Assistance activities conducted under the State of XXX Intrastate Mutual Aid and Assistance Program and the Interstate Emergency Management Assistance Compact (EMAC). Members may voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for water and wastewater utilities through this Agreement if such a Program were established.

Note on Article XXI

At least 13 states have an overarching statewide mutual aid program. Article XXI requires coordination with the statewide mutual aid program, if one exists. Additionally, Article XXI permits participation in an interstate water and wastewater mutual aid program if one were established.

Now, therefore, in consideration of the covenants and obligations set forth in this Agreement, the Water and Wastewater Utility listed here manifests its intent to be a Member of the Intrastate Mutual Aid and Assistance Program for Water and Wastewater Utilities by executing this Agreement on this _____ day of _____ 20XX.

Water/Wastewater Utility:

By: _____ By: _____

Title: _____ Title: _____

_____ _____

Please Print Name Please Print Name

Approved as to form and legality

By: _____

Attorney for Utility

_____

Please Print Name

Additional References

Writing Guide for a Memorandum of Understanding (MOU), Writing Guide for Memorandum of Understanding (cisa.gov)

Crafting Interlocal Water and Wastewater Agreements, Crafting20Interlocal20Agreements_Final_01.pdf (unc.edu)

Appendix D | Example Agreement For Emergency Water Service

THIS AGREEMENT is made on July XX, 2022, by and between the County of BUTTE, a political subdivision of the State of California ("County") and PARADISE IRRIGATION DISTRICT, a California designated special district ("PID") (together, "Parties").

Due to the current State and County declared drought emergency, there are residents near PID's service area who are not customers of PID and who do not have a reliable source of water. The County desires to receive, and PID agrees to provide, to the greatest extent possible, emergency water service pursuant to the terms and conditions set forth in this Agreement to assist those residents for a limited time period not to exceed 1 year from the date of this agreement.

The County shall only provide water to residents that have been identified by the County as having a dry well and/or spring, have registered with My Dry Water Supply, and reside in Butte County. The County is prohibited from reselling water obtained under this Agreement pursuant to the California Public Utilities Commission's General Order 96-B, General Rule 8.2.3. The County shall not provide or use the water for commercial or other nonresidential purposes.

If the PID Board of Directors or PID General Manager, determines that continuing with the Agreement negatively impacts PID's operations or customers who are situated within PID's approved service area (including a determination that there is excessive or inappropriate use of water obtained under this Agreement), the County shall be notified, and the Parties shall develop a timetable and process (such as phasing in a decrease of the maximum withdrawal amounts) to ensure termination of the Agreement within a reasonable time not to exceed thirty (30) days.

The County shall defend, indemnify and hold harmless PID and its directors, officers, employees, and agents from and against all third party claims, damages, losses, liabilities, expenses, and attorney's fees (collectively "Claims") to the extent arising from a negligent act or omission or intentional misconduct of the County, its employees, agents, or contractors in accessing a hydrant or the delivery of emergency water from a hydrant, including, but not limited to, Claims for:

a. Bodily injury including, but not limited to, sickness or disease, emotional injury or death to persons, the public, End Users, employees or agents of the County or any contractor;

b. Damage to real or personal property of anyone, including loss of use thereof; and

c. Water shortages, delays, curtailment, interruption, or service termination to any End User of water delivered by the County under this Agreement.

"County"	"PID"
BUTTE COUNTY,	PARADISE IRRIGATION DISTRICT,
By: _____	By: _____
Name: Josh Jimerfield	Name: Tom Lando
Title: Deputy CAO-OEM	Title: District Manager

Appendix E | Additional Resources

SGMA Data Viewer

The SGMA Data Viewer provides access to groundwater related datasets that are organized by the requirements of the SGMA and the Groundwater Sustainability Plan (GSP) regulations for the purpose of supporting GSP development and implementation. This resource provides data on groundwater levels, groundwater storage, water quality, land subsidence, interconnected surface water, water budgets, hydrogeological conceptual model and reference layers. This resource can be used to determine water quality concerns, subsidence presence, groundwater over drafting, declining water levels, and well depths. SGMA Data Viewer (ca.gov)

Domestic Well Water Quality Tool

The State Water Board was tasked to conduct a Needs Assessment of the state of drinking water in California (SB 862, 2018). The State Water Board Division of Drinking Water identified three elements for this analysis: (1) identification of public water systems at risk, (2) identification of domestic wells and state small systems at risk, and (3) an analysis of the cost to implement Human Right to Water. The information provided in this application supports the second element, identifying the location and number of domestic wells potentially accessing groundwater affected by constituents at concentrations above regulatory levels. This resource can be used to identify areas that may have water quality concerns. Needs Analysis GAMA Tool (ca.gov)

Combined Risk

Tool represents the combined risk for water quality and domestic well/state small users by Census block group, prepared in support of the Aquifer Risk Map. This tool can help identify areas that have water quality concerns. ArcGIS Enterprise - Combined Risk (ca.gov)

California's Groundwater Live

Groundwater tool which features the latest groundwater information, live statistics and a series of interactive dashboards tied to current groundwater conditions, groundwater levels, well infrastructure, and land subsidence. For the drought and water shortage risk assessment, counties may use this site to determine the presence of subsidence, declining water levels, reported household outages, and dry well susceptibility. https://sgma.water.ca.gov/CalGWLive/

Dry Well Reporting System

This site is for Californians experiencing problems with their private (self-managed) wells (not for residents served by a public water system already regulated by the State). California's may use this site to report dry wells. For the drought and water shortage risk assessment, counties may use this site to determine the number of households that have reported a well running dry. Dry Well Reporting System (ca.gov)

Dry Well Susceptibility

This dashboard estimates dry domestic well susceptibility within groundwater basins. The results are created by combining the latest information on domestic well locations, depths, and local groundwater level conditions. This dashboard has been created for informational purposes only and is not intended to be a prediction of when and where specific domestic wells will go dry. The information is intended to help local, state, and federal partners understand areas of highest dry well susceptibility in California in order to prepare and respond to ongoing drought conditions. This resources can be used to determine the likelihood of where wells are likely to run dry. Dry Well Susceptibility Dashboard (arcgis.com)

California WATER WATCH

California Water Watch offers the most current local and statewide water conditions down to your region and even your neighborhood. This information is updated dynamically from a variety of data sources.
California Water Watch

California Drought Action

Provides California's latest news related to current drought conditions and actions. California drought action

Drought

Contains general drought information and additional State resources. Drought (ca.gov)

GIS Data

Different California GIS data sources:
CA Governor's Office of Emergency Services Public Data Hub (arcgis.com) and GIS - CDT Services (ca.gov).

Climate Adaptation and Finance in California

This book serves as a guide for local governments and private enterprises as they navigate the unchartered waters of investing in climate change, https://opr.ca.gov/climate/docs/20181106-Keenan_Climate_Adaptation_Finance_and_Investment_in_California_2018.pdf.

General Plan Guidelines

The safety, environmental justice, and climate change sections of the guidelines (Chapters 4 and 8) in particular outline climate resilience considerations, https://opr.ca.gov/planning/general-plan/guidelines.html.

Safety Element Guidance (Chapter 4)

The safety element of a general plan must outline goals and policies that protect communities from "unreasonable risks" (Government Code (GC) § 65302(g)). Pursuant to Senate Bill 379 (2015) and codified in GC § 65302(g)(4), local governments are required to analyze and identify their community's vulnerability to climate change and climate-related hazards in the safety element, https://opr.ca.gov/docs/OPR_C4_final.pdf. This chapter of OPR's General Plan Guidelines describes and provides guidance for the required elements of local government general plans, including climate vulnerability and adaptation planning requirements in the safety element.

Fire Hazard Planning Technical Advisory

This Technical Advisory provides guidance to local governments on planning for wildfire risk and building resilience, https://opr.ca.gov/docs/20220817-Fire_Hazard_Planning_TA.pdf.

Environmental Justice Element

Senate Bill 1000 (Leyva, 2016) local agencies should consider climate vulnerability in disadvantaged communities when preparing the vulnerability assessment and adaptation goals, policies, and programs for the safety element would be an appropriate linkage with the environmental justice element or equivalent, https://opr.ca.gov/docs/20200706-GPG_Chapter_4_EJ.pdf.

Climate Change Chapter

The climate change chapter of OPR's general plan guidelines can help communities align planning mechanisms. This resource summarizes how a general plan or climate action plan can be consistent with California Environmental Quality Act (CEQA) Guidelines section 15183.5 (b) and associated CEQA streamlining opportunities, https://opr.ca.gov/docs/OPR_C8_final.pdf.

SB 379 Report

This report summarizes the findings of a 2019 survey of local governments' efforts to meet the requirements of SB 379, https://opr.ca.gov/docs/20200626-SB379-Report.pdf.

Guide to Defining Vulnerable Communities in the Context of Climate Adaptation

This guidance document helps communities define and identify community climate vulnerability, https://opr.ca.gov/docs/20180723-Vulnerable_Communities.pdf.

State Adaptation Clearinghouse

The Adaptation Clearinghouse at ResilientCA.org is the State of California's consolidated searchable database of resources for local, regional, and statewide climate adaptation planning and decision-making. Search and explore resources for adaptation and resiliency efforts in California, including case studies; tools, data, and scientific studies; example plans and projects; guidance, templates, and technical documents; and more from localities across the state, https://resilientca.org/#:~:text=The%20Adaptation%20Clearinghouse%20is%20the,and%20resiliency%20efforts%20in%20California.

2020 Adaptation Planning Guide

The Adaptation Planning Guide (APG) provides guidance to local governments on local adaptation and resiliency planning. The APG features a four-phase process to plan for climate change and features a summary of statewide guidance, resources and tools, updated from the 2012 original to reflect 2020 best practices, available science, and updates to state plans, policies, programs and regulations, https://resilientca.org/apg/intro/.

Climate Resilience Plan Alignment Guides

Adaptation Clearinghouse plan alignment guides support the alignment of multiple planning efforts and documents, allowing local planners to achieve climate mitigation and adaptation goals, reduce duplication, and avoid policy conflicts, https://opr.ca.gov/news/2022/11-16.html.

Designing Water System Consolidation Projects Guide and Toolkit

Researchers at the University of California Los Angeles Luskin Center have developed a guidance and toolkit looking at the potential governance structures for water systems. If several state small water systems and/or domestic wells create a new water system these tools can help them analyze what the most appropriate form of governance may be for their community. Appendix A provides a statutory review of the various codes, powers and obligations for each type of governance structure. The guide can be found here, https://innovation.luskin.ucla.edu/wp-content/uploads/2022/10/Designing-Water-System-Consolidation-Projects.pdf. The toolkit can be found here, https://docs.google.com/document/d/1NKPSU2qWMB73-uOo0KSGbJboJhqUTrx0flilU2cdCJQ/edit.

Drinking Water Watch

All active and inactive public water systems in California are provided on this website as well as a contact phone number or address for the public water system. The listing can be filtered by count. This database also indicates whether the water source is groundwater "G" or surface water "S," https://sdwis.waterboards.ca.gov/PDWW/.

Division of Drinking Water SAFER Program

The Division of Drinking Water District Office Safe and Affordable Funding for Equity and Resilience (SAFER) staff may be contacted if a county is unable to find a public water system nearby using the tools above. If no water systems are close enough for physical consolidation, consider discussing managerial consolidation or water partnerships between neighbors, https://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/docs/2022/eu-map.pdf.



California Department of Water Resources
Water Use Efficiency Branch

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED

MEETING:	October 10, 2023
TO:	The Board of Supervisors
FROM:	Wayne Forsythe, District IV Supervisor
RE:	Discussion and Direction Regarding the Location and Type of a Board Dedicated Tribute Plaque for Military and EMS Individuals (Supervisor Wayne Forsythe)

RECOMMENDATION AND JUSTIFICATION

Discussion and Direction Regarding the Location and Type of a Board Dedicated Tribute Plaque for Military and EMS Individuals (Supervisor Wayne Forsythe).

This plaque would be a memorial to all veterans and EMS workers who have lost their lives serving the community members of Mariposa County.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has dedicated memorials in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve; no tribute will be put up.

FINANCIAL IMPACT

None. Unless the Bronze plaque is chosen.

ATTACHMENTS

1. **A Tribute to Fallen Heroes (1)**

A TRIBUTE TO FALLEN HEROES



THE MARIPOSA COUNTY BOARD OF SUPERVISORS DEDICATES THIS TRIBUTE TO THE MARIPOSA COUNTY CITIZENS WHO HAVE SACRIFICED THEIR LIVES WHILE SERVING IN THE MILITARY OR AS FIRST RESPONDERS.

THE PEOPLE OF MARIPOSA COUNTY ARE GRATEFUL FOR THE SACRIFICES MADE TO MAINTAIN OUR FREEDOM AND SAFETY.

OUR HEARTS AND GRATITUDE GO TO THE MEN AND WOMEN WHO HAVE LOST THEIR LIVES AND THOSE WHO CONTINUE TO SERVE AND PROTECT OUR COMMUNITY AND GREAT NATION

Let me not mourn for the men who have died, but rather let me be glad that such heroes have lived.
-General Patton

Dedicated by Rosemarie Smallcombe/District 1, Shannon Poe/District 2, Danette Toso/District 3, Wayne Forsythe/District 4, and Miles Menetrey/District 5

MARIPOSA COUNTY

Board of Supervisors

MEETING: October 10, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: CLOSED SESSION: Conference with Labor Negotiator of the Mariposa County Managerial/Confidential Organization (MCMCO); and Service Employees International Union (SEIU)

RECOMMENDATION AND JUSTIFICATION

[ ] CONFERENCE WITH LEGAL COUNSEL:

[ ] Existing Litigation:
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] Anticipated Litigation
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization:
Name of County Designated Representative:
Title(s) of unrepresented individuals with whom negotiations are being conducted:

[ ] PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:
(Government Code Section 54957 (b) (1))

[ ] PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Position of employee under review: (Government Code Section 54954.5)

[ ] PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54954.5)

[X] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization(s): Mariposa County Managerial/Confidential Organization (MCMCO), Service Employees International Union (SEIU)
Name of County Designated Representative: Shelline Bennett

Title(s) of unrepresented individuals with whom negotiations are being conducted: N/A

[ ] THREAT TO PUBLIC SERVICE FACILITIES
Name of the law enforcement agency involved:
Title of officer of a law enforcement agency:

[ ] LICENSE/PERMIT DETERMINATION
License or Permit applied for:
Number of license or permit applicants:
Name of applicant(s):

BACKGROUND AND HISTORY OF BOARD ACTIONS

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

FINANCIAL IMPACT

ATTACHMENTS

None